

NEDROSE PUBLIC SCHOOL

Master Teacher Contract

2021-2023

PREAMBLE

The School Board of the Nedrose School District and the Nedrose Education Association do hereby agree that the welfare of the children of the Nedrose School District is paramount in the operation of the school and will be promoted by both parties. The parties to hereby agree as follows:

ARTICLE I - RECOGNITION

The School Board of Nedrose, hereinafter referred to as the Board, recognizes the Nedrose Education Association, hereinafter referred to as the NEA, as the exclusive representative of all certified teaching personnel employed, or to be employed, by the Board for the purpose of negotiations on matters of mutual concern.

The NEA recognized the Board as the elected representative of the people of Nedrose Township and as the employer of the certificated teaching personnel of the Nedrose School District.

The purpose of this recognition is so the parties will negotiate with regard to all matters of common concern and will use professional and educational channels for appeal as provided by North Dakota Century Code.

ARTICLE II - PRINCIPLES

Section 1. Attaining Objectives

Attainment of objectives of the educational program of the District requires mutual understanding and cooperating between the Board and the professional teaching personnel. Free and open exchange of views is desirable and necessary, with all parties participating in deliberations leading to determination of matters of mutual concern.

ARTICLE III - NEGOTIATIONS PROCEDURE

Both parties agree to recognize North Dakota Century Code for negotiations in ND public schools and do hereby agree to operate in accordance with said law.

Section 1. Directing Requests

Both parties agree to follow North Dakota Century Code.

Section 2. Meetings

If the school Business Manager is chosen as the common recorder, both sides will share mutually in any costs incurred.

Section 3. Exchange of Information

The Board and Administration agree to furnish the NEA Negotiation Committee, upon reasonable request, such information as they request. This preliminary information will assist the NEA in developing intelligent, accurate and constructive programs on behalf of the teachers, students, and the educational program of the school system. Information also will be provided which may be necessary for the NEA to process any grievance or complaint.

Section 4. Agreement

When agreement is reached, it shall be reduced to writing, then approved by the NEA and the Board, and signed by the parties. Such agreement shall constitute a modification in the Article of this agreement, and when necessary, provisions of this agreement shall be reflected in individual contracts. This agreement shall not discriminate against any member of the staff, regardless of membership or non-membership in the NEA.

Section 5. Fact-Finding

In the event of impasse, the negotiations procedure, the Fact-Finding commission shall be notified under the terms of North Dakota Century Code

Section 6. Costs

Costs and expenses which may be incurred in securing and utilizing the services of any individuals or Advisory Board shall be shared equally by the Board and the NEA.

ARTICLE IV - GRIEVANCE PROCEDURE

The Board, the Administrators and the NEA do hereby agree that an effectively functioning grievance procedure contributes directly to improved professional relationships and thus the quality of professional service to the children of Nedrose School District. The parties do hereby further agree that in every employment relationship grievances and dissatisfactions arise.

Constructive suggestions can often go unheeded and the Nedrose School District is no exception. A plan to assure the orderly presentation of suggestions, to resolve dissatisfactions, and redress grievances of both supervisory and teaching personnel is an important part of the effective operation of the Nedrose Public School System.

The purpose of this policy is to provide a step-by-step procedure that guarantees the right of teachers to administrative due process, to assure fairness and equity. No teacher or administrator shall discriminate against, coerce or interfere with any teacher, administrator, witness or representative, for his/her involvement in the presentation or adjudication of any grievance.

No action taken under this procedure shall in any way be construed as forfeiting the right to seek redress through the courts.

If any provision of this procedure is or shall at any time become contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

Definitions

- Grievance is an allegation by a teacher that she/he has been subject to a personal loss, injury, or inconvenience because of a violation, misinterpretation, or misapplication of a specific article, section or paragraph of the negotiated agreement or a teacher's individual contract.
- Day as used herein shall be considered a school day and the time limits set shall be considered a maximum
- Administrator or supervisor named in this policy (e.g. Superintendent) assumes that his/her designate or deputy may serve in his/her place.

Time Limit

A grievance must be initiated within 30 days after the teacher knew of or should have known the term or condition giving rise to the grievance existed. Failure to timely present the grievance in writing shall be deemed a waiver of the grievance.

Conditions

Failure of the teacher to meet any of the deadlines contained in this procedure shall terminate the grievance. Failure of a school supervisor/administrator to respond to the grievance within specified deadlines shall be deemed a denial of the grievance and shall allow the teacher to advance the grievance to the next step.

Procedure

Meetings held under this procedure shall generally be conducted on non-school time at a place that will afford fair and reasonable opportunity for all persons proper to be present.

Each step in this procedure is intended to give bona fide consideration to the grievance and is to be a separate review of the facts. Each official to whom the grievance is presented shall issue a decision.

1. Informal Process: The Board encourages the resolution of grievances as near the point of origin as possible. Therefore, a teacher with a grievance shall first discuss it with his/her immediate supervisor. However, should such informal process fail to satisfy the teacher, then a grievance may be processed as follows:
2. Formal Process: A teacher may be represented and accompanied by a representative of his/her choosing at any step in this process. The teacher filing the grievance must be present at each step in this procedure.
 - a. The teacher who is filing the grievance shall prepare a written statement containing his/her name, address, and telephone number; school building address, the specific contract provision being grieved and why; and the requested remedy. The written grievance must be signed and dated by the grievant.
 - i. Written form is available as form DGAA-E in the Board policy manual and a copy is attached to this agreement.

- b. A teacher may present the written grievance to his/her immediate supervisor by the deadline contained in the "Time Limit" section of this procedure. The supervisor shall make every effort to resolve the grievance and shall, within 10 days of the filing of the grievance, render a written answer on the grievance.
- c. If no agreement is reached or if the time limit outlined above elapses without answer, the aggrieved teacher may present the written grievance to the Superintendent. This step must be initiated within four days of the supervisor's written decision or within fourteen days of the filing of the grievance in the event the supervisor fails to provide a written answer. The Superintendent shall either refer the grievance to a designated representative or shall personally work with the aggrieved to seek an equitable solution within 10 days. A written response shall be made to the grievant within the same 10 days.
- d. If the teacher disagrees with the findings; they can request review by the Nedrose School Board via a written request at the next school board meeting. A decision will be rendered by the school board at the next regularly scheduled board meeting.

ARTICLE V- TEACHER RIGHTS

Section 1. Rights and Protection in Representation

Under ND Century Code teachers have the right to bargain for terms and conditions of employment.

Section 2. Statutory Savings Clause

This agreement shall not deny or restrict the rights offered any teacher under the laws of North Dakota. The rights granted to teachers in this agreement shall be in addition to the teachers' rights provided elsewhere.

Section 3. NEA Representation

All teachers have the right to have NEA representation at any time.

Section 4. Evaluation of Students

The teacher shall have exclusive right to grade and evaluate students within the grading policies of the school district. No grade or evaluation shall be changed without a meeting being held between the teacher, administration, and other concerned parties.

ARTICLE VI - NEA RIGHTS

Section 1. Transacting NEA Business

Duly authorized representatives of the NEA or its affiliates shall be permitted to transact official NEA business on school property at all times provided that this shall not interfere with or interrupt normal school operations.

Section 2. Use of School Buildings

The NEA shall have the right to use school buildings at reasonable hours for meetings, provided that the principal of such buildings shall be notified in advance of the time and place of all meetings.

Section 3. Use of School Equipment

The NEA shall have the right to use school facilities and equipment. The equipment must stay on site, and the Board may charge the NEA a reasonable cost for any materials and supplies incident to any use. NEA would be liable for any damages due to negligence.

Section 4. Use of School Mail Services

The NEA shall have the right to use, at their expense, district mail service and teacher mail boxes for communication to teachers.

Section 5. Notification

The Business Manager will be responsible to have official Board meeting minutes posted in all teachers’ lounges.

ARTICLE VII - TEACHER EMPLOYMENT

Section 1. Salary Schedule

2021-2022 Base Salary: \$43,500

2022-2023 Base Salary: \$44,500

Returning Teacher Increase

2021-2022 : \$2,200

2022-2023: \$1,900

BS+10	BS+20	BS+30	BS+40	BS+50	BS+60	MS	MS+10	MS+20	MS+30	MS+40
\$1000	\$1000	\$1000	\$1200	\$1200	\$1200	\$1500	\$1200	\$1200	\$1200	\$1200

A. “The Returning Teacher” Schedule:

Each returning teacher will receive a minimum of \$1,000 that will be added to each full-time teacher’s annual salary yearly unless negotiated more in that contract year. This amount will be part of the negotiated salary increase.

Each returning teacher will receive an increase of \$2,200 that will be added to each full-time teacher’s annual salary in the 2021-2022 contract year and an increase of \$1,900 that will be added to each full-time teacher’s annual salary in the 2022-2023 contract year.

B. New Teacher’s coming into the district will receive \$600 per year of experience up to 20 years if this exceeds a current Teacher’s salary at the same lane and years of experience that teacher will be adjusted to the same level of current salary of new hire.

Section 2. Method of Payment

Teachers shall be paid on the 15th and 30th of each month by direct deposit. If the 15th or 30th falls on a day when school is not in session, teachers shall receive their payroll check on the last previous day that school is in session. Teachers will receive their balance of contract payment by direct deposit on the day following the end of the school year. Teachers must supply routing and deposit information to the business manager by September 1st of each school year.

Section 3. Breach of Contract/Liquidated Damages

The penalty for a teacher's breach of contract will be 3% of the teacher's salary if the contract is breached in June, 5% if it is breached in July, and 7% if it is breached in August. This penalty may be reduced or waived at the discretion of the Board.

ARTICLE VIII - TEACHER ASSIGNMENT

Section 1. Notification

All teachers previously employed by the system shall be given contractual notice of their salary for the forthcoming year. Schedules, class or subject assignments, building assignments, and room assignments will be made available as soon as they are completed. All teachers new to the system shall be given notice of their schedules, class, or subject assignments, building assignments, and room assignments for the forthcoming year as soon as practicable.

Section 2. Extracurricular

Any assignments in addition to normal teaching schedule during the regular school year shall not be made without the consent of both parties involved.

Section 3. Class Coverage

Teachers will receive 1/7 of sub pay for covering another class during their preparation hour in exchange for the extra duties. This does not apply to being asked to fill in during regular teaching hours (covering for field trips etc.).

ARTICLE IX - TEACHER EVALUATION

Section 1. Personnel Files

A teacher shall have the right upon request to review the contents of his or her personnel file. The teacher shall be entitled to have a representative of the NEA accompany him or her during such a review. All material concerning a teacher or his/her performance shall be kept in his or her personnel file and no such material can be placed in the personnel file without the teacher's previous knowledge. Additionally, the teacher has the right to write a response to any item in his or her personnel file and have that response added to the file as per ND Century Code 15.1-17.01-05

ARTICLE X - TRANSFER

Section 1. Notification of Job Openings

The principal shall notify all current staff members of any teaching vacancies or new positions before the openings are made public and interviews are held. June, July, August, and Emergency situations will post simultaneously to in house and public job boards.

Section 2. Voluntary

Teachers who desire a change in grade or subject assignment may file a written statement of such desire with the principal when an opening occurs. Such statement shall include the grade or subject to which he or she desires to be transferred in order of preference. Current staff members interested in any opening will be given consideration before interviews are held. In the event that more than one teacher is interested in the same position and both are certified for that opening, Administrator shall review and decide. In the event that such a request is denied, the teacher may request a conference with the principal concerning his or her request and denial. At such a conference, the teacher shall have the right of NEA representation.

Section 3. Involuntary

A teacher who has been involuntarily transferred or reassigned will be given consideration before those seeking voluntary transfer or reassignment in regard to choice among those future positions which are vacant.

ARTICLE XI - FAIR DISMISSAL PROCEDURES

Section 1. Minimum Standard Procedures

When reduction of professionally certified staff becomes necessary because of declining enrollment, program curtailment, or lack of funds, the Board shall make every effort to insure that selected personnel may be placed in other teaching situations.

Section 2. RIF Policy

In the event of staff reductions, contracts of separated personnel shall be terminated in accordance with present statutes, fair dismissal procedures per ND Century Code and district procedures.

The following guidelines shall be used:

1. Teachers not holding a regular North Dakota Teaching certificate shall be terminated first provided there are teachers who are fully certified to replace and perform all of the assigned duties of the terminated teacher.
2. If further reduction is still necessary, then teachers with the least number of years teaching experience in the Nedrose School District will be terminated first, provided there are fully qualified, fully certified teachers to replace and perform all the needed duties of the terminated teacher.
3. If two or more teachers have the same number of years of experience in the system, the teacher with the least education will be terminated first.

Section 3. Recall Policy

Any separated personnel will be rehired if any vacancy occurs or which he/she is certified or has become certified for a period of one year. When a teacher is recalled, they will be rehired with the number of years of experience that they had when they were terminated.

In the event that there are more teachers on the recall list than there are positions available, the school district will offer those positions to the teachers in order of seniority, with the most senior teacher receiving the first offer of reemployment. The district will not employ any new teachers until all the teachers on the recall list, certified to hold the position have been given a written offer of reemployment and have refused the offer. Teachers will be responsible for responding to the school for a possible recall within 7 days.

ARTICLE XII - PROFESSIONAL DEVELOPMENT

Section 1. Principle

The Board and the NEA agree to the principle of continuing education of teachers, participation by teachers in professional organizations in the areas of their specialization, work on advanced degrees of special study, and participation in community education projects.

Section 2. Lane Changes

Graduate credits/Continuing Ed credits entitle a teacher to move horizontally on the salary schedule. Compensation in the contract shall be amended to reflect the additional salary if verification is made to the business manager prior to the beginning of the school year. Courses must be 500 level or above in the field of education.

Section 3. Conferences and Workshops

Any conference the school district is required by DPI or other state/federal agency to have representation; costs will be covered by the district.

Starting with the 2017-2019 Master Contract, a \$400 increase to base salary was accepted in lieu of previous payment for conferences, graduate credits, or CE credits.

Section 4. Professional Leave

Two days per year are allowed for each teacher for use towards professional growth. These days are subject to approval by the administration. This leave is cumulative to three days. Three days may be banked from previous years and a teacher may have five total days at the start of the year. No pay will be deducted for these days.

Section 5. NEA Leave

At the beginning of every school year, the NEA shall be credited with three days to be used by teachers who are officers or agents of the NEA, such use to be at the discretion of the NEA. The NEA agrees to notify the principals involved no less than five days in advance of the use of such leave. Such release time shall be in lieu of class assignment and shall be with pay.

ARTICLE XIII-TEACHER WORKLOAD-CLASS SIZE

Section 1. Hours

Teachers shall be required to report for duty 30 minutes before the opening of the school day, and shall be required to remain 30 minutes after the close of the school day unless duly compensated.

Section 2. Specialists

Teachers of music, art, physical education, special education, librarians, reading consultants, and speech pathologists shall be rendered with relief and preparation time on the same basis as other teachers in the district.

Section 3. Class Size

The Board will establish a policy on class size and aide time in accordance with guidelines set forth by the Dept. of Public Instruction.

Maximum Guidelines are as follows:

K-2	23
3-5	26
6-12	30

Instrumental and vocal music classes are exempt from this class size standard.

If maximum levels are exceeded during the course of a year, the school board and administration will be allowed the discretion to determine the best means of action, based upon the remaining time left in the school year.

ARTICLE XIV - LEAVE

Section 1. Sick Leave

Sick leave is defined as a situation in which the employee is physically unable to be on the job. At the beginning of each contract year, ten (10) full days of personal sick leave shall be allowed to every full time employee of Nedrose School without deduction in pay. Unused sick leave shall be allowed to accumulate up to 90 days. In the event that all of an employee's sick leave has been used, the Board will cease payment to the employee in accordance with the contract. Five (5) days may be borrowed from the next year's sick leave. If an employee leaves before borrowed sick leave is repaid, they will be responsible for payment of a day's salary for each borrowed day.

The Board may hold from the teacher's last check the value of any borrowed sick days until that teacher turns in a signed contract for the next school year.

An employee is advanced ten (10) days sick leave annually upon which to draw. If an employee does not complete the school year, and has used more than the proportionate number of sick leave days at the time of leaving the school's employ one day's salary shall be deducted from the remaining pay for each sick leave day used over the number to which the employee is entitled.

An employee will be allowed to use accumulated sick leave for the illness of an immediate family member, upon coordination with the administrator. Administrator may request doctor verification after three (3) consecutive days of absence.

Section 2. Maternity/Paternity/Adoption Leave

1. Staff may use accumulated sick leave for absences necessitated by childbirth and recovery therefrom, adoption of a child, or paternity.
2. The district will follow the Family Medical Leave Act (FMLA) which shall not exceed 12 weeks within a 12-month period.

Section 3. Sick Leave Accumulation

Unused sick leave may be accumulated from year to year up to 90 days. At the beginning of the contract year, an employee may draw upon their allowed ten days annual sick leave, plus their 90 accrued sick days. At the beginning of each school year, the business manager on behalf of the Board will furnish a written statement to each teacher setting forth the teacher's total unused sick leave credit.

Section 4. Personal Leave

Three days per year is allowed each teacher for personal leave. No pay will be deducted for these days. This leave shall be cumulative to five (5) days. Meaning that a teacher may begin the year with 5 banked days, and 3 days for the new year for a total of 8 days. An additional five (5) days per year will be allowed (not cumulative) for various reasons, but the teacher would be responsible for the substitute teacher's pay for these additional days. Final interpretation of this situation must be made by the principal.

Section 5. Bereavement Leave

Bereavement leave will be granted to employees at a rate not to exceed five (5) days for the death of any member of the employee's family. Additional time will be at the discretion of the Board and/or Administrator. This leave refers to immediate family which is defined as: father, mother, husband, wife, brother, sister, son, daughter, and stepchild. Two days will be provided for the death of a grandchild, grandfather, grandmother, niece, nephew, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandfather-in-law, and grandmother-in-law. Funeral leave is extended to include and not exceed one day with no deductions for funerals of aunts and uncles and funerals at which the teacher is a pallbearer. Any other special considerations will be on Board and/or Administrator approval.

Section 6. Leave of Absence

Up to one year of leave of absence without salary shall be granted for such reasons as extended personal or family illness, child care, paternity leave during childbirth, adoption, continuing education, military or alternative service, and seeking other employment. A teacher must have taught in the Nedrose School System for at least three years to be eligible for this leave.

Teachers returning from an extended leave of absence shall be entitled to:

- A. The same positions, which they held immediately prior to commencing the leave of absence or to positions of comparable responsibility and remuneration.

- B. Natural growth of seniority and salary schedule experience credit.
- C. Receives all other teacher fringe benefits including, but not limited to insurance coverage.

ARTICLE XV - TEACHER BENEFITS

Section 1. Health Insurance

For those employees desiring insurance, the total premium for single policies will be paid by the Nedrose School District. Nedrose School District will pay half the premiums of Blue Cross-Blue Shield Insurance for family. Nedrose will pay the equivalent of a single plan towards a single plus dependent plan or 50% of a single plus dependent plan, whichever is greater. The group will participate in the SELECTCHOICE 100 PLAN.

Any teacher who chooses not to utilize the medical benefit may have the option of receiving \$100 per month, paid by the Board, towards any one of the currently established annuity plans within the district.

Section 2. Teacher Retirement Assessment

The Nedrose School District will pay the teacher's assessment to TFFR to be used for tax sheltering. This amount to be paid in lieu of a salary increase as according to the TFFR Model 2.

Section 3. Mileage

Mileage is paid at the state rate to any district employee for required out of district travel.

Section 4. Payment for Unused Sick Leave

Upon retirement or departure from the Nedrose School District, any teacher with a minimum of 5 years of teacher service in the Nedrose School System, will be compensated at a rate of \$25/day for each unused day of sick leave, up to a maximum of 100 days or \$2500.

ARTICLE XVI - TEACHER PROTECTION

Any case of assault upon a teacher shall be promptly reported to the Board or the principal. The Board shall render any reasonable assistance to the teacher in connection with the handling of the incident.

If any teacher is complained against or sued as a result of any action taken by the teacher while in the pursuit of his or her employment, time lost by a teacher in connection with any incident mentioned in the Article shall not be charged against the teacher.

ARTICLE XVII - MISCELLANEOUS PROVISIONS

Section 1. Understanding

The Board and NEA agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties and that said terms and conditions may not be altered, changed, added to, deleted from, or modified without the mutual consent of the parties, in amendment, written and attached and made part of this agreement.

Section 2. Savings Clause

Should any article, section, or clause of this agreement be declared illegal or void by a court or competent jurisdiction, said article, section, or clause shall automatically be deleted from this agreement to the extent that it violates or conflicts with the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the agreement if not affected by the deleted article, section, or clause.

Section 3. Individual Contracts

Any contract between the Board and a teacher shall be expressly subject to the terms and conditions of the agreement. If any individual contract contains any language inconsistent with this agreement, the agreement for this duration shall be controlling.

Section 4. Copies

Copies of this agreement shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

ARTICLE XVIII - APPENDIXES

The salary schedules and policy statements here to attached in the form of Appendixes are made a part of this agreement, and shall be negotiated in conformance with the dates listed in Article XIX.

ARTICLE XIX-DURATION CLAUSE

This agreement shall be effective on July 1, 2021 and shall automatically be renewed and will continue in force for additional periods of two years unless either party gives notice to the other party at least 60 days prior to the anniversary date of its desire to reopen certain provisions of this Agreement and/or additions to this Agreement, and to negotiate over terms of these provisions. In the event a successor agreement is not agreed upon before the anniversary date of this Agreement, all provisions of this Agreement shall remain in full force and effect until a mutual agreement is reached. All salaries, benefits, and working conditions agreed upon in the successor agreement will be retroactive to the anniversary date of this Agreement.

ARTICLE XX - RATIFICATION

IN WITNESS WHEREOF, signatures of the duly authorized representatives of the Board and Professional Staff indicate that this contract has been ratified by the Nedrose School Board and the Nedrose Education Association.

This Agreement is signed this _____ day of _____, 20_____.

In witness thereof:

For the Education Association

For the Board of Education

President

President

Secretary

Business Manager