

2016-2017



Ellendale Public School

Negotiated
Master
Agreement

Printed Tuesday, February 09, 2016

Article I
Parties and Recognition

1. Parties: This agreement is entered into between the Ellendale School Board and the Ellendale Education Association.
2. Recognition: The Ellendale School Board, affiliated with the North Dakota School Boards Association and the National School Boards Association, and hereinafter referred to as the Board, recognizes that teaching is a profession. The Board recognizes the Ellendale Education Association, affiliated with the North Dakota United and the National Education Association, and hereinafter referred to as the Association, as the exclusive representative of the classroom teachers employed or to be employed on either a full-time or part-time basis during the duration of this agreement.
3. Management's Rights: The Association recognizes the right of the Board, subject to state and federal laws and regulations, and except as modified by the provisions of this agreement, to control, direct, and manage the Ellendale Public School and its staff during the term of this agreement.

Article II
Duration

1. Effect of Agreement: The Board and the Association agree that the terms and conditions set forth in this Agreement represent the full and complete 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 part of this Agreement. [Kinzler, Rekow, Mertz, Wedell, Schmidt, Redlin, Masset – March 2003]
2. Saving Clause: Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, or become "prima facie" illegal (illegal on its face; not requiring further evidence or proof) through legislative action, 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 is not affected by the deleted article, section, or clause. [Kinzler, Rekow, Mertz, Wedell, Schmidt, Redlin, Masset – March 2003]

This agreement shall be in effect for the 2016-2017 school year upon ratification of both parties through the collaborative bargaining or formal negotiations process. It may be amended by mutual agreement of the same parties who entered into it originally.

The agreement shall automatically be renewed and will continue in force for additional periods of one year unless either party gives notice to the other party, not later than 60 (sixty) days prior to the anniversary date of its desire to reopen certain provisions of this Agreement and/or additions to this Agreement, and to negotiate over terms of these provisions. [Kinzler, Rekow, Mertz, Wedell, Schmidt, Redlin, Skunberg - Dec 2003]

Dated at Ellendale, North Dakota this 22nd day of February, 2016.

Signed Carvin Thorpe
President of the EEA

Signed Carl Wittoria
President of the School Board

Signed Patty Zahn
Secretary of the EEA

Signed Sandra Nutor
Business Manager of the District

Article III **Negotiation Procedures**

The Board and the Association agree that the Collaborative Bargaining process will be used to make changes to this agreement. However, if the Negotiations process becomes necessary, then the following procedures will be used: [Kinzler, Rekow, Mertz, Wedell, Schmidt, Redlin, Masset- Dec 2002]

1. **Negotiation Teams:** Board and Association Teams will each consist of a maximum of three persons.
2. **Ground Rules:** The Negotiation Teams shall meet prior to the first negotiating session at a mutually agreeable time and place to establish the ground rules which will be followed during negotiations. The ground rules include, but are not limited to, such things as the location of the negotiating sessions, the length of the sessions, who will record minutes, the manner and time frame for making proposals, caucus rights and limits, and a target date for the completion of negotiations.
3. **Meetings:** The date and time of the first negotiating session shall be established by mutual agreement at the "ground rules" meeting. Another regular meeting date and time shall be established by mutual agreement at the close of each negotiating session. Special meetings can be called upon written request by either party, and shall be held on a mutually agreeable date within ten (10) days of the request. Requests for special meeting will be channeled through the other party's designated contact person.
4. **Information:** Both parties agree to make available, upon request, all information necessary for making proper and sound decisions on matters to be negotiated.
5. **Assistance:** The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Clerical help may also be provided.
6. **Ratification:** When the negotiating teams arrive at a mutually acceptable settlement, they shall submit their agreements to the Board and the governing body of the Association. Upon approval of all terms by both parties, the terms of the negotiated settlement shall become effective, and a part of this document. The Board need not make a ratification vote until after the Association has approved the settlement.

Article IV **Teacher Employment Procedures**

1. **Teaching Vacancies:** All teaching vacancies shall be posted within the school teacher work areas as soon as officially opened by the Board.
2. **Part-time Teachers:** Teachers employed on a part-time basis shall be paid a fractional part of the base salary. The fractional part shall be determined by the number of periods the teacher is on duty and the number of teaching periods in a day. All part-time teachers shall take part in any duties assigned to the full-time teachers.
3. **Individual Contracts:** Individual contracts shall not conflict with the terms and conditions of this agreement.
4. **Accepted Experience:** Upon entering the Ellendale School system, each teacher may be allowed credit for prior teaching and/or degree experience at the rate of one year credit for each year of experience. [2003 – Redlin, Masset, Wedell, Schmidt, Mertz, Kinzler, Rekow]

Article V
Conditions and Facilities

1. **Facilities:** The parties recognize that optimum school facilities for both students and teachers are desirable to insure the high quality of education that is the goal of both the Association and the Board.
2. **School Organization:** It is acknowledged that the primary duty and responsibility of the teacher is to teach, and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.
3. **Teacher Evaluation:** The performance of all teachers shall be evaluated in writing. Within ten school days of the written evaluation, a copy of the evaluation shall be submitted to the teacher and the written evaluation shall be reviewed with the teacher by the evaluator. After the review, and within ten school days of the teacher's receipt of the written evaluation, a signed copy of the evaluation shall be returned to the administration. A copy of the evaluation may be retained by the teacher. In the event that the teacher feels the evaluation incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personal file folder. All evaluations shall be based upon criteria for evaluating professional growth as determined by the Board after consultations with the Association. [Kinzler, Rekow, Mertz, Wedell, Schmidt, Redlin, Masset – March 2003]
4. **Planning Areas:** The Board shall provide teacher-planning areas. If changes are to be made, teacher input will be considered.

Article VI
Teaching Hours and Assignments

1. The teacher's school day shall include twenty-five (25) minutes before class starts and ten (10) minutes after class dismissal so they are available for consultation with students, parents, and administration. On the last day of the school week or such days that precede a holiday, teachers may leave the building five (5) minutes after dismissal of their students.

Article VII
Teacher Leave

1. **Sick Leave**
 - a. At the beginning of each school year, each teacher shall be credited with a ten-day sick leave allowance to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate to ninety days.
 - b. Following five consecutive days of sick leave, the teacher in question shall forward a doctor's written verification of illness or disability to the superintendent if additional sick leave days are required.
 - c. A teacher may use sick leave with pay for absences necessitated by sickness or required medical examination for members of the immediate family as governed by Family Medical Leave Act policy (Policy DDAA). [2002 – Kinzler, Mertz, Rekow, Masset, Redlin, Schmidt, Wedell]
 - d. Teachers, upon separation from the district, will be compensated for unused sick leave to a maximum of 90 days. The rate of payment shall be \$10 per day for those with one thru nine years of service to the district, upon separation. After the tenth year of service to the district the payment will be \$20 per day. [2010 – Redlin, Schmidt, Hack, Hoffman, Mertz, Durham, Wertz]
2. **Sick Leave Bank**
 - a. The sick leave bank is available to members of the Ellendale Public School Faculty. The Bank may be drawn upon in instances of prolonged or catastrophic illness or injury.
 - b. **New Hire Contribution**
 - i. Newly hired faculty will be assessed one (1) day of sick leave as their one-time premium to be a member of the Sick Leave Bank. This day shall be drawn during the first pay period of their employment with the district.

- c. Waiting Period
 - i. Any faculty member having used his total accumulated sick and personal leave may, after five teaching days without pay, apply to the Sick Leave Bank Committee for consideration to draw banked sick leave days. Such an application shall be in writing and shall be accompanied by a medical doctor's verification of illness.
- d. Sick Leave Bank Committee
 - ii. The purpose of the Sick Leave Bank Committee shall be to oversee the use of the Bank, to review all applications, to accept or reject the applications, to maintain a proper balance, and to provide reasonable assurance that the Sick Leave Bank is not abused.
 - iii. The Sick Leave Bank Committee shall consist of two teachers selected by the Ellendale Education Association and two members selected from the Ellendale School Board.
- e. Use
 - i. Any participating member of the Sick Leave Bank upon the approval of the Sick Leave Bank Committee, may draw from the Sick Leave Bank for a period not to exceed ninety school days.
- f. Replenishment
 - i. At such time as the balance of sick leave days in the bank drop below ninety (90) days less one day per participating faculty member, each member shall be assessed a sufficient number of sick leave days to restore the ninety day balance, but at a rate of not more than one day per year. This assessment should be made within thirty (30) days after the bank reaches the replenishment threshold.
 - ii. Any employee who has depleted their sick leave and is unable to contribute at the time of replenishment shall have the one (1) sick leave day deducted during their first pay period the subsequent year.

3. Personal Leave

- a. At the beginning of each school year, each teacher shall be given two days of personal leave not deducted from sick leave. The personal leave shall accumulate to three days. Normally, one teacher from each school will be allowed to take personal leave on a given day.
- b. At the conclusion of each school year any personal leave in excess of one day will be paid back to the teacher at a rate of \$100 per day. This refunded leave will then be withdrawn from the teachers account. [2014 – Redlin, Schmidt, Hack, Martin, Kinzler, Durham, Wertz]

5. Funeral Leave

- a. Funeral leave shall be granted with the approval of the superintendent in case of death of any family member or acquaintance. No more than five (5) school days will be allowed and it is non-accumulative. [2009 – Mertz, Durham, Wertz, Hack, Redlin, Schmidt, & Hoffman]

6. Professional Leave

- a. Professional leave shall be granted at the discretion of the superintendent to attend professional clinics, workshops, local, regional, vocational and national conferences, or visitations to other schools. Anytime a teacher attends such an approved meeting he or she shall receive an allowance for mileage, meals, and/or lodging. This excludes those meetings sponsored by local associations, or ND United. Not to be taken from sick leave or any other leave. [2016 – Hack, Martin, Zahn, Smith, Wertz, Durham, Kinzler]

7. Sabbatical Leave

- a. Sabbatical leave may, at the discretion of the Board be granted to a teacher to work toward a higher degree or level of education.
 - i. A teacher seeking a sabbatical leave, shall notify the superintendent in writing by May 1 prior to the school year in which the sabbatical leave is to be taken. The superintendent will submit the request to the school board for its approval or disapproval.
 - ii. In response to a written inquiry by the Board, the teacher on sabbatical leave shall, by May 1st, inform the Board of his intent to:

- iii. return to the Ellendale system subject to the outcome of negotiations, or
 - iv. not return to the Ellendale system.
 - b. A teacher granted sabbatical leave shall, upon his return, be assigned to the teaching position he occupied prior to his leave. He shall retain all seniority rights and accumulated leave held prior to his leave. Early return from such leave shall be granted at the discretion of the superintendent.
- 8. Maternity/Adoption Leave
 - a. This leave time shall be governed by Family Medical Leave Act policy (Policy DDAA). When both parents are in the system, only one leave period shall be granted as per FMLA.
 - b. Each teacher requesting maternity/adoption leave may request additional days of leave, once per instance, from other teachers. This transfer of leave shall be a maximum of ten (10) days, either sick or personal, with the request being approved by the Administration.
 - i. This request shall be granted when the requester's personal and sick leave are depleted.
 - ii. These gifted days are eligible to be used during this single FMLA event.
 - 1. Unused gifted days shall be returned to the gifting teachers on a last gifted - first returned protocol.

[2016 – Hack, Martin, Zahn, Smith, Wertz, Durham, Kinzler]
- 9. Child Care Leave - A teacher will be granted a child care leave subject to the following conditions:
 - b. Requests for such leave must be made at least 30 calendar days prior to the estimated date of confinement or the date of home placement.
 - c. Leave will begin upon home placement of an adopted child, or immediately after disability, or at a natural break in the school year prior to the birth or home placement of the child or at such other date mutually agreed upon between the teacher and the school district, provided a satisfactory replacement is employed.
 - d. When granted, child care leave shall be governed by Family Medical Leave Act policy (Policy DDAA).

[2002 – Kinzler, Mertz, Rekow, Masset, Redlin, Schmidt, & Wedell]
- 10. Dependent Care Leave
 - a. Dependent care leave will begin immediately after disability of an immediate family member and as soon as a satisfactory replacement can be employed. An immediate family member is defined in FMLA policy as mother, father, son, daughter, or spouse. Unpaid leave time may be taken to provide dependent care for a mother-in-law or father-in-law. [2002 – Kinzler, Mertz, Rekow, Wedell, Schmidt, Masset, & Redlin]
 - b. Dependent care leave will be governed by the Family Medical Leave Act policy (Policy DDAA).
- 11. Jury Duty Leave
 - a. Jury duty leave is administered following school board policy DDEA.

[2006 – Kinzler, Mertz, Durham, Wedell, Schmidt, Hack, & Redlin]
- 12. Military Leave
 - a. Military leave is administered following school board policy DDBD.

[2006 – Kinzler, Mertz, Durham, Wedell, Schmidt, Hack, & Redlin]

GENERAL PROVISIONS

- 1. Leaves of absence which are granted pursuant to the provision of this article will not constitute a break in the continued employment (seniority) status of the teacher.
- 2. When the district has sufficient reason to believe the provisions of a leave of absence are being violated or misinterpreted, the District will have the right to investigate and take appropriate action. The costs of the investigation will be borne by the District.

3. Adoptive leave, childcare leave, and dependent care leave requests must be submitted in writing to the superintendent. The request will indicate the proposed commencement and termination dates.
4. The proposed return date will be coincided with a natural break in the school year or any mutually agreeable date.
5. Leaves will not exceed twelve months.
6. Neither experience credit nor accumulated leave is earned during the time teacher is on leave.
7. Teachers on leave will maintain their eligibility to participate in the District's group insurance programs. Unless otherwise provided, the teacher will pay the premiums to the District on or before the 20th day of the month preceding the desired month of coverage.

Article VIII
Professional Development Committee

[Dec 2016 – Hack, Martin, Zahn, Smith, Wertz, Durham, Kinzler]

1. There is hereby established a permanent "Professional Development Committee" composed of seven (7) members, four (4) of whom shall be teachers selected by the Association, and three (3) of whom shall be appointed by the superintendent.
2. The Professional Development Committee shall meet at least once a month to discuss and study subjects mutually agreed upon relating to the school system.
3. The Professional Development Committee is empowered to appoint subcommittees composed of teachers and administrators to study and report on any mutually agreed upon subjects. Upon completion of its study and report on the subject assigned to it, each subcommittee shall be considered dissolved, and once dissolved, no subcommittee shall be re-activated except by mutual consent of the members of the Professional Development Committee
4. All reports of the Professional Development Committee or its subcommittees, including their recommendations, shall be submitted in writing to all members of the Professional Development Committee.
5. Subject of study by subcommittees shall include but not be limited to:
 - a. Discipline policy
 - b. Development of curriculum
 - c. Schedule
 - d. School Improvement
6. The parties agree that the Professional Development Committee and its subcommittees serve in an advisory capacity only and that the failure of the Board to place any of its recommendations in effect shall not constitute the basis for a grievance.
7. The clerical assistance to the Professional Development Committee shall be supplied by the Board.
8. There shall be no compensation for the members of the Professional Development Committee.

Article IX
Grievance Procedure

[Jan 2005 – Wedell, Hack, Schmidt, Redlin, Kinzler, Mertz, Rekow]

1. Purpose: To enable teachers to express a complaint about the administration of this Agreement with the assurance that the complaint will receive prompt attention by persons who can remedy it if

necessary.

2. Definition of Grievance: Any disagreement regarding the interpretation or application of a specific provision of this Agreement.
3. Procedure: Any party to the grievance at their own expense may retain and have present counsel at any or all steps. Grievance shall be processed in accordance with the following procedure.
 - a. Level One
 - i. An earnest effort shall be made to settle the matter informally between the teacher and the appropriate principal.
 - ii. If the matter is not resolved, the grievance shall be presented in writing by the teacher to the principal within five (5) school days after the facts become known. The principal shall give a written answer within ten (10) school days of the time the grievance was presented to him in writing.
 - b. Level Two -If not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the written grievance, the grievant may file the grievance in writing with the chairman of the Association's Welfare Sub-Committee within five (5) school days after the decision at Level One or fifteen (15) school days after the grievance was presented whichever is sooner.
 - c. Level Three
 - i. The Chairman of the Association's Welfare Sub-Committee shall within five (5) school days after receiving the written grievance refer it to the Superintendent.
 - ii. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the grievant with or without the Association's Welfare Sub-Committee in an effort to resolve the grievance. The Superintendent shall render a decision in writing with the Chairman of the Association's Welfare Sub-Committee and the grievant within ten (10) days after the first meeting.
 - d. Level Four
 - i. If not satisfied with the Superintendent's disposition of the grievance, the grievant may within five (5) school days after receipt of the Superintendent's disposition, request in writing with the Chairman of the Association's Welfare Sub-Committee that the grievance be referred to the Board.
 - ii. Within five (5) days after receiving the grievant's request, the Chairman of the Association's Welfare Sub-Committee shall refer it to the Board. Within ten (10) school days after receiving the written grievance, the Board shall meet with the grievant with or without the Association's Welfare Sub-Committee for the purpose of resolving the grievance. The Board shall render a decision in writing with the Chairman of the Welfare Sub-Committee and the grievant within twenty (20) school days after first meeting.
 - e. Level Five -In order to process a grievance to arbitration, the following must be complied with:
 - i. Written notice of a request for arbitration shall be given to the Board within ten (10) school days of receipt of the Board's written disposition of the grievance.
 - ii. The matter must have been processed through the grievance procedure within the prescribed time limits.
 - iii. The issue must involve the interpretation or application of a specific provision of the agreement.
 - iv. Grievances involving the same act or same issue may be consolidated in one proceeding provided the grievances have been processed through the grievance procedure by the time the parties meet to select an impartial third party.
 - v. When a request has been made for arbitration, a three-member Arbitration Board shall be established in the following manner:

- vi. The employer and the grievant shall each appoint a member to the Arbitration Board and shall notify the other of the name of its appointee within five days of the receipt of the written appeal. These appointees shall meet in an attempt to select an impartial third party to act as Chairman of the Arbitration Board.
- vii. The arbitration board shall meet with both parties, hear evidence and give an opinion within (30) thirty days of the close of the hearing.
- viii. It is understood that the function of the Arbitration Board shall be to provide an opinion as to the interpretation and application of specific terms of this Agreement. The arbitration board shall not have power without specific written account of the parties, to either advise on salary adjustments, except the improper application thereof, or to issue any opinions that would have the parties add to, subtract from, modify or amend any terms of this Agreement. The findings of the Arbitration Board shall be binding on both parties.
- ix. Each party shall bear the expense of its appointees, representatives and witnesses in this hearing. The fees and expenses of the Chairman of the Arbitration Board shall be shared equally by the parties.

Article X

Salary and Other Cash Compensation

1. **Approval:** All curricular and extra-curricular activities paid for by the District shall be created and approved by the Board.

2. **Salary:** All teachers will be compensated according to the salary schedules of the district (Schedules A & R) and the extra-curricular pay schedule of the district (Schedule B). All Schedules shall be attached to and become a part of this agreement. [2010 – Redlin, Schmidt, Hack, Hoffman, Mertz, Durham, Wertz]
 - a. **Schedule A** is the primary compensation schedule for the district and shall be used for all Schedule B calculations. Effective June 1st, 2010 all teachers newly hired by the district shall be paid following Schedule A and be ineligible for Article XIII - Early Retirement benefits.
 - b. **Schedule R** is the compensation schedule used for those teachers that, during the Schedule R – Early Retirement Election of 2010, choose to keep the Early Retirement – Special Bonus Plan (Article XIII) as part of their agreement. Only teachers choosing Schedule R, at that time, use this schedule and are eligible for retirement benefits under Article XIII.
 - i. Schedule R lane and step structure will always match Schedule A.
 - ii. Schedule R base salary will be automatically set each agreement as follows: The base salary of Schedule R will be increased the same percentage as the change in the base salary of Schedule A, to the nearest tenth of a percent.
 - iii. Schedule R – Early Retirement Election of 2010 – During this election period teachers under contract on April 1st, 2010 will be required to choose between the options below. The election of each teacher, as to their option, is final and non-revocable after the election period.
 1. Schedule A & No Early Retirement Plan – Teachers choosing this option will, starting with the 2010-11 Negotiated Agreement, follow Schedule A and will forfeit all benefits outlined in Article XIII.
 2. Schedule R & Early Retirement Plan – Teachers choosing this option will, starting with the 2010-11 Negotiated Agreement, follow Schedule R and will be eligible for benefits outlined in Article XIII.

2. **Substituting:** Teachers employed during their preparation period or special duty period to substitute for other teachers shall be paid at the rate of 1/7 the substitute teacher rate per hour if their teaching load is thereby increased. The substitute teacher rate will be set annually by the Board at the July School Board meeting. [2006 - Mertz, Kinzler, Durham, Schmidt, Redlin, Wedell, Hack]

3. **Extended Contract Employment:** [Schmidt, Hack, Hoffman, Redlin, Mertz, Wertz & Durham –2011]
 - a. Teachers will be compensated at the rate of \$225.00/day for contracted time outside the regular 182-day school term.

- b. These days will be identified in calendar or block format including specific dates (when possible) and identifying the purpose of each of the additional contract days.
 - c. For general purposes, the Ellendale School District will identify six (6) days annually to be set aside for this purpose.
4. Approved Functions: Subject to prior approval by the Superintendent, faculty members shall be compensated for expenses incurred while representing the Ellendale Public Schools at approved functions. The mileage rate shall be the ND State rate established annually at the Annual Board Meeting. [Masset, Redlin, Schmidt, Wedell, Kinzler, Mertz, & Rekow; Aug 2002]
 5. Driving to Extra-Curricular Activities: The Board will pay the same hourly wage for driving school vehicles to extra-curricular activities that bus drivers now receive which, will be set annually at the July School Board meeting. This applies to driving time ONLY. Teachers must hold a valid ND Drivers License with proper endorsements for driving a bus. If the teacher's own car is used, the teacher will receive the approved mileage rate plus the set extra-curricular activities rate per hour driving time. The driving time rate does not apply to time driving during school hours. [Hack, Redlin, Schmidt, Wedell, Durham, Mertz, & Kappenman; Dec 2006]

Article XI
Benefits

1. The Ellendale School District will select and participate in a group health insurance plan for the benefit of the District's teachers.
2. The District will provide a pre-determined pool for use by the teachers to use toward allowable benefits under the established Section 125 Cafeteria Benefits program. Allowable benefits include, but are not limited to health insurance premium in the District provided group health plan, dependent care, medical spending account, vision plan premium, dental plan premium, District provided Life insurance premium, and the cash option (for an individual 403B retirement account). Any premium amounts in excess of that financed by the District will be deducted from the teacher's contracted salary using pre-tax dollars.
 - a. A minimum of five benefit contracts are required for a request for an additional company to be approved by the administration for payroll deductions. [Kinzler, Rekow, Mertz, Wedell, Schmidt, Redlin, Masset – Dec 2002]
3. Each certified staff member will receive a benefit allowance equal to \$6,700.00. [2015 – Zahn, Schmidt, Hack, Martin, Kinzler, Durham & Wertz]
4. Part-time teachers will only qualify for a pro-rata amount based upon time assignment. [Masset, Redlin, Schmidt, Wedell, Kinzler, Mertz, & Rekow – May 2001]

Article XII
Continuing Education

1. Purpose: While all teachers are considered to be qualified for the job when they are employed, it is recognized that continuing education is necessary in order for a teacher to remain qualified. Progress and change are commonplace in society, and students need teachers who are "knowledgeable" and "up-to-date".
2. Professional Growth: Each teacher shall earn the appropriate number of semester hours to maintain their ND Educator's Professional License each renewal period, as determined by ESPB. [2010 – Redlin, Schmidt, Hack, Hoffman, Mertz, Durham, Wertz]

3. Effective Date of Hours for Schedule A: Credit hours beyond a particular level shall become effective at the beginning of the school year.
4. Lane Changes on Schedule A: In order for a teacher to make a lane change on the Salary Schedule, he/ she may earn graduate semester hours in his or her teaching assignment in the Ellendale School system major or minor field, or towards the Masters Degree in his/her teaching assignment in the Ellendale School system. He/she may also make a lane change by taking undergraduate credit in a subject course area in his/her teaching assignment in the Ellendale School system. In order to make a lane change on the Salary Schedule, the teacher shall show proof of earning such credit to the Superintendent by the September payroll cut-off date (approximately September 15th) for that contracted year. [Kinzler, Mertz, Rekow, Masset, Redlin, Schmidt, &Wedell -May 2002]

Article XIII

Early Retirement “Special Bonus” Plan of Professional Staff Members

1. Definition and General Provisions:
 - a. Early retirement is a plan whereby employees receive a predetermined payment if they choose to retire early. For purposes of this agreement, employee is defined as a professional certificated staff member who is eligible for participation in the North Dakota Teachers’ Fund for Retirement.
 - b. Early retirement is designed to be beneficial to both the employee and the School Board. The plan provides a positive method for dealing with declining enrollments and the resulting need to reduce staff.
 - c. Early retirement is fully voluntary, and no employee shall be required or coerced in any manner to retire early under the provisions of this policy. Likewise, the Board shall be under no obligation to grant a request for early retirement. Both the request and the approval shall be fully voluntary to insure that the early retirement is beneficial to both parties as stated in (b).
 - d. Employees who elect to avail themselves of this policy are personally responsible for determining what effect early retirement will have on their coverage under the Teacher's Fund for Retirement, Social Security and any other programs for which they may be eligible for benefits.
 - e. A properly completed application and subsequent approval by the School Board of an employee’s early retirement request shall constitute a legally binding resignation and a waiver of the person's continuing contract and non-renewal rights.
 - f. All allowable benefits provided by the School district to employees (taking early retirement) are discontinued on the anniversary date of the benefits program of the retirement year.
2. Requirements:
 - a. Employees eligibility is restricted to those that elected to participate during the Schedule R – Early Retirement Election of 2010. All employees participating in that election that opted out at the time are not eligible for any benefits under this Article. All employees hired after June 1st, 2010 are not eligible for any benefits under this Article. [2010 – Redlin, Schmidt, Hack, Hoffman, Mertz, Durham, Wertz]
 - b. Employees who have reached the rule of 85 as defined by ND-TFFR may elect to retire early under the provisions of this policy. The applicant's rule of 85 level of eligibility as of June 30 in the calendar year of retirement will be used in determining the level of payment and amount due.
 - c. Employees who have reached the rule of 85 must also have completed ten consecutive years of full-time employment or the equivalent years of part-time experience immediately prior to retirement in this School District to be eligible for early retirement.
3. Early Retirement Payment:
 - a. The early retirement payment shall be made in two (2) equal installments through a deferred benefits plan. One-half (1/2) of the payment is to be made by July 15th of the retirement year, and one-half (1/2) of the payment is to be made by July 15th of the following year.
 - b. The early retirement payment provided for in this policy is based on a proportion of the staff member’s 3 year average calculated TFFR annual salary at the time application is made. (Years 1-2 obtained from TFFR and year 3 calculated by Business Manager)
 - c. The amount of early retirement payments shall be calculated using this schedule:

Year Applying	Base Contribution	Service Add On	Cap/Limit
First Year Eligible	50.0 %	1.5 % per YID *	90.0 %
Year Eligible + 1	47.5 %	1.5 % per YID	87.5 %
Year Eligible + 2	45.0 %	1.5 % per YID	85.0 %
Year Eligible + 3	42.5 %	1.5 % per YID	82.5 %
Year Eligible + 4	40.0 %	1.5 % per YID	80.0 %
Year Eligible + 5	37.5 %	1.5 % per YID	77.5 %
Year Eligible + 6	35.0 %	1.5 % per YID	75.0 %
Year Eligible + 7	32.5 %	1.5 % per YID	72.5 %
Year Eligible + 8	30.0 %	1.5 % per YID	70.0 %
Year Eligible + 9 And beyond	27.5 %	1.5 % per YID	67.5 %

* - YID = Full Years of service to the District. Partial years of service may be added together to determine equivalent full years. Results of this formula will be computed to the nearest tenth. (ex. Yr 1 3/7 (.42) + Yr 2 4/7 (.57) + Yr 3 4/7 (.57) = 1.56 or 1.6 YIDs.

- d. Any official School Board action regarding early retirement requests shall specify the following:
 - i. Acceptance of the employee's resignation, the effective date of early retirement, and the total dollar amount of early retirement payment which will be paid by the School Board, or
 - ii. Rejection of the employee's request. In the event an employee applies for retirement and his or her application is denied by the School Board, no reduction in payment will be imposed if the employee reapplies for early retirement the following school year.

4. Application Procedures:

- a. Employees choosing to avail themselves of the District's early retirement policy may make application at any time during a given school year, but the application form must be received in the District Administrator's Office no later than January 15 of the calendar year in which the person plans to retire. The School Board will make a determination on early retirement requests no later than April 25 of the same year.
- b. 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 retirement, including but not limited to the amount of payment, the payment dates, and a waiver of all continuing contract and non-renewal rights.
[Kinzler, Mertz, Rekow, Hack, Redlin, Schmidt & Wedell – March 2005]

Article XIV
Schedule B Supplemental Compensation

1. Extended Season Compensation:

- a. Pay \$125 per week for an extended season. This is paid to all head and assistant coaches when their seasons are extended by advancing in post-season play.
 - i. Football
 - 1. one week paid for each playoff game
 - ii. Volleyball and Basketball
 - 1. one week paid for qualifying for regional tournament
 - 2. one week paid for qualifying for regional semi-finals
 - 3. one week paid for qualifying for state tournament
 - iii. Wrestling, Track, and Golf
 - 1. one week paid for qualifying for state tournament
- b. Pay \$125 to athletic administrator when a team advances to a bracketed team state tournament.
 - i. Football
 - 1. when advancing to quarter-final round and beyond

- 2. one payment only regardless of finish
- ii. State Volleyball
- iii. State Basketball
- iv. State Dual Team Wrestling

- 2. Athletic Coaches Education Program [Mertz, Durham, Wertz, Hack, Hoffman, Redlin, Schmidt – 2012]
 - a. Purpose: While all coaches are considered to be qualified for the job when they are employed, it is recognized that continuing education is necessary in order for a coach to remain qualified as we believe athletics are an extension of the classroom. Progress and change are commonplace in society, and athletes need coaches who are "knowledgeable" and "up-to-date". See Ellendale School Board policy (AEHS).
 - b. Athletic coaches within these specific duties are eligible for supplemental compensation as outlined in this subsection.
 - i. Lane II - Elementary Sports
 - ii. Lane III - Golf, Jr. H. Track, Jr. H. BBB, Jr. H. GBB, Jr. H. FB, Jr. H. Volleyball
 - iii. Lane IV - Cheer, Asst. BBB, Asst. GBB, Asst. FB, Asst. Wrest., Asst. VB, Asst. Track
 - iv. Lane V - Head BBB, Head GBB, Head FB, Head Wrest., Head VB, Head Track
 - c. Tier Changes: In order for an athletic coach to make a tier change on the Schedule B Salary Schedule, he/she must earn graduate/undergraduate credits or CEU equivalency in the following: NFHS courses, ND Coaches Assoc. courses, or other courses/conferences approved in advance by the Superintendent.
 - i. Tier I – 3 credits
 - ii. Tier II – 4 credits
 - iii. Tier III – 4 credits
 - d. Initial Certification: Coaches will receive one direct payment equaling the actual tuition costs for Tier I courses, upon the completion of the Tier I requirements. Multiple sport/activity coaches will be paid the actual tuition costs, per NFHS sport specific course completed, to obtain Tier I status within each additional sport.
 - e. Tier Compensation: Coaches will receive the following compensation bonus in addition to the base Schedule B salary when Tier advancements are earned before the start of each season.
 - i. Tier I - \$100
 - ii. Tier II - \$100
 - iii. Tier III - \$100

Salary A Schedule

Step	BS	BS + 8	BS + 16	BS + 24	BS + 32	BS + 40	BS + 48	BS + 56	MS	MS + 8	MS + 16	MS + 24
0	37,500	37,900	38,300	38,700	39,100	39,500	39,900	40,300	41,800	42,200	42,600	43,000
1	37,900	38,300	38,700	39,100	39,500	39,900	40,300	40,700	42,200	42,600	43,000	43,400
2	38,300	38,700	39,100	39,500	39,900	40,300	40,700	41,100	42,600	43,000	43,400	43,800
3	38,700	39,100	39,500	39,900	40,300	40,700	41,100	41,500	43,000	43,400	43,800	44,200
4	39,100	39,500	39,900	40,300	40,700	41,100	41,500	41,900	43,400	43,800	44,200	44,600
5	39,500	39,900	40,300	40,700	41,100	41,500	41,900	42,300	43,800	44,200	44,600	45,000
6	39,900	40,300	40,700	41,100	41,500	41,900	42,300	42,700	44,200	44,600	45,000	45,400
7	40,300	40,700	41,100	41,500	41,900	42,300	42,700	43,100	44,600	45,000	45,400	45,800
8	40,700	41,100	41,500	41,900	42,300	42,700	43,100	43,500	45,000	45,400	45,800	46,200
9	41,100	41,500	41,900	42,300	42,700	43,100	43,500	43,900	45,400	45,800	46,200	46,600
10	41,500	41,900	42,300	42,700	43,100	43,500	43,900	44,300	45,800	46,200	46,600	47,000
11	41,900	42,300	42,700	43,100	43,500	43,900	44,300	44,700	46,200	46,600	47,000	47,400
12	42,300	42,700	43,100	43,500	43,900	44,300	44,700	45,100	46,600	47,000	47,400	47,800
13	42,700	43,100	43,500	43,900	44,300	44,700	45,100	45,500	47,000	47,400	47,800	48,200
14	43,100	43,500	43,900	44,300	44,700	45,100	45,500	45,900	47,400	47,800	48,200	48,600
15	43,500	43,900	44,300	44,700	45,100	45,500	45,900	46,300	47,800	48,200	48,600	49,000
16	43,900	44,300	44,700	45,100	45,500	45,900	46,300	46,700	48,200	48,600	49,000	49,400
17		44,700	45,100	45,500	45,900	46,300	46,700	47,100	48,600	49,000	49,400	49,800
18		45,100	45,500	45,900	46,300	46,700	47,100	47,500	49,000	49,400	49,800	50,200
19		45,500	45,900	46,300	46,700	47,100	47,500	47,900	49,400	49,800	50,200	50,600
20		45,900	46,300	46,700	47,100	47,500	47,900	48,300	49,800	50,200	50,600	51,000
21		46,300	46,700	47,100	47,500	47,900	48,300	48,700	50,200	50,600	51,000	51,400
22			47,100	47,500	47,900	48,300	48,700	49,100	50,600	51,000	51,400	51,800
23			47,500	47,900	48,300	48,700	49,100	49,500	51,000	51,400	51,800	52,200
24			47,900	48,300	48,700	49,100	49,500	49,900	51,400	51,800	52,200	52,600
25				48,700	49,100	49,500	49,900	50,300	51,800	52,200	52,600	53,000
26				49,100	49,500	49,900	50,300	50,700	52,200	52,600	53,000	53,400
27				49,500	49,900	50,300	50,700	51,100	52,600	53,000	53,400	53,800
28				49,900	50,300	50,700	51,100	51,500	53,000	53,400	53,800	54,200
29					50,700	51,100	51,500	51,900	53,400	53,800	54,200	54,600
30					51,100	51,500	51,900	52,300	53,800	54,200	54,600	55,000
31					51,500	51,900	52,300	52,700	54,200	54,600	55,000	55,400
32					51,900	52,300	52,700	53,100	54,600	55,000	55,400	55,800
33					52,300	52,700	53,100	53,500	55,000	55,400	55,800	56,200
34					52,700	53,100	53,500	53,900	55,400	55,800	56,200	56,600
35						53,500	53,900	54,300	55,800	56,200	56,600	57,000
36						53,900	54,300	54,700	56,200	56,600	57,000	57,400
37						54,300	54,700	55,100	56,600	57,000	57,400	57,800
38						54,700	55,100	55,500	57,000	57,400	57,800	58,200
39						55,100	55,500	55,900	57,400	57,800	58,200	58,600
40						55,500	55,900	56,300	57,800	58,200	58,600	59,000
41						55,900	56,300	56,700	58,200	58,600	59,000	59,400
42						56,300	56,700	57,100	58,600	59,000	59,400	59,800

Salary R Schedule

Step	BS	BS + 8	BS + 16	BS + 24	BS + 32	BS + 40	BS + 48	BS + 56	MS	MS + 8	MS + 16	MS + 24
0	35,714	36,114	36,514	36,914	37,314	37,714	38,114	38,514	40,014	40,414	40,814	41,214
25				46,914	47,314	47,714	48,114	48,514	50,014	50,414	50,814	51,214
26				47,314	47,714	48,114	48,514	48,914	50,414	50,814	51,214	51,614
27				47,714	48,114	48,514	48,914	49,314	50,814	51,214	51,614	52,014
28				48,114	48,514	48,914	49,314	49,714	51,214	51,614	52,014	52,414
29					48,914	49,314	49,714	50,114	51,614	52,014	52,414	52,814
30					49,314	49,714	50,114	50,514	52,014	52,414	52,814	53,214
31					49,714	50,114	50,514	50,914	52,414	52,814	53,214	53,614
32					50,114	50,514	50,914	51,314	52,814	53,214	53,614	54,014
33					50,514	50,914	51,314	51,714	53,214	53,614	54,014	54,414
34					50,914	51,314	51,714	52,114	53,614	54,014	54,414	54,814
35						51,714	52,114	52,514	54,014	54,414	54,814	55,214
36						52,114	52,514	52,914	54,414	54,814	55,214	55,614
37						52,514	52,914	53,314	54,814	55,214	55,614	56,014
38						52,914	53,314	53,714	55,214	55,614	56,014	56,414
39						53,314	53,714	54,114	55,614	56,014	56,414	56,814
40						53,714	54,114	54,514	56,014	56,414	56,814	57,214
41						54,114	54,514	54,914	56,414	56,814	57,214	57,614
42						54,514	54,914	55,314	56,814	57,214	57,614	58,014

Salary B Schedule

1. Approved Clubs, Paper, Technology Integration Asst.
2. Plays, Jr. Class Adv., Elementary Sports, Science Fair Team, Yearbook, CTSO Advisor
3. Golf, Jr. H. Track, Jr. H. BBB, Jr. H. GBB, Jr. H. FB, Jr. H. Volleyball, Speech, Show Team
4. Cheerleading, Asst. BBB, Asst. GBB, Asst. FB, Asst. Wrest., Asst. VB, Asst. Track
5. Instr./Voal Music, Head BBB, Head GBB, Head FB, Head Wrest., Head VB, Head Track, Act. Director, Conc. Manager

Base Salary	\$ 37,500.00				
Experience	Lane 1	Lane 2	Lane 3	Lane 4	Lane 5
% Multiplied	2.30%	4.30%	6.10%	8.00%	11.00%
0	863	1,613	2,288	3,000	4,125
1	872	1,630	2,312	3,032	4,169
2	881	1,647	2,336	3,064	4,213
3	890	1,664	2,361	3,096	4,257
4	899	1,681	2,385	3,128	4,301
5	909	1,699	2,410	3,160	4,345
6	918	1,716	2,434	3,192	4,389
7	927	1,733	2,458	3,224	4,433
8	936	1,750	2,483	3,256	4,477
9	945	1,767	2,507	3,288	4,521
10	955	1,785	2,532	3,320	4,565
11	964	1,802	2,556	3,352	4,609
12	973	1,819	2,580	3,384	4,653
13	982	1,836	2,605	3,416	4,697
14	991	1,853	2,629	3,448	4,741
15	1,001	1,871	2,654	3,480	4,785
16	1,010	1,888	2,678	3,512	4,829
17	1,019	1,905	2,702	3,544	4,873
18	1,028	1,922	2,727	3,576	4,917
19	1,037	1,939	2,751	3,608	4,961
20	1,047	1,957	2,776	3,640	5,005
21	1,056	1,974	2,800	3,672	5,049
22	1,065	1,991	2,824	3,704	5,093
23	1,074	2,008	2,849	3,736	5,137
24	1,083	2,025	2,873	3,768	5,181
25	1,093	2,043	2,898	3,800	5,225
26	1,102	2,060	2,922	3,832	5,269
27	1,111	2,077	2,946	3,864	5,313
28	1,120	2,094	2,971	3,896	5,357
29	1,129	2,111	2,995	3,928	5,401
30	1,139	2,129	3,020	3,960	5,445
31	1,148	2,146	3,044	3,992	5,489
32	1,157	2,163	3,068	4,024	5,533