

NESSON PUBLIC SCHOOL DISTRICT #2
PROFESSIONAL NEGOTIATIONS CONTRACT
2021-2023

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PREAMBLE

The School Board of the Nesson School District #2 and the Ray Education Association do hereby agree that the welfare of the children of the Nesson School District is paramount in the operation of the school and will be promoted by both parties. The parties do hereby agree as follows:

ARTICLE I RECOGNITION

The School Board of the Nesson Public School District #2 (hereafter referred to as the Board) recognizes the Ray Education Association (hereafter referred to as the Association), as the exclusive representative of all licensed teachers employed for classroom instruction excluding the counselor position.

ARTICLE II GRIEVANCE PROCEDURE

The Board, the Administration, and the Association do hereby agree that an effectively functioning Grievance Procedure contributes directly to improved professional relationships and thus the quality of professional service to the children of the Nesson School District. A plan to resolve dissatisfactions and redress grievances of both supervisory and teaching personnel is an important part of the effective operation of the Nesson Public School System.

Section 1. Objectives

The broad objectives of the Grievance Procedure for the Nesson Public School District shall be:

- a. 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 grievance without fear of reprisal.
- b. to reduce that potential area of conflict between professional staff members, the Administration, and the School Board.
- c. to encourage and assure the freedom of communication through recognized channels between professional staff members, administrators and the School Board.
- d. to encourage the resolution of complaints as near the point of origin as possible.
- e. To contribute to the development of improved morale and effectiveness of the Nesson Public School professional staff through an increased understanding of the Nesson Public School policies which affect them.

Section 2. 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 misinterpretations or inequitable application of established policy of the terms of this agreement.

Section 3. Procedures

Step 1. A teacher or teachers along with their REA Representative will take a grievance to their immediate supervisor, their principal. The teacher or teachers will have ten working days from the date of the occurrence of the incident being grieved to report it to their principal.

Step 2. The Principal must respond to the teacher or teachers within five school days after receiving the grievance. If they feel progress is not being made, the teachers may bring the grievance to the attention of the Superintendent who must also respond to their grievance within five school days.

Step 3. If the problem is not solved in Steps 1 or 2, then the teacher may request a meeting of the grievance committee; this request is to be in writing. Within ten days after receiving the written request, the Superintendent shall call a meeting of the grievance committee consisting of two school board members, two teachers of the Ray School System, and the Superintendent as chairman. The committee shall examine the complaint, consider the options of all parties concerned, interpret the school policy in question, and submit written reports to the School Board and the REA.

Section 4. Disposition

Copies of the grievance procedure shall not become a part of any teacher's personnel file. School Board members, administrators, or teachers shall not discriminate against one another because of the Exercise of their rights under this Grievance Procedure.

ARTICLE III TEACHERS' RIGHTS

Section 1. Rights and Protection in Representation

Pursuant to 15.1-16 of the NDCC, the Board hereby agrees that every teacher employed by the Board shall have the right to organize, to join, and to support the Association and its affiliates for the purpose of professional negotiations and other concerned activities for mutual aid and protections. As a duly elected body exercising governmental power under the laws of North Dakota, the Board agrees that it shall not directly discourage or deprive or coerce any teacher in the endowment of right conferred by 15.1-16 or other laws of North Dakota or the Constitution of North Dakota or the United States; that it shall not discriminate against any teacher with respect to hours, salary, or any terms or conditions of employment by reason of his membership in the Association or its affiliates, professional negotiations with the Board, or his grievance, complaints, or proceeding under the provisions of this agreement or otherwise, with respect to any terms or conditions of employment.

Section 2. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict the rights afforded any teacher under the laws of North Dakota.

Section 3. Required Meeting or Hearings

Whenever any teacher is required to appear before the Superintendent or the Board for reasons that will adversely affect the teacher's contractual status, salary increments, or professional position, the teacher shall be notified of the reasons for such a meeting and be entitled to Association representation at such meeting. Conferences with the Superintendent that are not immediately concerned with the above shall not be deemed a part of this section.

Section 4. Evaluation of Students

The teacher shall have the right to grade and evaluate students within the grading policies of the school district. No grade or evaluation shall be changed unless extenuating circumstances warrant such change and upon consultation with the parties involved.

ARTICLE IV TEACHER EMPLOYMENT

Section 1. Contract Year

Teachers' Employment shall be for a period of 182 days, consisting of 175 actual school days, 3 legal holidays, 2 in-service days, and a minimum of 2 professional development days or as required by law. In the event of multiple storm days beyond those scheduled in the approved school calendar, the board reserves the right to grant administration the ability to convert a maximum of two days for professional development use. The days are to be scheduled in the subsequent school year between the 2nd Monday of August and the last day of school.

Section 2. Part Time Teachers Placement on Salary Schedule

Part time teachers shall be given credit for one full year of experience each year. Their salary shall be computed by the following formula: number of contract days divided by 182 multiplied by the salary for that particular step on the schedule.

ARTICLE V TEACHER ASSIGNMENT

Section 1. Assignment Areas

Teachers shall be assigned to teach in areas in which they have a North Dakota Department of Public Instruction license or credential. Teachers will be notified of tentative class schedules and class splits by August 1, if practical.

Section 2. Extra Curricular

Any assignments and/or changes in addition to the teaching contract during the regular school year shall not be made without consulting the teacher involved.

Section 3. Contract Changes

Additions or changes in an individual's contract will be reduced to writing on a separate page and attached to the individual's contract. Monies forthcoming for these additions or changes shall be paid in a lump sum at the end of the season or activity affected by the change.

ARTICLE VI REDUCTION IN STAFF PROCEDURES

In the event a reduction in staff is necessary due to a decrease in students, educational revisions, or budgetary or financial consideration, the following procedures shall be applied.

1. Reduction in staff shall be based on seniority with seniority defined as length of service in the district. In the event of a tie, the teacher with the greatest academic preparation in the area of employment will have seniority.
2. When the Board has established the actual number of teachers, the areas, and the disciplines to be affected, the administration will determine the list of people to be laid off.
3. Inasmuch as possible, normal attrition will be used; that is teachers who resign will not be replaced if there are qualified teachers, who meet the teaching assignment of the resigning teacher, available in the District.
4. Teachers who are laid off will be recalled in reverse order of layoff to fill openings as they arise and for which the teacher is qualified for a period of time not to exceed two years.
5. To qualify for recall a teacher must keep the Board informed of their current residence. A teacher who has maintained residence in the district will be considered as having kept the Board informed of their current residence.
6. When a teacher is notified of an opening within the two-year time period specified in paragraph 4 above, they will immediately state if they are available and able to take the position. They must accept within five days or his or her name will be removed from the seniority list.

ARTICLE VII SCHOOL DAYS AND MEETINGS

Section 1. School Day

The teachers' day shall begin thirty minutes prior to the beginning of the students' school day and shall end thirty minutes after the student's school day. Teachers are expected to be prepared for the next days' work and to remain longer if students need help or for parent conferences or meetings.

Section 2. Teachers' Meetings

The administration has the right to call staff meetings prior to or after the school day and attendance shall be required by all staff members unless excused by the administration.

Section 3. Lunch Period

Teachers shall have a duty free noon period.

Contracted Licensed teaching staff will be served free school lunch (menu is the same as student's menu).

ARTICLE VIII SALARIES

Section 1. Application of Schedule

The salary schedule of the district shall apply to all teachers and is attached to and made a part of this article. All teachers shall be placed on the salary schedule at the discretion of the board. The Board reserves the right to digress from the salary schedule in critical areas or emergencies.

Section 2. Method of Payment

Normal paydays are the 5th and 20th of each month at which time equal payments of salary, less deductions, will be made. The standard method of payment of the teacher's contract is calculated over 12 months. The final check is to be issued June fifth following verification of the Superintendent of completion of all conditions of the contract.

Section 3. Advancement Vertically

All teachers shall return and obtain a minimum of **FOUR GRADUATE SEMESTER HOURS** of credit in their major or minor field of study every five years. If this is not done, the teacher will not be moved vertically on the salary schedule. Undergraduate or other areas may be permitted if prior approval is received from the Superintendent. This section took affect at the beginning of the 1982-1983 school year. As of April 1995 the form, "Graduate Coursework" & "In-service Hours" record sheet was officially adopted to monitor compliance with the professional growth requirements.

a. Adding Steps to Salary Schedule

Any teacher who reaches the highest step of the salary schedule in the BS+32 and the MS+8 lanes shall be granted the same step increment in their present education lane for each additional year of contracted service.

b. Adding Steps to Extra-Curricular Salary Schedule

Any coach/advisor shall be granted one additional step for each year of extra-curricular work scheduled beyond the 30-year maximum listed in the schedule effective May, 2019.

Section 4. Advancement Laterally

If, after contracts are signed, a teacher becomes qualified for a higher lane on the salary schedule due to attendance at summer school, the teacher's contract will be changed to the amount corresponding to the higher step. Credits earned after the school year starts will not be applied until the following academic year.

Section 5. Extra-Curricular Pay

Teachers receiving extra-curricular pay may receive the full payment at the completion of the job or they may have the amount divided equally and added to each regular paycheck. They must decide which option they prefer before the first pay period and all of each teacher's extra-curricular pay must be paid the same way.

Section 6. Teachers Covering Additional Periods

All teachers shall be paid the equivalent of one period of the substitute teacher's pay for relinquishing their preparation period to cover another teacher's class or study hall.

ARTICLE IX INSURANCE PROGRAM

All contracted licensed teaching staff employed prior to the 2001-2002 school year shall receive the amount listed on the salary schedule to be used towards an employee health insurance and/or taxable cash option plan that is in compliance with Internal Revenue regulations. Employees may have the option of adjusting their benefit distribution as needed at the beginning of each school year.

Any contracted licensed teaching staff employed beginning with the 2001-2002 school year and thereafter shall receive up to the amount listed on the salary schedule to be used towards an employee health insurance plan. Effective with the 2011-2012 school year, contracted licensed teaching staff not needing health insurance will have the option to receive 50% of the amount listed on the salary schedule to be used towards a taxable cash option plan that is in compliance with Internal Revenue regulations. Employee must have access to a quality insurance plan elsewhere, such as a spouse's plan, to be eligible.

A third party agency that is mutually agreed upon by the Ray Education Association and the Nesson School Board shall administer the health insurance plan.

ARTICLE X LEAVES

Section 1. Accumulation of Sick Leave

At the beginning of each school year, each teacher shall be credited with a twelve-day sick leave allowance to be used for absence caused by illness, disability, or clinical appointment of the teacher. A doctor's certificate may be requested by the Superintendent of any sick leave exceeding three days. In case of medical emergencies encountered by a teacher's family member, the teacher may be granted those days as sick leave at the discretion of the Superintendent. The unused portion of such allowance shall accumulate from year to year to a maximum of 108 days. At the beginning of each school year,

the Board shall furnish a written statement to each teacher setting forth the teacher's unused sick leave credit. Upon those occasions when a teacher receives a direct salary compensation check from the North Dakota Workmen's Compensation Bureau as provided by the State, the amount of that compensation check shall be deducted from the regular salary check to which the employee is entitled.

Section 2. Exhaustion of Sick Leave

The district shall sever the teacher's pay after twelve (12) days of sick leave or termination of accumulative sick leave. If days were needed beyond the accumulated sick leave, or personal leave, a teacher would have 1/182 of the yearly salary deducted for each additional day.

Section 3. Paternity Leave

Paternity leave is treated in our district under sick leave policy. If the mother requires hospitalization due to her pregnancy, the father would be able to use his sick leave while she was in the hospital. Administrative approval would be needed if the paternal leave extended beyond five days.

Section 4. Unused Sick Leave Over One Hundred Eight (108) Days

Any teacher upon reaching the 108-day cap on sick leave shall be reimbursed for additional unused sick leave at a rate of ten dollars (\$10) per day payable at the end of the school year.

Section 5. Payment of Accumulated Sick Leave Upon Retirement

Any teacher who has at least ten (10) years of service with the District, who applies and qualifies for retirement benefits with North Dakota Teachers Fund For Retirement, shall be reimbursed for unused sick leave at a rate of twenty dollars (\$20) per day payable at the end of the school year.

Section 6. Personal Leave

At the beginning of each school year each teacher will be credited with three days annually to be used for personal business. Two days can be accumulated to allow a maximum of (5) five days. A teacher will be paid the rate equal to that of the daily rate for a substitute teacher for unused personal days beyond 2 days. A personal business day may be used for any purpose at the discretion of the teacher provided a substitute is available. A teacher planning to use a personal business day or days shall notify his principal at least one school day in advance. Personal leave will be granted provided no more than two teachers will be taking personal leave at the same time and substitute teachers are available. First requests will be honored first. (If days were needed beyond the accumulated sick leave or personal leave, a teacher would have 1/182 of the yearly salary deducted for each of the additional days.)

Administrative approval would be needed for more than five days. Extra-curricular pay would not be included in the total salary unless these days fell during the season of the extra-curricular event.

Section 7. Emergency/Bereavement Leave

(A) Bereavement Leave: In cases of death of mother, father, spouse, brother, sister, child, grandmother, grandfather, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, or in the case of any other relative residing in the immediate household of any teacher: absence with pay, not to exceed five (5) working days, per occurrence, shall be granted to full and part-time licensed teaching employees with net credited experience in the District of three (3) months or more.

1. If more than the five (5) working days specified above is needed for the purposes of this provision, the teacher, with approval of the Superintendent, may either use accumulated sick leave days OR have the cost of a substitute deducted from their pay.
 - a. Neither sick leave nor substitute pay deduct may be used UNLESS the Bereavement Leave provided has been exhausted.
 - b. If pay deduction is chosen, the substitute pay amount will be deducted whether or not a sub is required.
2. Other special leaves, such as (but not limited to) death and/or critical illness of an aunt, uncle, nephew, niece, etc; may be authorized at the discretion of the Superintendent for inclusion in this provision.

(B) Emergency Leave: In cases of critical illness of mother, father, spouse, brother, sister, child, grandmother, grandfather, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, or in the case of any other relative residing in the immediate household of any teacher: absence with pay,

not to exceed five (5) working days shall be granted to full and part-time licensed teaching employees with net credited experience in the District of three (3) months or more.

(NOTE: Items A-1, A-1-a, and A-1-b, cited above also apply to this Part B)

ARTICLE XI CLASSROOM CONTROL AND DISCIPLINE

Section 1. Policy

A definition of the duties and responsibilities of all administrators and teachers pertaining to student behavior shall be presented to each teacher at the start of each school year.

Section 2. Disruption

When, in the judgment of a teacher, a student is by his behavior disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the classroom for that day. In such cases, the principal shall contact the parent or guardian involved as soon as possible to discuss the problem and decide upon steps to a resolution.

In the event that such disruption constitutes cause for suspension of a student from school, such suspension shall follow a procedure that has been previously established by the Superintendent and the Board and has been distributed at the beginning of the year to student, teachers, and parents.

Section 3. Legal Protection

Any case of assault upon a teacher shall be promptly reported to the Superintendent and the Board. **THE BOARD SHALL CARRY WORKERS' COMPENSATION AND LIABILITY INSURANCE THAT WILL COVER TEACHERS' INJURIES, LEGAL COSTS, AND/OR DAMAGES WHEN THE INJURY IS JOB RELATED AND/OR THE DISTRICT IS LIABLE.**

Section 4. Action on Complaints

No action shall be taken upon any complaint by a parent or a student directed toward a teacher nor shall any notice thereof be included in said teacher's file unless such matter is reported in writing to the teacher concerned.

Section 5. Policy to Provide a Protected Environment

The School Board of the Nesson School District #2 will not condone the accosting of any employee during the performance of their assigned duties; and will vigorously support any such employee, including the filing of complaint charges on their behalf, if it is deemed to be necessary. (Adopted by the Board 6/13/95)

ARTICLE XII MISCELLANEOUS PROVISIONS

Section 1. Understanding

The Board and the Association agree that the terms and conditions set forth in this agreement represent the full and completed 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. Saving Clause

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

Section 3. Individual Contracts

Any contract between the Board and a teacher shall be expressly subject to the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement for its duration shall be controlling.

Section 4. Copies

The Board will provide copies of this agreement within thirty days after the agreement is signed and shall present to all teachers employed by the District a copy. Two copies of this agreement shall be provided to the Association for its use.

ARTICLE XIII 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 year(s) unless either the Board or the Association gives written notice to the other not later than ninety days prior to the expiration date or any anniversary thereof of its desire to reopen this agreement 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 addition, both parties expressly recognize that negotiations on the terms of a successor agreement must take place at the request of either party providing proper notice is given. In witness thereof, duly authorized representatives of the Board and the Association hereunto set their hands and seals this 12th day of April, 2021.



ASSOCIATION PRESIDENT



BOARD CHAIRMAN

SALARY SCHEDULE 2021-2022

RAY PUBLIC SCHOOL

STEP	BS	BS+8	BS+16	BS+24	BS+32	Masters	Masters+8
0	52578	52928	53303	53703	54303	54928	55553
1	53118	53468	53843	54243	55053	55843	56553
2	53658	54008	54383	54783	55803	56758	57553
3	54198	54548	54923	55323	56553	57673	58553
4	54738	55088	55463	55863	57303	58588	59553
5	55278	55628	56003	56403	58053	59503	60553
6	55818	56168	56543	56943	58803	60418	61553
7	56358	56708	57083	57483	59553	61333	62553
8	56898	57248	57623	58023	60303	62248	63553
9	57438	57788	58163	58563	61053	63163	64553
10	57978	58328	58703	59103	61803	64078	65553
11		58868	59243	59643	62553	64993	66553
12		59408	59783	60183	63303	65908	67553
13		59948	60323	60723	64053	66823	68553
14		60488	60863	61263	64803	67738	69553
15			61403	61803	65553	68653	70553
16			61943	62343	66303	69568	71553
17				62883	67053	70483	72553
18				63423	67803	71398	73553
19				63963	68553	72313	74553
20				64503	69303	73228	75553
21					70053	74143	76553
22					70803	75058	77553
23					71553	75973	78553
24					72303	76888	79553
25					73053	77803	80553
26					73803	78718	81553
27					74553	79633	82553
28					75303	80548	83553
29					76053	81463	84553
30					76803	82378	85553
31					77553	83293	86553

Insurance/Annuity 25% of base = \$13,144.50

SALARY SCHEDULE 2022-2023

RAY PUBLIC SCHOOL

STEP	BS	BS+8	BS+16	BS+24	BS+32	Masters	Masters+8
0	53630	53980	54355	54755	55355	55980	56605
1	54170	54520	54895	55295	56105	56895	57605
2	54710	55060	55435	55835	56855	57810	58605
3	55250	55600	55975	56375	57605	58725	59605
4	55790	56140	56515	56915	58355	59640	60605
5	56330	56680	57055	57455	59105	60555	61605
6	56870	57220	57595	57995	59855	61470	62605
7	57410	57760	58135	58535	60605	62385	63605
8	57950	58300	58675	59075	61355	63300	64605
9	58490	58840	59215	59615	62105	64215	65605
10	59030	59380	59755	60155	62855	65130	66605
11		59920	60295	60695	63605	66045	67605
12		60460	60835	61235	64355	66960	68605
13		61000	61375	61775	65105	67875	69605
14		61540	61915	62315	65855	68790	70605
15			62455	62855	66605	69705	71605
16			62995	63395	67355	70620	72605
17				63935	68105	71535	73605
18				64475	68855	72450	74605
19				65015	69605	73365	75605
20				65555	70355	74280	76605
21					71105	75195	77605
22					71855	76110	78605
23					72605	77025	79605
24					73355	77940	80605
25					74105	78855	81605
26					74855	79770	82605
27					75605	80685	83605
28					76355	81600	84605
29					77105	82515	85605
30					77855	83430	86605
31					78605	84345	87605

Insurance/Annuity 25% of base = \$13,407.50

EXTRA-CURRICULAR SALARY SCHEDULE 2021-2023

Steps	HEAD	HEAD	ASST	ASST	JR	ELEM	FFA	HEAD	ASST	ANNUAL	CONC	JR	ST COUNCIL	
	FB, VB BB	GF, TR BsB FPsB	FB, VB BB	GF, TR BsB FPsB	HIGH									CL
					COACH	COACH	FBLA	SPEECH	SPEECH			MGR*		ADV
							FCCLA							
0	3000	2200	2150	2050	1800	1500	3000	2300	2150	1600	1650	800	1250	
1	3100	2300	2250	2150	1900	1600	3100	2400	2250	1700	1750			
2	3200	2400	2350	2250	2000	1700	3200	2500	2350	1800	1850			
3	3300	2500	2450	2350	2100	1800	3300	2600	2450	1900	1950			
4	3400	2600	2550	2450	2200	1900	3400	2700	2550	2000	2050			
5	3500	2700	2650	2550	2300	2000	3500	2800	2650	2100	2150			
6	3600	2800	2750	2650	2400	2100	3600	2900	2750	2200	2250			
7	3700	2900	2850	2750	2500	2200	3700	3000	2850	2300	2350			
8	3800	3000	2950	2850	2600	2300	3800	3100	2950	2400	2450			
9	3900	3100	3050	2950	2700	2400	3900	3200	3050	2500	2550			
10	4000	3200	3150	3050	2800	2500	4000	3300	3150	2600	2650			
11	4100	3300	3250	3150	2900	2600	4100	3400	3250	2700				
12	4200	3400	3350	3250	3000	2700	4200	3500	3350	2800				
13	4300	3500	3450	3350	3100	2800	4300	3600	3450	2900				
14	4400	3600	3550	3450	3200	2900	4400	3700	3550	3000				
15	4500	3700	3650	3550	3300	3000	4500	3800	3650	3100				
16	4600	3800	3750	3650	3400	3100	4600	3900	3750	3200				
17	4700	3900	3850	3750	3500	3200	4700	4000	3850	3300				
18	4800	4000	3950	3850	3600	3300	4800	4100	3950	3400				
19	4900	4100	4050	3950	3700	3400	4900	4200	4050	3500				
20	5000	4200	4150	4050	3800	3500	5000	4300	4150	3600				
21	5100	4300	4250	4150	3900	3600	5100	4400	4250	3700				
22	5200	4400	4350	4250	4000	3700	5200	4500	4350	3800				
23	5300	4500	4450	4350	4100	3800	5300	4600	4450	3900				
24	5400	4600	4550	4450	4200	3900	5400	4700	4550	4000				
25	5500	4700	4650	4550	4300	4000	5500	4800	4650	4100				
26	5600	4800	4750	4650	4400	4100	5600	4900	4750	4200				
27	5700	4900	4850	4750	4500	4200	5700	5000	4850	4300				
28	5800	5000	4950	4850	4600	4300	5800	5100	4950	4400				
29	5900	5100	5050	4950	4700	4400	5900	5200	5050	4500				
30	6000	5200	5150	5050	4800	4500	6000	5300	5150	4600				

FFA/FBLA/FCCLA: School District pays expenses for National Convention

BONUS COACHING/ADVISOR PAY: \$250 per week for Head Coach/Advisor; \$175 per week for Asst. Coach/Advisor; Maximum of 2 weeks bonus pay for extra time worked.

*CONCESSION MGR: If unable to fill position, the Jr. Class Advisor will be assigned the duty.

PLAY = Amount per play

CHEERLEADING = Amount per season

