

## **UPSD8 NEGOTIATED CONTRACT 2025-2027**

### **AGREEMENT**

When agreement is reached, it shall be reduced to writing, and when approved by the Association and Board and signed by the parties, it will become a part of the official policies of the Board. The negotiated contract shall accompany the teacher's contract each year. Such agreement shall constitute a modification of the articles of this agreement, and when necessary, provision in the agreement shall not discriminate against any member of the staff regardless of membership in the Association.

### **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 is violated the law, but the remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of this Agreement.

### **NEGOTIATIONS AGREEMENT**

#### **Section 1. Release Assessment**

Release Assessment-All professional staff under contract with the District are expected to fulfill the entire term of the contract. When a member of the professional staff requests a release from contract, the Board may exercise one of three options:

1. Grant an unconditional release from contract.
2. Deny temporarily or table the request with the understanding that the administration will be directed to facilitate the granting of the request by seeking an adequately qualified replacement.
3. Deny the request.

No release from contract shall be deemed granted until the Board has unconditionally approved it. Any teacher who has not been granted a release by the Board and who fails to fulfill a teaching contract with the District will be reported to the Education Standards and Practices Board.

Any board granted release of contract is subject to a payment of \$500.00 after May 1, \$1,000.00 after June 1, \$1,500 after July 1 unless waived by School Board action.

Resignation-Professional staff members who decide to leave the employment of the District at the end of the current contract are requested to submit a written resignation to the Superintendent immediately upon

making the decision. The resignation shall clearly indicate the date upon which it is intended to be effective. No resignation shall be deemed effective until the Board has approved it.

## Section 2. Hours of Employment

All teachers employed in the Underwood School System must be in the school building 30 minutes before and after school each day. Teachers must also remain in their rooms 15 minutes before school starts and 15 minutes after school is dismissed each day. The only exception to this will be the last day of the school week or before school holidays or weekends. On those occasions, teachers may leave the school building after the buses have left the school grounds.

## Section 3. Leave

1. Emergency Leave-discretion of the Superintendent.
2. Personal Leave—
  - a. Personal Leave for new and returning teachers entering employment with the District will be set forth according to the table below.

<b>Years 0-4</b>	<b>Years 5-9</b>	<b>Years 10-14</b>	<b>Years 15-19</b>	<b>Years 20+</b>
<b>3 Days</b>	<b>4 Days</b>	<b>5 Days</b>	<b>6 Days</b>	<b>7 Days</b>

- b. Part-time teachers shall be granted personal leave that reflects their part-time equivalency status. Example: A 50% teacher in Years (0-4) would receive 1.5 personal leave days (10.5 Hours). Teachers going from full-time to part-time will receive personal leave that reflects their part-time status.
- c. Personal days may be carried over to the next year accumulative to a maximum of seven days (49 Hours) or a teacher shall receive the sub pay rate for each day (7 Hours) of personal leave not used, up to 3 days (21 Hours).
- a. When a teacher leaves the District, they will receive the sub pay rate for each day (7 Hours) of personal leave not used, up to seven days (49 Hours).
- b. During a teacher's absence, due to personal leave, the District will pay the cost of the substitute teachers.
- c. A teacher planning to use personal leave shall notify the Principal at least one week in advance, except in the case of an emergency. Teachers may request the last teaching day before a vacation or the first teaching day after a vacation for personal leave. No more than two teachers can take personal leave the same day. These days may be taken consecutively. The teacher need not give the Principal a reason for the personal leave.
- d. Personal leave shall be defined thus: "Personal leave will be used in a reasonable and responsible way, remembering that the original intent was that it be used for business, legal, and other similar needs."

3. Sick Leave—
  - a. 10 days (70 Hours) per year, accumulative to 90 days (630 Hours), shall be granted to each full-time teacher. Part-time teachers shall be granted sick leave, that reflects their part-time equivalency status. Example: a 50% teacher would receive 5 sick leave days (35 Hours). Teachers going from full-time to part-time will receive sick days that reflect their part-time status.
  - b. When a teacher leaves the district in good standing, they will receive \$50.00 for each day (7 Hours) of unused sick leave for a maximum total payment of \$1,500.00.
    - i. For a teacher to be in good standing the following criteria must be met:
      1. They must be granted an unconditional release from contract.
      2. They must not be terminated for cause.
  - c. Teachers that are absent for three consecutive days or more because of illness may be required to submit a certificate signed by a doctor or other person who had the teacher under their care for the teacher to receive their pay for the days absent.
  - d. Teachers may use up to 2 days of sick leave annually for non-emergency funeral leave.
4. Professional Leave-discretion of the Superintendent.
5. Sabbatical Leave-A teacher shall be granted a leave of absence upon approval of the School Board. The teacher may be given a vertical increment increase if leave is for education in a related field.
6. Banked Time—When teachers are required to work outside of contracted hours during the school year they will be able to accrue up to 15 hours of time per year that can be claimed at the end of the school year at a rate of \$30/hr or used throughout the year to leave early. Examples of required attendance outside of contracted hours include, but are not limited to: IEP meetings, parent engagement activities, concerts, PD outside of regular hours. Daily contracted hours are 8:00 am to 3:45 pm. Use of banked hours must be requested from a supervisor 1 day in advance. Tracking of banked hours will be the responsibility of the principals and the business manager. Banked hours cannot be carried over to the next school year.

#### Section 4. Academic Credit

1. As required by ND Century Code, the Education Standards and Practices Board, and the Department of Public Instruction, each teacher shall assure the School Board they have met the minimum requirements for professional growth.
2. For educational credit to be acceptable towards a master's lane change, courses must be in a teacher's major or minor field or beneficial to the Underwood Public School District, the credits would still have to meet with the approval of the administration. A transcript of proof of credit must be given to the Superintendent or Business Manager before the tenth day of September to receive 100% of the lane change salary increase or by the tenth day of January to receive 50% of the lane change salary increase for the current school year. The remaining 50% of the lane change salary increase will then take effect on the subsequent school year's contract.

3. Teachers that fail to earn the required number of credits to maintain their teaching license will be subject to non-renewal.

A teacher already on staff, who is required by accreditation standards or certification requirements, will be eligible to receive educational grants from the Underwood School District based on the following criteria:

1. Teachers must receive pre-approval from the Superintendent for any educational grant requests.
2. The District will provide educational grants with distribution as follows:
  - a. The Underwood School District will provide professional development during in-services that will qualify through the UND Cafeteria Plan or equivalent as graduate credits that meet ESPB teacher license renewal guidelines.
  - b. The Underwood School District will provide a maximum grant of \$150.00 per teacher for recertification. Limit of \$150.00 per teacher per year for an educational grant.
  - c. Payment of an educational grant will be made when the grade slips or transcript has been shown to the Business Manager as proof of enrollment.

#### Section 5. Grievance

Any grievance concerning the interpretation of the negotiated agreement, which should come up during the term of the negotiated agreement, shall be handled under the following negotiated procedure.

1. Procedures
  - a. A teacher shall discuss the complaint with the Principal. The Principal, after consulting with the Superintendent, is to respond within five business days.
  - b. If the teacher is not satisfied, the grievance shall be submitted to be worked on by the Administration, teacher, and UEA members, consisting of three members in good faith to seek an equitable solution.
  - c. If this is unsatisfactory, the teacher and/or his association representative may approach the School Board on the grievance.
  - d. Any grievance shall only concern the interpretation or administration of the negotiated agreement.

#### Section 6. Date of Salary Payment

Salary will be paid on a twelve-month basis. Salary shall be payable twice monthly, the 15<sup>TH</sup> of the month and the last business day of the month. In each case where dates fall on weekends or bank holidays, salary shall be paid the last business day preceding either date.

### Section 7. Summer/Extended Compensation

The District will pay the teacher a prorated salary based on 1/# contracted days (daily rate) of their contracted salary for each 7-hour day. If the teacher works less than a 7-hour day, the District will pay the teacher a prorated salary based on 1/7 (hourly rate) of their daily rate for the actual hours worked.

All school required teacher training during the summer will be compensated based upon a stipend rate of \$125/half day and \$250/full day.

### Section 8. Years of Experience

A teacher entering the Underwood School System shall be allowed to bring in years of experience. (See Salary Schedule)

### Section 9. Reduction in Staff Policy

Criteria # 1: Attrition through resignation or retirement or termination, shall be relied upon to the extent practicable. If attrition is not sufficient to eliminate further reduction in force, then Criteria # 2 will be applied.

Criteria # 2: Flexibility and adaptability to meet present and future staffing needs. Each area of licensure and extra-curricular involvement shall be considered. Only assigned teaching experience in the Underwood School District shall be counted. When Criteria # 2 is not sufficient to eliminate the need for reduction in force, then Criteria # 3 will be applied.

Criteria # 3: Professional Preparation and Growth: When Criteria # 1 and Criteria # 2 do not determine a teacher(s) for reduction in force, the following factors will be considered:

1. The teacher with the superior academic and professional preparation, including continuing education credits earned during the previous 7 years beyond minimum licensing requirements in their teaching field will be retained.
2. Only graduate credits earned during the previous 7 years in teaching methodology may be considered.
3. Graduate credits leading to an advanced degree or certification in an unrelated current teaching field (including administration) may be considered.
4. Example A: A teacher who has earned a Master's degree in their area of teaching will be ranked above a teacher who holds a Baccalaureate degree and graduate credits in the area they teach. Example B: A teacher who has earned a Master's degree or additional graduate credits in an area other than they teach may have their graduate coursework considered but would not rank above a teacher who has earned more graduate credits in their current teaching area than the teacher with the Master's degree.

## **FINAL**

When Criteria # 1, Criteria # 2, and Criteria # 3 do not determine a teacher(s) for reduction in force, Criteria # 4 will be applied.

Criteria # 4: Seniority: When Criteria # 1, Criteria # 2, and Criteria # 3 fail to determine a teacher for Reduction in Force, the teacher who has taught in the Underwood School District for the greater period of time will be retained. Fractions of years taught, and part-time service will be counted proportionately to determine length of service. Example: A teacher who taught full-time for 15 years and 3 years of half-time service would be given credit for 16.5 years of service. Tie breaker: When candidates for reduction in force are deemed to be equal, a teacher who is currently serving the school district in an extra-curricular assignment will be used as a tie breaker.

### **Section 10. Health Benefits**

Teachers shall have \$8,500.00 for 2025-2026 and \$8,925 for 2026-2027 of their health insurance premiums paid by the District towards a plan chosen by the board with input from participating staff members. Those teachers not having a health benefit contract will have \$4,500.00 for 2025-2026 and \$4,500.00 for 2026-2027 paid towards a cafeteria benefit plan which will include a cash option. Part-time employee benefits will be prorated according to the percentage of their contract.

### **Section 11. Teacher Retirement**

Underwood School District will pay up to 24.5% (12.75% of Employer Portion, and 11.75% of Employee Portion) of NDTFFR requirements.

### **Section 12. Miscellaneous**

Each teacher shall be guaranteed one prep period daily. A teacher may agree to take on more work for negotiated compensation.

A sign on or recruitment bonus may be paid to new hires if needed to fill an opening.

## **DURATION**

The provisions of this Agreement will be effective as of July 1, 2025 and will continue and remain in full force and effect until June 30, 2027. The contract will automatically renew and stay in full force and effect unless either party gives notice to terminate or renegotiate 60 days prior to the anniversary date hereunto set their hands and seal this 8th day of April 2025.

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Association Representative

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Board Representative