

**BOWMAN COUNTY SCHOOL DISTRICT #1**

**MASTER CONTRACT**

**TWO YEARS  
2021-2022 & 2022-2023**

MASTER CONTRACT

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**BOWMAN COUNTY SCHOOL DISTRICT #1****TWO YEAR MASTER CONTRACT****2021-2022 & 2022-2023****Article I. Basic Salary Schedule**

- A. See attached salary schedule.

The basic salary schedule is paid for the normal load of at least 175 classroom contact days plus a maximum of two (2) parent-teacher conference days, three (3) holidays, and three (3) in-service days (total 183 days). The normal load further consists of a daily minimum of one duty-free preparation period for all teachers.

- C. Compensation Adjustment: \$800 for year one (2021-2022), \$41,900 + \$800 = \$42,700, \$800 for year two (2022-2023), \$42,700 + \$800 = \$43,500.

**Article II. Fringe Benefits**

- A. Fringe benefits include sick and personal leave, social security, dental, disability/life and major medical insurance. Emergency and professional leave are also available, but at the discretion of the administration. The Bowman County School District will make available medical insurance to employees. The Bowman County School District employees enrolled in the plan will review and bring forth recommendations regarding the medical plan to be selected. The School District Board will make final determination of the primary insurance to be selected for the school district. The School District will pay 100% of a single health insurance premium or apply that value to the employee's choice of single + dependent or a family plan. Dental insurance premium for single and family coverage will be paid by the School District. Long term disability/life insurance (up to \$12,500.00) will be provided to each employee. Policy premium is to be based on current year's salary. Each teacher will be bonded up to \$2,000,000.00 for individual liability insurance. The Bowman County School District also offers access to voluntary benefits of 403b retirement, vision care, Aflac, Healthcare Flexible Spending Accounts & Dependent Care Flexible Spending Accounts.
- B. TFFR Member and Employer Contributions; The Bowman County School District will pay a combined rate of 20.5% (member share 7.75% + employer share 12.75%) and member (teacher) contribution rate of 4% will be paid by teacher.

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

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

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

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

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

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

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

% of current base: \$42,700 (2021-2022) & \$43,500 (2022-2023)

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

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

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

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

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

**Article III. Other Personnel Matters**

A. A newly hired teacher to the Bowman County School District will be allowed to bring in

his/her years of experience not to exceed his/her actual years of experience at the discretion of the administration and /or School Board.

- B. Teachers will perform reasonable extra duties upon assignment. No teacher will have more than two co-curricular duties without the approval of the teacher.
- C. There will be two aides provided for the noon recess duty. The morning and afternoon recess duties will be the responsibility of two teachers per recess, with no aides. The entire certified teaching staff will have a duty free lunch unless agreed upon by an individual staff member. One Rhame campus certified teacher will receive 1 free lunch per day for lunch supervision.
- D. Teachers shall receive ten days sick leave per year. The School Board reserves the right to require confirmation of illness by a qualified physician. Sick leave must be used for the teacher's own physical or mental illness, medical condition, or treatment, or that of the teacher's child, parent, spouse, or other individuals with a relationship equivalent to a family member. A teacher will be paid for all accumulated sick leave in excess of sixty days. This option can only be exercised the first day of school by a teacher under contract with Bowman County School District at that time. Payment will be made the first day of school. Payment will be determined at the rate of 1/2 days pay at the previous year's salary rate.

Upon retirement from the Bowman County School District accumulated sick leave and personal leave will be reimbursed at ½ the current daily rate of maximum of 60 sick and 5 personal days.

- E. A teacher may use up to 12 consecutive weeks of sick leave for arrival of child. Staff may request benefits/salary explanation in writing from Business Manager.
- F. **Sick/Personal Leave Payout**  
 Compensation for unused sick/personal leave will be granted to all certified/licensed instructors who have worked for the Rhame, Bowman, Bowman County School District seven (7) years or more who leave the School District due to resignation, reduction in force or death according to the following guideline: the payment for unused sick/personal leave will be \$50 per day of remaining sick/personal leave, not to exceed \$3,000. If a teacher breaks a signed contract they will not be eligible to receive any unused sick and personal days.
- G. Teachers shall receive three days personal leave per year with limited accumulation. Two sick days per year may be used as personal days. Two sick days per year may be used as bereavement. A teacher will be paid at the rate of ½ regular pay for each day of personal leave over 5 days. This payment will be made the first day of school. Personal leave must have prior approval from the administration.
- H. **Sabbatical Leave**  
 Sabbatical leave may be granted to teachers under the following conditions:
1. A teacher must have a minimum of three (3) years experience with the Bowman County School District.
  2. Eligible teachers must apply to the Superintendent, and all leaves

shall be subject to the approval of the School Board.

3. Sabbatical leave shall be for one academic school year.
  4. Teachers on leave will be assured a position in the school system at the conclusion of the leave, but reassignment to the same teaching areas or grade is not guaranteed.
  5. Any teacher currently on sabbatical leave must inform the Superintendent by April 1 of their intention to return to teaching for the upcoming school year.
- I. Teachers volunteering as ticket collectors, timers, and scorers at athletic games are to be paid according to the current Activities Director's pay schedule.
- J. **Length of Day**  
 In no case will the total length of the teachers work day exceed 8 hours with the exceptions of in-service workshops, parent-teachers conferences, and other prearranged activities. Teachers should be present 30 minutes before classes begin and 30 minutes after students are dismissed. Administrators will use professional discretion to grant individual permission to leave after 3:15p.m. without docking leave time.
- On Fridays and preceding holidays or other non-school days, the teachers work day will end at the close of the student's school day. A day for grades 7-12 is defined as a 7-period day with one preparation period. Elementary K-6 will be guaranteed 300 minutes of preparation time per week. If a Bowman County School Board meeting is scheduled during the work day, the superintendent/ principal will make the arrangements necessary to provide an association representative to attend the meeting.
- K. Professional dues deducted and list of membership dues shall be furnished to business manager no later than the 10<sup>th</sup> of September of each school year.
- L. Teachers who wish to have salary adjustments made because of graduate work completed must submit proof to the Superintendent on or before the first day of school. (Transcript or letter from college stating that the requirements were met will constitute proof.) Such credits must be of graduate hours and have prior written approval from the administration.
- M. Teachers shall be paid on a 12 month basis. The tenth check shall be issued after all required reports and equipment have been turned in at the office, and the school term is completed. Teachers will be paid on the 4<sup>th</sup> business day of June for their last three checks. It will be mandatory to take them on this date. (All payments will be made by direct deposit.)
- N. When applicable, the School District will hire substitute teachers. Substitute teacher pay for teachers in the system will be the daily rate of base salary per hour when they volunteer their preparation period.
- O. The School District will reimburse mileage for any teacher assigned more than one (1) teaching site. No teacher will lose preparation time driving to or from another site. Approved travel shall be reimbursed at the state rate.
- P. **Reduction-In-Force**  
 The Bowman County School Board shall have the sole right to determine the necessity for and scope of a reduction-in-force for reasons including, but not limited to, lack of

funds, uncertainty of funds, declining enrollments, or other reason of necessity. This determination shall not be arbitrary or capricious.

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

The following guidelines shall be applied in numerical order:

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

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

Any personnel separated under this provision will be contacted by the Superintendent by certified letter using the last address of record and shall be given first consideration to be rehired if any vacancy occurs for which they are certified or have become certified for a period of one year. It shall be the sole responsibility of said teacher to provide the School District with a current address. Any teacher who is offered re-employment hereunder and fails to accept the same within fifteen (15) days after it is offered shall be deemed to have rejected said offer.

**Q. Liquidated Damages**

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

**Article IV. Grievance Procedure**

**Purpose**

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

**Procedure**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be kept at a minimum. Every effort should be made to expedite

the process. The time limit specified may, however, be extended by mutual agreement. In the event a grievance is filed on or after April 1<sup>st</sup> (which if left unresolved until the beginning of the following school year, could result in irreparable harm to the party of interest, the time limits set forth shall be reduced to one-half rounded to the nearest day so that the grievance procedure may be completed prior to the end of the school year or as soon as practical).

### Grievance Steps

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

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

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

### Rights and Representation

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

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

### Miscellaneous

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

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

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

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

Should an employee, or any Association representative, be required by the employer's



scheduling to be absent from his/her regular assignment for the completion of this procedure, he/she shall be released without loss of pay or benefits.

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

**Article V. Duration Clause**

The effective dates of this master agreement shall be from July 1, 2021 to June 30, 2023. Petitioning by a representative organization or the School Board shall occur no later than February 10, 2022 if a representative organization or the School Board wishes to enter into negotiations or the contract becomes automatically renewed.

**Article VI. Saving Clause**

Should any article, section, or clause of this master agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the agreement if not affected by the deleted article, section or clause.

**Article VII. Ratification Statement**

IN WITNESS WHEREOF, signatures of the duly authorized representatives of the Association and the Board indicate that the Bowman County Education Association and the Bowman County School Board have ratified this master contract the 15<sup>th</sup> day of April, 2021.

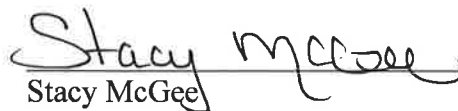
In Witness Thereof:

For the Bowman County Education Assoc.

For the Bowman County School Board



Jaci Mrnak  
Educator



Stacy McGee  
President



Amanda Rafferty  
Educator



Debbie Bucholz  
Business Manager



Kelley Otradnik  
Educator

2020-2021 Negotiators



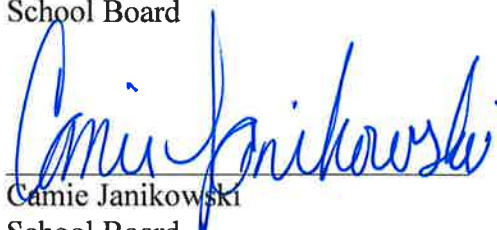
Jaci Mrnak  
Educator



Andrea Bowman  
School Board



Amanda Rafferty  
Educator



Camie Janikowski  
School Board



Kelley Ouradnik  
Educator



Trevor Kulseth  
School Board

Bowman County School District  
2021-2022  
Salary Schedule  
\$41,900 + \$800 = \$42,700 Base

	4 Year Deg	Plus 10	Plus 20	Plus 30	Plus 45	Masters	Masters + 15
	1	2	3	4	5	6	7
Column Incr.		\$350	\$700	\$1,050	\$1,575	\$1,925	\$2,450
Step Incr.	\$450	\$500	\$550	\$600	\$650	\$700	\$750
0	\$42,700	\$43,050	\$43,400	\$43,750	\$44,275	\$44,625	\$45,150
1	\$43,150	\$43,550	\$43,950	\$44,350	\$44,925	\$45,325	\$45,900
2	\$43,600	\$44,050	\$44,500	\$44,950	\$45,575	\$46,025	\$46,650
3	\$44,050	\$44,550	\$45,050	\$45,550	\$46,225	\$46,725	\$47,400
4	\$44,500	\$45,050	\$45,600	\$46,150	\$46,875	\$47,425	\$48,150
5	\$44,950	\$45,550	\$46,150	\$46,750	\$47,525	\$48,125	\$48,900
6	\$45,400	\$46,050	\$46,700	\$47,350	\$48,175	\$48,825	\$49,650
7	\$45,850	\$46,550	\$47,250	\$47,950	\$48,825	\$49,525	\$50,400
8	\$46,300	\$47,050	\$47,800	\$48,550	\$49,475	\$50,225	\$51,150
9		\$47,550	\$48,350	\$49,150	\$50,125	\$50,925	\$51,900
10		\$48,050	\$48,900	\$49,750	\$50,775	\$51,625	\$52,650
11		\$48,550	\$49,450	\$50,350	\$51,425	\$52,325	\$53,400
12		\$49,050	\$50,000	\$50,950	\$52,075	\$53,025	\$54,150
13		\$49,550	\$50,550	\$51,550	\$52,725	\$53,725	\$54,900
14		\$50,050	\$51,100	\$52,150	\$53,375	\$54,425	\$55,650
15		\$50,550	\$51,650	\$52,750	\$54,025	\$55,125	\$56,400
16					\$54,675	\$55,825	\$57,150
17					\$650 Career	\$800 Career	\$800 Career
18					Increment	Increment	Increment
					each year	each year	each year

Bowman County School District  
2022-2023  
Salary Schedule  
\$42,700 + \$800 = \$43,500 Base

	4 Year Deg	Plus 10	Plus 20	Plus 30	Plus 45	Masters	Masters + 15
	1	2	3	4	5	6	7
Column Incr.		\$350	\$700	\$1,050	\$1,575	\$1,925	\$2,450
Step Incr.	\$450	\$500	\$550	\$600	\$650	\$700	\$750

0	\$43,500	\$43,850	\$44,200	\$44,550	\$45,075	\$45,425	\$45,950
1	\$43,950	\$44,350	\$44,750	\$45,150	\$45,725	\$46,125	\$46,700
2	\$44,400	\$44,850	\$45,300	\$45,750	\$46,375	\$46,825	\$47,450
3	\$44,850	\$45,350	\$45,850	\$46,350	\$47,025	\$47,525	\$48,200
4	\$45,300	\$45,850	\$46,400	\$46,950	\$47,675	\$48,225	\$48,950
5	\$45,750	\$46,350	\$46,950	\$47,550	\$48,325	\$48,925	\$49,700
6	\$46,200	\$46,850	\$47,500	\$48,150	\$48,975	\$49,625	\$50,450
7	\$46,650	\$47,350	\$48,050	\$48,750	\$49,625	\$50,325	\$51,200
8	\$47,100	\$47,850	\$48,600	\$49,350	\$50,275	\$51,025	\$51,950
9		\$48,350	\$49,150	\$49,950	\$50,925	\$51,725	\$52,700
10		\$48,850	\$49,700	\$50,550	\$51,575	\$52,425	\$53,450
11		\$49,350	\$50,250	\$51,150	\$52,225	\$53,125	\$54,200
12		\$49,850	\$50,800	\$51,750	\$52,875	\$53,825	\$54,950
13		\$50,350	\$51,350	\$52,350	\$53,525	\$54,525	\$55,700
14		\$50,850	\$51,900	\$52,950	\$54,175	\$55,225	\$56,450
15		\$51,350	\$52,450	\$53,550	\$54,825	\$55,925	\$57,200
16					\$55,475	\$56,625	\$57,950
17					\$650 Career	\$800 Career	\$800 Career
18					Increment	Increment	Increment
					each year	each year	each year

### Changes to Master Contract for 2021-2023

1. **Contract Duration:** 2 years, 2021 – 2022 & 2022-2023 School Years
2. **Compensation Adjustment:** \$800 for year one (2021-2022),  $\$41,900 + \$800 = \$42,700$ , \$800 for year two (2022-2023),  $\$42,700 + \$800 = \$43,500$ .
3. **Article II, Fringe Benefits, Letter A**
  - a. Add voluntary vision care. Contract wording is as follows: “The Bowman County School District also offers access to voluntary benefits of 403b retirement, vision care, Aflac, Healthcare Flexible Spending Accounts & Dependent Care Flexible Spending Accounts.”
4. **Article III, Other Personnel Matters, add Letter E:**
  - a. Added definition of sick leave uses. Contract wording is as follows:  
“A teacher may use up to 12 consecutive weeks of sick leave for arrival of child. Staff may request benefits/salary explanation in writing from Business Manager.”
5. **Article III, Other Personnel Matters, Letter N**
  - a. Change rate for teachers subbing for teachers. Contract wording is as follows:  
“When applicable, the School District will hire substitute teachers. Substitute teacher pay for teachers in the system will be the daily rate of base salary per hour when they volunteer their preparation period.”

# Bowman County Schools 2021 - 2022 School Calendar

APPROVED March 10 2021



19.0 days

- 3 No School - Full Day Staff PD (6)
- 4 Classes Resume
- 17 No School - Martin Luther King Jr. Day

January 2022						
S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## August 2021

6.0 days

RESP June In-Service

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- 18 New Staff/Employee Orientation
- 19 Staff In-Service
- 24 First Day of student instruction

17.0 days

- 7 No School - Full Day Staff PD (6)
- 13 **Parent Teacher Conferences**
- 18 No School
- 21 No School - Presidents Day

## February 2022

S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

## September 2021

21.0 days

No School - Labor Day

S	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

6

21.0 days

- 11 End of 3rd Quarter
- 17 No School - Spring Break
- 18 No School - Spring Break

## March 2022

S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## October 2021

18.0 days

- 15 No School - Full Day Staff PD; End of 1st Quarter
- 21 No School - NDCEL
- 22 No School - NDCEL
- 28 **Parent Teacher Conferences**

S	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

18.0 days

- 17 No School - Good Friday
- 18 No School - Easter Monday
- 19 No School - Full Day Staff PD (6)

## April 2022

S	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## November 2021

19.0 days

- 11 No School - Veteran's Day
- 24 No School - Thanksgiving
- 25 No School - Thanksgiving Break

S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

16.5 days

- 24 Early Out, Last Day of School
- 25 1/2 Day Staff PD (2)
- 26 Storm Day
- 27 Storm Day
- 28 High School Graduation

## May 2022

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## December 2021

14.5 days

- 21 Early Out, End of semester and last day of school before Holiday Break
- 25 1/2 Day Staff PD (2)

S	M	T	W	Th	F	Sa
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

1st Semester	78.5 days
2nd Semester	91.5 days
<b>Days of Instruction</b>	<b>170.0 days</b>
Holidays (3) (Labor Day, Veteran's Day, Thanksgiving)	3.0 days
Parent Conference Days (2) (Oct 28 & Feb 10)	2.0 days
In-Service Days (3) June ? & ?, Aug 19 (5+3); 28 hours of PD	8.0 days
Storm Days (2) (May 26 & 27)	2.0 days
<b>Total Days</b>	<b>185.0 days</b>