

WISHEK PUBLIC SCHOOL

DISTRICT #19

MASTER CONTRACT

2017-2018

2018-2019

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	7% of Base Salary
June 15	10% of Base Salary
July 15	13% 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 1st 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. Five, maternity/paternity leave days will be granted for maternity/paternity leave with subsequent sick leave to be used for the remaining leave. The 5 maternity/paternity benefit needs to be used within the first 30 days of the birth or placement of the child.

If the employee has exhausted their maternity/paternity benefit, sick leave and personal days, employees may pull from the Sick Bank up to 25 days. The maternity/paternity clause will allow up to 30 school day's leave using sick leave, personal days and sick bank.

The employee will be able to take up to 12 weeks of leave in accordance with the Family Medical Leave Act. For each day past the 30 day's pay will be deducted from the salary at a rate of 1/183 of the teacher's annual salary on a daily basis with board approval.

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 substitute 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. 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.
10. 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.
11. Salary schedule is for a nine-month contract period.

12. Teachers will be allowed to use sick leave for out of town medical appointments including appointments with medical doctors, dentists, optometrists, etc.
13. Prorate the salary of teachers who have a contract extending beyond the regular 182-days school year to comply with the present wage scale.
14. Salaries will be paid by electronic deposit on the 20th of each month with the exception of months where the 20th lands on a weekend then the payment will be made on the Friday before the weekend.
15. 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 15th and a replacement for teaching position can be found by July 15th of the same year.
 5. No benefits while on sabbatical leave.
16. Teachers/Staff will be reimbursed \$10.00 per hour for supervising detention.
17. 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.
18. 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).
19. 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 10th to May 20th 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.

20. It is agreed that the Wishek Education Association's petition for recognition shall be submitted to the board each year by December 20th 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 20th of the impending deadline in order that the petition is submitted on time.
21. Base salary will be \$38,800 for the 2017-2018 school term and \$39,000 for the 2018-2019 school term.
22. 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.
23. 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.
24. BLST (Building Level Support Team) recorder position will follow the Master Contract.
25. 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.
26. 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.
27. 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.”
28. The school board will follow the schedule for extra-curricular pay for all hires that are filling extracurricular positions.
29. The Teacher Contract will consist of 182 days plus 1 extra professional development day.

Signature Page

Date

Board Chairperson – Negotiation Team

Date

President of the School Board

Date

WEA Chairperson – Negotiation Team

Date

President of WEA

SALARY
SCHEDULE
2017-2018

						Master
Years	BS/BA	+10 SH	+20 SH	+30 SH	+40 SH	Lane
		\$500	\$1,000	\$1,500	\$2,000	\$3,000
0	\$38,800	\$39,300	\$40,300	\$41,800	\$43,800	\$46,800
1	39,150	39,650	40,650	42,150	44,150	47,150
2	39,500	40,000	41,000	42,500	44,500	47,500
3	39,850	40,350	41,350	42,850	44,850	47,850
4	40,200	40,700	41,700	43,200	45,200	48,200
5	40,550	41,050	42,050	43,550	45,550	48,550
6	40,900	41,400	42,400	43,900	45,900	48,900
7	41,250	41,750	42,750	44,250	46,250	49,250
8	41,600	42,100	43,100	44,600	46,600	49,600
9	41,950	42,450	43,450	44,950	46,950	49,950
10	42,300	42,800	43,800	45,300	47,300	50,300
11		43,150	44,150	45,650	47,650	50,650
12		43,500	44,500	46,000	48,000	51,000
13		43,850	44,850	46,350	48,350	51,350
14		44,200	45,200	46,700	48,700	51,700
15		44,550	45,550	47,050	49,050	52,050
16			45,900	47,400	49,400	52,400
17			46,250	47,750	49,750	52,750
18			46,600	48,100	50,100	53,100
19			46,950	48,450	50,450	53,450
20			47,390	48,925	50,800	53,800
21					51,150	54,150
22					51,500	54,500
23					51,850	54,850
24					52,200	55,200
25					52,550	55,550
26					52,900	55,900
27					53,250	56,250
28					53,600	56,600
29					53,950	56,950
30					54,300	57,300

Career increment of \$350 for each year of experience with no cap on experience.

Adopted 2017

SALARY
SCHEDULE
2018-2019

Years	BS/BA	+10 SH	+20 SH	+30 SH	+40 SH	Master Lane
		\$500	\$1,000	\$1,500	\$2,000	\$3,000
0	\$39,000	\$39,500	\$40,500	\$42,000	\$44,000	\$47,000
1	39,350	39,850	40,850	42,350	44,350	47,350
2	39,700	40,200	41,200	42,700	44,700	47,700
3	40,050	40,550	41,550	43,050	45,050	48,050
4	40,400	40,900	41,900	43,400	45,400	48,400
5	40,750	41,250	42,250	43,750	45,750	48,750
6	41,100	41,600	42,600	44,100	46,100	49,100
7	41,450	41,950	42,950	44,450	46,450	49,450
8	41,800	42,300	43,300	44,800	46,800	49,800
9	42,150	42,650	43,650	45,150	47,150	50,150
10	42,500	43,000	44,000	45,500	47,500	50,500
11		43,350	44,350	45,850	47,850	50,850
12		43,700	44,700	46,200	48,200	51,200
13		44,050	45,050	46,550	48,550	51,550
14		44,400	45,400	46,900	48,900	51,900
15		44,750	45,750	47,250	49,250	52,250
16			46,100	47,600	49,600	52,600
17			46,450	47,950	49,950	52,950
18			46,800	48,300	50,300	53,300
19			47,150	48,650	50,650	53,650
20			47,590	49,125	51,000	54,000
21					51,350	54,350
22					51,700	54,700
23					52,050	55,050
24					52,400	55,400
25					52,750	55,750
26					53,100	56,100
27					53,450	56,450
28					53,800	56,800
29					54,150	57,150
30					54,500	57,500

Career increment of \$350 for each year of experience with no cap on experience.

Adopted 2017

WISHEK PUBLIC
SCHOOL
EXTRA
CURRICULAR PAY
2017-2019

	1st Year	2nd Year	3rd Year	4th Year	5th Year
	80%	85%	90%	95%	100%
Annual	960.00	1,020.00	1,080.00	1,140.00	1,200.00
Letterperson	280.00	297.50	315.00	332.50	350.00
FBLA	880.00	935.00	990.00	1,045.00	1,100.00
Class 7	88.00	93.50	99.00	104.50	110.00
Class 8	88.00	93.50	99.00	104.50	110.00
Class 9	88.00	93.50	99.00	104.50	110.00
Class 10	88.00	93.50	99.00	104.50	110.00
Class 11	400.00	425.00	450.00	475.00	500.00
Class 11 Co-Advisor	400.00	425.00	450.00	475.00	500.00
Class 12	88.00	93.50	99.00	104.50	110.00
Student Council	560.00	595.00	630.00	665.00	700.00
Math Counts Advisor	44.00	46.75	49.50	52.25	55.00
Spelling Bee Advisor	44.00	46.75	49.50	52.25	55.00
Science	1,000.00	1,062.50	1,125.00	1,187.50	1,250.00
Band	1,680.00	1,785.00	1,890.00	1,995.00	2,100.00
Speech	1,200.00	1,275.00	1,350.00	1,425.00	1,500.00
One Act Play	880.00	935.00	990.00	1,045.00	1,100.00
FFA	2,280.00	2,422.50	2,565.00	2,707.50	2,850.00
FCCLA	880.00	935.00	990.00	1,045.00	1,100.00
NHS	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
Elementary Girls & Boys Basketball	859.20	912.90	966.60	1,020.30	1,074.00
Pee Wee Wrestling	859.20	912.90	966.60	1,020.30	1,074.00
Elementary Volleyball	859.20	912.90	966.60	1,020.30	1,074.00

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

Payment for extra-curricular activities will be made upon completion of the activity.