

**TGU Education Association
and
TGU School District #60**



Negotiated Agreement

2021-2023

Article I: Recognition

The Board recognizes the TGU Education Association as the exclusive bargaining representative for items as required by law.

ARTICLE II: Liquidated Damages

Once a contract is signed, it is assumed that teachers will not request a release during the term of the contract. It is mutually acknowledged that termination of a contract by the teacher, prior to the completion of the contract terms, results in damages to the School District which are impractical or extremely difficult to actually ascertain. In an effort to fix compensation which bears a reasonable relationship to probable damages and which is not disproportionate to reasonable anticipated damages, the following sum shall be paid by a teacher requesting a release from contract which is approved by the School Board:

Release requested during period from:

July 1-August 15:	\$1,000.00
August 16-end of term:	\$2,000.00

Nothing contained herein shall be construed to mean that the Board must release the teacher upon payment of the above amount. The School Board may, in its sole discretion and by reason of extenuating circumstances, waive part or all of such liquidated damages.

ARTICLE III: Miscellaneous Provisions

3.1 Effect of Agreement

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 a 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 and shall not be subject of negotiations during the term of this Agreement.

3.2 Savings Clause

Should any article, sections, or clause of this Agreement be declared illegal by a court of competent jurisdiction, 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 if not affected by the deleted article, section, or clause.

3.3 Duration Clause

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 at least ninety (90) days prior to June 30th. If such notification occurs, the entire Agreement shall be renegotiated. Changes may be made at any time by mutual consent.

Article IV: Teacher Contract Day and Year

4.1 Preparation Time

A teacher's schedule will include preparation time during the school day.

4.2 Length of Day

Teacher will begin their workday at 8:00 a.m. and will continue until 30 minutes after the students' school day ends.

4.3 Length of Year

The scheduled employment year of teachers shall be 182 days.

4.4 Optional Extended Contract

Compensation for an extended school year shall be 1/182 of the teacher's salary for each additional day. The individual contract shall list the number of days expected, as well as the pay for the additional days.

Article V: Additional Workload Compensation

5.1 Traveling Between Schools

Teachers traveling between TGU district sites will be compensated for mileage between those schools at the state rate, if they drive their own vehicle.

5.2 Combination Classroom

Elementary teachers, with a full-time combination classroom assignment requiring double preparation, will be provided \$800 in addition to their scheduled salary.

5.3 ITV Instructors

Teachers instructing ITV courses, between TGU schools, will be reimbursed at the rate of \$750 per semester, per ITV class.

Article VI: Benefits

6.1 Health Insurance

The District will provide a single plan under the Board approved health insurance policy or a percentage equivalent of the increase of a single plan for teachers requiring the use of insurance exceeding a single plan.

Teachers who provide proof of health insurance coverage shall receive a \$4,000 taxable cash option, less FICA/Medicare taxes, to be contributed to a 403 (B) retirement account.

6.2 Flex Plan

Flex benefit options are available to include items such as childcare, excess medical costs, dental, vision, cancer, or disability insurance. The Board shall pay the enrollment fee.

6.3 Sick Leave (Policy DDA)

Full-time licensed teachers will receive ten (10) days sick leave per school year cumulative to ninety (90) days total.

6.4 Teachers Fund for Retirement (TFFR)

The District shall pay all (100%) of the teacher's assessment of the North Dakota Teachers Fund for Retirement.

6.5 Deduction Bank

A deduction bank of \$600, per teacher, covered by this Agreement has been established to pay for dental, vision, chiropractic, and any other medical benefits not covered through group health plans. The \$600 will be placed in the

deduct bank and upon presentation of receipts to the Business Manager, the employee will be reimbursed up to the maximum accumulated for that individual. Payments will be dispersed in October, December, February, April, and June. Requests should be submitted by the 15th of each of the months in which the employee desires payment. Dates of service on receipts must be between July 1 and June 15 to be submitted for reimbursement. Any unused portion will be forfeited.

6.6 Graduate School Stipend

Pay of \$200 per semester, up to a lifetime of \$4000, for the completion of graduate coursework toward a Master's Degree in a teacher's current content area, educational leadership, or curriculum and instruction. Proof of acceptance to graduate school and a current plan of study from an accredited college or university must be on file with the District and be approved by the Superintendent. Courses taken after filing a plan of study with the District and before completion of the degree will be eligible for payment. Reimbursement will be made in September, as long as the Superintendent receives proof of the earned credit prior to September 1st.

Before receiving the reimbursement, the teacher must agree in writing to voluntarily continue employment with the District for a period of at least three school years after earning the approved degree or would be required to reimburse the District for all graduate school funds previously received from the District.

Consideration for coursework outside these areas shall be brought to the school board for approval.

6.7 Continuing Education Classes

Payment not to exceed \$100 in one school year will be made to a teacher taking Continuing Education Classes. This payment cannot be in addition to the Graduate School Stipend. A receipt and proof of earned credit must be submitted to the Business Manager.

6.8 Classroom Expenditure Reimbursement

Each licensed staff member will be reimbursed annually up to \$100 for out-of-pocket expenses. Receipts must be submitted by May 15th to the Business Manager for reimbursement.

Article VII: Salary Schedule

7.1 Salary Schedule (see 2021-2023 schedule attached)

7.2 Credit for Experience

A teacher entering the TGU School District will be allowed up to ten (10) full years of out-of-district teaching experience on the salary schedule.

Ratification

IN WITNESS WHEREOF, signatures of the duly authorized representatives of the Association and the Board indicate that this Agreement has been ratified by the TGU Education Association and the TGU School Board.

Dated this _____ day of _____, 2021.

SCHOOL BOARD

EDUCATION ASSOCIATION

President

President

Business Manager

Secretary

TGU School District #60 Salary Schedule
2021-2023

2021-2022 School Year Fall 2021 Returning Staff
(2020-2021 Salary) + \$600 + \$1,500

BA	+8	+16	+24	+32	+40	+48	MA	+8	+16	+24
40500	41100	41700	42300	42900	43500	44100	45500	46300	47100	47900

2022-2023 School Year Fall 2022 Returning Staff
(2021-2022 Salary) + \$600 + \$500

BA	+8	+16	+24	+32	+40	+48	MA	+8	+16	+24
41000	41600	42200	42800	43400	44000	44600	46000	46800	47600	48400

NEW Staff Members:

Licensed staff entering the TGU School District will calculate their salary based upon the single line matrix. New staff will receive the base pay for their education lane plus \$600 for each year of teaching experience. Credit for experience will not exceed 10 years.

Returning Licensed Staff:

Licensed staff members will receive their salary from the previous year, plus \$600 for teaching experience. Returning teachers will also receive the increase of the base salary when compared to the base from the previous year.

Educational Increase

+8	+16	+24	+32	+40	+48	MA	+8	+16	+24
\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$1,400.00	\$800.00	\$800.00	\$800.00

Staff members who advance to a higher education lane will receive a one time salary adjustment equivalent to the increase indicated. If more than one lane is advanced in a single year, the adjustment will equal the sum of the increases indicated. All credits must be approved by the Superintendent. Transcripts must be filed with the Business Manager by September 1.