

**FESSENDEN-BOWDON SCHOOL DISTRICT 25  
NEGOTIATED AGREEMENT 2021-2023**

**A. LEAVES**

**Sabbatical:** Establish sabbatical leave of absence for hardship, career exploration, or educational training under the following conditions:

1. The teacher must have a minimum of three years of experience in the Fessenden-Bowdon School System in order to apply.
2. Sabbatical leave is limited for or to a period of one (1) year.
3. Sabbatical leave shall be subject to the approval of the school board.
4. Teacher on sabbatical will be assured of a position in the school at the conclusion of the leave. Should the Fessenden-Bowdon District need to eliminate positions through reduction-in-force non-renewals, the teacher on sabbatical will be provided no more assurance of employment than any other faculty member.
5. A teacher who has been granted leave must inform the district superintendent by certified mail of their intent to return to their position. Notification must be given by the last day of April during the year of leave. Failure to provide the specified notice will exclude the teacher from continuing contract rights and the non-renewal hearing rights.

**Personal Leave:** Each teacher shall be granted three (3) days of personal leave per year accumulative to five (5) days with no written excuse needed with the following stipulations:

1. No more than three (3) teachers absent on the same day.
2. Advance notification is suggested at five (5) days with administration approval for shorter notification in case of emergency.
3. Teachers are reimbursed at the rate of substitute teacher's pay for unused personal leave days above two (2) days at the end of each school year.

**Transfer of Personal Leave:** Teachers may donate their personal leave to another teacher who has exceeded his/her contractual leave days. Written intent to donate a day or days must be submitted to the superintendent for approval.

**Sick Leave:** Ten (10) days per year until 60 days have accumulated. Five (5) days per year being accumulated over 60 days up to 75 days. A doctor's certification is required after five (5) consecutive days being used for sick leave. A second doctor's certification may be requested if the administration feels it is necessary. Up to fifteen (15) days teacher sick leave may be used for sickness of teacher's parents, spouse, or children with the approval of the Administration. After use of those days, any other day used for sickness of teacher's parents, spouse, or children will be treated as personal leave days. After accumulated personal leave days are used, the teacher will be subject to loss of pay (See Unpaid Teacher Leave). Departing teachers will be reimbursed for accumulated, unused sick days after 15 years of employment with Fessenden-Bowdon School at the rate of \$30.00 per day.

**Sick and Maternity Leave Bank:** A Sick and Maternity Leave Bank shall be available to all Fessenden-Bowdon School District administrators and teachers. The purpose of this bank shall be to compensate employees in the event their regular sick leave days are exhausted due to catastrophic illness and/or injury, and for maternity leave. The Sick Leave Bank may also be used for catastrophic illness of a teacher's parents, spouse, or children after the use of the fifteen (15) days allowed in the sick leave policy plus the use of all personal leave. Each participating employee shall invest one sick leave day in the bank at the beginning of the school year. When the balance gets above 150 days, no days will be taken from their sick leave. When the balance falls below 150 days, each member shall be assessed a day the following school year to restore a minimum 150 day balance. If it takes more than one year to get it back over 150, then members continue to invest days until the minimum 150 day balance is met.

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- A. Application. Any participating member may apply to the Sick and Maternity Leave Bank Executive Committee for consideration if they have used their own accumulated sick leave and personal days by notification to the School Administration and the President of the Fessenden-Bowdon Education Association. Sick leave days drawn from the sick and maternity leave bank bear the same burden of proof with the Administration as personal sick days.
- B. Executive Committee. The Purpose of the Sick and Maternity Leave Bank Executive 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 and Maternity Leave Bank is not abused. The committee shall be composed of three members (the FBEA president, the School Board president, and either the elementary or high school principal, depending upon the staff member requesting days).
- C. Sick Leave Limitations. (This does not cover maternity leave). Any participating member of the Sick and Maternity Leave Bank, upon approval of the Sick and Maternity Leave Bank Executive Committee, may draw from the Sick and Maternity Leave Bank up to 50% of the days in the bank. These need not be consecutive days.
- D. Maternity Leave Limitations. Any participating member of the Sick and Maternity Leave Bank, upon approval of the Sick and Maternity Leave Bank Executive Committee, may draw from the Sick and Maternity Leave Bank up to eight (8) days from the bank for maternity leave. Maternity Leave days from the bank cannot exceed twenty-eight (28) days per school year.
- E. Accounting. The record of the days in the bank and each participating member's accumulated sick leave days will be kept on active file by the business manager.

**Funeral Leave:** Each teacher will be allowed a maximum of (5) five school days annually to attend funerals. If all (5) five days are utilized, additional days shall come out of accumulated sick leave.

The Superintendent may grant additional days for funeral leave per occasion and will take into consideration the relationship and travel necessary.

**Maternal and Paternal Leave:** A teacher shall be able to teach until the teacher and doctor agree to a date to terminate her duties and upon a doctor's approval shall be permitted to resume duties. In the event a doctor recommends the father to be home for the care of the mother and child, he shall be granted the same leave with the above stipulations. The absence of either case shall be treated as sick leave.

**Adoption Leave:** Adoption of infants - five (5) days and additional days as recommended by the adoption agency and discretion of the board. Other than infants - at the discretion of the board. Infants being defined as newborn through four (4) years of age. Days used will be deducted from accumulated sick leave.

**Unpaid Teacher's Leave:** Teachers taking days leave over contract authorized leave shall be deducted substitute cost for the first unpaid day annually. Subsequent days leave over contract authorized leave shall be deducted from salary and determined by dividing contracted salary (minus extra-curricular) by contracted days.

**B. MISCELLANEOUS**

**Substitute Teachers:** Substitute teachers shall be hired for elementary music and physical education classes when these teachers are absent, if at all possible. Notification of absence shall be by 7:30 A.M. of that day. Pay for teachers employed by the school will be \$18.50 for loss of preparation time.

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**Contract Days and Time:** Contract days for the school year will be 183 days. Contracted time is 8:00 AM to 3:45 PM.

**Overloaded Schedule:** Each teacher shall be guaranteed the equivalent of five (5) prep periods per week. Compensation for an overloaded schedule will be one-seventh (1/7) times the daily salary times the number of days this occurs. This considers a seven-period day.

**Non-Contracted Pay:** A teacher will be compensated for meetings requested by administration, that are not on contracted time, at the same rate of loss of preparation time indicated under Substitute Teachers.

**Released Assessment:** In the event that a teacher breaks his contract, the release assessment will be as follows:

<b><i>Date</i></b>	<b><i>Amount</i></b>
<b>June 1-30</b>	\$300.00
<b>After June 30</b>	\$1200.00

The assessment fee (pro-rated for part-time contracts) must accompany the request in order for the release to be considered.

**Health Insurance:** The school district shall pay the sum equal to a single plan for full-time teachers toward the premium on one group health and major medical insurance as selected by the Fessenden-Bowdon School Board. The Board will take the opinion of the teachers into consideration before a decision is made. Part-time teachers shall be prorated accordingly. No payments in lieu of premiums shall be made by the school district.

**Dental & Vision Insurance:** The school district shall pay the sum equal to a single dental plan and a single vision plan for full-time teachers as selected by the Fessenden-Bowdon School Board. The Board will take the opinion of the teachers into consideration before a decision is made. Part-time teachers shall be prorated accordingly. No payments in lieu of premiums shall be made by the school district.

**Teachers' Fund for Retirement:** The School Board will pay the full 24.5% of TFFR (Board contribution = 12.75% plus Teacher Assessment = 11.75%) in the 2021-22 and 2022-23 school year.

**Experience:** When determining placement on the salary schedule, the School Board reserves sole discretion in determining the years of experience a teacher new to the system may bring in to Fessenden-Bowdon School, not to ever exceed actual experience.

**Teacher Licensure Requirement:** Faculty contracted with the Fessenden-Bowdon School District must be appropriately licensed to teach within the State of North Dakota and highly qualified by dates specified by the Education Standards and Practices Board (ESPB). School administrators and/or office personnel will verify license prior to issuing a contract

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and provide safeguards against a license expiration that may occur during a school year. However, it is the ultimate responsibility of the professional faculty member to obtain and maintain a valid license. Neither the district nor any other school personnel are financially liable for any fines or penalties imposed on a faculty member due to the faculty member's license expiration. The faculty member is solely responsible for payment of all fines and other penalties.

**Continuing Education:** The number of semester hours of continued education that is required of each teacher in the Fessenden-Bowdon School shall have the following guidelines:

1. Teachers having a B.S. degree must complete 6 semester hours each five years.
2. The teacher shall have five (5) years in the Fessenden-Bowdon system to gain such required hours.
3. If a teacher does not gain the required hours, he shall be frozen on the same step. The teacher will remain frozen on the same step until the number of hours are gained at which time he may advance an additional step.
4. Refusal to meet requirements of continuing education could result in dismissal of that teacher.
5. In order to advance to the MS step, the degree or hours earned must be in the area that the teacher is teaching.
6. The Fessenden-Bowdon School will pay up to \$125/credit per teacher for continuing education courses, up to \$250/credit per teacher for advanced degree programs in the field of education. The cumulative total from the district available for all staff will be \$1,200. Reimbursement will occur upon successful completion of course study and invoiced for the credit earned. The form and documentation must be submitted by May 15th each year to receive reimbursement for that year.
7. Lane change: Certified staff to apply for lane change once per year and form must be submitted by June 30.

**Dual Credit:** Instructors teaching a dual credit course will receive an additional payment of \$400.00 per semester.

**Combined Classrooms:** If grades are combined, the instructor will receive \$2,500.00 above the negotiated contract salary (pro-rated for percentage of time spent in the combination classroom). Salary is to be paid monthly along with regular contract salary.

**Lunch Duty:** Free lunch will be provided to teachers serving recess duty, hall duty and lunchroom duty.

**Recognition Clause**

The board hereby recognizes the Fessenden-Bowdon Education Association as the sole and exclusive representative for negotiations with respect to wages, hours, fringe benefits, and other terms and conditions of employment for all regularly employed full or part-time licensed employees in the appropriate negotiation's unit, including future employees. The Board agrees not to negotiate with any other organization purporting to represent the

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members of the appropriate negotiation's unit for the duration of this Agreement. Valid until end of 2022-2023 school year.

**Duration Clause:** This Agreement, except as otherwise provided, is effective as of July 1, 2021, to June 30, 2023, at which time it shall automatically renew itself for additional periods of one year, unless written notification to the contrary is made by either party no later than no later than 60 days before contract anniversary date. If such notification occurs, the entire Agreement must be renegotiated. Changes may be made at any time by mutual consent.

**Savings Clause:** If any article, section, or clause of this Agreement is found to be in conflict with law or declared illegal by a court of competent jurisdiction, the article, section, or clause, as the case may be, is automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses must remain in full force and effect for the duration of the Agreement if not affected by the duration of the Agreement if not affected by the deleted article, section, or clause.

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**EXTRA-CURRICULAR SALARIES**

<i>Position</i>	<i>Salary</i>
<b>FFA</b>	<b>\$ 4,875</b>
<b>Junior Class Advisor</b>	<b>\$ 1,300</b>
<b>National Honor Society</b>	<b>\$ 375</b>
<b>AdvancEd Committee Chair(s)</b>	<b>\$ 1,000</b>
<b>Sophomore Class Advisor</b>	<b>\$ 625</b>
<b>Freshman Class Advisor</b>	<b>\$ 625</b>
<b>Student Council Advisor</b>	<b>\$ 375</b>
<b>Vocal &amp; Instrumental Music</b>	<b>\$ 1,500</b>
<b>Yearbook</b>	<b>\$ 3,250</b>
<b>Academic Pursuit (per contest)</b>	<b>\$ 40</b>
<b>FCCLA</b>	<b>\$ 2,900</b>
<b>Close-Up Advisor</b>	<b>\$ 875</b>
<b>LEGO Robotics Advisor</b>	<b>\$ 1,550</b>
<b>5<sup>th</sup> &amp; 6<sup>th</sup> Grade Basketball</b>	<b>\$ 1,350</b>
<b>5<sup>th</sup> &amp; 6<sup>th</sup> Grade Volleyball</b>	<b>\$ 1,000</b>
<b>SADD Advisor</b>	<b>\$ 625</b>

Any position with more than one advisor will split salary accordingly. All duties must be completed before extra-curricular salaries are paid which will be determined by the Superintendent.

**The provisions of this agreement will be effective as of July 1, -2021 for new contracts, and will continue and remain in full force and effect until June 30, 2023.**

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**FESSENDEN-BOWDON SCHOOL DISTRICT 25  
PROFESSIONAL STAFF**

**2021-22**

BASE       \$39,450.00  
STEP        \$600.00  
LANE        \$350.00  
BS TO MS I   \$1,150.00

<u>STEP</u>	<u>BS</u>	<u>BS+8</u>	<u>BS+16</u>	<u>BS+24</u>	<u>BS+32</u>	<u>BS+40</u>	<u>MS</u>	<u>MS+16</u>
0	\$39,450	\$39,800	\$40,150	\$40,500	\$40,850	\$41,200	\$42,350	\$42,700
1	\$40,050	\$40,400	\$40,750	\$41,100	\$41,450	\$41,800	\$42,950	\$43,300
2	\$40,650	\$41,000	\$41,350	\$41,700	\$42,050	\$42,400	\$43,550	\$43,900
3	\$41,250	\$41,600	\$41,950	\$42,300	\$42,650	\$43,000	\$44,150	\$44,500
4	\$41,850	\$42,200	\$42,550	\$42,900	\$43,250	\$43,600	\$44,750	\$45,100
5	\$42,450	\$42,800	\$43,150	\$43,500	\$43,850	\$44,200	\$45,350	\$45,700
6	\$43,050	\$43,400	\$43,750	\$44,100	\$44,450	\$44,800	\$45,950	\$46,300
7	\$43,650	\$44,000	\$44,350	\$44,700	\$45,050	\$45,400	\$46,550	\$46,900
8	\$44,250	\$44,600	\$44,950	\$45,300	\$45,650	\$46,000	\$47,150	\$47,500
9	\$44,850	\$45,200	\$45,550	\$45,900	\$46,250	\$46,600	\$47,750	\$48,100
10	\$45,450	\$45,800	\$46,150	\$46,500	\$46,850	\$47,200	\$48,350	\$48,700
11	\$46,050	\$46,400	\$46,750	\$47,100	\$47,450	\$47,800	\$48,950	\$49,300
12	\$46,650	\$47,000	\$47,350	\$47,700	\$48,050	\$48,400	\$49,550	\$49,900
13			\$47,950	\$48,300	\$48,650	\$49,000	\$50,150	\$50,500
14			\$48,550	\$48,900	\$49,250	\$49,600	\$50,750	\$51,100
15				\$49,500	\$49,850	\$50,200	\$51,350	\$51,700
16				\$50,100	\$50,450	\$50,800	\$51,950	\$52,300
17						\$51,400	\$52,550	\$52,900
18						\$52,000	\$53,150	\$53,500

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**FESSENDEN-BOWDON SCHOOL DISTRICT 25  
PROFESSIONAL STAFF**

**2022-23**

BASE	\$39,900.00
STEP	\$600.00
LANE	\$350.00
BS TO MS I	\$1,150.00

<u>STEP</u>	<u>BS</u>	<u>BS+8</u>	<u>BS+16</u>	<u>BS+24</u>	<u>BS+32</u>	<u>BS+40</u>	<u>MS</u>	<u>MS+16</u>
0	\$39,900	\$40,250	\$40,600	\$40,950	\$41,300	\$41,650	\$42,800	\$43,150
1	\$40,500	\$40,850	\$41,200	\$41,550	\$41,900	\$42,250	\$43,400	\$43,750
2	\$41,100	\$41,450	\$41,800	\$42,150	\$42,500	\$42,850	\$44,000	\$44,350
3	\$41,700	\$42,050	\$42,400	\$42,750	\$43,100	\$43,450	\$44,600	\$44,950
4	\$42,300	\$42,650	\$43,000	\$43,350	\$43,700	\$44,050	\$45,200	\$45,550
5	\$42,900	\$43,250	\$43,600	\$43,950	\$44,300	\$44,650	\$45,800	\$46,150
6	\$43,500	\$43,850	\$44,200	\$44,550	\$44,900	\$45,250	\$46,400	\$46,750
7	\$44,100	\$44,450	\$44,800	\$45,150	\$45,500	\$45,850	\$47,000	\$47,350
8	\$44,700	\$45,050	\$45,400	\$45,750	\$46,100	\$46,450	\$47,600	\$47,950
9	\$45,300	\$45,650	\$46,000	\$46,350	\$46,700	\$47,050	\$48,200	\$48,550
10	\$45,900	\$46,250	\$46,600	\$46,950	\$47,300	\$47,650	\$48,800	\$49,150
11	\$46,500	\$46,850	\$47,200	\$47,550	\$47,900	\$48,250	\$49,400	\$49,750
12	\$47,100	\$47,450	\$47,800	\$48,150	\$48,500	\$48,850	\$50,000	\$50,350
13			\$48,400	\$48,750	\$49,100	\$49,450	\$50,600	\$50,950
14			\$49,000	\$49,350	\$49,700	\$50,050	\$51,200	\$51,550
15				\$49,950	\$50,300	\$50,650	\$51,800	\$52,150
16				\$50,550	\$50,900	\$51,250	\$52,400	\$52,750
17						\$51,850	\$53,000	\$53,350
18						\$52,450	\$53,600	\$53,950



**FESSENDEN-BOWDON SCHOOL DISTRICT 25  
NEGOTIATED AGREEMENT 2021-2023**

**Ratification**

The Negotiated Agreement as negotiated between the Fessenden-Bowdon Education Association and the Fessenden-Bowdon Board of Education for the 2021-2023 school years is hereby ratified.

Dated this 9<sup>th</sup> day of June, 2021.

School Board Representatives

Fessenden-Bowdon Education  
Association Representatives

\_\_\_\_\_  
Miranda Kittelson

\_\_\_\_\_  
David Locken

\_\_\_\_\_  
Reade Neumiller

\_\_\_\_\_  
Kelsey Mongeon

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date