

AGREEMENT

2015-2017

ARTICLE I

Purpose

The agreement, entered into between the School Board of Carrington School District No. 49 Carrington, ND, hereinafter referred to as the School Board, and the Carrington Education Association, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with, the Public Employment Labor Relations Act of 1971, to provide the terms and conditions of employment for teachers during the duration of this agreement.

The School Board recognizes the Carrington Education Association as the Exclusive Representative of the teachers employed by the School Board of the Carrington School District No. 49, which Exclusive Representative shall have those rights and duties as prescribed by the Public Employment Labor Relations Act of 1971 and as described in the provisions of this agreement.

The Exclusive Representative shall represent all of the teachers of the Carrington School District No. 49 as defined in said Act.

The Administrative chain of command relating to the implementing of specific items in this document is as follows

1. Building Principal
2. Superintendent
3. School Board President

ARTICLE II

Salary Schedules and Work Provisions

- (a) The attached salary schedules for 2015-2016 and 2016-17 school years shall be a part of the AGREEMENT.
- (b) The extra-curricular schedule, attached hereto, shall be a part of this AGREEMENT.
- (c) To move laterally on the salary schedule a teacher shall earn at least one-half (1/2) of the required credits in his/her teaching field. The remaining credits must be in a related field such as education. One-half (1/2) of the required credits shall be at the graduate level.

To move from the BA+32 lane to the BA+48/MA lane and beyond, fifty percent of the credits (8 semester hours) must be from college courses.

A teacher may substitute sixteen (16) in-service hours for one (1) semester of credit, including selected sessions of the NDEA Instructional Conference. These sixteen (16) in-service credits shall be subject to approval by the superintendent. The Board encourages continuing education of the staff beyond the state minimum requirements.

To be given credit for a Master's Degree on the salary schedule, it must be in the teacher's field of teaching sponsored by an accredited college or university.

- (d) Step advancement (vertical movement) -- no special limitation other than as outlined in Article VIII or as described in item (e) below.
- (e) For each period that a qualified, regularly employed teacher spends supervising regular assigned classes for other teachers on the staff, the teacher will receive \$22.50 for a high school class period. Any other portion of time will be prorated based on \$22.50 for a high school class period. (Updated 2015-2016)
- (f) The school district shall pay the cost for school bus driver's licenses when required by the district.
- (g) Teachers shall be compensated for required school bus driving during regular school working hours at the rate of \$11.00 in 2015-2016 and \$13.00 starting in 2016- 2017 dollars per trip. Bus driving during non-school working hours shall be paid at the rate of \$17.00 in 2015-2016 and \$19.00 starting in 2016-2017 per hour of driving time. Working hours shall typically be defined as 8:30 am to 3:15 pm. School policy mileage rates shall apply for use of one's personal vehicle. (Updated 2015-16)
- (h) Full time teachers having a Master's Degree or National Board Certification in their field of teaching shall receive as salary an additional \$500 beyond the scheduled amount. This annual payment for either or both achievements shall not exceed a total of \$500 and shall be prorated for part-time contracts. (Updated 2005-07)
- (i) The hourly wage for summer drivers' education instruction, both classroom and behind-the-wheel, shall receive an hourly wage increase that is the same percentage increase as the salary schedule percentage increase. As such, the hourly wage for 2015-16 school year shall be \$30.45 /hour and \$31.52 /hour for the 2016-17 school year. (Updated 2015-16)
- (j) School district vacancies shall be listed internally, prior to public listing (either through e-mail or administrative office postings).
- (k) School district will reimburse \$100 per year toward continuing education. (2013-2014)

ARTICLE III
Health and Hospitalization Insurance

- (a) The school district shall pay a single plan plus \$1500 or shall pay the sum equal to the single plan for full-time teachers toward the premium on one group health and major medical insurance policy as selected by the Carrington Education Association. Part-time teachers shall be prorated accordingly. No payments in lieu of premiums shall be made by the school district. (Updated 2015-2016)
- (b) The School District shall contribute the annual premium for Income Protection Disability Insurance. This coverage is for full-time employees only.

ARTICLE IV

- (a) Provisions of Article IV are presented in terms of a full-time contract. Part-time contracts shall qualify for these provisions on a pro rata basis.
- (b) Personal leave: Two days per year, without loss of pay, shall be granted for non-profit personal or business reasons. Personal leave shall be cumulative to five (5) days. A written request shall be submitted to the superintendent at least one week prior to the absence if conditions permit. A request form shall be provided by the school and said form shall provide for a waiver of the written reason if the teacher feels the matter is extremely personal or confidential. Leave may not be taken during the last two weeks of the school term nor the day before or after a school vacation day unless specifically approved by the superintendent. Unused personal leave shall be transferred to accumulated sick leave on a one-to-one basis but is excluded from the provisions of Article IV paragraph (f). (Updated 2013-2014)
- (c) Sick Leave: Sick leave days shall accrue at the rate of 10 days per year and shall be cumulative to 65 days. Sick leave for part-time employees shall be accumulated in direct proportion to the time they work as compared to a full-time schedule. The superintendent may request the teacher's attending physician to certify the need for extended use of sick leave. Sick leave shall be limited to personal illness only, except in the case where six days (6) per year of sick leave may be used to attend to the health of the employee's immediate family as defined in Item (e) Emergency Leave, and one day may be used by the father to be present at the birth of his child.

Once accumulated to 65 days, additional sick leave days may be added to said accumulated amount by transferring unused yearly sick leave at the ratio of three unused days equaling one day accumulated.

Unused personal leave may be transferred to accumulated sick leave on a one-to-one basis but is excluded from the provisions of Article IV paragraph

- (f). This transfer shall be undertaken in 1/2 day increments at the conclusion of the school term.
- (d) Sick Leave Bank: The Carrington Education Association may at its discretion establish and administer, from existing annual sick leave disbursements, a voluntary Sick Leave Bank for all teachers. Said sick leave bank shall operate within the guidelines established for individual usage as in paragraph (c) above. Rules and sign-up should be made by the first day of the school term.
- (e) Emergency Leave: Four days are allowed for emergency leave, which are granted by the superintendent with prior approval and upon exhaustion of all but one day of personal leave. Coverage for emergency leave is as follows: (up to 4 days annually non cumulative.) Illness of immediate family which requires the bedside presence of the employee. Immediate family is defined as: spouse, child, father, mother, sister, brother, grandchild, grandparent, parents of the spouse, grandparent of spouse, son/daughter-in-law, brother/sister-in-law, step children, and step parents. The superintendent will be permitted the discretion of allowing additional time to take into consideration the exceptionally difficult emergency. (Updated 2013-2014)
- (f) Maternity/Adoption Leave: Leave shall be granted upon request of a pregnant teacher or a teacher adopting a child and shall be made available through the following alternatives:
1. The absence shall be administered completely through the employee's sick leave.
 2. The absence shall be granted without pay, not to exceed twelve weeks unless there is less than twelve weeks remaining in the present school term, in which case return to duty at the beginning of the next school term will be expected. Written authorization from the superintendent must be obtained.
 3. The absence may utilize both sick leave and days without pay upon mutual agreement with the Board of Education and Superintendent. The absence shall not exceed twelve weeks.
- (g) Payment for accumulated days of sick leave shall be made at the rate of twenty-five percent (25%) of the accumulated days based on the current salary upon termination of employment with the Carrington School District, provided that
1. Employee has been employed by the Carrington School District no less than five (5) full-time equivalent years.
 2. Employee has not been dismissed for cause.
 3. Employee hired after July 1, 2009 is no longer eligible for the payment for accumulated days of sick leave as per negotiated June 2009.

Employee hired before July 1, 2009 is grandfathered in and will receive payments as stated in agreement.

Total accumulated sick leave days shall be determined immediately after the conclusion of the last school day of the existing contract. Refer to paragraph (a) for early resignations.

- (h) Association Leave: A total of two school days may be utilized by the teacher's association for the purpose of conducting business directly relating to the state legislative process. Those two days shall be allocated as follows:
 - 1. One teacher for two days
or
 - 2. Two teachers for one day
- (i) Bereavement Leave: With the approval of the superintendent, a maximum of two days per year of bereavement leave shall be granted without the loss of pay upon the request of the teacher. Bereavement leave for other than the immediate family and brother or sister-in-law may be extended one day for travel. When bereavement leave is due to a death of either a brother or sister-in law or a member of the immediate family; (as defined in paragraph e), up to five (5) days of leave per year may be granted with prior approval of the Superintendent. The Superintendent will be permitted the discretion of allowing additional time for exceptionally difficult situations.
- (j) No leave without pay may be taken without written approval of the Superintendent. Upon review by the Board of Education any unauthorized leave with or without pay shall constitute grounds for contract termination.
- (k) The district shall pay full TFFR member assessments as provided by TFFR Model 2 (ALL).
- (l) Starting date for CEA/Board Negotiations: March 1
- (m) Should any article, section, or clause of this 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 V (updated 2015-2016)

- (a) Each teacher shall receive one hundred dollars (\$110.00) for each full day of district-wide inservice/professional development that is not in the school calendar. (Updated 2015-2016)

Three days for professional development shall be scheduled into the school calendar of 183 days (starting 2014-2015). (Updated 2013-2014)

Common planning time pay. Requested teachers will attend common planning time starting at 7:30 AM. Teachers will be compensated \$15.00 for the 30 minutes of planning time. (2013-2014)

- (b) Contract Issue Date: Teacher Contracts shall not be issued earlier than April 1st. (Updated 2015-2016)
- (c) Calendar: Teachers will have input into each year's calendar.

ARTICLE VI Staff Reduction Policy (updated 2005-07)

Whenever in the judgment of the Board staff reduction is necessitated by any of the following reasons: A) financial impairment, B) declining enrollment, or C) curriculum change, the following procedure will be used.

1. The Board will use reasonable efforts to communicate the situation confronting the District to the staff so as to allow the staff an opportunity to present possible alternatives to the Board of Education.
2. Here under, and limited to the process of staff reduction only, no professional staff member will be non employed while qualified and certified for a position held by a person temporarily or not fully certified by the Education Standards and Practice Board.
3. This policy provides that the Board, based upon data submitted by the superintendent, identify student needs, priority of programs or areas, and elimination or reduction of programs or areas for staff reduction without regard to individual members of the staff. When programs or areas are to be reduced or eliminated, staff currently assigned to said programs or areas shall be subject to non renewal. A program is an organizational plan designed to accomplish a predetermined set of objectives, such as but not limited to, elementary grades (K-6), secondary grades (7-12), vocational, Title programs, special education, library/media services, counseling services, music, physical education, adult education or community education. An area shall be defined as the resultant of a classification process relying on state licensure or accreditation requirements (i.e. math, English, history...etc.).
4. Following item 3, part-time staff members within the identified program or area shall be laid off first.

5. Within the program or area slated for staff reduction, the staff member not qualified or certified for the remaining assignment or assignments shall be limited to Head Boys and Girls Basketball, Head Football, Head Wrestling, Head Boys and Girls Track, Head Girls Volleyball, and Music shall be laid off next. Said determination shall be made from comparisons drawn from state accreditation credential standards.
6. Considering that the policy of this District is to retain those teachers with the greatest adaptability to meet the present and future staffing and educational needs of the District, it is understood that 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 teaching field, shall be retained.

Licensure, credentials, advanced degrees, certifications and endorsements shall serve as measures of adaptability; whereas credit hours, licensure, credentials, advanced degrees, certifications and endorsements shall serve as measures of superior academic and professional preparation.

7. When two teachers within the same area of licensure are deemed to be of equal adaptability and have equal academic and professional preparation within their teaching field, then the teacher who has taught in this District (allowing a maximum of two out-of-district years) for the greater period of time shall be retained.
8. Professional staff members who are not renewed will have rights to any position for which they are qualified and certified for a period of fifteen (15) months from the effective date of their non renewal. For those individuals having recall rights to the same position, said position shall be filled by the school district using the normal hiring process. Laid off teachers shall be notified by registered mail sent to the teachers' address on file with the Board of vacancies in positions for which they are qualified and certified. Failure to respond to such notification shall result in the termination of the teacher's right of recall hereunder.

ARTICLE VII

Grievance Procedure

Section 1. Statement of Principles

- (a) The purpose of the 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 this agreement. This article shall be the

exclusive, formal remedy for adjudicating any alleged violation, misinterpretation or misapplication of any provisions 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 the procedure, provided the adjustment is not inconsistent with this agreement.
- (c) A teacher who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.
- (d) Failure of a teacher or the Association to act on any grievance within the prescribed time limits will act as a bar to 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. The teacher shall be present at any grievance discussion or hearing when the administration or the Association deem it necessary.
- (f) It is agreed that this grievance procedure 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.
- (g) If at any step of the grievance proceedings a grievant receives the relief sought, the proceedings shall terminate.
- (h) The aggrieved person or any person who might be required to take action or against who action might be taken in order to resolve the claim shall have the right to be present or have a representative at any step of the grievance proceedings.
- (i) The Board and the Association will cooperate with each other in investigating grievances and will provide each other with necessary information requested in order to process a grievance. It is not intended, however, that a party be required to compile information that would be considered privileged or that would cause an undue burden or expense.
- (j) Any teacher or group of teachers has the right at any time to present any grievance to such persons or Board through such channels as are designated for that purpose.

Section 2. Definitions

- (a) A grievance shall mean a complaint that there has been an alleged violation, misinterpretation, or misapplication of any provision of this agreement.
- (b) The term "days" when used in this article shall, except where otherwise indicated, mean school days.
- (c) 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 the incident or violation took place, the specific section of the agreement that the grievance 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. A grievance form shall be provided by the school.
- (d) The grievance must be filed within thirty (30) calendar days after said occurrence. If not filed within said thirty (30) calendar day period, the act or incident shall not be considered as a valid basis for a grievance.
- (e) Any notice required hereunder to be given to the Board shall be served upon the Clerk of the District. Any notice required hereunder to be given to the Association shall be served upon the President of the Association or other officer of the Association. 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. Procedures

Informal Procedures

- (a) In an effort to resolve the problem informally the teacher should first discuss the matter with their immediate supervisor or administrator.
- (b) Within five days the principal or appropriate superior shall communicate their views to the aggrieved.
- (c) Before resolving the complaint, the principal or appropriate superior may consult the next higher level of administration for an opinion.
- (d) If the aggrieved person is not satisfied with the disposition of the problem through informal procedure, the aggrieved may submit the claim as a formal, written grievance to their principal or supervisor.

Formal Procedures

A written copy of the proceedings of all meetings held concerning a given complaint under the following procedures shall be prepared by the superintendent or his

representative and shall be furnished to the aggrieved teacher, to the superintendent or his representative, and to the president of the Association.

Level 1. If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing with his or her immediate supervisor or principal within five (5) days for concluding the informal procedure. The immediate supervisor or principal shall hold a conference with the grievant within four (4) days of the receipt of the grievance. The immediate supervisor or principal shall make a decision and communicate it in writing to the grievant and the Association within five (5) days after the conference.

Level 2. In the event a grievance has not been satisfactorily resolved at Level 1, the grievant shall file, within five (5) days of the immediate supervisor's or principal's written decision, a copy of the grievance with the superintendent. Within ten (10) days after such written grievance is filed, the grievant, his representative, and the superintendent, shall meet to resolve the grievance. The superintendent shall make a decision and communicate it in writing to the grievant, the principal or immediate supervisor, and the Association within five (5) days after the meeting.

Level 3.

- a. Board of Education - If agreement is not reached, the Association representative and the superintendent or his representatives may present separate reports to the Board. The Board and Association shall form an Advisory Board with responsibilities outlined in Paragraph b.
- b. Advisory Board - In cases of disagreement regarding disposition of a grievance, the matter will be submitted to an Advisory Board within thirty days after the request of either party to the other. The Board and Association will each name an advisor. A third member shall be named by the first two members.

The Advisory Board shall report recommendations for settlement within fifteen days. The recommendations shall be submitted to both parties. If the parties do not accept the proposed settlement, said proposal shall be made public.

- c. Costs incurred in securing and utilizing the service of the Advisory Board shall be shared equally by the Board and Association.

Section 4. Disposition

All decisions reached under this grievance procedure shall be filed with the principals, superintendent and the Association to be used as precedents for future complaints.

Copies of the grievance proceedings 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 their rights under this grievance procedure.

Section 5. Procedure for Grievance of Board

In the event the Board shall have a grievance against the Association, the following procedure shall be followed:

- (a) The Board shall file the grievance in writing with the President or other officer of the Association within thirty (30) days from the date of the occurrence of the event giving rise to the grievance. Representatives of the Board and the Association shall hold a conference within ten (10) days after the service of the grievance.
- (b) In the event the grievance has not been satisfactorily resolved under subsection (a), the Board shall file with the President or other officer of the Association, within five (5) days after the conference between the representatives of the Board and the Association, a written notice of its request to refer the grievance to the Advisory Board as outlined in Section 3 - Level 3, paragraph b.

ARTICLE VIII Salary Schedule with Stipulations

1. Teachers employed by the Carrington School District who have prior experience shall be allowed credit on the salary schedule for up to five (5) years experience with additional experience up to a maximum on the salary schedule for their educational level to be negotiated with the superintendent.
2. The Board of Education reserves the right to withhold the annual increment of any teacher for not showing a desirable amount of progress during the preceding year. Due process as determined by the continuing contract statutes shall be provided.
3. To advance one step on the salary schedule; a teacher must have accumulated at least one semester or 1/2 year of full-time equivalent experience beyond the current step. To illustrate, a half-time teacher would remain on each step, aside from set 0, for two contract periods. To be entitled to the benefits of this stipulation, a teacher must be currently employed (June 1, 1982) by the district and must have earned the fractional year of experience in the Carrington District. The maximum advancement granted under this stipulation is one step if so allowed by the current salary schedule. Advancement shall be made at the issuance of the contract.

4. Faculty who complete the sixteen (16) hours will be advanced in salary from the first day of the month following the presentation of the course transcript with the administration.

ARTICLE IX

Early Retirement of Professional Staff Members

The following will be the Early Retirement Agreement starting in contract year 2008-2009:

A. Definitions and General Provisions

1. Early retirement is a plan whereby teachers and administrators (defined as the two principals and superintendent) receive a predetermined one-time payment if they choose to retire early. The payment is a proportion of the current annual salary at the time of early retirement.
2. There is a maximum payment allowable for administrators. An administrator's early retirement payment shall not be greater (but may be less) than the amount which would be allowable for the highest paid principal in the School District.
3. Early retirement is designed to be beneficial to both the professional staff member and the School Board. The plan provides a positive method for dealing with declining enrollments and the resulting need to reduce staff.
4. Early retirement is fully voluntary, and no professional staff member shall be required or coerced in any manner to retire early under the provisions of this policy. However, all persons who desire early retirement and are eligible may make application. The School Board will consider all such requests on a first-come, first-serve basis. The School Board may not be able to approve all requests because of the availability of funds, excessive number of requests, or any other reasonable factors.
5. Professional staff members who have retired early under the provisions of this policy shall not be eligible for employment in this School District, except that such staff members may be hired as substitutes at the same daily wage rate paid any substitute.
6. Professional staff members who elect to avail themselves of this policy are personally responsible for determining what effect early retirement will have on their coverage under the Teachers' Fund For Retirement, Social Security, and any other programs for which they may be eligible for benefits.
7. A properly completed application and subsequent approval by the School Board of a professional staff member's early retirement shall constitute a legally binding resignation and waiver of the person's continuing contract and non-renewal rights.

8. All fringe benefits provided by the School District to professional staff members are discontinued at the conclusion of the member's full-time employment with the District, except that the termination date of fringe benefits may be extended to comply with the provisions of the various group plans and companies providing coverage, so long as it results in no additional expense to the District.
9. Early retirees have the right to convert group fringe benefit programs to individual plans if the School District's insurance carriers writing such coverage approve of such participation for retirees. However, no insurance carrier will be required by the School Board to provide conversion programs for retirees unless this is already a condition of the contract with such carrier.
10. On the effective date of the early retirement, a professional staff member electing early retirement is no longer considered an employee of the School District, and therefore is entitled to none of the benefits or privileges provided employees.
11. Upon request The School District office will provide information to interested professional staff members on the various aspects of early retirements.

B. Requirements

1. Professional staff members who are eligible for teacher retirement benefits (TFFR) under the "Rule of 85" may elect to retire early under the provisions of this policy.
2. Professional staff members that are *eligible under "Rule of 85"* must have completed ten years of full-time (or equivalent years of part-time) employment in this School District to be eligible for early retirement. Part-time is defined to mean half-time or more. In addition, five (5) of the ten (10) years of service must be continuous, full-time service immediately preceding the date of retirement.

C. Early Retirement Payment (updated 2005-07)

1. The one-time early retirement payment as provided in this policy will be paid no earlier than the first July payroll when the early retirement is effective. However, the retiree may elect to defer a portion or all of the payment to a time not later than 12 months from the effective date of early retirement. Also the School Board is not required to make more than two installments of the payment due.
2. A teacher's early retirement payment provided for in this policy is based on a proportion of the teacher's current nine-month (180 days) (183 days starting 2014-15) salary (up to ten months for those teachers with contracts extending beyond nine months), at the time the application is made as determined on

the District's salary schedule considering years of experience and level of education. Salaries for part-time employment or salaries reflecting expanded, daily workloads will be prorated over the nine-month period. Amounts paid for extra-duty assignments and/or summer employment shall not be included in determining salary payment calculations.

The early retirement payment shall not exceed forty-five thousand dollars (\$45,000).

3. The amount of the early retirement payment shall be calculated using the following schedule.

SCHEDULE	
PAYMENT SHALL BE THIS	
"RULE OF 85" AS OF AUGUST 15 OF EARLY RETIREMENT YEAR	PROPORTION OF THE CURRENT ANNUAL SALARY
1 YEAR PRIOR TO ELIGIBILITY (RULE OF 85)	65%
YEAR OF ELIGIBILITY (RULE OF 85)	55%
YEAR OF ELIGIBILITY (RULE OF 85) + 1 YEAR	45%
YEAR OF ELIGIBILITY (RULE OF 85) + 2 YEARS	35%
YEAR OF ELIGIBILITY (RULE OF 85) + 3 YEARS	25%
YEAR OF ELIGIBILITY (RULE OF 85) + 4 YEARS	15%
YEAR OF ELIGIBILITY (RULE OF 85) + 5 YEARS	5%

THE SCHOOL BOARD SHALL HAVE THE RIGHT TO WAIVE "ITEM D - APPLICATION PROCEDURE" AND TO PROVIDE AN ADDITIONAL PAYMENT BEYOND THE SCHEDULED AMOUNT AS IDENTIFIED.

D. Application Procedure

1. Professional staff members choosing to avail themselves of the District's early retirement policy may make application at any time during the early retirement school year, but the application form (as provided by the personnel office) must be received in the Superintendent's office no later than January 15 of the calendar year in which the person plans to retire. The School Board will consider early retirement requests no later than February 15 of that same year.
2. Any official School Board action regarding early retirement requests shall specify the following:
 - a. Acceptance of staff member's resignation.
 - b. Effective date of early retirement.
 - c. Total dollar amount of early retirement payment which will be paid by the School District.
 - d. Date application was received by Central Office. No applications will be recorded prior to August 15th of the early retirement year.

3. Upon approval by the School Board of an early retirement request, both parties shall enter into a contractually binding, written agreement which shall set forth all terms and conditions of the early retirement, including but not limited to, the amount of payment and the payment date(s), and a waiver of all continuing contract and non-renewal rights.

**CARRINGTON PUBLIC SCHOOLS
APPLICATION FOR EARLY RETIREMENT**

1. Name _____
2. Effective Date of Resignation and Early Retirement _____
3. Date of Eligibility for Teacher's Fund for Retirement using "Rule of 85"

4. Years of professional service in Carrington Public Schools _____.
5. Years of full-time continuous service in Carrington School District immediately preceding date of early retirement _____.

6. Calculation of early retirement payment:

$$\frac{\text{Current Eligible Salary}}{\text{Percentage Factor as defined}} \times \text{_____} = \text{_____}$$

(Maximum of \$45,000) in Section C 3

7. The early retirement payment shall be paid in the following manner:

Thirty percent (30%) or \$ _____ on July's payroll date.
Seventy percent (70%) or \$ _____ on January's payroll date.

8. I have read and am willing to comply with the provisions of School District AGREEMENT, ARTICLE IX, "Early Retirement of Professional Staff Members". Further, upon approval by the School Board of this early retirement request, I agree that both parties shall enter into a contractually binding, written agreement which shall set forth all terms and conditions of my early retirement.

(Signature)

(Date)

(Home Address)

NOTE: All information in this application must be verified from Personnel Records or TFFR Records prior to School Board Action.

AGREEMENT

AGREEMENT made and entered into this _____ day of _____ between Carrington Public School District No. 49, hereinafter called the School District and _____, hereinafter called the Educator.

FOR AND IN CONSIDERATION OF the Educator's tendering of a voluntary and timely written resignation to the School District, pursuant to the provisions of School District AGREEMENT, ARTICLE IX, entitled "Early Retirement of Professional Staff Members"; which resignation has been acted upon and accepted by the Board of said School District; and which resignation constitutes a knowing, voluntary, and full waiver of all continuing contract rights and non-renewal hearing rights under Sections 15-47-27 and 15-47-38 of the North Dakota Century Code, as amended; and which resignation constitutes an acknowledgment that all fringe benefits provided to the Educator by the School District shall terminate upon expiration of Educator's current employment contract with the School District, or on the final date of the teacher's active, full-time employment with the School District, whichever comes first, except as otherwise provided in ARTICLE IX of AGREEMENT.

FOR AND IN CONSIDERATION OF the payment to the Educator by the School District of a one-time early retirement payment in the amount of _____ dollars, (\$ _____) computed as set forth in the above mentioned Policy and paid as per paragraph seven (7).

IT IS HEREBY AGREED that all parties to the Agreement have read and fully understand all of the provisions of School District AGREEMENT ARTICLE IX, a copy of which is attached hereto and incorporated by reference, and agree to comply fully there with.

IN WITNESS WHEREOF, the parties have signed this AGREEMENT.

BY: _____ Date: _____

EDUCATOR

CARRINGTON PUBLIC SCHOOL DISTRICT NO. 49

BY: _____ Date: _____

District will seek non-teachers for assistants at a salary mutually agreeable between the District and the non-teacher. The Board retains the right to negotiate individual salaries with non-district personnel.

If either the Basketball, Football, Wrestling, Volleyball, Track, Golf, Baseball, Speech, One-Act Play, or Student Congress season is extended because of continued competitive winning, each Varsity Head and Assistant Varsity Coach shall receive an additional \$125 per week of competition. Cheerleading advisors shall receive an additional \$25 per week for an extended season, corresponding to the rules set for varsity coaches in the appropriate sport. If the Science Olympiad Team, FCCLA or FBLA qualifies for the Nationals and the coach attends, the coach will receive an additional \$125. (Updated 2015-2016)

Head coaches of Basketball, Football, Wrestling, Track, Volleyball, and Golf, along with varsity assistant coaches of basketball and football shall be allowed a maximum of fifty dollars and tickets to attend the state tournament for the sport they coach if their team does not participate. A maximum of one day of professional leave may be used.

EXTRA-CURRICULAR SALARY SCHEDULE

		BASE SALARY 2015-2016 \$4,400	BASE SALARY 2016-2017 \$4,500
	%		
BASKETBALL			
Head Varsity - Boys & Girls	100%	\$4,400	\$4,500
Assistant Varsity - Boys & Girls	75%	\$3,300	\$3,375
7th or 8th Coach 2/boys, 2/girls	55%	\$2,420	\$2,475
7th/8th combination, 1/boys, 1/girls	60%	\$2,640	\$2,700
5th/6th coaches (2 coaches)	30%	\$1,320	\$1,350
5th/6th coaches (1 coach)	45%	\$1,980	\$2,025
FOOTBALL			
Head Varsity	100%	\$4,400	\$4,500
Assistant Varsity (3 coaches)	75%	\$3,300	\$3,375
Head 7th & 8th	55%	\$2,420	\$2,475
Assistant 7th & 8th (2 coaches)	40%	\$1,760	\$1,800
Flag Football	18%	\$792	\$810
WRESTLING			
Head Varsity	100%	\$4,400	\$4,500
Assistant Varsity	75%	\$3,300	\$3,375
Head 7th & 8th	55%	\$2,420	\$2,475
Assistant 7th & 8th	40%	\$1,760	\$1,800
TRACK			
Head Varsity - Girls & Boys	115%	\$5,060	\$5,175
Assistant 7th & 8th	75%	\$3,300	\$3,375
VOLLEYBALL			
Head Varsity	100%	\$4,400	\$4,500
Assistant Varsity	75%	\$3,300	\$3,375
"C" Coach	65%	\$2,860	\$2,925
7th & 8th coach (2 coaches @)	55%	\$2,420	\$2,475
5th & 6th coach (2 coaches @)	30%	\$1,320	\$1,350
BASEBALL			
Head Varsity	80%	\$3,520	\$3,600
Assistant Varsity	55%	\$2,420	\$2,475
HS Boys & Girls Golf	55%	\$2,420	\$2,475
Boys & Girls Cross Country	75%	\$3,300	\$3,375
HS Cheerleading Advisor (BBB & WR)	35%	\$1,540	\$1,575
HS Cheerleading Advisor (FB)	20%	\$880	\$900
HS Dance Team Advisor	80%	\$3,520	\$3,600
HS Assistant Dance Team Advisor	50%	\$2,200	\$2,250
JH Dance Team Advisor	40%	\$1,760	\$1,800
Speech	90%	\$3,960	\$4,050

Assistant Speech	45%	\$1,980	\$2,025
One-Act Play or Ass't Musical	45%	\$1,980	\$2,025
JH One-Act Play	35%	\$1,540	\$1,575
Yearbook	70%	\$3,080	\$3,150
FFA (2 Adv @50%; 1 Adv @100)	100%	\$4,400	\$4,500
FCCLA	50%	\$2,200	\$2,250
FBLA	55%	\$2,420	\$2,475
Music	100%	\$4,400	\$4,500
Musical	50%	\$2,200	\$2,250
HS Science Olympiad	20%	\$880	\$900
JH Science Olympiad	20%	\$880	\$900
Academic Pursuit	20%	\$880	\$900
Math Counts	20%	\$880	\$900
Elem Teacher Assist Team Chair	25%	\$1,100	\$1,125
NCA Co-Chairs	28%	\$1,232	\$1,260
Foreign Connection Concessions	25%	\$1,100	\$1,125
Prom Advisors (Total)	32%	\$1,408	\$1,440
Student Congress	28%	\$1,232	\$1,260
Dual Credit (@ 3 credit sem class)	7%	\$308	\$315
National Honor Society	25%	\$1,100	\$1,125
Assistant Student Council Advisor	15%	\$660	\$675
Data Team Chairperson	25%	\$1,100	\$1,125
High School Date Steward	25%	\$1,100	\$1,125
Elementary School Data Steward	25%	\$1,100	\$1,125
		\$127,952	\$130,860

2015-
2016 SALARY SCHEDULE BASE: \$34,775
FINAL AGREEMENT

<u>STEP</u>	<u>BA</u>	<u>BA+16</u>	<u>BA+32</u>	<u>BA+48/MA</u>	<u>MA+15/64</u>	<u>MA+30</u>
0	\$34,775	\$35,350	\$35,925	\$37,000	\$37,575	\$38,150
1	\$35,125	\$35,700	\$36,275	\$37,350	\$37,925	\$38,500
2	\$35,525	\$36,100	\$36,675	\$37,750	\$38,325	\$38,900
3	\$36,025	\$36,600	\$37,175	\$38,250	\$38,825	\$39,400
4	\$36,525	\$37,100	\$37,675	\$38,750	\$39,325	\$39,900
5	\$37,025	\$37,650	\$38,225	\$39,300	\$39,875	\$40,450
6	\$37,525	\$38,200	\$38,775	\$39,850	\$40,425	\$41,000
7		\$38,750	\$39,325	\$40,400	\$40,975	\$41,550
8		\$39,350	\$39,925	\$41,000	\$41,575	\$42,150
9		\$39,950	\$40,525	\$41,600	\$42,175	\$42,750
10		\$40,550	\$41,125	\$42,200	\$42,775	\$43,350
11		\$41,150	\$41,725	\$42,800	\$43,375	\$43,950
12		\$41,750	\$42,325	\$43,400	\$43,975	\$44,550
13		\$42,350	\$42,925	\$44,000	\$44,575	\$45,150
14		\$42,950	\$43,525	\$44,600	\$45,275	\$45,850
15		\$43,550	\$44,125	\$45,200	\$45,975	\$46,550
16		\$44,150	\$44,725	\$45,800	\$46,675	\$47,250
17		\$44,750	\$45,325	\$46,400	\$47,375	\$47,950
18			\$45,925	\$47,000	\$48,075	\$48,650
19			\$46,525	\$47,600	\$48,775	\$49,350
20			\$47,125	\$48,200	\$49,475	\$50,050
21			\$47,725	\$48,800	\$50,175	\$50,750
22				\$49,400	\$50,875	\$51,450
23				\$50,000	\$51,575	\$52,150
24				\$50,600	\$52,275	\$52,850
25				\$51,200	\$52,975	\$53,550
26				\$51,800	\$53,675	\$54,250
27				\$52,400	\$54,375	\$54,950
28				\$53,000	\$55,075	\$55,650
29				\$53,600	\$55,775	\$56,350
30				\$54,200	\$56,475	\$57,050
31				\$54,800	\$57,175	\$57,750

2016-
2017 SALARY SCHEDULE BASE: \$35,825
FINAL AGREEMENT

<u>STEP</u>	<u>BA</u>	<u>BA+16</u>	<u>BA+32</u>	<u>BA+48/MA</u>	<u>MA+15/64</u>	<u>MA+30</u>
0	\$35,825	\$36,400	\$36,975	\$38,050	\$38,625	\$39,200
1	\$36,175	\$36,750	\$37,325	\$38,400	\$38,975	\$39,550
2	\$36,575	\$37,150	\$37,725	\$38,800	\$39,375	\$39,950
3	\$37,075	\$37,650	\$38,225	\$39,300	\$39,875	\$40,450
4	\$37,575	\$38,150	\$38,725	\$39,800	\$40,375	\$40,950
5	\$38,075	\$38,700	\$39,275	\$40,350	\$40,925	\$41,500
6	\$38,575	\$39,250	\$39,825	\$40,900	\$41,475	\$42,050
7		\$39,800	\$40,375	\$41,450	\$42,025	\$42,600
8		\$40,400	\$40,975	\$42,050	\$42,625	\$43,200
9		\$41,000	\$41,575	\$42,650	\$43,225	\$43,800
10		\$41,600	\$42,175	\$43,250	\$43,825	\$44,400
11		\$42,200	\$42,775	\$43,850	\$44,425	\$45,000
12		\$42,800	\$43,375	\$44,450	\$45,025	\$45,600
13		\$43,400	\$43,975	\$45,050	\$45,625	\$46,200
14		\$44,000	\$44,575	\$45,650	\$46,325	\$46,900
15		\$44,600	\$45,175	\$46,250	\$47,025	\$47,600
16		\$45,200	\$45,775	\$46,850	\$47,725	\$48,300
17		\$45,800	\$46,375	\$47,450	\$48,425	\$49,000
18			\$46,975	\$48,050	\$49,125	\$49,700
19			\$47,575	\$48,650	\$49,825	\$50,400
20			\$48,175	\$49,250	\$50,525	\$51,100
21			\$48,775	\$49,850	\$51,225	\$51,800
22				\$50,450	\$51,925	\$52,500
23				\$51,050	\$52,625	\$53,200
24				\$51,650	\$53,325	\$53,900
25				\$52,250	\$54,025	\$54,600
26				\$52,850	\$54,725	\$55,300
27				\$53,450	\$55,425	\$56,000
28				\$54,050	\$56,125	\$56,700
29				\$54,650	\$56,825	\$57,400
30				\$55,250	\$57,525	\$58,100
31				\$55,850	\$58,225	\$58,800

The following parties agree to the terms of the negotiated Agreement between the Carrington School Board and the Carrington Education Association.

School Board Representative

Carrington Education Association

Scott Fetch, Vice-President

Pat Boehmer

Date

Date