

AGREEMENT BETWEEN  
WAHPETON PUBLIC SCHOOL DISTRICT NO. 37  
AND  
WAHPETON EDUCATION ASSOCIATION

THIS AGREEMENT is made and entered into as of the 5th day of June 2013, by and between Wahpeton Public School District No. 37 of Richland County, North Dakota, hereinafter referred to as the "District" and the Wahpeton Education Association, hereinafter referred to as the "Association".

ARTICLE I. STATEMENT OF PRINCIPALS

SECTION 1. STATEMENT. The District and the Association do hereby agree that the welfare of the children of the Wahpeton School District is paramount in the operation of the schools and will be promoted by both parties.

ARTICLE II. NEGOTIATIONS

SECTION 1. RECOGNITION. After recognition as the representative of the District's teachers in accordance with Chapter 15.1-16-10 of the North Dakota Century Code, the Board or its designated representatives shall meet with the representative organization to negotiate in accordance with Chapter 15.1-16-13 of the North Dakota Century Code.

SECTION 2. COMMITTEE. The Negotiating Committee shall consist of an equal number of selected members representing the Board and the Association, hereinafter referred to as the Committee.

SECTION 3. MEETINGS. Regular meeting times shall be mutually agreed upon. Special meetings can be called upon written request of either party and shall be held at the mutually convenient date within ten days of the request. Request for special meetings shall include specific reasons for the request. All requests for meetings shall be channeled through the other party's designated contact person.

SECTION 4. ASSISTANCE. The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Consultants may be used in deliberations.

SECTION 5. RATIFICATION. After arriving at agreement with respect to any matter, the committee shall frame a written agreement, including recommendations, to be submitted to the Board and the governing body of the Association. Upon acceptance and approval of such recommendation by both parties, it shall then become effective, and a part of this document.

SECTION 6. GROUND RULES. The following ground rules shall govern negotiations:

- (a). All meetings will be not longer than one and one-half hours, with 30 minute extensions by mutual consent.
- (b). The District business manager will furnish the Negotiations Committee of the representative organization with a copy of the budget and of individual salary records of teachers, and such other information on faculty matters as may be mutually agreed upon.
- (c). The meeting room will be the board room at the Central District Office, 1505 11th Street North, Wahpeton, ND.
- (d). The individual teams shall have the right to caucus.
- (e). Informational handouts, whenever possible, are to be distributed prior to the meeting at which the information is to be discussed.
- (f). Before adjourning each meeting, an agenda must be prepared for the next meeting.
- (g). By mutual consent any of the procedures may be modified. In any case in which mutual consent is not possible, there should be no prejudice and procedures as outlined here will prevail.

SECTION 7. EXCHANGE OF INFORMATION. Both parties agree to make available, upon request, all information necessary for making proper and sound decisions on matters to be negotiated.

ARTICLE III. SALARIES

**2013-2014**

SECTION 1. NEW HIRES

<u><b>BS</b></u>	<u><b>BS+10</b></u>	<u><b>BS+20</b></u>	<u><b>BS+30</b></u>	<u><b>MS</b></u>	<u><b>MS+10</b></u>	<u><b>MS+20</b></u>	<u><b>MS+30</b></u>
<b>32,000</b>	<b>32,900</b>	<b>33,800</b>	<b>34,700</b>	<b>35,600</b>	<b>36,500</b>	<b>37,400</b>	<b>38,300</b>

A new hire with previous teaching experience shall be paid an amount comparable to, but not greater than, the salary of a currently employed teacher with comparable experience and education.

SECTION 2. RETURNING TEACHERS

Each teacher employed by the district in 2012-2013 and returning to the district in 2013-2014 shall receive an increase of **\$2,500** on his/her base salary for the 2013-2014 year.

SECTION 3. EXTRA CLASS/STUDY HALL

Teachers in Grades 6-12 teaching a sixth or "extra" class shall be paid **\$4,571.43** 1/7th of the base (\$32,000). Teachers supervising a study hall shall be paid **\$2,666.66** 1/12th of the base (\$32,000). Morning and noon duty shall be paid **\$2,666.66** 1/12th of the base (\$32,000).

SECTION 4. EDUCATION ADVANCEMENT

<u>BS+10</u>	<u>BS+20</u>	<u>BS+30</u>	<u>MS</u>	<u>MS+10</u>	<u>MS+20</u>	<u>MS+30</u>	<u>MS+40</u>
1,600	1,840	1,840	2,000	2,000	2,260	2,260	2,260

SECTION 5. EXTRA CURRICULAR ACTIVITIES

- (a). Extra curricular salaries shall be set forth in Schedule 1 of the Appendix. The base for determining salaries on the schedule shall be \$30,000 for 2013-2014.
- (b). 2012-2013 coaches/advisors shall advance one step on the extra curricular schedule for 2013-2014.
- (c). Placement on extra curricular schedule
  1. Assistant coaches promoted to head coach shall start at Step 1 as a head coach.
  2. In the event a coach transfers to a lower position on the schedule, he/she will be placed at the same step he/she would have attained at the previous position.
  3. All new employees into the district would start on Step 0.

**2014-2015**

SECTION 1. NEW HIRES

<u>BS</u>	<u>BS+10</u>	<u>BS+20</u>	<u>BS+30</u>	<u>MS</u>	<u>MS+10</u>	<u>MS+20</u>	<u>MS+30</u>
<b>32,000</b>	<b>32,900</b>	<b>33,800</b>	<b>34,700</b>	<b>35,600</b>	<b>36,500</b>	<b>37,400</b>	<b>38,300</b>

A new hire with previous teaching experience shall be paid an amount comparable to, but not greater than, the salary of a currently employed teacher with comparable experience and education.

SECTION 2. RETURNING TEACHERS

Each teacher employed by the district in 2013-2014 and returning to the district in 2014-2015 shall receive an increase of **\$1,200** on his/her base salary for the 2013-2014 year.

SECTION 3. EXTRA CLASS/STUDY HALL

Teachers in Grades 6-12 teaching a sixth or "extra" class shall be paid **\$4,571.43** 1/7th of the base (\$32,000). Teachers supervising a study hall shall be paid **\$2,666.66** 1/12th of the base (\$32,000). Morning and noon duty shall be paid **\$2,666.66** 1/12th of the base (\$32,000).

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  - 2. In the event a coach transfers to a lower position on the schedule, he/she will be placed at the same step he/she would have attained at the previous position.
  - 3. All new employees into the district would start on Step 0.

ARTICLE IV. MISCELLANEOUS SALARIES

SECTION 1. SUMMER WORKSHOP SALARY. One-half of one week's salary will be paid to teachers who are required by the state to attend summer workshops.

SECTION 2. SALARY INSTALLMENTS. The payroll date shall be the 20th of each month. **In the event the 20th is a Saturday or Sunday, the payroll date shall be the previous Friday.**

All certified teaching personnel would have the option of receiving their salary in 9 or 12 equal installments. Salaries will be dispersed in a new contract year using the same option as the previous year unless the teacher notifies the Business Office by September 10 of a change.

Personnel with an extra duty assignment will have their extra duty salary spread equally over the 9 or 12-installment option.

SECTION 3. MEAL COMPENSATION. Teachers shall be reimbursed for meal expenses on “out of town” school district assignments according to I.R.S. regulations for business expenses, but not above rates for the State of North Dakota employees.

SECTION 4. CASH ADVANCES. Staff members, for authorized school activities, may receive cash advances for all reimbursable expenses, by making written requests for funds, during regular office hours, at the Superintendent’s office. A full report with appropriate supporting documents shall be returned by the staff member within two (2) school days after completion of the trip.

SECTION 5. BUILDING CHAIRPERSON COMPENSATION. The district shall pay \$1,500 annually to one Advanced Education (NCA) School Improvement Process Chairperson per building.

#### ARTICLE V. ADVANCEMENT ON SALARY SCHEDULE

SECTION 1. CONTINUING EDUCATION REQUIREMENTS. All teachers including those with life certificates shall be required to earn six quarter or four semester hours of college credit in a five-year block of time.

Teachers with five-year certificates shall use the same block of time their current certificate is on. Teachers with life certificates shall use a five-year block of time starting with the 1999-2000 school year.

This provision is an attempt to reflect the continuing education requirements of the ND Standards and Practices Board. All course work must be approved by the superintendent or designee and teachers must complete course approval forms prior to taking the class.

Teachers failing to comply with the continuing education requirements will be frozen on the salary schedule for a period of one (1) year. Following the year’s grace, said teacher’s failure to meet these requirements shall result in forfeiture in raise on the salary base and or regular increments on the salary schedule. When said teacher meets the professional growth requirement, they will be reinstated at their normal step on the salary schedule. As stated above, it is the intent of this policy that the penalty is only for one (1) year.

In addition, failure to meet these requirements may be evidence of lack of professional ability and academic preparation, to form the basis for termination of employment.

SECTION 2. APPROVAL OF CREDITS FOR ADVANCEMENT. To receive "Education Advancement" teachers must obtain credits relative to their teaching field, or in an area approved by the Superintendent or designee.

SECTION 3. ADVANCEMENT WITHOUT FIFTH YEAR OR MASTERS PROGRAM. Without a fifth year or Masters Program, teachers shall receive Education Advancement pay according to the following:

- (1). BS + 10 - per schedule.
- (2). BS + 20 - per schedule.
- (3). BS + 30 - per schedule.
- (4). All hours must be in course work at the **600 level** or higher for salary credit unless prior approval is obtained from the Superintendent or Designee for lower level courses.

SECTION 4. CREDITS. Verification of credits received shall be reported to the District's Business Office by September 15 and/or January 15, so that any earned additional stipend can be recognized. Verification of credits must be by transcript. In the event that the transcript is not available by September 15, and/or January 15 a letter of verification from the instructor will be accepted for granting additional stipend until the transcript is available. The transcript, concerning the credits in question, must be presented to the business office before the next contract is issued.

SECTION 5. TRAVEL CREDITS. The purpose of travel credit is to allow for the enrichment of a teacher's experience. The following factors will influence the evaluation of travel credit not under the direction of any college or university:

- (a). An application is to be submitted to the Superintendent of Schools at least two weeks prior to the travel. The application will contain the amount of time to be spent, the itinerary and the educational objectives of the trip. The Superintendent will determine the number of credits to be earned for travel.
- (b). A written report is to be submitted to the Superintendent upon completion of travel evaluating the travel in terms of its relationship to the classroom, school and/or community.
- (c). Not more than one **semester** credit per calendar week of travel is to be allowed.
- (d). Two consecutive weeks of travel is to be considered the minimum time limit for one travel activity.
- (e). In general, travel credits will not be granted for a return to places or locations for which credit has already been granted.

SECTION 6. INDEPENDENT WRITING AND RESEARCH

Teachers may be granted credit for advancement on the salary schedule for professional writing and research completed independent of their position with the school district. Prior to granting of the credit a request shall be made in writing to the Superintendent who may approve or disapprove the request. The number of credits granted per request shall be determined by the Superintendent following consultation with the teacher.

ARTICLE VI. FRINGE BENEFITS

SECTION 1. MEDICAL INSURANCE.

**2013-14 Year**

**The Board shall provide a choice of single, single plus dependent or family health insurance.**

- 1. On January 1, 2014, the board will contribute the following amounts to a Health Savings Account (HSA) for employees on the district health insurance plan:**

**Single - \$1,625.00**

**Single Plus Dependent - \$2,275.00**

**Family - \$3,225.00**

- 2. Teachers electing not to receive health insurance shall receive an annuity in the amount of \$1,599.87.**

**2014-2015 Year**

- 1. The district shall assume health insurance cost increases for the 2014-2015 year.**
- 2. On January 1, 2015, the board will contribute a dollar for dollar match up to the following amounts to a Health Saving Account (HSA) for employees on the district health insurance plan:**

**Single - \$1,500.00**

**Single Plus Dependent - \$2,000.00**

**Family - \$3,000.00**

3. Teachers electing not to receive health insurance shall receive an annual annuity in the amount of \$1,599.87.

SECTION 2. SICK LEAVE. Teachers shall be eligible for sick leave days as follows:

- (a). Each teacher shall receive ten days annual sick leave accumulative to one hundred and ten days for nine month contracts with a proportional increase for those having more than a nine month contract.
- (b). The ten days shall be credited at the beginning of each school year and in the event of illness occurring in that school year, whereby the ten days would be affected, the number of days allotted is to be prorated, based on percent of the school year completed.
- (c). The sick leave policy would be adjusted to allow those teachers new to the system to borrow or use in advance one year of sick leave. This would not apply to a teacher who is hired as a one-year replacement; the rate for these teachers would remain at ten days.
- (d). If illness requires that employees be absent from work for three or more consecutive days, a physician's statement must be presented to the immediate supervisor otherwise loss of pay would result.
- (e). Unused accumulated sick leave will be canceled upon termination of contract. A lump sum settlement based upon current contract shall be made, should illness extend beyond school terms, or if individual is forced to resign for health reasons before completion of contract year.
- (f). Teachers who have accumulated 110 days of sick leave prior to the beginning of any school year will be reimbursed \$10 per day for each of the 10 days forgone for that year. Payment will be made at the end of each year. i.e., A teacher with 109 sick days at the beginning of the year would be granted 1 additional day of sick leave (thus bringing total to 110) and would be paid for the 9 days that would otherwise be foregone.

SECTION 3. EMERGENCY LEAVE. When events of an extraordinary nature occur which require a teacher to be absent from the classroom, it shall be at the discretion of the Superintendent or Designee to grant such leave based upon an evaluation of the circumstances. The primary purpose of an emergency leave shall be for:

- (a). Illness of a family member.
- (b). Emergencies which are beyond the control of the staff member.
- (c). Other special circumstances that in the judgment of the Superintendent constitute an emergency.



Each teacher shall be allowed 2 days annually at full salary; accumulating to 4 days.

SECTION 4. BEREAVEMENT LEAVE. Certified teaching personnel may request 2 days accumulating to 4 days annually at full salary for bereavement leave. The Superintendent will take into consideration the relationship and travel necessary in allowing bereavement leave. Bereavement leave may also be requested when a certified teacher is requested to be a pallbearer.

SECTION 5. LIFE THREATENING OR MEDICAL EMERGENCY. In the event of a life threatening or medical emergency, and all leave in **sections 2 and 3** are exhausted, sick leave may be granted at the discretion of the Superintendent. The duration of said sick leave shall be based upon good cause shown by the Certified Teaching Personnel.

SECTION 6. PERSONAL LEAVE. All teachers will be granted two paid personal days per school year, accumulative to a maximum of **five** days. Teachers will receive an amount equal to the current per day substitute teacher pay for each unused personal day.

Each teacher would be allowed personal leave subject to the following conditions:

- (a). Notification of intent to use personal leave should be made seven calendar days prior to time of leave. Notification is to be made to the principal. The principal may approve or deny any personal leave.
- (b). No more than 6% of the staff can be absent via personal leave on any given day. In case of more applications for personal leave than can be accommodated, decision is to be made on the basis of earliest application.

SECTION 7. GENERAL LEAVE OF ABSENCE. A teacher may be granted a leave of absence for one year for educationally related study, travel, exchange teaching, mental illness, or other bona fide reasons. Returning teachers will be given the same or an equivalent position to be determined by the Superintendent. Teachers will be placed on the salary schedule based on their educational and professional experience at the time they return. For instance, if a teacher with two years teaching experience took a one-year leave of absence, they would return to work and be placed on step three of the salary schedule. The leave will be at the staff member's expense. Requests for general leave of absence must be submitted to the Superintendent no later than June 15th, preceding the school year in which the teacher is requesting leave.

The leave shall be granted upon the execution of an agreement by the District and teacher waiving his or her right to a non-renewal hearing according to North Dakota Century Code. Not earlier than the fifteenth of February and not later than March 15, the teacher shall notify the Superintendent of his or her acceptance or rejection of the offer of re-employment and failure on the part of the teacher to accept said offer within such time shall be deemed to be rejection of the offer.

SECTION 8. MATERNITY LEAVE. In the event of the pregnancy of a woman employee, such employee upon notification to the Superintendent, shall have said pregnancy considered as any other disability and thereby be entitled to **six weeks (from the birth) [eight weeks with doctor note]** of her accumulated sick leave as deemed necessary by her physician. Should she desire additional maternity leave, such request should be made, in writing, to the Board of Education prior to the birth of the baby, with the understanding that such leave will be without pay **and in accordance with FMLA laws**.

SECTION 9. ADOPTION LEAVE. In the event of adoption by a certified employee of the District, such employee (man/woman) upon notification to the Superintendent, shall have said adoption considered as any other disability and thereby be entitled to any or all of their accumulated sick leave as deemed necessary by a physician or adoption agency. Should additional leave beyond accumulated sick leave be deemed necessary, such request should be made, in writing, to the Board of Education prior to receiving the adopted child, with the understanding that such leave will be without pay.

SECTION 10. ASSOCIATION LEAVE. The Association will be entitled to leave for the President or designee, without loss of pay, during the school year to attend to Association business, upon the following terms:

- a. The number of leave days shall be one, except during the years when the legislature is in session, the number shall be two.
- b. The President shall give 24-hour advance notice.
- c. The Association will pay 100% of the cost of a substitute.
- d. There will be no cost to the District.

SECTION 11. TEACHER'S RETIREMENT. The District will pay the teacher's full share of retirement.

SECTION 12. DISABILITY INSURANCE. The district will provide each teacher with disability insurance.

## ARTICLE VII. REDUCTION IN FORCE

SECTION 1. REDUCTION IN FORCE. The District realizes that the possibility of (1) decreased enrollment or (2) loss of revenue may occur. Reductions in staff, as they become necessary, will be made on the basis of what has the least detrimental effect on children within the primary and intermediate grouping (Grades K-6) and the junior and senior high grouping (Grades 7-12). In general, this objective dictates a staff reduction policy which:

- (a). Retains of the most capable teacher.
- (b). Avoids undue increases in class size.

SECTION 2. SENIORITY. In cases of equal seniority of two or more teachers, the following criteria will be used:

- (a). Academic Preparation.
- (b). Documented results of teacher evaluation.

Teachers placed in grade six beginning with the 1980-81 school year will retain prior seniority. Guidance Service personnel will be brought into the 7-12 seniority classification according to their original hiring date within the system and placed in positions for which they are qualified. Title I personnel will be brought into K-6 classification according to their original hiring date within the system and placed in positions for which they are qualified. Special Education teachers will bring into the system accumulated seniority based on the date that they become or became certified in Elementary or Secondary Education and will be placed where qualified at the time non-renewal occurs.

Seniority for teachers is based upon the number of actual teaching days contracted within the District with a complete school year constituting a maximum of 180 days. Therefore, a teacher working 50% would receive 1/2 year seniority. Additionally, a teacher teaching 1/2 days for the full 180 days would receive 1/2 year seniority. Present part-time teachers who have received full seniority for less than a full-time teaching schedule will retain their present seniority; however they will add to that seniority according to the new percentage system beginning in the 1980-81 school term. Teachers with less than half-time positions gain no seniority.”

SECTION 3. PROCEDURE. In the event of staff reductions, contracts of separated personnel will be terminated in accordance with present North Dakota Statutes, fair dismissal procedures and established procedures.

SECTION 4. RECALL. Separated personnel shall be placed on a recall list and shall have re-employment rights in vacant positions for which they qualify in order of seniority for a **period of nine months after receipt of written notice of the non-renewal decision**. During the preceding period of time, separated personnel shall have **fifteen** days from postmark of notice in which to accept a contract offered in a qualified area. In addition, it is the responsibility of the separated personnel to keep his or her residence current with the Superintendent of the Wahpeton Public Schools.

Should separated personnel that have applied for, or have been invited to return, decline to do so, they will have forfeited their right to re-employment.

Separated personnel returning to employment from the recall list will have accumulated benefits reinstated and will be placed on the salary schedule at a level commensurate with their experience and school policy.

## ARTICLE VIII. HOURS, DUTIES AND CONTRACT LENGTH

SECTION 1. EMPLOYMENT HOURS. Normal working hours for employees covered by this Agreement shall be consecutive 8 hours. On Fridays and days preceding holidays or other non-school days the teachers work day will end at the close of the students school day.

Extraordinary circumstances may cause the teachers daily schedule to deviate from the normal working hours. In this event a consultation will then take place between the principal and the teacher or teachers involved. The party will attempt to arrive at a mutually satisfactory agreement. However, the principal has the responsibility to cover all assignments with the staff available to him/her.

SECTION 2. PARA-PROFESSIONAL ASSISTANCE. Para- professional assistance will be secured for the elementary teachers to provide for a brief preparation period. **The district will provide para-professional help for playground supervision.**

SECTION 3. TRANSFER WITHIN DISTRICT. Transfer may request a change in teaching assignment within the District as follows:

- (a). A teacher desiring career changes or transfers within the district may file a personal plan with the Superintendent.
- (b). As openings occur within the School District, all personnel meeting the job qualifications (by their plan) will be notified of openings consistent with their plan. Notification and qualifications will be posted in each building.
- (c). The grievance procedure will be used to resolve placement decisions where time and circumstances will permit.

SECTION 4. EXTRA-CURRICULAR OR NON-TEACHING DUTIES. It will no longer be a requirement of teachers to fill after school hour duties not connected with their teaching duties.

### SECTION 5. CONTRACT LENGTH

- (a) 2013-2014 Year. Teacher contracts will include 184 days, consisting of 175 instructional days, 3 holidays, 2 Parent/Teacher Conference days and up to 4 staff development days.
- (b) 2014-2015 Year. Teacher contracts will include 184 days, consisting of 175 instructional days, 3 holidays, 2 Parent/Teacher Conference days and up to 4 staff development days.

## ARTICLE IX. GRIEVANCE PROCEDURE

SECTION 1. PREAMBLE. The District and the Association do hereby agree that an effectively functioning grievance procedure contributes directly to improved professional relationships and thus the quality of professional service to the children of the District. The parties do hereby further agree that in every employment relationship grievances and dissatisfactions arise. Constructive suggestions can often go ahead unheeded and the Wahpeton School system is no exception. A plan to assure the orderly presentation of suggestions, to resolve dissatisfactions, and redress grievances of both supervisory and teaching personnel is an important part of the effective operation of the District.

SECTION 2. OBJECTIVES. The broad objectives of the grievance procedure for the District shall be:

- (a). To insure an opportunity for teachers and administrators to have unobstructed communication with one another and the School Board with respect to alleged grievances without fear of reprisal.
- (b). To reduce the potential area of conflict between teachers, administrators, and School Board.
- (c). To encourage and assure the freedom of effective communication through recognized channels between teachers, administrators, and the School Board.
- (d). To encourage the resolution of complaints as near the point of origin as possible.
- (e). To contribute to the development of improved morale and effectiveness of the teachers through an increasing understanding of the District policies which affect them.

SECTION 3. DEFINITIONS. A grievance is a claim based upon an event or condition, which affects the conditions or circumstances under which a teacher works, allegedly caused by misinterpretation of inequitable application of established policy or the terms of a contract. A grievance evolves out of the manner in which a policy has been interpreted.

SECTION 4. SCOPE. The grievance procedure herein contained applies, but is not limited to the following:

- (a). Grievances related to the application and interpretation of personnel policies, rules, regulations, or administrative decisions.
  - (1). Charges of unjust or inequitable interpretation of:
    - (a). Teaching load or class size.
    - (b). Teacher assignment, promotion, or transfer.

- (c). Teacher evaluation or recognition or professional growth.
  - (d). Teacher fringe benefits program(s).
- (2). Questions related to placement on the salary schedule.
- (3). Questions related to practices concerning provisions for equipment, facilities, or supplies.
- (b). Grievances related to conduct prejudicial to the welfare of the students or the teaching profession.
  - (1). Questions regarding information of the Teachers Professional Code of Ethics as established by the State of North Dakota.
  - (2). Problems resulting from controversies involving teachers, schools, or educational methods.

#### SECTION 5. PROCEDURES.

- (a). Step One - (Informal): A teacher with a grievance shall generally first discuss his complaint with his principal or immediate superior by:
  - (1). Expressing his or her complaint directly to his or her principal or immediate superior, or
  - (2). Requesting his or her education association representative to express his or her complaint to his or her principal or immediate superior for him or her, or
  - (3). Appearing together with his or her education association representative before his or her principal or immediate superior for the purpose of expressing said complaint.

If the complaint refers to the application or interpretation of personnel policies, rules, regulations; or an administrative decision, the principal or appropriate superior shall give the education association representative an opportunity to state the views of the association. Within five days, the principal or appropriate superior shall communicate his or her views to the aggrieved, to his or her representative (if any), and to any participating education association representative.

Before resolving the complaint, the principal or the appropriate superior may consult the next higher level of administration for an opinion.

If the aggrieved is not satisfied, he or she may then take or request that the complaint be taken to an appropriate higher level of administration or appropriate higher level of his or her education association.

At any point in the above procedure the aggrieved teacher, the principal or appropriate superior, or the education association representative may request that the complaint under consideration be referred to a fact-finding committee and thus proceed directly to the more formal machinery set forth in Step Two of this grievance procedure.

- (b). Step Two - (Formal): On proper written notice, the Association's fact-finding committee, hereafter referred to as the "Grievance Committee", shall within five (5) days transmit the complaint to the Superintendent.

The Superintendent or his or her designated representative shall then work with the Grievance Committee in a full good faith effort to seek an equitable solution.

A written copy of the proceedings of all meetings held concerning a given complaint under this step shall be furnished to the aggrieved teacher, to the Superintendent or his or her representative, to each member of the Grievance Committee, and to the president of the Association.

The parties involved must resolve any complaint under consideration within ten days after the Grievance Committee has transmitted the complaint to the Superintendent.

- (c). Step Three - (Formal): If a solution acceptable to all parties concerned is not reached within ten days after the Grievance Committee has transmitted the complaint to the teacher, the Superintendent or the Grievance Committee may institute binding grievance arbitration by so requesting in writing to the School Board and the elected officers of the Association.

Within ten days after receiving a written request for binding grievance arbitration the School Board and the Association's elected officers shall appoint a mutually acceptable neutral third party, free from influence by the parties involved as an arbitrator. Within ten days after his or her appointment, the arbitrator shall examine the complaint, consider the opinions of all parties concerned, interpret the school policy in question, and submit his or her written recommendation to the school and the elected officers of the Association for official confirmation.

The arbitrator's recommendation shall be considered to be binding on all parties concerned unless the School Board is advised that it's legal discretion to decide has been violated.

The costs of arbitration shall be born equally by the School Board and the Association.

ARTICLE X. COMPLIANCE OF INDIVIDUAL CONTRACT

SECTION 1. COMPLIANCE. All individual contracts must be in compliance with the master contract. If any discrepancies occur, the master contract will supersede the individual contract.

**SECTION 2. BREACH OF CONTRACT POLICY. Any teacher who signs a contract to teach in the Wahpeton Public Schools and then breaks that contract shall be liable for the following damages:**

<b>June 1 – June 30</b>	<b>\$1,000</b>
<b>July 1 – July 31</b>	<b>\$2,000</b>
<b>August 1 – School Starts</b>	<b>\$3,000</b>
<b>During the School Year</b>	<b>\$4,000</b>

**The School Board reserves the right to waive the above penalties under special circumstances such as death, permanent injury or extreme hardship to the teacher involved.**

ARTICLE XI. MISCELLANEOUS

SECTION 1. DURATION. This agreement shall be effective on July 1, of each year upon ratification of both parties and remain in effect until amended by mutual agreement of the same parties who entered into it originally. It will be renewed automatically for a period of one year from the anniversary date each year unless one of the parties shall have notified the other at least sixty days before the anniversary date that it will not accept renewal, in which case it will be renegotiated. All salaries, benefits, and working conditions agreed upon in the successor agreement will be retroactive to the anniversary date of this Agreement.