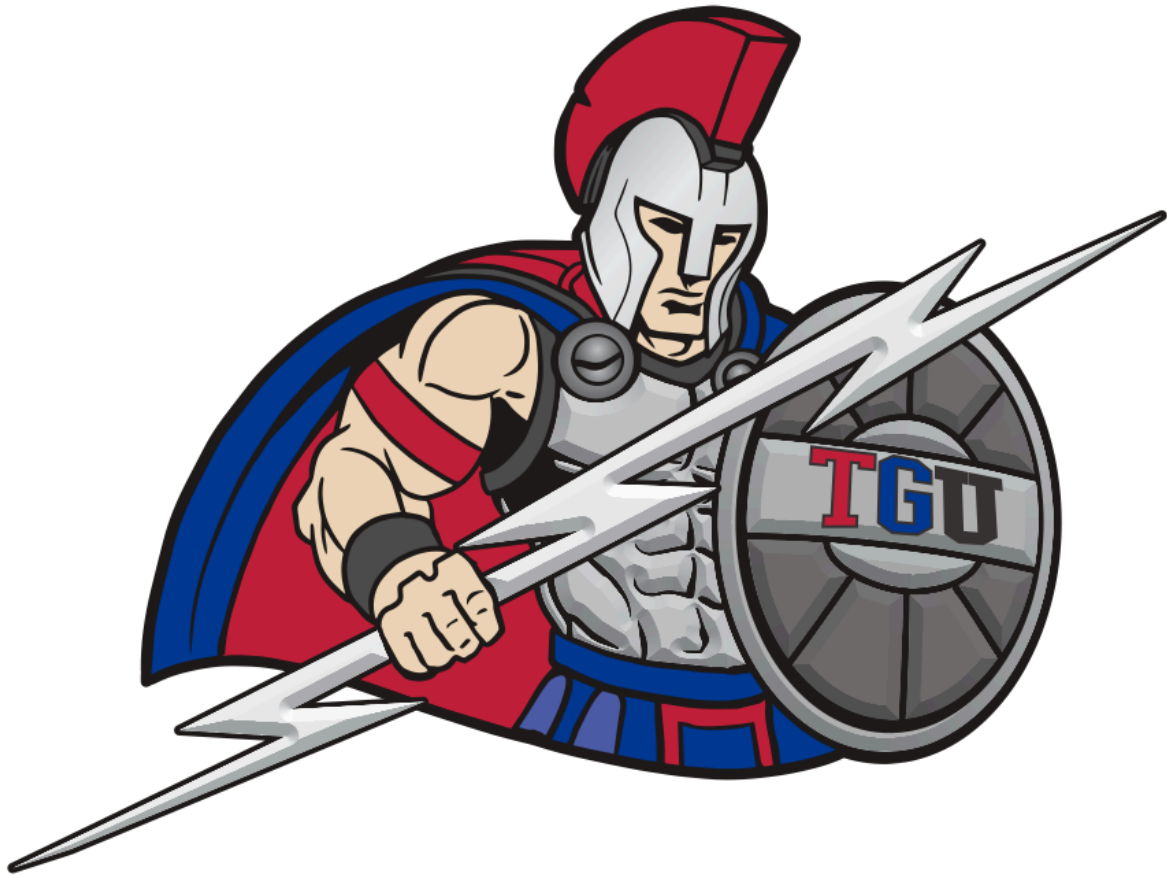


TGU SCHOOL DISTRICT



NEGOTIATED AGREEMENT

2025 -2027

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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:

June 1 - July 1:	No Damages
July 2 - August 15:	\$2,500
August 16 - May 31:	\$3,500

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, 2025 to June 30, 2027 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*

Teachers 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 184 days, 174 of which will be student contact days in 2025-2026, and 175 student contact days for 2026-2027

4.4 *Optional Extended Contract*

Compensation for an extended school year shall be 1/184 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. A monthly expense report must be submitted to the business manager for payment.

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 *Web Based Instruction*

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

5.4 *Back to School Open House*

Teachers will receive a \$100 stipend for attending back to school open house.

5.5 *Parent Teacher Conferences*

Elementary (K-6) Teachers with a classroom of 16+ students will receive an additional \$100 per semester for an extra evening of parent teacher conferences. Stipend will require administration approval.

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 District shall pay the enrollment fee.

6.3 **Personal Leave**

Full time licensed staff shall be granted personal leave based upon the following schedule:

Years at TGU	Leaves per Year	Cumulative Maximum
0-5	3	5
6-12	4	6
13+	5	7

If an employee chooses not to use their personal days, they may be paid for up to three days at the current substitute teacher rate. Payment will be made at the end of the school year, upon request.

6.4 **Sick Leave (Policy DDA)**

Full-time licensed teachers will receive ten (10) days sick leave per school year cumulative to ninety (90) days total. Teachers who meet full pension requirements from TFFR may apply for a payout of \$25 per sick day upon retirement.

6.5 **Sick Leave Share Bank**

The Sick Leave Share Bank is created to provide participants with paid sick leave in the event of a medical emergency as defined below.

Definitions

TGU Sick Leave Share Bank Committee will consist of one administrator, two licensed TGU EA Members (one from each site), one non-licensed staff (all must be participating sick leave share bank members) and one school board member. Their duties are to review applications and approve/disapprove them, monitor the status of the medical emergency, and provide reasonable assurance that the sick leave is not abused.

Family Member – a participant's immediate family.

Leave Recipient – a current participant in the TGU Sick Leave Share Bank that has been approved to receive leave from the sick bank.

Medical Emergency – a medical illness or accident that has afflicted a participant or a participant's family member that will result in a prolonged, unpaid absence from the participant's work. A prolonged absence may be defined as either a consecutive set of days absent from work or intermittent absences over an extended duration of time. The Sick Leave Share Bank Committee shall determine what constitutes a prolonged absence on a case-by-case basis, taking into account the employee's duties and responsibilities. Excluded from the term medical emergency are voluntary or cosmetic treatments that are not medically necessary, routine/preventive physical examinations, and conditions associated with normal pregnancy.

Eligibility-All TGU employees of full time status, with one **calendar** year of continual employment, including administration, licensed staff, and non-licensed staff, are eligible to participate in the TGU Sick Leave Share Bank on a voluntary basis. No employee shall be coerced, threatened, intimidated or financially induced into donating leave for the purpose of leave donating. Upon implementation of the policy current full time employees of TGU, with one **calendar** year of continual employment, will have a one time option to become a member of the TGU Sick Leave Share Bank. The deadline to donate two days to the sick bank will be October 1, 2025. Employees hired after October 1, 2025 with a FTE will have a one-time opportunity to become a member of the TGU Sick Leave Share Bank after being continually employed by the District for one calendar year.

Employees must complete a required leave sharing agreement, must donate two days and must retain a minimum of eight sick leave days in their individual accumulated sick day balance to participate.

Requirements to become a Leave Recipient

- Employee must be a participant in the TGU School District Sick Leave Share Bank;
- Employee must have exhausted their accumulated paid sick and personal leave;
- Employee has adhered to and not abused the sick leave policy of TGU School District.
- The employee must apply with a written application to the Sick Leave Share Bank Committee. The application shall be submitted as soon as practical not to exceed 30 days (FMLA standards) from the date that the employee became aware of the medical emergency or exhausted all applicable paid leave, whichever is later.
- The application must state the reasons why sick leave is needed, including a description of the nature, severity, and anticipated duration of the medical emergency and a medical statement from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the employee's or family member's condition. Failure to provide this documentation may result in denial of the sick bank request. The Sick Leave Share Bank Committee reserves the right to request a second medical opinion at the district's expense.

Sick Leave Share Bank Structure

- The sick leave share bank shall contain a maximum of 160 days.
- A participant may apply 2(two) times per school year for 9 month employees or per calendar year for twelve month employees. No recipient will be granted more than 40 days per application cycle from the Sick Leave Bank. Sick Leave Share Bank days withdrawn need not be consecutive nor for the same medical emergency; however, employees are required to submit a sick leave share bank application for each new medical emergency.
- Participants will not be allowed to withdraw days that they have donated to the bank.
- If the number of days in the bank drops below 90 during the school year each participant will be assessed additional days at the beginning of the next school year , not to exceed

2 days annually, to maintain a minimum balance at the beginning of the school year of 90 days in the sick bank.

- Any use of the sick leave share bank that is a qualifying reason under FMLA shall count towards a FMLA eligible employee's FMLA entitlement.

Sick Leave Share Bank Committee Authority & Duties

The TGU Sick Leave Share Bank Committee may monitor the status of leave recipient's medical emergency. The committee reserves the right to request medical documentation that describes an employee's status should a leave recipient be granted and take 40 days of sick bank leave. The committee shall review each sick leave share bank application and medical documentation in a timely manner. Approval of a sick leave share bank request shall require a majority vote of the committee.

6.6 *Emergency Leave*

Staff can request the exchange of two sick days for a single day of emergency leave at the discretion of the building administrator once a year.

6.7 *Teachers Fund for Retirement (TFFR)*

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

6.8 *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.

6.9 *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.

6.10 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.

6.11 Classroom Expenditure Reimbursement

Each licensed staff member will be reimbursed annually up to \$150 for out-of-pocket expenses. Receipts must be submitted by May 15th to the Business Manager for reimbursement.

6.12 Teacher Hot Lunch

Licensed staff members are offered lunch at no cost. This meal is provided as compensation for continued responsibilities and duties that extend into the lunch period. This offer extends only to the TGU hot lunch program, and there will be no additional compensation for teachers who do not utilize the TGU food program. In addition, teachers who request breakfast or a second entree will be charged.

ARTICLE VII: Salary Schedule

7.1 Salary Schedule

2025-2026 (\$1,500 addition to base salary)

BA	+8	+16	+24	+32	+40	+48	MA	+8	+16	+24
44,900	45,600	46,300	47,000	47,700	48,400	49,100	51,500	52,300	53,100	53,900

-	+700	+700	+700	+700	+700	+700	+2,400	+800	+800	+800
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2026-2027 (\$1,400 addition to base salary)

BA	+8	+16	+24	+32	+40	+48	MA	+8	+16	+24
46,300	47,000	47,700	48,400	49,100	49,800	50,500	52,900	53,700	54,500	55,300
-	+700	+700	+700	+700	+700	+700	+2400	+800	+800	+800

New Staff Members:

Licensed staff members 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 per year of teaching experience.

Returning Staff Members:

Returning licensed staff members will receive their salary from the previous year, plus the increase placed upon the base. Returning teachers will also receive an increase based upon completed years of experience according to following:

Years of Experience	Increase Amount
1-5 years	\$600
6-12 years	\$650
13-19 years	\$700
20+ years	\$750

Educational Increase:

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 column 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 1st. Teachers cannot remain in the same column for more than 10 years, unless it is a BA-48 level or higher.

7.2 Credit for Experience

A teacher entering the TGU School District will be allowed up to twenty (20) full years of out-of-district teaching experience on the salary schedule.

7.3 Extracurricular, Co-Curricular, and Advisor Salaries

Title	%	Title	%	Title	%
Head Football	11	Golf	7	FCCLA/FBLA	4

Asst. Football	8	Cross Country	7	FFA	9
JH Football	6	Head Track	8	Honor Society	3
Head Basketball	12.5	Asst. Track	6	Speech	5
Asst. Basketball	8.5	Head Baseball	8	Science Olympiad	2
JH Basketball	6	Asst. Baseball	6	Math Counts	1.5
Youth Basketball	3	Head Softball	8	Acalympics	1.5
Head Volleyball	11	Asst. Softball	6	Jr. Class Advisors	3
Asst. Volleyball	8	Head Wrestling	8	Yearbook	3
JH Volleyball	6	Youth Wrestling	6	Student Council	3

Set Salaries	\$	Set Salaries	\$	Title	\$/Hr
Football Field Maintenance	\$1,000	Youth Rodeo Advisor	\$1,000	Internal Sub	\$22
Baseball Field Maintenance	\$800	Music	\$800/concert	Drivers Ed	\$50 Hourly
Softball Field Maintenance	\$800	Music Competitions	\$200/Event	Tech Coordinator	Hourly
Drama (One Act)	\$1000	Music Pep Band	\$40/game	9th Grade Advisor	\$500
Drama (Full Length Play)	\$1200	Cognia Coordinator	\$1200	10th Grade Advisor	\$500
Webmaster	\$1500	Curriculum Coordinator	\$1000	12th Grade Advisor	\$500
Activities Director	\$6000	Cheer Coach (Pep Club)	\$800	Dance Coach	\$1000
Trap Coordinator	\$1000				

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 _____, 2025.

SCHOOL BOARD

EDUCATION ASSOCIATION

President

President

Business Manager

Secretary