

AGREEMENT

between

**WEST FARGO PUBLIC SCHOOL DISTRICT NO. 6 and
THE WEST FARGO EDUCATION ASSOCIATION**

2021-2023

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THE WEST FARGO EDUCATION ASSOCIATION
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THIS AGREEMENT is made and entered into as of the 1st day of July, 2021 by and between the School Board of West Fargo Public School District No. 6 of Cass County, North Dakota, hereinafter referred to as the “District” and the West Fargo Education Association, hereinafter referred to as the “Association.”

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. After recognition as the representatives of West Fargo Public School District #6 teachers in accordance with Chapter 15.1-16 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 of the North Dakota Century Code.

Section 2. Request to Negotiate Agreement. Either party to this Agreement may reopen all or any portion of this Agreement on its annual anniversary date by giving notice of its desire to reopen the Agreement to the other party not less than ninety (90) days prior to the annual anniversary date. 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. Within thirty days after notice is given, as provided in Section 2 hereof, the parties shall meet at a mutually convenient time and date. Thereafter, 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 at the request of either party and may be terminated earlier by mutual agreement. Official

minutes of the meeting 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 Committee. 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 negotiations.

Section 7. Caucus. Either party may request a recess for the purpose of caucusing with its representatives at any time during negotiation meetings.

ARTICLE III. IMPASSE PROCEDURE

Section 1. Local Advisory Board. If an impasse is reached during negotiations, the matter may be submitted to an advisory board within ten days after the request of either party. The impasse panel, hereinafter referred to as the “panel,” shall consist of three persons to be selected in the following matter; one person appointed by the District, one person appointed by the Association, and a third person selected by the representatives of the District and the Association. The third person selected shall act as chairperson of the panel and shall be selected from a list of ten individuals agreed upon by the representatives of the parties at the beginning of the negotiations. The list of ten individuals shall be prepared as follows: The Board representatives shall submit ten names of residents of the District to the Association representatives who shall eliminate five names. The Association shall submit ten names of residents of the District to the District who shall eliminate five names. The remaining individuals shall be considered the list of ten from which the chairperson of the panel is selected.

If the representatives of the parties cannot agree on a chairperson within six days after their appointments, they shall determine by lot who shall strike first from the list of ten names and thereafter alternately strike names until one name remains on the list and the remaining person shall act as chairperson.

The panel shall meet with both parties or their representatives, either jointly or separately, in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The

panel shall meet with the parties within five days after their appointment. If the panel is unable to affect a settlement within five days thereafter, it shall prepare a written report of the proceedings including the items which have been resolved and the items which remain at impasse which shall be submitted to the parties.

Section 2. Fact-Finding. If a settlement is not reached after the impasse panel has submitted its written findings to the parties, either party may notify the fact-finding commission as provided in Chapter 15.1-16 of the North Dakota Century Code.

Section 3. Costs. Costs and expenses which may be incurred in securing and utilizing the services of the impasse panel or the state fact-finding commission shall be shared equally by the District and the Association.

ARTICLE IV. SALARIES

Section 1. Salary Schedule. The salary schedule for the teachers of this District for the school year shall be set forth on Schedule I.

Section 2. Activity Pay Schedule. Subject to the following terms and conditions, the activity pay schedule for the District shall be as set forth on Schedule II.

- (a) The activity salaries for schedules II, III and IV will be based on a percentage derived from \$38,423 ~~in 2019-20 and in 2019-21.~~
- (b) The District shall have the option of offering or not offering to any individual an activity duty from year to year.
- (c) The number and type of activity duty assignments shall be the sole responsibility of the District.
- (d) The District has the right to change any activity salary amount so as to be in compliance with state or federal regulations.

Section 3. Department Heads, Team Leader, and Elementary Leaders. Any teacher who functions as a department head, team leader, or elementary leader shall receive additional salary as set forth on Schedule III. Appointment to these positions shall be made by the building principal and shall be reviewed annually by the building principal. The duties and responsibilities of these positions shall be determined and assigned by the building principal.

Section 4. Extra Duty Pay. ~~This Section and Schedule IV apply to high school positions only.~~ By this Section and a listing of certain duties in Schedule IV, it is not intended to imply there are, or will be, no other extra duties at the ~~high school.~~ secondary level. It is intended to recognize that certain extra duties, those listed in Schedule IV, require more time to perform than other extra

duties and thus compensation has been provided for such duties. Subject to the following terms and conditions, the extra duty pay schedule for the District shall be as set forth in Schedule IV:

- (a) The number and type of extra duty assignments shall be the sole responsibility of the District.
- (b) Selection of the teachers to fill the extra duty positions will be at the sole discretion of the high school principal.
- (c) Detention and hall supervision duties are included within each teacher's contract and are not extra duties. Teachers will be assigned detention and hall supervision duties by the high school principal in his/her sole discretion. No additional compensation will be paid for detention and hall supervision duties. Detention supervision duties will be performed until the end of the detention period.

Section 5. Mileage. Mileage will be paid to teachers (including teachers with coaching assignments) who must travel and use their own vehicles on official District business authorized in advance by the assigned building principal at a rate equal to that paid by the state government to its employees.

Section 6. Co-Curricular Experience Salary. ~~For the 2019-20 school year, experience salary will be awarded only for coaching in the District. Effective with the 2020-21 school year,~~ Coaches entering the system who are also employed as contracted teachers, will be given one year of credit for each year of applicable coaching experience up to 10 years.

Experience salary will be determined by multiplying the total base salary for each position times 3.5% (.035) times the number of years of experience. A maximum of ten years of experience will be recognized.

Individuals supervising an activity, who are not otherwise West Fargo Public School District employees, will not receive experience credit until after the completion of their fifth year of supervision. Experience will be awarded to such individuals at the fifth step after five years and each year thereafter until the maximum of ten years is reached.

Experience shall follow the supervisor or coach from one activity to another and from one level to another without loss of experience credit.

Section 7. Concert Honorarium. The duties of a music teacher include preparing students for public performances and organizing and holding public performances, including concerts. Recognizing that some concerts are held outside of the contract day, music teachers may receive an honorarium for concerts held outside of the contract day subject to the following terms and conditions:

- (a) The concert honorarium shall be \$50.00 per eligible concert for each participating music teacher responsible for conducting the concert event.
- (b) An “eligible concert” is a concert held outside of the contract day with performances by one or more student musical groups. Each eligible concert must have defined start and end times.
- (c) The Human Resource Director, in her/his sole discretion, shall determine which concerts are eligible for the concert honorarium.
- (d) Music teachers receiving an activity salary as set forth on Schedule II Activity Pay Schedule are not eligible for an honorarium for concerts by the groups for which they receive the activity salary.

Section 8. National Certification Stipend. Commencing the year Certification is obtained, each eligible teacher achieving National Board Certification by the National Board for Professional Teaching Standards, shall receive a stipend of \$2,000 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 completion of the school year.

Commencing the year Certification is obtained, each eligible Speech Language Pathologist achieving the Certificate of Clinical Competence-American Speech-Language Hearing Association (ASHA) certification, shall receive a stipend of \$2,000 each school year. 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.

Commencing the year Certification is obtained, each eligible School Psychologist achieving the National Certified School Psychologist (NCSP) Certification shall receive a stipend of \$2,000 each school year. To be eligible to receive the stipend a School Psychologist must complete his/her contract with the District for the school year. The stipend shall be paid after completion of the school year.

For all aforementioned groups, the stipend shall be prorated in accordance with the length of the contract for part-time contracts and contracts that commence after the beginning of the contract year. If the certification is attained during the school year, the stipend shall be prorated accordingly.

ARTICLE V. ADVANCEMENT ON SALARY SCHEDULE

Section 1. Credits. Methods of counting credits earned beyond the Bachelor's degree for salary purposes and credits earned toward a change in education level beyond the Bachelor's degree shall conform to the following qualifications:

- (a) To achieve the Bachelor's degree plus 15 lane at least eight of the 15 semester hours must be earned in the field in which the teacher is licensed.
- (b) To achieve the Bachelor's degree plus 30 lane at least 15 of the 30 semester hours must be earned in the field in which the teacher is licensed.
- (c) To achieve the Master's degree lane or beyond, one must have completed a Master's program in the field in which the teacher is licensed, or one approved, in advance, by the superintendent.
 - (1) To achieve the Master's plus 15 lane at least eight of the 15 semester hours must be earned in the field in which the teacher is certified.
 - (2) To achieve the Master's plus 30 lane at least 15 of the 30 semester hours must be earned in the field in which the teacher is certified.
- (d) All credits must be approved by the superintendent before credit on the salary schedule will be granted.
- (e) Teachers should confer with the superintendent before enrolling in courses to ensure that credits earned will count toward a change in the education level.
- (f) Teachers are responsible for keeping their records of credits earned up to date in the superintendent's office.

Section 2. Continuing Education Requirements. Every teacher in the District must successfully complete at least four semester or six quarter hours of advanced work in his/her major or minor field, or other courses approved by the superintendent, by the end of each succeeding five-year period of employment. All such credits must be approved by the superintendent.

The "five-year period" referred to herein shall correspond to the five-year term of the teacher's teaching license issued by the North Dakota Education Standards and Practices Board. For those teachers holding a life certificate, it shall mean each five-year term commencing with the last reporting date to the District under prior negotiated agreements. For those teachers holding a two-year entrance certificate the first five-year period shall commence upon termination of such entrance certificate.

Section 3. Step Advancement. For a teacher to advance to the next step on the salary schedule, he/she must have presented evidence of successfully completing the continuing education requirements as required by Section 2 of this Article *on or before October 1*. A teacher who fails to complete the continuing education requirements will not advance on the salary schedule until the additional education requirements have been completed. *Except as provided in Section 6 of this Article, no teacher shall advance a step on the salary schedule after October 1*. Under no circumstances shall a teacher advance more than one step on the salary schedule in any one year.

Section 4. Experience and Education Credit. Each teacher's contract shall state the number of years of experience credited to the teacher and the accepted level of education for which he/she is paid.

Section 5. Experience Credit for Teachers Entering the System. For the 2021-22 School year, teachers entering the system will be given one year's credit for each year of teaching experience up to 15 16 years. For the 2022-23 School year, teachers entering the system will be given one year's credit for each year of teaching experience up to 17 years. When computing part-time contracted teaching experience, all fractional years shall be totaled to determine full-time equivalent years. Partial years shall then be rounded to the nearest whole number, and the teacher will be placed on the calculated step. This section shall also apply to all teachers who have retired or resigned from the District and are re-employed by the District.

Section 6. Occupational Experience. Up to 5 years of Occupational Experience may be granted at the sole discretion of the superintendent or his/her designee, if such experience is deemed appropriate and assists with the recruitment of the most qualified candidate.

~~Catch-up provision: If such occupational experience is granted to a newly hired candidate by Superintendent's sole discretion, teachers who have been hired into a teaching position in that specific content area within the last 5 years, and who possess relevant occupational experience in their teaching area, but did not receive credit for such relevant occupational experience shall have the opportunity to petition the superintendent for revised placement on the salary schedule to recognize up to 5 years of relevant occupational experience. The teacher shall be responsible for initiating this review and providing documentation regarding the occupational experience to be considered no later than February 15 of the contract year in which such occupational credit was granted to the newly hired teacher in that specific content area. If the petition is granted, the teacher shall be advanced on the salary schedule to the appropriate step effective with the first contract day of the current year and shall proceed from that newly placed step forward. No retroactive pay~~

~~for previous contract years shall be made for this advanced placement. This Catch-up provision shall be in effect through June 30, 2020 at which time this Catch-up provision shall be discontinued.~~

Section 7. Lane Changes. A professional employee shall change a lane in the salary schedule:

- (a) Effective on the first contract day of the school year provided that the employee has filed all required verification of coursework subject to verification and approval as delineated in articles (c) and (d) below on or before October 15th.
- (b) Effective on the first contract day in January provided that the employee has filed all required verification of coursework subject to verification and approval as delineated in articles (c) and (d) below on or before February 15th.
- (c) Upon filing in the superintendent's office, a transcript certifying completion of credits in accordance with Section 1. hereof;
- (d) Upon the verification and approval of the credits by the superintendent; and
- (e) When receiving a lane change, teachers shall move vertically down one step on the salary schedule provided they have not already advanced one step on the salary schedule for that year. Under no circumstances shall a teacher advance more than one step on the salary schedule in any one year.

ARTICLE VI. FRINGE BENEFITS

Section 1. Health Insurance. Group health insurance is available to all teachers employed by the District. ~~The current plan shall be a \$500 deductible plan.~~ The commencement of coverage and terms of coverage shall comply with policy specifications.

- (a) The District currently pays the following percentages of the monthly health insurance premium for teachers with a full-time contract (the "District Contribution"):
 - (1) 85% of the single or single plus dependent monthly premium;
 - (2) 75% of the family monthly premium.
 - (3) A pro rata portion of the District Contribution, based upon the teacher's contract, will be paid by the District for all teachers with less than a full-time contract and the balance of the monthly premium will be deducted from such teacher's salary. Provided, however, the monthly contribution by the District shall never exceed the teacher's total monthly premium.

~~(b) For the 2019-2020 school year, the District Contribution outlined under section 1. (a) shall be adjusted as follows:~~

~~(1) The District shall pay the following percentages of the monthly health insurance premium for teachers with a full-time contract (the “District Contribution”):~~

~~i. 83.85% of the single or single plus dependent monthly premium;~~

~~ii. 73.85 of the family monthly premium.~~

~~(c) For the 2020-2021 school year, the District Contribution outlined under section 1. (a) shall be adjusted as follows:~~

~~(1) The District shall pay the following percentages of the monthly health insurance premium for teachers with a full-time contract (the “District Contribution”):~~

~~i. 85% of the single or single plus dependent monthly premium;~~

~~ii. 75% of the family monthly premium.~~

~~(2) However, the District Contribution shall be adjusted based on the recommendation of the Health Insurance Committee, based on the following criteria:~~

~~i. If the suggested funding level equals 10.0% or higher, the percentages of District Contribution shall revert to no lower than 83.85% (single or single plus dependent) and 73.85% (family);~~

~~ii. If the suggested funding level is below 10.0%, the percentage of District Contribution shall be adjusted so that the budget impact to the school district for existing employees does not exceed 10.0%, but in no instance shall the percentages of the District Contribution exceed the high end of the range (85% and 75%).~~

(b) For the 2021-2022 school year, the District Contribution outlined under section 1. (a) shall be adjusted as follows:

(1) The District shall pay the following percentages of the monthly health insurance premium for teachers with a full-time contract (the “District Contribution”):

i. 83.85% of the single or single plus dependent monthly premium;

ii. 73.85% of the family monthly premium.

(c) For the 2022-2023 school year, the District Contribution outlined under section 1. (a) shall be adjusted as follows:

(1) The District shall pay the following percentages of the monthly health insurance premium for teachers with a full-time contract (the “District

Contribution”):

- i. 83.85% of the single or single plus dependent monthly premium;
- ii. 73.85% of the family monthly premium.

(2) However, the District Contribution shall be adjusted based on the recommendation of the Health Insurance Committee.

(d) A Health Insurance Committee comprised of nine voting members and two nonvoting advisory members distributed among the categories of staff will study health care issues and plans. All voting members of the committee must be current policy holders of the health insurance plan. The committee shall consist of two District office administrators, one building level administrator, four teachers appointed by the Association, and two support staff, mutually agreed upon by the Board and Association. These are the voting members of the District Health Insurance Committee. One district administrator and one school board member will serve as advisory members with voice but no vote. The voting members of this committee may recommend plan design elements such as the insurance carrier, policy type, (including benefits, deductibles, coinsurance and co-pays). For school years 2021-2023, the district will ensure a target investment in non-grant people expenditures of 84%, up to 85% to ensure any potential adjustments in health insurance are modified in order to maximize total compensation packages for teachers.

~~(e) Upon the recommendation of the District Health Insurance Committee and approval by the West Fargo School Board and the West Fargo Education Association Executive Board, changes in the Group Health Insurance Plan will become part of the negotiated agreement.~~

(e) Upon the recommendation of the District Health Insurance Committee and approval by West Fargo Education Association Executive Board, the West Fargo School Board may approve plan design element changes, other than those prescribed by law, in the Group Health Insurance Plan.-

Section 2. Dental and Vision Insurance. Group dental and vision insurance is available to all teachers employed by the District. Such teachers may be included in the plan at their option upon the following conditions:

- (a) The commencement of coverage and the term of coverage shall comply with the provisions of the dental and vision insurance plans purchased by the District.
- (b) The District will pay one hundred percent (100%) per month of a single monthly premium for teachers with a full-time contract. A pro rata portion of the premium, based upon the teacher's contract, will be paid by the District for all teachers with less than a full-time contract and the balance of the monthly premium will be deducted from such teacher's salary. Provided however, the monthly contribution by the District shall never exceed the teacher's total monthly premium.
- (c) A teacher may elect family dental and/or vision coverage. Upon such election, the difference between the single premium and the family premium will be deducted from the teacher's salary.

Section 3. Disability Insurance. Disability insurance for all teachers employed one-half time or more by the District will be provided by the District.

Section 4. Sick Leave. All teachers shall be eligible for sick leave days as follows: Each teacher shall receive twelve (12) days sick leave annually. A teacher may accumulate any unused days of sick leave from year to year to a total of not more than one hundred twenty (120) days. At the conclusion of the contract year, a teacher who ends the year with 113 or more accumulated sick leave days, will receive one (1) additional personal leave day added to their year-end personal leave balance in exchange for five (5) days of sick leave. This personal leave day shall be in addition to any other personal leave that has been earned by the teacher. If the addition of this day results in the teacher exceeding the maximum number of personal leave days that are allowed to carry over to the following school year, this additional day shall be paid to the teacher in the same manner as other personal leave payouts as specified in Article VI, Section 6, Subsection (d).

- (a) No sick leave days shall accumulate while a teacher is on leave without pay.
- (b) A teacher whose employment commences at other than the beginning of the contract year shall receive sick leave prorated based upon the length of such teacher's contract for the year employed.

- (c) A “day” for the purpose of this Section shall be a contract day as set forth in the individual contract of each teacher.
- (d) A teacher reemployed in the District after an absence ~~of at least one semester~~, other than an absence on leave without pay, shall be deemed to be in the first year of employment with the District for sick leave purposes.
- (d) Sick leave may be used for the surgery or illness of a teacher’s spouse or the surgery or illness of a teacher’s child under the age of twenty-one.
- (e) After first using all emergency leave, a teacher may request up to five days per year of sick leave for the care of the teacher’s parent/step-parent, or the teacher’s child age 21 or older, who has a serious health condition. A request to use sick leave for such purpose shall be submitted to the Superintendent or his/her designee, and the granting or denial of such leave shall be in the sole discretion of the Superintendent or his/her designee.
- (f) Upon retirement from the District, eligible teachers with ten to nineteen (10-19) completed years of service in the West Fargo school District will receive payment for any unused sick leave days not to exceed forty-five (45) days at the ~~rate of \$100 per day~~. substitute teacher rate then in effect in the District. Eligible teachers with twenty (20) or more completed years of service in the West Fargo school District will receive payment for any unused sick leave days not to exceed sixty (60) days at the ~~rate of \$100 per day~~. substitute teacher rate then in effect in the District. The unused sick leave days eligible for payment must be full days, regardless of the full-time or part-time status of the teacher. To be eligible for this payment, the teacher must meet all the following requirements:
- (1) Have at least 10 years of continuous contracted teaching experience in the District;
 - (2) Be eligible for a non-reduced retirement benefit under Teachers Fund for Retirement, either by reaching the applicable rule: Rule of 85 or Rule of 90, or by attaining age sixty-five (65); and
 - (3) Formally declare their intention to retire by submission of a letter to the School Board no later than May 1.

Upon meeting all the above requirements, payment to the teacher shall be made through the regular payroll of the District no later than June 30th.

Section 5. Funeral Leave. All teachers are eligible for funeral leave, without loss of pay, during the school year. In the event of the death of a member of the immediate family (spouse, parent, step-parent, foster parent, sibling, step-sibling, child, step-child, foster child, grandparent, grandchild, parent-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law) each teacher shall receive up to five (5) school days of funeral leave per occurrence. For deaths other than the immediate family, a maximum of two (2) school days of funeral leave per year may be granted, without loss of pay. Requests for funeral leave shall be made to the building principal. The granting or denial of funeral leave other than for deaths in the immediate family should be determined by the building principal. Under extraordinary circumstances, additional paid funeral leave days may be approved at the sole discretion of the Superintendent of Schools or his/her designee.

Section 6. Personal and Emergency Leave. Each teacher shall be entitled to personal leave and emergency leave, without loss of pay, upon the following terms and conditions:

~~(a) For the 2019-2020 school year, teachers shall accrue personal leave as follows: Teachers who have less than 25 years of completed service in the district shall accrue two (2) days of personal leave during the school year accumulative to six (6) days. Teachers who have completed 25 years of service in the district shall accrue three (3) days of personal leave during the school year accumulative to six (6) days. To be applicable to this rule, only the years of service as a contracted employee in the West Fargo School District shall be counted.~~

(a) Beginning with the ~~2020-2021~~ 2021-2022 school year, teachers shall accrue personal leave as follows: Teachers who have less than ~~15~~ 10 years of completed service in the district shall accrue two (2) days of personal leave. Teachers who have completed ~~15~~ 10 to 24 years of service in the district shall accrue three (3) days of personal leave. Teachers who have completed 25 or more years of service in the district shall accrue four (4) days of personal leave. Personal leave shall accumulate to a maximum of six (6) days. A teacher reemployed in the District after an absence, other than an absence on leave without pay, shall be deemed to be in the first year of employment with the District for personal leave purposes.

(b) Personal leave may be taken at the discretion of the teacher upon 48 hours advance notice in writing to the building principal and subject to the following:

- (1) No more than 5% of the teachers in an elementary, middle or high school building (but not less than one), may receive personal leave at any one time;

provided further that such 5% limitation shall be reduced to 2.5% during scheduled parent/teacher conferences.

- (2) Under an extraordinary circumstance, a building principal, in his/her sole discretion, may waive the 48-hour notice requirement.

(c) Two (2) days of emergency leave during the school year for the following reasons:

- (1) the teacher is involved in a traffic accident occurring on their commute to work;
- (2) damage to the teacher's residence; flood, fire, or imminent damage due to systems failure needing immediate attention;
- (3) surgery or illness involving a member of the immediate family limited to the following: child over the age of 21, step-child over the age of 21, parent, stepparent, sibling, step-sibling, grandparent, grandchild, parent-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law or a member of the teacher's household for whom the teacher is the legal guardian;
- (4) health-related issues of a teacher's parent;
- (5) in the event a teacher is traveling away from his/her residence and prevented from reaching his/her building due to an involuntary delay. This is not to include the regular daily commute to work from the teacher's home; or
- (6) in the event the teacher's childcare provider is leaving the teacher without adequate care for the teacher's child.

(d) All requests for emergency leave shall be made to the building principal. The granting or denial of emergency leave shall be determined by the district administration. The circumstances of the emergency leave must fall clearly into one of the above categories in order to be approved as emergency leave.

(e) Teachers shall be paid at the end of the school year for unused personal leave days not eligible to carry forward to the following school year, at the substitute teacher pay rate then in effect in the District, provided no payment shall be made for a portion of an unused personal leave day of less than one tenth (1/10) day.

Section 7. Maternity Leave Bank Effective with the 2022-2023 school year, teachers may request up to 5 days of Maternity Donation under the following conditions:

(a) To receive Maternity Donation a teacher must:

- (1) Exhaust all sick leave.

- (2) Be within the doctor-certified period of disability.
- (b) Donations shall be collected in a donation bank. Donations may be solicited by HR up to 2 times per year based on the leave bank balance.
- (c) Donations shall be drawn from the donation bank on a first come, first served basis upon application. Remaining leave days shall be applied to the following year's bank.
- (d) The Maternity Donation leave bank shall be capped at 130 days and \$30,000 annual budgetary cost.
- (e) Donated days shall be considered transferred at the time of donation and shall not be returned.
- (f) The superintendent of schools shall establish rules and procedures for the implementation of the Maternity Donation bank as he or she shall, in his or her sole discretion, determine are necessary for its implementation.

Section 7.8. Teachers' Retirement. The District shall pay to the Teachers' Fund for Retirement eleven and seventy-five hundredths percent (11.75%) of a teacher's salary as payment of the teacher's contribution to the Fund.

Section 8.9. Duty Free Lunch. All teachers with a full-time contract shall have a duty free thirty (30) minute lunch period.

Section 9. 10. Association Leave. The Association shall be entitled to leave for the President of the Association or his/her designee, without loss of pay, during the school year to attend to Association business, upon the following terms and conditions:

- (a) The number of leave days shall be five (5) per year. The superintendent, in his/her sole discretion may approve additional days upon request of the Association President.
- (b) The President of the Association must give 48 hours advance notice in writing to the building principal and the superintendent. The 48-hour notice requirement may be waived at the sole discretion of the Superintendent.
- (c) The District will be responsible for all costs associated with the hiring of a substitute when the purpose for the leave is to collaborate with district administrators, school board members, principals and teachers. In any other instance, the Association shall reimburse the District for all costs associated with the hiring of a substitute teacher.

Section 10. 11. Adoption Leave. Any teacher employed by the District who has a child placed in his/her home for adoption, is entitled to five (5) days of adoption leave, subject to the following:

- (a) All requests for adoption leave shall be made to the building principal;

(b) The days shall be consecutive; and

(c) Each day of adoption leave taken shall be deducted from such teacher's sick leave.

Section ~~11~~ 12. Other Benefits.

- a. All teachers in the West Fargo School District will be covered by Social Security, North Dakota Teachers' Retirement, and North Dakota Worker's Compensation.

Section ~~12~~ 13. Catastrophic Leave. Teachers may receive catastrophic leave under the following conditions:

- (a) To be eligible for catastrophic leave, a teacher must:
- i. First qualify for sick leave under the sick leave provisions of this Agreement;
 - ii. Have less than 60 days of available sick leave and all other applicable paid leaves at the start of such sick leave;
 - iii. Have exhausted all sick leave and other applicable paid leaves; and
 - iv. The reason for the sick leave must be an illness or injury of an extraordinary or severe nature causing extreme hardship on the teacher.
- b. The granting or denial of catastrophic leave shall be in the sole discretion of the Superintendent of Schools.
- c. The Superintendent of Schools shall set the length of the catastrophic leave in his or her sole discretion but, in no event, shall it exceed 60 days.
- d. Catastrophic leave, once granted, shall be taken as follows:
- i. Catastrophic leave days granted, not to exceed 60, shall be taken from sick leave days donated by teachers for such purpose.
 - ii. Teachers shall be eligible to donate no more than one (1) day per occurrence.
- e. The Superintendent of Schools shall establish rules and procedures for the implementation of catastrophic leave as he or she shall, in his or her sole discretion, determine are necessary for its implementation.

Section ~~13~~ 14. Local Association President. The board may grant a leave of absence, not to exceed 20% of contract, to the president of the Association. The leave request, if approved, will be subject to the following requirements:

- (a) The board is reimbursed by the Association for the percentage of release time for the total cost of the salary and benefits paid to the President on student contact days. (b) The percentage of the leave will be subject to the approval of the superintendent.

ARTICLE VII. SCHOOL CALENDAR

Section 1. Advisory Committee. A school calendar proposal committee consisting of:

- (a) an assistant superintendent, who shall serve as committee chair;
- (b) one board member appointed by the Board;
- (c) three building principals, one from each level (K-5, 6-8, and 9-12) appointed by the superintendent;
- (d) an activities director;
- (e) three members of the Association appointed by the president of the Association, (one member each from grade levels K-5, 6-8, and 9-12);
- (f) three parents (who may not be WFPS employees), one each appointed by the assistant superintendent, the building principal, and the three Association members, (one parent member each who has a child in grade levels K-5, 6-8, and 9-12); and (g) two classified staff members shall be established.

The committee shall meet and prepare a proposed calendar which shall be submitted to the Board for approval no later than the first regularly scheduled board meeting in January of each year.

Section 2. Length of Calendar. The calendar shall consist of 188 days and include two pre-school workdays; two days for parent-teacher conferences; five staff development days; and one non-student contact teacher workday at the end of the school year.

Section 3. Alteration of Calendar. ~~If an alteration of the school calendar by the Board creates a hardship on an individual teacher, the teacher may discuss the hardship with the Board at a regular board meeting. Such hardship cases will be handled by the Board on an individual basis.~~

Should circumstances necessitate an adjustment to the adopted calendar, the superintendent shall reconvene the school calendar proposal committee for the purpose of discussing the need for modifications and any recommended modifications.

ARTICLE VIII. COMMUNICATIONS

Section 1. Advisory Communications Committee. An Advisory Committee, consisting of the Superintendent of Schools, a Board Representative, and a WFEA Representative will meet to collaborate at least three times each school year, at the request of any one of the members. The group's purpose is to provide a communication avenue among board, administration and employees:

- (a) To discuss systemic issues which have not been adequately addressed through normal chain-of-command problem solving;
- (b) To discuss ways in which system results might be improved in terms of efficiency or effectiveness;
- (c) To identify examples of good practice and successful communication for reinforcement and dissemination;
- (d) To advise the board and administration regarding the district's communication plan and strategies.

The board president, superintendent and WFEA president will collaboratively determine committee members each September. The committee will determine its own operational norms.

ARTICLE IX. GRIEVANCE PROCEDURE

Section 1. Statement of Principles. The objective of the grievance procedure is to ensure 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 the grievance procedure 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/her assigned work tasks during the grievance proceedings.
- (i) It is agreed that this grievance procedure shall be an 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 present and/or be represented by his/her 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 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 business manager 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. Notice may be made personally or by 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/her immediate supervisor.
- (b) Second Step. If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing with his/her immediate supervisor or principal within ten (10) days from the date of the occurrence of the event giving rise to the grievance. The immediate supervisor or principal shall hold a conference with the grievant within four (4) days of the receipt of the grievance. The immediate supervisor or principal shall make a decision on the grievance and communicate it in writing to the grievant and the Association within five (5) days after the conference.
- (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 the 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/her representative, and the superintendent or his/her designee, shall meet to resolve the grievance. The superintendent, or his/her 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 business manager of the District, the Board shall hold a meeting with the grievant, his/her representative, the principal or immediate supervisor and the superintendent or business manager 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, provided, however, the Board shall have the right to waive its hearing and shall give notice of its intention to waive the hearing to the grievant within ten (10) days after the grievance is filed with the Board.

Section 4. Arbitration Procedure. If in the opinion of the Association the grievance has not been satisfactorily resolved after step four, the Association exclusively, may request the grievance be submitted to arbitration within five (5) days after the receipt of the Board's decision or notice from the Board of its intent to waive its hearing. Such request for arbitration shall be in writing and served upon the business manager of the District. The procedure shall be as follows:

- (a) The arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) days, the American Arbitration Association will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator.
- (b) The arbitrator selected or appointed shall meet with the parties at a mutually convenient time selected by the arbitrator to review the evidence and to hear testimony relating to the grievance. Upon completion of the review and hearing, the arbitrator shall render a written decision to the parties setting forth his/her findings, reasonings, and conclusions on the issue submitted which shall be binding upon both parties.
- (c) It is specifically agreed that the power of the arbitrator is limited to reviewing the alleged grievance to determine if the claim forming the basis for the grievance is a violation, misinterpretation or misapplication of this Agreement. The arbitrator shall have no authority to alter the terms of this Agreement, or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- (d) Whenever a grievance is submitted to an arbitrator pursuant to this Article, the arbitrator shall first determine whether the grievance was timely filed and whether the alleged claim is a grievance within the definition of the term under this Article.
- (e) The parties shall share equally the cost and expenses of the arbitration proceedings including transcript fees and fees of the arbitrator. Each party shall bear its own costs of witnesses and other out-of-pocket expenses including attorney's fees.

Section 5. 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 officers 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.
- (b) In the event the grievance has not been satisfactorily resolved under subsection (a) the Board shall file with the president or other officer of the Association, within (5) days after the conference between the representatives of the Board and the Association, a written notice of its request to arbitrate the grievance. Thereafter the procedure set forth in subsections (a) through (e) in Section 4 of this Article shall be followed.

ARTICLE X. MISCELLANEOUS

Section 1. Teachers' Contracts. All items negotiated under this Agreement shall be an addendum to each teacher's individual contract. This Agreement shall not discriminate against any staff member regardless of membership or non-membership in the Association.

Section 2. Liquidated Damages. Two calendar weeks prior to the first scheduled teacher/student contact day of the new school year and thereafter during the contract year, five percent (5%) of the contracted salary shall be paid by the teacher in the event the School Board agrees to release the teacher from his/her contract. The School Board may, in its sole discretion and by reason of extenuating circumstances, waive part or all of such liquidated damages.

Section 3. Successor Agreement. Articles from this Agreement that are not included in proposals for negotiation will automatically be renewed for the successor agreement. Following ratification of this Agreement, no Article of this Agreement shall be reopened for negotiations prior to the commencement of negotiations for a successor agreement unless by agreement of both the Board and the Association.

Section 4. Duration. This Agreement shall be effective as of the 1st day of July, 2021, and will continue and remain in full force until June 30, 2023, or, if negotiations for a successor agreement continue past June 30, 2023 until negotiations for a successor agreement have been completed. The Agreement shall remain and continue in full force and effect for additional one-year periods unless the District or the Association gives written notice to the other as provided in Article II, Section 2, of its desire to reopen the Agreement and to negotiate over the terms of a

successor agreement, or as provided in Article VI, Section 1.b. of changes agreed upon to the Group Health Insurance Plan.

Section 5. Severability. In the event any Article, Section, or clause of this Agreement is held by the courts to be illegal or in conflict with the laws of the State of North Dakota, the validity of the remaining portions or provisions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular Article, Section, or clause held to be invalid.

IN WITNESS WHEREOF, this Agreement has been duly executed by the authorized representatives of the District and the Association the year and the date first above written.

**WEST FARGO PUBLIC SCHOOL
DISTRICT NO. 6**

**WEST FARGO EDUCATION
ASSOCIATION**



Patti Stedman
School Board President

WFEA President

Teachers' Salary Schedule 2022-2023

Salary Schedule 2022-2023

Lane/ Step	BA	BA+15	BA+30	MA	MA+15	MA+30
Up to 3	\$ 38,423	\$ 39,845	\$ 41,265	\$ 44,961	\$ 46,383	\$ 47,804
4	\$ 39,410	\$ 40,832	\$ 42,252	\$ 45,950	\$ 47,375	\$ 48,798
5	\$ 40,247	\$ 41,669	\$ 43,089	\$ 46,789	\$ 48,216	\$ 49,642
6	\$ 41,184	\$ 42,606	\$ 44,026	\$ 47,728	\$ 49,158	\$ 50,586
7	\$ 42,021	\$ 43,444	\$ 44,864	\$ 48,567	\$ 49,999	\$ 51,431
8	\$ 42,858	\$ 44,281	\$ 45,701	\$ 49,406	\$ 50,841	\$ 52,275
9	\$ 43,695	\$ 45,118	\$ 46,538	\$ 50,245	\$ 51,682	\$ 53,119
10	\$ 44,532	\$ 45,955	\$ 47,375	\$ 51,084	\$ 52,524	\$ 53,963
11	\$ 45,116	\$ 47,092	\$ 48,513	\$ 52,235	\$ 53,676	\$ 55,115
12		\$ 48,229	\$ 49,649	\$ 53,388	\$ 54,828	\$ 56,268
13		\$ 48,813	\$ 50,711	\$ 54,459	\$ 55,899	\$ 57,339
14			\$ 51,923	\$ 55,681	\$ 57,120	\$ 58,561
15			\$ 52,985	\$ 56,752	\$ 58,192	\$ 59,632
16			\$ 54,047	\$ 57,824	\$ 59,263	\$ 60,704
17			\$ 55,109	\$ 58,895	\$ 60,334	\$ 61,775
18			\$ 56,172	\$ 60,005	\$ 61,488	\$ 62,926
19			\$ 57,446	\$ 61,318	\$ 62,845	\$ 64,329
20			\$ 58,425	\$ 62,342	\$ 63,911	\$ 65,438
21			\$ 59,397	\$ 63,382	\$ 64,979	\$ 66,532
22			\$ 60,350	\$ 64,379	\$ 66,019	\$ 67,616
23			\$ 62,374	\$ 65,330	\$ 67,016	\$ 68,655
24			\$ 65,469	\$ 67,353	\$ 68,217	\$ 69,901
25				\$ 70,561	\$ 70,661	\$ 70,854
26					\$ 73,257	\$ 73,357
27						\$ 75,953

Salary schedule 2022-2023 with retirement paid

Lane/ Step	BA	BA+15	BA+30	MA	MA+15	MA+30
Up to 3	\$ 43,539	\$ 45,150	\$ 46,759	\$ 50,947	\$ 52,559	\$ 54,169
4	\$ 44,657	\$ 46,269	\$ 47,878	\$ 52,068	\$ 53,683	\$ 55,295
5	\$ 45,606	\$ 47,217	\$ 48,826	\$ 53,019	\$ 54,636	\$ 56,252
6	\$ 46,667	\$ 48,279	\$ 49,888	\$ 54,083	\$ 55,703	\$ 57,321
7	\$ 47,616	\$ 49,228	\$ 50,837	\$ 55,033	\$ 56,656	\$ 58,279
8	\$ 48,564	\$ 50,177	\$ 51,786	\$ 55,984	\$ 57,610	\$ 59,235
9	\$ 49,513	\$ 51,125	\$ 52,734	\$ 56,935	\$ 58,563	\$ 60,192
10	\$ 50,461	\$ 52,074	\$ 53,683	\$ 57,886	\$ 59,517	\$ 61,148
11	\$ 51,123	\$ 53,362	\$ 54,972	\$ 59,190	\$ 60,823	\$ 62,453
12		\$ 54,650	\$ 56,259	\$ 60,496	\$ 62,128	\$ 63,760
13		\$ 55,312	\$ 57,463	\$ 61,710	\$ 63,342	\$ 64,973
14			\$ 58,836	\$ 63,095	\$ 64,725	\$ 66,358
15			\$ 60,040	\$ 64,308	\$ 65,940	\$ 67,572
16			\$ 61,243	\$ 65,523	\$ 67,154	\$ 68,786
17			\$ 62,446	\$ 66,737	\$ 68,367	\$ 70,000
18			\$ 63,651	\$ 67,994	\$ 69,675	\$ 71,304
19			\$ 65,095	\$ 69,482	\$ 71,212	\$ 72,894
20			\$ 66,204	\$ 70,642	\$ 72,420	\$ 74,151
21			\$ 67,305	\$ 71,821	\$ 73,631	\$ 75,390
22			\$ 68,385	\$ 72,951	\$ 74,809	\$ 76,619
23			\$ 70,679	\$ 74,028	\$ 75,939	\$ 77,796
24			\$ 74,186	\$ 76,321	\$ 77,300	\$ 79,208
25				\$ 79,956	\$ 80,069	\$ 80,288
26					\$ 83,011	\$ 83,124
27						\$ 86,066

*This includes the 11.75% employee contribution paid by the district.