

2015-2016

**TEACHERS' COLLABORATIVE BARGAINING AGREEMENT**

**GLEN ULLIN SCHOOL DISTRICT NO. 48**

**ARTICLE 1 – Parties and Recognition**

Parties: This agreement is entered into between the Glen Ullin School District teachers, employed or to be employed on at least a half-time basis, and the Glen Ullin School Board (See Section C-1 and 2 for definition of full year or full time.)

**ARTICLE II – Compensation**

BS/BA	8	16	24	32	40	MS	MS+8	MS+16
34,600	35,100	35,600	36,100	36,600	37,100	39,100	39,600	40,100

Base pay for 2015-2016 will be \$34,600 with increases for additional education credits as indicated above. Additional compensation for new employees with previous years of experience will be at the discretion of the board. The negotiation settlement was to raise base pay by \$350.00 and each teacher will have an increase of 3.5% of their 2014-15 salary.

- A. **Horizontal Placement on Schedule** - The following rules shall be applicable in determining placement on the appropriate salary schedule lane.
  - 1. **Prior Approval** – Credit earned shall be in the field of education or subject matter in which a teacher is assigned to teach and should be approved by the administration prior to enrollment in course. Credits must be approved by the administration to be counted towards advancement on the salary schedule.
  - 2. **Effective Date** – Individual contracts will only be modified to reflect horizontal lane change prior to Sept. 1 of each year during the contract term. In order to qualify, credits must be documented by providing a transcript from the college or university registrar, a letter of verification of successful completion from the professor who actually taught the course, or written confirmation from the instructor that the course is in progress and will be completed in a timely manner. Only those courses for which prior approval and a passing grade have been received will qualify for lane change.

**B. Credit Requirement: Salary Schedule** – To move horizontally on the salary schedule, all teachers shall have earned 8 semester hours of college credit. In-service clock hours may be substituted in lieu of college credit at a ratio of one semester hour as equal to 16 clock hours to a maximum per lane change of 4 semester hours. The district will pay \$125.00 each year toward required educational credits or licensure. Payments will be made to the individual teacher upon verification of successful completion of the work. For licensure, payments will be made directly to ESPB.

**C. Definitions –**

1. **“Full year” defined** – A “full year” is defined as 160 full days or more and shall be applicable for experience credit for part-time employees as well as for first-time employees.
2. **“Full time” defined** – Certified teachers with 182 contracted teaching days with teaching duties or teaching related duties equal to one full-time equivalent. All teachers less than 182 teaching days or teachers with contracts beyond 182 days will be granted salaries and the fringe benefit package in proportion to the “Full-time” teacher. Sick leave, personal leave, and emergency leave will not be pro-rated beyond the limits for the “Full-time” teacher. For part-time teachers, sick leave, personal leave, and emergency leave will be pro-rated.

**D. Pay Periods** – Pay shall be received on the 15<sup>th</sup> day and the last school day of each month or the closest last day of school to those dates.

**E. Annual Salary Plan** – Annual salaries will be divided into nine, ten, or twelve monthly payments.

**F. Required Workshops Beyond School Contract Days** – Any teacher required to go to summer workshops, such as All-Service Vocational Workshops, shall be reimbursed for expenses not to exceed the state rate for mileage, meals, and lodging not paid by the State Vocational Dept. This does not include the teachers required to earn credits in Article IV Section A. Also, all teachers will be paid the same rate as the daily compensation for short-term substitute teachers for each full workshop or workday they are required by the Glen Ullin School District to attend which is not held on a regular school day or contracted workday including the All-Service Vocational Workshop.

- G. Supervision Compensation** – A stipend for meals will be given to teachers for supervising students outside of the classroom. Such supervision is at the discretion of the superintendent, and includes, but is not limited to, recess duty, noon gym duty, zero-hour responsibilities. The stipend will be at a rate equal to the rate charged for adult lunches.
- H. Hours** – The teaching day for ALL teachers will be from 7:45 am-3:30 pm.
- I. Substitute Teaching** – Each teacher shall be paid \$12.00 for using his or her full prep hour as a substitute for a teacher who is absent. A prep hour will be defined as 60 minutes or one full class period at the high school level.
- J. Fringe Benefit** – The Glen Ullin Public School District #48 shall pay, as a fringe benefit, in accordance with the collaborative bargaining agreement, to each full-time teacher, the amount needed to cover a single health insurance plan. Those not taking a plan through the school shall have a cash option.
1. A flexible benefit plan will be offered to all employees of the School District.
  2. The cost of the plan document will be at the expense of the School District. The monthly services charge (if applicable) for this flexible benefit plan will be at the expense of the school district.
- K. Teachers' Fund for Retirement** – The Glen Ullin School District will follow Model One of the North Dakota Teacher's Fund for Retirement, "Plan for Employer Payment of Member Assessments to the Fund."
- L. Long-term Disability Insurance** – The School District will provide a Long-term Disability Policy for full-time teachers. The school district will pay 100% of the premium.

### **ARTICLE III – LEAVES**

- A. Sick Leave** –
1. A teacher will receive 10 days of sick leave per year unless the maximum accumulated days are reached. Once the maximum accumulated days of sick leave are reached, only the number of days needed to maintain the maximum accumulated days will be added. The number of days per school term will never exceed 10 days.
  2. Unused sick leave days may accumulate to a maximum of 80 days. No more than 80 sick leave days may be taken in any one fiscal year under this provision. (No sick leave will be carried over to the next school term if 80 days are taken during a fiscal year.)

3. Sick leave with pay shall be allowed, whenever a teachers' absence, if found to have been due to illness and/or disability which prevented attendance and performance of duties on that day or days. The school district may require a teacher to furnish a medical certificate from a qualified physician as evidence of illness or disability, indicating such absence was due to illness or disability, in order to qualify for sick leave pay. If the School District requires a second opinion, the School District will pay for the second opinion; however, the final determination as to the eligibility for sick leave is reserved to the School District.
4. Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.
5. Pregnancy disability leave shall be treated the same as sick leave. This leave may not be used for child rearing or child/parent bonding purposes as per board policy.
6. When the duration of illness or disability makes it necessary for the administration, in its sole discretion, to employ a substitute for extra-curricular duties, a proportionate amount (Based upon the extracurricular pay for the duty and the time a substitute was employed) shall be deducted from the extra-curricular salary of the ill or disabled teacher.
7. Upon retirement, teachers will be paid \$40.00 per day for unused sick leave. If leaving the district for other reason(s) after the fifth year of employment in the district, teachers will be reimbursed for unused sick leave at the rate of \$20.00 per day, or one-half what is being paid to retiring teachers.
8. After 20 years of employment, employees who have reached their maximum cumulative sick days may receive 5 days at \$25.00 per day to equal \$125.00 at the end of the year for unused sick leave.

**B. Sick Leave Bank –**

1. The Glen Ullin School Sick Leave Bank is a voluntary program.
2. The Sick Leave Bank is designed to provide additional sick day coverage to teachers who incur extended medical illness.
3. Any teacher who has used all sick days, personal leave days, and all other forms of paid days may request use of the Sick Leave Bank.
4. The request will be made to the superintendent and shall include:
  - a. A primary health care provider's statement of medical need
  - b. A specific number of days (A letter from the school may be sent to the teacher's health care provider asking the provider to specify the number of days of medical leave which are needed. The letter will also indicate the statement of medical need will be used to allow more days from the Sick Leave Bank.)

5. The request will be distributed to the teaching staff and will include the following:
  - a. The name of the teacher making the request
  - b. The reason the teacher is requesting use of the Sick Leave Bank
6. Requests for additional sick leave days from the Sick Leave Bank may be ongoing up to the 90-calendar day time period when disability insurance starts.
7. Information relating to which teachers donated days toward the Sick Leave Bank will be considered "Confidential" (unless otherwise specified by the open records law) and will not be released to the teacher requesting additional days.
8. Teaching staff may contribute two days to the Bank per request to a maximum of two (2) days per year. The number of days that teachers contribute to the sick leave bank may be increased at the discretion of the School Board.
9. All teacher-donated days are placed in a Sick Leave Bank.
10. If additional days are needed in the Bank for the continuation of one teacher or to meet the needs of additional teachers, other requests to teaching staff will be made to add days to the Sick Leave Bank.
11. All Sick Leave Bank days remaining in the bank following a teacher request will be carried in the bank until those days are used from the Bank and/or additional sick bank days are requested.

**C. Personal Leave:** The School Board will grant 3 ½ days per year of accumulative personal leave to each teacher, subject to the following provisions:

1. Teacher(s) will be permitted to take personal leave based on the availability of qualified substitutes.
2. Unused personal leave may accumulate to a maximum credit of five days per teacher.
3. Application for leave must be filed with the Superintendent (48 hours) in advance of contemplated leave on forms provided by the District. The Superintendent may waive the two-day provision in emergency situations.
4. Unless waived by the Superintendent, personal leave shall not be granted for the following:
  - a. The first five (5) days of the school term
  - b. During the month of May except for special occasions at the sole discretion of the Superintendent

5. Teacher(s) with any unused earned personal leave will be paid the same rate as the daily compensation for a short-term substitute teacher for each day of unused personal leave subject to the following provisions: Prior to May 5<sup>th</sup>, the teacher(s) shall provide written instructions to the school district manager or superintendent concerning the status of any unused personal leave. (The teacher(s) may carry up to 1.5 days of personal leave to the next school term or may be paid for all unused personal leave).

**D. Non-Emergency Medical Leave** – All teachers will be allowed five (5) days sick leave to be used for the non-emergency medical needs of immediate family members. Family members are defined as a member of a teacher's or his/her spouse's immediate family (father, mother, stepparents, brother, sister, spouse, children, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, or grandchildren.)

**E. Emergency Leave -**

1. In cases of death, serious illness, or injury to a member of a teacher's or his/her spouse's immediate family (father, mother, stepparents, brother, sister, spouse, children, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, or grandchildren) the employee will be granted time off.
2. An employee absent under this clause shall be compensated for lost time required to handle the immediate emergency situation. Three (3) days shall be allowed annually and anything beyond is at the discretion of the School Board.
3. Requests for emergency leave shall be made to the Superintendent.
4. Days that qualify for emergency leave shall include:
  - a. The day an emergency arises
  - b. The day of surgery
  - c. The days of travel and the day itself in case of death or serious injury to those described above

**F. Professional Leave –**

1. Workshop and conferences in the teacher's major or minor field
2. Trips where a teacher is required to accompany students to or from a school-sponsored event
3. Any other job-related activity or events subject to the Superintendent's discretion

**G. Jury Duty Leave** – In the event a teacher is called for jury duty, the School District will pay the teacher the amount of their regular salary which exceeds the amount paid the teacher for jury duty. (Not to include mileage, meal, or lodging allowances.)

#### **ARTICLE IV – Working Conditions and Miscellaneous**

- A. Accreditation** - For accreditation purposes, teachers must meet the standards set by ESPB to maintain their teaching credential.
  
- B. Teacher's Convention** – School will not be in session.
  
- C. Grievance Procedure** – Grievances shall be dealt with according to the grievance procedure in the School Board policy, and will be included as part of the faculty handbook.
  
- D. Taking and Selling Tickets** – Teachers will not be required to sell or take tickets.
  
- E. Free Admission to School District Sponsored Function** – All teachers will receive free admission to all School District sponsored functions.
  
- F. Effect of Agreement** – The School Board and the Teachers 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.
  
- G. 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, 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.
  
- H. Amendments** – Amendments hereto may be made upon thirty (30) days written notice by the party proposing such amendment and upon agreement reached under the procedures used in obtaining this Contract.
  
- I. Duration** – The provisions of each Article attached hereto shall be effective as of July 1, 2015, and shall continue in effect until June 30, 2016 for salary, extracurricular, and fringe benefit items. Collaborative Bargaining may occur in order to change contract language. At the end of the contract period, this Agreement shall automatically renew itself unless written notification to the contrary is made by either party at least ninety (90) days prior to the anniversary date of any year. If such notification occurs, the Agreement shall be renegotiated.

J. Ratification – IN WITNESS WHEREOF, signatures of the duly authorized representatives of the Teachers and the School Board indicate that the Teachers and the School Board have ratified this Agreement.

Dated this 16<sup>th</sup> day of April, 2015.

**SCHOOL BOARD TEAM**

Sandy Gerveng  
Andre L. Plo  
[Signature]  
 

**TEACHERS COLLABORATIVE BARGAINING**

[Signature]  
John Fox  
[Signature]