

**FINLEY-SHARON PUBLIC SCHOOL
DISTRICT 19**

MASTER AGREEMENT

2021-2023

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FINLEY-SHARON PUBLIC SCHOOLS
Professional Negotiation Agreement

Article I. General Information

Section 1. Understanding

The Board and the Association agree that the terms and conditions set forth in the agreement represents the understanding and commitment between the parties and that said terms and conditions 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 a part of this agreement.

Section 2. Savings Clause

Should any article, section or clause of the agreement be declared illegal by a court of competent jurisdiction or current North Dakota Century Code provisions, said article, section or clause will be automatically deleted from the agreement to the extent that it violated the law, but the remaining articles, sections and clauses will remain in full force and effect for the duration of this agreement.

Section 3. Copies

Copies of this agreement will be printed at the expense of the Board within sixty (60) days after the agreement is signed and will be presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

Section 4. Communications

The Association agrees to keep the Board immediately informed of any changes of names along with mailing addresses of the officials serving the Association, thus assuring an official a reliable means of communications between the Board and the Association.

Section 5.

All teachers and their spouses are to be admitted to all school athletic events free of charge.

Section 6.

Efforts will be made to provide a duty-free lunch for each teacher as much as possible.

Article II. Length of School Year

Section 1.

For school year 2021-2022 the number of teacher contract days will be 183 days. For school year 2022-2023 the number of teacher contract days will be 183 days. Three days will be

professional development days with two days prior to the beginning of the school year and one day in January. Three days will be holidays. Two days will be comp time for parent teacher conference hours. Student contact days will be 175 days for 2021-2022 and 2022-2023.

Section 2.

Hours and Contract Year: The school day for any teacher will be 1/2 hour before school begins and 1/2 hour after school is dismissed. Each teacher will supervise all such extracurricular activities as contracted for. Attendance at staff meetings is required unless excused by the administration. There will be a minimum of 1 meeting per month during the school year.

Article III. Additional Activities

Section 1. Additional Activities

Subd. 1 The normal duties for teachers include a share of extra-curricular, co-curricular, and supervisory activities, as determined by the principal, superintendent and School Board.

Subd. 2 Staff members will be reimbursed \$25.00 for each class period in which they substitute teach. (5 class taught and one study hall).
2021-2022 pay will increase to \$25.00

Subd. 3 Special committee members will be paid at the rate of \$25.00 per hour. Prior approval by the Superintendent will be required as to the number of hours allowed. Work must be done outside of regular workday hours or during the summer.
2021-2022 pay will increase to \$25.00

Article IV. Books and Instructional Supplies

Each teacher will submit to the administration a requisition for books and instructional supplies or repairs for the coming school year.

Teachers purchasing materials and/or supplies with the advance approval of the administration will be reimbursed upon submission of such materials and/or supplies and an appropriate receipt of purchase.

Article V. Group Insurance

Section 1. Selection

The Board will make the selection of the insurance policy.

Section 2. Insurance (Health, Dental & Vision)

The Board will offer a single health insurance policy for each teacher (as per their FTE) employed by the School District who is enrolled in the School District group health and hospitalization plan.

The Board will offer a single dental and vision policy for each teacher (as per their FTE) employed by the school district.

Section 3. Flexible Benefit Program

The board will pay for the setup charges for the Flex Plan and the maintenance charges. The program allows you to use pretax dollars to pay for your share of miscellaneous medical and some other expenses. Dollars left in the program will be returned to the district.

Section 4. Group Long Term Disability Plan

The board will contribute a sum not to exceed \$10.00 a month to cover this insurance.

Section 5. Term Life Insurance

The board will pay for a \$50,000.00 term life policy premium.

Article VI. Leaves

Section 1. Sick Leave

Subd. 1. All full-time teachers will be credited with sick leave at the rate of ten (10) days for each year of service in the employ of the school district. If said teacher does not complete the total teaching contract, sick leave will be prorated at one (1) day per month that teacher was employed.

Subd. 2. Unused sick leave days may be accumulated to a maximum credit of 100 days of sick leave per teacher. Once a teacher reaches the accumulated 100 days, the yearly added extra days will be placed in a sick bank until a maximum of two hundred-fifty (250) days are accumulated in the sick leave bank. All other leave must be used before the sick leave bank can be used. Any one person being approved for use of the sick leave bank shall not use more than thirty (30) of the days in the bank. The use of the sick leave bank will be for serious illness or injury. The use of the sick leave bank must be requested in writing (see sick bank request form) and accompanied by a doctor's statement and presented to the sick leave bank committee. The committee will be made up of a board member, administration, and staff member.

Subd. 3. Sick leave with pay will be allowed by the Board whenever a teacher's absence is due to illness, which prevented his/her attendance and performance of duties on that day or days.

Section 1 Sick Leave (continued)

Subd. 4. The School Board may require a teacher to furnish a medical certificate from a qualified physician as evidence of illness in order to qualify for sick leave pay. A medical certificate may be required for all illnesses exceeding three (3) consecutive days.

Subd. 5. Sick leave allowed will be deducted from the accrued sick leave days earned by the teacher.

Subd. 6. Sick leave will be approved only upon submission of a signed request upon the authorized sick leave pay form available at the office.

Subd. 7. Sick leave up to 5 days per incidence may be used for illness involving the teacher's family (spouse, child, grandparents, parent, siblings, mother-in-law, father-in-law, grandchild, daughter-in-law or son-in-law). If additional leave is needed under this section, it will be at the discretion of the Superintendent.

Subd. 8. Each teacher will be allowed sick leave for death involving the teacher's spouse, child, parent, grandparents, siblings, mother-in-law, father-in-law, grandchild, daughter-in-law, son-in-law, aunts, and uncles.

Subd. 9. Each teacher may use up to 2 days of sick leave per year for emergency funeral leave for those persons not included in Subd. 8.

Subd.10 Pay of \$70.00 per day up to thirty (30) days of unused sick leave for any teacher leaving the district upon retirement or the non-renewal of a teacher for reduction in force.

Subd. 11. In the event of severe weather, each teacher may be granted two days of emergency leave, per school year, upon administrative approval. These days shall not be accumulated.

Section 2. Personal Leave

Subd. 1 A full time teacher will be granted personal leave of four (4) days per year. Unused personal leave may accumulate to no more than six days. These days are to be used for situations that are not covered under other provisions of this agreement.

Subd. 1a. Unless waived by the Superintendent of Schools, personal leave will not be granted for the following days:

1. The first five (5) school days of the school term.
2. The last five (5) school days of the school term.

Subd. 2. Requests for personal leave must be made in writing to the Superintendent of Schools for approval or disapproval at least three (3) days in advance, except in the event of an emergency. At no time, will more than three (3) members of the classroom teaching staff have personal leave at any one given time.

Section 2. Personal Leave (continued)

Subd. 3. If a teacher requests and administration approves personal leave in excess of days awarded, a full day's pay will be deducted based upon 1/183rd of such teacher's annual salary. A reason for the request will be stated. Teachers taking leave under this subdivision will not be responsible for payment of a substitute teacher.

Subd. 4. A full time teacher may be reimbursed for unused personal leave days up to four days per year. Request in writing by May 5th to the business manager and approval by the Superintendent for the number of days at the rate of \$175.00.

Section 3. Maternity/Paternity and/or Adoption Leave

Subd. 1. A teacher will be entitled to a leave of three (3) months after the birth of the child. The anticipated amount of leave needed and the type of leave to be used will be worked out between the teacher and the superintendent by the end of the seventh (7th) month. If additional time is needed due to medical complications, the amount will be determined between teacher and superintendent. Sick leave may be used, a leave of absence may be granted, or a combination of the two may be used. A teacher who is pregnant may continue in active employment as long as the teacher and her physician deem it medically wise. Upon teacher's return, the Board will place the returning teacher into their original position or any teaching position for which they are qualified.

Subd. 2. Following the same standards in subdivision 1, a teacher adopting a child will be entitled upon request to a leave during the first year of the adoption.

Article VII. Salaries

Section 1. Schedule

Subd. 1. The salary schedule of the district will apply to all Education Standards and Practices Board (ESPB) licensed personnel with the exception of administrative staff and is attached to and made part of this Article. All teachers will be placed in the appropriate lane.

Subd. 2. The Finley-Sharon School District agrees to pay the teacher's as well as the School Board's share of the Teachers Fund for Retirement assessment.

Subd. 3. The Finley-Sharon School Board agrees to pay an additional lump sum of \$2,000.00 to any individual elementary teacher teaching full time in a combination classroom. A combination classroom is defined as two or more elementary grades in the same classroom. Lump sum payment of \$2,000 will be made at the end of the school year.

Section 2. Method of Payment

Each teacher will be paid their salary in 18 or 24 equal payments, whichever they choose. Teachers must decide prior to first check and then it will remain that way for the full year. Normal pay days will be on the fifth (5) and twentieth (20) day of each month except when a day falls on or during school holidays, vacation or weekend, at which time teachers will receive payment on the last day preceding such holidays, vacations or weekend if at all possible.

Section 3. Payroll Deductions

Payroll deductions will be made at the teacher's written request.

Section 4. Compensation

Subd. 1. The Board reserves the right to go above base if necessary to secure a teacher for a certain position. No first year teacher will be paid more than a returning teacher similarly situated. Similarly situated means same educational lane and years of experience.

Subd. 2. Returning teachers will receive:

Subd. 2a. 2021-2022 school year \$1500.00 salary increase. 2022-23 school year no salary increase.

Subd. 2b. An Educational Increment Increase of \$1500.00 per 10 semester hours earned beyond the bachelor's degree.

Subd. 2c. No increase in the base will be added to the returning teacher's salary (except under 1 above)

Subd. 2d. At the discretion of the Board, up to 10 years of teaching (full-time) experience outside of the Finley-Sharon School District may be included in the first salary of a newly employed teacher. The amount per year added to the base salary of a "new Hire" will be 1% of lane.

Subd. 2e. Movement to the next education level ie. BA + 10, BA + 20 etc. will be based upon semester hours.

Subd. 2f. Approval of accumulated semester hours for education level changes are subject to the discretion of the superintendent.

Subd 2g. The timeline for receiving approval of education level changes are:

- a. A written statement of intent to apply for an education level change must be submitted to the superintendent prior to the next school year.

- b. All supporting documents (official college transcripts) must be submitted to the business manager by the first day of school.
- c. Upon timely receipt and approval of transcript by the superintendent, contracts for teachers who have earned an educational level change will be re-written.
- d. Any Double Major from an accredited college or university will advance a teacher one monetary equivalent of a lane. Any Master's Degree from an accredited college or university will advance that teacher to said lane.

Subd 2h. When a teacher signs a contract and then asks to be released after July 1st, the Board will ask for liquidating damages to fill the position of \$300.00. If a teacher resigns during the school year the amount will be \$500.00. The contract release will only be granted after money has been received by the district. The Board reserves right to waive damages due to health problems or other possible circumstances of said teacher.

Subd 2i. The daily rate for an extended contract will be 1/183 of salary for 2021-2022 and 1/183 salary for 2022-2023.

SALARY SCHEDULE for 2021-2023

2021-2022	BS	BS+10	BS+20	BS+30	BS+40	MS	MS+10	MS+20
	\$ 40,000	\$41,500	\$ 43,000	\$ 44,500	\$ 46,000	\$47,500	\$ 49,000	\$ 50,500

2022-2023	BS	BS+10	BS+20	BS+30	BS+40	MS	MS+10	MS+20
	\$ 40,000	\$41,500	\$ 43,000	\$ 44,500	\$ 46,000	\$47,500	\$ 49,000	\$ 50,500

EXTRA CURRICULAR SCHEDULE 2021-2022 and 2022-2023

All extracurricular payments will be paid at the end of each season or activity or when the principal and/or activities director has determined that all duties have been completed. Payment for extra-curricular duties completed, will be paid on the next regular payday. Payment for any extra-curricular duties outside of teaching will be paid separately from regular paycheck.

Salaries are based on the entire season including tournaments, and all other considerations:

Salary + Increment

5 & 6 Grade Boys Basketball	\$800 + \$25	
5 & 6 Grade Girls Basketball	\$800 + \$25	
Speech	\$2100 + \$50	
Academic Olympics	\$400 + \$30	
Web Page/Annual Advisor	\$1200 + \$30	
School Newspaper Advisor	\$800 + \$30	
Pep Band	\$1200 + \$50	
Junior Class Advisor	\$850 + \$50	Includes Prom, Banquet
Junior Class Advisor	\$500 + \$50	Magazines
Concessions Advisor	\$800 + \$50	
National Honor Society Advisor	\$300 + \$30	
Lego Robotics	\$1000 + \$100	
FFA Advisor	\$2000	
Sophomore Speech Lunch	\$300	
Bus Chaperone	\$50	
Drivers Education	+ \$50	
Classroom	\$20	Per hour
Behind the wheel	\$120	Per student

The Board reserves the right to go above the extracurricular schedule to secure a teacher (new to the school system) for a certain position.

- A. Each position has its own base.
- B. Each position will receive an increment on the base per year of experience to a maximum of 15 years. There will be no cap on years of experience for Band Instructor, Freshman Concessions Advisor, Junior Magazine Advisor, Junior Prom Advisor, and Drivers Ed Instructor.
- C. A person moving up in the same area will begin with the new base and be granted years of experience based on the increment of the previous job. A person moving down in the same area will begin with the new base and be granted years of experience based on the increment of the new job.

Article XVII. Duration

The provisions of this agreement will be effective as of July 1, 2021 and will continue and remain in full force and effect until June 30, 2023. Said agreement will automatically be renewed and continue in full force and effect for additional periods of one (1) year unless either the Board or the Association gives written notice to the other not later than ninety (90) days prior to the expiration date, or anniversary thereof, of its desire to reopen this agreement or individual articles thereof and to negotiate over the terms of a successor agreement. The Board and the Association may mutually agree to reopen negotiations at any time on any selected article of this agreement and to extend the remaining articles without further negotiations.

In witness thereof, duly authorized representatives of the Association and the Board hereunto set their hands and seals this

July 1, 2021

Association Representatives

Board Representatives

FSEA Committee

School Board Member

FSEA Committee

School Board Member

FSEA Committee

School Board Member