

**MASTER AGREEMENT PROVISIONS**

**July 1, 2015 – June 30, 2017**

Adopted  
July 20, 2015

Jamestown School Board

Jamestown Education Association

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# **MASTER AGREEMENT PROVISIONS**

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## MASTER AGREEMENT PROVISIONS

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### I. QUALIFICATIONS AND REQUIREMENTS OF INSTRUCTORS

- A. The classification of instructors shall be based upon an official or district approved transcript from a recognized or accredited institution of higher education.
- B. All teachers new to Jamestown Public Schools will be placed on the salary schedule in accordance with their years of teaching experience. No teacher will be placed higher than a current teacher of same experience
- C. Teachers may advance only one step horizontally and shall not advance more than one vertical step for a given year. No teacher will be placed higher than a current teacher of same experience.
- D. Teachers who have earned a salary adjustment due to additional graduate credits will be granted such adjustment provided the request to the district administrator or his appointed designee for a contract change is accompanied by one of the following items certifying successful completion of previously approved college course work: (1) official or district approved transcripts, (2) official grade slips, or (3) a letter from the institution acknowledging successful course completion with official grades pending. Contracts will be adjusted on or before the following dates: September 1st or January 15th. When teachers advance horizontally midyear and when they have received ½ years' salary at their current index, they will receive ½ years' salary at the new index reflecting the full horizontal change. (revised 2002-2003)

In meeting the requirements for horizontal advancement no more than 40% of the required graduate hours may be earned through correspondence or accredited travel. Internet courses taken through any state accredited university will not be considered correspondence. (revised 2002-2003) Courses which are to meet the requirement for horizontal advancement are to be taken at an accredited institution of higher education, must be graduate level and related to the practicing area of certification or general education. The Superintendent, or the Superintendent's designee shall review the required documents and determine the amount of credit to be available for horizontal advancement (revised 2005-2006). If a course is not approved by the District Administrator's office, the teacher may appeal to a committee of three, composed of one teacher to be appointed by the Jamestown Education Association, one Board Member and one Administrator to be appointed by the District Administrator. The request to appeal shall be made in writing to the District Administrator.

- E. Staff members may be required to present evidence of a thorough medical examination at the request of the School Board and the Board will cover the cost of the medical examination (revised 2005-2006).
- F. Placement on the salary schedule will be determined by credits and degrees earned as of September 1st.

## II. COMPENSATION OTHER THAN INDEX SALARY

- A. The J.E.A. and the Jamestown School Board also agree that anyone currently not on the present salary index regardless of position or step will not exceed the maximum of their appropriate lane.
- B. Mileage will be paid at the approved state rate for the use of a personal car if used for approved school activities. Car allowance to teachers who are required to use their private automobiles in their assigned teaching responsibilities will be based on the following criteria:
  - 1. The travel does not include travel from home to building of the assignment and the subsequent return.
  - 2. Car allowance will be paid at State rates for actual miles traveled between sites. Travel vouchers to be submitted monthly.
  - 3. The teacher reserves the right to waive this benefit. (revised 2002-2003)
- C. Credit for substitute teacher replacement shall be earned on the basis of one unit for each classroom period served or one-half unit for a consecutive 30 minute period served.
  - 1. Units will be cashed out at the end of the school year subject to required statutory withholding. Payment shall be made by June 30th.
- D. Employees under the provisions of this contract shall be given an activity ticket for themselves plus one.

## III. BENEFITS

The following benefits apply to regular, full-time teachers. Regular, part-time teachers may receive prorated benefits.

### A. **INSURANCE:**

The Jamestown School District will provide \$2,875,000.00 to be used for health care insurance coverage for the fiscal year 2015-2016 and \$2,875,000 to be used for health care insurance coverage for the fiscal year 2016-2017. These amounts are to be used to provide coverage for all eligible employees (certified and classified staff and administrators) of the Jamestown School District, and James Valley Career and Technology Center (JVCTC), who choose to participate in the district plan. Any shortfall of revenue to cover expenditures shall be covered by participating employees. (At the start of the 2015-2016 fiscal year, the health insurance reserve fund will possess a minimum of the last 4 months of health insurance expenditures).

A Health Care Committee comprised of (seven) policy holders equitably distributed among the categories of staff (3 teachers, 1 support staff, 1 administrator and 1 at large and 1 JVCTC) will study health care issues. (Up to 2 district office administrators and up to 2 school board members will serve as ex officio members with voice but no vote.) The voting members of this committee will determine the insurance carrier, policy type (including benefits, deductibles, coinsurance and co-pays) and premium levels (for Single, SPD and Family) to be paid by district employees. The health insurance reserve fund must be maintained at the four month level. If the reserve fund falls below this level, the insurance committee's plan for the next fiscal year must replenish the fund to

the four month level. All interest accrued and principal remaining at the end of the fiscal year in the insurance fund will be returned to said fund.

A group is defined as either (1) existing employees that currently do not have the opportunity to participate in the health plan or (2) staff who consists of the Jamestown School District and JVCTC. When a group is removed from the health plan or when a group is added by a number that would significantly impact expenditures or the health insurance cap, either the Jamestown Education Association or the School Board may reopen negotiations for discussion of health insurance only. The baseline number of policyholders will be the number enrolled as of November 1 the previous school year. A variance of 5 percent from the baseline number of policyholders is the threshold used to determine if negotiations can be reopened (revised 2007-2008).

**B. INCOME PROTECTION PLAN:**

The School District will select a plan and contribute 75% per professional staff member toward the cost of an Income Protection Plan. The District will withhold from the last paycheck the additional cost of this plan. All professional staff members under the income protection plan must use the income protection plan after 90 consecutive calendar days of illness. The plan shall be equal to or better than the current existing plan.

The Jamestown Board of Education and the Jamestown Education Association hereby agree to the following:

In addition to the Long Term Disability Plan the District will provide the Rehabilitation Plan for Your Spouse as follows:

You (the insured employee) and your spouse may ask to participate in a rehabilitation plan for your spouse while you are disabled if:

1. you are already receiving benefits from a *social security plan*; and
2. your spouse's earnings in the six calendar months prior to your disability averaged less than 60% of your monthly pay.

The District will have sole discretion to approve or deny your request. The terms of the rehabilitation plan must be mutually agreed to by you, your spouse, and the District.

The rehabilitation plan for your spouse may include, at the District's discretion, payment of your spouse's *education expense*, reasonable job placement expenses, and the family's *moving expense*, if any. It may also include *family care expense* incurred by your spouse, necessary in order for your spouse to be retrained under the rehabilitation plan.

If your request is approved, the District will pay for your spouse's education expenses as follows:

1. If your spouse does not, at the time of your disability, hold a bachelor's degree from a college or university, or a degree from a trade or vocational school, the District will pay the tuition cost to obtain one degree from a public vocational school, college or university in North Dakota.
2. If your spouse, at the time of your disability, holds a bachelor's degree, the District will pay the tuition cost to obtain one Master's degree from a public university in North Dakota.

## Definitions

*Education Expense* means the reasonable costs your spouse incurs which are required for your spouse's education or training. These costs may include tuition, books, computers and other equipment. Only those expenses incurred by your spouse on or after the date the written rehabilitation plan is enacted will be reimbursed.

*Family Care Expense* means the amount you spend for care of a family member in order for your spouse to be retrained under the rehabilitation plan. To qualify:

- Your family member must be under age 13, or be physically or mentally incapable of caring for him or herself;
- your family member must be dependent upon your spouse for support and maintenance; and
- the person who cares for your family member cannot be a relative.

Not more than \$350 per family member per month will be included. A pro-rated amount will apply to any period shorter than a month.

*Moving Expense* means the costs incurred by the family so that the spouse can attend school or accept gainful work.

*Rehabilitation Plan* means a written agreement between you, your spouse and the District in which, at your request, the District agrees to provide, arrange or authorize appropriate vocational or physical rehabilitation services.

*Social Security Plan* means a plan providing disability benefits under the United States Social Security Act.

### **C. LIFE INSURANCE:**

1. The Jamestown Public School District will select a life insurance plan and pay 100% of the cost of a single premium for at least a \$25,000 policy. The district's financial contribution shall terminate when he/she is no longer employed by the school system. The policy will include a portability option that will allow an individual who ceases employment with the District to retain coverage at his/her expense (revised 2005-2006).

### **D. LEAVE POLICY:**

1. Sick leave
  - a. Fifteen (15) days per the first two (2) years will be granted to each teacher signing his/her first contract in the Jamestown Public Schools. Each succeeding year, ten (10) days will be granted per year, accumulating to a possible 135.
  - b. If a teacher is absent for more than four (4) consecutive days, a doctor's certificate will be required (revised 2005-2006).
  - c. The School Board may request a medical examination if excessive absences occur.
  - d. Sick leave may be used for medical reasons involving any family member or relative.

2. Sick Leave Bank:

The Jamestown Public School District will maintain a Sick Leave Bank for participating employees. The purpose of the Sick Leave Bank is to cover unexpected catastrophic illness or injury to participants in the Sick Leave Bank, their spouses, and children.

- a. Catastrophic Illness or injury  
“Catastrophic” means extreme or life threatening. This term does not include conditions associated with a normal pregnancy.
- b. Participation  
The offer to join the Sick Leave Bank is a one-time offer. Sick Leave Bank shall be available to employees only upon their initial qualifying employment. A new employee will have thirty (30) days from the time of signing their initial contract to accept or reject membership in the Sick Leave Bank. The sick leave bank will provide coverage for all eligible employees (those also eligible for coverage in the District health insurance plan) of the Jamestown School District, and James Valley Career and Technology Center (JVCTC) who choose to participate in the district plan. Each participating employee shall invest 2 days in the bank. Whenever the balance falls below 180 days, each member shall be assessed one (1) additional day, not to exceed (2) sick leave days in any single contract period. Unused sick leave bank days will accumulate to the next school term.

Any participant of the Sick Leave Bank may withdraw from the Bank at the end of a school year by giving written notice to the Sick Leave Bank Committee. Sick days invested in the bank will not be returned upon leaving the bank. Once a participant withdraws from the Bank, the participant is no longer eligible to rejoin the Bank.

- c. Application  
Any participant having used all of his(her) accumulated sick and personal leave days would be eligible to apply.

Application must be in writing by completing the Sick Leave Bank Application Form and shall be given to the sick leave bank committee for consideration. Applications must be accompanied by a medical doctor’s certificate verifying the severity, nature and projected duration of the illness. If the illness or injury qualifies for employee disability coverage, the individual must apply for disability coverage. The Business Manager shall verify that an application for disability has been filed.

The application must request a specific number of days, up to forty (40) per application. A participant may apply two (2) times in any single contract period and may be granted no more than 80 days of sick leave from the Sick Leave Bank for that particular illness/injury.

No participant shall be eligible to withdraw more than a lifetime total of one hundred eighty (180) days. Participants may not draw sick leave days from the bank once they receive employer-related disability benefits.

- d. Committee  
The make-up of the Sick Leave Bank Committee will be: two teachers appointed by the Association, one administrator appointed by the Superintendent, and one member of the Board of Education appointed by the President. The business manager will also serve on the committee, as an ex officio member with no voting rights. Members will serve a three-year term and all terms will begin on July 1.

The committee will meet within five (5) working days upon receipt of a request and a decision will be made at that time. They will review applications, give written notice of acceptance or rejection, determine the number of days granted to the applicant, provide reasonable assurance the bank is not abused, and prepare quarterly reports for the Superintendent. Decisions of the Committee will be made by majority vote and all decisions are final. The Sick Leave Bank records and accounting will be maintained by the District's Business Manager.

3. Funeral Leave:

- a. In the event of the death of any family member/partner or relative, a teacher may use up to five (5) days to attend the funeral without salary reduction to make final arrangements.
- b. In the event of the death of a non family member, up to one (1) day per year funeral leave will be granted. With the Superintendent's approval, additional leave may be allowed to attend the funeral of a non family member without salary reduction.

4. Personal Leave:

- a. Teachers are entitled to three days of paid personal leave per year without explanation, accumulative to 5 paid days. Personal leave shall be calculated in one hour increments from the beginning of the contracted school day to the end of the contracted school day. Every attempt should be made not to disrupt class periods while using personal leave.

5. Professional Leave:

- a. It will be the policy of the Jamestown School District that when any teacher requesting to be absent for workshops, conferences or professional meetings, he/she must have this absence approved by the Central Office in advance. The request must be made using the District's (district's staff management system) and approved by the principal and Central Office personnel. Refer to procedure outlined in Aesop to receive reimbursement. Claims for reimbursement must utilize the procedures outlined in the staff management system. If the policy is not adhered to, salary will be deducted or leave will be denied.

Reimbursement claims will be paid after Board approval of the claim, the Board will:

- (1) Pay mileage at the state rate.
- (2) Pay lodging at the state rate.
- (3) Provide and pay for a substitute.
- (4) Pay for meals at the state rate.
- (5) Pay for all registration fees.

If the District Administrator or his designee allows another person to attend the workshop or conference, the person takes full responsibility for his/her expenses. Substitute pay will be provided.

6. The School District shall pay all substitute teachers. The principal shall make the arrangements for the hiring of all substitutes.

7. Each leave policy is to be treated separately. Abuse of these agreements will be subject to review by the proper authority of the JEA.



**E. ANNUITIES:**

1. The School Board has made available a tax sheltered annuity program. The Board will deduct from salary for this program.
2. A minimum of five insurance contracts are required for a request for an additional company to be approved by the Board for payroll deduction.

**F. LEAVE OF ABSENCE:**

1. Staff members after having been employed by the School District of Jamestown for four consecutive years or more, upon request, may be granted a leave of absence for not more than one school year. No salary will be paid during this leave of absence. The School Board is to give written approval to teachers requesting the leave.
2. Teachers on leave of absence will move horizontally, provided that the requirements are met, but not vertically on the salary schedule. No leave accumulates during this time (revised 2005-2006).

**G. FLEX PLAN:**

1. The Jamestown Public School District will provide a flex plan at no cost to the school district or teachers.

**IV. CONTRACT PROVISIONS**

- A. Contracts will state extra-curricular duties and payment for each. Payment will be as follows: Co-Curricular staff whose fall season assignment begins prior to the first day of school shall receive 30% of their co-curricular pay on the regular August payroll date. The remaining 70% will be paid upon completion of the activity.

Co-Curricular staff whose winter season assignment begins prior to Christmas and ends after the first day of February shall receive 30% of their co-curricular pay on the regular December payroll date. The remaining 70% will be paid upon completion of the activity.

NOTE: Co-curricular positions are defined as those positions on either the athletic or activity pay schedules (revised 2007-2008).

1. Co-curricular staff members hired from out-of-district will receive experience if hired for the same position.
2. Co-curricular staff members hired from within the district will be given credit for experience at the senior high level when moving to another senior high position in that co-curricular position.
3. Co-curricular staff member's who move from the middle school to a senior high position in the same co-curricular position, will be given one year senior high experience for each two years of middle school experience in the co-curricular position. A maximum of 10 years of middle school experience may be brought forward to the senior high level up to a maximum Step 5 on the athletic or activity pay schedule.
4. Co-curricular staff members will be granted a full step experience even if they are not "full time" during the season.

5. Co-curricular staff members would be “frozen” in at their existing co-curricular salary until the time when the salary on the existing activity or athletic schedule exceeds the “frozen” salary.

An activities committee comprised of a school board member, athletic director, administrators, Jamestown Education Association members and co-curricular staff members will report to the Jamestown School Board and Jamestown Education Association each year that negotiations commence. The committee will make recommendations concerning placement of positions not currently on the athletic or activity schedule as well as other issues relating to the co-curricular athletic or activity schedule. The District Administrator or his/her designee will facilitate the meeting.

- B. Contracts will be 184 days. Teachers who resign during the school year will be paid on the basis of 184<sup>th</sup> of year’s salary times the number of days elapsed classroom time.
- C. Excessive cancellation of school due to acts of God may require use of vacation to meet requirements for foundation payment.
- D. Pay day shall be the twentieth of each month. If the twentieth falls on a Saturday, pay day shall be on Friday. If the twentieth falls on a Sunday, pay day shall be on Monday. Teachers may have payments on either nine (9) or twelve (12) month basis.
- E. A part-time teacher who becomes full-time will be placed on the salary schedule at the experience level stated on his or her contract (revised 2002-2003).
- F. Additional salary compensation to the salary schedule shall be distributed equally among cells.
- G. A flat amount of \$2,000.00 for each full time equivalent was placed in each cell of the salary schedule in lieu of accumulation of steps for the 2015-2016 and 2016-2017 school year. No newly hired teacher will be allowed an initial placement on the salary schedule that will result in a higher placement on the schedule than a continuing teacher with the same number of years of experience.

## **V. OTHER PROVISIONS**

- A. The Jamestown School will use para-professional staff.
- B. Teachers are expected to attend all official school meetings. Legitimate excuses are to be obtained from the administrative person in charge.
- C. Early notification of teacher assignments may be subject to change without violation of the Professional Agreement when registration or enrollment requires a change.
- D. Payment for writing major curriculum development projects, writing a K-12 scope and sequence for an academic discipline, writing a K-12 curriculum handbook for an academic discipline, developing a new curriculum, shall be based on 10% of step zero BS/BA lane of the salary schedule per month.

The curriculum development proposal shall be submitted on the appropriate form to the District Administrator for his approval or rejection.

Committee assignments, lesson preparation, minor curriculum development projects, textbook selection, participation in any capacity in accreditation review or long range planning, etc. shall be excluded from this provision of the negotiated agreement. These activities shall be considered to be part of the teachers' regular duties.

E. Grievance Procedure:

If there is a disagreement between the School Board and the teacher relating to the timeliness of the initiation of the procedure, the matter shall be referred to a disinterested third party mutually agreed upon by the teacher and the School Board, for a recommendation as to the timeliness of the initiation of the procedure. Either party being dissatisfied with the recommendation may pursue the matter as provided by the laws of the State of North Dakota.

1. The teacher and the supervisor have the right to have a representative present if they so desire.
2. Neither the grievance nor the decision shall become part of the teacher's personnel file.  
NOTE: The entire grievance procedure will be found in the INFORMATION FOR TEACHERS HANDBOOK.

F. Communication Committee: A committee of three shall be formed that will include a teacher selected by the JEA, a board member and a school administrator appointed by the district administrator. The intent of this committee will be to open lines of communication among therefore mentioned identities.

G. This agreement shall be effective on July 1, 2015 and continue through June 30, 2017. In an event a successor agreement is not agreed upon before the anniversary date of this agreement, all salaries and benefits agreed upon in the successor agreement will be retroactive to the anniversary date of this agreement (revised 2007-2008).

## **VI. SALARY PAYMENTS**

- A. Payments on the schedule will be made only if the income of the School District is sufficient.
- B. The activity pay schedules shall have a base equal to 14.91% of the BA/BS Step 0. For the 2015-2016 school year the activity pay schedules base is \$5,931.94 and in 2016-2017 the activity pay schedules base is \$6,230.14.

## **VII. RETIREMENT FUND**

The Jamestown School District will deduct from the teacher's gross salary the teacher's share of the retirement fund, make payments through the district to the fund for both the district and the teacher's share.

## **VIII. SAVINGS CLAUSE**

Should any article, section or clause of this agreement be declared illegal by a North Dakota court of competent jurisdiction, said article, section or clause shall be automatically deleted from this agreement to the extent that it violates the law, but the remaining articles, sections and clauses shall remain in full force and effect for the duration of this agreement.

**IX. JAMESTOWN PUBLIC SCHOOLS 2015-2016 SALARY SCHEDULE**

Steps	BA/BS	BA/BS + 16	MA/MS	MA/MS + 16
0	\$39,785.00	\$39,785.00	\$41,502.50	\$43,220.00
1	\$39,785.00	\$39,785.00	\$43,220.00	\$44,937.50
2	\$39,785.00	\$41,502.50	\$44,937.50	\$46,655.00
3	\$41,502.50	\$43,220.00	\$46,655.00	\$48,372.50
4	\$43,220.00	\$44,937.50	\$48,372.50	\$50,090.00
5	\$44,937.50	\$46,655.00	\$50,090.00	\$51,807.50
6	\$46,655.00	\$48,372.50	\$51,807.50	\$53,525.00
7	\$48,372.50	\$50,090.00	\$53,525.00	\$55,242.50
8	\$50,090.00	\$51,807.50	\$55,242.50	\$56,960.00
9	\$51,807.50	\$53,525.00	\$56,960.00	\$58,677.50
10	\$53,525.00	\$55,242.50	\$58,677.50	\$60,395.00
11	\$55,242.50	\$56,960.00	\$60,395.00	\$62,112.50
12	\$56,960.00	\$58,677.50	\$62,112.50	\$63,830.00
13	\$58,677.50	\$60,395.00	\$63,830.00	\$65,547.50
14	\$60,395.00	\$62,112.50	\$65,547.50	\$67,265.00
15		\$64,688.75	\$67,265.00	\$68,982.50
16			\$68,982.50	\$70,700.00
17				\$72,417.50
18				\$75,337.25

No newly hired teacher will be allowed an initial placement on the salary schedule that will result in a higher placement on the schedule than a continuing teacher with the same number of years of experience.

**X. JAMESTOWN PUBLIC SCHOOLS 2015-2016 CO-CURRICULAR SALARY SCHEDULE**

BASE AMOUNT IS 14.91 % OF BA/BS STEP 0 WHICH IS \$5,931.94

LEVEL	% of Base	100.0% STEP 1	102.5% STEP 2	105.0% STEP 3	107.5% STEP 4	110.0% STEP 5	112.5% STEP 6	115.0% STEP 7	117.5% STEP 8	120.0% STEP 9	122.5% STEP 10
1	100%	\$5,931.94	\$6,080.24	\$6,228.54	\$6,376.84	\$6,525.13	\$6,673.43	\$6,821.73	\$6,970.03	\$7,118.33	\$7,266.63
2	76%	\$4,508.27	\$4,620.98	\$4,733.69	\$4,846.39	\$4,959.10	\$5,071.81	\$5,184.52	\$5,297.22	\$5,409.93	\$5,522.64
3	72%	\$4,271.00	\$4,377.77	\$4,484.55	\$4,591.32	\$4,698.10	\$4,804.87	\$4,911.65	\$5,018.42	\$5,125.20	\$5,231.97
4A	67%	\$3,974.40	\$4,073.76	\$4,173.12	\$4,272.48	\$4,371.84	\$4,471.20	\$4,570.56	\$4,669.92	\$4,769.28	\$4,868.64
5B	50%	\$2,965.97	\$3,040.12	\$3,114.27	\$3,188.42	\$3,262.57	\$3,336.72	\$3,410.87	\$3,485.01	\$3,559.16	\$3,633.31
6C	39%	\$2,313.46	\$2,371.29	\$2,429.13	\$2,486.97	\$2,544.80	\$2,602.64	\$2,660.48	\$2,718.31	\$2,776.15	\$2,833.98
7	35%	\$2,076.18	\$2,128.08	\$2,179.99	\$2,231.89	\$2,283.80	\$2,335.70	\$2,387.61	\$2,439.51	\$2,491.41	\$2,543.32
8D	30%	\$1,779.58	\$1,824.07	\$1,868.56	\$1,913.05	\$1,957.54	\$2,002.03	\$2,046.52	\$2,091.01	\$2,135.50	\$2,179.99
9	26%	\$1,542.30	\$1,580.86	\$1,619.42	\$1,657.98	\$1,696.53	\$1,735.09	\$1,773.65	\$1,812.21	\$1,850.77	\$1,889.32
10E	22%	\$1,305.03	\$1,337.65	\$1,370.28	\$1,402.90	\$1,435.53	\$1,468.16	\$1,500.78	\$1,533.41	\$1,566.03	\$1,598.66
F	16%	\$949.11	\$972.84	\$996.57	\$1,020.29	\$1,044.02	\$1,067.75	\$1,091.48	\$1,115.20	\$1,138.93	\$1,162.66
G	14%	\$830.47	\$851.23	\$872.00	\$892.76	\$913.52	\$934.28	\$955.04	\$975.80	\$996.57	\$1,017.33
11 H	9%	\$533.87	\$547.22	\$560.57	\$573.92	\$587.26	\$600.61	\$613.96	\$627.30	\$640.65	\$654.00
I	4%	\$237.28	\$243.21	\$249.14	\$255.07	\$261.01	\$266.94	\$272.87	\$278.80	\$284.73	\$290.67

**XI. JAMESTOWN PUBLIC SCHOOLS ELEMENTARY COACHING SCHEDULE**  
2015-2016 & 2016-2017

<u>Boys</u>	<u># of Meetings</u>	<u>Wage Per Meeting</u>	<u>Total Compensation</u>
Basketball	18	\$25.00	\$450.00
Wrestling	14	\$25.00	\$350.00
Gymnastics	14	\$25.00	\$350.00
Track/Cross Country	14	\$25.00	\$350.00
Swimming	14	\$25.00	\$350.00
Cross Country (Grade 6)	14	\$25.00	\$350.00

<u>Girls</u>	<u># of Meetings</u>	<u>Wage Per Meeting</u>	<u>Total Compensation</u>
Basketball	18	\$25.00	\$450.00
Volleyball	14	\$25.00	\$350.00
Gymnastics	14	\$25.00	\$350.00
Track/Cross Country	14	\$25.00	\$350.00
Swimming	14	\$25.00	\$350.00
Cross Country (Grade 6)	14	\$25.00	\$350.00

**XII. JAMESTOWN PUBLIC SCHOOLS 2016-2017 SALARY SCHEDULE**

Steps	BA/BS	BA/BS + 16	MA/MS	MA/MS + 16
0	\$41,785.00	\$41,785.00	\$43,502.50	\$45,220.00
1	\$41,785.00	\$41,785.00	\$45,220.00	\$46,937.50
2	\$41,785.00	\$43,502.50	\$46,937.50	\$48,655.00
3	\$43,502.50	\$45,220.00	\$48,655.00	\$50,372.50
4	\$45,220.00	\$46,937.50	\$50,372.50	\$52,090.00
5	\$46,937.50	\$48,655.00	\$52,090.00	\$53,807.50
6	\$48,655.00	\$50,372.50	\$53,807.50	\$55,525.00
7	\$50,372.50	\$52,090.00	\$55,525.00	\$57,242.50
8	\$52,090.00	\$53,807.50	\$57,242.50	\$58,960.00
9	\$53,807.50	\$55,525.00	\$58,960.00	\$60,677.50
10	\$55,525.00	\$57,242.50	\$60,677.50	\$62,395.00
11	\$57,242.50	\$58,960.00	\$62,395.00	\$64,112.50
12	\$58,960.00	\$60,677.50	\$64,112.50	\$65,830.00
13	\$60,677.50	\$62,395.00	\$65,830.00	\$67,547.50
14	\$62,395.00	\$64,112.50	\$67,547.50	\$69,265.00
15		\$66,688.75	\$69,265.00	\$70,982.50
16			\$70,982.50	\$72,700.00
17				\$74,417.50
18				\$77,337.25

No newly hired teacher will be allowed an initial placement on the salary schedule that will result in a higher placement on the schedule than a continuing teacher with the same number of years of experience.

**XIII. JAMESTOWN PUBLIC SCHOOLS 2016-2017 CO-CURRICULAR SALARY SCHEDULE**

BASE AMOUNT IS 14.91% OF BA/BS STEP 0 WHICH IS \$6,230.14

LEVEL	% of Base	100.0% STEP 1	102.5% STEP 2	105.0% STEP 3	107.5% STEP 4	110.0% STEP 5	112.5% STEP 6	115.0% STEP 7	117.5% STEP 8	120.0% STEP 9	122.5% STEP 10
1	100%	\$6,230.14	\$6,385.89	\$6,541.65	\$6,697.40	\$6,853.15	\$7,008.91	\$7,164.66	\$7,320.41	\$7,476.17	\$7,631.92
2	76%	\$4,734.91	\$4,853.28	\$4,971.65	\$5,090.02	\$5,208.40	\$5,326.77	\$5,445.14	\$5,563.52	\$5,681.89	\$5,800.26
3	72%	\$4,485.70	\$4,597.84	\$4,709.99	\$4,822.13	\$4,934.27	\$5,046.41	\$5,158.56	\$5,270.70	\$5,382.84	\$5,494.98
4A	67%	\$4,174.19	\$4,278.55	\$4,382.90	\$4,487.26	\$4,591.61	\$4,695.97	\$4,800.32	\$4,904.68	\$5,009.03	\$5,113.39
5B	50%	\$3,115.07	\$3,192.95	\$3,270.82	\$3,348.70	\$3,426.58	\$3,504.45	\$3,582.33	\$3,660.21	\$3,738.08	\$3,815.96
6C	39%	\$2,429.75	\$2,490.50	\$2,551.24	\$2,611.99	\$2,672.73	\$2,733.47	\$2,794.22	\$2,854.96	\$2,915.71	\$2,976.45
7	35%	\$2,180.55	\$2,235.06	\$2,289.58	\$2,344.09	\$2,398.60	\$2,453.12	\$2,507.63	\$2,562.15	\$2,616.66	\$2,671.17
8D	30%	\$1,869.04	\$1,915.77	\$1,962.49	\$2,009.22	\$2,055.95	\$2,102.67	\$2,149.40	\$2,196.12	\$2,242.85	\$2,289.58
9	26%	\$1,619.84	\$1,660.33	\$1,700.83	\$1,741.32	\$1,781.82	\$1,822.32	\$1,862.81	\$1,903.31	\$1,943.80	\$1,984.30
10E	22%	\$1,370.63	\$1,404.90	\$1,439.16	\$1,473.43	\$1,507.69	\$1,541.96	\$1,576.23	\$1,610.49	\$1,644.76	\$1,679.02
F	16%	\$996.82	\$1,021.74	\$1,046.66	\$1,071.58	\$1,096.50	\$1,121.43	\$1,146.35	\$1,171.27	\$1,196.19	\$1,221.11
G	14%	\$872.22	\$894.03	\$915.83	\$937.64	\$959.44	\$981.25	\$1,003.05	\$1,024.86	\$1,046.66	\$1,068.47
11 H	9%	\$560.71	\$574.73	\$588.75	\$602.77	\$616.78	\$630.80	\$644.82	\$658.84	\$672.86	\$686.87
I	4%	\$249.21	\$255.44	\$261.67	\$267.90	\$274.13	\$280.36	\$286.59	\$292.82	\$299.05	\$305.28



## **XIV. JAMESTOWN PUBLIC SCHOOLS ACTIVITY (NON-ATHLETIC) PAY SCHEDULE**

BASE IS 14.91 % OF SALARY SCHEDULE BA/BS STEP 0

Level A - (67%)	Annual Blue Jay News FFA Science Projects Technical Director of JHS Theatre
Level B - (50%)	Head JHS Speech Head JHS Debate JHS Student Council JHS Band JHS Show Choir
Level C - (39%)	Head JHS Drama MS Drama Assistant JHS Speech Head JHS Science Olympiad Head MS Science Olympiad
Level D - (30%)	FBLA Skills USA DECA One Act Play SADD Assistant JHS Science Olympiad Assistant MS Science Olympiad
Level E - (22%)	Building Technology Facilitators MS Band German Club Spanish Club French Club JHS Key Club National Honor Society Assistant JHS Drama MS Memory Book
Level F - (16%)	JHS Department Heads MS House Leaders
Level G - (14%)	ACT Supervisor MS Student Council MS Speech
Level H - (9%)	Class Advisor (Note "A") MS Math Counts Elementary Sunshine Boys Choir Elementary Sunshine Girls Choir Lifesmarts Advisor
Level I - (4%)	I-Safe Coordinator

Note A: Junior Class Advisor to be reimbursed by a factor of 2.5 times the current salary.

**XV. JAMESTOWN PUBLIC SCHOOLS ATHLETIC PAY SCHEDULE**

BASE IS 14.91 % OF SALARY SCHEDULE BA/BS STEP 0

<p>Level One (100%)</p> <p>Head Basketball - Boys' Head Basketball - Girls' Head Football Head Hockey – Boys' Head Hockey – Girls' Head Wrestling Athletic Trainer * Head Gymnastics Head Swimming - Boys' Head Swimming - Girls' Head Track - Boys' Head Track - Girls' Head Volleyball</p>	<p>Level 5 (cont)</p> <p>Head Tennis - Boys' Head Tennis - Girls' Danceline</p> <p>Level Six (39%)</p> <p>None at this level</p> <p>Level Seven (35%)</p> <p>Assistant Golf - Boys' Assistant Golf - Girls' Assistant Tennis - Boys' Assistant Tennis - Girls' Middle School Gymnastics Middle School Cross Country</p>
<p>Level Two (76%)</p> <p>None at this level</p>	<p>Level Eight (30%)</p> <p>Grade 8 Head Football Grade 7 Head Football Middle School Basketball – Boys' Middle School Basketball – Girls' Middle School Wrestling Middle School Head Track – Boys' Middle School Head Track – Girls' Middle School Volleyball</p>
<p>Level Three (72%)</p> <p>Head Cross Country Head Soccer - Boys' Head Soccer - Girls' Head Baseball Head Softball Athletic Development (per season)</p>	<p>Level Nine (26%)</p> <p>Middle School Assistant Football Middle School Assistant Track – Boys' Middle School Assistant Track – Girls' C-Squad Coach</p> <p>Level Ten (22%)</p> <p>Senior High Intramurals Middle School Intramurals Middle School Assistant Cross Country</p> <p>Level Eleven (9%)</p> <p>Cheerleading (Note “A”)</p>
<p>Level Four (67%)</p> <p>Assistant Basketball - Boys' Assistant Basketball - Girls' Assistant Football Assistant Hockey – Boys' Assistant Hockey – Girls' Assistant Wrestling Assistant Gymnastics Assistant Swimming - Boys' Assistant Swimming - Girls' Assistant Track - Boys' Assistant Track - Girls' Assistant Volleyball</p>	<p>Note A</p> <p>Cheerleading squads include football boys basketball, girls basketball, hockey, wrestling and competition.</p> <p>Reimbursement for cheerleading advisor of <b>each</b> squad based on Level 11.</p> <p>* per school year</p>
<p>Level Five (50%)</p> <p>Assistant Cross Country Assistant Soccer - Boys' Assistant Soccer - Girls' Assistant Baseball Assistant Softball 9th Grade Football 9th Grade Basketball - Boys' 9th Grade Basketball - Girls' 9th Grade Volleyball Head Golf - Boys' Head Golf - Girls' Assistant Athletic Development (per season)</p>	

## **XVI. MEMORANDUM OF UNDERSTANDING HEALTH INSURANCE**

The Jamestown Board of Education and the Jamestown Education Association hereby agree to the following:

At the end of the fiscal year, if the fund drops below the 4 month required reserve, the additional funds needed to bring the fund up to the reserve, as determined by the Health Insurance Committee, will be split 60% members of health insurance and 40% Jamestown Board of Education.

For the 2016-2017 fiscal year only, either the Jamestown Education Association or the School Board may reopen negotiations for discussion of health insurance only.

## **XVII. MEMO OF UNDERSTANDING EARLY RETIREMENT**

The Board of Education of Jamestown Public Schools and the Jamestown Education Association agree to the following items on Early Retirement:

1. The Jamestown Board of Education shall budget \$200,000 in Early Retirement payments to teachers for the 2015-2016 fiscal year only.
2. If requests from teachers for Early Retirement exceed the \$200,000.00, a prorated formula will be used to determine the benefit to each teacher.
3. This memo of understanding, including the below language "Early Retirement of Professional Staff Members" sunsets on June 30, 2017.

### **EARLY RETIREMENT OF PROFESSIONAL STAFF MEMBERS**

(revised 2001-2002)

#### **A. DEFINITION AND GENERAL PROVISIONS**

Early retirement is a plan whereby an employee (as defined herein) may receive a predetermined (one-time) payment if they choose to retire early. For purposes of this policy, employee is defined as a professional certificated staff member who is eligible for participation in the North Dakota Teacher's Fund For Retirement (TFFR). The amount of the payment will be determined by a formula including the years of service, the number of years since becoming eligible for retirement under the rules of the Teacher's Fund For Retirement, and the amount of the employee's contract for the final year of service.

Early retirement is designed to be beneficial to both the employee and the district. The plan provides a positive method for dealing with declining enrollments and the resulting need to reduce staff.

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. However, all persons who desire early retirement and are eligible may make application. The School Board will consider all such requests, but approval of any or all requests will depend on the availability of funds, the number of applicants, and such other factors as the Board, in its sole discretion, may deem important.

**B. ELIGIBILITY CRITERIA**

The plan is available to (full-time) employees who have met the following criteria for eligibility:

- A. The employee has completed a total of 10 years of full-time service (or the equivalent years of part time) to the Jamestown Public School District. Full-time is defined as service in a qualified position designated as full-time by the district and which provides a full-time rate of compensation per the district's salary plan for the position. Full-time service must also meet the criteria for a full year of service is defined by the district and the North Dakota Teachers' Fund For Retirement (TFFR). (Part time is defined to mean half-time or more. Years of service are not required to be continuous years of service. Five of the ten years of service must be continuous, full-time service immediately preceding the date of retirement.)
  
- B. The employee has attained the earliest occurring of the following eligibility standards of the Teacher's Fund For Retirement of North Dakota for a normal (unreduced) service retirement.
  - 1. The employee has a combined age and years of credited service equal to 85 and at least 5 years of teaching credit.
  
  - 2. The employee is 65 years of age and at least 5 years of teaching credit.

The employee must submit written verification of the years of creditable service from the Teacher's Fund For Retirement, effective on the date of retirement from Jamestown Public School District to document that the employee meets one of the two eligibility standards to normal service retirement.

- 3. To be valid, all eligibility provisions to participate in the early retirement plan must be met on or before the effective date of retirement from the Jamestown Public Schools.

The employee shall notify the district in writing of his/her intention of retiring no later than December 15 (revised 2005-2006) immediately prior to the year retirement begins.

Employees who elect to avail themselves of this policy are personally responsible for determining what affect early retirement will have on their coverage under TFFR, Social Security, and any other programs for which they may be eligible.

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.

Employees terminating employment due to a disability are not eligible for any early retirement payment under the provisions of this policy, unless contracted prior to incurring the disability.

**C. INCENTIVE FOR EARLY RETIREMENT**

The formula for computing the incentive amount shall be as follows:

$$\frac{\text{Years of Service District}}{\text{Final Contract Amount}} \times \$ \text{Incentive Amount} = \$ \text{Reduction Factor (Schedule \%)} \times \text{Amount Employee Receives}$$

The percentage granted for years of service in Jamestown Public Schools will be as follows: 80% for 10 years of service; 85% for 11-15 years of service; 90% for 16-20 years of service; 95% for 21-29 years of service; 100% for 30 or more years of service.

Years of service shall be (full-time) service as defined under the eligibility criteria #1.

Final contract amount is the current annual salary amount a person receives on the district's salary schedule considering years of experience and level of education. The final contract amount used in making early retirement payment calculations shall not include amounts paid for extra duty assignments and/or summer employment.

**D. REDUCING FACTOR: YEAR OF ELIGIBILITY AND INCENTIVE REDUCTION SCHEDULE**

Year of eligibility is defined as the year (date) when the employee meets the earliest occurring of the two eligibility standards of the Teachers' Fund For Retirement (TFFR) for a normal service retirement (as defined under Eligibility #2). If the employee applies for the Early Retirement Plan after his/her first year of eligibility, the employee will receive a reduced incentive amount, as determined by the following schedule:

YEAR OF RETIREMENT	REDUCING FACTOR
Year of Eligibility	100 % of Incentive
Year of Eligibility + 1	95 % of Incentive
Year of Eligibility + 2	90 % of Incentive
Year of Eligibility + 3	85 % of Incentive
Year of Eligibility + 4	80 % of Incentive
Year of Eligibility + 5	75 % of Incentive
Year of Eligibility + 6	70 % of Incentive
Year of Eligibility + 7	65 % of Incentive
Year of Eligibility + 8	60 % of Incentive
Year of Eligibility + 9	0 % of Incentive

The Early Retirement pay will be paid by the school district to the retiring employee as follows:

1. The school district shall make non elective early retirement employer contributions into a 403(b) account(s) of the employee choice provided that no employer 403 (b) contributions shall cause the applicable contribution limits to be exceeded for the tax year.

2. The school district's annual contribution into the retiree's 403(b) account must not exceed the IRS contribution limit. If the amount calculated in #1 exceeds the available limits in the year of separation, the school district will make a contribution up to the IRS maximum into the retiree's 403(b) account in the following year(s).
3. Contributions shall be made around July 20 of the year early retirement is effective and around January 20 of the following years until the contribution limit has been met. (revised 2002-2003)

***E. PROCEDURE, APPLICATION, AGREEMENT AND PAYMENT SCHEDULE***

The administration shall prepare application and agreement forms, a procedure, and a payment schedule for Board approval. The procedure shall include:

1. Specific reference to ADEA rights or claims.
2. A length of time that is at least 21 days in which the employee may consider the availability of the incentive before making application.
3. A statement of the employee's right to revoke the agreement within 7 days of signing it.

The application form and agreement shall include:

1. A waiver of all rights to a continuing contract and all fringes and benefits and a statement that this waiver applies only to rights or claims arising on or before the date the agreement is executed.
2. Advice to consult with an attorney prior to execution of the application and agreement.
3. Notice of the employee's right to revoke the agreement within 7 days of signing it.