

WESTHOPE PUBLIC SCHOOL DISTRICT

2022-2023

NEGOTIATED TEACHER CONTRACT

The School Board of the Westhope School District, hereinafter referred to as the Board, and Westhope Education Association, hereinafter referred to as the Association, do hereby agree the welfare of the children of Westhope School District is paramount in the operation of the school and will be promoted by both parties.

ARTICLE I. ASSOCIATION RIGHTS

A. Association Business

The Association may be allowed to use district owned equipment and facilities to the extent that they do not interfere, or interrupt school activities provided approval has been received for materials used.

B. Association Leave

The Westhope School District will allow the Association two (2) days leave per biennium for the purpose of conducting Association business. No deduction shall be made from any individual staff member's salary; however, the Association shall be responsible for reimbursing the district the full cost of substitute teachers.

ARTICLE II. NEGOTIATIONS

The parties will negotiate in accordance with the statutory provisions of the North Dakota Century Code, as amended, and those provisions are further defined by the North Dakota Supreme Court.

The negotiation procedure to be used will be determined by the Parties prior to the first negotiation meeting.

ARTICLE III. SALARIES AND BENEFITS

A. Salary Schedule

The salary schedule for classroom teachers shall be set forth in Schedule I of the Appendix, which is hereby incorporated by reference.

B. Health Insurance

The Board shall provide the full value of a single health insurance plan for 2022-2023 towards one or a combination of the following: annual premium for teachers wishing to participate in the district group NDPHIT health insurance program (BCBS), MET Life Supplemental and Disability Insurance, Medical Spending, Flex or Dependent Care Flex according to IRS maximum allowable contributions. For teachers hired prior to September 1, 2021, that choose **NOT** to participate in the aforementioned options, they may elect to receive their **FULL** benefit as cash, less 7.65% for employer FICA/Medicare taxes, to be contributed into a 403(b)-retirement account (after employee taxes are withheld).

K. School Improvement Chairperson(s)

The position of the Westhope School Improvement Chair will receive a payment of \$1000 as compensation for his / her duties. If the position is shared, payment will be divided accordingly.

ARTICLE IV. LEAVE

A. Sick Leave

Thirteen (13) days of sick leave will be allowed per year and will be accumulative to ninety (90) days. Any employee who claims more than three (3) consecutive days must have a doctor's certificate so stating need if requested by the Administration. Sick leave is to be used for personal, spouse or dependent's illness, medical appointments, or disability.

B. Funeral/Bereavement Leave

Absence with pay of up to three (3) days shall be allowed in event of the death of a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, niece, nephew and like in-laws. Up to Two Sick Leave Days may be used for any other funeral. Requests shall be approved by the Administrator.

C. Bonding Leave

A leave of absence without pay or eligibility of other benefits for a period of up to **twelve** weeks may be allowed a teacher in the event of childbirth for the purpose of bonding. Requests for Bonding Leave shall be made to the Administrator at least sixty (60) days prior to the expected date of delivery.

D. Professional Leave

Teachers may be granted Professional Leave with pay by the Administrator for the purpose of attending professional activities related to an area of their assigned instructional responsibility. Such requests shall be made at least five (5) days prior to the activity.

E. Sabbatical Leave

Teachers may be granted leave without pay or benefits for up to one year provided the request is made to the Administrator by May 1 of the current school year and provided a suitable replacement can be employed.

F. Personal Leave

Teachers shall be allowed four (4) days with pay of Personal Leave annually. Unused Personal Leave will be accumulative up to seven (7) days. At the end of the current school year if employee has accumulated five or more days they may be reimbursed for unused Personal Days at the current full day substitute pay rate on any days over the allowable 7 days. Application for Personal Leave must be filed with the Administrator at least 48 hours in advance of the leave. Personal Leave shall not be granted more than one (1) elementary and (1) secondary teacher on any given day. Additional staff members may be granted leave by the Administrator in such instances where it is felt that teaching assignments can be covered.

G. Unpaid Leave

Unpaid Leave may be allowed at the approval of the School Board for reasons not previously addressed in Article IV.

ARTICLE VI. INCIDENTAL DUTIES

Teachers shall be assigned such incidental duties as necessary to insure the smooth operation of the total educational program of the Westhope Public School. When applicable:

- a. Teachers acting as a bus driver for extra-curricular activities shall be paid a competitive hourly wage as deemed appropriate by the administration.
- b. Teachers assigned classroom duties for another when a substitute is not available shall be paid \$22.50 per period when it is done during their prep time.
- c. Teachers assigned Ticket Taking Duty at home athletic contests shall be paid as follows:
 - a. Football - \$20
 - b. BB – A, B Squad Games - \$20
 - c. BB – A, B, C Squad Games - \$30
 - d. BB – A, B Squad Double Header - \$30
- d. Teachers serving as pep bus chaperones shall be paid \$10.00 for trips of 75 miles or less, \$15.00 for trips of 76-125 miles, and \$20.00 for all trips over 125 miles.
- e. All Westhope Public School staff shall be admitted free of charge to all home athletic contests in appreciation for all extra duties performed.
- f. Teachers running the clock and keeping book shall be paid \$10.00 per game.

ARTICLE VII. ADDITIONAL TRAINING REQUIREMENTS

All teachers are required to meet the minimum requirement for additional training as required by the Department of Public Instruction and the North Dakota Educator Standards and Practices Board. The teacher shall inform the Superintendent of additional credit hours and in-service clock hours earned no later than September 1st of the current contract school year.

ARTICLE VIII. COMPLAINTS

No action shall be taken by a supervisor against a teacher, nor shall any notice thereof be placed in a teacher's personnel file upon a complaint communicated by a parent, student, patron, or another teacher until the complaint has been properly reported to the teacher.

ARTICLE IX. SCHOOL CALENDAR

The Association may submit a proposed school calendar, consisting of 175 pupil contact, two (2) NDEA or Professional Development days, three (3) legal holidays, and two (2) teacher workshop days, to the Administrator for presentation to the School Board prior to February 1 of each year. The Board shall review the calendar without commitment of adoption. The school day for the classroom teachers shall be from one-half (1/2) hour prior to opening student activities and shall end one-half (1/2) hour after dismissal of the last regular class period except Fridays, the day before holidays, and other days approved by the Administration.

- A. Additional contract day(s) added to the calendar above 182 shall be paid at the daily rate for each employee.

ARTICLE X. MISCELLANEOUS PROVISIONS

A. Effect of Contract

The Board and Association agree the terms and conditions set forth in the Contract represent the full and complete understanding and commitment between the Parties and that said terms and conditions may not be altered, changed, added to, deleted from, or modified without the mutual consent of the Parties in amendment, written and attached and made part of this Contract.

B. Savings Clause

Should any article, section or clause of this Contract be declared illegal or void by a court of competent jurisdiction, said article, section or clause shall be automatically deleted from this Contract to the extent it

Appendix D: 2022-2023 Certified Staff Salary Schedule

Years Experience	BS	BS+8	BS+16	BS+24	MS/BS +32	MS/BS +40	MS+8/BS+48	MS+24/BS+56
0	\$ 40,150	\$ 40,750	\$ 41,350	\$ 41,950	\$ 42,550	\$ 43,150	\$ 43,750	\$ 44,350
1	\$ 40,750	\$ 41,350	\$ 41,950	\$ 42,550	\$ 43,150	\$ 43,750	\$ 44,350	\$ 44,950
2	\$ 41,350	\$ 41,950	\$ 42,550	\$ 43,150	\$ 43,750	\$ 44,350	\$ 44,950	\$ 45,550
3	\$ 41,950	\$ 42,550	\$ 43,150	\$ 43,750	\$ 44,350	\$ 44,950	\$ 45,550	\$ 46,150
4	\$ 42,550	\$ 43,150	\$ 43,750	\$ 44,350	\$ 44,950	\$ 45,550	\$ 46,150	\$ 46,750
5	\$ 43,150	\$ 43,750	\$ 44,350	\$ 44,950	\$ 45,550	\$ 46,150	\$ 46,750	\$ 47,350
6	\$ 43,750	\$ 44,350	\$ 44,950	\$ 45,550	\$ 46,150	\$ 46,750	\$ 47,350	\$ 47,950
7	\$ 44,350	\$ 44,950	\$ 45,550	\$ 46,150	\$ 46,750	\$ 47,350	\$ 47,950	\$ 48,550
8	\$ 44,950	\$ 45,550	\$ 46,150	\$ 46,750	\$ 47,350	\$ 47,950	\$ 48,550	\$ 49,150
9	\$ 45,550	\$ 46,150	\$ 46,750	\$ 47,350	\$ 47,950	\$ 48,550	\$ 49,150	\$ 49,750
10	\$ 46,150	\$ 46,750	\$ 47,350	\$ 47,950	\$ 48,550	\$ 49,150	\$ 49,750	\$ 50,350
11	\$ 46,750	\$ 47,350	\$ 47,950	\$ 48,550	\$ 49,150	\$ 49,750	\$ 50,350	\$ 50,950
12		\$ 47,950	\$ 48,550	\$ 49,150	\$ 49,750	\$ 50,350	\$ 50,950	\$ 51,550
13		\$ 48,550	\$ 49,150	\$ 49,750	\$ 50,350	\$ 50,950	\$ 51,550	\$ 52,150
14			\$ 49,750	\$ 50,350	\$ 50,950	\$ 51,550	\$ 52,150	\$ 52,750
15			\$ 50,350	\$ 50,950	\$ 51,550	\$ 52,150	\$ 52,750	\$ 53,350
16				\$ 51,550	\$ 52,150	\$ 52,750	\$ 53,350	\$ 53,950
17				\$ 52,150	\$ 52,750	\$ 53,350	\$ 53,950	\$ 54,550
18					\$ 53,350	\$ 53,950	\$ 54,550	\$ 55,150
19					\$ 53,950	\$ 54,550	\$ 55,150	\$ 55,750
20					\$ 54,550	\$ 55,150	\$ 55,750	\$ 56,350
21					\$ 55,150	\$ 55,750	\$ 56,350	\$ 56,950
22						\$ 56,350	\$ 56,950	\$ 57,550
23						\$ 56,950	\$ 57,550	\$ 58,150
24							\$ 58,150	\$ 58,750
25							\$ 58,750	\$ 59,350
26								\$ 59,950
27								\$ 60,550

Health Benefit: Full Value of a Single BCBS Health Plan from NDPHIT