

**Agreement Between
The Rugby Education Association & The Rugby Board of Education**

Rugby Public School District No. 5 Rugby, ND 58368

For the school year: 2021-2022 (FY22) & 2022-2023 (FY23)

Legal References:

Anniversary Date of this Agreement: June 30 of each year

Duration of Agreement: 2 Years - 7/1/2021-6/30/2023

ND Century Code: 15.1-16

The Board and the Association agree that the terms and conditions set forth in this Agreement represent the full and complete 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 part of this Agreement. All terms and conditions of employment not covered by this agreement shall continue to be subject to the Board's exclusive direction and control.

In the event any Article, Section, or clause of this Agreement is held by the courts to be illegal or in conflict with the laws of the State or Federal government, the validity of the remaining portions or provisions of this agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular Article, Section, or clause held to be invalid.

The provisions of each Article of this Agreement, except as otherwise specifically provided, shall be 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 December 15, 2023. If such notification occurs, the entire Agreement shall be renegotiated. Changes may be made at any time by mutual consent.

In witness whereof, signatures of the duly authorized representatives of the Association and the Board indicate that this Agreement has been ratified by the Rugby Education Association and the Rugby Public School District No. 5 School Board.

Rugby Education Association

By its Representative



Date: May 18, 21

Rugby Board of Education

By its President



Date: 5-18-2021

I. SALARY SCHEDULES.

1. The Fiscal Year 2022 (2021-2022) salary schedule shall be as follows:

Minimum Salary: A full time teacher will not receive less than the minimum salary indicated for their educational level. Any increase to the Minimum Full Time Salary will be applied to the yearly raise.

Educational Level BS/BA
 FY22 Minimum Full Time Salary = \$40,800

Educational Level BS/BA+8
 FY22 Minimum Full Time Salary = \$41,300

Educational Level BS/BA+16
 FY22 Minimum Full Time Salary = \$41,800

Educational Level BS/BA+24
 FY22 Minimum Full Time Salary = \$42,300

Educational Level MA/MS
 FY22 Minimum Full Time Salary = \$44,300

Educational Level MA/MS+16
 FY22 Minimum Full Time Salary = \$45,300

Experience Increment Teachers will receive a minimum yearly increment equal to the amount indicated for the educational level for which they qualify.

Educational Level	<u>BS/BA</u>	<u>BS/BA+8</u>	<u>BS/BA+16</u>	<u>BS/BA+24</u>	<u>MA/MS</u>	<u>MA/MS+16</u>
Experience Increment	\$600	\$600	\$800	\$900	\$1000	\$1100

Existing Staff: Existing Staff pay is calculated by taking the individual’s prior year base pay plus the experience increment for their educational level-plus the increase to the minimum full time salary over the prior year minimum full time salary. For Example: BS/BA+24: \$41,500.00 (FY21 base) + \$900.00 (experience increment) + 800.00 (FY22 across the board increase) = \$43,200.

New hires: New Hires will receive the minimum salary in the educational level for which they qualify. The allowable amount to be paid over the minimum will be calculated by multiplying the Experience Increment amount in their educational level times the number of full years of previous educational experience. For Example: BS/BA: \$40,800 + (5 YOE * \$600) = \$43,800

Advancement to the next Educational Level: Current teachers moving to a higher education level will receive a one-time salary adjustment equal to the amount indicated by the vertical increase. If more than one level is moved in a given year, the increase shall be equal to the sum of the vertical increases indicated. Credit for movement to the next highest education level must be no more than 7 years old at the time of movement and be granted in the field of education, or in the content area for which the individual is employed to teach. For example: For a lane change request on August 5, 2017, qualifying credits will be accepted from August 5, 2010 to August 5, 2017. Graduate level courses can only be used for lane movement. Coaching and advisor credits do not count towards lane movement. Movement into the MS/MA level will be granted for those that have earned a Master’s Degree in the field of education or in the content area for which the individual is employed to teach. Coursework intended to be applied for movement on the salary schedule must be approved by the superintendent. Official transcripts must be furnished to the business office prior to September 1, listing all qualified courses prior to the level movement in order for the movement to be applied. For example: BS/BA+16 to MA/MS: \$2,500 one-time salary adjustment.

2. The Fiscal Year 2023 (2022-2023) salary schedule shall be as follows:

Minimum Salary: A full time teacher will not receive less than the minimum salary indicated for their educational level. Any increase to the Minimum Full Time Salary will be applied to the yearly raise.

Educational Level BS/BA
 FY23 Minimum Full Time Salary = \$41,400

Educational Level BS/BA+8
 FY23 Minimum Full Time Salary = \$41,900

Educational Level BS/BA+16
 FY23 Minimum Full Time Salary = \$42,400

Educational Level BS/BA+24
 FY23 Minimum Full Time Salary = \$42,900

Educational Level MA/MS
 FY23 Minimum Full Time Salary = \$44,900

Educational Level MA/MS+16
 FY23 Minimum Full Time Salary = \$45,900

Experience Increment Teachers will receive a minimum yearly increment equal to the amount indicated for the educational level for which they qualify.

Educational Level	<u>BS/BA</u>	<u>BS/BA+8</u>	<u>BS/BA+16</u>	<u>BS/BA+24</u>	<u>MA/MS</u>	<u>MA/MS+16</u>
Experience Increment	\$600	\$600	\$800	\$900	\$1000	\$1100

Existing Staff: Existing Staff pay is calculated by taking the individual's prior year base pay plus the experience increment for their educational level plus the increase to the minimum full time salary over the prior year minimum full time salary. For Example: BS/BA+24: \$42,300.00 (FY22 base) + \$900.00 (experience increment) + 600.00 (FY23 across the board increase) = \$43,800.

New hires: New Hires will receive the minimum salary in the educational level for which they qualify. The allowable amount to be paid over the minimum will be calculated by multiplying the Experience Increment amount in their educational level times the number of full years of previous educational experience. For example: BS/BA: \$41,400.00 + (5 YOY * \$600) = \$44,400.

Advancement to the next Educational Level: Current teachers moving to a higher education level will receive a one-time salary adjustment equal to the amount indicated by the vertical increase. If more than one level is moved in a given year, the increase shall be equal to the sum of the vertical increases indicated. Credit for movement to the next highest education level must be no more than 7 years old at the time of movement and be granted in the field of education, or in the content area for which the individual is employed to teach. For example: For a lane change request on August 5, 2017, qualifying credits will be accepted from August 5, 2010 to August 5, 2017. Graduate level courses can only be used for lane movement. Coaching and advisor credits do not count towards lane movement. Movement into the MS/MA level will be granted for those that have earned a Master's Degree in the field of education or in the content area for which the individual is employed to teach. Coursework intended to be applied for movement on the salary schedule must be approved by the superintendent. Official transcripts must be furnished to the business office prior to September 1, listing all qualified courses prior to the level movement in order for the movement to be applied. For Example: BS/BA+16 to MA/MS: \$2,500 one-time salary adjustment.

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Extracurricular and Cocurricular Salaries		\$40,800		\$41,400
Position	Index	FY22	Index	FY23
Baseball - Asst	7.7000%	\$3,141.60	7.7000%	\$3,187.80
Baseball - Head	11.9900%	\$4,891.92	11.9900%	\$4,963.86
BBB - 5th & 6th Grade	3.2400%	\$1,321.92	3.2400%	\$1,341.36
BBB - 7th Grade	6.1000%	\$2,488.80	6.1000%	\$2,525.40
BBB - 8th Grade	6.1000%	\$2,488.80	6.1000%	\$2,525.40
BBB - Head	17.4400%	\$7,115.52	17.4400%	\$7,220.16
BBB - Varsity Asst/JV	11.2000%	\$4,569.60	11.2000%	\$4,636.80
BBB - Varsity Asst/JV	11.2000%	\$4,569.60	11.2000%	\$4,636.80
Cheerleading - HS BBB	6.6560%	\$2,715.65	6.6560%	\$2,755.58
Cheerleading - HS Fall	6.6560%	\$2,715.65	6.6560%	\$2,755.58
Cheerleading - Asst HS Fall	4.6000%	\$1,876.80	4.6000%	\$1,904.40
Concessions Director	12.1300%	\$4,949.04	12.1300%	\$5,021.82
Dept Head - Title I	2.9230%	\$1,192.58	2.9230%	\$1,210.12
Drama/Musical	6.8000%	\$2,774.40	6.8000%	\$2,815.20
FBLA	8.0200%	\$3,272.16	8.0200%	\$3,320.28
FBLA Co-Advisor	4.6000%	\$1,876.80	4.6000%	\$1,904.40
FFA - Asst	17.4400%	\$7,115.52	17.4400%	\$7,220.16
FFA - Head	17.4400%	\$7,115.52	17.4400%	\$7,220.16
Football - 7th Grade	6.1000%	\$2,488.80	6.1000%	\$2,525.40

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Football - 8th Grade	6.1000%	\$2,488.80	6.1000%	\$2,525.40
Football - Head	15.2600%	\$6,226.08	15.2600%	\$6,317.64
Football - Varsity Asst/JV	9.8000%	\$3,998.40	9.8000%	\$4,057.20
Football - Varsity Asst/JV	9.8000%	\$3,998.40	9.8000%	\$4,057.20
Football - Varsity Asst/JV	9.8000%	\$3,998.40	9.8000%	\$4,057.20
GBB - 5th & 6th Grade	3.2400%	\$1,321.92	3.2400%	\$1,341.36
GBB - 7th Grade	6.1000%	\$2,488.80	6.1000%	\$2,525.40
GBB - 8th Grade	6.1000%	\$2,488.80	6.1000%	\$2,525.40
GBB - Head	17.4400%	\$7,115.52	17.4400%	\$7,220.16
GBB - Varsity Asst/JV	11.2000%	\$4,569.60	11.2000%	\$4,636.80
GBB - Varsity Asst/JV	11.2000%	\$4,569.60	11.2000%	\$4,636.80
Golf - Boys	10.9000%	\$4,447.20	10.9000%	\$4,512.60
Golf - Girls	10.9000%	\$4,447.20	10.9000%	\$4,512.60
Golf- JH	6.1000%	\$2,488.80	6.1000%	\$2,525.40
Honor Society	3.0400%	\$1,240.32	3.0400%	\$1,258.56
Jr Class - Asst (divide by # of asst)	2.4300%	\$991.44	2.4300%	\$1,006.02
Jr Class - Head	3.0400%	\$1,240.32	3.0400%	\$1,258.56
Music - Ely	2.6000%	\$1,060.80	2.6000%	\$1,076.40
Music - Instrumental	12.1300%	\$4,949.04	12.1300%	\$5,021.82
Music - Vocal	4.1600%	\$1,697.28	4.1600%	\$1,722.24
National Honor Art Society	2.6000%	\$1,060.80	2.6000%	\$1,076.40

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Cognia Steering Committee	2.0000%	\$816.00	2.0000%	\$828.00
One-Act Play	4.1600%	\$1,697.28	4.1600%	\$1,722.24
Science Olympiad	2.6000%	\$1,060.80	2.6000%	\$1,076.40
Speech	12.3400%	\$5,034.72	12.3400%	\$5,108.76
Speech - Jr Hi	8.0200%	\$3,272.16	8.0200%	\$3,320.28
Sr Class - Asst (divide by # of asst)	2.4300%	\$991.44	2.4300%	\$1,006.02
Sr Class - Head	3.0400%	\$1,240.32	3.0400%	\$1,258.56
Student Council	4.6000%	\$1,876.80	4.6000%	\$1,904.40
Track - Boys Head	14.1700%	\$5,781.36	14.1700%	\$5,866.38
Track - Boys Varsity Asst	9.1000%	\$3,712.80	9.1000%	\$3,767.40
Track - Boys Varsity Asst	9.1000%	\$3,712.80	9.1000%	\$3,767.40
Track - Girls Head	14.1700%	\$5,781.36	14.1700%	\$5,866.38
Track - Girls Varsity Asst	9.1000%	\$3,712.80	9.1000%	\$3,767.40
Track - Girls Varsity Asst	9.1000%	\$3,712.80	9.1000%	\$3,767.40
Volleyball - 7th Grade	6.1000%	\$2,488.80	6.1000%	\$2,525.40
Volleyball - 8th Grade	6.1000%	\$2,488.80	6.1000%	\$2,525.40
Volleyball - Head	15.2600%	\$6,226.08	15.2600%	\$6,317.64
Volleyball - Varsity Asst/JV	9.8000%	\$3,998.40	9.8000%	\$4,057.20
Volleyball - Varsity Asst/JV	9.8000%	\$3,998.40	9.8000%	\$4,057.20
Webmaster	6.3640%	\$2,596.51	6.3640%	\$2,634.70
Wrestling - Head	16.3500%	\$6,670.80	16.3500%	\$6,768.90

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Wrestling - Varsity Asst/JV	10.5000%	\$4,284.00	10.5000%	\$4,347.00
Wrestling - Varsity Asst/JV	10.5000%	\$4,284.00	10.5000%	\$4,347.00
X-Country - Asst	7.7000%	\$3,141.60	7.7000%	\$3,187.80
X-Country - Head	11.9900%	\$4,891.92	11.9900%	\$4,963.86
Yearbook	8.5000%	\$3,468.00	8.5000%	\$3,519.00

III. TEACHERS FUND FOR RETIREMENT.

1. The Rugby Public School District #5 will contribute 100% of the employee share of TFFR.

IV. HEALTH INSURANCE AGREEMENTS.

1. Teachers will be provided with a single health insurance policy from the school district's offered group plan.
2. The school district will contribute 70% of the cost of the school district's single health premium to a flexible spending account, a 403b, or cash option (subject to taxation) for those teachers providing proof of enrollment in another approved employer health group plan. Teachers may choose from a district approved flexible spending account as allowed by the district's written Section 125 plan. Teachers who were hired after the 2014-2015 school year will no longer be allowed to access this benefit. The benefit will become "take it or leave it" for those new employees.
3. The school district will permit teachers who were employed with the Rugby Public School District prior to June 28, 1991, to remain in the Blue Cross group after retirement, in accordance with Blue Cross rules/regulations.

V. GRADUATE SCHOOL.

1. Content area track:
 - a. The RPSD will pay \$200 per semester hour for completion of graduate course work toward a Master's Degree or higher in a teacher's current educational field. Proof of acceptance to graduate school and a current plan of study from an approved university must be on file with the District and be approved by the superintendent. Courses taken after the filing of the plan of study with the District and before the completion of the degree will be eligible for payment.
 - b. In agreement the teacher must remain at RPSD for three years after the start of their program. If the teacher leaves prior to completing the program or does not complete three years of service the employee will reimburse RPSD for all costs.
2. Leadership track:
 - a. The RPSD will pay \$200 per semester hour for completion of graduate course work toward a Master's Degree or higher in educational leadership or curriculum and instruction. Proof of acceptance to graduate school and a current plan of study from an approved university must be on file with the District and be approved by the superintendent. Courses taken after the filing of the plan of study with the District and before the completion of the degree will be eligible for payment.
 - b. In agreement the teacher must remain at RPSD for three years after the start of their program. If the teacher leaves prior to completing the program or does not complete three years of service the employee will reimburse RPSD for all costs.

VI. CONTINUING EDUCATION CLASSES/LEAVES/INCOMING TEACHERS.

1. Payment not to exceed \$250 in a two-year period of time will be made to a teacher taking Continuing Education Classes. Reimbursement will be made in no more than two installments over a two-year period of time. The following criteria must be met:
 - a. Classes must be appropriate for the area of teaching responsibility. Coaching and advisor credits are not reimbursable.
 - b. Appropriate forms must be completed and presented to the building principal and then to the superintendent.

- c. Payment will be made only upon course completion and presentation of grade slip/transcript and a copy of a payment receipt.
 - d. Credits earned will apply toward school district educational requirements.
 2. Educational Leave - Teachers who have been continuously employed for a minimum of four (4) years shall be eligible to apply for educational leave. Written application must be made to the school board no later than February 1.
 - a. Educational Leave is defined as leave granted for the purpose of seeking an advanced or additional educational degree or for a board approved teacher exchange program.
 - b. Approval will only be granted if a satisfactory certified replacement can be found by the school administration.
 - c. No salary or fringe benefits will be paid during the time of the educational leave.
 - d. No more than two teachers may be granted an educational leave during any one school term.
 - e. A teacher is only eligible for an educational leave one time during his/her tenure.
 - f. Upon expiration of the educational leave the teacher shall return to the same or similar position held prior to the leave.
 - g. Eligibility for salary increments shall remain in effect and/or continue to accrue.
 - h. The teacher shall notify the RPSD, in writing, no later than February 1, of intentions whether to return.
 3. Child rearing leave. An unpaid child rearing leave may be granted by the RPSD for one school term subject to the following provisions.
 - a. Application must be made in writing to the school board by March 1 (full year only).
 - b. All fringe benefits will be discontinued at the end of the contract term.
 - c. The teacher shall retain accumulated sick leave, RIF points, and place on the salary schedule.
 - d. The RPSD will make an effort to allow the teacher to return to the former teaching assignment, if possible.
 - e. The teacher will notify, in writing, the RPSD superintendent no later than February 1, of intentions to return or not return.
 - f. A teacher on child rearing leave is not allowed to accept other employment. Acceptance of outside employment may result in non-renewal or discharge proceedings at the discretion of the school board.
 4. Maternity Bank
 - a. Teachers may donate sick leave days to the Maternity Bank at the beginning of every school year. Teachers may donate no more than five days to the Maternity Bank per year and must have at minimum (50) banked sick days to donate to the bank. Teachers at the 100 day cap to start the year may donate up to 10 days of sick leave per year. Teachers who wish to draw from the bank may only receive five total days per year from the Maternity Bank per family (including paternity, foster care, and adoption). All requests from the bank will need to be made to the Superintendent in writing.
 5. FMLA Leave
 - a. FMLA leave will be granted in accordance with the law.
 6. Classroom-related Professional Leave.
 - a. Classroom or extra-duty professional leave will be granted to a certified teacher in the RPSD not to exceed two (2) days in a two-year period of time.

- b. Application for professional leave must be made in writing at least five (5) days prior to the leave date and approval can only be granted by the Superintendent. The RPSD will only be responsible for the substitute teacher with all other costs to be borne by the teacher requesting the classroom related professional leave. (Head coaches will be granted one additional day per year to attend the state tournament in the sport they coach.) When the RPSD requests a teacher to attend a workshop, the day shall not be construed to be a professional leave day.

7. Association Leave.

- a. The Rugby Education Association will be granted no more than five (5) teaching days per year as association days. The association leave must be requested by the REA President in writing at least five (5) days prior to the leave. Only the Superintendent may grant such a leave.
- b. Costs associated with the professional leave will be borne by the REA including the cost of the substitute teacher.

8. Sick Leave.

- a. At the beginning of each school year, each teacher will be credited with a ten (10) day sick leave allowance to be used for absences caused by illness or disability. The unused portion of such allowance shall accumulate from year to year to a limit of one hundred (100) days, accumulated at an additional 10 days per year.
- b. Sick Leave days may be taken at a minimum of one hour increments. For leave purposes, one (1) full day of sick leave is equivalent to seven (7) hours.
- c. Fifteen (15) days of sick leave may be used by a teacher per year to care for a sick dependent child or child under their immediate care, or for the serious illness of a spouse. Serious illness of a spouse shall be defined to include only those illnesses, which require hospitalization or direct consultation between the ill person and a medical doctor. The immediate supervisor may request medical verification of the seriousness of the family member's illness.
- d. Sick leave can be used to provide paid leave for FMLA approved leave.
- e. In addition to the sick leave policy, the RPSD provides an income protection plan up to \$2,500 which goes into effect after sixty (60) days of successive calendar days of illness, injury or disability. If a teacher qualifies for disability benefits, sick leave benefits cease.
- f. Sick Leave Buy Back for Retiring Teachers. Teachers who are retiring, but who do not meet the 15 year requirement of the district's Retirement Incentive Plan may apply for a "buy back" of their unused sick leave under the following provisions.
 - i. The teacher must meet the provisions of the Rule of 85 as put forth by the TFFR.
 - ii. The teacher must unconditionally resign from his/her teaching contract.
 - iii. The teacher will be ineligible for retirement benefits under the RPSD Retirement Incentive Plan.
 - iv. The amount of the "per day" payment will be \$25.
 - v. Payment may be disbursed from the ensuing school year budget.
 - vi. For teachers who do not meet the Rule of 85: The RPSD will pay \$10 per day for unused sick leave to any teacher upon his/her retirement if the teacher has been employed by the RPSD for a minimum of 10 years.

9. Emergency Leave.

- a. Each teacher shall be granted emergency leave for reasons other than personal illness. Emergency leave used shall be charged to sick leave. Emergency leave is defined as leave taken because of dire illness or death in the immediate family. Seven (7) days will be allowed for the death of a spouse, father, mother,

son, daughter, sister, brother, uncle, aunt, grandparents, and in-laws. Five (5) days will be allowed for dire illness of the above mentioned. No salary deduction will be made if approved by the superintendent.

- b. 120 minutes of funeral leave will be granted without loss of sick or personal leave in the case of the death of a family friend.
 - c. In the event of a life threatening or medical emergency involving a member of the immediate family, sick leave may be granted at the discretion of the superintendent. The duration shall be based upon good cause shown by the teacher making the request.
10. Medical Appointments
 - a. Time absent because of medical or dental appointments will be deducted from sick leave.
 11. Personal leave.
 - a. The Board of Education authorizes each certified teacher employed by the school district four (4) days of personal leave per year accumulative to seven (7) days. No more than two (2) teachers may take personal leave at any time in any building; except, upon request, for certain seasonal activities. A restriction may be placed on the day before or the day after a school holiday. A restriction may be placed on days of semester exams and parent-teacher conferences or in-service days. Personal Leave days may be taken at a minimum of one hour increments. For leave purposes one (1) full day of personal leave is equivalent to seven (7) hours. The school district will pay an amount equal to the substitute teacher rate per personal leave day accumulated beyond the seven day limit.
 12. All leave time will be adjusted based on the full time status of the employee. For example: a 5/8 teacher will receive 5/8 of all leave.

VII. DISTRICT EDUCATIONAL REQUIREMENTS

1. Teachers are required to meet teacher preparation laws and regulations established by the State of North Dakota.
2. Teachers with Life teaching certificates are required to meet the following requirements: 8 semester hours during each five year period. Sixty four clock hours of inservice education may be substituted for 4 semester hours at the rate of 16 clock hours per one semester hour. The 64 clock hours will be assumed for teachers who attend the two day pre-school inservice, other inservice meetings, and faculty meetings on a regular basis. For clock hour credit outside the Rugby School system, the teacher shall bear the responsibility of record keeping to verify clock hours to be used for continuing education requirements.

VIII. TEACHER CONTRACTS

1. Teacher contract days will consist of 183 days.

IX. ADDITIONS TO CO-CURRICULAR ACTIVITIES

1. Administrative approval must be granted before additional positions are requested through negotiations on the co-curricular schedule.

X. TICKET TAKERS

1. The high school principal will approve payment out of the activity fund to each person for selling tickets at ball games at a rate of \$10 for a two-game session and \$13 for a three-game session. Payment for football games will be \$10.

XI. COVERING CLASS PERIODS

1. The RPSD will pay \$30.00 to a teacher per class session covered during the teacher's designated preparation period for another teacher. Limited to one payment request per day.

—End of Agreement—