NEGOTIATIONS SUMMARY

Latest Edition
2021-2022
2022-2023

WAHPETON SCHOOL BOARD
AND
WAHPETON EDUCATION ASSOCIATION
NEGOTIATED AGREEMENT
TABLE OF CONTENTS

PREAMBLE

ARTICLE I. STATEMENT OF PRINCIPALS

Section 1. Statement

ARTICLE II. NEGOTIATIONS

Section 1. Recognition
Section 2. Committee
Section 3. Meetings
Section 4. Assistance
Section 5. Ratification
Section 6. Ground Rules
Section 7. Exchange of Information

ARTICLE III. SALARIES

Section 1. New Hires
Section 2. Returning Teachers
Section 3. Extra Class/Study Hall
Section 4. Education Advancement
Section 5. Extra Curricular Activities

ARTICLE IV. MISCELLANEOUS SALARIES

Section 1. National Certification Stipend
Section 2. Summer Workshop Salary
Section 3. Salary Installments
Section 4. Meal Compensation
Section 5. Cash Advances

ARTICLE V. ADVANCEMENT ON SALARY SCHEDULE

Section 1. Continuing Education Requirements
Section 2. Approval of Credits for Advancement
Section 3. Credits
Section 4. Travel Credits
Section 5. Independent Writing and Research
ARTICLE VI. FRINGE BENEFITS

Section 1. Medical Insurance 7
Section 2. Sick Leave 8
Section 3. Emergency Leave 8
Section 4. Bereavement Leave 8
Section 5. Leave Gifting 8
Section 6. Personal Leave 9
Section 7. General Leave of Absence 9
Section 8. Maternity Leave 9
Section 9. Adoption Leave 10
Section 10. Association Leave 10
Section 11. Teacher's Retirement 10
Section 12. Disability Insurance 10

ARTICLE VII. REDUCTION IN FORCE 10

ARTICLE VIII. HOURS AND DUTIES

Section 1. Employment Hours 11
Section 2. Para-Professional Assistance 11
Section 3. Transfer Within District 11
Section 4. Extra Curricular or Non-Teaching Duties 12
Section 5. Contract Length 12

ARTICLE IX. GRIEVANCE PROCEDURE

Section 1. Preamble 12
Section 2. Objectives 12
Section 3. Definitions 13
Section 4. Scope 13
Section 5. Procedures 13

ARTICLE X. COMPLIANCE OF INDIVIDUAL CONTRACT

Section 1. Compliance 15
Section 2. Breach of Contract 15
ARTICLE XI. MISCELLANEOUS

Section 1. Duration

RATIFICATION

APPENDIX

Schedule 1. Extra Curricular Activities Salary Schedule
AGREEMENT BETWEEN
WAHPETON PUBLIC SCHOOL DISTRICT NO. 37
AND
WAHPETON EDUCATION ASSOCIATION

THIS AGREEMENT is made and entered into as of the 7th day of June, 2021 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 last 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 District Office, 1021 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, the next meeting date and time shall be set.

(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.

(h). Audio recordings of all meetings.

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

2021-2022

SECTION 1. NEW HIRES

<table>
<thead>
<tr>
<th></th>
<th>BS</th>
<th>BS+10</th>
<th>BS+20</th>
<th>BS+30</th>
<th>MS</th>
<th>MS+10</th>
<th>MS+20</th>
<th>MS+30</th>
<th>MS+40</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base</td>
<td>38,550</td>
<td>39,450</td>
<td>40,250</td>
<td>41,250</td>
<td>42,150</td>
<td>43,050</td>
<td>43,950</td>
<td>44,850</td>
<td>45,750</td>
</tr>
</tbody>
</table>

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 2020-2021 and returning to the district in 2021-2022 shall receive an increase of 3% on his/her base salary for the 2021-2022 year.

All returning teachers with one year of teaching experience will be paid at least the base salary plus $250.00.
SECTION 3. EXTRA CLASS/STUDY HALL
Teachers in Grades 6-12 teaching a sixth or "extra" class shall be paid $5,507.14 1/7th of the base ($38,550). Teachers supervising a study hall shall be paid $3,212.50 1/12th of the base ($38,550). Morning and noon duty shall be paid $3,212.50 1/12th of the base ($38,550).

SECTION 4. EDUCATION ADVANCEMENT

<table>
<thead>
<tr>
<th>BS+10</th>
<th>BS+20</th>
<th>BS+30</th>
<th>MS</th>
<th>MS+10</th>
<th>MS+20</th>
<th>MS+30</th>
<th>MS+40</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,600</td>
<td>1,840</td>
<td>1,840</td>
<td>2,000</td>
<td>2,000</td>
<td>2,260</td>
<td>2,260</td>
<td>2,260</td>
</tr>
</tbody>
</table>

Teachers may only be approved for up to one lane advancement per contract year. The exception for teachers with an approved plan of study on file with the District Office for a Master's Degree may advance BS+30 and MS within the same contract year. Lane advancements approved after January 10 will be considered for the next contract year.

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 $35,000 for 2021-2022.

(b). **2020-2021 coaches/advisors shall not advance one step for 2021-2022.**

(c). Placement on extra curricular schedule

1. Assistant coaches promoted to head coach shall be placed at the same step he/she would have attained at the previous position.

2. Junior high coaches promoted to head coach shall be placed Step 1 as a head coach.

3. 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.

4. All new employees to the district with previous coaching experience can bring in a maximum of 5 years of experience and will start at Step 4.

5. All new employees to the district without prior coaching experience will start at Step 0.

SECTION 1. NEW HIRES

<table>
<thead>
<tr>
<th>BS</th>
<th>BS+10</th>
<th>BS+20</th>
<th>BS+30</th>
<th>MS</th>
<th>MS+10</th>
<th>MS+20</th>
<th>MS+30</th>
<th>MS+40</th>
</tr>
</thead>
<tbody>
<tr>
<td>39,000</td>
<td>39,900</td>
<td>40,700</td>
<td>41,700</td>
<td>42,600</td>
<td>43,500</td>
<td>44,400</td>
<td>45,300</td>
<td>46,200</td>
</tr>
</tbody>
</table>

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 2021-2022 and returning to the district in 2022-2023 shall receive an increase of 1.75% on his/her base salary for the 2022-2023 year.

All returning teachers with one year of teaching experience will be paid at least the base salary plus $250.00.

SECTION 3. EXTRA CLASS/STUDY HALL
Teachers in Grades 6-12 teaching a sixth or "extra" class shall be paid $5,571.43 1/7th of the base ($39,000). Teachers supervising a study hall shall be paid $3,250 1/12th of the base ($39,000). Morning and noon duty shall be paid $3,250 1/12th of the base ($39,000).

SECTION 4. EDUCATION ADVANCEMENT

<table>
<thead>
<tr>
<th>BS+10</th>
<th>BS+20</th>
<th>BS+30</th>
<th>MS</th>
<th>MS+10</th>
<th>MS+20</th>
<th>MS+30</th>
<th>MS+40</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,600</td>
<td>1,840</td>
<td>1,840</td>
<td>2,000</td>
<td>2,000</td>
<td>2,260</td>
<td>2,260</td>
<td>2,260</td>
</tr>
</tbody>
</table>

Teachers may only be approved for up to one lane advancement per contract year. The exception for teachers with an approved plan of study on file with the District Office for a Master’s Degree may advance BS+30 and MS within the same contract year. Lane advancements approved after January 10 will be considered for the next contract year.

SECTION 5. EXTRA CURRICULAR ACTIVITIES

(a). Extracurricular salaries shall be set forth in Schedule 1 of the Appendix. The base for determining salaries on the schedule shall be $35,000 for 2022-2023.

(b). 2021-2022 coaches/advisors shall advance one step on the extracurricular salary schedule for 2022-2023. Those maxed out on steps will receive a 3.4% increase from their 2021-2022 extracurricular wages.

(c). Placement on extracurricular schedule

1. Assistant coaches promoted to head coach shall be placed at the same step he/she would have attained at the previous position.

2. Junior high coaches promoted to head coach shall be placed Step 1 as a head coach.

3. 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.

4. All new employees to the district with previous coaching experience can bring in a maximum of 5 years of experience and will start at Step 4.

5. All new employees to the district without prior coaching experience will start at Step 0.
ARTICLE IV. MISCELLANEOUS SALARIES

SECTION 1. NATIONAL CERTIFICATION STIPEND. Starting in the Fall of 2021, each eligible teacher achieving National Board Certification by the National Board for Professional Teaching Standards, shall receive a stipend of $1,000 each school year, as long as the national certification is maintained. To be eligible to receive the stipend a teacher must obtain certification in the area in which the teacher is teaching and the teacher must complete his/her contract with the District for the school year. The stipend shall be paid after the completion of the school year.

Starting in the Fall of 2021, each eligible Speech Language Pathologist achieving the Certificate of Clinical Competence – American Speech-Language Hearing Association (ASHA) certification, shall receive a stipend of $1,000 each school year, as long as the national certification is maintained. To be eligible to receive the stipend a Speech Language Pathologist must complete his/her contract with the District for the school year and shall make a good-faith effort to provide complete, accurate and timely documentation of services provided to students who are eligible for Medical Assistance. The stipend shall be paid after completion of the school year.

SECTION 2. 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 3. 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 4. 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 5. 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.
ARTICLE V. ADVANCEMENT ON SALARY SCHEDULE

SECTION 1. CONTINUING EDUCATION REQUIREMENTS. All teachers, except 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.

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 building principal and teachers must complete the online 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 credit, at the 500 level or higher, relative to their teaching field, or in an area approved by the Superintendent or designee.

SECTION 3. CREDITS. Verification of credits received shall be reported to the District’s Business Office by September 10 and/or January 10, 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 10 and/or January 10 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 4. 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 5. 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.
2021-2022 Year

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

**Teachers electing to receive family health insurance shall pay 15% of the family health insurance premium per school contract year (prorated monthly).**

Teachers electing not to receive health insurance shall receive an annuity in the amount of $1,600 (prorated monthly).

2022-2023 Year

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

**Teachers electing to receive family health insurance shall pay 20% of the family health insurance premium per school contract year (prorated monthly).**

Teachers electing not to receive health insurance shall receive an annuity in the amount of $1,600 (prorated monthly).
SECTION 2. SICK LEAVE. Teachers shall be eligible for sick leave days as follows:

(a). Each teacher shall receive eleven days (88 hours) annual sick leave accumulative to one hundred and twenty five days (1,000 hours) for nine month contracts with a proportional increase for those having more than a nine month contract.

(b). The eleven days (88 hours) shall be credited at the beginning of each school year and in the event of illness occurring in that school year, whereby the eleven days (88 hours) 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 eleven days (88 hours).

(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 will receive $20 for each unused sick day, prorated by 15 minute increments, for time above 114 days (912 hours). Payment will be made in June of the contract year.

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. Each teacher shall be allowed 2 days (16 hours) annually at full salary; accumulating to 4 days (32 hours).

SECTION 4. Bereavement Leave. Certified teaching personnel may request 2 days (16 hours) accumulating to 4 days (32 hours) 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. Leave Gifting. Each teacher may gift up to two days (16 hours) of sick or personal leave per year to a colleague in need. The teacher receiving the donation must have first depleted his or her own leave in that respective category; donated leave does not accumulate
to the following year. The maximum number of days an employee could accept is 25 days (200 hours) per year. Leave can be used or donated within the respective pay period.

SECTION 6. PERSONAL LEAVE. Teacher with 0-9 years of experience with Wahpeton Public School District will be granted two personal days (16 hours) per school year, accumulative to a maximum of 5 days (40 hours). Teachers with 10 or more years of experience at Wahpeton Public School District will be granted 3 personal days (24 hours) per school year, accumulative to a maximum of 6 days (48 hours). Teachers will receive $150 for each unused personal day above 5 days. Payment will be made in June.

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 May 1st, proceeding 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 the notification to the Superintendent shall be entitled to six weeks from the birth [eight weeks with doctor’s note] of her accumulated sick and personal leave. Should she desire additional maternity leave, such request should be made, in writing, to the Superintendent 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. During the first six months following an adoption placement by a certified employee of the District, such employee (man/woman) upon notification to the Superintendent shall be entitled to use up to six weeks of accumulated sick leave to care for a child placed with the employee. Such placement must be made by a licensed child-placing agency for adoption or placed with the employee as a precondition to adoption, but not both. Should the employee desire additional leave, such request should be made, in writing, to the Superintendent, prior to the placement, with the understanding that such leave will be without pay and in accordance with FMLA laws.

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 two, accumulating to four days.

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

The 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.

Teaching staff on leave for any purpose remain subject to the district’s reduction-in-force policy.

Factors
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 within the primary and intermediate grouping (Grades PK-6) and the junior and senior high grouping (Grades 7-12).

Criteria
The Superintendent shall recommend teacher(s) for reduction in force in accordance with the following order:
1. Attrition, including retirements and resignations.
2. When attrition is not sufficient to alleviate the necessity for reduction in force, the District shall retain the staff members who are most capable in the District which will be determined by the following criteria:

   a. ACADEMIC: Teacher licensure credentials/endorsements and credits/degrees/specific professional development on file with the District Office to teach current and next fiscal year course offerings.

   b. EXTRA-CURRICULAR/ADDITIONAL DUTIES: Other duties include activities and/or duties that teachers are presently performing.

   c. SENIORITY: Years of experience with the District.

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

Recall Rights
Any teacher who is nonrenewed under the provisions of this policy may request and shall be given consideration for teaching vacancies for which said teacher is qualified and which occur within 15 months of his/her last contract day. It shall be the sole responsibility of said teacher to provide the District with a current address. Any teacher who is offered re-employment hereunder and fails to accept the same within fifteen (15) days after it is offered shall be deemed to have rejected said offer and shall forfeit all future recall rights.

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 student’s 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) 2021-2022 Year. Teacher contracts will include 184 days, consisting of 171 instructional days, 3 holidays, 2 Parent/Teacher Conference days and up to 8 staff development days.

(b) 2022-2023 Year. Teacher contracts will include 184 days, consisting of 171 instructional days, 3 holidays, 2 Parent/Teacher Conference days and up to 8 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 are often go ahead unheeded and the Wahpeton School system is no exception. A plan to assure the orderly presentation of suggestions, to resolve dissatisfaction, 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 or 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:

<table>
<thead>
<tr>
<th>Period</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 15– June 30</td>
<td>$1,000</td>
</tr>
<tr>
<td>July 1 – July 31</td>
<td>$2,000</td>
</tr>
<tr>
<td>August 1 – School Starts</td>
<td>$3,000</td>
</tr>
<tr>
<td>During the School Year</td>
<td>$4,000</td>
</tr>
</tbody>
</table>

The School Board reserves the right to waive the above penalties under special circumstances such as death, permanent injury, family relocation out-of-state 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.
RATIFICATION

In witness thereof, signatures of duly authorized representatives of the Association and the District indicate that this agreement has been ratified by the Wahpeton Education Association and the Board of Education of the District.

WAHPETON EDUCATION ASSOCIATION                WAHPETON PUBLIC SCHOOL
DISTRICT NO. 37

[Signature]
President or Chief Negotiator

[Signature]
President or Chief Negotiator

16
<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data 1</td>
<td>Value 1</td>
<td>Value 2</td>
<td>Value 3</td>
</tr>
<tr>
<td>Data 2</td>
<td>Value 4</td>
<td>Value 5</td>
<td>Value 6</td>
</tr>
<tr>
<td>Data 3</td>
<td>Value 7</td>
<td>Value 8</td>
<td>Value 9</td>
</tr>
<tr>
<td>Data 4</td>
<td>Value 10</td>
<td>Value 11</td>
<td>Value 12</td>
</tr>
</tbody>
</table>

Note: The table continues with more rows and columns with similar data entries.