

NEGOTIATED AGREEMENT 2015-2016

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NEGOTIATED AGREEMENT 2015-2016
SCHOOL BOARD OF FLASHER PUBLIC SCHOOL DISTRICT #39
AND
FLASHER EDUCATION ASSOCIATION #221
Flasher, North Dakota 58535

- I. The Association recognizes that the Board has the responsibility and authority to manage and direct in behalf of the public all the operations and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this agreement.
- II. The educational requirements issued by the Education and Practice Board (ESPB) are the responsibility of the teacher. A teacher's contract is only valid if they maintain a current North Dakota teacher's license
- III. It is the intent of the Association and Board that only those items needing to be negotiated in this agreement shall be discussed each time negotiations are held in order for items to be contained in the following year's agreement.
- IV. Classes or study hall above 6 periods daily, with a maximum of 6 classes or 5 classes & 1 study hall, will be compensated for at a rate of 11% of the base salary for a full period class which would be taught for the entire year except as otherwise mutually agreed. Arrangements for this will be subject to Board and Administrative approval.
- V. The Board has the right to negotiate separately with teachers or teacher for the extended contracts.
- VI. Teachers hired into the system are to be hired subject to the terms established by the proposal including the salary scheduling at a figure no higher than that suggested by the schedule. In the event of emergency, a higher salary may be paid but such is not to be extended beyond the third year hire period. The Board will be the final authority as to the area or the amount paid for the signing bonus 15.1-09-33.1 Century School Code.
- VII. SALARY FRINGE BENEFITS AND RELATED ITEMS
 - A. **Medical provisions**
 1. \$7,101.60 (seven thousand one hundred one dollars and sixty cents) or the cost of a single policy for 2015-2016 is to be paid annually by the district for health insurance, a tax sheltered annuity, or a combination of both, or other benefits mutually agreed upon that qualify for a cafeteria plan under the federal tax code. A proper cafeteria (or like) plan will be effected so that these monies can be used as benefits free from taxation under the federal income tax code. Any usage of the Section 125 cafeteria plan must conform to generally accepted accounting principles and be in compliance with all laws and regulations pertaining to such plans. The \$7,101.60 benefit will be provided for each full time (nine month) employee. Those employed on a less than full time basis will receive a proportionate share. The School Board of Flasher Public School District #39 reserves the authority to choose the health care plan. This plan shall need to provide equal or better benefits as

compared to the current plan. The School Board shall seek input from the FEA but final determination regarding the choice of plan shall be made by the School Board. Each teacher shall choose his or her own employee benefit and shall notify the business manager of the school district, indicating his or her choice of employee benefit, at the beginning of each school year.

B. Sick Leave

1. 15 days the first year, 10 days each year thereafter, accumulative to 70 days.
2. All sick days may be used as family medical if necessary.
3. Sick days not used will be reimbursed as follows:
 - a. If a teacher accumulates over 40 sick days, he or she may sell up to 10 days back at the end of the school year with never less than 40 days retained for a teacher remaining in the system.
 - b. If a teacher has been in the system at least ten years, and is leaving the system at the end of the school year, he or she may sell back all of the accumulated sick days.
 - c. The rate of reimbursement for these sick days is \$20.00 per day.
 - d. A teacher will forfeit any reimbursement for unused sick leave if said teacher has signed a contract for the ensuing school term and subsequently breaks said contract or is granted a release from the ensuing year contract.
 - e. Use of sick leave for storm days will be at discretion of superintendent.
4. Maternity Leave. Six weeks of sick leave will be allowed to be used for maternity leave. More time will be allowed under doctor's orders. In the event that the accumulated sick is less than 30 days, any days used beyond those accumulated will be unpaid. Additional leave time may be taken without pay at the discretion of the Administration.
5. Adoption Leave. Two weeks of sick leave may be used following the adoption of a child. In the event that the accumulated sick leave is less than 10 days, any days used beyond those accumulated will be unpaid. Only one leave option may be taken per child. Additional leave time may be taken without pay at the discretion of the Administration.
6. Paternity Leave. One week of sick leave may be used for paternity leave. In the event that the accumulated sick leave is less than 5 days, any days used beyond those accumulated will be unpaid. Only one leave option may be taken per child. Additional leave time may be taken without pay at the discretion of the Administration.

C. Medical Appointments

1. Medical appointments to be handled so as to lose as little teaching time as possible. Sick leave will be utilized on period time for elementary & secondary teachers.
2. Whenever a teacher is to be absent for a medical appointment he/she is to notify the principal of such absence at least a day in advance and advise him/her of the absence.

3. Teachers misusing medical appointment privileges can have pay deducted. The matter is to be discussed with the teacher before this takes place.

D. Personal and Other Leave

1. Three days of personal leave are allotted per teacher per school year. Additional one personal day per year for certified staff teaching 20 or more years. Teacher shall receive prevailing substitute pay for day or days not taken within the school year or accumulate to a maximum of six days, no more than three days to be used in a row, unless approved by the superintendent or designate.
 - a. Such days of personal leave are to be approved by the superintendent or designate. Once approved, this day or days of personal leave is at the teacher's option without explanation.
 - b. Days not to be taken during last 2 weeks of school unless approved by the superintendent or designate.
 - c. No more than two teachers shall use personal leave at one time.
 - d. No personal leave will be permitted the day prior or the day after a holiday, unless a sub is available.
2. It will be at the discretion of the Board to determine if additional leave is taken for an extended period of time or indiscriminately, the Board reserves the right to make full deduction to the actual amount of the teacher's salary.
3. Sick leave or personal leave beyond the limits authorized by this agreement will require qualified substitute to be hired. All substitute teachers will be paid by the District. Such substitute will be paid not to exceed the prevailing substitute's rate which amount is to be deducted from the teacher's salary.
4. Up to 3 days may be used for other family disasters upon permission of superintendent or appropriate principal, subject to Board review. This includes all certificated employees.

E. Funeral Leave

Funeral leave will be granted the teacher with the permission of the superintendent or appropriate principal, subject to Board review. Funeral leave of 3 consecutive days can be used for death of relatives. Additional days may be granted by the superintendent if extenuating circumstances exist.

F. Political Leave

1. Political leave shall be limited to hearing involving legislation on education.
2. Political leave shall be limited to 2 half days each to the president and political contact person of the Flasher Education Association, one person at a time.
3. Teacher or teachers may testify when asked to do so by the Board on items of common interest. In this case all expenses will be paid for by the board at state rate. Not to include

bills in which there would be a definite difference in advantages to the teachers and Board. This would be above the days indicated in #2 above.

G. Professional Leave

1. If attendance is a time which requires the instructor to be absent during the school day, the substitute instructor is to be paid by the District with no deduction to be made from the regular instructor's salary.
2. Mileage to be paid at state rate or school vehicle provided. Other per diem expenses paid as per voucher, but not to exceed state rate for meals. Expenses are to be cleared prior to their being incurred.
3. Instructors will be responsible for any registration fee or other charges involved unless other arrangements are provided. Similar allowances for transportation and overnight lodging will be permitted when instructors must attend students' extracurricular events at which their expenses are not otherwise paid. The Board will be the final authority in granting such approval for payments. Arrangements for such events are to be made sufficiently ahead of time to allow for Board discussion. The instructor will have the privilege of declining attendance at such meetings for which compensation is not given.

H. Substitute Teacher Policy

When it is necessary for a teacher to be absent from school, the following will apply:

1. The teacher should find his/her own substitute from the list maintained by the office (or from in-house peers) for any scheduled absence such as medical appointments, personal leave, or professional leave. Preliminary approval of the leave should be obtained first from the Principal and/or Superintendent in the Principal's absence, by filling out a leave request form. The leave dates and substitute will be reported on the leave form and the teacher will add the substitute to the master calendar.
2. For emergency leave or sick leave taken the same day as the Principal is notified, either the Principal or the designate will find the substitute and write up a leave form for the absent staff member.
3. For school-related activity absences, the Principal will arrange substitutes from submitted prior requests.

I. Extracurricular Pay

1. Pay for such as play direction, paper staff, or other allowed in the salary agreement to be paid as follows:
 - a. Payment for any activity less than four months in duration to be paid following completion of the activity, inventory, and a satisfactory report submitted to the superintendent's office relating to said activity.

- b. Programs any longer than four months shall be paid for 1/2 at the middle of the duration of the program and 1/2 after completion of terms established above.
- c. It shall be the teacher's responsibility to remind the business manager for payment.
- d. Similar allowances for transportation and overnight lodging will be permitted when instructors must attend students' extracurricular events at which their expenses are not otherwise paid. The Board will be the final authority in granting such approval for payments. Arrangements for such events are to be made sufficiently ahead of time to allow for Board discussion. The instructor will have the privilege of declining attendance at such meetings for which compensation is not given.

J. Continuing Education

All graduate hours must be earned in the teaching field in which the teacher is employed by the Flasher Public School. Prior approval by the Board must be obtained for payment of graduate Semester Hours in a questionable area of employment. All salary adjustments will be made bi-annually at the start of each semester.

\$110.00 shall be paid for each credit earned for each 5 year period beginning at the teacher's beginning date of employment within the Flasher Public School District. Limit of 5 years, 5 credits. **If a course is paid for by Flasher School District with Title funds then the instructor may not be reimbursed beyond the recording fee. Teachers will be limited to 3 credits during their first year of employment in the Flasher School system.** For teachers presently teaching in the system this will be effective May 1, 1984. For credits earned late in the school year, assurance must be given the board that the teacher will be returning the following year before payment will be made. In the event a need would arise for current staff to further their education, a contract would be drawn up to outline terms to fill the opening.

K. Grievance Procedures

1. Grievance Definition: A "grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher and the school board as to the interpretation or application of terms and conditions of this Negotiated Agreement.
2. Representation of the Grievance. Any teacher or his representative will express his grievance in the following manner:
 - a. A teacher or his representative shall first present the grievance(s) in writing and orally discuss his grievance with his Principal or immediate supervisor.
 - b. If the grievance has not been resolved, the teacher and his representative shall discuss the written grievance orally with the Superintendent of Schools. The Superintendent is then directed to meet with the grievant and orally discuss the written grievance

- c. If the grievant is not satisfied with the results of the oral discussion, he may submit his grievance to the Superintendent in writing no later than five working days after verbal discussion. The Superintendent shall, within five working days of receiving the written grievance, make a decision and return it to the grievant.
 - d. If settlement of the grievance has not been established in steps a, b, or c, the grievant may extend his grievance to the Board of Education in writing. Upon receipt of the grievance, the Board shall consider the grievance and issue a decision at the next regularly scheduled meeting of the Board.
3. No retaliation shall be taken against anyone because of the exercise of this right.

L. Reimbursement for working at School Events:

All teachers and aides will be reimbursed twenty dollars (\$20.00) for working two (2) game athletic events, football games, music concerts, the drama club play, and class plays. Twenty five dollars (\$25.00) will be paid for a three (3) game event. If other events are held, the administration shall be the judge as to the need for reimbursed workers. No reimbursement shall be made for events that are held within the time scope of the normal school day.

Reimbursement is based on the time spent selling tickets or chaperoning events. Ticket takers are expected to remain on duty from one (1) hour prior to the scheduled starting time of the event until money has been accounted for and verified. The administrator in charge will indicate when the workers' responsibilities have ended. Chaperones at events will be on duty thirty (30) minutes prior to the start of the event and may leave after the audience or crowd has vacated the building or area. Those who are coaching or directing an activity related to the event are not included in the reimbursement.

M. CPR Requirement

All teachers in the Flasher Public School System will be certified or recertified in CPR prior to the start of each school year. The CPR class will be scheduled at Flasher Public School prior to the beginning of school each year. Teachers will be notified of the class date at least 30 days prior to the date of the class. The cost of the class will be paid by the school district. Teachers hired after the beginning of the school year shall be certified the following year.

N. Other Compensations

Payment of bi-monthly salary will be the 1st and the 15th of the month except in any month when the 1st or the 15th of the month falls during a weekend or vacation. Payment of monthly salary will be on the 15th of the month. In this event, salary payment would be the last school day prior to the 1st or prior to the 15th of the

month. Credentialed staff shall have the option between monthly and bi-monthly payment.

The school district will pay 3% of the teacher's 11.75% assessment for Teachers' Fund For Retirement.

If a substitute teacher is not available, a certified teacher (elementary or secondary) can teach the class and shall be compensated at the rate of 1/7 times that of the substitute pay per class period taught or by banking the time (calculated to the nearest quarter hour) and added to the teacher's sick leave or personal leave.

O. Release From Contract

After the board has received a signed contract, a teacher may request in writing that he or she be released from the contract obligations. Request may be granted or denied at the sole discretion of the board.

P. Membership Wellness Center

All certified staff shall receive, at their option, a single membership for the wellness center. Each staff person will be responsible to pay the deposit for the wellness center key. If family membership is desired, the staff member is responsible for the balance.

Q. Professional Membership

The board will pay up to \$50.00 **PER TEACHER** per year for **PROFESSIONAL** subject related membership fees for all certified staff (i.e. CTE, Math, Reading, Science, Music, Technology, and Coaching)

CO-CURRICULAR PAY SCALE 2015-2016

The following listed activities and advisorships will be paid the percentages listed beside them, times the base of \$33,000.00.

Athletic Director	13.00%	\$4,290.00	
Head Volleyball	13.00%	\$4,290.00	
Head Boys Basketball	13.00%	\$4,290.00	
Head Boys Football	13.00%	\$4,290.00	
Head Girls Basketball	13.00%	\$4,290.00	
Head Track	13.00%	\$4,290.00	
Head Golf	13.00%	\$4,290.00	
FCCLA	13.00%	\$4,290.00	
Asst. Boys Basketball	7.56%	\$2,495.00	
Asst. Girls Basketball	7.56%	\$2,495.00	
Asst. Boys Football	7.56%	\$2,495.00	2 positions
Asst. Track	7.56%	\$2,495.00	2 positions
Asst. Volleyball	7.56%	\$2,495.00	
Asst. Golf	7.56%	\$2,495.00	

Boys "C" Basketball	7.56%	\$2,495.00
Girls "C" Basketball	7.56%	\$2,495.00
Girls "C" Volleyball	7.56%	\$2,495.00
Asst. FCCLA	7.56%	\$2,495.00
Music Director	7.25%	\$2,393.00
JH Volleyball	6.00%	\$1,980.00
JH Boys Basketball	6.00%	\$1,980.00
JH Girls Basketball	6.00%	\$1,980.00
5 th & 6 th Girls Basketball	5.00%	\$1,650.00
5 th & 6 th Boys Basketball	5.00%	\$1,650.00
5 th & 6 th Volleyball	5.00%	\$1,650.00
Intramurals Director**	4.16%	\$1,373.00
Annual Staff	3.88%	\$1,280.00
Spirit Club Advisor	2.25%	\$ 743.00
3 Act Plays	3.59%	\$1,185.00
Drama Coach	3.59%	\$1,185.00
Speech Coach	3.59%	\$1,149.00
Science Club	2.19%	\$ 723.00
Junior Class Advisor	1.85%	\$ 611.00
Senior Class Advisor	1.85%	\$ 611.00
Chess Advisor	1.40%	\$ 462.00
Elementary Music Director	1.40%	\$ 462.00

If coaches', directors', or advisors' services are required for an extended season, reimbursement will be set at 1/11 of the coaches' salary for each additional week of the extended season. (i.e.: Coaches & Cheerleading advisors if team advances to regional or state competition; Director if one-act play advances to state.)

If a "C" schedule is played, the "C" salary is to be split between the varsity & junior varsity coaches.

If only two coaches are employed and a "C" and JH schedule are played, the "C" and JH salaries will be split between the varsity and junior varsity coaches.

\$40.00 will be added yearly for experience within the system from June 30, 2005 hence.

\$20.00 will be added yearly for experience within the system from June 30, 1984 hence.

\$40.00 will be added yearly within the system from May 1, 1979 through June 30, 1984.

**2015-2016 Salary Schedule
Flasher Public School District #39**

Base - \$33,000.00 Vertical Increment - \$345.00

(\$350.00) (\$800.00) (\$1,350.00) (\$2,300.00) (\$2,850.00)

	<u>BA or BS</u>	<u>+8 sem.hrs.</u>	<u>+16 sem.hrs.</u>	<u>+24 sem.hrs.</u>	<u>Masters</u>	<u>Masters +8 sh</u>
0	\$33,000.00	\$33,350.00	\$33,800.00	\$34,350.00	\$35,300.00	\$35,850.00
1	\$33,345.00	\$33,695.00	\$34,145.00	\$34,695.00	\$35,645.00	\$36,195.00
2	\$33,690.00	\$34,040.00	\$34,490.00	\$35,040.00	\$35,990.00	\$36,540.00
3	\$34,035.00	\$34,385.00	\$34,835.00	\$35,385.00	\$36,335.00	\$36,885.00
4	\$34,380.00	\$34,730.00	\$35,180.00	\$35,730.00	\$36,680.00	\$37,230.00
5	\$34,725.00	\$35,075.00	\$35,525.00	\$36,075.00	\$37,025.00	\$37,575.00
6	\$35,070.00	\$35,420.00	\$35,870.00	\$36,420.00	\$37,370.00	\$37,920.00
7	\$35,415.00	\$35,765.00	\$36,215.00	\$36,765.00	\$37,715.00	\$38,265.00
8	\$35,760.00	\$36,110.00	\$36,560.00	\$37,110.00	\$38,060.00	\$38,610.00
9	\$36,105.00	\$36,455.00	\$36,905.00	\$37,455.00	\$38,405.00	\$38,955.00
10		\$36,800.00	\$37,250.00	\$37,800.00	\$38,750.00	\$39,300.00
11		\$37,145.00	\$37,595.00	\$38,145.00	\$39,095.00	\$39,645.00
12			\$37,940.00	\$38,490.00	\$39,440.00	\$39,990.00
13			\$38,285.00	\$38,835.00	\$39,785.00	\$40,335.00
14			\$38,630.00	\$39,180.00	\$40,130.00	\$40,680.00
15				\$39,525.00	\$40,475.00	\$41,025.00
16				\$39,870.00	\$40,820.00	\$41,370.00
17				\$40,215.00	\$41,165.00	\$41,715.00
18					\$41,510.00	\$42,060.00
19					\$41,855.00	\$42,405.00
20					\$42,200.00	\$42,750.00
21						\$43,095.00

- I. One vertical step increases per year maximum.
- II. No limit on horizontal step increases per year as long as hour requirements have been met as stipulated in the Negotiated Agreement.
- III. If any provision of this Agreement or any application thereof to any teacher is finally held to be contrary to law, then such provision or application shall be deemed invalid to the extent required by such decision, but all other provisions or applications shall continue in full force and effect. If such provisions exist which are so held, at the request of either party, negotiations shall immediately commence in order to alter said section(s) providing the benefit(s) according to the intent of the parties.
- IV. This Agreement shall be effective on August 1, 2015, and shall automatically be renewed and will continue in force for additional periods of one year unless either part gives notice to the other party, not later than the February board meeting of the contract year, of its desire to reopen certain provisions of this Agreement and/or addition to this Agreement, and to negotiate over terms of these provisions. If such notification occurs the agreement shall be re-negotiated. Changes may be made by mutual consent. In the event a successor Agreement is not agreed upon before the anniversary date of this Agreement, all provisions of this Agreement shall remain in full force and effect until an Agreement is attained. All salaries, benefits, and working conditions agreed upon in the successor agreement will be retroactive to the anniversary date of this Agreement.

- V. Certified teachers presently under contract in the Flasher Public School System will not be issued contracts until negotiations are complete as required by state law.
- VI. Certified teachers who are at the bottom of columns 4, 5, & 6 will receive a career increment of 50% of the vertical increment based on a full time contract.
- VII. Provided that the teacher's experience is within the system, the Board will allow a maximum experience credit as indicated on the salary agreement. Teachers with current experience outside the system will receive credit for a maximum of 4 years of outside experience. Teachers with four or more years with outside experience will be placed on level 4 for the first year and will advance three years for every year following until they reach their actual experience level or the bottom of their designated lane.

This agreement is signed this 15th day of June, 2015.

In witness thereof:

Gayla Heinle, Pres., FEA
Gayla Heinle, Pres., FEA

Janice Schick
Janice Schick, Pres. Flasher PSD #39

Jerlyn Gabrielson
Jerlyn Gabrielson, Head Neg., FEA

Joyce M. Miller
Joyce M. Miller, Bus Mgr, Flasher PSD #39