

**BOWMAN COUNTY SCHOOL DISTRICT #1**

**MASTER CONTRACT**

**TWO YEARS**

**2024-2025 & 2025-2026**

## MASTER CONTRACT

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**BOWMAN COUNTY SCHOOL DISTRICT #1****MASTER CONTRACT****2024-2025 & 2025-2026****Article I. Basic Salary Schedule**

- A. See attached salary schedule.

The basic salary schedule is paid for classroom contact days, parent-teacher conference days, holidays, and PLC/in-service days to total 183 days. The normal load further consists of a daily minimum of one duty-free preparation period for all teachers.

- C. Compensation Adjustment: \$950 for year one (2024-2025),  $\$44,250 + \$950 = \$45,200$ .  
\$950 for year two (2025-2026),  $\$45,200 + \$950 = \$46,150$

**Article II. Fringe Benefits**

- A. Fringe benefits include paid time off, social security, dental, disability/life and major medical insurance. Emergency and professional leave are also available, but at the discretion of the administration. The Bowman County School District will make available medical insurance to employees. The Bowman County School District employees enrolled in the plan will review and bring forth recommendations regarding the medical plan to be selected. The School District Board will make final determination of the primary insurance to be selected for the school district. The School District will pay 100% of a single health insurance premium or apply that value to the employee's choice of single + dependent or a family plan. Dental insurance premium for single and family coverage will be paid by the School District. Long term disability/life insurance (up to \$12,500.00) will be provided to each employee. Policy premium is to be based on current year's salary. Each teacher will be bonded up to \$2,000,000.00 for individual liability insurance. The Bowman County School District also offers access to voluntary benefits of 403b retirement, vision care, Aflac, Healthcare Flexible Spending Accounts & Dependent Care Flexible Spending Accounts.

- B. TFFR Member and Employer Contributions; The Bowman County School District will pay a combined rate of 20.5% (member share 7.75% + employer share 12.75%) and member (teacher) contribution rate of 4% will be paid by teacher.

**C. Co-Curricular Competitive Activities Pay Plan**

Head Coach Positions	\$325/week
Assistant Coach Positions	\$225 week
JH Coach Positions	\$191/week

**Competitive Pay Plan Will Include the Following Positions:**

Cross Country	Track
Football	Golf
Volleyball	Speech
Boys Basketball	Girls Basketball
Wrestling	

For each year of Bowman County experience a head coach will receive \$12/week.  
 For each year of Bowman County experience an assistant coach will receive \$8/week.  
 For each year of Bowman County experience a Jr High coach will receive \$6/week.

Coaches will be paid for the amount of weeks within season as defined by the North Dakota High School Activities Association. Pay will begin on the first day of practice and end when team is done competing for the season.

**C.1 Co-Curricular Non-Competitive Activities Pay**

% of current base: \$44,250 (2023-2024)

**C.2** Co-curricular steps will be given for continuous service for non-competitive activities. The only exceptions are approved sabbaticals, although consideration may be given in special circumstances. Sideways (moving from an assistant in one sport to an assistant in another) is acceptable. The value of the step for 12%-16% will be \$60 and all others will be \$20. Steps will be recognized in the current school year for service in the prior school year.

Co-Activities Directors (15% each)	30%
High School Music Director	13%
FBLA	10%
FFA	10%
FCCLA	10%
Science Olympiad	9%
1-Act Play (Competitive)	8%
Concessions Director	8%
Yearbook	8%
3-Act Play	7%
Cognia	6%
Elementary Student Council	6%
High School Cheerleaders	6%
Pep Club	6%
SPC	6%
Student Council	6%
Elementary Music Director	5%
Homecoming Advisor	5%
Honor Society Advisor	5%
Junior High Cheerleaders	5%
Junior Class Advisor	5%
Math Meet Coach	5%
Prom	5%
Science Fair	5%
After School Weight Room Supervisors	\$20 per day
(AD will set up work & payment schedule)	

If duties are shared then the percentage will use this formula:  $(a + \frac{1}{2} a)/2$

Example  $6\% + 3\% = 9\% = 4.5\%$  for each advisor

**C.3** Free single or family activity passes shall be available to all employees.

**Article III. Other Personnel Matters**

**A.** A newly hired teacher to the Bowman County School District will be allowed to bring in his/her years of experience not to exceed his/her actual years of experience at the



discretion of the administration and /or School Board.

- B. Teachers will perform reasonable extra duties upon assignment. No teacher will have more than two co-curricular duties without the approval of the teacher.
- C. There will be two aides provided for the noon recess duty. The morning and afternoon recess duties will be the responsibility of two teachers per recess, with no aides. The entire certified teaching staff will have a duty free lunch unless agreed upon by an individual staff member. One Rhame campus certified teacher will receive 1 free lunch per day for lunch supervision.

**D. Paid Time Off (PTO) and Accumulated Sick Leave Payout for Continuing Employees**

Teachers shall receive thirteen days Paid Time Off (PTO) per year. PTO shall be used for all types of leave (i.e. personal leave, sick leave, vacation, bereavement). Unused PTO days at the end of the contract year can be paid out at a rate of \$100 per day by notifying the Business Manager by the last day of school or unused PTO will be moved to the employees' individual sick leave.

At the end of the 2023-2024 school year, employees will have a one-time option to be paid at ½ the current daily rate for any accumulated personal leave or the accumulated personal leave will be converted to accumulated sick leave. Employee must notify the Business Manager by June 1, 2024.

For teachers that are not full-time, PTO days will be prorated based on their full-time equivalency.

A teacher will be paid for all accumulated sick leave in excess of sixty days. This option can only be exercised the first day of school by a teacher under contract with Bowman County School District at that time. Payment will be made in August. Payment will be determined at the rate of 1/2 day's pay at the previous year's salary rate.

**E. Maternity/Paternity Leave**

A teacher may use up to 12 consecutive weeks of sick leave for arrival of child as required by FMLA. The teacher will notify their superintendent/building principal of his or her desire to take leave 30 days prior to the date the leave begins. An exception to this is in case of emergency. A five consecutive day paid maternity/paternity leave will be granted to the teacher requesting leave. The remaining part of the leave will be charged to the teachers PTO or sick leave. After the paid leave time has been used up, the teacher will be considered on leave of absence without pay. This leave will in no way deprive teacher of earned leave, seniority, and insurance benefits. Upon returning, the teacher has the same re-employment rights as a teacher that returns from sick leave.

**F. Accumulated Sick Leave Payout upon Separation**

Compensation for accumulated sick leave will be granted to all certified/licensed instructors who have worked for the Rhame, Bowman, Bowman County School District seven (7) years or more who leave the School District due to resignation, reduction in force or death according to the following guideline: The payment for accumulated sick leave will be \$50 per day, not to exceed \$3,000.

If a teacher breaks a signed contract, they will not be eligible to receive payment for any unused PTO or accumulated sick leave.

Any teacher that is eligible for retirement from the Bowman County School District, will be reimbursed at  $\frac{1}{2}$  the current daily rate to a maximum of sixty sick days for their accumulated sick leave.

G. **Sabbatical Leave**

Sabbatical leave may be granted to teachers under the following conditions:

1. A teacher must have a minimum of three (3) years experience with the Bowman County School District.
2. Eligible teachers must apply to the Superintendent, and all leaves shall be subject to the approval of the School Board.
3. Sabbatical leave shall be for one academic school year.
4. Teachers on leave will be assured a position in the school system at the conclusion of the leave, but reassignment to the same teaching areas or grade is not guaranteed.
5. Any teacher currently on sabbatical leave must inform the Superintendent by April 1 of their intention to return to teaching for the upcoming school year.

- H. Teachers volunteering as ticket collectors, timers, and scorers at athletic games are to be paid according to the current Activities Director's pay schedule.

I. **Length of Day**

In no case will the total length of the teachers work day exceed 8 hours with the exceptions of in-service workshops, parent-teachers conferences, and other prearranged activities. Teachers should be present 30 minutes before classes begin and 30 minutes after students are dismissed. Administrators will use professional discretion to grant individual permission to leave after 3:15p.m. without docking leave time.

On Fridays and preceding holidays or other non-school days, the teachers work day will end at the close of the student's school day. A day for grades 7-12 is defined as a 7-period day with one preparation period. Elementary K-6 will be guaranteed 300 minutes of preparation time per week. If a Bowman County School Board meeting is scheduled during the work day, the superintendent/ principal will make the arrangements necessary to provide an association representative to attend the meeting.

- J. Professional dues deducted and list of membership dues shall be furnished to business manager no later than the 10<sup>th</sup> of September of each school year.

- K. Teachers who wish to have salary adjustments made because of graduate work completed must submit proof to the Superintendent on or before the first day of school. (Transcript or letter from college stating that the requirements were met will constitute proof.) Such credits must be of graduate hours and have prior written approval from the administration.

- L. Teachers shall be paid on a 12 month basis. The tenth check shall be issued after all required reports and equipment have been turned in at the office, and the school term is completed. Teachers will be paid on the 4<sup>th</sup> business day of June for their last three checks. It will be mandatory to take them on this date. All payments will be made by direct deposit.
- M. When applicable, the School District will hire substitute teachers. Substitute teacher pay for teachers in the system will be the daily rate of base salary per hour when they volunteer their preparation period. When a substitute teacher cannot be found and as a last resort an in-house contracted teacher takes another class, the teacher will be paid the substitute rate of pay in addition to his/her regular pay.
- N. The School District will reimburse mileage for any teacher assigned more than one (1) teaching site. No teacher will lose preparation time driving to or from another site. Approved travel shall be reimbursed at the state rate.
- O. **Reduction-In-Force**  
The Bowman County School Board shall have the sole right to determine the necessity for and scope of a reduction-in-force for reasons including, but not limited to, lack of funds, uncertainty of funds, declining enrollments, or other reason of necessity. This determination shall not be arbitrary or capricious.

In the event of staff reduction, contracts of separated personnel shall be terminated in accordance with present statutes, fair dismissal procedures, and district herein.

The following guidelines shall be applied in numerical order:

1. Attrition, including retirements and resignations, shall be relied on to the extent possible.
2. When attrition is not sufficient to alleviate the necessity for reduction-in-force, then the policy of this district shall be to retain those teachers with the greatest academic adaptability to meet the present and future staffing and educational needs of this School District.
3. When two teachers within the same area of licensure are deemed to be of equal academic adaptability to meet the present and future staffing and educational needs of the School District, then the teacher with the least number of years of teaching experience in former Bowman and Rhame and current Bowman County School Districts will be terminated first.
4. If two or more teachers have the same number of years of experience in the stated systems, the teacher with the least education will be terminated first.

The Bowman County School Board, after receiving recommendations from the administration, shall determine whose position(s) shall be reduced.

Any personnel separated under this provision will be contacted by the Superintendent by certified letter using the last address of record and shall be given first consideration to be rehired if any vacancy occurs for which they are certified or have become certified for a

period of one year. It shall be the sole responsibility of said teacher to provide the School District with a current address. Any teacher who is offered re-employment hereunder and fails to accept the same within fifteen (15) days after it is offered shall be deemed to have rejected said offer.

**P. Liquidated Damages**

The Bowman County School Board shall impose a penalty on any teacher who signed a contract for the following school year and requests a release and is given the release, at the discretion of the School Board. The penalty shall be \$600 until June 15<sup>th</sup> but will not come into effect until after April 15<sup>th</sup>. After June 15<sup>th</sup> the penalty increases to \$1,000.

**Article IV. Grievance Procedure**

**Purpose**

The purpose is to secure equitable solutions to grievances, which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as appropriate throughout the procedure.

**Procedure**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be kept at a minimum. Every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement. In the event a grievance is filed on or after April 1<sup>st</sup> (which if left unresolved until the beginning of the following school year, could result in irreparable harm to the party of interest, the time limits set forth shall be reduced to one-half rounded to the nearest day so that the grievance procedure may be completed prior to the end of the school year or as soon as practical).

**Grievance Steps**

**Level One:** A grievance shall be first discussed with the principal or immediate supervisor of an employee with the intent of resolving the matter informally. However, before an aggrieved employee can move on to Level Two, he/she must first submit to the principal or immediate supervisor a written statement on the grievance form. The principal or immediate supervisor shall have a period of up to 10 working days during which to hold a conference with the grievant. Following the conference, but within 5 working days from the conference, the principal or the immediate supervisor shall provide a written response to the grievant.

**Level Two:** If the grievance is not resolved at Level One within 10 working days after the filed written grievance, the grievant may submit the written grievance to the office of the superintendent. The superintendent or designee shall schedule and hold a conference regarding that grievance within 10 working days of receiving it. Within 5 working days of this meeting, the superintendent or designee shall provide a written response to the grievant.

**Level Three:** If a grievance is not satisfactorily resolved at Level Two within 10 working days after the grievance was filed at Level Two, the grievant may submit the written grievance to the School Board. The School Board shall schedule and hold a conference regarding the grievance within 10 working days of receipt. Within 5 working days of such meeting, the School Board shall provide a written decision to the grievant.

**Rights and Representation**

No reprisals shall be taken against a party of interest or any other participant in the grievance procedure by reason of such participation.

Any party of interest may be represented at all levels by a person(s) of his/her choosing. When any employee is not represented by the Association, the Association shall have the right to be present and to state its views. In all cases where it is present, the Association shall be entitled to receive a copy of any written decisions rendered by the employer.

#### Miscellaneous

If, in the judgment of the Association, the grievance affects a group or class of employees, it may submit such grievance to start/begin at Level Two.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.

The grievant shall be informed at least 5 working days in advance of any scheduled meeting, but may agree to waive such time consideration to expedite the meeting at any earlier date.

The employee shall furnish the Association with such information as is necessary for the processing of the grievance.

Should an employee, or any Association representative, be required by the employer's scheduling to be absent from his/her regular assignment for the completion of this procedure, he/she shall be released without loss of pay or benefits.

All written communications required herein shall be delivered personally or by registered (certified) U. S. mail.

#### **Article V. Duration Clause**

The effective dates of this master agreement shall be from July 1, 2024 to June 30, 2026. Petitioning by a representative organization or the School Board shall occur no later than March 1, 2026 if a representative organization or the School Board wishes to enter into negotiations or the contract becomes automatically renewed.

#### **Article VI. Saving Clause**

Should any article, section, or clause of this master agreement be declared illegal by a court of competent jurisdiction, 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 if not affected by the deleted article, section or clause.

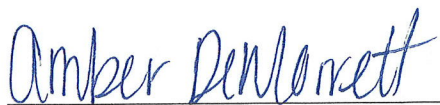
**Article VII. Ratification Statement**

IN WITNESS WHEREOF, signatures of the duly authorized representatives of the Association and the Board indicate that the Bowman County Education Association and the Bowman County School Board have ratified this master contract the 15<sup>th</sup> day of May, 2024.

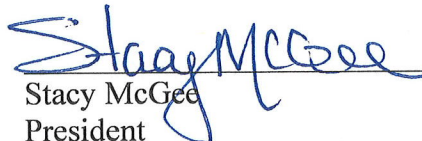
In Witness Thereof:

For the Bowman County Education Assoc.

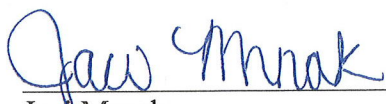
For the Bowman County School Board



Amber DeMorrett  
Educator



Stacy McGee  
President



Jaci Mrnak  
Educator



Debbie Bucholz  
Business Manager



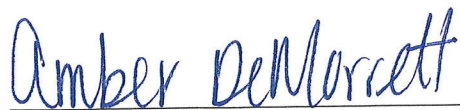
Mia Stafford  
Educator



Ronnie Stewart  
Educator



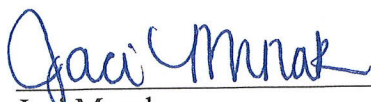
## 2024-2025 Negotiators



Amber DeMorrett  
Educator



Camie Janikowski  
School Board



Jaci Mrnak  
Educator



Trevor Kulseth  
School Board



Mia Stafford  
Educator



Chad Njos  
School Board



Ronnie Stewart  
Educator

## Bowman County School District

2024-2025

## Salary Schedule Final - Base + \$950 &amp; \$150C6 + \$150C7

\$ 44,250 Base + \$ 950 Base Increase = \$ 45,200

	4 Year Deg	Plus 10	Plus 20	Plus 30	Plus 45	Masters	Masters + 15
	1	2	3	4	5	6	7
Column Increase		\$400	\$400	\$400	\$500	\$650	\$650
Column Cumulative Increase		\$400	\$800	\$1,200	\$1,700	\$2,350	\$3,000
Retention/Longevity Increase	\$450	\$500	\$550	\$600	\$650	\$700	\$750

0	\$ 45,200	\$45,600	\$46,000	\$46,400	\$46,900	\$47,550	\$48,200
1	\$45,650	\$46,100	\$46,550	\$47,000	\$47,550	\$48,250	\$48,950
2	\$46,100	\$46,600	\$47,100	\$47,600	\$48,200	\$48,950	\$49,700
3	\$46,550	\$47,100	\$47,650	\$48,200	\$48,850	\$49,650	\$50,450
4	\$47,000	\$47,600	\$48,200	\$48,800	\$49,500	\$50,350	\$51,200
5	\$47,450	\$48,100	\$48,750	\$49,400	\$50,150	\$51,050	\$51,950
6	\$47,900	\$48,600	\$49,300	\$50,000	\$50,800	\$51,750	\$52,700
7	\$48,350	\$49,100	\$49,850	\$50,600	\$51,450	\$52,450	\$53,450
8	\$48,800	\$49,600	\$50,400	\$51,200	\$52,100	\$53,150	\$54,200
9		\$50,100	\$50,950	\$51,800	\$52,750	\$53,850	\$54,950
10		\$50,600	\$51,500	\$52,400	\$53,400	\$54,550	\$55,700
11		\$51,100	\$52,050	\$53,000	\$54,050	\$55,250	\$56,450
12		\$51,600	\$52,600	\$53,600	\$54,700	\$55,950	\$57,200
13		\$52,100	\$53,150	\$54,200	\$55,350	\$56,650	\$57,950
14		\$52,600	\$53,700	\$54,800	\$56,000	\$57,350	\$58,700
15		\$53,100	\$54,250	\$55,400	\$56,650	\$58,050	\$59,450
16					\$57,300	\$58,750	\$60,200
					\$ 650	\$ 800	\$ 800
					Career	Career	Career
					Increment	Increment	Increment
					each year	each year	each year



## Bowman County School District

2025-2026

## Salary Schedule Final - Base + \$950

\$ 45,200 Base + \$ 950 Base Increase = \$ 46,150

	4 Year Deg	Plus 10	Plus 20	Plus 30	Plus 45	Masters	Masters + 15
	1	2	3	4	5	6	7
Column Increase		\$400	\$400	\$400	\$500	\$650	\$650
Column Cumulative Increase		\$400	\$800	\$1,200	\$1,700	\$2,350	\$3,000
Retention/Longevity Increase	\$450	\$500	\$550	\$600	\$650	\$700	\$750

0	\$ 46,150	\$46,550	\$46,950	\$47,350	\$47,850	\$48,500	\$49,150
1	\$46,600	\$47,050	\$47,500	\$47,950	\$48,500	\$49,200	\$49,900
2	\$47,050	\$47,550	\$48,050	\$48,550	\$49,150	\$49,900	\$50,650
3	\$47,500	\$48,050	\$48,600	\$49,150	\$49,800	\$50,600	\$51,400
4	\$47,950	\$48,550	\$49,150	\$49,750	\$50,450	\$51,300	\$52,150
5	\$48,400	\$49,050	\$49,700	\$50,350	\$51,100	\$52,000	\$52,900
6	\$48,850	\$49,550	\$50,250	\$50,950	\$51,750	\$52,700	\$53,650
7	\$49,300	\$50,050	\$50,800	\$51,550	\$52,400	\$53,400	\$54,400
8	\$49,750	\$50,550	\$51,350	\$52,150	\$53,050	\$54,100	\$55,150
9		\$51,050	\$51,900	\$52,750	\$53,700	\$54,800	\$55,900
10		\$51,550	\$52,450	\$53,350	\$54,350	\$55,500	\$56,650
11		\$52,050	\$53,000	\$53,950	\$55,000	\$56,200	\$57,400
12		\$52,550	\$53,550	\$54,550	\$55,650	\$56,900	\$58,150
13		\$53,050	\$54,100	\$55,150	\$56,300	\$57,600	\$58,900
14		\$53,550	\$54,650	\$55,750	\$56,950	\$58,300	\$59,650
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16					\$58,250	\$59,700	\$61,150
					\$ 650	\$ 800	\$ 800
					Career	Career	Career
					Increment	Increment	Increment
					each year	each year	each year

## **Changes to Master Contract for 2023-2024**

1. **Contract Duration:** 2 years, 2024-2025 & 2025-2026 School Years
2. **Compensation Adjustment:** \$950 base increase for year one (2024-2025),  $\$44,250 + \$950 = \$45,200$ . \$950 base increase for year two (2025-2026),  $\$45,200 + \$950 = \$46,150$ . Also \$150 increase to Master, Column 6 & \$150 increase to Masters+15, Column 7.
3. **Article III, Other Personnel Matters, Letter D , E & F**

Replace Sick/Person Leave with Paid Time Off (PTO):

### **Paid Time Off (PTO) and Accumulated Sick Leave Payout for Continuing Employees**

Teachers shall receive thirteen days Paid Time Off (PTO) per year. PTO shall be used for all types of leave (i.e. personal leave, sick leave, vacation, bereavement). Unused PTO days at the end of the contract year can be paid out at a rate of \$100 per day by notifying the Business Manager by the last day of school or unused PTO will be moved to the employees' individual sick leave.

At the end of the 2023-2024 school year, employees will have a one-time option to be paid at  $\frac{1}{2}$  the current daily rate for any accumulated personal leave or the accumulated personal leave will be converted to accumulated sick leave. Employee must notify the Business Manager by June 1, 2024.

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