



## **CONTRACT BETWEEN**

**Fargo Board of Education and  
Fargo Education Association**

**July 1, 2017 – June 30, 2018**



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## **Preamble**

The Board of Education of the Fargo School District, hereinafter referred to as the Board, and the Fargo Education Association, hereinafter referred to as the Association, ended the negotiations process at impasse.

Following the conclusion of the State Fact Finding Commission process, the Board approves this contract for the 2017/18 school year as follows:

## **Article I Recognition**

The Board recognizes the Association as the exclusive bargaining representative for regularly scheduled school term employees employed on an annual contract defined in NDCC 15.1-16-01 as an employee licensed to teach by the education standards and practices board or approved to teach by the education standards and practices board and employed primarily as a classroom teacher. These employees are referenced as teachers in this contract.

## **Article II Negotiation Procedures**

### **Section 1 Meetings**

Meetings between the negotiation units of the Board and Association will commence by January 15<sup>th</sup>, with such meetings to be established by mutual agreement. Requests from the Association spokesperson for meetings will be made to the Board spokesperson. Requests from the Board spokesperson for meetings will be made to the Association spokesperson.

Sites located on school district property will be chosen by mutual agreement.

### **Section 2 Agenda**

The first scheduled meeting will be held for the purpose of establishing ground rules for the negotiations process. Specific topics, with explanation, shall be placed on the table at the second scheduled meeting. Additional topics, with explanation, may be placed on the table after the second meeting only by agreement.

### **Section 3 Agreement**

As agreements are reached between the parties, they shall be reduced to writing, and initialed, certifying tentative approval by the negotiators of the Board and the Association bargaining units. Following completion of negotiations, all agreements shall be subject to the approval of the Board and the Association.

### **Section 4 Resolution of Issues**

A single mediator may be used to assist in the resolution of issues before impasse is declared. The selection of the mediator will be by mutual agreement. Costs of this phase of mediation will be borne equally by both parties.

### **Section 5 Impasse Procedures**

An impasse may occur when, after a reasonable period of negotiations, the parties are deadlocked on all unresolved agenda topics.

## **Section 6 Timetable**

If the impasse is declared, the matter will be submitted to a mediation board within 20 days after the written request of either party to the other.

## **Section 7 Mediation**

Within ten days after the declared impasse, the Board will name one advisor, and the Association will name another. A third member who shall be the chairperson will be named by the two appointed mediation board members. All members shall be residents of the Fargo Public School District. Fargo Public Schools board members and employees of Fargo Public Schools are not eligible to serve as members of the mediation panel.

In the event that the mediation board chairperson is not selected by the two appointed mediation board members within 20 days after the declared impasse, the mediation board chairperson will be appointed by the senior resident judge, Cass County District Court.

Within 15 days of the appointment of the final advisor, the mediation board shall submit its written recommendations to the parties. These recommendations shall be made public.

The compensation and other expenses of the chairperson of the mediation board shall be borne equally by the Board and the Association. All other expenses of the impasse proceedings, unless otherwise agreed upon, shall be paid by the party incurring them.

## **Article III Grievance Procedure**

- A. Purpose - To enable teachers to express a complaint about the administration of this Agreement with the assurance that the complaint will receive prompt attention by persons who can remedy it if necessary.
- B. Definition of Grievance - Any disagreement regarding the interpretation or application of a specific provision of this Agreement.
- C. Procedure - Any party to the grievance may be represented during any step of the grievance procedures by any person or agent designated by such party to act in his behalf.

### **Level One**

An informal meeting shall be held between the teacher and the principal, in an attempt to settle the matter.

If the matter is not resolved, the grievance shall be presented in writing by the teacher to the principal within forty (40) calendar days after the facts upon which the grievance is based first occurred or first became known. The written grievance shall contain the date the alleged violation took place, a precise statement of the nature of the grievance, the article or provision of the agreement allegedly violated, the remedy requested, and the signature of the aggrieved person.

The principal shall give a written answer within ten (10) calendar days of the time the grievance was presented to the principal in writing.

### **Level Two**

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, the grievant may file the grievance in writing with the Superintendent of Fargo Public Schools; hereinafter referred to as the Superintendent. The grievance must be filed within ten (10) calendar days after the receipt of the response from the principal.

Within ten (10) calendar days after receipt of the written grievance by the Superintendent, the Superintendent and/or proper assistant may meet with the aggrieved person in an effort to resolve the grievance. The Superintendent and/or proper assistant shall render a decision in writing to the grievant within ten (10) calendar days after meeting with the aggrieved person.

**Level Three**

If the aggrieved person is not satisfied with the Superintendent's disposition of the grievance, the grievant may within twenty (20) calendar days after receipt of the Superintendent's disposition, file the grievance in writing with the Board of Education.

Within twenty (20) calendar days after submission of the written grievance, the grievant may request and be granted a meeting with the Board of Education for the purpose of discussing the grievance. The Board shall render a decision in writing within twenty (20) calendar days after submission of the grievance to the Board of Education.

**Level Four**

If the grievance is not satisfactorily resolved within twenty (20) working days after the grievant filed a grievance at Level three, the grievant may submit the grievance to the Association and request submission to non-binding arbitration. The Association shall within twenty (20) working days submit the grievance to non-binding arbitration at their cost, or return it to the grievant who may submit the grievance to non-binding arbitration at his/her cost.

The arbitrator will be selected from the North Dakota Alternative Dispute Resolution Neutral roster as published by the State Court Administrators Office.

- D. Grievances involving more than one supervisor and grievances involving an administrator above the building level may be filed at Level Two. The time limits for these grievances will be twenty (20) calendar days for meeting purposes and fifteen (15) calendar days for the written decision.
- E. Level One and/or Level Two of the procedure may be bypassed provided that the Superintendent agrees, and the grievance brought directly to the next level.
- F. The number of days indicated at each level are maximum time limits. A reasonable effort shall be made to expedite the process.
- G. When hearings and conferences under this procedure are held during school hours, at the option of the Board or administration, all employees whose presence is required shall be excused without loss of pay for that purpose.
- H. All documents, communications, and records dealing with the processing of the grievance will be filed separately from the personnel files of the participants.

**Article IV Rights of Teachers**

**Section 1 Required Meetings**

Whenever a teacher is required to appear before the Board or an administrator for any reason that could adversely affect the teacher's position, the teacher shall be notified, in advance, via email or written letter. The written notification will include the reason for the meeting and the teacher's right to representation at the meeting.

## **Section 2 Student Grading**

No grades or evaluations shall be changed without the knowledge of the teacher. If a grade or evaluation is changed over the teacher's objection, the supervisor making the change will state in writing and place a copy in the teacher's district office personnel file. A copy will also be sent to the teacher.

## **Section 3 Student Retention or Promotion**

If a student is retained or promoted over a teacher's objections, the supervisor making the decision will so state in writing and place a copy in the teacher's official personnel file and the administrator's official personnel file. A copy will also be sent to the teacher.

## **Section 4 Political Activities Leave**

A teacher, upon request, shall be granted a leave without pay of not more than a semester, unless otherwise agreed to by the Superintendent, for the purpose of campaigning or for serving in a public office. No request for leave will be necessary when such activity does not interfere with a teaching contract.

The teacher shall make request for political activities leave prior to an announcement to campaign or to serve in a public office in which the teacher would be required to be absent from an assigned position.

# **Article V Teacher Employment Conditions**

## **Section 1 Credit for Experience**

- A. Newly employed teachers will receive the equivalent year's credit for each year of experience. The experience granted will be equal to the FTE experience for each year worked. This credit will be granted if, in the judgment of the Superintendent, the teaching experience has been appropriate to the position which has been offered. For example, teaching experience at the secondary level may not be appropriate if the applicant is being considered for an elementary position.

Placement on the salary schedule beginning with the 2017-18 contract year will be accomplished in the following manner:

1. Beginning teachers with no experience will be placed on Step 1.
  2. Experienced teachers new to the district, or with past experience with the district, will be placed on the step based on the actual number of years of experience as of June 30, 2017, granted under the guidelines of Section 1. (As an example, an experienced teacher who has been granted three years of experience will be placed on Step 3 of the salary schedule.)
  3. Teachers cannot be placed any higher than the highest step of the appropriate lane on the salary schedule.
- B. The Superintendent or his/her designee may evaluate work experience outside the field of education and grant schedule credit in the same manner as permitted for school teaching experience. Teachers may be granted up to two years of schedule credit for military experience.

## **Section 2 Determination of Salary Increase**

- A. It is the responsibility of the principal to insure that the teacher understands what constitutes an acceptable level of performance and to advise a teacher when work is below this level. Such advice will be in writing. The teacher shall be made aware of deficiencies by February 1, in order that the teacher may have an opportunity to raise performance to an acceptable level.

- B. If a principal, on or before March 15, determines that the quality of the teacher's service does not justify a salary increase and the Superintendent concurs with this report, a salary increase will be denied.

**Section 3 Salary Adjustments for Additional Training**

Teachers who have earned salary adjustments due to increased amount of college training may request such adjustment by October 15<sup>th</sup> and February 15<sup>th</sup>. Prior to August 15<sup>th</sup> and December 20<sup>th</sup>, respectively, course work must have been completed. Such request must be accompanied by an official transcript certifying completion of previously approved college course work. The salary adjustments submitted will be made retroactive to the first working day of the school year if the request is submitted by October 15<sup>th</sup>, and to the first working day of January if the request is submitted by February 15<sup>th</sup>. Salary lane adjustments submitted between those dates will be effective on the latter of the two dates. No salary lane change will be made effective prior to the current fiscal year. Salary lane adjustments submitted after February 15<sup>th</sup> will be effective the first working day of the following school year.

Credits for clinics, workshops and other in-service training modes which have dates that do not coincide with the two dates specified above must be authorized by the in-service instructor. This authorization will include a statement that the individual has completed the workshop and that credit has been awarded. The salary lane adjustment for clinics, workshops, etc., will be made retroactive to the first working day of the school year for work completed prior to August 15<sup>th</sup>, or the first working day of January for course work completed prior to December 20<sup>th</sup>, provided completion of the necessary requirements and receipt of the statement by the instructor has been received.

**Section 4 Part-time Contracts**

- A. Teachers who are employed at the junior and senior high level on a less than full-time basis will be paid by the following formula:

Number of Class Assignments	Lesson Preparation Periods	Percentage of Annual Salary
1	½	20%
2	1	40%
3	1	60%
4	2	80%

- B. Teachers with more than one class assignment will be assigned lesson preparation periods according to the above schedule. Resource Center assignments will also be made as appropriate to the school schedule.
- C. Teachers who are employed at the elementary level on a less than full-time basis will receive a prorated salary.
- D. Teachers on a less than full-time basis are expected to share in the assignments of extra duties and extra-curricular activities.
- E. Unless specified in this contract, benefits and leaves for teachers employed less than full time will be prorated to their percentage of employment. All employees under contract for the 1998-99 school year who are presently working and receiving a full benefit package, will not have their benefit package reduced unless the employee requests a contract which is less than their current contract. If the request for reduced employment is related to a medical situation involving the teacher or the teacher's immediate family, the teacher may request continuation of benefits at the level that existed at the time of the request. The request must be made in writing, include the reason for the request, and shall be considered annually. The Superintendent shall have the authority to grant this request.

## **Article VI Teacher Assignment**

### **Section 1 Notification of Teaching Schedule**

All teachers employed by the system shall be given written notice of their schedules, class, subject or building assignment as soon as possible. When projected enrollment data available in the spring indicates that a teacher will need to be reassigned through an involuntary transfer under AP 5120, they will be notified by May 15. This does not imply that schedules, class, subject or building assignment changes will not be made at a later date, although teachers will be notified of any changes as soon as possible. Policy 5120 will not be changed until the contemplated changes have been discussed with the FEA President.

### **Section 2 Overload Assignment**

An overload assignment can be defined as 1) a secondary or middle level teaching assignment of a sixth, graded course; 2) the elementary assignment of a multi-grade combination class; or 3) additional section assignments for elementary art, physical education, or music teachers. Teachers teaching an overload, as defined in number 1 and 2, will be entitled to additional compensation equal to 20% of their regular contract amount on the salary schedule prorated to the length of the teacher assignment. Teachers teaching an overload as defined in number 3 will be entitled to additional compensation calculated based on number of additional sections. The calculations for these overloads are referenced in Appendix iii.

### **Section 3 Notification of Vacancies**

Notices will be posted in each school and electronically through the District's online application system when teaching and administration vacancies are determined to exist by the Superintendent. During the summer vacation period notices will be available in the Human Resources Office.

### **Section 4 Travel**

Car allowance to teachers who are required to use their private autos in their assigned responsibilities will be based on the following criteria:

- A. The travel does not include travel from home to building of the assignment and the subsequent return.
- B. No travel pay for teachers who travel between Washington Elementary and North High School.
- C. Car allowance shall be equal to the IRS allowable mileage deduction for employees who are required to use their cars for the assigned responsibilities. This mileage will be adjusted in July and January to the IRS rate in effect on July 1st and January 1st. The July rate will remain in effect for all reimbursement requests submitted from July through December. The January rate will remain in effect for all reimbursement requests submitted from January through June. Requests for reimbursement should be submitted at the end of December and at the end of June.
- D. Car allowance payments for the use of private autos shall be made monthly upon receipt of approved travel schedule.

### **Section 5 Secondary Liability and Property Damage Insurance Coverage**

The Board of Education will provide secondary liability and property damage insurance protection for teachers for authorized school district business in accordance with Chapter 32 - 12.1 NDCC.

## **Section 6 Elementary Preparation and Planning Time**

- A. Music, physical education and art lesson periods are considered preparation and planning time for elementary classroom teachers.
- B. All non-classroom elementary teachers (e.g. music, art, physical education, special education, librarians, reading/math specialists, speech pathologists) shall be provided with relief and preparation time on the same basis as classroom elementary teachers.

## **Article VII Teaching Load and Class Size**

The Board will attempt to observe, within reasonable limits, teaching load and class size averages appropriate for the grade level and subject taught as defined by the Long Range Facility Plan. The policy on "Resolving Class Size Issues" shall not be changed until the contemplated changes have been discussed with the president of the Association. Policy 4900 will not be changed until the contemplated changes have been discussed with the FEA President.

## **Article VIII Teacher Evaluation**

The policy for evaluating teacher performance shall not be changed until the contemplated changes have been discussed with the president of the Association.

Following electronic and/or written data provided by the teacher and his/her evaluator, and following a discussion between the teacher and his/her evaluator, copies of the teacher's evaluation in reference to individual performance will be made available to the teacher evaluated. Policy 5130 will not be changed until the contemplated changes have been discussed with the FEA President.

## **Article IX Salary**

### **Section 1 Schedule**

The basic salaries to teachers covered by this Agreement are set forth in Appendix i, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

- A. A percentage of each and all contracted teachers' salary as defined by the assessment section of 15-39 will be reduced and sheltered in compliance with 15-39.1-09 NDCC. This agreement is based on Model 1 of the Teachers' Fund for Retirement Plan.

If any conditions of the tax shelter program are changed by regulation, court decision, or other means, the Board and the Association will meet and confer regarding the new conditions.

Any tax shelter program must meet the regulations of the State Retirement Board.

- B. All teachers as identified in Article 1 will be placed on the salary schedule based upon the following:
  - 1. For returning teachers the placement step will be determined by the step they were on at the end of the 2016-17 school year.
  - 2. For newly hired teachers the placement step will be determined as per Article V Section 1.
  - 3. For those teachers covered under Article V, Section 2 and those teachers covered under Article XXI, Section 4, salary, will be paid according to the language of those specific Sections.

## **Section 2 Extended Time**

Teachers working additional non-contract days for assignments including but not limited to kindergarten student assessment, counseling of students, and library preparation and closeout, will be paid at their prorated daily rate determined by dividing their regular contract amount by number of days in the contract as defined in Article X. These assignments must be approved in advance by the Superintendent or his designee.

## **Section 3 Part-Time Teachers Returning for Mandated Meetings**

Teachers with a contract that is less than full time will be compensated for mandated activities that require attendance at those activities that occur outside their regular work day, but within the context of the regular full time day.

## **Section 4 National Board Certification**

The District will pay an additional \$1,000 to teachers annually that have achieved and retained National Board Certification or American Speech/Language/Hearing Association (ASHA) Certification of Clinical Competence (CCC).

## **Section 5 Middle Level Endorsement**

Teachers who have received a middle level endorsement on their Certificate and are teaching in a middle school assignment will receive a one-time \$500 payment.

## **Section 6 Other Instructional Salaries**

### **A. Department Heads, Lead Teachers, Subject Area Coordinators and Team Leaders**

1. At the high school level, department heads will provide the department leadership for departments with more than 3.0 FTE staff. Lead teachers will provide this leadership for departments of between 1.5 and 3.0 FTE staff. Responsibilities of these positions will be defined in a job description developed by the Superintendent or his designee.
2. At the middle school level, two forms of leadership will be implemented. Responsibilities of these positions will be defined in a job description developed by the Superintendent or his designee.
  - i. Subject area coordinators will provide leadership for the various subject areas.
  - ii. Team leaders will provide leadership for each interdisciplinary team.
3. The allocation of funds for this compensation will be based on enrollment. A number equal to one index point for each 25 students in each school as of March 1 will be used to establish each school's allocation.
4. The allocation for each school will equal the school's total index points times the designated amount determined by the Superintendent or his designee.
5. There must be a minimum of three full time teachers in a curricular area before a department head, subject area coordinator, or team leader is appointed. This appointment will be determined annually by the principal.

High school principals may appoint lead teachers on an annual basis for a department at between 1.5 and 3 full time equivalent teachers. Compensation for these lead teachers will be based on the same criteria used for department heads.

6. Salaries will be determined by the Superintendent from monies allocated to each school by the formula. The salaries cannot exceed the building allocation.

B. Council for District Improvement, School Improvement, Curriculum Committee, Assessment Committee, Professional Development Committee, and Standing Study Groups.

1. Teachers on the Fargo Public School's Council for District Improvement, Assessment Committee, Professional Development Committee, Curriculum Committee, and School Improvement will be paid for their services.
2. Teachers on permanent study groups will be paid for their services. At the discretion of the administration, special study committee members may also be eligible for payment.

### **Section 7 Summer School/Curriculum Writing**

Teachers employed for curriculum writing or summer school teaching will be paid an hourly rate per attached Appendix ii. Their placement on the summer school salary schedule will be determined as follows:

- A. For returning teachers, their placement years will be determined by the number of years of service they have completed as of June 30, 2017.
- B. For newly hired teachers, their placement years will be determined as per Article V, Section 1.

### **Section 8 Method of Payment**

Monthly salary checks shall be distributed on the fifteenth of each month beginning in September and ending with June. If the fifteenth of a given month falls on Saturday, that check will be delivered on the preceding Friday. If the fifteenth of a given month falls on Sunday, that check will be delivered on the following Monday.

A teacher will have the option of receiving his/her salary in ten or twelve equal payments. All payroll deductions, which are elective with the teachers, will be based on 10 months beginning with the September check, but a sufficient amount will be deducted to cover twelve months of insurance coverage.

### **Section 9 Pay Deductions**

Deductions for the 2017-18 school year for teachers, for daily absences not covered by the provisions in the Agreement shall be made at the rate of one-one hundred ninety-one ( 1/191) of the contracted salary. Teachers contracted for a period of time less than those days stated in Article XII will have deductions for daily absences prorated upon the number of days contracted.

## **Article X Work Year**

The 2017-18 work year will be 191 days. The work years will include Labor Day, Veterans' Day, Thanksgiving Day, Good Friday, and Memorial Day as paid holidays.

The proposed calendars shall be discussed with the president of the Association prior to submission to the Board of Education for adoption. Following adoption, the calendar shall not be changed without having first discussed the contemplated change with the president of the Association unless the change is required by law, state department regulation, or court decision. Policy 4110 will not be changed until the contemplated changes have been discussed with the FEA President.

Teachers will have a minimum of eight (8) hours of professional practice before the first day of classes. Middle school and high school teachers will have a minimum of four (4) hours of professional practice the day after semester one ends in the school calendar. Elementary teachers will have four (4) hours of professional practice before spring parent-teacher conferences in the school calendar.

## **Article XI Leave System**

### **Section 1 Leave Days**

- A. Full-time teachers on an annual contract for the work year will be entitled to 12 days of sick leave each year with unlimited accumulation beginning in 2011-2012. Part-time certified teachers will receive a prorated number of days each year beginning in 2011-2012, also with unlimited accumulation. A pro-rata adjustment of accumulated sick leave credit will occur for any contract days not fulfilled due to early termination of employment or for days taken under a leave of absence or leave without pay.
- B. Three (3) days of personal leave will be granted to each teacher employed one-half time or more. Teachers may carry over a total of three (3) days, holding a maximum of six (6) accumulated days. The individual teacher may elect to receive a payment in an amount equal to one contract day at their current salary step for each personal leave day accumulated, prorated to the teacher's percentage of employment. Refer to Section 2.f. of this Article.
- C. Teachers working half-time or more will accrue two (2) days of emergency leave per year. Teachers working less than half of the annual employment period shall receive one-half of the allotted emergency leave. Emergency leave will accumulate to a maximum of twelve (12) days.
- D. Teachers who are unable to complete a regular contract year because of serious injury or illness are not eligible for additional sick leave credit in a new contract year until a medical doctor certifies they are able to return to work.
- E. Teachers who have completed one full year of service with Fargo Public Schools, that have less than 30 days of sick leave accumulated, may borrow from next year's allocated leave credits in the event of the birth or adoption of a child. The maximum amount they are allowed to borrow is two sick, two emergency and three personal leave days, or the difference between 30 days and their accumulated sick leave days, whichever is less. Teachers that do borrow sick leave days in advance are liable for repayment of the advanced amount in the event that their employment with the district terminates prior to the completion of the following year of service.
- F. Teachers may request medical leave under Article XVII when their sick leave is used up.
- G. Each day of leave used in excess of a teacher's accumulated leave days shall result in a salary reduction equal to the individual's daily rate of pay.

### **Section 2 Using Leave**

- A. Teachers may use sick leave days if they are suffering from an injury or illness. The maximum days of sick leave that can be used for any one disability is limited to the number of workdays that must be missed prior to the start date of the disability coverage provided by the Board.
- B. Teachers may use sick leave days to care for a sick or injured spouse, parent (natural or step), child (natural, adopted, foster, stepchild or guardianship), domestic partner, or any relative permanently residing in their household.
- C. Teachers must furnish a medical certificate signed by a medical professional when such certificate is requested by the HR Department.
- D. Accumulated sick leave earned prior to 2011-2012 must be used for sick leave first, if available.
- E. Teachers may use emergency leave days in the event of an' emergency not covered by paragraph a. or b. of this section or by Article XIX. Approval of leave for emergency purposes must be obtained from the Human Resources Department.

- F. Teachers may use personal leave days for personal reasons not related to illness, injury or emergencies, subject to the following procedures and limitations;

Teachers may use personal leave days for personal reasons if approved by the district's online personal leave system or their principal or supervisor to the Director of Human Resources at least 5 days in advance of such anticipated leave. Approval of absence for personal leave will be subject to the availability of a substitute and will be limited to a maximum of 15 individual elementary teachers and 15 individual secondary teachers on any one school day except during the month of May when the limit will be 10 for elementary and 10 for secondary. For work days that meet the maximum 15 allowed personal leaves, the Human Resources Department will determine the number of individuals requiring subs. If the number of individuals requiring subs is less than 15, then up to three (3) additional personal leaves will be granted for teachers requiring subs, at the discretion of the Human Resources Department. The maximum number of days allowed during the month of May will be 13 for elementary and 13 for secondary, with three (3) of those days at each level granted at the discretion of the Human Resources Department.

1. Personal leave may not be used during the first 5 and last 5 days of each school term without approval of the Superintendent.
2. A teacher whose request for personal leave has not been approved due to the above stated rules can submit a waiver of the rules request to the Superintendent for his/her consideration and possible approval.

- G. A teacher who is anticipating a leave due to the birth or adoption of a child shall submit a written notification to the Director of Human Resources at least 60 days prior to the proposed commencement of the leave period. Such leave will be granted for a period of time so as to permit the teacher to return to work in accordance with the Family Medical Leave Act guidelines.

### **Section 3 Leave Buy-outs**

- A. Administrative Policy 5452 will continue to govern the treatment of accumulated sick leave earned prior to 2011-2012, upon separation from service with the District.
- B. Teachers that have an accumulated sick leave bank of at least sixty-five (65) days may elect to sell back some or all of their next year's leave credit days. Teachers who elect to sell back their following year's sick leave days will receive 50% of their current daily salary per day sold. To exercise this option, teachers must notify the district office that they are making an irrevocable election to do so 30 days prior to the start of the new school year. The payment for the sick leave days that are being sold back to the District will be made the following January. Accumulated leave earned prior to 2011-2012 will not be eligible for selling, but those days can be counted toward the sixty-five (65) day minimum.
- C. Teachers with fifteen (15) years of continuous service to Fargo Public Schools will be eligible for a separation of service buy-out of all sick leave accumulated after 2010-2011 at 50% of their current daily salary per day. Approved leaves of absence and unrequested leaves do not constitute a break in service for the purpose of this section.
- D. In the event of the death of an eligible teacher, the deceased's beneficiary will be eligible for the buy-out.
- E. Teachers that leave the district due to cause nonrenewal or discharge will not be eligible for the separation of service buy-out. Teachers that leave the district due to reduction in force or personal reasons will be eligible for the separation of service buy-out, if they meet the service requirement indicated in Section 3, paragraph c.

#### **Section 4 Leave Bank**

The Board of Education will establish a Leave Bank of 150 days. Teachers needing leave beyond their accumulated total may request leave from the Bank in writing to the Director of Human Resources. The request will be granted or denied by a Leave Committee composed of one teacher appointed by the Fargo Education Association President, one Board member appointed by the Fargo Board of Education President, and one administrator appointed by the Superintendent.

#### **Article XII Health Insurance**

Employees without dependents will be offered single coverage. Employees with qualifying dependents will be offered dependent coverage in accordance with the current health insurance contract provisions. The School District Health Insurance Committee will review the school district health insurance plan design and will meet to make recommendations to the appropriate employee groups and the School Board regarding plan design and premium contributions to the health insurance program. These recommendations by the Health Insurance Committee will be presented for consideration and action each year.

The following special provisions apply to the health insurance program:

- A. Employees whose employment continues from year to year will be offered district group health insurance on a twelve-month basis.
- B. Employees who terminate employment will be provided with district group health insurance protection to the end of the month of termination.
- C. Coverage may be extended under federal statutes.

#### **Article XIII Dental Insurance**

Employees without dependents will be offered single coverage. Employees with qualifying dependents will be offered dependent coverage in accordance with the current dental insurance contract provisions. The School District Health Insurance Committee will review the school district dental insurance plan design and will meet to make recommendations to the appropriate employee groups and the School Board regarding plan design and premium contributions to the dental insurance program. These recommendations by the Health Insurance Committee will be presented for consideration and action each year.

#### **Article XIV Life Insurance**

- A. Each teacher working half-time or more until the end of the contracted year in which they reach 65 shall be provided with \$25,000 of group term life insurance with the option to purchase an additional \$25,000 with additional coverage equal to the principal sum for accidental death and dismemberment. Each teacher under contract over the age of 66 working half-time or more shall have the applicable benefits available in the existing group life insurance coverage.
- B. Coverage will be provided until the end of the month following termination of employment. If school ends prior to June 1, coverage will be extended to June 30. Determination of the carrier and the premium will be made by the Board of Education.

## **Article XV Long Term Disability**

Teachers working half-time or more will be offered a long term disability insurance plan at Board expense based on a waiting period as defined in the LTD contract.

## **Article XVI Insurance Payments**

Teachers who are on a leave of absence approved by the Board for less than a full contract year may pay for their health, dental, and life. The cost will be the full monthly premiums (the employee's and the district's share) of the continued coverage.

Only approved absences in excess of twenty (20) days will fall under this provision. The Board will maintain the coverage for any single absence up to and including twenty (20) days.

## **Article XVII Leave of Absence**

- A. Written applications for educational leave of absence without pay at an institution of higher learning must be submitted to the Superintendent by May 15. Approval for leaves of absence shall be based on the effect of the leave on the best interests of students and the continuity of the instructional program, with particular attention given to establishing appropriate beginning and ending dates.
- B. Applications for leave other than educational leave shall be considered individually upon their merit. Leaves of absence in this category may not exceed one contract year.
- C. A teacher elected to the presidency of the North Dakota United shall be granted a leave of absence without pay for the duration of the term of office. If re-elected to another term, the teacher must apply for another leave of absence. The leave of absence will be coordinated with the school term.
- D. By mutual agreement with the individual teacher, the Board may provide compensation when such leave of absence is of direct benefit to the instructional program. The level of compensation will be negotiated with the individual teacher, but shall not exceed the teacher's placement on the salary schedule.
- E. Teachers on leave of absence shall notify the Superintendent on or before March 15 of their intent to return or not to return to the district.
- F. Sick leave and emergency leave will not accumulate during the leave of absence.
- G. A teacher who becomes ill may request a medical leave without pay. This leave may be granted at the discretion of the Superintendent for a part of one school year, or part of two years, not exceeding the maximum of one calendar year. If the teacher plans to return to service at the beginning of the school year, the Superintendent must be notified in writing on or before April 1 preceding. If circumstances warrant the teacher's return to service during the school year, this will be permitted with Board approval, provided there is a position available at that time which is similar to the original position.

## **Article XVIII Funeral Leave**

In the event of a death of a near relative (wife, husband, father, mother, brother, sister, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, sister-in-law, brother-in-law), each regularly employed teacher is allowed a maximum of five school days without salary reduction to attend the funeral and to make final arrangements.

## **Article XIX Sabbatical Leave**

A professional growth leave of absence for a semester or for a full year on half-pay may be granted to teachers having completed at least seven years of continuous and satisfactory full-time service in the Fargo Public Schools, subject to the following conditions:

- A. Written application must be submitted to the Superintendent by February 1 if a teacher desires a sabbatical leave of one year. If a teacher desires a sabbatical leave of one semester, application must be made one week after the beginning of the semester previous to the one in which he/she desires the leave. Teachers on sabbatical leave shall notify the Superintendent on or before March 15 of their intent to return or not to return to the district.
- B. Request for a sabbatical leave will be considered by the Board if the request meets the following criteria:
  - 1. The Sabbatical program is coordinated by the teacher, the Board of Education, and an institution of higher learning.
  - 2. The sabbatical program is in accordance with the long-range goals of the district.
  - 3. The sabbatical program is designed to enhance the professional growth and development of the teacher in his professional area of preparation.
  - 4. The sabbatical program will prepare the teacher to return to the district with the professional expertise to significantly enhance the instructional program of the district.
- C. Teachers on leave shall not engage in remunerative work except with approval of the Superintendent. Scholarships, fellowships, assistantships, and other grants shall not bar a teacher from the sabbatical leave program.
- D. Each year the Board of Education may approve up to one percent (1%) of the eligible staff for sabbatical leave.
- E. School insurance, sick leave, emergency leave, retirement eligibility, and eligibility for salary increments shall remain in effect and/or continue to accrue. The contractual status of the teacher on leave shall not be affected. Sabbatical leave pay shall be based on the salary schedule in force during the period of the leave.
- F. Payment of the one-half of basic pay will be made under the same provisions as the regular payment schedule. A teacher requesting leave shall indicate whether he/she wants to be paid on a 10 or 12 month basis. Before final approval of the leave is granted by the Board of Education, the teacher shall sign a promissory non-interest-bearing note or furnish a salary recapture bond from a company that is approved by the Board of Education, agreeing to refund the full amount in the event he/she does not complete one full school year after returning.
- G. Unless justified by illness, incapacity, or Board approval, failure of any teacher granted a leave under this policy to devote the entire period of the leave to the purpose for which the leave was granted shall constitute a cause for removal from the teaching service.

- H. Teachers returning from a sabbatical leave shall submit a written report to the Superintendent by July 1 summarizing the benefits derived from the sabbatical and shall agree to give oral reports if requested.
- I. Upon expiration of a sabbatical leave and upon presentation of evidence to the Superintendent showing compliance with the conditions of the leave, the teacher shall be returned to a position for which he/she is qualified.
- J. Any additional benefits granted to regular employees shall automatically apply to teachers on sabbatical leave.

## **Article XX Association Leave**

The Board agrees to grant twelve (12) days of leave per year to be used by the Fargo Education Association. The Association agrees to notify the district no less than 48 hours in advance of the leave. A maximum of six (6) unused days of Association Leave may be carried over into the following contract year. The Superintendent may approve additional days. The FEA will pay the full cost of the substitute for any days approved by the Superintendent beyond the initial 12 days.

## **Article XXI Professional Development**

### **Section 1 Prescribed Educational Development**

- A. Staff members identified by principals and/or supervisors as persons who require professional improvement in a given area may be required to complete a prescribed program of professional improvement at an approved college or program, or through in-service training within a reasonable time.
- B. The prescribed program of professional improvement will be worked out jointly between the staff members and principal and/or supervisor. The principal and/or supervisor will submit a recommendation to the Superintendent for approval or disapproval.
- C. If the prescribed program is not completed successfully, and within the specified time, such failure may be among factors considered in dismissal procedures.
- D. The Board may pay tuition cost only. Travel, materials, and books are the responsibility of the teacher. Such tuition payments apply only to those teachers who require personal professional improvement as identified by the principal or supervisor under Section 1.
- E. Credit hours paid for by the Board will not apply to horizontal movement on the salary schedule. If the individual teacher bears the entire cost, the credit hours may be used for horizontal movement.
- F. This section does not apply to groups of teachers, grade levels, secondary departments, etc. who might all require in-service training in a specific area of learning.

## **Section 2 Guidelines for Horizontal Movement on Salary Schedule**

- A. Courses must be approved in writing if they are to apply to advanced salary schedule lanes unless they are required courses for a previously approved advanced degree in the respective teaching field. Prior to June 1 of the first year of employment, teachers new to the Fargo system may submit courses earned within five years prior to employment in this system. Courses taken for horizontal movement on the salary schedule must be completed at accredited schools.
- B. Credit will be given for individual research under college supervision only if a satisfactory outline has been approved by the Superintendent or his/her designee and credit is assigned by the college. No allowance of credit for the purpose of reclassification shall be made for a course which has been audited.
- C. Effective July 1, 1976, at least fifty percent (50%) of the courses must be at the graduate level for advanced salary schedule lane qualification. However, this requirement may be waived or reduced by the Superintendent.
- D. A minimum of a "C" grade must be earned to receive credit if a grade is given in the course. Pass/fail grades are acceptable for horizontal movement if such a grading method is approved by the college.
- E. If the original BA or MA degree did not meet the required number of education hours to qualify for teacher certification, the hours necessary to meet such certification requirements will not be counted toward eligibility for advanced salary lane status.
- F. Approved college courses earned prior to the attainment of a master's degree, which are not part of the basic master's program, will be credited for lane advancement beyond the master's degree only if earned within four years of the date upon which the master's degree was conferred.

Teachers requesting credit for courses in an approved master's program must submit a copy of the approved program with the request. Course hours, which are listed on an approved program, may not be counted beyond the master's degree salary level.

- G. All approved college credit hours above a BA or MA degree will be calculated in terms of the current salary schedule.
- H. Approval will be considered only for courses in the field of education, or in a teacher's special field of teaching, or in a field of general culture related to the individual's assignment. Equivalency credit hours (travel, publishing, in-service workshops) will not be accepted for horizontal movement on the salary schedule.
- I. The responsibility for providing evidence of training (transcripts, letter of certification, etc.) rests with the individual making application for credit.

## **Section 3 Additional Guidelines for Industrial and Trades and Industry Education Personnel**

- A. Vocationally certified teachers not having a college degree will be placed at the appropriate step in the BA lane of the salary schedule according to the teacher's experience and training, subject to provisions of Article V in the agreement.
- B. Personnel in the industrial and trades and industry education department teaching half-time or more, may bypass the master's degree by applying the following conversion:

BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45
				(BA+60)	(BA+75)	(BA+90)	(BA+105)

- C. Credit for advancement on the salary schedule will be subject to the following provisions:
1. All credits for advancement shall be approved by the Director of Human Resources. Approval will be based on the training/experience as appropriate to the teacher's field of teaching or certification. College courses may be at the undergraduate level.
  2. Industry and state sponsored workshops and training sessions may be used for advancement on the salary schedule. Each fifteen clock hours of training will equal one semester hour of credit. The teacher will be responsible for providing letters and/or certificates to the Human Resources Office. The Director of Human Resources will determine if there is sufficient technology or information new to the teacher to allow credit in cases of duplication of workshops.
  3. Limited work experience credit, appropriate to the teacher's certification, will be granted. One semester hour of credit for each 40 hours of work will be granted. The work experience must involve technology or methods new to the teacher in the area of the teacher's certification or class assignment. The employer must certify and fully describe the technology or methods involved which will constitute no more than one half of the credits necessary for a lane change.

#### **Section 4 Professional Growth - Cycle for Continued Education**

A person must hold a valid North Dakota license issued by the North Dakota Education Standards and Practices Board in order to be permitted or employed to teach in any public school in this state. No teacher is entitled to receive any compensation for the time the teacher teaches in a public school without a license to teach which lawfully is issued and in force in the county in which the school is taught. Prior to receiving a salary for the first month taught in a school district, a teacher must exhibit the teacher's license to the business manager of the school district (NDCC 15.1-13-18 and NDCC 15.1-18). Non-public schools must employ licensed teachers to be approved and in compliance with compulsory attendance laws.

- A. A teacher will be required to complete semester hours according to the North Dakota License renewal requirements stipulated by Education Standards and Practices Board.
- B. Teachers who have achieved a lifetime license will be required to complete four (4) semester hours of transcript credit every five (5) years, or 30 continuing education unities (CEUs) provided by the district every five (5) years.
- C. Failure to meet the cycle requirements shall result in the following penalties:
  1. A teacher not at the top of the salary schedule shall forfeit three (3) percent of the regular teaching salary.
  2. A teacher at the maximum position on the salary schedule shall forfeit two (2) percent for the regular teaching salary.
  3. If the requirements are not completed within one contract year following the implementation of the penalty, the salary shall be frozen at that level and will remain the same until the requirements are completed.
  4. When the requirements are completed, the teacher's salary will be determined by the current salary schedule. No retroactive payments will be made when there is forfeiture of salary.
  5. A record of each teacher's professional and college credits will be maintained in the Human Resources Office and will become a part of the individual teacher's personnel record.
  6. No cumulative credit may be carried forward to the next cycle except four (4) semester credits may be credited to the next cycle if the credits have been earned during a sabbatical leave or leave of absence.

## **Article XXII Payroll Deductions**

Any teacher who is a member of the Association or who has applied for membership may authorize deduction of membership dues in the Association, including the North Dakota United and the National Education Association. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the Board shall deduct an equal and appropriate amount from each of nine (9) checks beginning with the October 15th check.

Should a teacher's employment terminate before final payment is made, the Board will deduct the unpaid portion of Association dues from the teacher's final paycheck upon written notification from the teacher that such deduction is authorized.

Payroll deductions are available for the following:

1. Federal Income Tax
  2. State Income Tax
  3. Social Security
  4. Retirement
  5. Approved insurances
  6. Fargo Public Schools Credit Union
  7. United Way
  8. Association Dues
  9. Tax Shelter Annuities
  10. Fargo Public Schools Foundation
- (See Administrative Policy 5440 for guidelines)

Items 1, 2, 3 and 4 above are subject to legally required deductions. Items 5 through 10 are elective deductions requiring an electronic or written request by the teacher.

## **Article XXIII Recall from Unrequested Leave**

- A. A teacher shall be placed on unrequested leave when the Board of Education determines that program changes, lack of enrollment or financial limitations result in partial or complete removal of the teacher from the active teaching force.
- B. The teacher placed on unrequested leave shall be considered a member of the area or department in which he/she was assigned and shall have reinstatement rights for two (2) years from the teacher's last day of employment.
- C. When a teaching opening occurs, the Board shall contact all qualified teachers on unrequested leave who are certified in, or previously assigned to the department or area in which the opening exists. Teachers with the longest service under contract in the district will be recalled first. No new teacher will be hired if a qualified teacher on unrequested leave is willing and able to assume the position.
- D. To be eligible for recall, a teacher must have two years of full-time in district service. Part-time teachers who would not earn the equivalent of two years of service in four contract years will be eligible for recall at the end of four contract years.

- E. Recalled teachers will be reinstated at their previous step and lane in the current salary schedule, and with no loss to their seniority and fringe benefits.
- F. It is the responsibility of the teacher to contact the Human Resources Office regarding any change of address or phone number.

## **Article XXIV Miscellaneous Provisions**

### **Section 1 Effect of Agreement**

The Board and the Association agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties. The parties, by mutual agreement, may reopen negotiations on any subject of negotiations, and only that subject, during the term of this agreement. The terms and conditions of this agreement may not be altered, changed, added to, deleted from, or modified without the mutual consent of the parties in amendment, written and attached and made part of this Agreement. In addition to the compensation agreed to in this Agreement, the Board of Education, in its sole discretion reserves the right to compensate teachers for responsibilities unrelated to the regular assignment.

### **Section 2 Saving Clause**

Should any article, section, or clause of this 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. If articles, sections and clauses are affected by such changes, negotiations may commence by request of either party to address affected sections. 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.

### **Section 3 Individual Contracts**

Individual contracts shall not be inconsistent with terms and conditions of this Agreement.

### **Section 4 Copies of Agreement**

A copy of this contract Agreement will be available on-line and a paper copy will be provided upon request.

## **Article XXV Duration**

The provisions of this agreement, except for specific exceptions stated within articles shall be effective as of July 1, 2017 and shall continue and remain in full force and effect to and including June 30, 2018, and thereafter for successive periods of one year unless either party on or before the first regularly scheduled negotiations meeting of 2018-2019 shall serve written notice on the other party of the desire to reopen this agreement and to negotiate over the terms of this new agreement. The submission of agenda items on or before the first regularly scheduled meeting will constitute notice of a desire to modify the contracts.

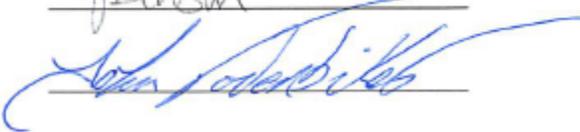
## RATIFICATION

IN WITNESS WHEREOF, signatures of duly authorized representatives of the Board indicates that this Agreement has been ratified by the Fargo Board of Education.

FARGO BOARD OF EDUCATION

  
\_\_\_\_\_  
President

  
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Date of Ratification: August 15, 2017



## Appendix ii

**Fargo Public School District #1  
Summer School Salary Schedule  
2017-2018**

<b>Placement Years</b>	<b>BA</b>	<b>MA</b>
0-2	\$20.72	\$23.37
3-4	\$22.05	\$24.69
5-6	\$23.37	\$26.02
7-9	\$24.69	\$27.33
10 or More	\$26.02	\$28.65

## APPENDIX iii

**Elementary PE/Music Overload:** Every other day schedule

40 minute block per section

7 sections per day = 280 minutes of teaching time per day

280 minutes per day \* 5 days per week = 1,400 teaching minutes per week

**Elementary PE/Music Overload Calculation** = 1 section = 40 minutes \* 2.5 times per week average = 100 minutes per week

1,400 (regular PE/Music minutes per week) + 100 minutes (1 additional section) = 1,500 minutes per week

1,500 minutes/1,400 minutes = 1.07 or 7% overload

**Art Overload:** Once per week schedule

45 minute block per section

6 sections per day = 270 minutes of teaching time per day

270 minutes per day \* 5 days per week = 1,350 teaching minutes per week

**Art Overload Calculation** = 1 section = 45 minutes \* 1 time per week = 45 minutes per week

1,350 (regular Art minutes per week) + 45 minutes (1 additional section) = 1,395 minutes per week

1,395 minutes/1,350 minutes = 1.03 or 3% overload

Note: Should the length of a section change in the future, a prorata change to the above adjustments would be made.