

BOWMAN COUNTY SCHOOL DISTRICT #1

MASTER CONTRACT

**ONE YEAR
2016-2017**

MASTER CONTRACT

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BOWMAN COUNTY SCHOOL DISTRICT #1**ONE YEAR MASTER CONTRACT****2016-2017****Article I. Basic Salary Schedule**

- A. See attached salary schedule.
- B. The basic salary schedule is paid for the normal load of at least 175 classroom contact days plus a maximum of two (2) parent-teacher conference days, three (3) holidays, and three (3) in-service days (total 183 days). The normal load further consists of a daily minimum of one duty-free preparation period for all teachers.
- C. Compensation Adjustment: \$1,200.00 for one year (2016-2017), $\$36,800.00 + \$1,200.00 = \$38,000.00$.

Article II. Fringe Benefits

- A. Fringe benefits include sick and personal leave, social security, dental, disability/life and major medical insurance. Bereavement, emergency and professional leave are also available, but at the discretion of the administration. The Bowman County School District will make available medical insurance to employees. The Bowman County School District employees enrolled in the plan will review and bring forth recommendations regarding the medical plan to be selected. The School District Board will make final determination of the primary insurance to be selected for the school district. The School District will cost share a single health insurance premium with the School District paying 95% and the employee paying 5%. Dental insurance for single and family coverage will be paid by the School District. Long term disability/life insurance (up to \$12,500.00) will be provided to each employee. Policy premium is to be based on current year's salary. Each teacher will be bonded up to \$2,000,000.00 for individual liability insurance. The Bowman County School District also offers 403b retirement plan services to employees.
- B. TFFR Member and Employer Contributions; The Bowman County School District will pay a combined rate of 20.5% (member share 7.75% + employer share 12.75%) and member (teacher) contribution rate of 4% will be paid by teacher.

C. Co-Curricular Competitive Activities Pay Plan

Head Coach Positions	\$325/week
Assistant Coach Positions	\$225 week
JH Coach Positions	\$191/week

Competitive Pay Plan Will Include the Following Positions:

Cross Country	Track
Football	Golf
Volleyball	Speech
Boys Basketball	Girls Basketball
Wrestling	

For each year of experience a head coach will receive \$12/week.

For each year of experience an assistant coach will receive \$8/week.

For each year of experience a Jr High coach will receive \$6/week.

Coaches will be paid for the amount of weeks within season as defined by the North Dakota High School Activities Association. Pay will begin on the first day of practice and end when team is done competing for the season.

C.1 Co-Curricular Non-Competitive Activities Pay

% of current base: \$38,000 (2016-2017)

- C.2 Co-curricular steps will be given for continuous service for non-competitive activities. The only exceptions are approved sabbaticals, although consideration may be given in special circumstances. Sideways (moving from an assistant in one sport to an assistant in another) is acceptable. The value of the step for 12%-16% will be \$60 and all others will be \$20. Steps will be recognized in the 2000-2001 school year for service in the 1999-2000 school year.

Athletic Director	20%
Technology Coordinator	13%
High School Music Director	13%
FBLA	10%
FFA	10%
FCCLA	10%
Science Olympiad	9%
Junior Class Advisor	8%
Yearbook	8%
1-Act Play (Competitive)	8%
Science Fair	8%
3-Act Play	8%
High School Cheerleaders	7%
Elementary Music Director	6%
Elementary Student Council	4.5%
SADD	4.5%
Prom	4.5%
Student Council	4.5%
JH Cheerleaders	4.5%
Homecoming Advisor	4.5%
Pep Club	4.5%

Honor Society Advisor	4.5%
After School Weight Room Supervisors (AD will set up work & payment schedule)	\$20 per day

C.3 Free single or family activity passes shall be available to all employees.

Article III. Other Personnel Matters

- A. A newly hired teacher to the Bowman County School District will be allowed to bring in his/her years of experience not to exceed his/her actual years of experience at the discretion of the administration and /or School Board.
- B. Teachers will perform reasonable extra duties upon assignment. No teacher will have more than two co-curricular duties without the approval of the teacher.
- C. There will be two aides provided for the noon recess duty. The morning and afternoon recess duties will be the responsibility of two teachers per recess, with no aides. The entire staff will have a duty free lunch.
- D. Teachers shall receive ten days sick leave per year. The School Board reserves the right to require confirmation of illness by a qualified physician. Sick leave must be used for the teacher's own physical or mental illness, medical condition, or treatment, or that of the teacher's child, parent, spouse, or other individuals with a relationship equivalent to a family member. A teacher will be paid for all accumulated sick leave in excess of sixty days. This option can only be exercised the first day of school by a teacher under contract with Bowman County School District at that time. Payment will be made the first day of school. Payment will be determined at the rate of 1/2 days pay at the previous year's salary rate.

Upon retirement from the Bowman County School District accumulated sick leave and personal leave will be reimbursed at ½ the current daily rate of maximum of 60 sick and 5 personal days.

- E. **Sick/Personal Leave Payout**
Compensation for unused sick/personal leave will be granted to all certified/licensed instructors who have worked for the Rhame, Bowman, Bowman County School District seven (7) years or more who leave the School District due to resignation, reduction in force or death according to the following guideline: the payment for unused sick/personal leave will be \$50 per day of remaining sick/personal leave, not to exceed \$3,000. If a teacher breaks a signed contract they will not be eligible to receive any unused sick and personal days.
- F. Teachers shall receive two days personal leave per year with limited accumulation. Two sick days per year may be used as personal days. A teacher will be paid at the rate of ½ regular pay for each day of personal leave over 5 days. This payment will be made the first day of school. Personal leave must have prior approval from the administration.

G Sabbatical Leave

Sabbatical leave may be granted to teachers under the following conditions:

1. A teacher must have a minimum of three (3) years experience with the Bowman County School District.
2. Eligible teachers must apply to the Superintendent, and all leaves shall be subject to the approval of the School Board.
3. Sabbatical leave shall be for one academic school year.
4. Teachers on leave will be assured a position in the school system at the conclusion of the leave, but reassignment to the same teaching areas or grade is not guaranteed.
5. Any teacher currently on sabbatical leave must inform the Superintendent by April 1 of their intention to return to teaching for the upcoming school year.

H. Teachers volunteering as ticket collectors, timers, and scorers at athletic games are to be paid according to the current Athletic Director's pay schedule.

I Length of Day

In no case will the total length of the teachers work day exceed 8 hours with the exceptions of in-service workshops, parent-teachers conferences, and other prearranged activities. Teachers should be present 30 minutes before classes begin and 30 minutes after students are dismissed. Administrators will use professional discretion to grant individual permission to leave after 3:15p.m. without docking leave time.

On Fridays and preceding holidays or other non-school days, the teachers work day will end at the close of the student's school day. A day for grades 7-12 is defined as a 7-period day with one preparation period. Elementary K-6 will be guaranteed 300 minutes of preparation time per week. If a Bowman County School Board meeting is scheduled during the work day, the superintendent/ principal will make the arrangements necessary to provide an association representative to attend the meeting.

J. Professional dues deducted and list of membership dues shall be furnished to business manager no later than the 10th of September of each school year.

K. Teachers who wish to have salary adjustments made because of graduate work completed must submit proof to the Superintendent on or before the first day of school. (Transcript or letter from college stating that the requirements were met will constitute proof.) Such credits must be of graduate hours or have prior approval from the administration.

L. Teachers shall be paid on a 12 month basis. The tenth check shall be issued after all required reports and equipment have been turned in at the office, and the school term is completed. Teachers will be paid on June 4 for their last three checks. It will be mandatory to take them on June 4. (All payments will be made by direct deposit.)

M. When applicable, the School District will hire substitute teachers. Substitute teacher pay for teachers in the system will be fifteen dollars per period when they volunteer their preparation period.

N. The School District will reimburse mileage at the state rate for any teacher assigned more than one (1) teaching site. No teacher will lose preparation time driving to or from another site. Approved travel shall be reimbursed at the state rate.

O. **Reduction-In-Force**

The Bowman County School Board shall have the sole right to determine the necessity for and scope of a reduction-in-force for reasons including, but not limited to, lack of funds, uncertainty of funds, declining enrollments, or other reason of necessity. This determination shall not be arbitrary or capricious.

In the event of staff reduction, contracts of separated personnel shall be terminated in accordance with present statutes, fair dismissal procedures, and district herein.

The following guidelines shall be applied in numerical order:

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 academic adaptability to meet the present and future staffing and educational needs of this School District.
3. When two teachers within the same area of licensure are deemed to be of equal academic adaptability to meet the present and future staffing and educational needs of the School District, then the teacher with the least number of years of teaching experience in former Bowman and Rhame and current Bowman County School Districts will be terminated first.
4. If two or more teachers have the same number of years of experience in the stated systems, the teacher with the least education will be terminated first.

The Bowman County School Board, after receiving recommendations from the administration, shall determine whose position(s) shall be reduced.

Any personnel separated under this provision will be contacted by the Superintendent by certified letter using the last address of record and shall be given first consideration to be rehired if any vacancy occurs for which they are certified or have become certified for a period of one year. It shall be the sole responsibility of said teacher to provide the School District with a current address. Any teacher who is offered re-employment hereunder and fails to accept the same within fifteen (15) days after it is offered shall be deemed to have rejected said offer.

P. **Liquidated Damages**

The Bowman County School Board shall impose a penalty on any teacher who signed a contract for the following school year and requests a release and is given the release, at the discretion of the School Board. The penalty shall be \$400 until June 15th but will not come into effect until after April 15th. After June 15th the penalty increases to \$800.

Article IV. Grievance Procedure

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 the procedure.

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 school year, could result in irreparable harm to the 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 as soon thereafter as 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 on 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 5 working days during which to hold a conference with the grievant. Following the conference, but not later than 5 working days from the date of the filing of the grievance, 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 5 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 10 working days of receipt of such grievance. Within 5 working days of such meeting, the superintendent or designee shall communicate in writing a decision to the grievant.

Level Three: If a grievance is not satisfactorily resolved at Level Two within 10 working days after the grievance was filed at Level Two, the grievant may submit the written grievance to the School Board. The School Board shall schedule and hold a conference relative to such grievance within 10 working days of receipt of such grievance. Within 5 working days of such meeting, the School Board shall communicate in writing a decision to the grievant.

Rights and Representation

No reprisals of any kind shall be taken of either party or by any member thereof against a party of interest, or any other participant 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 any 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 employer.

Miscellaneous

If, in the judgment of the Association, the 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 processing of a grievance shall be filed separately from the personnel file of the participants.

The grievant shall be informed at least 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 employee shall furnish the Association with such information as is necessary for the processing of the grievance.

Should an employee or any 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 or benefits.

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

Article V. Duration Clause

The effective dates of this master agreement shall be from July 1, 2016 to June 30, 2017. Petitioning by a representative organization or the School Board shall occur no later than February 15, 2017 if a representative organization or the School Board wishes to enter into negotiations or the contract becomes automatically renewed.

Article VI. Saving Clause

Should any article, section, or clause of this master agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this agreement to the extent that it violates 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.

Article VII. Ratification Statement

IN WITNESS WHEREOF, signatures of the duly authorized representatives of the Association and the Board indicate that the Bowman County Education Association and the Bowman County School Board have ratified this master contract. 24th day of March, 2016.

In Witness Thereof:

For the Bowman County Education Assoc.

For the Bowman County Board of Education

Connie Gaebel

Connie Gaebel
Educator

Kevin Bucholz

Kevin Bucholz
President

Mackenzie Sperle

Mackenzie Sperle
Educator

Shari Krinke

Shari Krinke
Business Manager

Gregory W. Yale

Greg Yale
Educator

2016-2017 Negotiators

Mackenzie Sperle
Mackenzie Sperle
Educator

Stacy McGee
Stacy McGee
Board of Education

Connie Gaebe
Connie Gaebe
Educator

Dan Peterson
Dan Peterson
Board of Education

Gregory W. Yale
Greg Yale
Educator

Russell Homelvig
Russell Homelvig
Board of Education

2016-2017
Salary Schedule
\$38,000 Base (\$1,200 Incr.)

	4 Year Deg	Plus 10	Plus 20	Plus 30	Plus 45	Masters
Col. Incr.		\$350	\$700	\$925	\$1,150	\$1,750
Step Incr.	\$450	\$500	\$550	\$600	\$650	\$700
0	38000	38350	38700	38925	39150	39750
1	38450	38850	39250	39525	39800	40450
2	38900	39350	39800	40125	40450	41150
3	39350	39850	40350	40725	41100	41850
4	39800	40350	40900	41325	41750	42550
5	40250	40850	41450	41925	42400	43250
6	40700	41350	42000	42525	43050	43950
7	41150	41850	42550	43125	43700	44650
8	41600	42350	43100	43725	44350	45350
9		42850	43650	44325	45000	46050
10		43350	44200	44925	45650	46750
11		43850	44750	45525	46300	47450
12		44350	45300	46125	46950	48150
13		44850	45850	46725	47600	48850
14		45350	46400	47325	48250	49550
15		45850	46950	47925	48900	50250
16					49550	50950
17					\$650 Career	\$800 Career
18					Increment	Increment
					each year	each year

Changes to Master Contract for 2016-2017

1. **Contract Duration:** One year 2016-2017
2. **Compensation Adjustment:** \$1,200.00 increase to the base
 $\$36,800.00 + \$1,200.00 = \$38,000.00$
3. **Salary Schedule:** Add a Plus 30 Lane and \$50 added to the career increment on Plus 45 Lane to \$650.
4. **Sick/Personal Leave:** Page 3 Article III, Section F, change one sick day to two sick days per year may be used as personal days.

Bowman County School #1

"Home of Bulldogs"

2016 - 2017 School Year

Approved February 8, 2016

August 2016 (6 days)

S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21		24	25	26	27	
28	29	30	31			

24 First Day of Class

Staff In-service
Staff In-service

(20 days) January 2017

S	M	T	W	Th	F	S
1		3	4	5	6	7
8	9	10	11	12	13	14
15		17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

No School - Holiday Break
Classes Resume
No School - Staff In-service

(18 days) February 2017

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16		18
19		21	22	23	24	25
26	27	28				

P/T Conferences
No School - Winter Break
No School - Presidents Day

September 2016 (21 days)

S	M	T	W	Th	F	S
				1	2	3
4		6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	Oct 1

No School - Labor Day

(21 days) March 2017

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15			18
19	20	21	22	23	24	25
26	27	28	29	30	31	Apr 1

No School - Spring Break
No School - Spring Break

October 2016 (19 days)

S	M	T	W	Th	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19			22
23	24	25	26	27	28	29
30	31					

No School - Teachers Conv.
No School - Teachers Conv.
P/T Conferences

(18 days) April 2017

S	M	T	W	Th	F	S
2	3	4	5	6	7	8
9	10	11	12	13		15
16		18	19	20	21	22
23	24	25	26	27	28	29
30						

No School - Good Friday
No School - Easter Monday

November 2016 (19 days)

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10		12
13	14	15	16	17	18	19
20	21	22	23			26
27	28	29	30			

No School - Veterans Day
No School - Thanksgiving
No School - Thanksgiving

(17 days) May 2017

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23			26	27
28		30	31			

23 Last Day of Classes
Storm Day
Storm Day
28 Graduation
Memorial Day

December 2016 (16 days)

S	M	T	W	Th	F	S
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22		24
25						31

22 Last day of school before Holiday Break

1st Quarter ends: October 19 (40 Days)
2nd Quarter/Semester ends: December 22 (40 Days)
3rd Quarter ends: March 10 (47 Days)
4th Quarter ends: May 23 (47 Days)
175 Days of Instruction, 3 Staff In-service days, 2 P/T days, 3 Holidays = 183 Days
Note 175 Days of Instruction

1st Semester = 81 Days

2nd Semester = 94 Days