

WISHEK PUBLIC SCHOOL

DISTRICT #19

MASTER CONTRACT

2015-2016

2016-2017

To be distributed with employment contracts

The Wishek Public School District No. 19 Master  
Contract includes all the items negotiated between  
the Wishek Board of Education and the Wishek Education  
Association.

1. LIQUID DAMAGE CLAUSE - The policy of the board of education shall be that employment contracts that are signed by both parties are considered legal binding contracts that are expected to be honored by both parties. Should a situation arise where a teacher requests a release from such contract the following liquidated damage clause shall be utilized.

Liquidated Damage Clause

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 a termination of this Contract by the teacher, prior to the completion of the contract terms, result in damages to the School District which are impractical or extremely difficult to actually ascertain. In an effort to fix a 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 District:

Release Requested During Period From:	
May 15 - June 30	3% of Base Salary
July 1 - July 31	6% of Base Salary
Aug. 1 - End of Term	9% of Base Salary

The School Board may in its sole discretion and by reason of extenuating circumstances, waive part or all of such liquidated damages.

2. LEAVE OF ABSENCE - A teacher may submit a written request to the board of education no later than March 1<sup>st</sup> for a one year leave of absence for the next school term, under the following conditions...
  1. The teacher must agree to return to the present position at present experience level and appropriate educational lane.
  2. Accumulated sick leave available at the beginning of the leave shall be retained.
  3. The Board of Education reserves the right to approve or disapprove all individual leave requests on a case by case basis within a reasonable time.
3. Teachers shall be allowed mileage, meals and lodging if required to attend a meeting, workshop, or clinic.
4. Maternity Clause will allow up to 30 school leave days used from accumulative sick leave, after accumulative sick leave days are used up and the 30 maternity days have not been reached, the remaining days will be unpaid.
5. SUBSTITUTE TEACHERS - Contracted teachers may be required to substitute for an absent teacher during their preparation period and shall be reimbursed \$17.00 per class period and \$8.50 per ½ class period.

6. PERSONAL LEAVE - Teachers shall have 3 days of personal leave per year cumulative to 5 days. Reimbursement for unused personal leave days shall be ½ of what a sub teacher pay is, with payment to be made at the end of each school term. Teachers will not be allowed to take days off without pay unless approved by the board of education. Personal leave may not be used the first or last day of school unless approved by administration. Only two teachers may be out on personal leave at the same time unless approved by the administration.

SICK LEAVE - Shall be 10 days per year cumulative to 100 days. A teacher may utilize sick leave in cases where members of the immediate family are ill, or where there is a death in the family provided that the teacher does not exceed accumulated sick leave days. The Board reserves the right to request proof of illness whenever they deemed it necessary.

EMERGENCY LEAVE - Teachers shall have 1 day of emergency leave available each year which shall be non-cumulative. Additional days of emergency leave may be petitioned for through the board of education if there is a need and when the need arises. If the school board denies the petition, the days missed will be deducted from the teacher's pay. A maximum of two people requiring substitute teachers may take personal and or emergency leave on any one day.

7. Change in contract clause: The Clause in teacher's contracts will be as follows: "Said teacher shall accomplish any other duties assigned by the superintendent and mutually agreed upon by the teachers."
8. Instructors who have 200 or less minutes per week prep time will receive \$1,000.00 for one semester/\$2,000.00 for entire year.
9. Each teacher who is beyond the last step on the schedule will receive the increase in base pay.
10. In order to qualify for the next lane beyond a B.S./B.A. degree, credit must be at the graduate level from an accredited school, unless approved by Administration.
11. Teachers who have obtained enough education to move to another lane on the salary schedule and who have also gained one year of teaching experience will be allowed to move to the proper lane and down one step on the salary schedule.
12. Salary schedule is for a nine-month contract period.
13. Teachers will be allowed to use sick leave for out of town medical appointments including appointments with medical doctors, dentists, optometrists, etc.
14. Prorate the salary of teachers who have a contract extending beyond the regular 182-days

school year to comply with the present wage scale.

15. Salaries will be paid by electronic deposit on the 20<sup>th</sup> of each month with the exception of months where the 20<sup>th</sup> lands on a weekend then the payment will be made on the Friday before the weekend.

16. Sabbatical Leave:

Sabbatical leave will be granted for one school year for professional improvement based on the following conditions:

1. Teacher must agree to return to present position.
2. Board must agree to offer said teacher a contract for present position.
3. Maximum of 2 teachers per school year.
4. Sabbatical leave will be granted provided instructor requests leave by April 15<sup>th</sup> and a replacement for teaching position can be found by July 15<sup>th</sup> of the same year.
5. No benefits while on sabbatical leave.

17. Teachers/Staff will be reimbursed \$10.00 per hour for supervising detention.

18. HEALTH INSURANCE BENEFITS - Professional staff shall be provided with a single health insurance. Employee must participate with the main health insurance carrier to be eligible for the supplemental insurance. Part time professional staff shall receive a prorated of the maximum yearly benefit. Professional staff must belong to the school health insurance plan to qualify for this benefit.

19. The school district shall pay 3% of each teacher's share of teacher's contribution for T.F.F.R. To be paid on a full-time 9-month school term basis, part-time instructors will receive benefits on FTE (Full Time Equivalency basis).

20. The district shall pay for tuition fees and mileage expenses for approved courses up to a maximum of \$500.00 per year. A year shall be from May 10<sup>th</sup> to May 20<sup>th</sup> of the following year. Payment will be a lump sum at the end of the school year. All education received before the beginning of the school term shall be applied to contract as per schedule. Transcripts of credits must be presented to the Administrator prior to the opening day of school.

21. It is agreed that the Wishek Education Association's petition for recognition shall be submitted to the board each year by December 20<sup>th</sup> and the first negotiations meeting shall be held during the first week in March. The superintendent of the district shall

notify the WEA prior to December 20<sup>th</sup> of the impending deadline in order that the petition is submitted on time.

22. Base salary will be \$35,800 for the 2015-2016 school term and \$36,800 for the 2016-2017 school term.
23. Sixteen (16) hours of in-service to equal one (1) credit hour, one (1) in-service per lane change, with the fall workshop being recognized for in-service credit. Any other in-service will be administered by the administration.
24. 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 violated the law. The remaining articles, sections, or clauses, shall remain in full force and effect for the duration of the agreement if not affected for the article, section, or clause.
25. BLST (Building Level Support Team) recorder position will follow the Master Contract.
26. All employees will be placed on the new Fact Finding Commission salary schedule.
27. A flexible benefit plan will be established. The carrier and benefit plan will be mutually agreed upon by all eligible participants. Informational meetings will be held prior to any changes and all plan participants in the district will be allowed to attend.
28. Teacher Suspension. If suspended, or if the teacher receives a written reprimand, the teacher must be placed on an improvement plan and a method of implementation developed. When placed on a remediation plan, teachers will pay for associated costs from their allowed professional development funds as outlined in the master contract. If funds have been exhausted, the teacher must cover associated remediation costs up to the professional development amount allocated by the contract.
29. Grievance Procedure. The purpose of this procedure is to secure an equitable and fair solution to a claim based upon an event or condition that affects the conditions or circumstances under which an employee works. Employees should feel free to use these procedures. No employee or administrator shall discriminate against, coerce or interfere with any employee, administrator, witness or representative for their involvement in the presentation or adjudication of any grievance. The employee may be represented and accompanied by a representative of his/her choosing at any step in this process. The teacher filing the grievance must be present at each step in the procedure.

#### Grievance Steps

1. A grievance shall be first discussed with the building principal or immediate supervisor with the intent of resolving the matter informally. If the grievance is not resolved informally, the employee should prepare and submit a written grievance request to the building principal. The principal will render a written response within 10 working days.

2. If no agreement is reached in step one or the time limit elapses without an answer, the employee may present the written grievance to the superintendent. The superintendent or designee shall schedule a conference relative to such grievance and communicate in writing a decision to the grievant within a total of 15 working days.

3. If no agreement is reached in step two, the superintendent or the employee may present the written grievance to the school board. The grievance will be placed on the agenda for the next school board meeting. The school board will communicate in writing a decision to the grievant within ten (10) working days after the meeting.

4. If no agreement is reached in step three, binding arbitration by outside parties may be instituted by mutual consent of the School Board and the Education Association. A mutually acceptable third party consisting of a three person panel will be appointed to resolve the grievance. One member will be chosen by the school board, one by the education association and another member mutually agreed upon by the school board and education association. Within 15 working days after appointment, the arbitrator will submit a written recommendation that will be considered to be binding on all parties concerned. Cost of arbitration will be borne equally by both parties.”

30. The school board will follow the schedule for extra-curricular pay for all hires that are filling extracurricular positions.

31. The Teacher Contract will consist of 182 days plus 1 extra professional development day.

SALARY SCHEDULE  
2015-16

Years	BS/BA	+10 SH	+20 SH	+30 SH	+40 SH	Master Lane
		\$355	\$425	\$500	\$600	\$700
0	\$35,800	\$36,155	\$36,580	\$37,080	\$37,680	\$38,380
1	36,035	36,510	36,995	37,555	38,265	39,055
2	36,270	36,865	37,435	38,030	38,850	39,730
3	36,630	37,270	37,875	38,505	39,435	40,405
4	36,990	37,675	38,315	38,980	40,020	41,080
5	37,350	38,080	38,755	39,455	40,605	41,755
6	37,710	38,485	39,195	39,930	41,190	42,430
7	38,070	38,890	39,635	40,405	41,775	43,105
8	38,430	39,295	40,075	40,880	42,360	43,780
9	38,790	39,700	40,515	41,355	42,945	44,455
10	39,150	40,105	40,955	41,830	43,530	45,130
11		40,510	41,395	42,305	44,115	45,805
12		40,915	41,835	42,780	44,700	46,480
13		41,320	42,275	43,255	45,285	47,155
14		41,725	42,715	43,730	45,870	47,830
15		42,130	43,155	44,205	46,455	48,505
16			43,595	44,680	47,040	49,180
17			44,035	45,155	47,625	49,855
18			44,475	45,630	48,210	50,530
19			44,915	46,105	48,795	51,205
20			45,355	46,580	49,380	51,880
21					49,965	52,555
22					50,550	
Totals	39,150	42,130	45,355	46,580	50,550	0

A career increment of \$1000 will be awarded every 3 years after reaching the top lanes. BS/BA +20 through the Master Lane, providing that all education requirements are met. Career increments are paid on a prorated scale based on FTE percentage. The career increment will be listed as actual additional salary.

SALARY SCHEDULE  
2016-17

Years	BS/BA	+10 SH	+20 SH	+30 SH	+40 SH	Master Lane
		\$355	\$425	\$500	\$600	\$700
0	\$36,800	\$37,155	\$37,580	\$38,080	\$38,680	\$39,380
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Totals	40,150	43,130	46,355	47,580	51,550	0

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WISHEK PUBLIC SCHOOL  
EXTRA CURRICULAR PAY  
2015-2017

	1st Year	2nd Year	3rd Year	4th Year	5th Year
	<b>80%</b>	<b>85%</b>	<b>90%</b>	<b>95%</b>	<b>100%</b>
<b>Annual</b>	960.00	1,020.00	1,080.00	1,140.00	1,200.00
<b>Letterperson</b>	280.00	297.50	315.00	332.50	350.00
<b>FBLA</b>	880.00	935.00	990.00	1,045.00	1,100.00
<b>Class 7</b>	88.00	93.50	99.00	104.50	110.00
<b>Class 8</b>	88.00	93.50	99.00	104.50	110.00
<b>Class 9</b>	88.00	93.50	99.00	104.50	110.00
<b>Class 10</b>	88.00	93.50	99.00	104.50	110.00
<b>Class 11</b>	320.00	340.00	360.00	380.00	400.00
<b>Class 12</b>	88.00	93.50	99.00	104.50	110.00
<b>Student Council</b>	560.00	595.00	630.00	665.00	700.00
<b>Math Counts Advisor</b>	44.00	46.75	49.50	52.25	55.00
<b>Spelling Bee Advisor</b>	44.00	46.75	49.50	52.25	55.00
<b>Science</b>	1,000.00	1,062.50	1,125.00	1,187.50	1,250.00
<b>Band</b>	1,680.00	1,785.00	1,890.00	1,995.00	2,100.00
<b>Speech</b>	1,200.00	1,275.00	1,350.00	1,425.00	1,500.00
<b>One Act Play</b>	880.00	935.00	990.00	1,045.00	1,100.00
<b>FFA</b>	2,280.00	2,422.50	2,565.00	2,707.50	2,850.00
<b>FCCLA</b>	880.00	935.00	990.00	1,045.00	1,100.00
<b>NHS</b>	320.00	340.00	360.00	380.00	400.00

**80% of 5th year      85% of 5th year      90% of 5th year      95% of 5th year      3% of Base Salary for Current year**

<b>Elementary Girls &amp; Boys Basketball</b>	859.20	912.90	966.60	1,020.30	1,074.00
<b>Pee Wee Wrestling</b>	859.20	912.90	966.60	1,020.30	1,074.00
<b>Elementary Volleyball</b>	859.20	912.90	966.60	1,020.30	1,074.00

Years of experience is defined by years of experience in that activity

Paymen for extra-curricular activites will be made upon completion of the activity.

Signature Page

7-15-15  
Date

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Date

Curt M Seelinger  
Board Chairperson - Negotiation Team

Curt M Seelinger  
President of the School Board

Karen Christensen  
WEA Chairperson - Negotiation Team

Karen Christensen  
President of WEA