NESSON PUBLIC SCHOOL DISTRICT #2
PROFESSIONAL NEGOTIATIONS CONTRACT
2026-2027

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PREAMBLE

The School Board of the Nesson School District #2 and the Ray Education Association do hereby agree that the welfare of the children of the Nesson School District is paramount in the operation of the school and will be promoted by both parties. The parties do hereby agree as follows:

ARTICLE I RECOGNITION

The School Board of the Nesson Public School District #2 (hereafter referred to as the Board) recognizes the Ray Education Association (hereafter referred to as the Association), as the exclusive representative of all licensed teachers employed for classroom instruction excluding the counselor position.

ARTICLE II GRIEVANCE PROCEDURE

The Board, the Administration, and the Association 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 the Nesson School District. A plan to resolve dissatisfactions and redress grievances of both supervisory and teaching personnel is an important part of the effective operation of the Nesson Public School System.

Section 1. Objectives
The broad objectives of the Grievance Procedure for the Nesson Public School District shall be:
a. to insure an opportunity for professional staff members and administrators to have unobstructed communication with one another and the school board with respect to alleged grievance without fear of reprisal.
b. to reduce that potential area of conflict between professional staff members, the Administration, and the School Board.
c. to encourage and assure the freedom of communication through recognized channels between professional staff members, administrators and the School Board.
d. to encourage the resolution of complaints as near the point of origin as possible.
e. To contribute to the development of improved morale and effectiveness of the Nesson Public School professional staff through an increased understanding of the Nesson Public School policies which affect them.

Section 2. Definitions
A grievance is a claim based upon an event or condition, which affects the conditions or circumstances under which a teacher works, allegedly caused by misinterpretations or inequitable application of established policy of the terms of this agreement.

Section 3. Procedures
Step 1. A teacher or teachers along with their REA Representative will take a grievance to their immediate supervisor, their principal. The teacher or teachers will have ten working days from the date of the occurrence of the incident being grieved to report it to their principal.
Step 2. The Principal must respond to the teacher or teachers within five school days after receiving the grievance. If they feel progress is not being made, the teachers may bring the grievance to the attention of the Superintendent who must also respond to their grievance within five school days.
Step 3. If the problem is not solved in Steps 1 or 2, then the teacher may request a meeting of the grievance committee; this request is to be in writing. Within ten days after receiving the written request, the Superintendent shall call a meeting of the grievance committee consisting of two school board members, two teachers of the Ray School System, and the Superintendent as chairman. The committee shall examine the complaint, consider the options of all parties concerned, interpret the school policy in question, and submit written reports to the School Board and the REA.

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 their rights under this Grievance Procedure.

ARTICLE III TEACHERS' RIGHTS

Section 1. Rights and Protection in Representation
Pursuant to 15.1-16 of the NDCC, the Board hereby agrees that every teacher employed by the Board shall have the right to organize, to join, and to support the Association and its affiliates for the purpose of professional negotiations and other concerned activities for mutual aid and protections. As a duly elected body exercising governmental power under the laws of North Dakota, the Board agrees that it shall not directly discourage or deprive or coerce any teacher in the endowment of right conferred by 15.1-16 or other laws of North Dakota or the Constitution of North Dakota or the United States; that it shall not discriminate against any teacher with respect to hours, salary, or any terms or conditions of employment by reason of his membership in the Association or its affiliates, professional negotiations with the Board, or his grievance, complaints, or proceeding under the provisions of this agreement or otherwise, with respect to any terms or conditions of employment.

Section 2. Statutory Savings Clause
Nothing contained herein shall be construed to deny or restrict the rights afforded any teacher under the laws of North Dakota.

Section 3. Required Meeting or Hearings
Whenever any teacher is required to appear before the Superintendent or the Board for reasons that will adversely affect the teacher's contractual status, salary increments, or professional position, the teacher shall be notified of the reasons for such a meeting and be entitled to Association representation at such meeting. Conferences with the Superintendent that are not immediately concerned with the above shall not be deemed a part of this section.

Section 4. Evaluation of Students
The teacher shall have the right to grade and evaluate students within the grading policies of the school district. No grade or evaluation shall be changed unless extenuating circumstances warrant such change and upon consultation with the parties involved.

ARTICLE IV TEACHER EMPLOYMENT

Section 1. Contract Year
Teachers' Employment shall be for a period of 182 days, consisting of 175 actual school days, 3 legal holidays, 2 in-service days, and a minimum of 2 professional development days or as required by law. In the event of multiple storm days beyond those scheduled in the approved school calendar, the board reserves the right to grant administration the ability to convert a maximum of two days for professional development use. The days are to be scheduled in the subsequent school year between the 2nd Monday of August and the last day of school.

Section 2. Part Time Teachers Placement on Salary Schedule
Part time teachers shall be given credit for one full year of experience each year. Their salary shall be computed by the following formula: number of contract days divided by 182 multiplied by the salary for that step on the schedule.

ARTICLE V TEACHER ASSIGNMENT

Section 1. Assignment Areas
Teachers shall be assigned to teach in areas in which they have a North Dakota Department of Public Instruction license or credential. Teachers will be notified of tentative class schedules and class splits by August 1, if practical.

Section 2. Extra-Curricular
Any assignments and/or changes in addition to the teaching contract during the regular school year shall not be made without consulting the teacher involved.

Section 3. Contract Changes
Additions or changes in an individual's contract will be reduced to writing on a separate page and attached to the individual's contract. Monies forthcoming for these additions or changes shall be paid in a lump sum at the end of the season or activity affected by the change.

ARTICLE VI REDUCTION IN STAFF PROCEDURES

In the event a reduction in staff is necessary due to a decrease in students, educational revisions, or budgetary or financial consideration, the following procedures shall be applied.

1. Reduction in staff shall be based on seniority with seniority defined as length of service in the district. In the event of a tie, the teacher with the greatest academic preparation in the area of employment will have seniority.
2. When the Board has established the actual number of teachers, the areas, and the disciplines to be affected, the administration will determine the list of people to be laid off.
3. Inasmuch as possible, normal attrition will be used; that is teachers who resign will not be replaced if there are qualified teachers, who meet the teaching assignment of the resigning teacher, available in the District.
4. Teachers who are laid off will be recalled in reverse order of layoff to fill openings as they arise and for which the teacher is qualified for a period of time not to exceed two years.
5. To qualify for recall a teacher must keep the Board informed of their current residence. A teacher who has maintained residence in the district will be considered as having kept the Board informed of their current residence.
6. When a teacher is notified of an opening within the two-year time period specified in paragraph 4 above, they will immediately state if they are available and able to take the position. They must accept within five days or his or her name will be removed from the seniority list.

ARTICLE VII SCHOOL DAYS AND MEETINGS

Section 1. School Day
The teachers' day shall begin thirty minutes prior to the beginning of the students' school day and shall end thirty minutes after the student's school day. Teachers are expected to be prepared for the next days' work and to remain longer if students need help or for parent conferences or meetings.

Section 2. Teachers' Meetings
The administration has the right to call staff meetings prior to or after the school day and attendance shall be required by all staff members unless excused by the administration.

Section 3. Lunch Period
Teachers shall have a duty free noon period.
Contracted Licensed teaching staff will be served free school lunch (menu is the same as student's menu).

ARTICLE VIII SALARIES

Section 1. Application of Schedule
The salary schedule of the district shall apply to all teachers and is attached to and made a part of this article. All teachers shall be placed on the salary schedule at the discretion of the board. The Board reserves the right to digress from the salary schedule in critical areas or emergencies.

Section 2. Method of Payment
Normal paydays are the 5th and 20th of each month at which time equal payments of salary, less deductions, will be made. The standard method of payment of the teacher's contract is calculated over 12 months. The final check is to be issued June fifth following verification of the Superintendent of completion of all conditions of the contract.

Section 3. Advancement Vertically
To remain eligible for vertical advancement on the salary schedule, each teacher shall complete the professional learning and/or college coursework required to maintain a valid North Dakota teaching license during each applicable licensure renewal cycle. Teachers holding a lifetime license are exempt from acquiring further credit(s).

For teachers holding a five-year North Dakota teaching license, this requirement shall consist of a minimum of six (6) semester hours of college coursework, completed during the five-year licensure period, consistent with current North Dakota Education Standards and Practices Board (ESPB) renewal requirements.

Coursework shall relate to education and/or the teacher's licensed teaching area(s). Course work outside these areas may be approved with prior authorization from the Superintendent.

Teachers shall be responsible for providing documentation of completed coursework or other renewal requirements necessary to verify compliance.

If a teacher does not meet the licensure renewal and professional growth requirements outlined in this section, the teacher shall not be eligible for vertical advancement on the salary schedule until such requirements have been satisfied.

a. Adding Steps to Salary Schedule
Any teacher who reaches the highest step of the salary schedule in the BS+32 and the MS+8 lanes shall be granted the same step increment in their present education lane for each additional year of contracted service.

Section 4. Advancement Laterally
If, after contracts are signed, a teacher becomes qualified for a higher lane on the salary schedule due to attendance at summer school, the teacher's contract will be changed to the amount corresponding to the higher step. Credits earned after the school year starts will not be applied until the following academic year. Proof of credit earned shall be determined by submitting a copy of an official or unofficial transcript from the college or university. Proof credit earned must be turned into the Central Office by the 3rd Wednesday in August.

Section 5. Extra-Curricular Pay
Teachers receiving extra-curricular pay may receive the full payment at the completion of the job.

Section 6. Teachers Covering Additional Periods
All teachers shall be paid the equivalent of one period of the substitute teacher's pay for relinquishing their preparation period to cover another teacher's class or study hall.

ARTICLE IX INSURANCE PROGRAM

All contracted licensed teaching staff employed prior to the 2001-2002 school year shall receive the amount listed on the salary schedule to be used for an employee health insurance and/or taxable cash option plan that is in compliance with Internal Revenue regulations. Employees may have the option of adjusting their benefit distribution as needed at the beginning of each school year.

Any contracted licensed teaching staff employed beginning with the 2001-2002 school year and thereafter shall receive up to the amount listed on the salary schedule to be used for an employee health insurance plan. Effective with the 2011-2012 school year, contracted licensed teaching staff not needing health insurance will have the option to receive 50% of the amount listed on the salary schedule to be used towards a taxable cash option plan that is in compliance with Internal Revenue regulations. Employees must have access to a quality insurance plan elsewhere, such as a spouse's plan, to be eligible.

A third-party agency that is mutually agreed upon by the Ray Education Association and the Nesson School Board shall administer the health insurance plan.

ARTICLE X LEAVES

Section 1. Accumulation of Sick Leave
At the beginning of each school year, each teacher shall be credited with a twelve-day sick leave allowance to be used for absence caused by illness, disability, or clinical appointment of the teacher. A doctor's certificate may be requested by the Superintendent of any sick leave exceeding three days. In case of medical emergencies encountered by a teacher's family member, the teacher may be granted those days as sick leave at the discretion of the Superintendent. The unused portion of such allowance shall accumulate from year to year to a maximum of 108 days. At the beginning of each school year, the Board shall furnish a written statement to each teacher setting forth the teacher's unused sick leave credit. Upon those occasions when a teacher receives a direct salary compensation check from the North Dakota Workmen's Compensation Bureau as provided by the State, the amount of that compensation check shall be deducted from the regular salary check to which the employee is entitled.

Section 2. Exhaustion of Sick Leave
The district shall sever the teacher's pay after twelve (12) days of sick leave or termination of accumulative sick leave. If days were needed beyond the accumulated sick leave, or personal leave, a teacher would have 1/182 of the yearly salary deducted for each additional day.

a. **Sick Bank - The sick leave bank is available to the Nesson School District #2 certified teachers. Only those choosing to participate may use the sick leave bank. The purpose of the sick bank is for catastrophic illness and/or injury. Each participating member shall donate, as they wish, at least two sick leave days up to ten days to the bank for the first year and two sick leave days each succeeding year. These days will roll over to the next year. When a teacher separates their employment with the District, he/she may contribute a maximum of 10 sick days to the bank. The bank will accumulate to 180 days, at which time contributions will be suspended until the days fall below 180. New Hire contributions will not be limited to the 180 maximum.**

   Qualifications – Contracted staff members may join the sick leave bank by August 31, after the first day of the contracted year, but if they opt out at any time, they cannot rejoin. Since the sick leave bank was initiated for the 2025-2026 school year, all certified members have until August 31, 2026, to opt in to the sick leave bank. When staff members sign up for the sick leave bank, they will be on a one-year probationary period and cannot use days from the bank until their next contracted year. New Hires will have until August 31 of their second contract year to opt in.

   Application – Any faculty member having used his/her total accumulated sick leave may apply in writing to the sick leave bank for consideration to draw on the sick leave bank. A medical doctor's note must accompany all applications. The committee will determine if further documentation is needed for the application.

   Committee
   1. **The purpose of the Sick Leave Bank Committee shall be to oversee the use of the bank, review all applications, accept or reject the applications, maintain proper balance, and provide reasonable assurance sick leave is not being misused.**
   2. **The Sick Leave Bank Committee shall consist of two teachers (one high school and one elementary), one school board member and an administrator (Superintendent or Principal). The committee must be unanimous in the decision of accepting or rejecting the application.**
   3. **In the event a member of the Sick Leave Bank Committee submits a request for use, an in-leu member of the same representative class will be assigned to represent said committee member.**
   4. **Use of the sick bank will be limited to 30 days per certified teacher per contract year.**

b. **Limitations**
   1. **Any participating member of the sick leave bank, upon approval of the Sick Leave Bank Committee, may draw from the sick leave bank per given situation. These do not need to be consecutive days. Upon return to work, if another non-related situation should occur, the bank will again be available. For example, if a member had a heart attack and found it necessary to draw from the bank then returned to work and later fell and broke his/her hip, the bank would again be available.**

2. Sick leave bank days may be used for maternity related situations only if there are complications as verified by a medical doctor.
3. Accounting – Record keeping and accounting procedures shall be maintained by the Business Manager in the central office. The balances shall be shared with the Sick Bank Committee at the beginning and end of each school year.

Section 3. Paternity Leave
Paternity leave is treated in our district under sick leave policy. If the mother requires hospitalization due to her pregnancy, the father would be able to use his sick leave while she was in the hospital. Administrative approval would be needed if the paternal leave extended beyond five days.

Section 4. Unused Sick Leave Over One Hundred Eight (108) Days
Any teacher upon reaching the 108-day cap on sick leave shall be reimbursed for additional unused sick leave at a rate of 30% of Substitute Teacher pay per day payable at the end of the school year.

Section 5. Payment of Accumulated Sick Leave Upon Retirement
Any teacher who has at least ten (10) years of service with the District, who applies and qualifies for retirement benefits with North Dakota Teachers Fund For Retirement, shall be reimbursed for unused sick leave at a rate of 40% of Substitute Teacher pay per day payable at the end of the school year.

Section 6. Sick Leave Used In The Case of Inclement Weather
Any teacher may be allowed to use sick leave in the case of inclement weather when school is still in session (face-to-face), but buses are not running for that day.

Section 7. Personal Leave
At the beginning of each school year each teacher will be credited with four days annually to be used for personal business. One day can be accumulated to allow a maximum of (5) five days. A teacher will be paid the rate equal to that of the daily rate for a substitute teacher for unused personal days beyond 1 day. A personal business day may be used for any purpose at the discretion of the teacher provided a substitute is available. A teacher planning to use a personal business day or days shall notify their principal at least one school day in advance. Personal leave will be granted at the discretion of the building principal or superintendent. First requests will be honored first. (If days were needed beyond the accumulated personal leave, a teacher would have 1/182 of the yearly salary deducted for each of the additional days.)

Administrative approval would be needed for more than five days. Extra-curricular pay would not be included in the total salary unless these days fell during the season of the extra-curricular event.

Unused Personal Days may be converted to Sick Leave on a 1:1 ratio at the end of the school year.

Section 8. Emergency/Bereavement Leave
(A) Bereavement Leave: In cases of death of mother, father, spouse, brother, sister, child, grandmother, grandfather, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, or in the case of any other relative residing in the immediate household of any teacher: absence with pay, not to exceed five (5) working days, per occurrence, shall be granted to full and part-time licensed teaching employees with net credited experience in the District of three (3) months or more.

1. If more than the five (5) working days specified above is needed for the purposes of this provision, the teacher, with approval of the Superintendent, may either use accumulated sick leave days OR have the cost of a substitute deducted from their pay.
    a. Neither sick leave nor substitute pay deduct may be used UNLESS the Bereavement Leave provided has been exhausted.
    b. If pay deduction is chosen, the substitute pay amount will be deducted whether or not a sub is required.
2. Other special leaves, such as (but not limited to) death and/or critical illness of an aunt, uncle, nephew, niece, etc; may be authorized at the discretion of the Superintendent for inclusion in this provision.

(B) Emergency Leave: In cases of critical illness of mother, father, spouse, brother, sister, child, grandmother, grandfather, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, or in the case of any other relative residing in the immediate household of any teacher: absence with pay, not to exceed five (5) working days shall be granted to full and part-time licensed teaching employees with net credited experience in the District of three (3) months or more.
(NOTE: Items A-1, A-1-a, and A-1-b, cited above also apply to this Part B)

ARTICLE XI CLASSROOM CONTROL AND DISCIPLINE

Section 1. Policy
A definition of the duties and responsibilities of all administrators and teachers pertaining to student behavior shall be presented to each teacher at the start of each school year.

Section 2. Disruption
When, in the judgment of a teacher, a student is by his behavior disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the classroom for that day. In such cases, the principal shall contact the parent or guardian involved as soon as possible to discuss the problem and decide upon steps to a resolution.
In the event that such disruption constitutes cause for suspension of a student from school, such suspension shall follow a procedure that has been previously established by the Superintendent and the Board and has been distributed at the beginning of the year to students, teachers, and parents.

Section 3. Legal Protection
Any case of assault upon a teacher shall be promptly reported to the Superintendent and the Board. THE BOARD SHALL CARRY WORKERS' COMPENSATION AND LIABILITY INSURANCE THAT WILL COVER TEACHERS' INJURIES, LEGAL COSTS, AND/OR DAMAGES WHEN THE INJURY IS JOB RELATED AND/OR THE DISTRICT IS LIABLE.

Section 4. Action on Complaints
No action shall be taken upon any complaint by a parent or a student directed toward a teacher nor shall any notice thereof be included in said teacher's file unless such matter is reported in writing to the teacher concerned.

Section 5. Policy to Provide a Protected Environment
The School Board of the Nesson School District #2 will not condone the accosting of any employee during the performance of their assigned duties; and will vigorously support any such employee, including the filing of complaint charges on their behalf, if it is deemed to be necessary. (Adopted by the Board 6/13/95)

ARTICLE XII MISCELLANEOUS PROVISIONS

Section 1. Understanding
The Board and the Association agree that the terms and conditions set forth in this agreement represent the full and completed 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 a part of this agreement.

Section 2. Saving Clause
Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause shall be automatically deleted from this agreement to the extent that it violates the law, but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of the agreement.

Section 3. Individual Contracts
Any contract between the Board and a teacher shall be expressly subject to the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement for its duration shall be controlled.

Section 4. Copies
The Board will provide copies of this agreement within thirty days after the agreement is signed and shall present to all teachers employed by the District, a copy. Two copies of this agreement shall be provided to the Association for its use.

ARTICLE XIII DURATION

The provisions of this agreement will be effective as of JULY 1, 2026, and will continue and remain in full force and effect until JUNE 30, 2027. Said agreement will automatically be renewed and continue in full force and effect for additional periods of one year(s) unless either the Board or the Association gives written notice to the other not later than ninety days prior to the expiration date or any anniversary thereof of its desire to reopen this agreement and to negotiate over the terms of a successor agreement. The Board and the Association may mutually agree to reopen negotiations at any time on any selected article of this agreement and to extend the remaining articles without further negotiations. In addition, both parties expressly recognize that negotiations on the terms of a successor agreement must take place at the request of either party providing proper notice is given. In witness thereof, duly authorized representatives of the Board and the Association hereunto set their hands and seals this 29 day of April, 2026.

_____ **ASSOCIATION PRESIDENT**

_____ **BOARD CHAIRMAN**

2026- 2027 Teacher Salary Schedule **Ray Public School**

Step	BS	BS+8	BS+16	BS+24	BS+32	MA	MA+8
0	$60,650	$61,000	$61,375	$61,775	$62,375	$63,000	$63,625
1	$61,190	$61,540	$61,915	$62,315	$63,125	$63,915	$64,625
2	$61,730	$62,080	$62,455	$62,855	$63,875	$64,830	$65,625
3	$62,270	$62,620	$62,995	$63,395	$64,625	$65,745	$66,625
4	$62,810	$63,160	$63,535	$63,935	$65,375	$66,660	$67,625
5	$63,350	$63,700	$64,075	$64,475	$66,125	$67,575	$68,625
6	$63,890	$64,240	$64,615	$65,015	$66,875	$68,490	$69,625
7	$64,430	$64,780	$65,155	$65,555	$67,625	$69,405	$70,625
8	$64,970	$65,320	$65,695	$66,095	$68,375	$70,320	$71,625
9	$65,510	$65,860	$66,235	$66,635	$69,125	$71,235	$72,625
10	$66,050	$66,400	$66,775	$67,175	$69,875	$72,150	$73,625
11		$66,940	$67,315	$67,715	$70,625	$73,065	$74,625
12		$67,480	$67,855	$68,255	$71,375	$73,980	$75,625
13		$68,020	$68,395	$68,795	$72,125	$74,895	$76,625
14		$68,560	$68,935	$69,335	$72,875	$75,810	$77,625
15			$69,475	$69,875	$73,625	$76,725	$78,625
16			$70,015	$70,415	$74,375	$77,640	$79,625
17				$70,955	$75,125	$78,555	$80,625
18				$71,495	$75,875	$79,470	$81,625
19				$72,035	$76,625	$80,385	$82,625
20				$72,575	$77,375	$81,300	$83,625
21					$78,125	$82,215	$84,625
22					$78,875	$83,130	$85,625
23					$79,625	$84,045	$86,625
24					$80,375	$84,960	$87,625
25					$81,125	$85,875	$88,625
26					$81,875	$86,790	$89,625
27					$82,625	$87,705	$90,625
28					$83,375	$88,620	$91,625
29					$84,125	$89,535	$92,625
30					$84,875	$90,450	$93,625
31					$85,625	$91,365	$94,625
32					$86,375	$92,280	$95,625
33					$87,125	$93,195	$96,625
34					$87,875	$94,110	$97,625
35					$88,625	$95,025	$98,625
36					$89,375	$95,940	$99,625
37					$90,125	$96,855	$100,625
38					$90,875	$97,770	$101,625
39					$91,625	$98,685	$102,625
40					$92,375	$99,600	$103,625

Insurance/Annuity 25% of base = $15,163.00