BOWBELLS PUBLIC SCHOOL

NEGOTIATED AGREEMENT

2021-2022
2022-2023
1. **Salaries for Licensed Teachers**

   (A) The starting base and minimum salary for teachers employed by the District for 183 days under the provisions of this agreement are as follows:

<table>
<thead>
<tr>
<th></th>
<th>BS</th>
<th>BS+8</th>
<th>BS+16</th>
<th>BS+24</th>
<th>MS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary</td>
<td>$41,500.00</td>
<td>$42,000.00</td>
<td>$42,500.00</td>
<td>$43,000.00</td>
<td>$44,000.00</td>
</tr>
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</table>

   (B) A returning teacher shall receive the following increases to last year's salary paid by the District if qualified under the following conditions:

   (1) An increase for new educational achievement described as follows and as further defined in this agreement:

<table>
<thead>
<tr>
<th></th>
<th>BS+8</th>
<th>BS+16</th>
<th>BS+24</th>
<th>MS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Increase</td>
<td>$500.00</td>
<td>$500.00</td>
<td>$500.00</td>
<td>$1000.00</td>
</tr>
</tbody>
</table>

   (2) A teacher is guaranteed an annual minimum increase of $500 for continuing employment.

   (3) This annual increase is guaranteed for the entire employment of a teacher by the District.

2. Hot Lunch at no charge will be provided to teachers during the weeks they are assigned noon duty.

3. All teachers will be placed on the salary schedule according to their education. (Example: teachers with a BS or BA and MS will be on their lanes). Individual contracts for employment that require more or less than full time shall have salaries and increases determined by the preceding provisions prorated according to the time specified in the individual contracts.

4. A newly hired teacher with experience from another district will be given credit for that experience as determined by the School Board but not exceeding similarly qualified teachers already on staff after considering all relevant circumstances. For each year of experience allowed, the new teacher shall receive an increase to the starting base and minimum salary equal to the years allowed multiplied by the annual increase provided in section (1)(B)(2). When hiring teachers, the Bowbells School Board reserves the right to go above the base salary or number of years of experience in unusual circumstances.

5. **Professional Growth:** All teachers shall have 8 semester hours of college credit in the last 5 years toward the next higher degree or for enrichment of the present curriculum as approved by the Superintendent and prescribed by the School Board. In-service clock hours approved by the Superintendent may be substituted in lieu of college credit at a ratio of one semester hour as equal to 16 clock hours to a maximum of four semester hours or 64 clock hours. Failure of the teacher to meet this requirement will subject the salary of that teacher to remain at the same salary as the previous year until credits are earned.

   Under grad hours will count towards the salary schedule, if the teacher is working towards another teaching field, endorsement or improvement of a minor or
endorsement, and if prior approval is obtained from the Superintendent. These hours will count on the BS to BS +24 lanes only.

The District will pay $125.00 upon completion of eight semester hours, or the equivalent in approved in-service hours, at the end of a five year period. If suitable area or local in-services become available, attendance is expected and no reimbursement will be made. A teacher must provide proof of expenditures to claim reimbursement. The District will not exceed actual cost of credit. (5-21-96)

6. A teacher shall be granted a parental leave of absence for the purpose of childbearing or adoption. The teacher involved should notify the Superintendent in writing of his/her desire to take such a leave. The teacher may use his/her accumulative sick leave up to 30 days. When the cumulative days have expired, his/her pay will be discontinued. When the pregnant teacher does not have an accumulative sick leave, she will not receive payment for those days she is absent. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to perform her required instructional duties properly.

7. Personal leave of **five days per year, with no carryover and no loss of salary will be granted.** Days of request should be made far enough in advance so that a substitute can be secured and approval made. If all personal days are used and another day is requested and approved the teacher must forfeit the substitute’s salary. If the teacher has used all personal days and used another by paying substitute’s salary, then additional ones requested will result in a forfeit of that day’s salary.

Personal leave may be granted anytime during the school year; however, only two faculty members may have personal leave at the same time. It will be granted on a “first come, first served” basis.

Personal leave must be approved by the Superintendent who will report all personal leave to the School Board.

A teacher will be paid $100 per day for his/her unused personal leave at the end of the school year.

Emergency leave may be granted by the Superintendent and the School Board will decide if the teacher will receive his/her salary.

Funeral leave will come under approved leave. (5-9-13)

8. Recommendation that a leave of absence be granted up to a period of one year for maternity and/or educational advancement with a stipulation that the teacher return one year of employment to the Bowbells School District.

9. a. Class and/or extra curricular assignments may be made in the spring of the year, prior to signing of a contract. If conflicts should arise in scheduling at the beginning of the school year, it is recommended that the Administration and teacher(s) involved strive to discuss and arrive at a mutual agreement.

b. Compensation for added classroom assignments: (other than administration) Teachers assigned a full-time elementary combination classroom requiring double preparation to be paid an additional salary of
$1000.00, to be prorated for those classrooms that are less than full-time combined. (2003)

c. An additional $1000.00 of compensation shall be paid to a teacher that has double majors or highly qualified in two or more field designations from the North Dakota Education Standards and Practices Board, provided the multiple designations are utilized in the performance of the teaching contract. (2005)

10. Teachers shall receive minimum wage for chaperoning of buses for school events. The teachers will take tickets for all home events if needed. In exchange for taking tickets, the teachers will receive year-long activity tickets.

11. **Bowbells Public School Cafeteria Plan:** The Bowbells Public School Dist. #14 shall provide each full-time teacher the percent of increase presented to school by Blue Cross Blue Shield for the 2021-22 and 2022-23 years to be used for the School District Cafeteria Plan administered by Coordinated Insurance Services, Inc. a subsidiary of Blue Cross Blue Shield of North Dakota. All benefits will be prorated for part-time teachers.
   1. An employee may contribute through premium conversion any premium not provided by the district.
   2. If the employee elects not to utilize the fringe to cash dollars for premium conversion, they may receive the amount as a taxable cash benefit as provided in Section 125 of the IRS Code. The amount of the fringe to cash benefit per teacher for the 2021-22 school year is $9,546.00. Those choosing to receive cash shall have this benefit reduced by 7.65%. Part time teachers will be prorated based on percentage of teaching contract.
   3. The choices of expenditure shall be made by September 8th.
   4. Each employee shall be allowed to contribute in the form of a salary reduction to a tax deferred annuity as provided in Section 403 (b) of the IRS Code.

12. Sick leave will be granted to teachers at 10 days per year accumulative to 180 days and defined as illness, which includes illness or disability related to pregnancy, miscarriage, childbirth, and recover therefrom. A doctor’s certification is required after the third consecutive day of illness. Emergency dental and doctor appointments and any medical crisis in the immediate family will be considered as sick leave.
   
   a. When a teacher retires, they will be paid $8.00 per day for their accumulated sick days.
   
   b. **Sick Bank** - The sick leave bank is available to the Bowbells Public School faculty. Only those choosing to participate may use the sick leave bank. The purpose of the sick bank is for unexpected illness and/or injury. Each participating member shall donate, as they wish, at least two sick leave days up to ten days to the bank for the first year and one sick leave day each succeeding year. These days will roll over to the next year. When a teacher retires, he/she may contribute a maximum of 10 sick days to the bank. The bank will accumulate to 180 days, at which time contributions will be suspended until the days fall below 180.
   
   c. **Qualifications** – Contracted staff members may join the sick leave bank within 30 days after the first day of the contracted year, but if
they opt out at any time, they cannot rejoin. When staff members sign up for the sick leave bank, they will be on a one-year probationary period and cannot use days from the bank until their next contracted year.

d. **Application** – Any faculty member having used his/her total accumulated sick leave may apply to the sick leave bank for consideration to draw on the sick leave bank, and the committee will determine if further documentation is needed for the application.

e. **Committee**
   1. The purpose of the Sick Leave Bank Committee shall be to oversee the use of the bank, review all applications, accept or reject the applications, maintain proper balance, and provide reasonable assurance that the sick leave is not being misused.
   2. The Sick Leave Bank Committee shall consist of two teachers (one high school and one elementary), one school board member, and the Superintendent. The committee has to be unanimous in the decision of accepting or rejecting the application.

f. **Limitations**
   1. Any participating member of the sick leave bank, upon approval of the Sick Leave Bank Committee, may draw from the sick leave bank for a given situation. These do not need to be consecutive days. Upon return to work, if another non-related situation should occur, the bank will again be available. For example, if a member had a heart attack and found it necessary to draw from the bank then returned to work and later fell and broke his/her hip, the bank would again be available.
   2. Sick leave bank days may be used for maternity related situations only if there are complications as verified by a medical doctor.

g. **Accounting** – Record keeping and accounting procedures shall be maintained by the Business Manager in the central office of the District.

13. Teaching contract will be **183** days for full time staff per year. Teachers will be paid on the 15th of each month.

a. 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 the termination of a contract by the teacher, prior to the completion of the contract terms, results in damages to the School District which is impractical or extremely difficult to actually ascertain. In an effort to fix compensation which bears a reasonable relationship to probable damages and which is not disproportionate to reasonably anticipated damages, the following percentage of the contract shall be paid by a teacher requesting a release from contract which is approved by the School Board: 2% penalty to begin 30 days after issuing of contract; 6% after July 1; 12% after Aug. 1.
14. **Procedure for Determining Curriculum and Instructional Need**: Curriculum shall be thoroughly researched by a joint committee of four Association members, one Administrator and one Board Member. The teachers shall play an active role in preparation, implementation, and evaluation of the curriculum and instructional needs.

The procedures for developing and revising curricula shall include the following:

a. There shall be at least 4 members, with 2 representing grade levels K-6, and 2 representing grade levels 7-12.

b. There shall be one administrator and one board member. The committee will provide a curriculum and instructional needs recommendation to the Board of Education annually at the March meeting. All final decisions will be made by the Administration and School Board.

15. **Printing and Distribution of the Agreement** – Copies of this Agreement shall be printed at the expense of the Board, after agreement with Association on format, within 20 working days after the Agreement is signed. The Agreement shall be distributed to all certificated employees currently employed, hereafter employed, or considered for employment.

16. Should any article, section, or clause of the agreement be found contradictory to state law or 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 violated 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.

17. The provision of this Agreement will be effective as of May 11, 2021. This negotiated Agreement will automatically be renewed and continue in full force and effect for two years unless either the Board or the Association (BEA) gives written notice to the other of its desire to open this Agreement and to negotiate over terms of a successor Agreement. Written notice to reopen negotiation shall be made prior to March 1, 2022.

18. **This is a negotiated agreement for school years 2021-22 & 2022-23. Contracts for 2022-23 school year will be issued on March 18, 2022**

<table>
<thead>
<tr>
<th>BEA Member</th>
<th>Date</th>
<th>School Board Member</th>
<th>Date</th>
</tr>
</thead>
</table>

Attest: ______________________________

Business manager        Date
EXTRA CURRICULAR 2021-22 & 2022-23

GOLF
Head (increase $100.00 per year experience) 1400.00

MUSIC
Concerts (vocal & instrumental) for each concert 140.00
Contests (vocal & instrumental) 700.00
Pep Band  $ 30.00 per game boys or girls
Elementary Music programs & contests 250.00
Elementary Music Festival 375.00

ADVISORS
Junior High 250.00
Freshman 300.00
Sophomore 300.00
Junior 300.00
Senior 300.00

OTHER ADVISORS
Prom 350.00
FBLA (Nationals same category as state completion) 2025.00
Banquet 175.00
Yearbook (increase $100.00 per year experience ) 600.00
Student Council 350.00
Class Play 600.00
Pep Club 300.00
Science Olympiad 375.00
Bowbells Speech Meet 525.00
Academic Olympic 300.00
Math Counts if they go to state- state bonus payments

OTHER:
Lead Team 400.00
Gearing up for Kindergarten 100.00
Webmaster 500.00
Technology 1750.00

STATE BONUS PAYMENTS
Head Coach Per Activity per Week
(capped at 200% or $300 max payment) 150.00
Assistant Coach – Per Activity per Week
(capped at 200% or $150 max payment) 88.00