
**Marmarth Public School District #12
Master Contract**

**One Year
2022-2023**

MASTER CONTRACT

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Article I. Basic Salary

A. Salary Schedule for Full-Time Teachers

Proposed Marmarth Teacher Salary Schedule

Experience	Base	Base+16	Base+32	MS	MS+16
0	42000	43000	44000	45000	46000
1	42500	43500	44500	45500	46500
2	43000	44000	45000	46000	47000
3	43500	44500	45500	46500	47500
4	44000	45000	46000	47000	48000
5	44500	45500	46500	47500	48500
6	45000	46000	47000	48000	49000
7	45500	46500	47500	48500	49500
8	46000	47000	48000	49000	50000
9	46500	47500	48500	49500	50500
10	47000	48000	49000	50000	51000

- B. The above table will be used for all full time teachers effective 2022-2023 school year.
- C. The board may approve additional compensation for teachers who accept extra duties.
- D. The salary schedule is based on approved school calendar.
- E. Kindergarten may be provided to those students who have reached the age of 5 years by August 1st of the said school year. A minimum of 130 days of kindergarten will be provided.
- F. Preschool may be provided at the school board's discretion.

Article II. Fringe Benefits

- A. TFFR Member and Employer Contributions; The Marmarth Public School District will pay a total of 24.5% (employer share 12.75% and member share 11.75%). Teachers are responsible for any increase above the 24.5%.

Article III. Other Personnel Matter

- A. Teachers shall receive three days of PTO (Paid Time Off) at the beginning of each quarter starting July, Oct, Jan, and April.
- B. Any unused portion of PTO shall cumulate from year to year with an accumulation of up to 30 days.
- C. Any PTO days in excess of 30 days will be paid at the rate of ½ sub pay. This amount is to be paid the first day of the following school year.

- D. Teachers shall be at the school half hour before school starts and half hour after school ends with the exception before holidays and before other non-calendar days at which time they may leave after all the students have left the school.
- E. Teachers who wish to have salary adjustments made because of graduate work completed must submit proof to the Superintendent and business manager on or before the first day of school.
- F. Teachers shall be paid on a 12 month basis. The last 3 monthly checks shall be issued after all required reports are submitted.
- G. Teachers will be paid on the 20th of each month.
- H. Deductions from the teacher's salary shall be made for such required purposes as Teacher's retirement, Income tax withholdings, and social security.
- I. The teacher is responsible for finding their own substitute teacher.

Article IV. Part-Time Licensed Hires

A. Salary Schedule for Part-Time Licensed New Hires

Experience	Base	BS+16	BS+32	MS	MS+16
0	\$142.81	\$148.37	\$153.93	\$159.49	\$165.05
1	\$147.10	\$152.66	\$158.22	\$163.78	\$169.34
2	\$154.45	\$160.01	\$165.57	\$171.13	\$176.69
3	\$159.08	\$164.64	\$170.20	\$175.76	\$181.32
4	\$163.86	\$169.42	\$174.98	\$180.54	\$186.10
5	\$168.77	\$174.33	\$179.89	\$185.45	\$191.01

- B. Part-time licensed teachers will receive a \$200.00 increase per year, prorated per days of that calendar year if a part-time teacher achieves movement on the educational lanes.
- C. Each year a part-time licensed teacher returns they will receive a 3% raise.
- D. Part-time licensed teachers will be given 2 noncumulative PTO (Paid Time Off) per year.
- E. Any remaining PTO at the end of the school year will be paid at the rate of ½ sub pay. This amount is to be paid the first day of the following school year.

Article V. Grievance Procedure

Grievance Procedure: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

Procedure: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be kept to a minimum and every effort should be made to expedite the process. The time limit specified may, however be extended by mutual agreement. In the event that a grievance is filed on or after April 1st which, if left unresolved until the beginning of the following school year, could result in irreparable harm to the party of interest, the time limits set forth herein shall be reduced to one-half rounded to the nearest day so that the grievance procedure may be complete prior to the end of the school year or as soon thereafter as is possible.

Grievance Steps:

Level One: A grievance shall be first discussed with the immediate supervisor of an employee as may be appropriate with the intent of resolving the matter informally. However, before an aggrieved employee can move to Level Two, he/she must first submit to the immediate supervisor a written statement. The immediate supervisor shall have a period of not less than 5 working days during which to hold a conference with the grievant. Following the conference, but not later than 5 working days from the date of the filing of the grievance, the immediate supervisor shall tender a written response to the grievant.

Level Two: If the grievance is not satisfactory resolved at Level One, within 5 working days after the grievant filed a written grievance, the grievant may submit the written grievance to the County Superintendent of Schools. The County Superintendent or designee shall schedule and hold a conference relative to such grievance within 10 working days of receipt of such grievance. Within 5 working days of such meeting, the County Superintendent or designee shall communicate in writing to the grievant. Should the immediate supervisor be the County Superintendent, this level would be omitted and Level Three would be moved into place.

Level Three: If the grievance is not satisfactorily resolved at Level Two (or at Level One if the immediate supervisor is the County Superintendent) within 10 working days after the grievance was filed at Level Two (5 in the noted exception), the grievant may submit the written grievance to the School Board. The School Board shall schedule and hold a conference relative to such grievance within 10 working days of receipt of such grievance. Within 5 working days of such meeting, the School Board shall communicate in writing a decision of the grievance.

Rights and Representation: No reprisals of any kind shall be taken by either party or by any member thereof against a party of interest, or any other participant in the grievance procedure by reason of such participation. Any party of interest may be represented at all states of this procedure by a person(s) of his/her choosing.

Miscellaneous: If a grievance affects a group or class of employees, it may submit such grievance to commence at Level Three (or at Level Two should the immediate supervisor be the County Superintendent).

All documents, communications, and records dealing with the process of a grievance shall be filed separately from the personnel file of the participants.

The grievant shall be informed at least 10 working days in advance of any scheduled meeting herein, but may agree to waive such time consideration to expedite the meeting at any earlier date.

Should an employee or his/her representative(s) be required by the employer's scheduling to be absent from regular assignment for the execution of this grievance procedure, he/she shall be released without loss of pay or benefits.

All written communications required herein shall be served personally or by certified U.S. Mail.

Article VI. Contracted Staff Resignation & Request for Release from Contract

All Staff under contract with the District are expected to fulfill the entire term of the contract.

Request for release from contract, when a member of the staff requests a release from contract, the Board may exercise one of the three options.

1. Grant an unconditional release from contract.
2. Deny temporarily or table the request with the understanding that the administration will be directed to facilitate the granting of the request by seeking an adequately qualified replacement.
3. Deny the request.

No release from contract shall be deemed granted until the Board has unconditionally approved it.

Liquidated Damages and Breaches

Any release from contract or breach of contract is subject to a payment of liquidated damages to the District. Exceptions may be approved by the School Board.

Any teacher or administrator who has not be granted a release by the Board an who fails to fulfill a teaching or administrative contract with the District will be reported to the Education Standards and Practices Board.

Liquidated damages are as follows:

- Prior to June 15: 1% of base salary
- Prior to July 15: 2% of base salary
- Prior to August 1: 3% of base salary
- August 1 and thereafter: \$2500.00

Resignation

Contracted staff members who decide to leave the employment of the District at the end of their current contract are requested to submit a written resignation to the Superintendent immediately upon making the decision. The resignation shall indicate clearly the date upon which it is intended to be effective. No resignation shall be deemed effective until the Board has approved it except as follows. District staff subject to continuing contract law who fails to return their contracts within the statutory timeframe shall be deemed to have resigned. Board approval of such resignations is unnecessary.

While this policy requests that contracted personnel submit notice of resignation, it in no way requires the Board to renew contracts for positions not covered by continuing contract law.

Article VII. Duration Clause

The provisions of each Article of this Agreement, except as otherwise specifically provided, shall be effective as of July 1, 2020, to June 30, 2021, and at which time it shall automatically renew itself for additional periods of one year unless written notification to the contrary is made by either party no later than February 1. If such notification occurs, the entire Agreement shall be renegotiated. Changes may be made at any time by mutual consent.

Article VIII. Saving 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 IX. Ratification Statement

IN WITNESS WHEREOF, signatures of the duly authorized representatives of the Association and the Board indicate that the Marmarth Education Association and the Marmarth Public School Board have ratified this master contract this 10th day of May 2022

In Witness Thereof:

Marmarth Teachers.

Marmarth School Board of Education

Chelsey Storlie
Educator

Autumn Criswell
Educator

Kelly Turbiville
President



Dennis Rice
Board Member

Shannon Minerich
Board Member

Roxie Lecoe
Board Member





Sam Fisher
Board member



Arlene Ferrell
Business Manager