

2021-2023



Kulm Public School

Negotiated Master Agreement

Approved May 11, 2021

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Article I
Parties and Recognition

1. **Parties:** This agreement is entered into between the Kulm School Board and the Kulm Teachers' Association.
2. **Recognition:** The Kulm School Board, affiliated with the North Dakota School Boards Association and the National School Boards Association, and hereinafter referred to as the Board, recognizes that teaching is a profession. The Board recognizes the Kulm Teachers' Association, and hereinafter referred to as KTA, as the exclusive representative of the classroom teachers employed or to be employed on either a full-time or part-time basis during the duration of this agreement.
3. **Management's Rights:** All terms and conditions of employment not covered by this agreement are subject to the Board's exclusive direction and control and may not be the subject of negotiations during the term of this agreement.

Article II
Duration

1. **Effect of Agreement:** The Board and KTA 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. [Jordan Gackle, Rhonda Tjernlund, Keith Knudson, Tammy Strobel, Kristin Entzi]
2. **Savings Clause:** Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, or become "prima facie" illegal (illegal on its face; not requiring further evidence or proof) through legislative action, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement is not affected by the deleted article, section, or clause. [Jordan Gackle, Rhonda Tjernlund, Keith Knudson, Tammy Strobel, Kristin Entzi]

This agreement shall be in effect for the 2021-2022 and 2022-2023 school years upon ratification of both parties through the collaborative bargaining or formal negotiations process. It may be amended by mutual agreement of the same parties who entered into it originally.

3. The agreement shall automatically be renewed and will continue in force for additional periods of one year unless either party gives notice to the other party, not later than 60 (sixty) days prior to the anniversary date of its desire to reopen certain provisions of this Agreement and/or additions to this Agreement, and to negotiate over terms of these provisions. [Jordan Gackle, Rhonda Tjernlund, Keith Knudson, Tammy Strobel, Kristin Entzi]

Dated at Kulm, North Dakota this 11th day of May, 2021.

Signed Tammy Strobel
President of the KTA

Signed [Signature]
President of the School Board

Article III
Negotiation Procedures

1. The Board and KTA agree that the Collaborative Bargaining process will be used to make changes to this agreement. However, if the Negotiations process becomes necessary, then the following procedures will be used: [Jordan Gackle, Rhonda Tjernlund, Keith Knudson, Tammy Strobel, Kristin Entzi]
2. Negotiation Teams: Board and KTA Teams will each consist of a maximum of three persons.
3. Ground Rules: The Negotiation Teams shall meet prior to the first negotiating session at a mutually agreeable time and place to establish the ground rules which will be followed during negotiations. The ground rules include, but are not limited to, such things as the location of the negotiating sessions, the length of the sessions, who will record minutes, the manner and time frame for making proposals, caucus rights and limits, and a target date for the completion of negotiations.
4. Meetings: The date and time of the first negotiating session shall be established by mutual agreement at the "ground rules" meeting. Another regular meeting date and time shall be established by mutual agreement at the close of each negotiating session. Special meetings can be called upon written request by either party, and shall be held on a mutually agreeable date within ten (10) days of the request. Requests for special meeting will be channeled through the other party's designated contact person.
5. Information: Both parties agree to make available, upon request, all information necessary for making proper and sound decisions on matters to be negotiated.
6. Assistance: The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Clerical help may also be provided.
7. Ratification: When the negotiating teams arrive at a mutually acceptable settlement, they shall submit their agreements to the Board and the governing body of KTA. Upon approval of all terms by both parties, the terms of the negotiated settlement shall become effective, and a part of this document. The Board need not make a ratification vote until after KTA has approved the settlement.

Article IV
Teacher Employment Procedures

1. Teaching Vacancies: All teaching vacancies shall be posted on the website as soon as officially opened by the Board.
2. Part-time Teachers: Teachers employed on a part-time basis shall be paid a fractional part of the base salary. The fractional part shall be determined by the number of periods the teacher is on duty and the number of teaching periods in a day. All part-time teachers shall take part in any duties assigned to the full-time teachers.
3. Individual Contracts: Individual contracts shall not conflict with the terms and conditions of this agreement.

Article V
Teacher Leave

1. **Sick Leave**
 - a. At the beginning of each school year, each teacher shall be credited with a ten-day sick leave allowance to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate to ninety days.
 - b. A teacher may use up to 5 days of sick leave with pay for absences necessitated by sickness or required medical examination for members of the immediate family.
 - c. Teachers, upon retirement, will be compensated for unused sick leave to a maximum of 90 days. The rate of payment shall be \$20 per day.
2. **Mental Health Day:** Teachers may use 1 sick day each year as a mental health day.
3. **Funeral Leave:** Funeral leave shall be taken from sick leave.
4. **Personal Leave**
 - a. At the beginning of each school year, each teacher shall be given three days of personal leave not deducted from sick leave. The personal leave shall accumulate to six days. Teachers should request personal leave at least one week before needed and will be contingent on substitute availability.
 - b. At the conclusion of each school year any personal leave in excess of three days will be paid back to the teacher at the current certified substitute teacher rate. This refunded leave will then be withdrawn from the teachers account.
5. **Professional Leave:**
 - a. Professional leave shall be granted at the discretion of the administration to attend professional clinics, workshops, local, regional, vocational and national conferences, or visitations to other schools.

Article VI
Salary and Other Cash Compensation

1. **Approval:** All curricular and extra-curricular activities paid for by the District shall be created and approved by the Board.
2. **Salary:** All teachers will be compensated according to "The Returning Teacher" schedule of the district, for teaching salaries (see Schedule A) and the extra-curricular Salary Schedule (See Schedule B). All Schedules shall be attached to and become a part of this agreement. [Jordan Gackle, Rhonda Tjernlund, Keith Knudson, Tammy Strobel, Kristin Entzi]
 - a. Teachers will receive a \$1400 salary increase for the 2021-2022 school year and a \$1400 salary increase for the 2022-2023 school year. The \$1400 applies to contracted full-time teachers. A proportional amount applies to part-time contracted teachers.
 - b. Longevity Bonus: Teachers beginning the 6th year and every 5 years thereafter of consecutive service to Kulm School District will receive a \$500 salary increase.
 - c. No returning teacher will be paid less than a new teacher "similarly situated".*
 - d. Teachers will receive their first paycheck at the end of August.
*Based on educational background and years of experience.
3. **Substituting:** Teachers employed during their preparation period or special duty period to substitute for other teachers shall be paid at the rate of \$20 per hour/period.

4. **Professional Development:**
 - a. Professional Development will be held up to four days per school year.
 - b. Days must be identified on the approved school calendar. They cannot be four consecutive days the week before school starts.

5. **Driving to Activities:** The Board will pay the hourly wage, set by the board for bus drivers, to school employees* driving school vehicles to activities. This applies to driving time only. The driving time rate only applies to time driving during school hours. If it is during non-contracted hours, they will be paid the full time. Teachers must hold a valid ND Drivers License with proper endorsements for each vehicle driven.
 - * Employees must be part of the drug pool and attend the bus driver annual workshop.

6. **Lunchroom Supervision:** Teachers will receive free lunch when they are on lunchroom supervision duty.

Article VII
Benefits

1. The Kulm School District will select and participate in a group health insurance plan for the benefit of the District's teachers.

2. The District will provide a pre-determined pool for use by the teachers to use toward allowable benefits under the established Section 125 Cafeteria Benefits program. Allowable benefits include, but are not limited to health insurance premium in the District provided group health plan, annuities, Aflac, flexible spending account for medical or daycare, family vision plan premium, dental plan premium, and a cash option of 90% of the benefit amount. Any premium amounts in excess of that financed by the District will be deducted from the teacher's contracted salary using pre-tax dollars. Specific guidelines as to administration of the Cafeteria 125 Benefits Plan may be found in the School Districts Cafeteria 125 Plan Document.

3. Each certified staff member will receive a benefit allowance equal to \$7,000 for the 2021-2022 and 2022-2023 school years. [Jordan Gackle, Rhonda Tjernlund, Keith Knudson, Tammy Strobel, Kristin Entzi]

4. Part-time teachers will only qualify for a pro-rata amount based upon time assignment.

5. The Kulm School district will provide for a single vision plan or the equivalent amount towards a family vision plan.

6. All full-time staff members will receive a \$50,000 life insurance policy paid by the school district and all part time staff members will receive a proportional amount.

Article VIII
Continuing Education

1. **Purpose:** While all teachers are considered to be qualified for the job when they are employed, it is recognized that continuing education is necessary in order for a teacher to remain qualified. Progress and change are commonplace in society, and students need teachers who are "knowledgeable" and "up-to-date".

2. **Professional Growth:** Each teacher shall earn the appropriate number of semester hours to maintain their ND Educator's Professional License each renewal period, as determined by ESPB.

3. Effective Date of Hours for "The Returning Teacher Schedule": Credit hours beyond a particular level shall become effective at the beginning of the school year.
4. Lane Changes on "The Returning Teacher" Schedule: All graduate hours will be credited for advancement on "The Returning Teacher" Schedule. Undergraduate hours must be approved by the administration and the Board to be credited for advancement. Hours earned must be reported* to the Business Manager by the first day of school in order to be advanced on "The Returning Teacher" schedule.

*An unofficial transcript shall serve as proof of graduate hours.
5. Graduate Credit Reimbursement: A teacher will be paid up to \$300 a year for graduate credits earned to advance the teacher on the salary schedule. Proof of all graduate credits must be submitted to the office by the first day of school with transcript to follow when issued. In addition, a teacher will be paid \$50 per each semester hour of undergraduate credits earned.

Article IX
Extra Curricular Compensation

1. Extended Season Compensation:
 - a. Pay \$100 per week for an extended season. This is paid to all head and assistant coaches when their seasons are extended by advancing in post-season play.
 - i. Football
 1. one week paid for each playoff game
 - ii. Volleyball and Basketball
 1. one week paid for qualifying for regional tournament
 2. one week paid for qualifying for state tournament
 - iii. Wrestling, Track, Cross Country and Golf
 1. one week paid for qualifying for state tournament
 - iv. Drama, Speech, Music and Science Olympiad
 1. one week paid for qualifying for state tournament
 - b. Other Compensation: Coaches will receive the following compensation bonus in addition to the base Extra Curricular Salary Schedule.
 - i. Assistant Coaches will be paid an additional \$50 for any extra day if coaching a C game and \$20 for any additional game on regular scheduled nights.
 - ii. Coaches will be paid a weekly salary based upon their coaching salary for work done before school starts.
 - iii. Coaches/advisors will be paid \$10.00 per session to supervise open gym and weight room after coaching duties for the season are over—open gym sessions must be at least 1½ hours in length to qualify for compensation.

Schedule A

"The Returning Teacher" Schedule:

BS/BA+8	BS/BA+16	BS/BA+24	BS/BA+32	MS/MA	MS/MA+15	MS/MA+30	DM/HQ*
\$300.00	\$500.00	\$500.00	\$500.00	\$1,500.00	\$750.00	\$750.00	\$1,000.00

*A Major and Licensed by ESPB to be "highly Qualified" in a Core Academic Subject.

Schedule B

“Extra-Curricular” Schedule

Base Salary	\$38,000.00				
Experience	Lane 1	Lane 2	Lane 3	Lane 4	Lane 5
% multiplied	2.50%	4.30%	6.10%	8.00%	11.00%
0	\$950.00	\$1,634.00	\$2,318.00	\$3,040.00	\$4,180.00
1	\$990.00	\$1,674.00	\$2,358.00	\$3,080.00	\$4,220.00
2	\$1,030.00	\$1,714.00	\$2,398.00	\$3,120.00	\$4,260.00
3	\$1,070.00	\$1,754.00	\$2,438.00	\$3,160.00	\$4,300.00
4	\$1,110.00	\$1,794.00	\$2,478.00	\$3,200.00	\$4,340.00
5	\$1,150.00	\$1,834.00	\$2,518.00	\$3,240.00	\$4,380.00
6	\$1,190.00	\$1,874.00	\$2,558.00	\$3,280.00	\$4,420.00
7	\$1,230.00	\$1,914.00	\$2,598.00	\$3,320.00	\$4,460.00
8	\$1,270.00	\$1,954.00	\$2,638.00	\$3,360.00	\$4,500.00
9	\$1,310.00	\$1,994.00	\$2,678.00	\$3,400.00	\$4,540.00
10	\$1,350.00	\$2,034.00	\$2,718.00	\$3,440.00	\$4,580.00
11	\$1,390.00	\$2,074.00	\$2,758.00	\$3,480.00	\$4,620.00
12	\$1,430.00	\$2,114.00	\$2,798.00	\$3,520.00	\$4,660.00
13	\$1,470.00	\$2,154.00	\$2,838.00	\$3,560.00	\$4,700.00
14	\$1,510.00	\$2,194.00	\$2,878.00	\$3,600.00	\$4,740.00
15	\$1,550.00	\$2,234.00	\$3,023.00	\$3,640.00	\$4,780.00
16	\$1,590.00	\$2,274.00	\$3,098.00	\$3,680.00	\$4,820.00
17	\$1,630.00	\$2,314.00	\$3,173.00	\$3,720.00	\$4,860.00
18	\$1,670.00	\$2,354.00	\$3,248.00	\$3,760.00	\$4,900.00
19	\$1,710.00	\$2,394.00	\$3,323.00	\$3,800.00	\$4,940.00
20	\$1,785.00	\$2,469.00	\$3,398.00	\$3,875.00	\$5,015.00
21	\$1,860.00	\$2,544.00	\$3,473.00	\$3,950.00	\$5,090.00
22	\$1,935.00	\$2,619.00	\$3,548.00	\$4,025.00	\$5,165.00
23	\$2,010.00	\$2,694.00	\$3,623.00	\$4,100.00	\$5,240.00
24	\$2,085.00	\$2,769.00	\$3,698.00	\$4,175.00	\$5,315.00
25	\$2,160.00	\$2,844.00	\$3,773.00	\$4,250.00	\$5,390.00
26	\$2,235.00	\$2,919.00	\$3,848.00	\$4,325.00	\$5,465.00
27	\$2,310.00	\$2,994.00	\$3,923.00	\$4,400.00	\$5,540.00
28	\$2,385.00	\$3,069.00	\$3,998.00	\$4,475.00	\$5,615.00
29	\$2,460.00	\$3,144.00	\$4,073.00	\$4,550.00	\$5,690.00
30	\$2,535.00	\$3,219.00	\$4,148.00	\$4,625.00	\$5,765.00
31	\$2,610.00	\$3,294.00	\$4,223.00	\$4,700.00	\$5,840.00
32	\$2,685.00	\$3,369.00	\$4,298.00	\$4,775.00	\$5,915.00
33	\$2,760.00	\$3,444.00	\$4,373.00	\$4,850.00	\$5,990.00
34	\$2,835.00	\$3,519.00	\$4,448.00	\$4,925.00	\$6,065.00
35	\$2,910.00	\$3,594.00	\$4,523.00	\$5,000.00	\$6,140.00

Lane 1: Pep Band, Cheerleading, Science Extra-Curricular Assistant, FFA, Newspaper

Lane 2: One-Act Play, Science Extra-curricular, Speech, Yearbook/Annual, Elem. Sports, Extra-curricular Music

Lane 3: Asst. Golf, Asst. CrossCountry, Jr. Hi. Sports, FBLA, FCCLA

Lane 4: Head Golf, Head Cross Country, Asst. BBB, Asst. GBB, Asst. FB, Asst. Wrestling, Asst. VB, Asst. Track

Lane 5: Head BBB, Head GBB, Head FB, Head Wrestling, Head VB, Head Track

Coaches not currently on the matrix will receive an annual increase of \$25 per year until they fall on the matrix. Extra-curricular coaches may bring in up to 10 years of experience in the same field. Only experience at the junior high through senior high level will be recognized.

Elementary gymnastics will be paid at 40% of lane 1.

Assistant elementary gymnastics will be paid at 33% of lane 1.

Junior class advisor will be paid at Lane 1 (Level 0).

All other class advisors will be paid at 25% of Lane 1 (Level 0).