

Wyndmere Public School District Master Contract

(2021 - 2022 & 2022 - 2023)

ARTICLE I GRIEVANCE PROCEDURE

- A. **PURPOSE** - To enable teachers to express a complaint about the administration of the negotiated agreement with the assurance that the complaint will receive prompt attention by the persons who can remedy it if necessary.
- B. **DEFINITION** - Any disagreement regarding the interpretation or inequitable application of a specific provision of the negotiated agreement or board policy.
- C. **PROCEDURE** - Any party to the grievance may be represented during any step of the grievance procedure by a person or agent designated by such party to act in his/her behalf.

Level One

1. An informal meeting shall be held between the teacher and the superintendent in an attempt to settle the matter.
2. If the matter is not resolved, the grievance shall be presented in writing by the teacher to the superintendent within thirty (30) calendar days after the facts upon the grievance is based first occur or first become known. The written grievance shall contain the date the alleged violation took place, a precise statement of the nature of the grievance, the article or provision of the agreement allegedly violated, the remedy requested, and the signature of the aggrieved person.
3. The superintendent shall give a written answer within seven (7) calendar days of the time the grievance was presented to the superintendent in writing.

Level Two

1. If the aggrieved person is not satisfied with the superintendent's disposition of the grievance, the grievant may within ten (10) calendar days after receipt of the superintendent's disposition, file the grievance in writing with the Board of Education.
2. Within ten (10) calendar days after submission of the written grievance, the grievant may request and be granted a meeting with the Board of Education at the Board's next regular or special meeting. The Board shall render a decision in writing within ten (10) calendar days after the

meeting at which it was heard. The decision of the Board of Education is the last step of the grievance procedure.

- D. Level one of the procedure may be bypassed provided that the superintendent agrees.
- E. The number of days indicated at each level are maximum time limits. A reasonable effort shall be made to expedite the process.
- F. Copies of the grievance proceedings will be filed separately from the personnel files of the participant.

ARTICLE II LEAVE POLICIES

A. LEAVE OF ABSENCE

- 1. A teacher may request a leave of absence for maternity or child rearing. Requests for this leave may not exceed one school year and must be submitted in writing for Board action. If approved by the Board, in its sole discretion, such leave will be without pay or fringe benefits, unless the employee elects to pay for fringe benefits for which the employee is eligible during the duration of the leave.
- 2. Failure of a teacher to accept employment 30 days before the term of the approved leave of absence has expired shall relieve the school district of its obligation to renew the teacher's contract.
- 3. No leave of absence will be granted unless the teacher has completed one calendar year of successful teaching in the Wyndmere Public School system.
- 4. Experience credit will be determined at the time leave is requested.
- 5. Disability because of maternity will be treated like any other sick leave.

B. PERSONAL LEAVE

- 1. All requests require at least two days prior approval from the administration except in emergencies. (Maximum of five days per year with the fifth personal day being charged to the teacher at the cost of substitute pay and not allowed to be transferred or cashed in.) Individual teachers have the choice to have unused personal leave be reimbursed at a rate of substitute teacher pay for each day or be transferred into a teacher's sick leave savings total.

2. Fractions of days absent will be accounted for by the administration.
3. A teacher will lose one day's salary for each additional day taken.

C. FUNERAL LEAVE

1. One day per funeral for death of family members or friends.
2. Additional days of funeral leave will be counted as sick leave; with actual days to be determined by the administration depending on individual circumstances.

D. SICK LEAVE

1. Illness of teacher, child, or parent(s), including pre-planned health related appointments.
2. Ten days per year accumulative to 110.
3. If a teacher's spouse, living at home, is unable to perform the normal duties in his/her professional capacity, said teacher shall be entitled to utilize 20 days of his/her accumulated sick leave per year. A physician's statement of incapacity must be presented before such leave will be granted for that specific disability.
4. Teachers who have accumulated 110 days of sick leave prior to the beginning of any school year will be reimbursed \$20 per day for each of the 10 unused days. Payment will be made at the end of each year in the June check.
Ex.- A teacher with 109 sick days at the beginning of the year would be granted 1 additional day of sick leave (thus bringing the total to 110) and would be paid for the 9 days that would otherwise be foregone.

E. PROFESSIONAL LEAVE

1. Workshops and clinics sponsored by the Department of Public Instruction, the North Dakota High School Activities Association or other professional organizations shall be considered by the administration for leave if directly related to faculty members contracted duties.
2. Whenever possible, all requests shall be made to the administration two weeks prior to the date for which the leave is requested.

3. The cost of a substitute teacher shall be born by the district.
4. All costs associated with required workshops or clinics or monitoring students on approved activity shall be born by the district at the rate stated within the guidelines for the state of North Dakota.
5. Financial agreements shall be agreed to at the time at which the leave is granted.

F. WELLNESS LEAVE

1. Wellness Day: After accumulating the 110 maximum sick leave days, a teacher who completes one school year without using any sick days shall be granted one day of paid personal leave. This day shall be used at the teacher's discretion within the next school year. The administration must be given at least five days prior notice and the day cannot be used during the first 5 days of the school term following summer recess, or the last 5 days of the school year.

G. EMERGENCY LEAVE

1. In the case of emergency, where the teacher cannot be at work due to unforeseen circumstances, teachers may utilize up to 3 days per year emergency leave. These days will be deducted from their accrued sick leave days. (Examples: cancelled daycare last minute, weather, flooded basement)

ARTICLE III BREACH OF CONTRACT POLICY

- A. Any teacher who signs a contract to teach in the Wyndmere Public Schools and then breaks that contract shall be liable for the following damage payments:
 1. July 1st --July 31st - 2% of gross contract salary
 2. August 1--school starts - 3% of gross contract salary
 3. During the school year - 5% of gross contract salary
- B. The School Board reserves the right to waive the above penalties under special circumstances such as death, permanent injury, or extreme hardship to the teacher involved.

ARTICLE IV EDUCATIONAL ADVANCEMENT

- A. Each teacher should secure additional training according to the recommendations of the Department of Public Instruction.

- B. Teachers not in a graduate program at a college or university must have the approval of the Wyndmere superintendent of school before the course is taken in order for it to apply to the salary schedule.
- C. If a teacher is working towards a minor in an outside field, that teacher's past courses may apply to the salary schedule when and if that teacher is contracted in that minor field. Prior approval of courses may be obtained from the superintendent.
- D. Teachers in a graduate program at a college or university must have their program on file with the Wyndmere superintendent of schools. The program must be relevant to the teacher's teaching position at the Wyndmere Public School in order for it to apply to the salary schedule.
- E. To move from one column to another all work must be completed before September 1st of the school year.

ARTICLE V SALARY SCHEDULE

- A. The salary schedule, extra-curricular schedule, and benefit schedule is attached to, and part of this agreement (copy attached). The salary schedules that are attached to this agreement include a 2.5% career increment that will be paid at the bottom of the MS+50,BS+80 column. Teachers who have an administratively approved Masters degree will receive \$2000 above the listed salary schedules.

ARTICLE VI TEACHER WORKLOAD

- A. Teacher Workload
 - 1. A normal teaching load in the junior/senior high school will be 25 teaching periods per week plus 5 periods of supervised study hall. Teachers required to teach an extra class over and above the normal load will receive 1/7 of the teacher's base salary.

ARTICLE VII DURATION CLAUSE

- A. This agreement will automatically be renewed and will continue in force for additional periods of one year unless either party gives notice to the other party, before (**February 1st**), prior to the anniversary date of this agreement, of its desire to reopen certain provisions of this agreement. In the event a successor agreement is not agreed upon before the anniversary date of this agreement, all provisions of this agreement shall remain in full force until a mutual agreement has been reached.

- B. All salaries, benefits, and working conditions agreed upon in the successor agreement will be retroactive to the anniversary date of this agreement.

ARTICLE VIII SAVINGS CLAUSE

- A. Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, shall be automatically deleted from the agreement to the extent that it violates the law. The remaining articles, sections or clauses shall remain in full force and in effect for the duration of the agreement. Either party may make a written request within 20 days of the declaration to open negotiations to alter any articles, sections, or clauses that may have been declared illegal. A request for a special meeting shall include specific reasons for the request and shall be limited to the article(s), section(s), or clause(s) that was (were) declared illegal. Negotiations will begin within 30 days of the written request.

VERIFICATION

This contract is made and entered into this 10th day of May, 2021 by and between the Wyndmere Board of Education and the Wyndmere Education Association for the 2021 - 2022 & 2022 - 2023 school years.

Signed by:

Wyndmere Education Association, President

Wyndmere Board Of Education, President

FRINGE BENEFITS SCHEDULE

A. HEALTH INSURANCE

1. The Board agrees to pay \$8,897.21 for 2021 - 2022 & \$8,897.21 for 2022 – 2023 per teacher towards health insurance coverage through the Wyndmere Employees Group Policy. If a full single medical health policy (not to include vision or dental) exceeds the amount listed above in 2022-2023, the district will pay the difference to ensure a full single medical policy is paid.
2. Health insurance coverage shall extend from October 1st of one year to September 30th of the next year. Those teachers wishing to drop their

health insurance coverage before the September 30th date must make the request in writing at least one month in advance. The insurance payment shall then be deposited in a tax-deferred annuity as stated in items #3 and #4, this section.

3. Those teachers electing not to join the Wyndmere Employees Group Health Insurance Policy shall have the Board deposit \$8,897.21 (2021-22) & \$8,897.21 (2022-23) per teacher in 12 equal installments in a tax-deferred annuity subject to the provisions listed in item #4, this section.
4. Teachers who elect to not join the Wyndmere Employees Group Health Insurance Policy will be provided with an annuity through Edward Jones Insurance or the Horace Mann group for Section 125 flex plan with teachers paying any fees for their service.
5. Only regularly contracted teachers will be eligible to join the Wyndmere School group unless he/she is the spouse of a regularly contracted teacher. All payments in this section will be prorated according to full-time equivalency of the teacher. (Ex: half time teacher = \$4,333.61 per year).

B. DISABILITY PROTECTION

1. The Board agrees to pay up to an average of \$20 per month per teacher towards the disability insurance policy as provided by a mutually acceptable insurance company. Those teachers wanting additional coverage under this policy shall notify the clerk and the additional premium will be withheld from their salaries.
2. Coverage shall be from the beginning of the school year until the end of the month that the teacher's contract is terminated, either by discharge, nonrenewal, or resignation.
3. The premium amount in item #1 will be paid for all teachers employed one-half time or more. It will not be paid for those teaching less than one-half time.

C. TEACHERS' RETIREMENT

1. Tax shelter each teacher's contribution to the Teachers' Fund for Retirement in line with HB1095 and section 15-39.1-09 N.D.C.C. and Model 1 attached. 6% of the teachers portion of TFFR will be paid by the district starting in the 2021-2022 school year. 8% of the teachers portion of TFFR will be paid by the district starting in the 2022-2023 school year.

TOTAL % INC.		NEW MONEY		WYNDMERE PUBLIC SCHOOL			% TFFR PD	Natural Inc.				
2.03%		\$30,887		2021-2022 SALARY SCHEDULE			18.75%					
BASE PAY	INCRMT #1	INCRMT #2	LANE PAY	ADDITIONAL STEPS	ADDITIONAL STEPS	ADDITIONAL STEPS	FRINGE INCREASE					
2020-2021	2020-2021	2020-2021	2020-2021	0	0	0	0					
40500	450	500	500									
2021-2022	2021-2022	2021-2022	2021-2022	INCREASE	INCREASE	INCREASE	EXTRA-CUR INCREASE					
40500	450	500	500	0	0	0	2.70%					
INCREASE	INCREASE	INCREASE	INCREASE									
0	0	0	0									
				add \$2000 for Masters		add \$2000 for Masters		add \$2000 for Masters		add \$2000 for Master	add \$2000 for Master	add \$2000 for Masters
YEARS EXP	BS	BS+10 SEM	BS+20 SEM	MASTERS BS+30 SEM	MS+10 SEM BS+40 SEM	MS+20 SEM BS+50 SEM	MS+30 SEM BS+60 SEM	MS+40 SEM BS+70 SEM	MS+50 SEM BS+80 SEM			
0	40500	41000	41500	42000	42500	43000	43500	44000	44500			
1	40950	41500	42000	42500	43000	43500	44000	44500	45000			
2	41400	42000	42500	43000	43500	44000	44500	45000	45000			
3	41850	42500	43000	43500	44000	44500	45000	45500	46000			
4	42300	43000	43500	44000	44500	45000	45500	46000	46500			
5	42750	43500	44000	44500	45000	45500	46000	46500	47000			
6	43200	44000	44500	45000	45500	46000	46500	47000	47500			
7	43650	44500	45000	45500	46000	46500	47000	47500	48000			
8	44100	45000	45500	46000	46500	47000	47500	48000	48500			
9	44550	45500	46000	46500	47000	47500	48000	48500	49000			
10		46000	46500	47000	47500	48000	48500	49000	49500			
11		46500	47000	47500	48000	48500	49000	49500	50000			
12		47000	47500	48000	48500	49000	49500	50000	51500			
13			48000	48500	49000	49500	50000	50500	51000			
14			48500	49000	49500	50000	50500	51000	51500			
15			49000	49500	50000	50500	51000	51500	52000			
16				50000	50500	51000	51500	52000	52500			
17				50500	51000	51500	52000	52500	53000			
18				51000	51500	52000	52500	53000	53500			
19					52000	52500	53000	53500	54000			
20					52500	53000	53500	54000	54500			
21					53000	53500	54000	54500	55000			
22						54000	54500	55000	55500			
23						54500	55000	55500	56000			
24						55000	55500	56000	56500			
25							56000	56500	57000			
26							56500	57000	57500			
27							57000	57500	58000			

Career Increment 2.5% of (BS +80, Step 27) 59450

Wyndmere Public School
2021-2022
Extracurricular Schedule

		2018-2019	Multiplier %	2019-20	Increase 2019-20	# Weeks	Weekly Wage
20-21 Base 40,500	Head Football	4860.00	12.00%	4860.00	0.00	12	405.00
	Asst. Football	3645.00	9.00%	3645.00	0.00	12	303.75
	Asst. Football	3645.00	9.00%	3645.00	0.00	12	303.75
	Jr. High Football	2430.00	6.00%	2430.00	0.00		
	Jr. High Football	2430.00	6.00%	2430.00	0.00		
21-22 Base 40,500	Head Volleyball	4860.00	12.00%	4860.00	0.00	12	405.00
	Assistant Volleyball	3645.00	9.00%	3645.00	0.00	12	303.75
	Assistant Volleyball	3645.00	9.00%	3645.00	0.00	12	303.75
	Jr. High Volleyball	2430.00	6.00%	2430.00	0.00		
	Head Girls' Basketball	4860.00	12.00%	4860.00	0.00	12	405.00
	Asst. Girls' Basketball	3645.00	9.00%	3645.00	0.00	12	303.75
	Asst. Girls' Basketball	3645.00	9.00%	3645.00	0.00	12	303.75
	Jr. High Girls' Basketball	2430.00	6.00%	2430.00	0.00		
	Jr. High Girls' Basketball	2430.00	6.00%	2430.00	0.00		
	Elementary Girls' Basketball	1215.00	3.00%	1215.00	0.00		
	Head Boys' Basketball	4860.00	12.00%	4860.00	0.00	12	405.00
	Asst. Boys' Basketball	3645.00	9.00%	3645.00	0.00	12	303.75
	Asst. Boys' Basketball	3645.00	9.00%	3645.00	0.00	12	303.75
	Jr. High Boys' Basketball	2430.00	6.00%	2430.00	0.00		
	Jr. High Boys' Basketball	2430.00	6.00%	2430.00	0.00		
	Elementary Boys' Basketball	1215.00	3.00%	1215.00	0.00		
	Head Track	4860.00	12.00%	4860.00	0.00	12	405.00
	Asst. Track	3645.00	9.00%	3645.00	0.00	12	303.75
	Jr. High Track	2430.00	6.00%	2430.00	0.00		
	Annual Advisor	810.00	2.00%	810.00	0.00		
	Banquet Advisor	405.00	1.00%	405.00	0.00		
	Prom Advisor	607.50	1.50%	607.50	0.00		
	Cheerleading Football	607.50	1.50%	607.50	0.00		
	Cheerleading BB	1012.50	2.50%	1012.50	0.00		
	Magazine Sales	405.00	1.00%	405.00	0.00		
	Newspaper Advisor	810.00	2.00%	810.00	0.00		
	Danceline Advisor	607.50	1.50%	607.50	0.00		
	Speech Coach	3645.00	9.00%	3645.00	0.00	12	303.75
	Choral Music Coach	3645.00	9.00%	3645.00	0.00		
	Instrumental Music Coach	3645.00	9.00%	3645.00	0.00		
	Drama Coach	1215.00	3.00%	1215.00	0.00		
	Honor Society	810.00	2.00%	810.00	0.00		
	Student Council	810.00	2.00%	810.00	0.00		

TOTAL % INC.		WYNDMERE PUBLIC SCHOOL				% TFFR PD									
1.29%		2022-2023 SALARY SCHEDULE				20.75%									
NEW MONEY		INCMT #1		INCMT #2		LANE PAY		ADDITIONAL STEPS		ADDITIONAL STEPS		ADDITIONAL STEPS		FRINGE INCREASE	
\$20,051		2021-2022		2021-2022		2021-2022		0		0		0		0.00	
40500		450		500		500		0		0		0		0.00	
2022-2023		2022-2023		2022-2023		2022-2023		INCREASE		INCREASE		INCREASE		EXTRA-CUR INCREASE	
40500		450		500		500		0		0		0		2.22%	
INCREASE		INCREASE		INCREASE		INCREASE		0		0		0		0	
0		0		0		0		0		0		0		0	

YEARS EXP	add \$2000 for Masters		add \$200 for Masters		add \$2000 for Masters		add \$2000 for Masters		add \$2000 for Masters		add \$2000 for Masters	
	BS	BS+10 SEM	BS+20 SEM	MASTERS BS+30 SEM	MS+10 SEM BS+40 SEM	MS+20 SEM BS+50 SEM	MS+30 SEM BS+60 SEM	MS+40 SEM BS+70 SEM	MS+50 SEM BS+80 SEM			
0	40500	41000	41500	42000	42500	43000	43500	44000	44500			
1	40950	41500	42000	42500	43000	43500	44000	44500	45000			
2	41400	42000	42500	43000	43500	44000	44500	45000	45500			
3	41850	42500	43000	43500	44000	44500	45000	45500	46000			
4	42300	43000	43500	44000	44500	45000	45500	46000	46500			
5	42750	43500	44000	44500	45000	45500	46000	46500	47000			
6	43200	44000	44500	45000	45500	46000	46500	47000	47500			
7	43650	44500	45000	45500	46000	46500	47000	47500	48000			
8	44100	45000	45500	46000	46500	47000	47500	48000	48500			
9	44550	45500	46000	46500	47000	47500	48000	48500	49000			
10		46000	46500	47000	47500	48000	48500	49000	49500			
11		46500	47000	47500	48000	48500	49000	49500	50000			
12		47000	47500	48000	48500	49000	49500	50000	50500			
13			48000	48500	49000	49500	50000	50500	51000			
14			48500	49000	49500	50000	50500	51000	51500			
15			49000	49500	50000	50500	51000	51500	52000			
16				50000	50500	51000	51500	52000	52500			
17				50500	51000	51500	52000	52500	53000			
18				51000	51500	52000	52500	53000	53500			
19					52000	52500	53000	53500	54000			
20					52500	53000	53500	54000	54500			
21					53000	53500	54000	54500	55000			
22						54000	54500	55000	55500			
23						54500	55000	55500	56000			
24						55000	55500	56000	56500			
25							56000	56500	57000			
26							56500	57000	57500			
27							57000	57500	58000			

Career Increment 2.5% of (BS +60, Step 27) 59450

Wyndmere Public School
2022-2023
Extracurricular Schedule

		2021-2022	Multiplier %	2022-2023	Increase 2022-2023	# Weeks	Weekly Wage
21-22 Base 40500	Head Football	4860.00	12.00%	4860.00	0.00	12	405.00
	Asst. Football	3645.00	9.00%	3645.00	0.00	12	303.75
	Asst. Football	3645.00	9.00%	3645.00	0.00	12	303.75
	Jr. High Football	2430.00	6.00%	2430.00	0.00		
	Jr. High Football	2430.00	6.00%	2430.00	0.00		
22-23 Base 40500	Head Volleyball	4860.00	12.00%	4860.00	0.00	12	405.00
	Assistant Volleyball	3645.00	9.00%	3645.00	0.00	12	303.75
	Assistant Volleyball	3645.00	9.00%	3645.00	0.00	12	303.75
	Jr. High Volleyball	2430.00	6.00%	2430.00	0.00		
	Head Girls' Basketball	4860.00	12.00%	4860.00	0.00	12	405.00
	Asst. Girls' Basketball	3645.00	9.00%	3645.00	0.00	12	303.75
	Asst. Girls' Basketball	3645.00	9.00%	3645.00	0.00	12	303.75
	Jr. High Girls' Basketball	2430.00	6.00%	2430.00	0.00		
	Jr. High Girls' Basketball	2430.00	6.00%	2430.00	0.00		
	Elementary Girls' Basketball	1215.00	3.00%	1215.00	0.00		
	Head Boys' Basketball	4860.00	12.00%	4860.00	0.00	12	405.00
	Asst. Boys' Basketball	3645.00	9.00%	3645.00	0.00	12	303.75
	Asst. Boys' Basketball	3645.00	9.00%	3645.00	0.00	12	303.75
	Jr. High Boys' Basketball	2430.00	6.00%	2430.00	0.00		
	Jr. High Boys' Basketball	2430.00	6.00%	2430.00	0.00		
	Elementary Boys' Basketball	1215.00	3.00%	1215.00	0.00		
	Head Girls' Track	4860.00	12.00%	4860.00	0.00	12	405.00
	Asst. Track	3645.00	9.00%	3645.00	0.00	12	303.75
	Jr. High Track	2430.00	6.00%	2430.00	0.00		
	Annual Advisor	810.00	2.00%	810.00	0.00		
	Banquet Advisor	405.00	1.00%	405.00	0.00		
	Prom Advisor	607.50	1.50%	607.50	0.00		
	Cheerleading Football	607.50	1.50%	607.50	0.00		
	Cheerleading Basketball	1012.50	2.50%	1012.50	0.00		
	Magazine Sales	405.00	1.00%	405.00	0.00		
	Newspaper Advisor	810.00	2.00%	810.00	0.00		
	Danceline Advisor	607.50	1.50%	607.50	0.00		
	Speech Coach	3645.00	9.00%	3645.00	0.00	12	303.75
	Choral Music Coach	3645.00	9.00%	3645.00	0.00		
	Instrumental Music Coach	3645.00	9.00%	3645.00	0.00		
	Drama Coach	1215.00	3.00%	1215.00	0.00		
	Honor Society	810.00	2.00%	810.00	0.00		
	Student Council	810.00	2.00%	810.00	0.00		