

Lidgerwood Public School
Teacher's Professional Negotiations Agreement
2021-2022 2022-2023

Agreement

Article I - Ground Rules

Professional negotiations conducted by the Board of Education of Lidgerwood Public School District # 28 (Board) and the Lidgerwood Education Association (Association) will be consistent with the provisions of the Professional Negotiations Law, Chapter 15.1-16 of the North Dakota Century Code, and the articles contained in this agreement.

The following items will be included in ground rules determination:

1. Committees
2. Meetings
3. Caucus
4. Exchange of Information
5. Assistance
6. Proposals
7. Agreements
8. Contracted Agreement
9. Discussions - Press Release

10. Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically 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 II - Duration

The provisions of this contract shall be in effect from **July 1, 2021 to June 30, 2023**, when it will be automatically renewed unless written notice to the contrary is given by either party on or before **May 1, 2023**. If such notice is given, then the Contract will be renegotiated.

Article III - Salary Schedule

The attached salary schedule is part of the Professional Negotiations Agreement.

Article IV - Provisions

1. **Lane Changes on Salary Schedule:**

Credit hours earned beyond a particular lane on the salary schedule, (i.e. moving into the plus 15 lane) will become effective at the beginning of the school year.

Only one (1) step will be allowed per year on the salary schedule. See the superintendent to amend the contract.

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2. Sick Leave:

Sick leave of (14) days per year accumulative to a total of (90) days without loss of pay will be granted. After five (5) consecutive days, a doctor's certificate will be required. Sick leave will be granted for staff member or family member defined as: Sons or daughters of staff member; spouse of staff member; parents of staff member; grandparents and grandchildren of staff member.

Maternity, paternity and adoption leave are eligible for sick leave as defined under the Family Medical Leave Act.

3. Personal Leave:

Teachers may bank up to four (4) days in addition to the two (2) days allowed per year, for a maximum total of Six (6) days available. The District is responsible for substitute costs. Advance notice of at least two (2) days must be given to the principal and no more than three (3) teachers will be allowed personal leave on one given day. Personal leave will not be granted during the first week and the last week of school. At the end of the school year, the teacher will be paid sub teacher pay for the unused personal leave days. After seven years, contracted LPS teachers will be awarded three personal days per year.

4. Sick Leave Bank:

A Sick Leave Bank (7-1-2017) is available to participating members of Lidgerwood Public School employees. Employees will have a one time offer to permanently accept or permanently reject participation in the sick leave bank by September 1, 2017. Employees hired after September 1, 2017, will have a one time opportunity at the time of initial employment to accept or reject participation in the sick leave bank.

Contributions:

Each participating member shall transfer 2 sick days of the current year to the SLB the first year (2017-2018) and 1 sick day per year until a 180 day SLB balance has been reached. When the balance drops below 180 days all participating members will transfer 1 day of their current year's sick leave to the bank yearly until a 180 day balance is again met.

Access:

When all regular accumulated sick and personal days are exhausted, a participating SLB member experiencing catastrophic illness or injury may, with physician documentation, petition the SLB committee, for up to 30 days of SLB draw. Two additional (for a total of 3x30/90 days) applications may be made only if, at the time of SLB application, the applicant has been a member for a minimum of three years. Each participating member may draw a maximum of 150 days of sick leave bank during the lifetime of their employment at Lidgerwood Public School.

Committee:

The sick leave bank committee shall include the Superintendent, two School Board members, an elementary staff representative and a high school staff representative, of the Superintendent's choosing.

5. Wellness Leave:

After accumulating the 90 maximum sick leave days*, a teacher who completes one school year without using more than 2 sick days shall be granted one day of paid personal leave the following year. This day shall be used at the teacher's discretion within the next school year and cannot be banked and will not be paid if unused. Notice must be given to administration two days in advance and no more than three teachers will be allowed personal leave on a given day. Personal leave cannot be used during the first or last week of school.

*(5-29-2019, a Grandfather Clause will be in effect for currently employed teachers who have reached the 70 maximum days allowed in prior negotiated agreements.)

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6. **Emergency Leave:**

Seven (7) days per year non-cumulative, without loss of pay to provide for emergencies. The administration will consult the Board in unusual cases for a ruling.

7. **Professional Leave:**

Unlimited leave for attending workshops. District will pay substitute teacher. Professional staff members will petition the administration for payment of expenses involved in the workshop. Types of workshops to be attended will be at the discretion of the administration and / or board.

8. **Sabbatical Leave:**

A teacher may take a year's leave of absence for further academic training at no pay if notifying the board with a formal request by February 20, and a verification by May 1, that the teacher desires to have sabbatical leave. That teacher has until February 20 of the following year to decide upon his/her return to the school system.

9. **School Sponsored Activities:**

Teachers will have free admission for school - sponsored activities held at the Lidgerwood Public School and to activities included in the Sports Coop.

10. **Health Benefit:**

The District will provide a \$250 deductible (single policy) as a fringe benefit for the period of October 1, 2021 through September 30, 2023. In the event a teacher desires a family policy or single plus dependent, the single policy benefit may be applied toward family premium or single plus dependent. In the event of bid - letting, all coverage must equal or exceed coverage currently in effect.

Those certified teachers not taking the (single policy) shall receive a Tax Sheltered Annuity in the amount of half of the annual single policy premium.

The total Health Benefit and Tax Sheltered Annuity shall be pro-rated for certified teachers holding part-time teaching contracts.

11. **Substitute Teachers:**

If all efforts to find a substitute fail, high school teachers may substitute teach for an absent teacher during their free (preparation) period. A one (1) day notice shall be given, if possible, for the substitute teacher to make preparations.

Elementary substitute pay. Once the sub time has reached 45 minutes and is documented by the teacher and elementary principal, the teacher will receive (18 %) of substitute pay per 45 minutes increments.

A teacher will be reimbursed at the rate of (18 %) of substitute pay *per period*, if the teacher lost a prep and had to cover a Class or Study Hall. The rate is set annually by the Board of Education.

A substitute teacher will be reimbursed at the substitute pay rate for half or full days for the first 10 consecutive days of substitution for the same absent teacher.

After 10 consecutive days of substitution for the same absent teacher, the substitute will be reimbursed according to the base rate of current salary schedule.

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12. Teachers Retirement Benefit:

The Board will pay the teacher's assessment for Teachers Retirement to the North Dakota Teacher Retirement Fund.

13. Tuition Costs For Taking Required College Classes:

The District will reimburse professional staff members for the cost of tuition in attending and successfully completing a class or course required by the Board for meeting newly adopted accreditation standards which may be set forth by the North Dakota Department of Public Instruction.

Compensation for additional courses needed by a teacher when the Board assigns new classes to meet new accreditation standards will be dealt with case - by - case with the teachers affected. This does not apply to classes obtained by a teacher for renewal of his/her existing teaching credentials.

An approved plan of study must be approved by the ND Department of Public Instruction and/or the Superintendent.

14. Tuition Reimbursements:

The Board will reimburse teachers that are in lane BS+45 for tuition costs.

This reimbursement is limited to \$400 in any one Five year period.

The course is to be approved by the school administration. The reimbursement will be made by the Board upon the teacher displaying evidence of successful completion. (1997)

15. Orientation Day:

Certified teacher holding a teaching contract, will be compensated for 1/2 of the Orientation Day in the Fall *if the day is not included in the 182 contract days*. This compensation is in addition to the teacher(s) contractual days. e.g. (Teacher Contract / 182 days = Daily Salary / two = Orientation Day compensation rate.)

16. Liquidation Damages Clause:

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 terms, results in damages to the School 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 reasonably anticipated damages, the following sum shall be paid by a teacher requesting a release from contract and is due at the same time the request is submitted for School Board approval.

Release Requested During Period From:

When contracts are issued thru June 30th \$ 300.00 (Can't supersede NDCC Contract Time Lines)

July 1st thru July 30th \$ 750.00 (Can't supersede NDCC Contract Time Lines)

After July 30th No release of contract (Can't supersede NDCC Contract Time Lines)

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Nothing contained herein shall be construed to mean that the Board must release the teacher upon payment of the above amounts. The School Board may, in its sole discretion and by reason of extenuating circumstances, waive part or all of such liquidated damages, in which case the payment will be returned.

17. Effect of Contract:

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 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 Agreement.

18. Ratification:

IN WITNESS WHEREOF, signatures of the duly authorized representatives of the Association and the Board indicate that this Agreement has been ratified by the Lidgerwood Education Association and the Lidgerwood Public School Board.

Dated this 20th Day of May, 2021.

SCHOOL BOARD

Judith Smith
President

Janice Allen
Business Manager

EDUCATION ASSOCIATION

Mary Roman
President

Brenda Oster
Secretary

Attachments:

- A. Certified Teachers Salary Schedule (s) for both years of this agreement
- B. Extra curricular salary schedule

LIDGERWOOD SCHOOL DISTRICT
 NEGOTIATED SALARY SCHEDULE
 2021-2022 2022-2023

Percent increase on l	0%	3.00%	3.00%
Year	2020-2021	2021-2022	2022-2023
Base Pay	\$38,100.00	\$39,243.00	\$40,420.00
Base Pay Increase	\$-	\$1,143.00	\$1,177.00
Edu. Increment	\$637.00		1000 637
Exper. Increment	\$477.00		
Past Step 20	2%	785	

2021-2022 Experience Steps	YEAR ONE				MASTER \$600	MASTER+15 \$600
	BS \$477.00	BS+15 \$530.00	BS+30 \$584.00	BS+45 \$590.00		
0	\$39,243.00	\$39,880.00	\$40,517.00	\$41,154.00	\$42,154.00	\$42,791.00
1	\$39,720.00	\$40,410.00	\$41,101.00	\$41,744.00	\$42,754.00	\$43,391.00
2	\$40,197.00	\$40,940.00	\$41,685.00	\$42,334.00	\$43,354.00	\$43,991.00
3	\$40,674.00	\$41,470.00	\$42,269.00	\$42,924.00	\$43,954.00	\$44,591.00
4	\$41,151.00	\$42,000.00	\$42,853.00	\$43,514.00	\$44,554.00	\$45,191.00
5	\$41,628.00	\$42,530.00	\$43,437.00	\$44,104.00	\$45,154.00	\$45,791.00
6	\$42,105.00	\$43,060.00	\$44,021.00	\$44,694.00	\$45,754.00	\$46,391.00
7		\$43,590.00	\$44,605.00	\$45,284.00	\$46,354.00	\$46,991.00
8		\$44,120.00	\$45,189.00	\$45,874.00	\$46,954.00	\$47,591.00
9		\$44,650.00	\$45,773.00	\$46,464.00	\$47,554.00	\$48,191.00
10		\$45,180.00	\$46,357.00	\$47,054.00	\$48,154.00	\$48,791.00
11		\$45,710.00	\$46,941.00	\$47,644.00	\$48,754.00	\$49,391.00
12		\$46,240.00	\$47,525.00	\$48,234.00	\$49,354.00	\$49,991.00
13		\$46,770.00	\$48,109.00	\$48,824.00	\$49,954.00	\$50,591.00
14		\$47,300.00	\$48,693.00	\$49,414.00	\$50,554.00	\$51,191.00
15		\$47,830.00	\$49,277.00	\$50,004.00	\$51,154.00	\$51,791.00
16			\$49,861.00	\$50,594.00	\$51,754.00	\$52,391.00
17			\$50,445.00	\$51,184.00	\$52,354.00	\$52,991.00
18			\$51,029.00	\$51,774.00	\$52,954.00	\$53,591.00
19			\$51,613.00	\$52,364.00	\$53,554.00	\$54,191.00
20			\$52,197.00	\$52,954.00	\$54,154.00	\$54,791.00
21			\$52,982.00	\$53,739.00	\$54,939.00	\$55,576.00

LIDGERWOOD SCHOOL DISTRICT
 NEGOTIATED SALARY SCHEDULE
 2021-2022 2022-2023

past stip 20

2% of base

808

2022-2023 Experience Steps	YEAR TWO					
	BS \$ 477.00	BS+15 \$ 530.00	BS+30 \$ 584.00	BS+45 \$ 590.00	MASTER \$ 600.00	MASTER+15 \$ 600.00
0	\$ 40,420.00	\$41,057.00	\$41,694.00	\$42,331.00	\$43,331.00	\$43,968.00
1	\$ 40,897.00	\$ 41,587.00	\$ 42,278.00	\$ 42,921.00	\$ 43,931.00	\$ 44,568.00
2	\$ 41,374.00	\$ 42,117.00	\$ 42,862.00	\$ 43,511.00	\$ 44,531.00	\$ 45,168.00
3	\$ 41,851.00	\$ 42,647.00	\$ 43,446.00	\$ 44,101.00	\$ 45,131.00	\$ 45,768.00
4	\$ 42,328.00	\$ 43,177.00	\$ 44,030.00	\$ 44,691.00	\$ 45,731.00	\$ 46,368.00
5	\$ 42,805.00	\$ 43,707.00	\$ 44,614.00	\$ 45,281.00	\$ 46,331.00	\$ 46,968.00
6	\$ 43,282.00	\$ 44,237.00	\$ 45,198.00	\$ 45,871.00	\$ 46,931.00	\$ 47,568.00
7		\$ 44,767.00	\$ 45,782.00	\$ 46,461.00	\$ 47,531.00	\$ 48,168.00
8		\$ 45,297.00	\$ 46,366.00	\$ 47,051.00	\$ 48,131.00	\$ 48,768.00
9		\$ 45,827.00	\$ 46,950.00	\$ 47,641.00	\$ 48,731.00	\$ 49,368.00
10		\$ 46,357.00	\$ 47,534.00	\$ 48,231.00	\$ 49,331.00	\$ 49,968.00
11		\$ 46,887.00	\$ 48,118.00	\$ 48,821.00	\$ 49,931.00	\$ 50,568.00
12		\$ 47,417.00	\$ 48,702.00	\$ 49,411.00	\$ 50,531.00	\$ 51,168.00
13		\$ 47,947.00	\$ 49,286.00	\$ 50,001.00	\$ 51,131.00	\$ 51,768.00
14		\$ 48,477.00	\$ 49,870.00	\$ 50,591.00	\$ 51,731.00	\$ 52,368.00
15		\$ 49,007.00	\$ 50,454.00	\$ 51,181.00	\$ 52,331.00	\$ 52,968.00
16			\$ 51,038.00	\$ 51,771.00	\$ 52,931.00	\$ 53,568.00
17			\$ 51,622.00	\$ 52,361.00	\$ 53,531.00	\$ 54,168.00
18			\$ 52,206.00	\$ 52,951.00	\$ 54,131.00	\$ 54,768.00
19			\$ 52,790.00	\$ 53,541.00	\$ 54,731.00	\$ 55,368.00
20			\$ 53,374.00	\$ 54,131.00	\$ 55,331.00	\$ 55,968.00
21			\$ 54,182.00	\$ 54,939.00	\$ 56,139.00	\$ 56,776.00