

WARWICK PUBLIC SCHOOL DISTRICT #29
Salary Schedule & Negotiated Agreement
2021-2022 & 2022-2023

Contracted Days

During the 2021-2022 & 2022-2023 school years, all teachers' contracts will be for 184 contract days (175 for instruction (student contact) days, 4 professional development days, 2 parent/teacher conference days, and 3 holidays). Professional development days can be provided in 6-hour full day blocks or 4-hour (1/2 day) blocks. Additional professional development days will be paid at \$250 per day. Storm makeup time and parent/teacher conferences or compensatory time for parent/teacher conferences will be according to NDCC 15.01-06-04.

A. Salary Schedule (Attachment # 1)

B. Insurance Benefits

The teachers may elect to take health insurance protection in the form of a Group policy based on the specifications mutually developed by the Warwick Education Association and the Warwick Public School Board. The Board will provide a single health, dental, and vision insurance for the 2021-2022 & 2022-2023 school years from Blue Cross/Blue Shield (this will thereafter be negotiated yearly). If a teacher declines the insurance benefits, he/she will not be paid that dollar amount in an annuity. Teachers may elect to take a single life policy. A 66.66 percent disability coverage policy will be provided by the Board as agreed in the 1989-1990 negotiated agreement.

C. Credit Payment/Clock Hours

The board will reimburse up to \$500 for the cost of tuition and classroom materials per school year for successfully completed graduate credits, provided the teacher has signed a contract to return to his/her duties at Warwick Public School for the upcoming school year.

In-service clock hours may be substituted in lieu of college credit at the ratio of one semester hour equal to 16 clock hours of time to a maximum of 4 semester hours or 64 clock hours.

All in-service clock hours and all graduate credit courses must be pre-approved by the administration.

D. Hard to Fill Positions

In the event the district does not attract qualified applicants for the certified positions, the Board may seek to designate the position as "hard to fill" position. The district may attempt to fill a "hard to fill" position by compensating the new hire by placing them on a salary schedule step beyond their years of experience. The Board, with advice from the superintendent, will decide at what higher step the new hire will be placed. This article is subject to the following stipulations:

1. Adherence to North Dakota Century School code 15.1-16-21. Salary Increase-Unfillable Position

E. Any teacher employed beyond the regular school term or teaching an additional class in lieu of a preparation period shall receive a salary proportionate to their regular salary as determined by the salary schedule and time employed.

F. A normal high school teaching load is 5 academic classes, a preparation and a tutorial or study hall period or 6 academic classes and a preparation period for a seven period day. If a teacher covers additional classes as a substitute teacher, compensation shall be \$15.00 per class per day. Elementary staff shall receive compensation of \$15/hour to a total of \$105 when covering the entire day.

G. Leave Policies

1. Sick Leave

All staff shall receive eleven (11) days of sick leave per year (12 month contracted staff will receive twelve (12) days), accumulative up to 90 days sick leave. Sick leave is to be used for the staff member's own illness or the illness of the staff member's spouse, children of staff member, grandchildren of staff member, siblings of staff member, and parents of staff member and spouse. A doctor's certificate may be required after three (3) working days of continued illness in order to continue sick leave. Use of sick leave is to be reported to the staff member's immediate supervisor and entered in Frontline Education Absence Management (formerly called Aesop) by the member or their supervisor. Returning teachers will be paid \$60.00 per day for unused accumulated sick leave beyond 90 days at the end of each school year.

Teachers leaving with less than 6 years as a teacher in the Warwick Public School District will be paid \$35.00 per day for unused accumulated sick leave days. Teachers leaving with 6 years or more as a teacher in the Warwick Public School District will be paid \$60.00 per day for unused accumulated sick leave days. Unused sick leave will be paid to the estate of a deceased staff member who passes away while in the school's employment.

Pregnancy shall be treated like any other disability for purpose of sick leave. This includes the time for recovery after the birth of a child.

2. Maternity/Paternity/ Adoption Leave - Staff will generally be granted maternity/paternity/adoption leave without pay for a period which generally may not exceed thirty (30) days in duration. (Maternity leave may be used if the staff member desires extended time after sick leave for pregnancy has expired.)
3. Funeral Leave - A maximum of five (5) days may be granted for death in the immediate family which shall include spouse, children, parents, sisters, brothers, aunts, uncles, grandparents, grandchildren, and nieces or nephews of the staff member or spouse. One (1) day per year of the five (5) days will be granted for the death of a non-relative. Upon request, additional day(s) may be granted by the Superintendent. If the request is denied, it may be appealed to the School Board, whose decision is final and not appealable.
4. Personal Leave - At the beginning of each school year, each full-time employee will be credited with four (4) days of personal leave. Personal leave will be permitted the day before or after a school vacation or legal holiday based upon number of applicants or on need. Exceptions to the personal leave policy must be approved by the Superintendent. The administration must be notified at least three (3) days in advance of the actual leave date. Teachers shall have the choice of carrying over two (2) personal days [accumulative to six (6)] or be compensated equal to substitute pay per day for any unused personal leave at the end of the school year.

5. Emergency Leave - Up to two (2) days, non-accumulative, emergency leave may be granted to employees for extraordinary circumstances. In this situation, each employee's need will be considered separately and on its own merit. The request for such a need must be presented in writing in a timely manner to the Superintendent. If the request is denied, it may be appealed to the School Board, whose decision is final and not appealable.
6. Professional Leave - Two (2) days non-accumulative professional leave days may be granted upon approval of the Superintendent.
7. Jury Duty - Warwick Public School employees will be excused for jury duty.

Employees receiving compensation from the court for time spent on jury duty have the following options:

1. Turn the financial compensation for time over to the school, or
 2. Keep the compensation and be docked salary from contract for the days spent.
 3. Expenses such as travel, meals, lodging, etc., are the responsibility of the employee.
- H. Each teacher is required to be present for the pre-school workshop day as set up by the administration before school begins.
- I. Special duties of teachers: The Superintendent or principal shall be in charge of all duty assignments (ticket selling, noon duty, etc.). Employees will be compensated at the rate of \$30 per night when supervising at athletic events.
- J. The school district shall pay registration fees of teachers attending workshops approved by the administration and will be reimbursed for lodging at the state rate. Receipts must be turned in for reimbursement.
- K. Contracts shall be issued after negotiations are completed and be returned by the teacher within 14 days.
- L. For the duration of this Agreement, all substitute teachers will receive \$165 per day with a \$20 per day increase after 10 days.
- M. The grievance policy shall only be modified by agreement of the Board and the WEA association. (Attachment #2)
- N. The Board shall pay 10.75% of the teacher's share of TFFR (5/14).
- O. The board will be using a Direct Deposit Policy. Direct deposits will be every other Wednesday. The pay period will be nine months (20 pay periods) with teachers having the option of being paid on a 12-month schedule (26 pay periods).
- P. A Reduction in Force Policy shall be instituted, and any changes will be renegotiated by the Board and WEA association. (Attachment #3)
- Q. All teachers will have the option to eat noon lunch at no cost to them. This is to be renegotiated each year. Noon lunches were approved for the 2021-2022 & 2022-2023 school years.

R. Duration Clause: This Negotiated Agreement shall be effective for the period from July 1, 2021, to June 30, 2023, at which time it will automatically renew itself for additional periods of one year unless either party provides written notice to the others, on or before March 1st, of its desire to negotiate terms of this contract. If a successor Agreement is not reached prior to the anniversary date of this Agreement, the Agreement shall remain in full force and effect until the negotiation process is completed, at which time the terms of the successor Agreement shall be applied retroactively to the first date of the successor Agreement.

S. Once a contract is signed, it is assumed that teachers will not request a release during the term of the contract. It is mutually acknowledged that termination of a contract by the teacher, prior to completion of the contract terms, results in damages to the School District which are impractical or extremely difficult to actually ascertain. In an effort to fix compensation which bears a reasonable relationship to probable damages and which is not disproportionate to reasonably anticipated damages, the following sum shall be paid by a teacher requesting a release from contract which is approved by the School Board:

Prior to May 15 -- \$500
May 16 to June 15 -- \$1,000
June 16 to July 15 -- \$1,500
After July 15 -- \$3,000

Nothing contained herein shall be construed to mean that the Board must release the teacher upon payment of the above amount. The School Board may, in its sole discretion and by reason of extenuating circumstances, waive part or all of such liquidated damages.

T. An Evaluation Committee shall be formed meeting at least once each academic semester or as deemed necessary to study use of the Teacher Evaluation System as approved by the teachers and the school board during the 2014-2015 school year. This committee will also inform the school board about any proposed changes to the Teacher Evaluation Format. The Evaluation Committee will consist of the following nine (9) persons who will each be voting members:

- Two (2) high school teachers;
- Two (2) middle school teachers;
- Two (2) elementary school teachers;
- Two (2) of the three principals, chosen by administration; and
- One (1) Warwick School Board member.

U. Each returning teacher will be informed in writing of their subject areas or grade levels the teacher will be assigned to teach at least three (3) weeks prior to the first day of school. After a teacher, new or returning, is provided that information, the teacher must be consulted in the event changes in the assigned subject areas or grade levels must be made. If a change in subject area or grade level must be made within three (3) weeks before the first day of school or during the school term, a \$500 incentive will be paid to the teacher, new or returning, making the change. If a class has no students registered or too few students to justify running the class, the teacher and the principal will agree on a replacement class and no incentive will be paid. This Section U does not apply to teachers hired later than three (3) weeks prior to the first day of school, nor does it apply to elective classes for new teachers.

V. Savings Clause

Should any term or condition of this Agreement be declared illegal or unenforceable by a court of competent jurisdiction, that term or condition shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining terms and conditions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted term or condition.

Attachment # 1

Warwick Public School Salary Schedule 2021-2022 & 2022-2023

HIRING LINE: The minimum salary for new hires and for teachers employed by the district on a nine-month basis as shown below.

CTE License without B.S.	B.S.	B.S. + 12	B.S. + 24	B.S. + 36	B.S. + 48 MASTERS	B.S. + 60 MASTERS+16	MASTERS+28
39,850	41,850	42,350	42,850	43,350	43,850	44,350	
					44,350	45,350	46,350

Other Information Needed:

1. Years Outside Teaching Experience
2. Addition to annual salary per year
 - *a. Any teacher employed in the system may, at the discretion of the Board, be granted all previous years of teaching experience from other systems. For each year of experience granted, a newly hired teacher will receive \$450, subject to the condition that the teacher’s total curricular salary may not exceed the total curricular salary to be paid to a returning teacher with the same number of years of teaching experience and on the same education lane except for areas of critical need in accordance with N.D.C.C. § 15.1-16-21 and any signing bonus offered to the new teacher under N.D.C.C. § 15.1-09-33.1. No returning teacher will be paid less than a new hire with comparable education.

RETURNING TEACHER SCHEDULE: The Warwick School District shall pay the following education compensation for returning teachers.

A. Lane Compensation Schedule:

B.S.	B.S. + 12	B.S. + 24	B.S. + 36	B.S. + 48 MASTERS	B.S. + 60 MASTERS + 16	MASTERS + 28
2000.00	500.00	500.00	500.00	500.00	500.00	
				1000.00	1000.00	1000.00

- B. The Warwick School District shall provide each returning contracted teacher with a \$1,000.00 annual increase to the teacher’s compensation package and each part time contracted teacher will receive the proportional amount. (ex. 5/7 contracted teacher will receive 5/7 of \$1,000.00).
- C. Additional teachers' compensation, if any, will be across-the-board increases as negotiated. For 2021-2022, the across-the-board increase per returning teacher will be \$1,000.00. For 2022-2023, the across-the-board increase for each returning teacher will be \$750.00. Each part time contracted teacher will receive the proportional amount. (ex. 5/7 contracted teacher will receive 5/7 of \$1,000.00 for 2021-2022 and 5/7 of \$750.00 for 2022-2023).
- D. Lane changes must take place before October 1.
 - *a. WEA members met and voted on May 16, 2008 to allow new teachers coming into the system all previous years of teaching experience from other systems. This was ratified by majority vote of the school board.

Attachment #2

GRIEVANCE PROCEDURES

Purpose

The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of procedure.

Definition

A "grievance" is an allegation by a teacher that a violation, misinterpretation, or misapplication of a specific article, section or paragraph of this Negotiated Agreement or a teacher's individual contract has occurred.

Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be kept at a minimum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement. In the event a grievance is filed on or after April 1st which, if left unresolved until the beginning of the following year, could result in irreparable harm to a party of interest, the time limits set forth herein shall be reduced to one-half rounded to the nearest day so that the grievance procedure may be completed prior to the end of the school year or soon thereafter as it is practical.

Grievance Steps

Level One: A grievance shall be first discussed with the principal or immediate supervisor of an employee as may be appropriate with the intent of resolving the matter informally. However, before an aggrieved employee can move to Level Two, he/she must first submit to the principal or immediate supervisor a written statement on the grievance form. The principal or immediate supervisor shall have a period of not less than ten (10) working days during which to hold a conference with the grievant. Following the conference but not later than ten (10) working days after said conference, the principal or the immediate supervisor shall tender a written response to the grievant.

Level Two: If the grievance is not satisfactorily resolved at Level One within ten (10) working days after the grievant filed a written grievance, the grievant may submit the written grievance to the Office of the Superintendent. The superintendent or designee shall schedule and hold a conference relative to such grievance. Within ten (10) working days of such meeting, the Superintendent or designee shall communicate in writing a decision to the grievant.

Level Three: If the grievance is not satisfactorily resolved at Level Two within ten (10) working days after the grievance was filed at Level Two, the grievant may submit the written grievance to the board. The board shall schedule and hold a conference within ten (10) working days of receipt of such grievance. Within ten (10) working days of such meeting, the board shall communicate in writing a decision to the grievant.

Level Four: If the grievance is not satisfactorily resolved within ten (10) working days after the grievant filed a grievance at Level Three, the grievant may submit the grievance to the Association and request submission to arbitration. The Association shall within ten (10) working days submit the grievance to the Arbitration Panel or return it to the grievant who may submit the grievance to the Panel at his/her cost. All costs of the arbitration shall be borne equally by both parties.

Selecting the Arbitration Panel

To create a panel, the Association shall select one person, the Board shall select one person, and those two persons shall within ten (10) days select a third person who shall serve as the panel's chairperson. Within ten (10) working days of selecting a chairperson, the panel shall respond in writing to the grievance. This response shall be final and binding on both parties.

Rights and Representation

No reprisals of any kind shall be taken by either party or by any member thereof against a party of interest, or other participants in the grievance procedure by reason of such participation.

Any party of interest may be represented at all stages of this procedure by a person(s) of his/her choosing. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views, and in all cases where it is present, the Association shall be further entitled to receive a copy of any written decisions rendered by the employee.

Miscellaneous

If, in the judgment of the Association, a grievance affects a group or class of employees, it may submit such grievance to commence at Level Two.

All documents, communications, and records dealing with the proceedings of a grievance shall be filed separately from the personnel file of the participants.

The grievant shall be informed at least ten (10) working days in advance of any scheduled meeting herein, but may agree to waive such time consideration to expedite the meeting at any earlier date.

The employer shall furnish the Association with such information as is necessary for the processing of the grievance.

Should an employee or an Association representative be required by the employer's scheduling to be absent from his/her regular assignment for the execution of this grievance procedure, he/she shall be released without loss of pay benefits.

All written communications required herein shall be served personally or by registered (certified) U.S. mail.

Attachment #3

Reduction in Force

When reduction of Professionally Certified Staff becomes necessary because of needs of the district such as 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 and that full-time professionally certified teachers are separated on the list.

The following guidelines shall be used:

- a. In the event of staff reductions, contracts of separated personnel shall be terminated in accordance with present statutes, fair dismissal procedures (Ch. 15.1-15, N.D.C.C.), and district procedures herein.
- b. Teachers not holding a regular North Dakota Teaching Certificate shall be terminated first, provided there are teachers who are fully qualified, and fully certified to replace and perform all of the assigned duties of the terminated teacher.
- c. If further reduction is still necessary, then teachers will be terminated by comparing them in four areas. All teachers will be rated according to their seniority, education and versatility in teaching areas. One point shall be given for each year of in-district service; two points for each lane on the salary schedule beyond the BS/BA lane the teacher has passed; three points for each subject area the teacher is certified to teach; and one point shall be given to each teacher who has been or will be receiving salary from the extra-curricular salary schedule during the school year in which the reduction-in-force decision is made. The teacher with the lowest score in these four areas shall be terminated first, provided duly qualified, fully certified teachers can replace and perform all the needed duties of the terminated teacher.
- d. Notification will be delivered to the certified staff members as early as possible, but not later than April 15th.
- e. A separated personnel will be rehired if any vacancy occurs for which he/she is certified or has become certified for a period of one year.
- f. In the event there are more teachers on the recall list than there are positions available, the school district will offer those positions to the teachers according to guideline number three above.
- g. The separated teacher reserves the right to refuse an offer of employment to a position for which he/she is not qualified without giving up his/her position on the recall list.
- h. The district will not employ any new teachers until all teachers on the recall list, certified to hold that position, have been given a written offer of reemployment and have refused said offer. The recall list will be maintained for three years after layoffs. It is the teacher's responsibility to keep the school informed of their whereabouts and interest in reemployment.

Negotiated Agreement for 2021-2022 &
2022-2023 Approved by the Warwick
Public School Board on April 29, 2021

Sean Wallace
Board Negotiator

Negotiated Agreement for 2021-2022 &
2022-2023 Approved by the Warwick
Education Association on April 21, 2021

Nita Kevding
Association Negotiator