

**NEGOTIATED AGREEMENT
2016-2017**

SECTION ONE

- A.** This Negotiated Agreement is entered into between the Hettinger School Board, District 13, hereinafter referred to as the Board, and as personnel licensed by the Education Standards and Practices Board and employed primarily as a classroom teacher, including counselor and librarian, except administrators, employed, or to be employed, full time or part-time as described in the submitted Negotiating Unit Petition by Chapter 155 of the North Dakota Education Association, hereinafter referred to as Teachers. This agreement includes 183 workdays: 175 student contact, 1 in-service, 2 professional development days, 2 parent-teacher conference and 3 paid holidays. This Negotiated Agreement was agreed on the 14th of April 2016 and accepted on the 20th of April 2016.
- B.** This Negotiated Agreement shall be automatically renewed and will continue in force for additional periods of one year unless either party gives notice in the form of a petition to the other party on or before the regular February Hettinger School Board meeting, of its desire to reopen certain provisions of this agreement and/or make additions of this agreement; and to negotiate over terms of these provisions. The first meeting of the two parties will be held on or before the last day of March.
- C.** If any provision of the 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. The Board and the Association agree that the terms and conditions set forth in the 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 the form of an amendment, written and attached and made a part of the Agreement. All terms and conditions of employment not covered by this agreement shall continue to be subject to Board's exclusive direction and control.
- D.** Once a contract is signed, it is assumed that a teacher will not request a release during the term of the contract. It is mutually acknowledged that termination of a contract by a teacher, prior to the completion of the contract terms, results in damages to the School District, which are impractical or extremely difficult to actually ascertain. In an effort to fix compensation which bears a reasonable relationship to probable damages and which is not disproportionate to reasonably anticipated damages and which is not disproportionate to reasonably anticipated damages, a teacher requesting a release from contract shall pay the following sum if Board approves the release

Release requested during period from:

30 days from contract return date \$500

31 days from contract return date to end of term \$1,000

The Board may, in its sole discretion and be reason of extenuating circumstances, waive part or all of such liquidated damages.

SECTION TWO
Wage and Fringe Benefit

MINIMUM SALARY

BS	BS+10	BS+20	BS+30	BS+40	MASTERS
\$35,000	\$36,000	\$37,000	\$38,000	\$39,000	\$40,000

- A. Each full-time teacher will receive \$1,100 annual increase to the compensation package, which will be included as part of a negotiated increase if negotiated above that amount. Teachers beginning the 6th, 11th, 16th and 21st year of service to the Hettinger School District will receive \$500 above the negotiated annual increase, then will assume \$1,100 annual increase in subsequent years. Beginning with the 25th year of service to the Hettinger School District and each year thereafter, the annual increase will be \$500 above the negotiated annual increase. A part-time teacher will receive a proportional amount.
- B. Teacher, that minimum salary surpasses, will be brought up to level of minimum salary.
- C. New hire teacher will receive minimum salary amount and if bringing in experience will placed an approximate salary of staff member and similar education and experience.
- D. The District shall pay all (100%) of the Teacher's assessment of the North Dakota Teachers Fund for Retirement according to Model 2 of the North Dakota Teachers Fund for Retirement Booklet. Beginning July 1, 2012 and again on July 1, 2014 there will be a 4% increase (2% Employer – 2% Employee) to the percentage paid into the ND Teachers Fund for Retirement. When negotiating Agreements for the 2012-2013 and 2014-2015 school years the District shall continue to pay (100%) of the teacher's assessment in lieu of the annual salary increase as provided in Section Two, Part A of the Negotiated Agreement.
- E. The Hettinger District will pay \$8,820 per full-time teacher in any employer sponsored group health or employee benefit plan.
- F. Teachers/Staff who work at extra-curricular activities will be paid at the rate of \$35.00 per High School Event and \$25.00 per Jr. High Event for ticket sellers/takers and supervisors. Bench personnel will be paid \$30.00 per High School Event and \$20.00 per Jr. High Event. These events are attended by the public. Teachers/Staff will work these events on a volunteer basis. If volunteers are not available, the principal(s) will assign such duty. The Activities Director will keep track of the workers for all events and at least once each semester submit a list to the Business Manager for payment on the next payroll.
- G. If it is impossible to obtain a substitute teacher, and a staff member agrees to fill in during his/her prep period, he/she will be compensated on a pro-rated basis of the substitute pay. This will be in place at elementary and secondary level
- H. The Board reserves the right to pay over the approximate comparable salary in critical areas.

- I. All graduate hours will be credited or advancement on the salary schedule. Undergraduate hours must be approved by the administration and the Board to be credited for advancement. All hours earned before September 1, 2016 for the school year of 2016-2017 will be credited to the teacher for the appropriate year.
- J. Paychecks will be available by 8:00 a.m. of the school day on the 10th and 25th of each month. If the payday falls on Sunday, payday will be Monday. If the payday falls on a holiday, payday will be the workday prior. Direct deposit will be available.
- K. Appendix A labeled as Service, Education, Salary summary will be attached to Negotiated Agreement which includes columns with Teacher Name, total Experience Years, Hettinger School District Experience Years, Education Level, Salary, and Salary plus Benefits.
- L. Set aside \$150 per contracted teacher in a professional development fund. The funds can be used toward a professional development conference, graduate credits, licensure or professional membership that has been approved by administration. The money may be used for registration fees and travel expenses. If there are no travel expenses and there is another course that meets the above criteria, the teacher may choose to use any remaining funds up to the allotted \$150 toward paying course expenses. This fund will not roll over from year to year.

SECTION THREE LEAVES

A. SICK LEAVE:

Each full-time teacher is entitled to 10 days of sick leaves per year without loss of pay. This leave may accumulate to a total of 80 days at the end of any school year, with an additional 10 days added at the start of the new contract period. At the option of the superintendent, a doctor's certificate must be filed with him/her stating the cause of the absence.

Four of the ten days each year may be utilized for illnesses of a parent, spouse, or child, with such time beyond the four days approved by the Superintendent.

Medical appointments will be considered as sick days.

Teachers shall be allowed monetary compensation for a maximum of 6 days for any sick leave that will be in excess of the aforementioned accumulation clause at the end of the contract period, at the rate of \$30.00 per day.

B. EMERGENCY LEAVE:

Each full-time teacher may be granted five days emergency leave per year, which shall not be considered as additional days of sick leave. Emergency leave is to be used in the event of a serious illness or death in the immediate family of the employee or employee's spouse. One day of existing emergency leave may be used for non-family funeral. Immediate family shall be interpreted to include spouse, child, parent, grandparent, sibling, brother, brother-or sister-in-law, son-or daughter-in-law, uncle, aunt, nephew, niece, or grandchild.

C. PERSONAL LEAVE:

Each teacher shall be granted three days per year, cumulative to not more than five, for personal business. The reason for the personal leave need not be disclosed. Use of personal leave shall be requested through the respective principal of each teacher at least five days in advance, and is dependent on the availability of a substitute teacher, which may include teachers on staff who are willing and able to fill in for the teacher on leave.

Unless waived by the Superintendent, personal leave shall not be granted for the following days:

1. The first five (5) days of the school term.
2. The last five (5) days of the school term.
3. A workday immediately preceding or following a vacation or holiday.

Teachers shall be allowed monetary compensation for any personal leave that will be in excess of the aforementioned accumulation clause at the end of the contract period, at the existing substitute teacher rate.

D. PROFESSIONAL LEAVE:

Each full-time teacher may be granted one professional leave day with pay to further develop professional growth, in addition to any days required by administration. The use of this leave day shall be at the discretion of the requesting teacher with final approval by the Superintendent. Additional days may be taken providing advance approval has been received from the administration.

E. PREGNANCY DISABILITY LEAVE:

1. The termination of employment is determined by the teacher and her doctor.
2. The time of return to employment is determined by the teacher and her doctor.
3. The leave is a temporary medical disability and re-employment rights are guaranteed.
4. Cumulative sick leave shall be used first, followed by personal leave days, and if necessary, emergency leave days may be granted for the time of disability resulting from pregnancy.

F. SABBATICAL LEAVE:

Each full-time teacher, who has a minimum of five (5) years of teaching experience in the Hettinger system shall be eligible to apply for up to one (1) year of unpaid sabbatical leave. A sabbatical may only be granted to a teacher who wishes to be gone from the district to continue his or her education at a college or university, or trade school.

To be considered for a sabbatical leave, the teacher must make application to the Superintendent by April 1 for leave beginning the following August. With the application, the teacher shall include an outline plan for the period requested. This outlined plan should include details of the coursework he or she will be taking and how this will benefit the teacher and the district.

The Superintendent will make a recommendation to the School Board for final action on the request. The granting or denial of the request is at the sole discretion of the School Board, and will be made no later than the second Wednesday of May. No more than two members of the certified teaching staff will be granted a sabbatical leave during one school year.

Teachers on sabbatical leave will be assured a position in the school system at the conclusion of the leave, provided written notice of intent to return is received by the Superintendent no later than March 1 of the calendar year in which the leave is to be completed. Failure to submit such written notice of intent to return, by March 1, will be deemed to be a voluntary resignation and waiver of right to re-employment. Reduction in Force Policy will include teacher on sabbatical leave.

Sick leave, emergency leave, personal leave, and experience increments will not accumulate during the sabbatical leave. A teacher on sabbatical leave may continue as a participant in the Employer Group Health Insurance plan provided all premiums, beginning with the anniversary date of the plan and continuing for a period of 12 months thereafter, be paid in full by the teacher. The premiums must be paid, by the teacher, to the district at least 10 days prior to the premium payment by the district. Failure to make payment by that time will give the district grounds to drop that teacher from the group plan. This section must also meet the approval of the insurance company involved in the coverage.

The Board reserves the right to give consideration to any other requests for sabbatical leave, outside of those areas described above.

SECTION FOUR EARLY RETIREMENT

Early retirement is a plan under which administrators/teachers receive a payment if they choose to retire early and if the application for early retirement is accepted by the school board. This Early Retirement Policy is adopted with the intent of providing financial benefits for both the Hettinger Public School District and retiring personnel.

The payment to early-retiring personnel is a portion of the teacher's/administrators current annual salary at the time application is made, calculated according to the options enumerated below. The current annual salary, as used in making early retirement payment calculations will not include amounts paid for extra duty assignments and extracurricular assignments.

A certified teacher/administrator who retires and who has at least 15 years of full-time service of which the last seven (7) are immediately prior to his/her retirement is eligible for early retirement benefits.

The early retirement payment will be based upon the following:

- 90% of salary in 1st year of eligibility for TFFR
- 70% of salary in 2nd year of eligibility for TFFR
- 50% of salary in 3rd year of eligibility for TFFR
- 30% of salary in 4th year of eligibility for TFFR
- 10% of salary in 5th year of eligibility for TFFR

- Payment of the applicable amount to a retiree will be in two equal annual installments; however, payment of the applicable amount will be in 3, 4, or 5 equal annual installments if requested by the retiree. After the first installment has been paid; simple interest will accrue on the remaining balance based upon the highest interest earned on a 6-month CD in the amount of \$1000 at an official depository of the Hettinger Public School District on the date of retirement. All installment payments will be made on or about September 20th of each year that such payment is due.

- Accumulated sick leave will be reimbursed at a rate of \$60/day for a maximum of 80 days. The total amount of sick leave reimbursement will be made at the time the first installment is paid to the retiree.

- The maximum early retirement payment for any administrator, not including sick leave reimbursement will be \$50,000.00

In addition to the above, teachers may choose to request individual retirement packages pending approval from NDSBA legal counsel for this option.

Early retirement is fully voluntary and no staff member will be required or coerced to retire early under the provisions of this policy. All teachers who desire early retirement and are eligible may apply, using the form available from the Superintendent/Business Manager. The school board, in its sole discretion, may approve or deny any application for early retirement for any reason, or a case-by-case basis.

In the event an employee applies for retirement and the application is denied by the school board, no reduction in benefits will be imposed if the employee reapplies for early retirement the following year.

Personnel who have retired early under the provisions of this policy will not be eligible for professional employment in this school system except substitute teaching and/or other exceptional circumstances as determined by the School Board.

Employees who retire early are solely responsible for determining the effect of early retirement on their participation in and possible benefits received under TFFR, Social Security, COBRA, and other programs under which they may be eligible for benefits.

The delivery of a completed application to the school's business manager and subsequent approval by the school board of an early retirement request will constitute a legally binding resignation and waiver of the applicant's continuing contract and non-renewal rights. Effective on the date of an employee's retirement, an employee electing early retirement is no longer considered an employee of the school district and, therefore, the retiree is entitled to none of the benefits or privileges provided employees, except as provided by this policy.

Personnel terminating employment due to disability are not eligible for early retirement benefits under the provisions of this policy, unless the application for early retirement is delivered to the school's business manager prior to the applicant incurring the disability.

Personnel choosing early retirement may make application at any time during a given school year, but the completed application must be received by the school's business manager no later than February 1 of the calendar year in which the teacher plans to retire. The school board will consider early retirement applications no later than May 1 of the same year. Upon acceptance of an early retirement application by the school board, the school board and the retiree will enter into an agreement, which includes the following:

- Acceptance of the retiree's resignation.
- Retiree's waiver of all continuing contract and non-renewal rights
- Effective date of early retirement
- Total amount of early retirement payments.
- Schedule of early retirement payments, specifying amounts and dates of payment.

The school board reserves the right to waive any deadlines included in this policy in the event of extenuating circumstances as determined by the school board in its sole discretion. Further, the School Board may deviate from this policy and from any provisions of this policy in extraordinary circumstances.

Definitions:

- TFFR: Teacher Fund for Retirement
- Current annual salary: the contract amount a person receives pursuant to the salary schedule or administrative contract.
- School Board: The Hettinger Public School Board.
- Business Manager: The Hettinger Public School District business manager.
- Disability: As defined by TFFR

Upon adoption of this policy by the school board, personnel eligible for early retirement under the terms of this policy are eligible for 1st year early retirement benefits if an application for early retirement is delivered to the business manager on or before March 15 next following the adoption of this policy. The following year, employees who have reached or exceeded the year of fully vested interest in TFFR prior to adoption of this policy are eligible for 2nd year benefits, in the third year, 3rd year benefits, etc; but the application deadline in subsequent years will be as provided for above.

**SECTION FIVE
CO-CURRICULAR SCHEDULE**

Extra-Curricular pay will be based on Extra-Curricular Schedules, Appendix B and the Hettinger-Scranton sports Salary Schedule, and will be in accordance with the consecutive steps in that particular activity in Hettinger School District. Administrative change from one activity to a different level within the same or similar activity will carry the consecutive step to the new assignment. Everyone in the District and new staff coming will start at Step 1 (one) unless the Superintendent determines that the staff member should receive credit for prior years experience in that activity. Extra-Curricular duty will be assigned by the administration after all avenues of filling the position are explored.

All positions on Extra-Curricular Schedule rely on student participation. The Superintendent will review student participation in activities and determine what positions will be filled.


Pay for adult coaches of school sponsored elementary sports programs (boys/girls basketball, volleyball) will be paid \$75.00 per week, maximum of 7 weeks.

**SECTION SIX
NEGOTIATION PROPOSALS**

Each proposal during negotiations shall be accompanied by accurate computations understood and agreed upon by both parties.


RATIFICATION

IN WITNESS WHERE OF, signature of the duly authorized representatives of the Association and the Board indicate that this Agreement has been ratified by the Hettinger Education Association Chapter 155 and the Hettinger School Board.

Hettinger School Board



President

Date 04/21/2016



Business Manager

Date 4-21-16

Hettinger Education Association


President

Date 4-21-16



Secretary

Date 4-21-16

- *Appendix A: Service, Education, and Salary Summary
- *Appendix B: Extra-Curricular Schedule (speech music, drama, etc.)

Appendix A
Service, Education and Salary Summary
2016-2017
Negotiated Agreement

Name	2016-17 Exp Years	2016-17 Dist Years	Ed Level	Salary 2016-2017	TOTAL PACKAGE
Arndorfer	32	32	BS+40	\$ 46,750	\$ 71,292
Block	7	7	BS+30	\$ 38,100	\$ 60,412
Boxrud	28	28	BS+40	\$ 42,950	\$ 66,563
Burrer 13/14	15	15	BS+40	\$ 35,286	\$ 55,972
Burwick	26	26	BS+20	\$ 40,600	\$ 63,659
Dunn	35	13	BS+30	\$ 42,250	\$ 66,032
Erickson, D.	27	27	BS+40	\$ 42,000	\$ 65,415
Erickson, J.	26	22	BS+30	\$ 40,000	\$ 62,985
Harper, P. #	retired 2014		BS+40	\$ 21,279	\$ 31,335
Heid	41	41	BS+40	\$ 51,150	\$ 77,250
Jamison *	3	3	BS	\$ 45,129	\$ 69,930
Johnson, E.	5	2	BS+30	\$ 38,100	\$ 60,412
Jorda	7	7	Masters	\$ 40,000	\$ 62,985
Joyce	16.5	11.5	Masters	\$ 40,000	\$ 62,985
Kennedy	3	3	Masters	\$ 40,000	\$ 62,985
Kohler	15	15	BS	\$ 35,100	\$ 56,350
Kristy	16	16	Masters	\$ 40,000	\$ 62,985
LeFebre	4	4	BS	\$ 35,100	\$ 56,350
Mayer	2	2	Masters	\$ 40,000	\$ 62,985
Schauer 5/7	1	1	BS	\$ 25,071	\$ 40,250
Schmaltz 3/7	5	5	Voc Cert	\$ 15,000	\$ 24,092
Seamands, A.	12	9	BS+20	\$ 37,100	\$ 59,058
Seamands, D. 193 days	12	9	Masters	\$ 41,187	\$ 64,592
Spratta	2	2	BS+10	\$ 36,100	\$ 57,704
Stecher	22	17	BS+40	\$ 39,000	\$ 61,631
Tuhy	6	6	BS+10	\$ 36,600	\$ 58,381

- *Subject to Business Managers Approval*
- *Subject to change in September for Education Lane Movement*

APPENDIX B

2016-2017

Base Pay

\$35,000.00

Annual	6%	\$ 2,100.00
Music Duties	9%	\$ 3,150.00
Childrens Choir	3%	\$ 1,050.00
FBLA	9%	\$ 3,150.00
FFA	6%	\$ 2,100.00
JH St. Council	6%	\$ 2,100.00
NHS	3%	\$ 1,050.00
O.W.L.S	3%	\$ 1,050.00
Drama/One-Act Play	6%	\$ 2,100.00
Science O.	6%	\$ 2,100.00
Student Council	6%	\$ 2,100.00
Math Team	3%	\$ 1,050.00
Concessions	9%	\$ 3,150.00
Robotics	6%	\$ 2,100.00
Acalymics/ Quiz Bowl	3%	\$ 1,050.00
Prom	3%	\$ 1,050.00