

CAVALIER PUBLIC SCHOOL

NEGOTIATED AGREEMENT 2015-2016

SAVING CLAUSE

Should any article, section, or clause of this agreement or any agreement negotiated under its provisions be declared illegal by a court of competent jurisdiction, said article, section, and 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 this agreement.

- All of the items in the Negotiated Agreement are considered open for negotiation every year. Items that are not renegotiated in a year will automatically carry into the next year.

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DURATION CLAUSE

This agreement shall be effective on July 1, 2015, and shall remain in full force and effect for additional periods of one year unless either party gives notice to the other party, not later than 60 days prior to the anniversary date of its desire to reopen provisions of this Agreement and/or additions to this Agreement, and to negotiate over terms of these provisions. In the event a successor agreement is not agreed upon before the anniversary date, all terms provisions shall remain in full force an effect until a mutual agreement is reached. All salaries, benefits and working conditions agreed upon in the successor agreement will be retroactive to the anniversary date of this Agreement.

This agreement is entered into on the _____ day of _____ of the year 2015. The individuals signing below acknowledge the changes stated in this agreement and as representatives of their respective organizations, attest that the provisions herein have been approved by the members of their organization in a majority vote.

Cavalier Education Association

Cavalier School Board

A. CONTRACT PROVISIONS

Section 1. Placement on the Salary Schedule (Traditional salary schedule adopted 2013)

- a) At the discretion of the school board, any prospective teacher employed in the system may be allowed unlimited years of previous teaching experience from another system in determining placement on the salary schedule. (Adopted 2005)
- b) Hours earned in extra professional training must be earned in the teacher's major or minor field or have prior approval by the administration.
- c) In-service credit earned prior to September 8th of the current school year can be used for advancement on the salary schedule.
- d) In order to advance on the professional growth lanes, the business manager must receive the teacher's proof of completion designating the credits earned by the first day of the school year calendar.
- e) A teacher may use the MS/MA lane if he/she has earned a Masters degree in education or educational leadership. A Masters degree earned that is not in education or educational leadership will need specific approval by the school board. (Adopted 2006)
- f) Part –time contracted teachers see Page 3; A. Contract Provisions; Section 4. Part-time Factor for Teachers Employed Less than Full-time.

Section 2. Extra duties

- a) Extra curricular duties, as described on page 6, shall be assigned by the administration with the mutual consent of the teacher. All other duties such as ticket sellers, ticket takers, chaperones, etc. shall be assigned at the discretion of the administration.
- b) Teachers shall serve on committees designed to select or evaluate textbooks and materials.
- c) All full-time and part-time teachers shall attend before school workshops and other in-service training sessions scheduled by the board of education and the administration. The district will follow TFFR guidelines regarding retired teachers returning to work for the district. (2009)

Section 3. Teacher Compensation

- a) Teachers will be paid by direct deposit on the fifth and twentieth of the month. The final payment(s) by direct deposit will be issued upon completion of all the yearly work. (Adopted 2005)
- b) Teachers' contracts will be for 186 days. One hundred eighty two days of the contract will be used for classroom instruction, legal school holidays, and two state required professional development days, with the remainder to be used for in-service and professional growth activities. An elementary teacher and a high school teacher will assist the administrators in the selection of in service topics and presenters.
- c) Regularly contracted teachers substituting within the system shall:
 - (1) Receive the same per-hour pay as established by the board for other substitutes.
 - (2) Receive pay on a per-hour basis rounded off to the nearest one-half hour.

(3) Assume the responsibility of being in charge of the total group of students normally in that class.

d) Extra-curricular – Employees will be placed on the Extra-curricular Salary Schedule according to the number of years of documented experience at any level of the sport or activity. There is no limit on the years of experience that can be brought into the system from another school district.

Section 4. Part time Factor for Teachers Employed less than Full-time

a) Salary Schedule – The part-time factor is determined by the percentage of time a teacher is contracted as a certified teacher. For example, if a teacher is employed for $\frac{3}{4}$ of a full-time contract, the part-time factor would be .75 and the teacher would receive 75% of the full-time contract. The district shall provide each part-time contracted teacher with the proportional amount of the negotiated annual increase. (Example: If the increase is \$500, a $\frac{3}{4}$ contracted teacher would receive $.75 \times \$500$ or \$375). (Adopted 2005)

b) Health Insurance – To be eligible for the group health insurance, a teacher must be employed a minimum of half time (.5). The district will pay a percentage of the part-time teacher's insurance based on the percentage of time the teacher is employed. For example, if a teacher is employed for $\frac{3}{4}$ (.75) of a full contract, the teacher would receive $\frac{3}{4}$ (.75) of the amount established in Part C, Section 1 of the Negotiated Agreement.

c) For all other benefits listed in Part D of the Negotiated Agreement, the part time teacher would receive the number of days of leave as stated. For the purpose of this section, a day of leave constitutes the teacher's normal workday as determined by the percentage of part-time employment. For example, if a teacher is employed based on $\frac{3}{4}$ (.75) of a full contract, the teacher would receive 10 sick days that are $\frac{3}{4}$ (.75) of a day in length. Any accumulated days shall be carried forward to subsequent years based on the percent of time the teacher is employed. For example, if a teacher is employed based on a .75 part-time factor, is eligible for 10 days sick leave, and did not use any sick leave, the teacher would accumulate 7.5 full days.

d) In cases where a teacher's position involves both certified and non-certified employment, benefits will be earned and paid in proportion to the benefits allowed each position. (Adopted 2005)

B. SALARY SCHEDULES (Traditional salary schedule adopted 2013)

Section I. **2015-2016 Salary Schedule** * **See Attached Salary Schedule**

a) **Base: \$34,000 Lanes: \$1,000/\$2,000 Years of Experience: \$500**

Cavalier Public School - Salary Schedule

2015-2016

	Base	\$34,000	Increment	\$500	Lane	\$1,000
					MA	\$2,000
Exp.	BA + 00	BA + 10	BA + 20	BA + 30		MA
0	\$34,000	\$35,000	\$36,000	\$37,000		\$39,000
1	\$34,500	\$35,500	\$36,500	\$37,500		\$39,500
2	\$35,000	\$36,000	\$37,000	\$38,000		\$40,000
3	\$35,500	\$36,500	\$37,500	\$38,500		\$40,500
4	\$36,000	\$37,000	\$38,000	\$39,000		\$41,000
5	\$36,500	\$37,500	\$38,500	\$39,500		\$41,500
6	\$37,000	\$38,000	\$39,000	\$40,000		\$42,000
7	\$37,500	\$38,500	\$39,500	\$40,500		\$42,500
8	\$38,000	\$39,000	\$40,000	\$41,000		\$43,000
9	\$38,500	\$39,500	\$40,500	\$41,500		\$43,500
10	\$39,000	\$40,000	\$41,000	\$42,000		\$44,000
11	\$39,500	\$40,500	\$41,500	\$42,500		\$44,500
12		\$41,000	\$42,000	\$43,000		\$45,000
13		\$41,500	\$42,500	\$43,500		\$45,500
14		\$42,000	\$43,000	\$44,000		\$46,000
15		\$42,500	\$43,500	\$44,500		\$46,500
16		\$43,000	\$44,000	\$45,000		\$47,000
17		\$43,500	\$44,500	\$45,500		\$47,500
18		\$44,000	\$45,000	\$46,000		\$48,000
19		\$44,500	\$45,500	\$46,500		\$48,500
20		\$45,000	\$46,000	\$47,000		\$49,000
21		\$45,500	\$46,500	\$47,500		\$49,500
22			\$47,000	\$48,000		\$50,000
23			\$47,500	\$48,500		\$50,500
24			\$48,000	\$49,000		\$51,000
25			\$48,500	\$49,500		\$51,500
26			\$49,000	\$50,000		\$52,000
27			\$49,500	\$50,500		\$52,500
28			\$50,000	\$51,000		\$53,000
29			\$50,500	\$51,500		\$53,500
30			\$51,000	\$52,000		\$54,000
31			\$51,500	\$52,500		\$54,500
32				\$53,000		\$55,000
33				\$53,500		\$55,500
34				\$54,000		\$56,000
35				\$54,500		\$56,500
36				\$55,000		\$57,000
37				\$55,500		\$57,500
38				\$56,000		\$58,000
39				\$56,500		\$58,500
40				\$57,000		\$59,000

*For every year after 40, experience increment will be granted

2015-2016

		BASE	EXTRA-CURRICULAR SALARY SCHEDULE					Base Salary =	34000
		34,000.00						Experience Multiplier	1.05
YR	0.01	0.015	0.02	0.025	0.03	0.035	0.04	0.045	0.05
0	340.00	510.00	680.00	850.00	1,020.00	1,190.00	1,360.00	1,530.00	1,700.00
1	357.00	535.50	714.00	892.50	1,071.00	1,249.50	1,428.00	1,606.50	1,785.00
2	374.00	561.00	748.00	935.00	1,122.00	1,309.00	1,496.00	1,683.00	1,870.00
3	391.00	586.50	782.00	977.50	1,173.00	1,368.50	1,564.00	1,759.50	1,955.00
4	408.00	612.00	816.00	1,020.00	1,224.00	1,428.00	1,632.00	1,836.00	2,040.00
5	425.00	637.50	850.00	1,062.50	1,275.00	1,487.50	1,700.00	1,912.50	2,125.00
6	442.00	663.00	884.00	1,105.00	1,326.00	1,547.00	1,768.00	1,989.00	2,210.00
7	459.00	688.50	918.00	1,147.50	1,377.00	1,606.50	1,836.00	2,065.50	2,295.00
8	476.00	714.00	952.00	1,190.00	1,428.00	1,666.00	1,904.00	2,142.00	2,380.00
9	493.00	739.50	986.00	1,232.50	1,479.00	1,725.50	1,972.00	2,218.50	2,465.00
10	510.00	765.00	1,020.00	1,275.00	1,530.00	1,785.00	2,040.00	2,295.00	2,550.00
11	527.00	790.50	1,054.00	1,317.50	1,581.00	1,844.50	2,108.00	2,371.50	2,635.00
12	544.00	816.00	1,088.00	1,360.00	1,632.00	1,904.00	2,176.00	2,448.00	2,720.00
13	561.00	841.50	1,122.00	1,402.50	1,683.00	1,963.50	2,244.00	2,524.50	2,805.00
YR	0.055	0.06	0.065	0.07	0.075	0.08	0.085	0.09	0.095
0	1,870.00	2,040.00	2,210.00	2,380.00	2,550.00	2,720.00	2,890.00	3,060.00	3,230.00
1	1,963.50	2,142.00	2,320.50	2,499.00	2,677.50	2,856.00	3,034.50	3,213.00	3,391.50
2	2,057.00	2,244.00	2,431.00	2,618.00	2,805.00	2,992.00	3,179.00	3,366.00	3,553.00
3	2,150.50	2,346.00	2,541.50	2,737.00	2,932.50	3,128.00	3,323.50	3,519.00	3,714.50
4	2,244.00	2,448.00	2,652.00	2,856.00	3,060.00	3,264.00	3,468.00	3,672.00	3,876.00
5	2,337.50	2,550.00	2,762.50	2,975.00	3,187.50	3,400.00	3,612.50	3,825.00	4,037.50
6	2,431.00	2,652.00	2,873.00	3,094.00	3,315.00	3,536.00	3,757.00	3,978.00	4,199.00
7	2,524.50	2,754.00	2,983.50	3,213.00	3,442.50	3,672.00	3,901.50	4,131.00	4,360.50
8	2,618.00	2,856.00	3,094.00	3,332.00	3,570.00	3,808.00	4,046.00	4,284.00	4,522.00
9	2,711.50	2,958.00	3,204.50	3,451.00	3,697.50	3,944.00	4,190.50	4,437.00	4,683.50
10	2,805.00	3,060.00	3,315.00	3,570.00	3,825.00	4,080.00	4,335.00	4,590.00	4,845.00
11	2,898.50	3,162.00	3,425.50	3,689.00	3,952.50	4,216.00	4,479.50	4,743.00	5,006.50
12	2,992.00	3,264.00	3,536.00	3,808.00	4,080.00	4,352.00	4,624.00	4,896.00	5,168.00
13	3,085.50	3,366.00	3,646.50	3,927.00	4,207.50	4,488.00	4,768.50	5,049.00	5,329.50

- ◆ Column 1 = years of experience
- ◆ Header columns are multipliers used to mark degree of difficulty & hours required of the position
- ◆ For 1 year of experience, the coach/advisor receives base salary x 1.05% (experience multiplier) x header column
- ◆ For each year thereafter, the coach/advisor receives the difference between 0 & 1 yr experience added to the year just completed.

Rates for Extra Curricular Position

Placed in Negotiated Agreement Administrative Guidelines

Activity	Factor	Trigger	Activity	Factor	Trigger
Volleyball					
Head Coach	0.080		Head Coach	0.075	
Assistant	0.070		Assistant	0.055	15 + 9-12
C-Squad	0.045	20+ 9-12	Boys Basketball		
Grade 7	0.030		Head Coach	0.090	
Grade 8	0.030		Assistant	0.070	
Wrestling					
Head Coach	0.085		C-Squad	0.045	20 + 9-12
Site Coach	0.075		Grade 7 & 8	0.055	(2 nd Asst)
Assistant	0.065		Grade 5 & 6	0.040	
Grade 5 & 6	0.040		Girls Basketball		
Yearbook					
Head Advisor	0.060		Head Coach	0.090	
Asst Advisor	0.050		Assistant	0.070	
Band					
	0.080		C-Squad	0.045	
Class Advisors					
Senior	0.015		Grade 7 & 8	0.055	
Junior	0.030		Grade 5 & 6	0.040	
Junior	0.030		Football		
Sophomore	0.010		Head Coach	0.090	
Sophomore	0.010		Assistant	0.070	20 + 9-12
Freshmen	0.010		Assistant	0.070	
Class Plays					
	0.015		Grade 7 & 8	0.055	
FBLA					
Head Advisor	0.060		Boys Golf		
Asst Advisor	0.050	25 +	Head Coach	0.065	
Honor Society					
	0.010		Site Coach	0.055	
Cheerleading					
Fall Advisor	0.025		Girls Golf		
Winter Advisor	0.025		Head Coach	0.065	
School Paper					
	0.045		Site Coach	0.055	
Speech					
	0.045		Boys Track		
Vocal					
	0.045		Head Coach	0.080	
Science Club					
	0.060		Site Coach	0.070	
Student Council					
	0.015		Assistant	0.060	15 + 7-12
Tornado Vision					
	0.015 (min. 30 events)		Girls Track		
School Improvement Chair					
	0.045 (Can be divided)		Head Coach	0.080	
Band – Minimum of 6 pep band performances per school year					
School Paper – Minimum of 8 publications per school year					
Science Club – may be traded for another science activity (envirothon)					
Speech – Minimum number of competitions will be 7 during speech season					
“C” squad – must participate in a minimum of 8 regular season games					

All listed positions are not required to be filled. Administration discretion.

C. FRINGE BENEFITS

Section 1. Health Insurance

a) Cavalier School District will provide health insurance in accordance with the Patient Protection and Affordable Care Act (PPACA). The District will contribute to the policy premiums at the following levels: **76% for single, 52% for single plus dependents, 42% for family.**

b) Election whether to participate in health insurance needs to be made by the first day of the school year calendar.

c) All new teachers to the school system will be allowed to participate in the program if they wish.

2. Teacher's Retirement

a) Cavalier School District will pay the employer's share of North Dakota Teachers' Fund for Retirement (TFFR), and will pay the employee's share of TFFR at a rate capped at 11.75% for the **2015-2016** school year.

3. Credits To Renew Teaching License

a) Cavalier School District will pay \$50 each year for one credit per teacher. During one year of a five(5) year duration, Cavalier School District will pay for two credits (\$100) per teacher.

D. LEAVE OF ABSENCE FOR PROFESSIONAL PERSONNEL

Section 1. General Provisions

a) Absences beyond specified leaves must be approved by the board of education and/or the administration and will result in a wage deduction in direct proportion to the time missed.

b) Upon approval of the administration, leave may be granted for one period or less, to be covered by someone from within the system. (Personal leave will not have to be used.) The substitute will not be reimbursed as stated in Section A-3c #16.

Section 2. Family Medical Leave

The Cavalier School provides medical leave in accordance with the Family Medical Leave Act if not covered in the contract. For reference purposes, a copy of the FMLA Compliance Guide is available in the office upon request.

Section 3. Professional Leave

a) Professional leave will be granted to teachers to attend workshops or seminars in her or his field, subject to the approval of the school board or superintendent.

b) Each teacher shall be granted two days professional leave each year (more days at the discretion of the administration) non-accumulative, under the following provisions:

(1) The teacher shall give written notice to the superintendent 48 hours prior to the time of leave.

(2) Leave taken under the provision of this section shall be paid according to the teacher's regular contracted salary.

(3) Professional leave must be used for the purpose of instructing or receiving instruction or receiving training directly beneficial to the teacher's current or projected instruction.

(4) Leave will be granted at the discretion of the administration.

Section 4. Leave of Absence

a) Teachers who have been employed in the Cavalier School System for five years shall be eligible to apply to the school board for a one-year leave of absence.

b) Requests for leave of absence must be received by the administration. The request must be received in writing before January 1. A leave of absence will be limited to one year and only one teacher will be granted the leave at one time.

c) No salary shall be paid to the teacher during the time of the leave and no experience credit shall be given on the salary schedule for the time of the leave.

d) A teacher may take a leave of absence only once while teaching in the Cavalier School System.

Section 5. Association Leave

a) At the beginning of every school year, the Association shall be credited with three days of leave to be used by the teachers who are officers or representatives of the Association. Such use, with pay, shall be at the mutual discretion of the Association and the Administration.

b) The superintendent shall be notified not less than 48 hours prior to the commencement of such leaves.

Section 6. Personal Leaves and Absences

a) Each teacher shall be granted three days of personal leave each year. Two days of personal leave may be carried over allowing the total days to accumulate to five. At the end of each school year the district will buy back **up to two** personal days at the rate of \$100.00 each. Staff members will be allowed to use five earned personal days per school year. (2013)

(1) Notice must be given to the administration in writing at least 48 hours prior to the time of leave.

(2) Personal leave cannot be taken after May 15. If an emergency exists, the administration may grant personal leave after May 15.

(3) Leave taken under the provision of this section shall be paid according to the teacher's regular contracted salary.

(4) Leave will be granted at the discretion of the administration.

Section 7. Emergency Leave

a) Each teacher may be granted up to five days of emergency leave. This leave is non-accumulative and may be used for the following:

(1) Death of husband, wife, child/step-child, mother/step-mother, father/step-father, mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, daughter-in-law, son-in-law, grandchild, grandfather, grandmother, niece, nephew, aunt or uncle. This applies to either side of the family – teacher or spouse.

(2) Serious illness or surgery within the teacher's immediate family (husband, wife, child, mother, father, mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, daughter-in-law, son-in-law or grandchild).

(3) Serious accident within the teacher's immediate family (husband, wife, child, mother, father, mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, daughter-in-law, son-in-law or grandchild).

(4) Serious illness or injury of the teacher provided all other leaves have been used prior to the request.

(5) The board shall be empowered to extend emergency leave beyond the presently allowed five days in the events of 1, 2, 3 or 4 above.

(6) Leave taken under the provision of this section shall be paid according to the teacher's regular contracted salary.

Section 8. Court Leave

a) A teacher shall be granted leave for jury duty without loss of salary. Any compensation gained from court leave shall be surrendered to the district. Teachers shall retain all reimbursement for expenses paid by the court.

Section 9. Sick Leave

a) Sick leave will be granted to each teacher under the following provisions:

(1) Sick leave can be used for the teacher herself/himself being sick or a sick family member.

(2) Sick leave can be used for medical appointments.

(3) Ten days of sick leave will be granted each year with unlimited accumulation. Beginning with personnel hired after May 30, 1997, the accumulation will be 90 days.

(4) After three days of absence, written notice from a doctor must be presented to the school explaining the reason for the absence.

(5) All or any portion of the maternity leave may, at the teacher's discretion, be charged to her accrued sick leave.

(6) Leave taken under the provision of this section shall be paid according to the teacher's regular contracted salary.

(7) Sick leave may be granted on a case by case basis by the administration for the purpose of adoption.

Section 10. Sick Leave Bank

(a) The purpose of the bank shall be for a serious illness or injury that results in the inability of the person to perform their duties as a teacher and to provide sick leave only after their existing sick leave is all used until an individual qualifies for TFFR disability coverage. A doctor's signed statement must accompany the request. Extending maternity leave is not an accepted use.

(1) Investment: Each participating faculty member shall invest two sick leave days the first year and one each succeeding year until the bank has a balance of not less than 180 days. Any time the balance drops below 180 days each participating member shall be assessed sufficient days to restore the 180-day balance.

(2) Participation: Participation in the "Sick Leave Bank" is a one-time offer. All new teachers will be allowed to enroll during the signing of their contract for the first or second year of employment.

(3) Limitations: No member of the bank will be allowed to draw more than 100 days from the bank in any one year. Any member may withdraw from the sick leave bank at the end of the year; however, all days contributed will remain in the bank. No sick leave will be provided during the period of time employees are drawing workers' compensation.

E. ASSOCIATION MEETINGS

The Cavalier Education Association is welcome to use the school facilities for its meetings provided that such meetings ~~will end at least one-half hour before school begins or will start no sooner than one-half hour after school ends for the day.~~ **take place during non-contracted school time or administration approval.**