

BEACH PUBLIC SCHOOL DISTRICT NO. 3

**AMENDED AGREEMENT FOR
2021-2022, 2022-2023 SCHOOL YEAR**

BEACH SCHOOL EDUCATION ASSOCIATION PRESIDENT:


NAME

6/8/21
DATE


NAME

6-9-2021
DATE

BEACH SCHOOL BOARD PRESIDENT:


NAME

6-9-2021
DATE

Salary Schedule (2021-2022)

For the 2021-2022 school year the minimum salary for new, fulltime, contracted teachers employed by the Beach School District is as shown below:

A	B	C	D	E	F	G	H	I	J	K
B.S.	B.S.+8	B.S.+16	B.S.+24	B.S.+32	B.S.+40	M.A.	M.A.+8	M.A.+16	M.A.+24	M.A. + 32
\$40,000	\$40,700	\$41,400	\$42,100	\$42,800	\$43,500	\$44,200	\$45,300	\$46,400	\$47,500	\$48,600

Any newly hired teacher shall be allowed to count 15 years of previous experience from another system. Years of experience shall be granted at \$500 per approved year. Newly hired teachers will be paid no more than a similarly educated and experienced teacher on staff.

Ninety days or less of the previous experience in another system shall be counted as no year of experience. Ninety-one days or more shall be counted as one year of experience.

The Beach School District shall provide each currently employed, full time, contracted teacher with a \$1,750 raise. (Each part-time, contracted teacher will receive their proportional amount.)

Model 2 All TFFR. (Each part-time, contracted teacher will receive their proportional amount.)

All hours beyond a bachelor's degree must be graduate hours.

In 1996-1997 employer payment of a fixed dollar amount of member contributions for Teacher's Fund for Retirement in lieu of a salary increase was imposed.

Teacher salaries may not fall below the base of their ascribed education lane. If a returning/current teaching salary falls below the base of its ascribed education lane due to a change in base, that salary must be raised to meet the current base salary.

2021-22, 2022-23 Beach Public School District Negotiated Agreement

Salary Schedule (2022-2023)

For the 2022-2023 school year the minimum salary for new, fulltime, contracted teachers employed by the Beach School District is as shown below:

A	B	C	D	E	F	G	H	I	J	K
B.S.	B.S.+8	B.S.+16	B.S.+24	B.S.+32	B.S.+40	M.A.	M.A.+8	M.A.+16	M.A.+24	M.A. + 32
\$40,500	\$41,200	\$41,900	\$42,600	\$43,300	\$44,000	\$44,700	\$45,800	\$46,900	\$48,000	\$49,100

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The Beach School District shall provide each currently employed, full time, contracted teacher with a \$1,000 raise. (Each part-time, contracted teacher will receive their proportional amount.)

Model 2 All TFFR. (Each part-time, contracted teacher will receive their proportional amount.)

All hours beyond a bachelor's degree must be graduate hours.

In 1996-1997 employer payment of a fixed dollar amount of member contributions for Teacher's Fund for Retirement in lieu of a salary increase was imposed.

Teacher salaries may not fall below the base of their ascribed education lane. If a returning/current teaching salary falls below the base of its ascribed education lane due to a change in base, that salary must be raised to meet the current base salary.

The Beach School District shall provide each returning employed, full-time teacher from the 2021-22 school year with a "Years of Experience in the Beach School District" one-time payment (this year only) for the 2022-23 school year as follows:

- 1-4 Years of Experience = \$100
- 5-9 Years of Exerience = \$250
- 10-14 Years of Experience = \$500
- 15-19 Years of Eperience = \$750
- 20+ Years of Experience = \$1,000

- I. Contract for 2021-22, 2022-23 school term.
- II. Model 2 All TFFR for 2021-22, 2022-23.
- III. The basic salary schedule is paid for the normal load of at least 180 classroom days plus a maximum of three days in-service days, to include one pre-school in-service day for 2021-2022, 2022-2023.

IV. **Sick Leave**

- a. Certified teachers will be allowed 15 days sick leave per school year. For teachers who are not full-time, sick days will be prorated at the percent of their full-time equivalency.
- b. Unused sick days shall be accumulative to 85 days.

A maximum of 10 days leave for immediate family critical illness and up to a maximum of 5 days leave for immediate family death shall be allowed. A maximum of 10 days leave for immediate family critical illness can be extended by application in writing to the superintendent. It is understood that this leave would be deducted from respective teacher's accumulated sick leave. Approval must be granted in writing by the Superintendent.

Clarification of immediate family are defined below:

- Immediate member of the family includes a father, mother, spouse, brother, sister, child, step-child, grandchild, or grandparents of the employee, or spouse's grandchild or grandparent. By in-law, all parties agree that father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law of the employee, or his/her spouse are designated in-laws covered by this paragraph.
- c. Teachers who have accumulated unused days of sick leave in excess of 85 days, at the end of the school year, shall be paid in June of each year, at the rate of \$50 per unused day up to a maximum of 15 days. A certified teacher with accumulated days above 30 may cash out up to maximum of 15 days per year. Sick leave days that are not used will be carried over unless reimbursement is requested in writing by the last school day of the contracted year.
- d. A payment of \$50 per day for unused sick leave will be paid to certified staff leaving the district who have worked a minimum of 15 years in the Beach School District up to a maximum of 85 accumulated days.
- e. Illness or disability will be treated the same as other illnesses.

1. During illness or disability, a teacher will continue their teaching responsibilities, as long as they and their physician deem it feasible and they are able to adequately perform their duties.
 2. The decision of when to resume teaching following termination of illness and/or disability, will depend upon the physician's report of their condition. The board will receive a physician's report after 15 days absence.
- f.. The board reserves the right to request a medical certificate to substantiate any period of illness.
 - g. When use of sick leave becomes necessary, it will be reported to, and approved by the building principal.
 - h. Approval to use Sick Leave Bank will be approved by the superintendent.
 - i. Teachers will be assessed a minimum of 1/2 day for sick leave.
 - j. Pregnancy disability leave shall be treated as any other sick leave - limited to the actual period of disability and to the other regulations as listed above and the Family Medical Leave Policy.

V. **Professional Leave**

- a. Teachers of the Beach Public School District may request professional leave from regular teaching responsibilities for the purpose of participation in a professional activity. The following procedure will be followed by a teacher to gain approval:
 1. Application will be made to and reviewed by the building principal. The teacher will be notified of the principal's recommendation.
 2. The application is then submitted to the superintendent for approval or disapproval.
 3. The teacher will be notified of action taken.
- b. If a professional activity is approved, there will be no loss of salary, and the cost of the substitute will be assumed by the district. Additional expenses will be assumed by the teacher.
- c. When a professional activity is assigned, the normal district reimbursement for expenses will be made to the teacher.

VI. Personal Leave

- a. Teachers of the Beach Public School District will earn two days personal leave per year. Up to four (4) days of personal leave may be carried into any given year allowing a maximum personal leave accumulation of six (6) days.
 1. Application will be made to and reviewed by the building principal. The teacher will be notified of the principal's recommendation.
 2. The application is then submitted to the superintendent for approval or disapproval.
 3. The teacher will be notified of action taken.
- b. Personal leave that is not used will be carried over unless reimbursement is requested by the last school day of that contracted year. Teachers will be reimbursed at each teacher's regular salary rate per day for unused leave. Accumulation will occur as per VI, a, above.
- c. Teachers will be assessed a minimum of 1/2 day for personal leave.
- d. If a personal leave activity is approved, there will be no loss of salary and the cost of the substitute will be assumed by the district. Additional expenses will be assumed by the teacher.

VII. Personal Leave Un-reimbursed

- a. Teachers of the Beach Public School District will earn one day personal leave un-reimbursed per contract year. Unused time cannot be carried forward and is not subject to compensation at the end of the contract year or upon termination of employment.
 1. Application will be made to and reviewed by the building principal. The teacher will be notified of the principal's recommendation.
 2. The application is then submitted to the superintendent for approval or disapproval.
 3. The teacher will be notified of action taken.
- b. Teachers will be assessed a minimum of 1/2 day for personal leave un-reimbursed.
- c. If a personal leave un-reimbursed activity is approved, there will be no loss of salary and the cost of the substitute will be assumed by the district. Additional expenses will be assumed by the teacher.

VIII. **Maternity/Paternity Leave**

- a. Teachers of the Beach Public School District will earn five days maternity/paternity leave per year after the birth or adoption of the employee's child/children.
 1. Application will be made to and reviewed by the building principal. The teacher will be notified of the principal's recommendation.
 2. The application is then submitted to the superintendent for approval or disapproval.
 3. The teacher will be notified of action taken.
- b. Maternity/Paternity leave that is not used will not be carried over.
- c. Teachers will be assessed a minimum of 1/2 day for maternity/paternity leave.
- d. If the maternity/paternity leave activity is approved, there will be no loss of salary and the cost of the substitute will be assumed by the district. Additional expenses will be assumed by the teacher.

IX. **Sick Leave Bank for Certified Employees**

The Sick Leave Bank is available to all certified, full-time staff who accumulate sick leave as per Board Policy and are contracted for at least 180 days. The purpose of the bank shall be for participating staff member's unexpected catastrophic illness and/or injury. Each participating member shall invest two (2) sick leave days in the bank.

1. Qualifications:

The bank shall be available to eligible staff at the signing of their yearly employment contract. Members may accept or reject participation at that time.

2. Waiting Period:

Any participating staff member having used their total accumulated sick and personal leave, may after three (3) working days, without pay, apply to use sick leave bank days. Application must be in writing and shall be given to the superintendent for consideration. A medical doctor's certificate of illness shall accompany all applications for use of the sick bank.

3. Limitations:

A. Any participating member of the sick leave bank, upon approval of the superintendent, may draw from the sick leave bank for a period not to exceed one half of the days available in the bank. Any individual using half the available days in the bank can reapply for the remaining days in the bank should another eligible person not have made application to use the remaining bank days. The bank shall be realized regardless of employees' other benefits.

No employee of the district shall ever be approved to use more than a combined total of ninety (90) days of leave from the sick bank during the course of their employment with the Beach School District.

B. The sick leave bank will be offered to eligible staff on a year-to-year basis and only if a majority of those eligible participate.

C. Unused sick leave from the bank will be equally distributed back to those participating members on a whole-day basis only. If thirty-five days were left in the bank at the end of the school year and thirty-six staff had participated, then the thirty-five days would be permanently forfeited by the participating staff. If thirty-seven days remained in the bank and thirty-six staff had participated then each member would be credited with one day sick leave and one day would be permanently forfeited.

D. Those staff members who participated and are at the 85 maximum days in their personal sick leave would be reimbursed at \$50 for any sick bank days. Staff members who participated and are below the 85 days maximum sick leave days allowed would receive the credited sick bank days in their accumulative personal sick leave.

X. All teachers will be reimbursed the same per minute rate of the current substitute pay as established by the Board for substitute teaching for school activities, professional leave, sick leave and/or personal leave when substitute teachers aren't available.

XI. Any newly hired teacher shall be allowed to count 15 years of previous experience from another system. Years of experience shall be granted at \$500 per approved year. Newly hired teachers will be paid no more than a similarly educated and experienced teacher on staff.

XII. Teachers, who by the opening day of school with a Beach teaching contract have evidence of having moved from one educational category to a higher one, will have salary adjustments made to the proper category. Such evidence shall be produced by the third week of the school year.

XIII. Summer school and extension course attendance shall be as follows to advance on the salary schedule:

- a. All plus hours must be graduate hours.
- b. Teachers with degrees must acquire the number of credits listed under “Re-education Requirements” on the Educators Professional License mandated by the state of North Dakota. Teachers that have a Lifetime Teaching Certificate or a 30 Year Life Certificate are exempt from this requirement.
- c. All credits must be earned from an accredited college or university.
- d. All teachers must provide written proof each year by the second Monday in September that they meet above accreditation standards as required by North Dakota Department of Public Instruction. No salary increase will be granted the year accreditation standards are not met and no teacher contract will be offered the following year unless accreditation standards are met.

XIV. To advance to the next step on the salary schedule, credit will be given for those hours earned in the teachers' fields (major or obtain Highly Qualified Status for related fields). Prior approval for all courses taken out of teaching fields must be obtained from superintendent in each case.

XV. **Liquidated Damages Clause**

Once a contract is signed, it is assumed that teachers will not request a release during the term of the contract. It is mutually acknowledged that termination of a contract by the teacher, prior to the completion of the contract terms, results in damages to the School District which are impractical or extremely difficult to actually ascertain. In an effort to fix compensation which bears reasonable relationship to probable damages and which is not disproportionate to reasonable anticipated damages, the following sum shall be paid by a teacher requesting a release from contract which is approved by the School Board. The teacher making such a request shall include a monetary payment for the proper dollar amount with the request, in order to be considered for release of contract by the School Board.

- a. June 1 - June 30.....1% of Base Salary
- b. July 1 - July 31.....2% of Base Salary
- c. Aug. 1 - teacher's contract ending date.....3% of Base Salary

Nothing contained herein shall be construed to mean that the Board must release the teacher upon payment of the above amount. The School Board may, in its sole discretion and by reason of extenuating circumstances, waive part or all of such liquidating damages.

The teacher will also, upon release of contract, forfeit payment for the current contract year, unused sick leave according to Section IV. Sick Leave, (d). The Board may, in its sole discretion, and by reason of extenuating circumstances, waive part or all of such payment for unused sick leave.

XVI. Medical insurance for Beach Schools' full-time teachers

2021 - 2022 maximum dollar amount for single medical insurance, single with dependent medical insurance, or family medical insurance will be equal to the yearly premium (as determined on the anniversary date for the year and 2012-2023 contract year) for single medical insurance equivalent to the Beach Public School District group policy. Pro-rated coverage will not be pro-rated below what is required by the current insurance company.

XVII. Teachers' noon meals will be reimbursed by the Beach School District when the teacher is on duty. Teachers are expected to purchase a meal ticket in advance for days they are not on duty.

XVIII. Teachers working at high school ballgames, etc. will be reimbursed \$18.00 per game/activity. If the games are on a day-off or weekend, workers will be paid \$19 per game/activity. Teachers working junior high games will be reimbursed \$12 per game/activity. If the games are on a day-off or weekend, workers will be paid \$13 per game/activity. Teachers and their spouse will also receive a pass to regular season ballgames. All teachers excluding head coaches and high school music (band) will be expected to take assigned duty. The teacher on duty having schedule conflicts will find another teacher to exchange their duty. The administration will attempt to resolve conflicts when setting up the master schedule.

XIX. A copy of the Beach Salary Schedule and Attachments will be given to all Beach School teachers each year.

XX. This agreement shall be in effect immediately upon ratification of both parties and remain in effect until June 30, 2023. It may be amended by mutual agreement of the same parties who entered into it originally. It will be renewed automatically for a period of one year from the expiration date each year unless one of the parties shall have notified the other at least 90 days before the expiration date that it will not accept renewal, in which case it will be renegotiated.

XXI. Extra-Curricular Activities

a. The school board and the administration will determine the number of people to be employed on the extra-curricular pay schedule and will assign these responsibilities when it is felt that the position described is necessary to the development of a complete school program. When feasible, these responsibilities will be assigned with the consent of the teacher.

b. The extracurricular pay schedule will be negotiated at the end of each negotiated contract period.

c. Any individual requesting to be placed on the extra-curricular pay schedule in a new position should contact the superintendent, who will present his position to the school board for their consideration.

XXII. EXTRA CURRICULAR PAY SCHEDULE FOR 2021-22, 2022-23

1.	FOOTBALL	
	Head Coach	\$3,175
	Assistant	\$2,075
	Junior High	\$1,575
	5-6 Football	\$875
2.	BOYS BASKETBALL	
	Head Coach	\$3,175
	Assistant	\$2,075
	Junior High	\$1,575
	5-6 Boys Basketball	\$875
3.	GIRLS BASKETBALL	
	Head Coach	\$3,175
	Assistant	\$2,075
	Junior High	\$1,575
	5-6 Girls Basketball	\$875
4.	WRESTLING	
	Head Coach	\$3,175
	Assistant	\$2,075
	Junior High	\$1,575
	5-6 Wrestling	\$875
5.	GIRLS TRACK	
	Head Coach	\$3,175
	Assistant	\$2,075
6.	BOYS TRACK	
	Head Coach	\$3,175
	Assistant	\$2,075
7.	VOLLEYBALL	
	Head Coach	\$3,175
	Assistant	\$2,075
	Junior High	\$1,575
	5-6 Volleyball	\$875
8.	BOYS GOLF	
	Head Coach	\$3,175
	Assistant	\$2,075
9.	GIRLS GOLF	
	Head Coach	\$3,175
	Assistant	\$2,075
10.	CROSS COUNTRY	
	Head Coach	\$3,175
	Assistant	\$2,075

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12-Month Activities:

11.	FBLA	\$2,175
12.	FBLA ASSISTANT	\$825

9-Month Activities:

13.	FFA	\$1,600
14.	CYBER CLUB	\$1,200
15.	ANNUAL	\$1,750
16.	STUDENT COUNCIL	\$1,000
17.	5 TH /6 TH STUDENT COUNCIL	\$750

3-Month Activities:

18.	SPEECH COACH	\$1,275
19.	ONE ACT PLAY	\$1,275
20.	JR/SR CLASS PLAY	\$1,275
21.	CHEERLEADING (\$937.50/season)	\$1,875
22.	INSTRUMENTAL MUSIC	\$1,475
23.	CHORAL MUSIC	\$1,475
24.	PEP BAND	\$1,475
25.	JUNIOR CLASS	\$3,425 split/advisor
26.	CLOSE-UP	\$1,275 split/advisor

One-Time Activities:

27.	SCIENCE OLYMPIAD	\$575
28.	MATH COUNTS	\$575 split/advisor
29.	ACALYMPICS	\$575
30.	HOMECOMING	\$475 Each Advisor

XXIII. EXTRA CURRICULAR PAY SCHEDULE

STARTING THE 1999-2000 SCHOOL YEAR

- (Years of experience in all schools to be given at the rate of up to ten years on recommendation of the school superintendent.)

	<u>2018-2019</u>	<u>2016 - 2017</u>
HEAD COACHES	\$110.00/YEAR	
ASSISTANT COACHES	\$80.00/YEAR	
JUNIOR HIGH COACHES	\$60.00/YEAR	
5/6 COACH	\$40.00/YEAR	
12-Month Activities:		
FBLA	\$65.00/YEAR -	\$80.00/YEAR
FBLA ASSISTANT	\$65.00/YEAR	
9-Month Activities:		
FFA	\$65.00/YEAR	
CYBER CLUB	\$65.00/YEAR	
ANNUAL	\$65.00/YEAR	
STUDENT COUNCIL	\$65.00/YEAR	
5 TH /6 TH STUDENT COUNCIL	\$65.00/YEAR	
3-Month Activities:		
SPEECH COACH	\$45.00/YEAR	
ONE ACT PLAY	\$45.00/YEAR	
JR/SR CLASS PLAY	\$45.00/YEAR	
CHEERLEADING	\$45.00/YEAR	
INSTRUMENTAL MUSIC	\$65.00/YEAR	
CHORAL MUSIC	\$65.00/YEAR	
PEP BAND	\$65.00/YEAR	
JUNIOR CLASS	\$65.00/YEAR	
CLOSE-UP	\$65.00/YEAR	
One-Time Activities:		
SCIENCE OLYMPIAD	\$45.00/YEAR	
MATH COUNTS	\$45.00/YEAR	
ACALYMPICS	\$45.00/YEAR	
HOMECOMING	\$45.00/YEAR	

- Individuals already in advisor positions (2016 – 2017 contract) will keep their current year of experience rate based on the 2016-2017 negotiated agreement, unless the 2018 – 2019 rate is higher. All new advisors will follow the 2018 – 2019 negotiated rate.

XXIV. **Grievance Procedure**

The Beach Public School Board, the Beach Public School Administration and the Beach Education Association do hereby agree that an effectively functioning grievance procedure contributes directly to improved professional relationship and thus the quality of professional service to the children of the Beach Public School District. The parties do hereby further agree that in every employment relationship, grievances and dissatisfactions arise. Constructive suggestions can often go unheeded, and the Beach Public School System is no exception. A plan to assure the orderly presentation of suggestions, to resolve dissatisfactions, and redress grievances of both supervisory and teaching personnel is an important part of the effective operation of the Beach Public School System.

a. Objectives

- The broad objectives of the grievance procedure for the Beach Public School District will be:
 1. To insure an opportunity for professional staff members and administrators to have unobstructed communication with one another and the school board with respect to alleged grievances without fear of reprisal.
 2. To reduce the potential area of conflict between professional staff members, administrators, and school board.
 3. To encourage and assure the freedom of effective communication through recognized channels between professional staff members, administrators and the school board.
 4. To encourage the resolution of complaints as near the point of origin as possible.
 5. To contribute to the development of improved morale and effectiveness of the Beach Public professional staff through an increased understanding of the Beach Public School policies which affect them.

b. Definitions

A grievance is a claim based upon an event or condition which affects the conditions or circumstances under which a teacher works, allegedly caused by misinterpretation or inequitable application of established policy of the terms of contract.

c. Scope

The grievance procedure herein contained applies, but is not limited to the following:

1. Grievances related to the application and interpretation of personnel policies, rules, regulations or administrative decisions.

A. Charges of unjust or inequitable interpretations of:

1. Teaching load of class size.
2. Teacher assignment, promotion, or transfer.
3. Teacher evaluation or recognition of professional growth.
4. Teacher fringe benefit program or progress.

B. Questions related to placement on the salary schedule.

C. Questions related to practices concerning provisions for equipment, facilities, or supplies.

2. Grievances related to conduct prejudicial to the welfare of the students or the teaching profession.

- A. Questions regarding infractions of the Teacher's Professional Code of Ethics as established by the State of North Dakota.
- B. Problems resulting from controversies involving teachers, schools or educational methods.

d. Procedures

Step One (Informal)

- A teacher with a grievance will first discuss his complaint with his principal or immediate supervisor by:
 1. Expressing his complaint directly to his principal or immediate supervisor, or
 2. Requesting his Education Association's representative to express his complaint to his principal or immediate supervisor for him or
 3. Appearing together with his Education Association representative before his principal or immediate supervisor for the purpose of expressing said complaint.
- If the complaint refers to the application or interpretation of personnel policies, rules, regulations, or an administrative decision, the principal or appropriate supervisor will give the Education Association representative an opportunity to state the views of the association and, within five days, the principal or appropriate supervisor will communicate his views to the aggrieved, to his representative (if any), and to any participating Education Association representative.
- Before resolving the complaint, the principal or the appropriate supervisor may consult the next higher level of administration for an opinion. Also, the Education Association for an opinion.

- After an attempt in the above procedure, the aggrieved teacher, the principal or appropriate supervisor, or the Education Association representative may request that the complaint under consideration be referred to a grievance committee and thus proceed directly to the more formal machinery set forth in Step Two of this grievance procedure.
- The grievance committee will consist of five members chosen by the BEA.

Step Two (Formal)

- On proper written notice, the Education Association's grievance committee will, within five days, transmit the complaint to the superintendent.

The superintendent, or his designated representative, will then work with the grievance committee in a full, good faith effort to seek an equitable solution.

- A written copy of the proceedings of all meetings held concerning a given complaint under this step will be furnished to the aggrieved teacher, to the superintendent, or his representative, to each member of the grievance committee, and to the president of the Education Association.
- The parties involved must resolve any complaint under consideration within 10 days after the grievance committee has transmitted the complaint to the superintendent.

Step Three (Formal)

- If a solution acceptable to all parties concerned is not reached within 10 days after the grievance committee has transmitted the complaint to the superintendent, the superintendent or the grievance committee may request referral of the grievance to the school board.
- The school board will then work with both parties in a full, good faith effort to seek an equitable solution. If the grievance cannot be resolved under Step Three, binding arbitration by outside parties may be instituted by mutual consent.
- Within 10 days after agreeing to arbitration, the school board and the Education Association's elected officers will appoint a mutually acceptable neutral third party, free from influence by the parties involved, as an arbitrator. Within 10 days after his appointment, the arbitrator will examine the complaint, consider the opinions of all parties concerned, interpret the school policy in question, and submit his written recommendation to the school board and the elected officers of the Education Association for official confirmation. (The arbitrator's recommendation will be considered to be binding on all parties concerned.)

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- The costs of the arbitrator will be borne by the school board and the Education Association.
- All decisions reached under this grievance procedure will be filed with each school administrator and the grievance committee to be used as precedents for future complaints.

