

**.MASTER CONTRACT**  
**Litchville-Marion School District #46**  
**2023-2024 AND 2024-2025**

The School Board of Litchville-Marion District #46, hereinafter referred to as the Board, and the Litchville-Marion Independent Teachers Group, hereinafter referred to as the Group, agree as follows:

**ARTICLE I - Recognition**

The Board recognizes the Litchville-Marion Independent Teacher Group or the Litchville-Marion Education Association, whichever holds a simple majority of staff, as the exclusive bargaining representative for both full and part-time teachers employed on a continuing contract by the Litchville-Marion Public School. The Group may submit proposals for the school calendar to the Board for consideration.

**ARTICLE II - Negotiations Procedures**

Section 1 - Agreements

As agreements are reached between the parties, they shall be reduced to writing, and initialed, certifying tentative approval by the chief negotiators of the Board and the Association bargaining units. Following completion of negotiations, all agreements shall be subject to the approval of the Board and the Group.

Section 2 – Management Rights Clause

All terms and conditions of employment not covered by this agreement are subject to the Board's exclusive direction.

Section 3 - Issuing Contracts

The Litchville-Marion District shall not issue contracts to faculty members before March 31st of each year. Teachers will receive a complete copy of the master contract and pay scale once the board has received and approved the signed contract.

**ARTICLE III - Salary**

Section I - Schedule

Base Salary for 23-24 of \$42,350.00 AND 24-25 of \$44,100.00 The basic salaries of the teachers covered by this Agreement are set forth in the Salary Schedule, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during this agreement. A maximum of ten (10) years of contracted teaching experience outside of the Litchville-Marion School District can be brought in on the schedule. The Board reserves the right to move within the salary schedule. Any teacher assigned responsibility of a student for on line classes or multiple classes during the same period will be compensated at a rate agreed upon by administration and teachers group.

Section 2 - Payment of Salary

All teachers will have the option of receiving their salary on a nine month or twelve month schedule. Each teacher will notify the Business Manager of their choice during the first week of September each year. Payday will be on or before the 20<sup>th</sup> day of each month, except the month of May when the payday will be on the last day of school. The May Paycheck will be issued on the last day of school and the 3 summer paychecks and benefit money not used for insurance or 403b will be issued by May 31<sup>st</sup>.

Section 3 - Post Graduate Credits

Hours for movement across the salary schedule must be graduate credits in the teacher's undergraduate major or minor field or graduate hours in education. Undergraduate hours earned after the adoption of this agreement may qualify if prior approval is granted by the school administrator. Hours must be turned into the Business Manager by August 31st. Hours earned during the school year will be counted for the following year.

Section 4 - Extra-curricular

Payments for extra-curricular activities will be made at the regular pay period following the conclusion of the activity or season upon receipt of a voucher, by the business manager, requesting payment for such activity. Teachers will not be required to chaperone activities outside the school day that do not pertain to a class or advisor's duties or responsibilities.

Section 5 - Activity Schedule

The basic salaries of the activities positions covered by this Agreement are set forth in the Activities Salary Schedule, which is attached to and incorporated in this Agreement. The Board reserves the right to move within the salary schedule. Such salary schedule shall remain in effect during this agreement.

Section 6 – Free and Prep Time

Every fulltime teacher is accorded one period per day where they are free from scheduled responsibility or supervision of students. If a teacher is asked to give up this period, they will be given the following consideration: First, the teacher must accept and give consent to the increased workload. Second, the teacher will be compensated for the increased workload by being paid \$15.00 per period.

## ARTICLE IV - Benefits

### Section 1 - Medical Insurance

All full time teachers will be offered \$10,175 for 2023-2024 and 2024-2025 to be used towards the school's 125 cafeteria plan. Proof of medical insurance will be required if medical insurance is not taken with the District's plan. Any amount not used for payment of these items can be used in a 403b plan or may be taken as a "cash option" in the name of the said teacher. The teachers will have a choice of three (3) annuity companies as limited by the Board. If the amount remaining after insurances is less than \$10 (ten dollars) the teacher will not receive the annuity unless they make a contribution of the amount to reach the \$10 minimum contribution to the 403b. Money taken under cash option will be taxed. All part-time teachers will be prorated according to his/her work day percent of employment, receiving a minimum benefit amount equal to (1/2) one half a single health plan, when employed at least 33% time.

### Section 2 - Sick Leave

\*SICK LEAVE – Each full time teacher is entitled to (12) twelve paid sick leave days per year for personal illness or injury, or other emergency/medical purposes such as family member illness, dental or doctor appointments, death of family member or friend, funeral leave, daycare, or any other situation deemed an emergency by school administration. The unused portion of sick leave shall be cumulative to a maximum of (70) seventy days. Teachers will be compensated \$45.00 per sick day for unused carryover. Should the amount of sick days become exhausted, personal days will then be used. Should personal days become exhausted than the teacher would not be paid for any further days missed.

\*Each part-time teacher is entitled to sick leave days per year prorated according to his/her work day percent of employment. Accumulation of unused portion of sick leave days shall be prorated according to his/her work day percent of employment.

\*Twelve weeks of unpaid maternity/paternity leave will be available after the birth or adoption of a child. Any earned sick leave can be used if available.

\*The Litchville –Marion School district will be joining NDPHIT on 10-1-2021, the board agrees to pay the one time annual total of one month of health premiums to the trust for this year only, if there is a premium holiday in the future the Litchville – Marion School District will get this initial payment back.

\*Leave used will be calculated for one hour (or one period) of absence at .14 of a day, (two hours or two periods .28 of a day, etc.). Discretion may be used by the administration.

\* Teachers who leave the school system after 9 completed years' service (aka 0 thru 9 years on the salary schedule) to the district shall receive \$45 for each unused sick and \$125 for each unused personal day, if not fired for cause.

\*In the event the school district is dissolved, re-organized or merged, all licensed teaching staff employed by the district will receive \$45 for each unused sick and \$125 for each unused personal days, if not fired for cause.

\*If a teacher uses less than 5 days of sick leave in a year, they will be awarded two additional personal leave days the following year. If a teacher uses less than 10 days of sick leave in a year, they will be awarded one additional personal leave day the following year (these "extra" personal days must be used in the year they are awarded or teachers will be compensated \$125 per day at the end of the year.) If the teacher leaves the district in good standing and has been awarded one additional personal leave day for the following year, \$125.00 shall be awarded if employed ten years or more.

### Section 3 - Sick Leave Bank

A sick leave bank shall be available to licensed teaching staff of the Litchville-Marion School District. The purpose of the bank is to compensate employees in the event their regular sick leave days are exhausted due to unexpected and catastrophic illness or injury.

\*Qualification: Each new employee must indicate to the business manager if they intend to be a member. This is a one-time offer and must be done within 30 days of initial employment. All other employees are grandfathered in unless they choose to opt out. This must be done during the first 30 days of the start of the school year.

\*Committee: A committee of the Superintendent and two members, one each from the high school and elementary, will make up the committee. These members will be appointed by the Superintendent. The purpose of this committee it to oversee the use of the bank and to provide reasonable assurance that the Bank is not misused.

\*Accounting: The Business Manager will maintain recordkeeping and accounting procedures of the Bank.

\*Limitations: Participants of the Bank must have used all of their sick leave and personal leave prior to applying. Upon written approval of the committee, a participant may be granted a maximum of 150 days in the lifetime of their employment. Up to 30 days may be granted per application. Additional applications may be made only if the applicant has been employed for at least three years with the district. The maximum number of applications is three per person per school year (90 days).

\*Establishment and Replenishment: Each participant may volunteer up to 5 days per year to the Bank until the Bank reaches a maximum of 200 days. At such time the bank falls below 180 days, each member shall be assessed a sufficient number of sick days to replenish the Bank, but at a rate not to exceed more than one day per year. This assessment should be made within thirty days after the Bank reaches the replenishment threshold. Any employee who has depleted their sick leave shall contribute a day the following year.

#### Section 4 - Personal Leave

\*Each teacher shall be entitled to (2) two days of absence per school year without loss of pay. Personal leave will be subject to the availability of a substitute and will be limited to a maximum of (2) two teachers per day. An additional personal day or two may be awarded for the year if a qualified teacher meets the criteria outlined in the sick leave portion of negotiated agreement.

\*Unless waived by the superintendent, personal leave shall not be granted for the following days:

- a. The first ten school days of the school term.
- b. The last ten school days of the school term.

\*Seventy-Two (72) hours notification of intent to use personal leave shall be made to use such leave. Administration can grant permission for leave and waive the seventy-two (72) hours notification period. The unused portion of the leave shall accumulate from year to year up to a maximum of five (5) or six (6) days. \*See Section 2, Sick Leave. Teachers will be compensated \$125.00 per day for unused personal leave carryover.

\*Leave used will be calculated for one hour or one period of absence at .14 of a day, (two hours or two periods .28 of a day, etc.). Discretion may be used by the administration. Weather related emergency days will be allowed as personal days and the seventy-two (72) hour notification will be waived. The days will be limited to two (2) days per year and counted as personal leave days. These days are subject to administrative approval.

#### Section 5 - Professional Leave

Each full-time teacher shall be granted (3) three days professional leave without loss of pay for education in his/her major or minor field. Notification shall be made at least (1) one week prior to use of such leave. No more than two (2) teachers per building shall be gone at the same time unless approved by administration and having substitutes available. All professional leave must be approved by Administration and concur with the classes they are teaching in the school district

#### Section 6 - Association Leave

The Association will be credited with two (2) days of leave to utilize for association areas. The leave must be approved by the Administration at least one (1) week prior to the leave date.

#### Section 7 - Leave of Absence

A teacher may request a one (1) year leave of absence without compensation or benefits from his/her position in the LM School District. Such leave may be granted at the discretion of the Board.

#### Section 8 - Hot Lunch

All teachers will receive hot lunch as a benefit and will supervise lunch room students every day school is in session

#### Section 9 - Teachers' Fund for Retirement

Teachers will utilize Employer Payment Plan Model 1 to tax defer the teacher's portion of the Teachers' Fund for Retirement monies.

#### Section 10 - Social Security

The Litchville-Marion School District will provide social security benefits to certified staff. The school district will pay 7.65%, its share of social security, for each certified staff.

#### Section 11 - Part-time Teachers

Each part-time teacher shall be entitled to all benefits offered in the contract on a prorated basis. This shall be based on the percent of teaching time. Accumulation of unused leave days shall also be prorated according to his/her work day percent of employment.

#### Section 12 - Contracted Teachers Sub-pay

Teachers employed within the school district shall be compensated for covering classes of other faculty members. The rate of compensation will be \$15.00 per period if the class occurs in conjunction with a scheduled study hall, or if the class occurs in conjunction with a scheduled prep period and/or class period.

### **ARTICLE V - Work Hours, Meetings and PT Conferences**

#### Section 1 – Teachers Work Hours & Assignments

Teacher's school day shall include thirty (30) minutes before class starts in the AM and thirty (30) minutes after class dismissal in the PM, to be available for consultation with students, parents and administration. On the last day of the school week or such days that precede a holiday, teachers may leave the building five (5) minutes after dismissal of their students.

## Section 2 – Teachers Meetings & Parent Teachers Conferences

Teachers are expected to attend all Administrative scheduled school meetings and parent teachers' conferences. A sign-up sheet shall be made available by the teacher missing Parent Teachers Conferences to allow for an alternate date and time to be determined by Administration & teacher for a meeting with the teacher and parents.

## **ARTICLE VI – School Purchases**

### Section 1 – School Purchasing

All receipts for school purchases made will be attached to an expense voucher and paid upon approval from School Administration or Business Manager. If signed expense voucher and receipt are not turned in within 30 days of purchase, expense will be paid by the purchaser.

## **ARTICLE VII- Liquidated Damages**

Once a contract is signed, it is assumed that teachers will not request a release during the term of the contract. It is mutually acknowledged that termination of a contract by the teacher prior to the completion of the contract term results in damages to the District which are impractical or extremely difficult to actually ascertain. In an effort to fix compensation which bears a reasonable relationship to probable damages and which is not disproportionate to reasonable anticipated damages, the following sum shall be paid by a teacher requesting a release from contract which is approved by the Board.

The assessment shall be 1.75% through May 31<sup>st</sup>, 3% June 1<sup>st</sup> – 30<sup>th</sup> and 5% July 1<sup>st</sup> and after. Of the contracted salary. Nothing contained herein shall be construed to mean that the Board must release the teacher upon payment of the above amount. The Board may, in its sole discretion and by reason of extenuating circumstances, waive part or all of such liquidated damages.

If the board does not approve the request and the teacher chooses to break the contract, a 14% penalty (14 % of salary and benefit package) will be assessed to said teacher.

## **ARTICLE VIII - Savings Clause**

Should any article, section, or clause of this agreement be declared illegal by the court or competent jurisdiction, said article, section or clause, as the case may be, shall automatically be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the agreement if not affected by the deleted article, section, or clause.

## **ARTICLE VIII - Duration**

\*This contract supersedes and cancels all previous agreements, oral or written or based on alleged past practices, between the Board and the Teachers and the entire agreement between the parties.

\*The articles and sections of this agreement shall be effective as of July 1, 2023 and shall continue and remain in full force and effect to and including June 30, 2025 and thereafter for successive periods of one year unless either party shall serve written notice to the other party no later than January 21st of each year, of a desire to reopen this agreement or certain provisions of this agreement, and to negotiate over the terms of a new agreement.

\*Articles from the agreement that are not discussed or changed through the negotiations process will automatically be renewed for the following school term.

## **ARTICLE X- Effect of Agreement**

\*The Board and the Association agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between both parties and that said terms and conditions may not be altered, changed, added to, deleted from, or modified without mutual consent of the parties in amendment and representatives of the Association and the Board indicated that this agreement has been ratified by the Litchville-Marion Independent Teachers Group and the Litchville-Marion School Board.

\*The end of the Contract will contain the Ratification signatures of the Litchville Marion Independent Teachers Group negotiators and the School Board chief negotiators after receiving approval from their respective association/board.

## **Education Association**

## **School Board**

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Litchville-Marion Independent Teachers Group /Date

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Litchville-Marion School Board President/Date

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Litchville-Marion Independent Teachers Group/Date

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Litchville-Marion School Board Negotiator/Date

