

WING PUBLIC SCHOOL DISTRICT #28

MASTER CONTRACT

2024-2026

ARTICLE I

STATEMENT OF PRINCIPLES

Section 1 - Statement

Attainment of objectives of the educational program of the district requires mutual understanding and cooperation between the Board and the professional teaching personnel with free and open exchange of views. Teaching is a profession requiring specialized qualifications, and the success of the educational program in the district depends, among other things, upon the utilization of the abilities of teachers.

ARTICLE II

NEGOTIATIONS

Section 1. Recognition.

Negotiating this Master Contract and recognition of the appropriate negotiating unit falls under chapter 15.1-16 of the North Dakota Century Code.

Section 2. Request to Negotiate Agreement.

Either party to this agreement may modify the agreement on its annual anniversary date by giving notice of its desire to modify the agreement to the other party by February 1st.

Such notice shall be in writing and the District shall send the notice to the President of the Association; and the Association shall send the notice to the business manager of the District.

Section 3. Meetings

Meetings shall be held at mutually convenient times and dates as determined by the parties and either party shall have the duty to meet at reasonable times at the request of the other party. Meetings shall be scheduled so as not to interfere with school schedules. Any meeting may be terminated after one and one-half hours by mutual agreement by both parties.

Official minutes of the meetings may be kept if agreed to by both parties. The cost of taking and preparing the minutes shall be borne equally by both parties.

Section 4. Assistance

The parties may call upon professional and lay representatives to assist them during negotiations.

Section 5. Study Committees

The parties may appoint ad hoc study committees to research, study and develop projects, programs, reports, and to make recommendations on matters under consideration. Such committees shall prepare their findings in writing and submit copies to both parties.

Section 6. Exchange of Information

Both parties agree to make available, upon request, all information requested and necessary for making proper and sound decisions on matters under negotiation.

Section 7. Caucus

Either party may request a recess for the purpose of caucusing with its representatives at any time during negotiation meetings.

Section 8. Agreement

When an agreement is reached, it shall be reduced in writing, to which both the Association and the Board must approve and sign to reach final agreement.

Section 9. Collaborative Bargaining

1. The facilitator at each meeting will be rotated between teachers and board members.
2. Ground rules
 - a. The meetings will take place in the superintendent's office and will be held monthly unless otherwise agreed to by the group.
 - b. The date and time is flexible, depending on team's prior commitments.
 - c. The time limit for each meeting will be one and one half hours.
 - d. Each issue will be discussed for no more than 30 minutes.
3. Notes of the previous meeting will be reviewed prior to the start of the next meeting.
4. There will be a designated recorder who will not act as facilitator of any of the meetings.
5. The team agrees to try to tentatively agree on at least one issue per meeting.
6. Each meeting will be closed by going over what helps/hinders the meetings.
7. The superintendent and the recorder will review notes and wording of any decisions prior to their distribution. The same information handout will be used for the teachers and the school board.
8. Each group has the right to caucus before voting on an issue.

ARTICLE III

ARTICLES

Section 1.

The salary schedules and negotiated items, which when made and approved by both parties, shall be made a part of this agreement

ARTICLE IV

EXPERIENCE AND PRIOR CREDITS

Section 1.

Each teacher is required to meet licensing and accreditation standards set out by the ND Education Standards and Practices Board (ESPB). (2022-2023)

Section 2.

All approved hours received before September 10th shall be applied to the current contract.

Section 3.

Reimbursement for college credit courses and continuing education courses will be made on three year blocks of time starting with July 1,1991. (July 1,1991-June 30,1994) This applies to contracted teachers in this system and not for incoming personnel. Reimbursement will be up to a maximum of \$500 for the three year period. (Effective 1991-92 - Dollar amounts revised 1999- for 1999-2000) This section does not apply to staff who are asked to get a specific credential to benefit the District. (2022-2023)

Section 4.

No mileage payments will be made to teachers who attend in-service sessions and use those hours to advance on the salary schedule or if the in-service is voluntary. If a teacher is required to attend an in-service session by the board and/or

administration, transportation will be furnished by the school or the teacher will be compensated at the rate of state reimbursement for use of their own vehicle. All arrangements must be approved in advance by the board and/or superintendent. (Effective 87- 88)(Amended 1996-97)(Amended 2010-11)

ARTICLE V

WORK CONDITIONS AND CONTRACTS

Section 1. Extra Duty

- a. Extra duty that occurs during the school day such as noon duty, lunchroom duty, hall duty, recess duty, etc., shall be under the supervision of the administration and should be discussed with the teacher prior to assignment.
- b. Teachers will be assigned from time to time to assist with tickets at school events during the year, with discussion prior to assignment.
- c. Teachers are expected to attend and assist in promoting school events and activities.

Section 2. Contract Year and School Days

- a. The teacher's contract year shall consist of 182 days.
- b. The school day shall not exceed the hours of 8:00 a.m. to 3:45 p.m. with teachers being able to leave at 3:25 p.m. on the last day of the school week. Specially assigned duty hours may be assigned to permit faculty meetings, in-service training sessions, parent-teacher conferences, and other professional functions normally associated with the execution of professional educator's duties.

ARTICLE VI

LEAVE

Section 1. Sick Leave

- a. Annual sick leave of ten (10) days per year accumulative to sixty (60) days is allowed without reduction of pay. (Effective 1983-84)
- b. Each certified teacher shall be compensated for all unused sick leave over sixty (60) days at a rate of fifteen dollars (\$15) per day. (Effective 1991-92)
- c. Sick leave will be listed as $\frac{1}{4}$ day, $\frac{1}{2}$ day, $\frac{3}{4}$ day or full day used as determined by the administration. (Effective 2017)
- d. Individuals will be paid fifteen (\$15) per day for their accumulated sick leave when leaving the system. (Effective 1991-92)
- e. Individuals will receive 10 paid parental leave days after the birth of their own child or after the placement of child with the individual for adoption or foster care. This parental leave must be taken within the first 6 months following the birth or placement of the child, and must be taken consecutively. After the ten-day period, accumulated sick leave may be used for additional parental leave. (2022-2023)

Section 2. Personal Leave

- a. Teachers will be granted three (3) personal days per year, accumulative to a maximum of seven (7) days, without reduction in pay. (Effective 2013) Personal leave is not to be taken all at one time. Personal leave will not be granted the first ten (10) working days or the last ten (10) working days of school without approval of the administrator. Personal leave shall not be granted to more than two (2) staff members at any given time.(Effective 1991-92)
- b. The teacher shall be required to notify the Principal two (2) days in advance of such leave. (Effective 1991-92)
- c. No personal leave will be taken on the day before or after a vacation period without administrative approval.
- d. When all personal leave is used, days are not to be deducted from sick leave. (2022-2023)
- e. Each certified teacher shall be compensated for all unused personal leave earned over seven (7) days at a rate of seventy-five dollars (\$75) per day.

- f. Personal leave will be listed as ¼ day, ½ day, ¾ day or full day used as determined by administration. (Effective 2017)
- g. Compensation time will be given to any teacher who covers another teacher's class. High school teachers will receive 1/7th of current sub pay when covering a class during their teaching time, prep time or study hall time. Elementary teachers will receive 7% of current sub pay when covering a class during their teaching time or prep time. (1994)(Amended 2013)

Section 3. Professional Leave

Professional leave will be granted if the teacher notifies and it meets with the approval of the administration and/or school board well in advance and it applies to his/her area. (1979-80)

Section 4. Emergency Leave

- a. Emergency leave will be granted, without reduction in pay, up to four (4) days for death or serious illness in the immediate family; Each case to be considered individually by administration and/or school board.
- b. This is not to be deducted from sick leave.
- c. This is yearly and non-accumulative. (1979-80)

Section 5. Sabbatical Leave

- a. Leave of absence for education only may be granted, with board approval, for one year without loss of place on the salary schedule. (rehiring guaranteed)
- b. The new teacher will be hired in that position for one year only. (1981-82)

Section 6. Extended Personal/Medical Leave

- a. A leave of absence for part or up to one year may be granted for personal or medical reasons with approval of the administration and the school board. (effective 1987-88)
- b. The teacher receiving approved leave will receive no compensation or benefits for the period of absence and will return without loss of experience credit. (effective 1987-88)

ARTICLE VII

SALARIES AND SALARY SCHEDULE

Section 1.

The salary schedule of the Wing School District shall apply to all certified teachers. These teachers shall be placed on the appropriate level of the salary schedule according to education. Base salaries for new teachers entering into employment with the district will be set forth according to the one-line salary schedule table.

- a. Any teacher hired into the system may, at the discretion of the board, be granted 10 previous years of teaching experience from another system. For each year of experience granted, a newly hired teacher will receive \$500.00, subject to the conditions that said teacher's total curricular salary shall not exceed the total curricular salary to be paid to a returning teacher with the same number of years of teaching experience and on the same education lane except for areas of critical need as determined by the board in accordance with 15.1-16-21 and any signing bonus offered to new teachers under 15.1-09-33.1.
- b. Movement on the salary schedule will be horizontal with increased hours unless the teacher has not met the minimum required hours, in which case the teacher would not advance. Returning teacher increases for subsequent years will be negotiated in future contracts. (effective 2017-2019)
- c. Returning teachers will receive an additional increase based on experience.
 2-4 years = \$500.00 5-9 years = \$600.00 10-14 years = \$800.00 15+ years = \$1100.00
- d. Part-time teacher increases will be prorated according to percentage of their contract.
- e. The maximum base salary for any teacher will be that respective teacher's educational base plus \$20,000.

- f. A teacher need not be enrolled in a Master's program to move across the salary schedule. He/she may only move from steps BS through MS+12 hours. A teacher may move across the schedule by obtaining graduate hours in their major or minor fields or other course work which will benefit the school district, pending approval of the Superintendent. This approval should be placed in the teachers file for verification. For each lane change, an additional \$500.00 will be added to the salary.(2017-2019)

Section 2. Dates of Payment

Teachers will be paid on the 20th (2004), or closest teaching day to, of each month, except in the months of November and December, when they will be paid before Thanksgiving and Christmas.

- a. Faculty members have a choice of receiving their pay in nine (9) or twelve (12) equal installments. Arrangements should be made with the business manager prior to the start of the school year. (Amended 2010-2011)
- b. The salary for the first month of the school term shall not be paid until the teacher has exhibited his valid teacher's certificate to the business manager
- c. Deductions withheld from the teacher's check include teacher's retirement (TFFR), federal income tax, social security, and major medical insurance premium. Other deductions may include flex plan, supplemental insurance, and NDU Dues as requested by individuals.
- d. The salary for the last month of the school term shall not be paid until all term reports are made, filed, and approved by the clerk (business manager) of the school board.

Section 3.

See attached salary schedule and extra-curricular schedule for the current year.

Section 4. Insurance

The School District agrees to pay for the full cost of a Single health care policy or a Single-Plus Dependent health care policy. The full dollar amount of a Single-Plus Dependent policy can be applied to a Family policy, with the employee paying the additional cost. If an employee elects not to participate in the district's group health insurance plan, the School District will contribute \$2000.00 towards an FSA cafeteria plan. The employee must submit a satisfactory Waiver of Health Coverage form before receiving any funds under the cafeteria plan. The cafeteria plan must fully comply with applicable provisions of the IRS Code, and will include benefits as spelled out in the written plan documents. (2022-2023)

Section 5.

- a. 5% of the base will be added to a teacher's contract for any combination room in the elementary. (2009-2010)
5% of the base will be added to a teacher's contract for any added grade beyond the combination classroom. One day of professional development per quarter will be given to a teacher with a combination classroom and this day will be in addition to any other professional development days. This day will be taken in-house with sub coverage. (2015-16)
- b. One day of professional development per quarter will be given to the Title I Coordinator and this day will be in addition to any other professional development days. This day will be taken in-house with sub coverage. (2019-2020)

Section 6

The Librarian pay will be added as a line item to the budget in the amount of \$500.00 (2015-2016)

ARTICLE VIII

REDUCTION-IN-FORCE

The school board shall have the sole right to determine the necessity for and scope of a reduction-in-force for reasons including, but not limited to, lack of funds, uncertainty of funds, declining enrollment, or other reasons of necessity. This determination shall not be arbitrary or capricious.

If a decision is made to reduce the teaching staff, any teacher affected thereby shall be given such notice as may be required by law.

The selection of the teacher(s) to be non-renewed because of reduction-in-force shall be made by the school board in accordance with the following criteria:

1. Attrition, including retirements and resignations, shall be relied on to the extent possible.
2. When attrition is not sufficient to alleviate the necessity for reduction-in-force, the policy of this District shall be to retain those teachers with the greatest adaptability to meet the present and future staffing and educational needs of the district as determined by the school board.
3. When two teachers within the same area of certification are deemed to be of equal adaptability to meet the present and future staffing needs of the District, than the teacher with the superior academic and professional preparation, beyond minimum certification requirements in his or her teaching field, shall be retained as determined by school board.
4. When two teachers are deemed to be of equal adaptability and have equal academic preparation within their teaching fields, than the teacher who has taught in this district for the greater period of time shall be considered for retention. (Effective 1999-2000)

ARTICLE IX

GRIEVANCE PROCEDURE

Section 1. Statement of Principles.

The objective of the grievance procedure is to insure an opportunity for professional staff members and administrators to have unobstructed communications with one another and the Board with respect to alleged grievances through recognized channels and to contribute to the development of improved morale and effectiveness of the professional staff by reducing potential conflict areas between professional staff members, administrators, and the Board.

a. The purpose of this Article is to secure at the lowest possible administrative level equitable solutions to the problems which may from time to time arise during the administration of this agreement.

b. Every teacher covered by this agreement shall have the right to present grievances in accordance with these procedures. Nothing contained in this article or elsewhere in this agreement shall be construed to prevent any individual employee from informally discussing a problem with the administration and having it adjusted without the use of this procedure, provided the adjustment is not inconsistent with this agreement.

c. A teacher who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.

d. Failure of a teacher or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and the failure to render a decision or hold a conference or meeting as required herein within the time limits shall permit the grievance to proceed to the next step. The time limits, however, may be extended by mutual agreement.

e. Any teacher has a right to be represented in the grievance procedure. The teacher shall be present at any grievance discussion or hearing when the administration and/or the Association deem it necessary.

f. Hearings and conferences under this procedure shall be conducted after regular school hours.

g. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher or

Association shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.

h. In the event of a grievance, the grievant shall perform his assigned work tasks during the grievance proceedings.

i. It is agreed that this grievance procedure shall be the exclusive formal remedy for adjudicating any alleged violation, misinterpretation, or misapplication of any provision of this agreement.

j. If at any step of the grievance proceedings a grievant receives the relief sought, the proceedings shall terminate.

k. The aggrieved person or any person who might be required to take action or against whom action might be taken in order to resolve the claim shall have the right to be present and/or by his representative at any step of the grievance proceedings.

l. The Board and the Association will cooperate with each other in investigating grievances and will provide each other with necessary information requested in order to process a grievance. It is not intended, however, that a party be required to compile information that would cause an undue burden or expense or is privileged information.

Section 2. Definitions

a. A grievance shall mean a complaint that there has been an alleged violation, misinterpretation, or misapplication of any provision of this agreement.

b. The term "days" when used in this article shall, except where otherwise indicated, mean school days.

c. Only one complaint shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the incident or act causing the grievance, a statement of the issue involved, the relief sought, the date the incident or violation took place, the specific section of the agreement that the grievance alleges to have been violated, the signature of the grievant and the date. In the event more than one grievance is simultaneously filed setting forth the same identical complaint, they shall be processed through the grievance procedure jointly.

d. Any notice required hereunder to be given to the Board shall be served upon the Clerk of the District. Any notice required hereunder to be given to the Association shall be served upon the President of the Association or other officer of the Association. Notice shall be deemed completed upon receipt of the notice by the party being served. Service may be made personally or be certified or registered mail and the return receipt shall be evidence of compliance with notice requirements.

Section 3. Steps of Procedure

a. First Step. An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and his or her immediate supervisor.

b. Second Step. If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing with his or her immediate supervisor or principal. The grievance must be filed within 21 calendar days of when the alleged violation should have become known to the teacher. (2022-2023)

The immediate supervisor or principal shall hold a conference with the grievant.

The immediate supervisor or principal shall make a decision on the grievance and communicate it in writing to the grievant and the Association.

c. Third Step. In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file, within five (5) days of immediate supervisor's or principal's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) days after such written grievance is filed, the grievant, his representative, and the Superintendent or his designee, shall meet to resolve the grievance. The Superintendent or his designee, shall make a decision and communicate it in writing to the grievant, the principal or immediate supervisor and the Association within five (5) days after the meeting.

d. Fourth Step. In the event the grievance is not satisfactorily resolved at the third step, the grievant shall file, within five (5) days of the Superintendent's written decision at the third step, a copy of the grievance with the board.

Within ten (10) days after such written grievance is received by the Clerk of the District, the Board shall hold a

meeting with the following: the grievant and his/her representative (if desired), the principal or immediate supervisor, the Superintendent, and the Clerk of the District. The Clerk of the District shall give notice of the meeting date to the grievant and the President or other officer of the Association. The Board shall make a decision and communicate it in writing to the teacher, the Association, and the Superintendent within ten (10) days after the meeting.

Section 4. Procedure for Grievance of Board.

In the event the Board shall have a grievance against the Association, the following procedure shall be followed:

a. The Board shall file the grievance in writing with the President or other officer of the Association within ten (10) days from the date of the occurrence of the event giving rise to the grievance. Representatives of the Board and the Association shall hold a conference within ten (10) days after the service of the grievance. The decision of the School Board under the grievance procedure is final. (2022-2023)

ARTICLE X
DURATION CLAUSE

This agreement shall be effective on July 1, 2024, and shall automatically be renewed and will continue in force for additional periods of one year. Either party to this agreement may modify the agreement on its annual anniversary date by giving notice of the desire to modify the agreement to the other party by February 1st.

In the event a successor agreement is not agreed upon before the termination date of this Agreement, all provisions of this Agreement shall remain in full force and effect until an agreement is reached. All salaries, benefits, and working conditions agreed upon in the successor agreement will be retroactive to the termination date of this Agreement.

This Agreement is signed this ____ day of _____, 2024.

FOR THE WING EDUCATION ASSOCIATION

FOR THE WING BOARD OF EDUCATION

PRESIDENT

PRESIDENT

SECRETARY

BUSINESS MANAGER