2022-2023 AGREEMENT BETWEEN
NEW TOWN PUBLIC SCHOOL DISTRICT #1
AND
THE NEW TOWN EDUCATION ASSOCIATION

THIS AGREEMENT is made and entered by and between the School Board of the New Town Public School District #1 of Mountrail County, North Dakota, hereinafter referred to as the Board and the New Town Education Association, hereinafter referred to as the Association.

If any provision or application of this contract is for any reason held to be illegal, such decision shall not affect the validity of the remaining provisions and applications of this contract.

ARTICLE I - NEGOTIATIONS

Section 1. Recognition

The Board recognizes the respective representative of the full-time/part-time certificated teachers, hereafter referred to as the teachers, for the expressed purpose of negotiations.

Section 2. Ground Rules

The Negotiating Team, as representatives of the Board and the Association, shall determine annually the ground rules for bargaining.

The scope of the negotiated agreement shall be salary, hours, formulation of an agreement, binding arbitration and interpretation of an agreement. In addition, other items may be discussed and decisions made as mutually agreed upon.

The negotiated agreement shall be ratified by the Association membership and secondly approved by the Board.

ARTICLE II - SALARIES

Section 1. Salary Schedule

The salary schedule for the full-time teachers of the district shall be as provided at Schedule I (2022-2023), attached hereto and incorporated by reference. Part-time teachers shall be compensated on a pro-rata basis for the salary and benefits. Compensation for additional education is based on semester hours of education credit.

Section 2. Extra Curricular Pay Schedule

The extra curricular pay schedule for the New Town School District #1 shall be as provided at Schedule II (2022-2023), attached hereto and incorporated by reference subject to the following conditions:
a. Percentage shall be based on the base salary of the salary schedule in Schedule I for the 2022-2023 school year.
b. Experience may be counted as the total years of experience in that particular coaching responsibility in the system, excluding advisorships.
c. Change from one position to another within the same sport shall carry the years experience to the new activity.
d. When a position is added to the extra-curricular pay schedule, the person shall start at 0 years experience.
e. Extra curricular pay shall be paid in a check separate from the regular teacher salary pay check.

Section 3. Pay Schedule

a. All teachers shall be paid at least once a month during the academic year. If teachers choose to be paid on a twelve month basis, they must give their preference in writing by the beginning of the school year.

b. Any changes in benefits or payment basis, as requested by the teacher, shall be subject to a $60.00 service fee the Monday after the second pay period and throughout the school year.

c. Leave without pay requests will be charged $200 per request. This fee for leave without pay may be waived by the superintendent for emergencies or legitimate requests. Leave without pay requests for additional days for vacation will not be approved.

Section 4. Substitute Teaching During Preparation Period

Each teacher shall be paid at a rate of $30.00 per designated preparation period when substituting for another teacher.

Section 5. Daily Schedule

Teachers’ work days shall be from 8:10 a.m. to 4:10 p.m., except for time as specified for meetings, I.E.P.’s, school improvement, and any other professional meetings (excluding staff meetings which will be completed by 4:25 pm). By mutual agreement between a teacher and Superintendent, a teacher may be assigned work from 9:10 a.m. to 5:10 p.m. Teachers may leave on Friday or the day before a holiday after students leave. If for any reason, teachers find it necessary to leave early or arrive late, they shall request approval from the respective principal.

ARTICLE III - FRINGE BENEFITS

All full-time teachers receive the benefits listed in this Article. All part-time teachers shall receive health insurance, sick leave, personal leave and funeral leave on a pro-rata basis.
Section 1. Health Insurance

The New Town School District #1 shall pay full single coverage at 2022-2023 rates, or up to a maximum of the dollar amount necessary to pay one-half (1/2) of family coverage (plus up to an additional $1,000 for those on Single Plus Dependents & Family Plans) for the 2022-2023 school term teachers for group health insurance.

Section 2. College Credit Reimbursement

Teachers shall be reimbursed $150.00 per administratively approved semester credit for out-of-pocket expenses, not to exceed a maximum of $400.00 during the 2022-2023 school year. Receipts must be submitted with paperwork.

Section 3. Sick Leave

a. Full-time teachers are allowed 12 days a year for sick leave, cumulative to 110 days.

b. Sick leave shall be granted for personal illness, injury, physical disability or mental disability of an employee, and employee's minor child or spouse. Sick leave shall also be granted for a serious health condition (as defined by the Family and Medical Leave Act of 1993) of the employee's adult children, parents, siblings, or other person residing with the employee for whom employee is legally responsible.

c. Sick leave can be used for death of spouse, parents, siblings, children, grandparents, grandchildren, and spouse's parents, siblings, children, grandparents, or grandchildren.

d. Sick leave can be used for serious health condition, after the second consecutive day for grandparents or grandchildren.

e. Sick leave can be used for maternity/paternity leave or adoption. The length of time shall not exceed 6 weeks, absent a continuing disability as determined by a doctor. This is paid leave if the parent has the sick leave days accumulated, otherwise it shall be unpaid leave.

f. Doctor and dentist appointments may be counted as sick leave for employee, children or dependent parents. Teachers are encouraged to schedule appointments that will not interfere with a school day.

g. Unused accumulated sick leave shall be reimbursed to teachers when they leave the employment of the New Town School District at a rate of forty dollars ($40.00) for each day.

h. Unused accumulated sick leave over the maximum of 110 days shall be paid back yearly in the amount of $50 per day.
i. Administration has the right to require documentation when there is reasonable suspicion that it is being abused including the following days.

   a) A sick day after a holiday or vacation.
   b) A medical appointment the day before or after a holiday or vacation.
   c) A medical appointment during the first and last two weeks of the school year and during the ND State Assessment testing period.

j. No sick leave can be taken during a Professional Development Day (this does not apply to those staff on FMLA leave).

k. If sick leave has been depleted, personal leave shall be used before unpaid leave takes effect.

Section 4. Sick Leave Bank

Sick leave bank is available to members of the New Town Public School faculty. Only those choosing to participate may use the sick leave bank. The purpose of the bank is for unexpected and catastrophic illness and/or injury of faculty members or immediate family members (defined as spouse, children, step-children). Each participating faculty member shall donate two sick leave days to the bank the first year, and one sick leave day each succeeding year until the bank reaches a balance of 90 days. When the balance drops below 90 days minus one day per participating faculty member, each member will be assessed sufficient days at the signing of the contract the following year to restore the 90 day balance.

a. Qualifications. The offer to join the sick leave bank is a one time offer. Each person signing a contract for 1995-1996 had the option to join at that time. Thereafter, only new faculty signing their contracts will be eligible to join and they will be assessed two days upon joining.

b. Application. Any faculty member who has used his/her total accumulated sick leave may apply to the sick leave bank for consideration to draw on the sick leave bank days. The application must be in writing and given to the sick leave bank committee for consideration. A medical doctor's certificate of illness has to accompany the application.

c. Committee. The sick leave bank committee shall consist of three NTEA members, a principal, a school board member, and the business manager. The NTEA members will be chosen yearly by that organization. The purpose of the committee will be to oversee the use of the bank, review, accept or reject the application, and see that the bank is not abused.

d. Limitations. Any participating member of the sick leave bank, upon approval of the sick leave bank committee, may draw from the sick leave bank for a period of not to exceed 30 school days. This benefit shall be realized regardless of benefits obtained by non-school agencies. Any participating member may end participation at the end of the current contract year but may not rejoin. The donated days shall not be returned at the end of participation.
e. Accounting. Recordkeeping and accounting procedures will be maintained by the district business manager.

f. Any unused sick leave days will be returned to the sick leave bank.

Section 5. Personal Leave

a. Two days, cumulative to five, shall be allowed each year of service as a full-time teacher.

b. Advance written notice of 48 hours shall be required except in an emergency. The 48 hour requirement may be waived by the principal in an emergency.

c. No personal leave may be taken the first two weeks of the school year, nor the day before or the school day following any school holiday or vacation. No personal leave will be granted during the ND State Assessment testing period. This requirement may be waived by the building principal.

d. No more than 8 percent of the teachers can be on personal leave on any one day, unless authorized by the principal.

e. Unused personal leave shall be reimbursed teachers when they leave the employ of the New Town School District at a rate of seventy dollars ($70.00) for each full day. Unused accumulated personal leave shall be paid back yearly in the amount of $100 per day.

f. Veteran Staff Perks. Teachers with:

1. 15 to 24 years of in-district experience receive one extra day per school year; and
2. 25 or more years of in-district experience receive one and a ½ extra days per school year.

For purposes of this subsection, teaching experience gained outside the New Town School District will not be included.

g. No personal leave can be taken during a Professional Development Day (this does not apply to those staff on FMLA leave).

h. If sick leave is depleted, personal leave shall be depleted before unpaid leave takes effect.

Section 6. Professional Leave

Each teacher may be granted professional leave days to be used for the teacher's professional business at the discretion of the principal. The teacher planning to use a professional business day or days shall notify the respective principal in writing at least two
weeks prior to request, except in emergency situations. Professional business days may be used for purposes of including, but not limited to visiting other districts to view techniques or programs, and attending conferences, workshops, or seminars conducted by colleges, universities, DPI, the NDEA or NEA.

Section 7. Sabbatical Leave

Upon request of the teacher and approval by the New Town School Board, in its sole discretion, a sabbatical leave may be granted without pay or fringe benefits. Sabbatical leave includes, but is not necessarily limited to, educational advancement, foreign exchange teaching, volunteer service (Peace Corps, etc.), or other professional growth experiences related to the teaching field of the teacher. The teacher shall submit a written request form by April 1 of the year preceding the requested sabbatical. The Board shall act on that sabbatical request at the next regular Board meeting. Teachers who return to the New Town School District from a sabbatical leave shall have all accumulated benefits as stated in the agreement reinstated and shall be placed on the salary schedule without credit for time spent on sabbatical leave. Teachers on sabbatical leave shall notify the business office by April 1 of the sabbatical year on intent to return, or shall be deemed to have resigned. Teachers on sabbatical leave are not to be exempt from reduction in force consideration. Teachers on sabbatical leave shall be allowed to stay on the district's health insurance plan at their own expense.

Section 8. Association Leave

The Association may take six (6) days of association leave per contract year. A day is defined as one person for one day of school. The Association shall pay for the amount of the substitute.

Section 9. Funeral Leave

a. Full-time teachers are allowed 1 day a year for funeral leave, accumulative to 2 days. A teacher (or their spouse, brother, sister) who is selected as a senior pallbearer is allowed one additional day of funeral leave per year.

b. In the event of extenuating circumstances not covered by previous sections, the decision is to be made by the Superintendent.

Section 10. Emergency Community Service Leave

Release time during school hours shall be given for emergency community service personnel when no other emergency personnel can be found.

ARTICLE IV - MISCELLANEOUS

Section 1. Teacher Input Committees

a. The School Calendar Committee may take recommendations to the School Board
about the calendar. The committee shall consist of the building principals and an NTEA member from the Elementary, Middle School and High School. This committee shall be responsible for input on the calendar for the coming school year. The school calendar shall be presented to the Board for their action.

Section 2. Reduction in Force

When the School Board determines that Reduction in Force of licensed teachers becomes necessary, the following guidelines shall be used:

a. In the event of staff reductions, contracts of separated personnel shall be terminated in accordance with NDCC statutes in force at the time.

b. The Administration shall determine the teacher(s) to be recommended for reduction-in-force nonrenewal by applying the following criteria:

1. Attrition, including retirements and resignations, shall be relied on to the extent possible.

2. When attrition is not sufficient to alleviate the necessity for reduction-in-force, then the policy of this District shall be to retain those teachers with the greatest adaptability to meet the present and future staffing and educational needs of the District.

3. When two teachers within the same area of licensure are deemed to be of equal adaptability to meet the present and future staffing needs of the District, then the teacher with the superior academic and professional preparation, beyond minimum licensure requirements in his or her teacher field, shall be retained.

4. When two teachers are deemed to be of equal adaptability and have equal academic and professional preparation within their teaching fields, then the teacher who has taught in this District for the greater period of time shall be retained.

c. After a teacher has been nonrenewed because of a reduction in force, he/she may, per written request, be placed on a list to be considered for possible recall to employment. The following procedures shall be followed:

1. Teachers who have been nonrenewed because of reduction in force must request to be placed on a recall list within 10 days after their notification of nonrenewal. Separated teachers under consideration for re-employment shall be sent a certified letter of an opening for which they are qualified if they supply the Business Manager with an address. They shall have 10 days from the date the certified letter was sent to apply for the vacancy. This shall entitle them to the same consideration for the position as any other candidate.
2. A teacher returning to employment from the recall list shall be placed on the appropriate step and lane of the salary schedule, and shall be subject to the same benefits as any other teacher.

3. Separated teachers must meet required qualifications to retain the right to be considered for future vacancies.

Section 3. Contract Release/Liquidated Damages

It is mutually acknowledged that termination of a contract by the teacher, prior to the completion of the contract terms, results in damages to the School District. Therefore, if a teacher requests to be released from a contract the first semester, the letter from the teacher, in which a release from contract is requested, must be accompanied by a cashier's check, bank draft, or certified check in the amount of $1,000 to cover liquidated damages. If a teacher requests to be released from a contract the second semester, the letter from the teacher, in which a release from contract is requested, must be accompanied by a cashier’s check, bank draft, or certified check in the amount of $1,500 to cover liquidated damages. Nothing contained herein shall be construed to mean that the Board must release the teacher upon payment of the above amount.

Section 4. Assignments

All teachers employed at New Town School District #1 shall be given notice of their salary and tentative schedules, class, or subject assignments, building assignments, and room assignments for the forthcoming year as soon as instructional requirements and sufficient staff positions have been filled so as to meet requirements of the law and satisfy the needs of the District. Staff members shall be consulted in the event that changes in assignments must be made.

Assignments in addition to the teaching schedule during the regular school year and summer school sessions shall be made by the Administration. Work assignments shall be given to the most qualified teachers. Terms of employment and assignments not covered by this agreement continue to be subject to the board’s directives.

Section 5. Assistance with School Activities

Teachers shall assist with ticket sales and hall supervision at three events. They will receive one free season pass and $20 per event.

Section 6. Assigned Supervision Outside the Work Day

Each teacher assigned to supervise Music Programs, Math Nights, Reading Nights, Back-to-School/Open House Nights, and Professional Development Activities (Curriculum Steering Committee, Breakfast Meetings with New Teachers and the Administration, New Teacher Workshop, Curriculum Work on Weekends and Summer, School Improvement Team Meetings/Training, Mandatory School Sponsored Workshops), outside the teacher’s Work Day as defined in Article II, Section 5, above, will be paid $20 per hour.
ARTICLE V. GRIEVANCE PROCEDURE

Section 1. Definitions

  a. A "grievant" shall mean a teacher, or group of teachers, employed by the New Town School District, filing a grievance.

  b. A "grievance" shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of the terms of this agreement or that there exists a condition which jeopardizes employee health or safety.

  c. The term "days" when used in this Article shall, except where otherwise indicated, means school days. In the event a grievance is still active on the calendar day following the last school day, the meaning of the word "day" shall be a week day (Monday through Friday) so that the matter may be resolved as soon as possible.

Section 2. Statement of Principles.

The objective of the grievance procedure is to ensure an opportunity for professional staff members and administrators to have unobstructed communications with one another and the Board with respect to alleged grievances through recognized channels.

a. The purpose of this article is to secure at the lowest possible administrative level equitable solutions to the problems which may from time to time arise during the administration of the agreement.

b. Every teacher covered by this agreement shall have the right to present grievances in accordance with these procedures. Nothing contained in this article or elsewhere in this agreement shall be construed to prevent any individual employee from informally discussing a problem with the administration and having it adjusted without the use of this procedure, provided the adjustment is not inconsistent with the agreement.

c. A teacher or group of teachers who participated in these grievance procedures shall not be subject to discipline or reprisal of such participation.

d. Failure of a teacher to act on any grievance within the prescribed time limits will prevent any further appeal and the failure to render a decision or hold a conference or meeting as required herein within the time limits shall permit the grievance to proceed to the next step. The time limits, however, may be extended by mutual agreement.

e. Any teacher has a right to be represented in the grievance procedure. Any teacher shall have the right to include in his/her representation such witnesses and counselors as deemed necessary. The teacher shall be present at any grievance discussion involving the grievance.

f. Hearing and conferences under this procedure shall be conducted after regular school hours.
g. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher or his/her representative shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.

h. It is agreed that this grievance procedure shall be the exclusive formal remedy for adjudicating any alleged violation, misinterpretation, or misapplication of any provision of this agreement, or that there exists a condition which jeopardizes employee health or safety.

i. If at any step of the grievance proceedings a grievant receives the relief sought, the proceedings shall terminate.

j. Any person who might be required to take action or against whom action might be taken in order to resolve the claim shall have the right to be represented in the grievance procedure.

k. Only one complaint shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the incident or act causing the grievance, a statement of the issue involved, the relief sought, the date of the incident or that the violation took place, the specific section of the agreement that the grievant alleges to have been violated, the signature of the grievant and the date. In the event more than one grievance is simultaneously filed setting forth the same identical complaint, they shall be processed through the grievance procedure jointly. In this case the grievants may elect to go directly to step three.

l. Any notice required hereunder to be given to the Board shall be served upon the Business Manager of the District. Any notice required hereunder to be given to the grievant shall be given directly to him/her. Notice shall be deemed completed upon receipt of the notice by the party being served. Service may be made personally or by certified or registered mail and the return receipt shall be evidence of compliance with notice requirements.

Section 3. Steps of Procedure

a. First Step. An attempt shall be made within ten (10) days to resolve any grievance in informal, verbal discussion between the grievant and his/her immediate supervisor. Any teacher shall have the right to include in his/her representative such witnesses and counselors as deemed necessary.

b. Second Step. If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing with his/her immediate supervisor or principal within seven (7) days from the date of verbal response of supervisor or principal. The immediate supervisor or principal shall hold a conference with the grievant within five (5) days of receipt of the written grievance. The immediate supervisor or principal shall make a decision on the grievance and communicate it in writing to the grievant within five (5) days after the conference.

c. Third Step. In the event a grievance has not been satisfactorily resolved at the
second step, the grievant shall file, within five (5) days of the immediate supervisor's or principal's written decision at the second step, a copy of the grievance with the Superintendent. Within five (5) days after such written grievance is filed, the grievant and the Superintendent or his designee shall meet to resolve the grievance. The Superintendent or his designee shall make a decision and communicate it in writing to the grievant and the principal or immediate supervisor within five (5) days after the meeting.

d. **Fourth Step.** In the event the grievance is not satisfactorily resolved at the third step, the grievant may request advisory mediation within five (5) days after the decision of the Superintendent. Within seven (7) days after written request for advisory mediation, the teacher shall select one person, the board shall select one person, and those two persons shall within five (5) days select a third person who shall serve as the mediation panel's chairperson.

Within five (5) days, the mediator shall examine the allegation and within ten (10) days shall render an advisory decision to the teacher/Association and the School Board. The mediation panel's decision shall be limited to the agreement only, with no discretionary power as to board policy or other implied services. All costs of mediation shall be shared equally by the District and the Association.

e. **Fifth Step.** The School Board, on the date of its next regularly scheduled meeting, shall review the decision of the mediators. An appeal submitted less than five (5) days prior to a School Board meeting will be initially considered on the date of the following regular School Board meeting. The School Board may affirm or reverse the third party's decision.

**Section 4. Disposition**

Copies of the grievance procedure shall not become a part of any teacher's personnel file. School Board members, administrators, or teachers shall not discriminate against one another because of the exercise of rights under this Grievance Procedure.
ARTICLE VI - DURATION AND RATIFICATION

Section 1. Duration

The effective dates of this master agreement shall be from July 1, 2022 to June 30, 2023. Petitioning by the representative organization shall occur no later than March 1st, if the representative organization or Board wishes to enter into negotiations or the contract becomes automatically renewed.

Section 2. Ratification

IN WITNESS WHEREOF, signatures of the duly authorized representatives of the Association and Board indicate that this Negotiated Agreement has been ratified by the New Town Education Association and the New Town School Board.

Dated this 19th day of April, 2022.

NEW TOWN PUBLIC SCHOOL DISTRICT #1

BY: _____________________________

School Board President

NEW TOWN EDUCATION ASSOCIATION

BY: _____________________________

Authorized Negotiator
2022-2023
SCHOOL SCHEDULE I
NEW TOWN PUBLIC SCHOOL DISTRICT #1

NEW HIRES

A) The minimum salary for teachers employed by the District on a nine month basis is as shown below:

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<tr>
<th>BS</th>
<th>BS+8</th>
<th>BS+16</th>
<th>BS+24</th>
<th>BS+32</th>
<th>BS+40</th>
<th>MS</th>
<th>MS+8</th>
<th>MS+16</th>
<th>MS+24</th>
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<td>50,000</td>
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<td>57,900</td>
<td>58,700</td>
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No teacher on the same education lane shall be paid less than the minimum salary on that lane.

B) Any teacher hired into the system may, at the discretion of the board, be granted previous years of teaching experience from another system. For each year of experience granted, a newly hired teacher will receive $325, subject to the condition that said teacher’s total curricular salary shall not exceed the total curricular salary to be paid to a returning teacher with the same or greater number of years of teaching experience and on the same education lane. If the teacher has experience in the New Town Public School District #1, the newly hired teacher will receive $400 per year for each year that they worked in New Town as compared to the $325 per year for outside experience.

RETURNING TEACHERS

1) The New Town Public School District shall pay the following education lanes:

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<tr>
<th>BS</th>
<th>BS+8</th>
<th>BS+16</th>
<th>BS+24</th>
<th>BS+32</th>
<th>BS+40</th>
<th>MS</th>
<th>MS+8</th>
<th>MS+16</th>
<th>MS+24</th>
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<td>800</td>
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<td>3,100</td>
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2) Guaranteed Annual Increase: The district shall provide each contracted full time teacher with a $850 annual increase to the teacher’s salary compensation package and each part time contracted teacher will receive the proportional amount (ex. 5/7 contracted teacher will receive 5/7 of $850).

3) Additional Teacher’s Salary Compensation for 2022-2023 will be across-the-board increases of an additional $1,150.

4) A teacher who is employed by the district may resign his or her teaching position for the purpose of reapplying for any position the district is trying to fill. They would only receive the salary amount that they were entitled to prior to resigning.
5) Teachers who have taught in the New Town Public School District for 20 years or more will receive an additional $1,000 for the 2022-2023 school year, following which the provisions of this paragraph will automatically be deleted, effective June 30, 2023.

6) No teacher on the same education lane shall be paid less than the minimum salary on that lane.

EDUCATION LANES
(For New Hires and Returning Teachers)

A) Education Lanes are based on graduate semester hours, except for auto mechanics and building trades teachers whose required certification programs are not available for graduate credit.

B) Any graduate credit class that will be used for a lane change must be prior approved by the principal or superintendent. If not prior approved, it cannot be used for the lane change. In the case of auto mechanics and building trades, earned vocational education certification credit equivalency shall be based on 15 clock hours = 1 semester hour.

C) Timeline for receiving approval of Education Lane increase:

1) A written statement of intent to apply for an education lane increase must be submitted to the Superintendent on or before June 25th, prior to the school year in which an education lane increase is requested;

2) All supporting documents must be submitted to the Business Manager on or before the first Monday following the second pay period of the school year; and

3) Upon receipt, and approval of transcripts by the Principal, contracts for teachers who have earned an education lane increase will be rewritten accordingly.
<table>
<thead>
<tr>
<th>Position</th>
<th>Pay</th>
<th>Position</th>
<th>Pay</th>
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<td>Head Football</td>
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<td>Head Girls Wrestling</td>
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<td>Grade Wrestling</td>
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<td>.08</td>
<td>Asst. Grade Wrestling</td>
<td>.02</td>
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<tr>
<td>C-Squad Boys Basketball</td>
<td>.05</td>
<td>Head Boys Track</td>
<td>.08</td>
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<tr>
<td>MS (7/8) Boys Basketball</td>
<td>.04</td>
<td>Head Girls Track</td>
<td>.08</td>
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<tr>
<td>Grade Boys Basketball</td>
<td>.03</td>
<td>Asst. Track</td>
<td>.06</td>
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<tr>
<td>Head Girls Basketball</td>
<td>.10</td>
<td>MS (7/8) Track</td>
<td>.05</td>
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<td>Asst. Girls Basketball</td>
<td>.08</td>
<td>Elementary Track</td>
<td>.03</td>
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<tr>
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