

2017-2018

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NEGOTIATED

?
?

MASTER AGREEMENT



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GARRISON PUBLIC
SCHOOL DISTRICT

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A. Salary Schedule

1. Experience increment transferable into district: Ten years is the maximum number of years of experience that a teacher may transfer into the Garrison Public School District for credit on the salary schedule. All experienced teachers will be placed on the salary schedule based on years of experience and the degree in which they hold. All beginning teachers will be placed at the base and progress 1 step for each year employment on the salary schedule.
 - 1.1 Proportionate credit shall not be given on the salary schedule for any teaching experience less than one-half (1/2) year.
 - 1.2 Teaching experience of one-half (1/2) year or more shall be counted as one (1) year.
 - 1.3 Teaching experience shall be in a school or schools that are accredited by the North Dakota Department of Public Instruction or a school or schools that have an equivalent out of state accreditation.
 - 1.4 Teaching experience to receive credit on salary schedule shall have been within the ten year period immediately preceding the teaching contract year, unless:
 - 1.4 A. Teacher applicant has completed at least 8 semester hours in their major or minor or area of general education within the last five years.
2. Professional improvement required to qualify for salary schedule increments:
 - 2.1 All teachers, including those with a life certificate, employed in the School District shall complete a minimum of four (4) semester hours from an accredited college within the past five years consistent with the state requirement for license renewal. Courses and/or workshops offered on an annual basis shall be used for advancement on the salary schedule only once within the past five years.
 - 2.2 Failure to meet professional improvement requirements shall result in:
 - 2.2 A. Teachers being frozen at that salary for one year.
 - 2.2 B. If by the end of the second year the teacher has not met the professional improvement requirement, that teacher may be released if the Board of Education so decides.
3. To qualify for a change in status on the salary schedule a teacher must:
 - 3.1 Present a transcript of credits earned or the college grade report for the course or courses proving the master's degree.
 - 3.2 Master's Degree earned during the summer prior to the opening of school that fall must be presented to the Superintendent no later than September 20th to qualify for a salary schedule change.
 - 3.3 Teachers enrolled in a course or courses, and not completed prior to the opening of school in the fall have until September 20th to qualify for a salary schedule change.
4. Substitute Teacher Payment
 - 4.1 Substitute pay per period when substituting for a teacher by the period shall be \$20.00 per period/hour.
 - 4.2 Substitute pay for periods less than one-half (1/2) hour shall be \$10.00 per period.

4.3 Substitute pay for periods of one-half (1/2) hour or more up to and including one hour periods shall be \$20.00 per period/hour.

5. Teachers with Master Degree

5.1 Teachers with master degrees in their teaching major or minor, and teaching in either their major or minor will be paid on the master schedule.

5.2 Other certificated staff, outside of administrators who have their masters degree in their major or minor and are serving in their area of major or minor will be paid on the masters schedule.

6. Contracting Teachers For Salaries That Are Not in Conformance With Garrison Public School District Salary Schedule

6.1 The Board of Education, when deemed necessary in order to employ a qualified teacher, may pay above the salary schedule or allow a teacher to transfer more than ten years experience, not to exceed their actual years of experience.

7. Employees with less than full-time/full-school year contracts will have their salary and benefits prorated in accordance with the percentage of a full-time/full-school year contract.

7.1 Teachers employed with the district for less than full-time contracts will receive additional compensation, based on the hourly rate in accordance with the individual's contract, for required attendance at Parent-Teacher Conferences, Staff Development days and teacher in-service/special meeting days, as negotiated with the building principal and approved by the Superintendent.

8. The District shall reimburse all teachers (part-time and full-time) who travel between buildings on a regular schedule of \$100.00 per commute year. A commute year is defined as a daily trip between the Garrison Public Schools. If it is required for a teacher to return to their principle school, it is considered a double commute year and will be paid 2 units (\$200). When scheduled travel time is at a percentage of the week, teachers will be paid at the following rate:

8.1	5 days	100%
	4 days	80%
	3 days	60%
	2 days	40%
	1 day	20%

B. Employee Insurance Program

1. Health Insurance-The District will pay the single premium rate or 75% of the single plus dependent rate or 50% of the family rate, whichever is greater towards single, single plus dependent or family policies under the district group health insurance program.

1.1 Premiums exceeding the district contribution may be paid by personal check monthly or premiums may be deducted each month from salary.

- 1.2 Premiums paid on hospitalization plans shall not be considered part of the base salary of the Garrison School District Salary Schedule.
- 1.3 The District group health plan shall be the Blue Choice Plan (or equivalent plan).
- 1.4 Employees working less than full-time/full-school year contracts will have their health insurance benefits prorated in accordance with their contract time.
2. Disability Insurance:
 - 2.1 School district shall pay the entire premium for the disability insurance plan.
 - 2.2 For purposes of reporting salary to the disability insurance carrier, the gross salary shall be the teaching contract.
3. Life Insurance:
 - 3.1 The school district shall provide five thousand (\$5,000) dollars term life insurance and five thousand (\$5,000) dollars death and dismemberment insurance.
 - 3.2 Any change in benefits of the plan shall be by mutual consent of the Board of Education and GEA.
 - 3.3 Employees may purchase supplemental life insurance under terms specified by the carrier.
4. Vision Insurance:
 - 4.1 The school district shall pay for a single BCBS (**or equivalent plan**) vision insurance policy.

C. Leave

1. Sick Leave:
 - 1.1 The employment contract of a teacher shall provide for at least ten (10) days permissible absence annually due to sickness without loss in pay for the period.
 - 1.2 You may accumulate ten (10) days of sick leave per year up to a maximum of one hundred twenty (120) days.
 - 1.3 Absence due to illness for more than two days may require certification of illness by a physician if deemed necessary by the Superintendent of Schools.
 - 1.4 An employee shall not receive benefit payment from district sick leave and Worker's Compensation at the same time, for any work related accident that occurs on the job, while the person is an employee of the school district.
 - 1.5 \$15 per day of unused sick leave shall be paid after 12 years of continuous service upon retirement or leaving the district, up to a maximum of 120 days.
 - 1.6 Sick leave may be used if employee's children and/or spouse are sick.
 - A. Sick leave may be used if employee's parents are sick. This leave is limited to five (5) days per year.
 - 1.7 Teachers shall provide the principal at least two (2) days advance notice regarding their need for leave for doctor and dentist appointments except in emergency or unforeseen situations.
 - 1.8 Sick leave benefits do not apply to extra-curricular duties.

2. Emergency Leave:

- 2.1 The Garrison School District will provide up to eight (8) days emergency leave for district certified employees with the approval of the school administration.
- 2.2 Emergency leave may be used in cases of life threatening situations and/or in case of death of a loved one.

3. Professional Leave:

- 3.1 Professional leave may be granted by the Superintendent, without loss of pay, to attend professional meetings of educational groups, which the administration feels, will benefit the district or civic group meetings that are deemed beneficial to the school.
- 3.2 Expenditures of approved professional leave may be reimbursed by the district.

4. Personal Leave:

- 4.1 Three days a year paid personal leave will be granted by the Administration (Superintendent/Principal) to employees at any time with no explanation necessary with the following exceptions:
 - A. The number of people granted personal leave at one time shall be left to the discretion of the Administration.
- 4.2 Personal leave may be used by individual class periods.
- 4.3 A request to use more than two days of personal leave consecutively requires advance notice of ten days. If unable to provide ten days advance notice, granting of the leave will be at the discretion of the Superintendent.
- 4.4 The district will pay up to six days of personal leave at regular rate of pay upon retirement or resignation.

Accumulation of Personal Leave:

- 4.5 Unused personal leave may be accumulated in a personal leave bank. Two days of personal leave may be carried over per year. A maximum of three days may be accumulated in the personal leave bank. Use of the three days granted per year, plus the three banked days, makes it possible to have six days of personal leave for a current year.
- 4.6 A district employee may choose to be paid at the end of each fiscal year for all days accumulated that will exceed their maximum carry over days (3) at a rate of three-fourths (3/4) or 75%, the substitute rate, rounded to the nearest whole dollar amount.

Additional Leave:

- 4.7 Five days in addition to the three days paid personal leave may be granted by the Administration. Substitute pay for these additional days shall be deducted from the pay of the teacher granted such leave. **ADDED: All requests should be in writing and submitted to the Superintendent before taking leave when possible.**

5. Leave of Absence:

- 5.1 A one-year leave of absence without compensation may be granted by the Board of Education.
- 5.2 Accumulated sick leave benefits shall not be reduced because of the leave of absence.

6. Maternity Leave:

- 6.1 The Garrison Public School District will follow the Family and Medical Leave Act (FMLA) for maternity leave. Applications for FMLA leave are available from the school business manager.
- 6.2 Pregnant teachers may utilize their accumulated sick leave and/or personal days for the time of their leave. Any days beyond the accumulated sick days or personal days will be unpaid leave.

7. Prorating of Leave:

- 7.1 Employment of teachers for less than full-time contracts will have all leave benefits prorated in accordance with their contract time.

D. Garrison School District Negotiated Grievance Procedure

1. Grievance procedure shall be part of the negotiated agreement, subject to change when agreeable to both sides.

2. Procedure:

Step 1 Complainant with GEA representative shall file grievance with immediate supervisor (Principal). The Principal shall have three (3) school days to take action, unless another time period has been mutually agreed upon.

Step 2 If at the expiration of the three school days or the mutually agreed time period, progress has not been made, the grievance may be submitted to the Superintendent. The Superintendent shall have three (3) school days to take action, unless another time period has been mutually agreed upon.

Step 3 If at the expiration of the three (3) school days or the mutually agreed time period, the grievance has not been resolved, the complainant may request a meeting of the grievance committee in writing.

Step 4 Within ten (10) days of receiving the written request; the Superintendent shall call a meeting of the grievance committee. The committee shall consist of two (2) members of the Garrison Public School Board of Education, two (2) teachers of the Garrison Public School District staff, and the Superintendent of the Garrison School, who, shall act as chairman but shall not have any voting power. The Principal shall also attend.

Step 5 The grievance committee shall have, unless mutually agreed upon by the committee and grievant, ten days to submit written reports of findings to the school board and Garrison Education Association. In case of a split decision a majority and minority report shall be submitted to the Board of Education and the Garrison Education Association.

3. Adjudication:

Step 1 The Garrison School District Board of Education shall have the final authority of adjudication.

Step 2 The findings and decision shall be filed with the Superintendent of School and the Garrison Education Association President.

Step 3 Findings and decision on grievance shall not become part of any teachers personnel file or be used to discriminate against the grievant.

E. Teacher Supervision/Evaluation

1. Supervision is the process that promotes the improvement of instruction. The number of classroom observations to be performed shall be determined by the need of the individual instructor in order to demonstrate the recommended competencies resulting from the identified targeted performance objectives. Each observation shall be followed by appropriate and timely feedback, pertinent to the observation.

F. Reduction-in-Force

It is the responsibility of the Garrison Public School Board to offer students the best possible educational program within the financial resources available to the school district. In order to operate the school district in a cost-effective manner, the board will need to determine when the need for a Reduction-in-Force exists pursuant to Century Code 15.1-15-05. In those situations where normal attrition has not accomplished a Reduction-In-Force, the following process will be used:

1. Essential instructional programs and supportive services as determined by the school board will be defined.
 - 1.1 The school board will review the instructional programs, supportive services, and enrollments by program area and level at a special meeting to determine if a Reduction-In-Force is necessary.
 - 1.2 The GEA will be notified of the meeting, its date, and time.
2. Maintaining Staff Needed to Teach Essential Programs – Staff members will be retained on the basis of certification. In those circumstances when individuals possess DPI certification in the instructional and supportive areas to be reduced, the person with the greatest seniority will be retained.
3. Seniority Defined – Seniority is defined as the most continuous teaching service conducted in the Garrison Public School District. For the purpose of this policy, a Board approved leave shall not reduce seniority benefits. A teacher working less than one-half time will receive a proportionate amount of time credited toward seniority. Any experience totaling one-half year or more shall be credited as full year as per description in A.I.
4. Retaining Teachers With Equal Seniority – In this situation when individuals have equal seniority, (1) priority will be given first to those people who have advanced degrees in their field of teaching. (2) If individuals have the same degree, then the person will be retained who has the greatest number of graduate credits beyond their degree.
5. Notification of the Teachers Regarding Their Contemplated Non-Renewal – Teachers shall be notified by the administration prior to recommending their contemplated non-renewal to the school board.

6. Re-Employment Rights of Non-Renewed Teachers - Individuals who lose their position in the district as a result of a Reduction-In-Force shall be offered a contract for any teaching position that becomes available for which they are qualified, for a period of twenty-four (24) months from the issuance of the non-renewed notice. If at any time during the twenty-four (24) month period, a teacher who was non-renewed as a result of a Reduction-In-Force, is offered a contract of comparable FTE or greater and refuses such offer, the teacher shall forfeit all re-employment rights. It shall be the responsibility of any teacher that has been non-renewed as a result of a Reduction-In-Force to notify the Superintendent of the school district of any change in address and/or certification so that the provisions of this section can be conducted in good faith.

G. School Day

1. The school day shall consist of 7.5 hours per day; 8:00 a.m. to 4:00 p.m. with teachers having the option to leave at 3:30 p.m. the last day of a school work week.
2. Specially assigned duty hours may be designated to permit one-hour faculty meetings; in-service training sessions; parent conferences and contractually assigned extra duties and other professional functions normally associated with the execution of the professional educator's duties.

H. Class Size

1. High School
 - 1.1 No teacher shall at any given time have regularly assigned pupil contact time in addition to his/her regular class, regardless of class size without teacher permission.
 - 1.2 The current full-time teaching assignment for teachers of grades 7-12 is six classes or student supervised periods and one preparation period.

I. Contractual Term

1. The contractual term shall consist of **184** contracted days for all teachers to include: 175 student contact days, 1 parent-teacher conference (two half days), 2 work days, 1 in-service day, 2 staff development days, and 3 paid holidays (Labor Day, Veterans Day and Good Friday). All days shall be at the agreed upon hours in Section G. School Day, 1

J. Breach of Contract

1. It shall be the policy of the Board of Education not to release teachers from their contracts, unless a replacement can be found that satisfies the position requirements of professional preparation, of experience, and such other contractual duties as required by the Board of Education.
2. Breach of contract by a teacher shall subject such teachers to the probability of having his/her certificate revoked. (15.1-13-25 of the N.D.C.S.C)
3. Teachers, when granted a written release from contract by the Board of Education, shall have a copy of the letter granting release filed in the said teacher's personnel file.

K. Revisions or Amending

This Negotiated Master Agreement shall not be amended or revised unless the following procedure has been followed:

1. Proposed revision or amendment is an item on the agenda of either the Garrison Education Association or the Garrison Public School District Board of Education agenda to be considered for negotiations.
2. Any revisions or amendments to this negotiated agreement have been approved by both the Garrison Education Association and the Garrison Public School Board of Education prior to becoming part of the Negotiated Master Agreement.

L. Savings 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 this agreement.

M. ISSUANCE OF INDIVIDUAL CONTRACTS

Individual contracts will not be issued until the negotiations process is completed as defined by North Dakota law.

DURATION:

The provisions of each Article of this Agreement, except as otherwise specifically provided, shall be effective as of July 1, 2017, to June 30, 2018, 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 at least sixty (60) days prior to the anniversary date of the Agreement. If such notification occurs, the Agreement shall be renegotiated. Changes may be made at any time by mutual consent.

This agreement is signed this _____ day of _____, 2017.

In witness thereof:

For the Education Association of Garrison

For the Board of Education of Garrison

President or Negotiator

President

Negotiator

Business Manager

APPENDIX A

Two-Lane

SALARY SCHEDULE

2017-2018

**2017-2018
Two-Lane Salary Schedule**

BS Lane			MS Lane		
	Base	\$ 39,000	Base	1.080	\$ 42,120
1	1.04	\$ 40,560	1	1.112	\$ 43,368
2	1.07	\$ 41,730	2	1.145	\$ 44,669
3	1.1	\$ 42,900	3	1.180	\$ 46,009
4	1.13	\$ 44,070	4	1.215	\$ 47,389
5	1.16	\$ 45,240	5	1.254	\$ 48,906
6	1.19	\$ 46,410	6	1.294	\$ 50,471
7	1.225	\$ 47,775	7	1.336	\$ 52,086
8	1.26	\$ 49,140	8	1.378	\$ 53,753
9	1.295	\$ 50,505	9	1.422	\$ 55,473
10	1.33	\$ 51,870	10	1.471	\$ 57,359
11	1.365	\$ 53,235	11	1.521	\$ 59,309
12	1.405	\$ 54,795	12	1.572	\$ 61,326
13	1.445	\$ 56,355	13	1.626	\$ 63,411
14	1.485	\$ 57,915	14	1.681	\$ 65,567
15	1.525	\$ 59,475	15	1.742	\$ 67,927
16	1.565	\$ 61,035	16	1.804	\$ 70,372
17	Add \$1500	\$ 62,535	17	1.869	\$ 72,906
18	Add \$1500	\$ 64,035	18	1.937	\$ 75,530
19	Add \$1500	\$ 65,535	19	2.006	\$ 78,249
20	Add \$1500	\$ 67,035	20	Add \$2000	\$ 80,249
21+	Add \$2000	\$ 68,535			

1. All currently employed teachers were placed on the salary schedule based upon their degree and 2016-2017 salary. Once aligned to the schedule, without a reduction of their current salary amount, each teacher then received a step increase.
2. Teachers new to the district will come in at the step equivalent to number of years experience beginning at the base and progressing forward to no more than Step 9. The master agreement only allows for a maximum of 10 years of experience to be brought into the district (A.1.)
3. Once a teacher has reached BS Lane Step 17, they are no longer eligible to receive any dollars added to the base funding. Instead, these teachers will receive a maximum of a \$1500 increase from their previous year's contract.
4. Once a teacher has reached BS Lane Step 21+, they are no longer eligible to receive any dollars added to the base funding. Instead, these teachers will receive a maximum of a \$2000 increase from their previous year's contract.

5. Once a teacher has reached MS Lane Step 20, they are no longer eligible to receive any dollars added to the base funding. Instead, these teacher will receive a maximum of a \$2000 increase from their previous year's contract.
6. Any dollars added, when formally approved, will filter through schedule except when a teacher has reached BS Step 17 and MS Step 20. These teachers will only received the dollar amounts defined 3, 4, and 5 from above.
7. Should a teacher earn a master's degree in the timeframe outline within the agreement, they will then move laterally across the salary schedule. For example, a teacher at BS Step 5 would move to MS Step 5.
8. Teachers began to pay their share of the TFFR beginning July 1, 2014.
9. In order to address the delay between a mid-August start date and the first regular pay date on September 26th, newly hired teachers will be permitted an additional pay date at the end of August of their first school year in Garrison. New hires will meet with the Business Manager to determine their number of paydays for their first school year of employment. This additional pay date will be allowed only during the first year of hire.

APPENDIX B
EXTRA CURRICULAR
SALARY SCHEDULE

Activity Pay Schedule

Tier I --- Head Coach in Major Revenue producing Sports - \$3,400 base

Tier II -- Head Coach/Advisor in non-revenue producing activities - \$2,000 to \$3,000 base

Tier III – Other sports and activities - \$500 -- \$1,200 base

Tier IV – Other activity positions - \$150 -- \$600 base

Current staff under contract for activities will be grandfathered in. There is the expectation that it will be studied and ‘tweaked’ during the next two year period. A spreadsheet will be used to illustrate all coaches/advisors salaries.

Assistant Coaches/Advisors are paid the following percent of the base ---

Varsity level assistant coach – 70%

Jr. High – 50% / assistant 40%

Elementary – 40% / assistant 30%

Garrison School District agrees to advisor pay as follows (amounts are per advisor):

7th and 8th grade advisors - \$150

9th grade advisors - \$150

Sophomore class advisors - \$200

Jr. class advisors - \$250-\$400 (depending on experience/duties)

Sr. class advisors - \$150

Annual increases will be \$40 -- \$60 per year, based on evaluation by AD and Head Coaches, providing a satisfactory evaluation is complete and all responsibilities have been met. There is no limit to the number of years a raise can be earned/given. However, salaries may be frozen based on evaluation and NOT meeting expected duties and timelines.

On-staff coaches and advisors may be paid at a higher level of salary than off-staff personnel.

Coop agreements and salaries paid for those positions are generally the responsibility of the host school, but can be negotiated individually.

There are many positions on the current activity pay schedule that are inactive at this time but would be valuable if the student interest was present. This administration would support these positions and an accompanying appropriate salary.