

PROFESSIONAL
NEGOTIATIONS
AGREEMENT

LANGDON AREA SCHOOL DISTRICT #23

BOARD OF EDUCATION

AND

LANGDON AREA EDUCATION ASSOCIATION

2025-2026

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PROFESSIONAL NEGOTIATIONS AGREEMENT

The Board of Education of Langdon Area School District #23 (the "BOARD") and the Langdon Area Education Association (the "Association") do hereby agree that the welfare of the children of the Langdon Area School District is paramount in the operations of the schools and will be promoted by both parties to this agreement. The parties do hereby agree to the following:

ARTICLE I. RECOGNITION

The BOARD recognizes the Association as the exclusive representative of all licensed personnel employed as classroom Teachers and counselors of Langdon Area School District #23. "Teacher" shall be defined as a public-school employee licensed to teach by the education standards and practices board or approved to teach by the education standards and practices board and employed primarily as a classroom teacher. Teacher does include counselors and librarians.

The purpose of this recognition is the mutual agreement that the parties will negotiate as provided in the North Dakota Century Code.

ARTICLE II. REPRESENTATION

The BOARD shall annually appoint two (2) of its members, or one (1) non-member designated by the BOARD and one (1) of its members, to meet with two (2) ASSOCIATION members designated by the ASSOCIATION, or one (1) ASSOCIATION member and one (1) non-member designated by the ASSOCIATION to discuss and negotiate on items of mutual concern as defined in the NDCC 15.1-16-13(1).

1. The board of a school district or its representatives and the representative organization or its representatives shall, if requested by either entity, meet at reasonable times and negotiate in good faith regarding:

- a. The terms and conditions of employment.
- b. Employer-employee relations.
- c. Formation of a contract, which may contain a provision for binding arbitration.
- d. The interpretation of an existing contract.

ARTICLE III. PROCEDURES

Section 1. Exchange of Information

The BOARD and the Superintendent agree to furnish the Association Negotiations Committee, upon reasonable request, all available information relative to negotiations. The names of the two (2) representatives of the BOARD and the two (2) representatives of the ASSOCIATION for the purpose of negotiations shall be exchanged on or before February 1 of each school term. Pursuant to NDCC 15.1-16-11, evidence of representation of majority of licensed personnel, in the form of a petition or similar, will be submitted no later than March 1.

Section 2. Meetings

A meeting composed of the two (2) designated representatives of the ASSOCIATION and the two (2) designated representatives of the BOARD shall be held on or before negotiations of each school term. The purpose of the meeting will be to establish the negotiation rules, dates and times

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for meetings.

Section 3. Assistance

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Educational consultants may be used in the deliberations. Necessary clerical assistance shall be provided with the cost of such clerical assistance being borne by the BOARD, except that a recorder may be selected from either of the representative groups. This recorder shall serve and shall be responsible for preparing summary minutes of the meetings which shall from time-to-time be signed as correct and complete by members of the ASSOCIATION and the BOARD.

Section 4. Progress Reports

Negotiation minutes shall be issued to members of the BOARD and to members of the ASSOCIATION following each meeting.

ARTICLE IV. AGREEMENT

When agreement is reached, it shall be reduced to writing and when approved by the parties, it shall become a part of the official minutes of the BOARD. Such agreement shall constitute a modification of the Articles of this Agreement, and when necessary negotiated statements shall be reflected in individual contracts.

ARTICLE V. MEDIATION AND APPEAL

Section 1. Advisory Board

If an impasse is reached during the negotiations, the matter shall be submitted to an Advisory Board within ten (10) days after the request of either party to the other. The BOARD will name one (1) advisor, and the ASSOCIATION will name another. The third member, who shall serve as chairman, shall be named by the first two (2) members named.

The Advisory Board shall report recommendation for settlement within seven (7) days after the appointment of all the members of the Advisory Board and the receipt of the proposals of both parties.

Section 2. Costs

Cost and expenses which may be incurred in the securing and utilizing the services of the Advisory Board shall be shared equally by the BOARD and the ASSOCIATION.

Section 3. Fact Finding

In the event of impasse existing beyond this point in the negotiation's procedure, the Fact-Finding commission shall be notified under the terms of the North Dakota Century Code.

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ARTICLE VI. SAVING CLAUSE

Should any article, section, or clause of this Agreement negotiated under its provisions be declared illegal by a court of competent jurisdiction, said article, section, and clause shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement.

ARTICLE VII. DURATION

The provisions of the Agreement will be effective from *July 1, 2025*, and will continue in full force and effect until *June 30, 2026*. Either party may serve written notice to the other no later than 160 days prior to the anniversary date of the current Agreement (January 21, 2026) of its desire to reopen this Agreement and to negotiate over terms of a successor agreement. If neither party provides such notice to the other, the Agreement shall automatically renew for another one-year period. During the term of the Agreement, the BOARD and the ASSOCIATION may mutually agree to reopen negotiations regarding selected terms and conditions of the Agreement.

ARTICLE VIII. PART-TIME EMPLOYEES

Licensed employees contracted for less than one hundred eighty-three (183) full working days effective the 2010-2011 school terms shall be considered Part-Time Employees. A full working day shall be seven and one-half (7 1/2) hours for the purpose of determining benefits for part-time employees only.

Position on the Salary Schedule shall be determined on the basis specified in this Agreement. Salary and benefits shall be prorated to match the contract basis.

Compensation for time beyond the contract may be vouchered for, with Administrative approval, by the said part-time teacher at an hourly rate equivalent to said part-time teacher's instructional salary hourly rate.

Personal and Emergency Leave will be based on the specified number of their working days.

Sick Leave will be the specified number of their working days.

The accumulation of Sick Leave Days will be based on equivalent full days. After the equivalent of sixty-five (65) full days have been accumulated, the excess sick Leave Days will be placed in the Excess Sick Leave Account on a full day basis.

Sick Leave Reimbursement will be paid as specified in this Agreement based on the number of full Sick Leave Days in the Excess Sick Leave Account.

Examples

Teacher 1 - Employed on a 4/7 contract basis (teaches 4/7 of everyday)

Five (5) working days Personal Leave.

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Five (5) working days Emergency Leave.

Ten (10) working days Sick Leave cumulative to sixty-five (65) full days. (10 days times 7.5 hours times $\frac{4}{7}$ = approximately 43 hours of sick leave divided by 7.5 hours per day = approximately 5 full sick leave days per year.)

(65 days times 7.5 hours = 487.5 hours of sick leave, and 487.5 hours equates to approximately 114 of this teacher's working days.)

Teacher 2 - Employed on a 3/5 contract basis (teaches 3 days per week--22.5 hours.) This is 4.5 hours averaged out over 5 days.

Five (5) working days Personal Leave.

Five (5) working days Emergency Leave.

Ten (10) working days sick Leave cumulative to sixty-five (65) full days. (10 days times 7.5 hours times $\frac{3}{5}$ = 45 hours of sick leave divided by 7.5 hours per day = 6 full sick leave days per year.

(65 days times 7.5 hours = 487.5 hours of sick leave, and 487.5 hours equates to approximately 108 of this teacher's working days.)

ARTICLE IX. LEAVES

Section 1. Sick Leave

All full-time licensed Teachers are granted ten (10) working days sick leave during each contract period, cumulative to sixty-five (65) workdays to be used for Teacher absences caused by illness or disability of the Teacher. The Administration may have the prerogative of asking for a doctor's statement to substantiate the illness or disability. Leave for sick children shall be taken under sick leave.

If necessary, due to extended illness, the Teacher may, at the discretion of the BOARD, be granted additional days, subject to deduction from the teacher's salary of the actual cost to the point in time where the Income Protection provisions take effect.

Upon separation from the District, Teachers will not be paid for any sick leave accumulated up to sixty-five (65) days, except that Teachers who retire from teaching from the District will be entitled to payment for such sick leave upon retirement at a rate of 50% of current substitute pay per day.

Section 2. Excess Sick Leave Bank

Sick-leave days accumulated by an individual teacher beyond sixty-five (65) days will be deposited in the individual's Excess Sick Leave Bank and will be used to determine any payback to the individual as follows:

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- a. Sick leave accumulated in excess of sixty-five (65) days will be included in the individual's Excess Sick Leave Bank. Days placed in the Excess Sick Leave Bank cannot be lost.
- b. Payback for the sick-leave days placed in the Excess Sick Leave Bank will be at a rate 50% of current substitute pay per day and will be paid upon severance from the School District.

Example: Teacher "A" has accumulated 65 days and begins a new contract. Teacher "A" would have 10 days credited to their Excess Sick Leave Bank. Any sick leave taken during the school term would be credited against the 65 days of Sick Leave.

- c. A request for a payback at severance must be submitted to the Superintendent's office for disposition. Forms for such a request will be issued by the same office.

* Special Note:

Days deposited in the Excess Sick Leave Account cannot be taken out for normal sick leave days. Days deposited in the Excess Sick Leave Account may be used for life-threatening, extended, incapacitating injury or illness involving the employee (unless covered by short term or long-term disability coverage), the employee's spouse, or a member of their family to the third degree of kindred as defined by common law. Days may not be used for minor, short-term personal illness, well-care, or injury or for medical and dental appointments. Requests for use of Excess Sick Leave must be submitted to the Building Principal and may be granted in accordance with this Agreement. The decision of a Building Principal on such requests may be appealed to the Superintendent whose decision on the matter will be final.

The Administration shall, at the beginning of each school term, provide each Teacher with a written statement relating to the number of days of sick leave credited to the Teacher's account.

Section 3. Emergency Leave

All Employees shall be granted up to five (5) working days leave for emergency situations arising out of unavoidable circumstances involving the employee, the employee's spouse or their immediate family. Examples of emergency situations include an emergency room visit, emergency mental health incident, accident, unscheduled emergency surgery, and emergency hospital admittance. In situations where the employee may use sick leave, the employee must use available sick leave before using emergency leave.

Emergency leave may also be used for a death in the employee's or their spouse's family to the third degree of kindred as defined by common law.

Emergency leave may be used for the first day of an emergency. Any additional leave days must come from other accumulated employer-provided leave available to the employee or additional emergency leave may be granted by the school administration in their discretion.

An employee may use up to a maximum of two (2) days of emergency leave per school year

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for weather-related emergencies such as blizzards, terrible road conditions, or other serious weather conditions. Every reasonable attempt should be made by the employee to only use partial days.

Building Principals will approve emergency leave requests submitted by employees. The decision of a building principal on such requests may be appealed to the Superintendent whose decision on the matter will be final.

Section 4. Personal Leave

All licensed full-time Teachers will be granted five (5) days of personal leave per year. This leave may be used as the Teacher desires, not to exceed three (3) consecutive days unless approved by administration. The Teacher agrees to notify the supervising Principal at least two (2) days prior to using such leave. The Principal may limit the use of the leave up to four (4) Teachers under his/her supervision at any one time. Personal leave requests received the last two (2) weeks prior to the last day of school will be at the discretion of administration. Unused personal days, whole or partial, will be paid to the Teacher at current substitute pay at the end of each contract year. Personal leave is not accumulative.

Section 5. Leave Without Pay

Leave without pay may be granted by Superintendent approval and request for such leave requires at least two (2) weeks' notice in advance. Leave without pay of more than one (1) day in a row may not be granted more than once in a three (3) year period. This provision does not apply to FMLA leave. If there is conflict between this provision and federal or state law, federal and state law shall govern this provision.

Section 6. Association Leave

At the beginning of every school year, the ASSOCIATION shall be credited with four (4) working days to be used by Teachers who are engaged in ASSOCIATION work. The days are to be used at the discretion of the ASSOCIATION. The ASSOCIATION agrees to notify the Principals involved no less than five (5) days in advance of the use of ASSOCIATION leave. Any reimbursement, above actual expenses, shall be returned to the BOARD.

Section 7. Sabbatical Leave

Eligibility: Teachers who have been employed by the District for four (4) years shall be eligible to apply for a sabbatical leave for a period up to one (1) year for the purpose of continuing education.

Requests: Requests for sabbatical leave must be received by a Review and Selection Committee which shall have been mutually developed by the Superintendent and the ASSOCIATION. The requests must be received in writing no later than March 15, and the Committee must take action on such requests no later than April 30. Each applicant must submit a written reason for the leave. No more than four (4) Teachers may be granted this leave in one (1) year. All sabbatical leave requests shall be subject to final approval by the BOARD.

Return: Upon return from a sabbatical leave, the Teacher shall be placed on the salary

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schedule at the level at which is appropriate according to the years of teaching experience. Any Teacher contracted to replace a Teacher on sabbatical leave shall be informed of the nature of the contract at the time of employment and the same information shall be reduced to writing and become a part of the teacher's contract. A written report summarizing the benefits of the leave shall be submitted to the Building Principal upon return.

Reimbursement: During said sabbatical leave, the Teacher shall be considered to be employed by the BOARD and shall be eligible to participate in any insurance or other fringe benefits of such employment. The Teacher shall make arrangements to compensate the BOARD for any insurance or other fringe benefits received during the period of the leave. No salary shall be paid to the Teacher during the sabbatical leave.

Section 8. Professional Leave

All licensed Teachers may be granted three (3) working days leave for professional reasons. The Teacher agrees to notify the supervising Principal at least two (2) days prior to using this leave. Approval of the Superintendent is required. Professional business may be used for purposes including, but not limited to, visitations to view other instructional techniques or programs, conferences, workshops, or seminars conducted by colleges, universities, NDU, NEA or affiliated departments thereof. School district or administrative initiated leave shall not affect this leave category.

Section 9. Public Service Leave

Upon application, availability of a substitute, and approval by the Superintendent, a leave of absence shall be granted to any employee in the bargaining unit for the purpose of serving in elective or appointive public office. Such leave shall be an unpaid leave of absence if the employee receives a salary for the public service and shall be a paid leave of absence if the employee does not receive a salary for the public service. A paid leave of absence shall not exceed two (2) days per contract period per Teacher.

Such leave of absence shall be for a period of time not less than the full term of the office of position held. (This leave shall include publicly called meetings for the position held.) Said leave of absence may be terminated at any time by the employee upon notification to the employer.

Upon expiration or termination of leave, the employee shall be returned to the same position in the same building as held previously and shall be placed on the salary schedule at the step which the employee would have been if such leave had never been taken.

All other rights and benefits shall be restored to the employee as fully as though such leave had never been taken. Seniority shall accrue during the period of leave.

ARTICLE X. PROFESSIONAL GROWTH

Teachers shall observe all school regulations, seek professional growth, participate in curriculum studies as prescribed by the school's administrative offices.

Section 1. General Requirement

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Every Teacher must be the holder of a valid North Dakota Teaching License to maintain their teaching position with the Langdon Area School District. Failure to maintain or timely renew licensure or endorsements required for their position shall be considered a breach of contract unless otherwise provided by law. If the individual is not able to provide the contracted teaching services as a result of their failure to maintain proper licensure or endorsement, the individual shall not be entitled to payment of their salary under this Agreement until proper licensure or endorsement is reinstated.

Section 2. Teacher In-Service

Each school term, all teachers shall participate in at least two (2) days of Professional Development as established by the Administration.

Section 3. Course Approval

Courses must be approved, in writing, by the Superintendent if they are to apply to advanced salary schedule lanes. Credits or courses counted for advancement on the salary schedule must be part of an advanced degree program, specifically related to the teacher's field of teaching, or related to continuing education/professional development supported by the district's goals or student growth (i.e. Technology, middle school endorsement, etc).

ARTICLE XI. SALARIES

Section 1. Schedules

The Salary Schedules of the district shall apply to all licensed Teachers.

OFFICIAL SALARY SCHEDULE FOR THE LANGDON AREA SCHOOL DISTRICT #23 2025-2026 SCHOOL TERM

BS	BS + 12	BS + 24	MA	MA + 16	MA + 32
			BS + 36	BS + 52	BS + 68
48,000	48,900	49,800	50,700	51,700	52,700

LANE CHANGE INCREMENTS (Education) \$900 each/lanes 2, 3, & 4

LANE CHANGE INCREMENTS (Education) \$1,000 each/lanes 5 & 6

Salary increase of \$500 of the 2024-2025 Teaching contract instructional salary for the 2025-2026 Teaching contract instructional salary.

The Salary Schedule is based on regular school calendar and a normal assignment is defined in this agreement. Any additional duties shall be compensated for according to the "Co-Curricular Pay Schedules" which are part of this agreement. **(APPENDIX B, B-1, C, C-1, B/C-2)**

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All Teachers returning to the system shall be placed on the appropriate level of education obtained on or before the starting date of the school term. New Teachers entering the system may be given a full year's credit on the schedule for any contracted teaching experience, whether full-time or part-time, in any accredited school district, providing a valid teaching certificate is presented. Included in such prior experience credit shall be years of service in the National Teacher Corps and up to two (2) years of experience in the Peace Corps and Vista.

Licensed personnel new to the school district will receive a salary in the lane corresponding to their educational level.

For each year of experience granted, a newly hired teacher will receive \$500.

Administration may make adjustments to ensure that no new staff member brought into the district will be hired at a salary that is higher than a returning staff member residing in the same lane with the same professional experience.

Section 2. Salary Advancement

Licensed personnel returning to the school system will receive any negotiated Lane Change Increment increases and any negotiated percentage/dollar amount salary increases based off their current instructional salary including an annual experience increase based on the following tiers. The experience increase will be prorated by employment percentage and added to the salary prior to additional increases.

1-10 years - \$600

11-20 years - \$700

21+ years - \$800

The Master's Degree Bonus (labeled Master Bonus) shall be \$750.00 per year effective the 2013-2014 School Term and is not to be pro-rated.

Horizontal lane changes will be based on semester hours or prorated quarter hours of college credits. Teachers must declare their intent of changing lanes to the Superintendent in writing by the end of the present school term to receive a lane change for the following year.

If the required number of approved credits are earned after the beginning of the school term, and before the first day of the second semester, the lane change will be authorized and made effective the first day of the second semester. Application for this lane change must be made to the Superintendent prior to the first day of the second semester. Payment will be made in a lump sum payment (one-half of the lane change allowance) upon the school's receipt of a transcript. Lane Change Increments shall be \$800 effective the 2006-07 School Term; and shall be \$900 for lanes 2, 3, & 4 and \$1,000 for lanes 5 & 6 effective the 2014-2015 School Term.

Section 3. Method of Payment

Each Teacher shall have the option of accepting his/her salary on a nine (9) or twelve (12) month basis. Those who elect a twelve-month (12) salary will be paid in full prior to the fiscal year end. Pay day will be the 5th of each month. If the 5th is not a school day (weekend or holiday), pay day will be the working day prior to the 5th.

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Section 4. Base Salary

The Base Salary for the *2025-2026 School Terms* shall be **\$48,000.00**.

Section 5. Summer School, Extended Contracts, Curriculum Writing, and Home School

Licensed teachers currently under contract by the district will be given first consideration when filling summer school positions. Regular summer schoolteachers will be paid at a **\$25.00** hourly rate. If the regular summer schoolteacher is absent, the substitute will be paid at a **\$20.00** hourly rate while the regular summer schoolteacher will be paid at a **\$5.00** hourly rate for the lesson plan preparations made for the substitute. On the third (3rd) consecutive day, the substitute will be paid at a **\$25.00** hourly rate and the regular summer schoolteacher will not receive preparation payment.

The method of computing wages for extended contracts will be using the individual's instructional salary hourly rate.

Curriculum writing and home school will be paid at a **\$22.00** hourly rate.

Section 6. Health Insurance

In accordance with the Attorney General's Opinion, the BOARD shall acquire a Health Insurance Group Plan based upon the specifications and the carrier mutually agreed upon by the BOARD and the ASSOCIATION. The BOARD shall provide all full time Teachers who desire coverage with full payment of the premium for a single insurance policy or 54% of the premium for a family insurance policy. If the carrier provides a single plus dependent portion to this plan, the BOARD shall provide all full-time teachers who desire coverage with 65% payment of the premium. In the event both husband and wife are teaching in the Langdon Area School system, each shall receive a single policy or together a family policy if there are dependents in the family. Prorated for Part-Time Teachers - see Article VIII of this Agreement. The BOARD shall make payment of insurance premiums for Teachers to provide insurance coverage for a full 12-month period commencing on the anniversary date of the policy. When necessary, premiums on behalf of the Teacher, in the amount stated shall be made retroactively or prospectively to assure uninterrupted coverage.

The BOARD shall provide a High Deductible Health Plan Embedded \$3,500 in which a Single plan (100% of premium) is provided \$2,500 into a Health Savings Account, and in which a Single + 1 (65% of the premium) or Family plan (54% of the premium) are provided \$4,500 into a Health Savings Account. Only Employees enrolled under the District's Health Insurance Plan will be provided HSA monies. All HSA amounts will be prorated to total work percentage time.

Section 7. Independent Study Classes

Teachers who teach an administratively approved Independent Study Course during prep or in parallel with another course will be compensated \$280.00 for a single student or \$450.00 for more than one student.

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Section 8. Income Protection Insurance

The BOARD shall acquire an Income Protection Insurance Plan based upon the specifications and a carrier mutually agreed upon. The BOARD shall make payment of insurance premiums for all Teachers to provide Income Protection Insurance for a full 12-month period commencing on October 1, 1991. When necessary, premiums on behalf of the Teacher shall be made retroactively or prospectively to assure uninterrupted coverage.

Section 9. Group Life Insurance

The BOARD shall provide all Teachers with a \$10,000 Term Life Insurance Policy with AD & D similar to the Plan currently in effect.

ARTICLE XII. PREPARATION PERIODS

All Teachers with two or more classes will generally be provided with approximately sixty (60) minutes of duty-free preparation time per day.

ARTICLE XIII. GRIEVANCE PROCEDURE

Section 1. Objectives

The broad objectives of the grievance procedure for the Langdon Area School District shall be:

1. To ensure an opportunity for professional staff members and administrators to have unobstructed communication with one another and the School Board with respect to alleged grievances without fear of reprisal.
2. To reduce the potential area of conflict between professional staff members, administrators, and the School Board.
3. To encourage and assure the freedom of effective communication through recognized channels between professional staff members, administrators, and the School Board.
4. To encourage the resolution of grievances as near the point of origin as possible.
5. To contribute to the development of improved morale and effectiveness of the Langdon Area professional staff through increased understanding of the Langdon Area School Board - LAEA Professional Negotiations Agreement.

Section 2. Definitions

1. A grievance is a good faith claim based upon an event or condition which affects the condition or circumstances under which a Teacher works, allegedly caused by misinterpretation or inequitable application of the terms of the Agreement.
2. A grievance should be limited to one subject matter.

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3. A grievance may not be used to change wage or other economic benefits.

Section 3. Procedure

Step One - (Informal)

A Teacher with a grievance shall within five (5) days of realization or being informed of said grievance:

1. Express his/her grievance directly to the Principal or immediate superior, or
2. Request the Association's representative to express his/her grievance to his/her Principal or superior, or
3. Appear together with the Association representative before his/her Principal or immediate superior for the purpose of expressing said grievance.
4. Continue to perform under contract until the grievance is resolved.

Before resolving the grievance, the Principal or the appropriate superior may consult the next higher level of Administration for an opinion, also, the Association representative may consult the next higher level of the ASSOCIATION for an opinion. Within five (5) workdays, the Principal or appropriate superior shall communicate his/her views to the aggrieved, to his/her representative (if any), and to any participating Association representative.

If the aggrieved is not satisfied he may then take or request that the grievance be taken to an appropriate higher level of Administration or the appropriate higher level of the ASSOCIATION.

At any point in the above procedure, the aggrieved Teacher, the Principal or appropriate superior, or the Association representative may request that the grievance under consideration be referred to a fact-finding committee and thus proceed directly to the more formal machinery set forth in Step Two of this grievance procedure.

Step Two - (Formal)

On proper written notice (see attached APPENDIX F) the Association's fact-finding committee, hereafter referred to as the GRIEVANCE COMMITTEE, shall within five (5) days transmit the grievance in writing to the Superintendent.

The Superintendent, or his/her designated representative, shall then work with the GRIEVANCE COMMITTEE in full good faith effort to seek an equitable solution.

A written copy of the proceedings of all meetings held concerning a given grievance under this step shall be prepared by the Superintendent or his/her representative and shall be furnished to the aggrieved Teacher, to the Superintendent, or to his/her representative, to each member of the GRIEVANCE COMMITTEE, and to the president of the ASSOCIATION.

If the grievance is not resolved within ten (10) workdays after the GRIEVANCE COMMITTEE has transmitted the grievance to the Superintendent, it proceeds to Step Three.

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Step Three - (Formal)

If a solution acceptable to all parties concerned is not reached within ten (10) work days after the GRIEVANCE COMMITTEE has transmitted the grievance to the Superintendent, the Superintendent or the GRIEVANCE COMMITTEE may institute binding grievance arbitration by so requesting in writing to the School BOARD and the elected officers of the ASSOCIATION.

Within ten (10) workdays after receiving a written request for binding grievance arbitration, a committee needs to be formed to create a local arbitration committee. The ASSOCIATION shall select one representative, the BOARD shall select one representative, and those two persons shall within five (5) working days select a third person, who shall serve as the committee's chairperson. If the ASSOCIATION's representative and the BOARD'S representative are unable to agree upon a third party within five (5) working days, a national arbitration service will be utilized. If such service is utilized, when arbitrators' names are received it shall be determined by lot which party shall strike the first name. Then each representative of the ASSOCIATION and the BOARD shall, in turn, each strike a name from the list until only one name remains, and that person shall be the third member of the committee and the chairperson.

The arbitrator shall investigate only the specific grievance filed. Within ten (10) workdays after his/her appointment, the arbitrator shall examine the grievance, consider and interpret the opinions of all parties concerned, and submit his/her written recommendation to the BOARD and the elected officials of the ASSOCIATION for official confirmation. The arbitrator's recommendation shall be considered to be binding on all parties concerned.

The costs of arbitration shall be borne equally by the BOARD and the ASSOCIATION.

Section 4. Disposition

All decisions reached under this grievance procedure shall be filed with each school administrator and the GRIEVANCE COMMITTEE to be used as precedents for future grievances.

Copies of the grievance proceedings shall not become a part of any teacher's personal file.

School Board members, Administrators, or Teachers shall not discriminate against one another because of the exercise of their rights under this grievance procedure.

ARTICLE XIV. CONTRACT ISSUANCE

Teaching contracts will be issued to those Teachers recommended by the Administration immediately following the completion of negotiations between the ASSOCIATION and the BOARD; however, contracts shall not be issued before March 15.

Each contract issued will have fifteen (15) days grace period from the date of issuance.

Those individuals seeking other teaching positions, or employment positions, shall consult with the Superintendent of Schools so that the Administration is alerted to the possible changes. Approval of a contract release request will depend heavily on the information given to the Superintendent prior to the deadline. Any Teacher requesting to be released from their signed

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contract after July 1 of the current contract year may be subject to a \$500 release penalty. Any Teacher requesting to be released from their signed contract after August 1 of the current contract year may be subject to a \$1,000 release penalty.

ARTICLE XV. REDUCTION-IN-FORCE

DEFINITION: Reduction-in-force (RIF) is reducing the staff in case of declining enrollments or financial stress. The reduction-in-force policy will not be used as a substitute for dismissal for cause.

PROCESS (in order): The following steps will be used in reduction-in-force:

- A: Attrition - including retirements and resignations - will be relied on to the extent possible.
- B: Any reduction-in-force will be accomplished by departments. For example, if we need to reduce an elementary teacher because of declining enrollment, we will include all the teachers who are currently teaching in the elementary school's regular education classrooms. The School Board, following a recommendation by the administration, will decide which department(s) will be affected by reduction-in-force.
- C: Following the guidelines for each category, the administration will award points to all the teachers in the department(s) under consideration. Upon completion a list of the teachers, with corresponding points by category, will be provided to the Association president.
- D: The same list will be provided to the School Board. The BOARD will use the list in sending RIF notices to the teacher with the fewest number of points. If multiple RIF's are necessary, notices will be sent to those teachers having the fewest number of points.

POINT SYSTEM: When attrition is not sufficient to alleviate the necessity for reduction-in-force, the policy of the District shall be to retain those teachers with the greatest number of "points". "Points" will be accumulated according to the criteria identified:

1. Seniority within the system - Seniority shall be determined by the number of years the teacher has been teaching in the Langdon Area School District(s). Each teacher will be granted points pursuant to the following number of years in the system(s) with the exception of retired teachers hired back, who will start over at year one of experience in this point system:

1 through 3 years	-----	1 point
4 through 6 years	-----	2 points
7 through 10 years	-----	3 points
11 through 14 years	-----	4 points
15 or more years	-----	5 points

*Within each level of seniority, the instructor with the most years of teaching experience within the district(s) will receive one additional point.

PROFESSIONAL NEGOTIATIONS AGREEMENT

2. Individual evaluations - This criteria will be worth 4 points. This evaluation process is the one that is mandated by century code and accomplished by the building principal, along with input from the superintendent of schools. All teachers who receive a satisfactory evaluation will receive 4 points. For loss of points under this criteria to occur, the administration must specifically state on the evaluation form that the evaluation is deemed unsatisfactory. Any unsatisfactory evaluation, to have any effect on the criteria for RIF, must be done at such a time as to provide no less than three months for the teacher to correct that which was deemed to be unsatisfactory. A follow-up evaluation will be accomplished by the administration in time to have effect on the criteria for RIF.

3. Diversity of qualifications - This criteria will be worth 3 points. This criteria will be based on the qualifications of the teacher to teach in multiple disciplines, multiple levels, and/or hold multiple credentials. (Examples would be special certification like a reading credential, certification to teach K-8, having more than one major, minor, advanced degrees, etc.) Points will be awarded on the basis of a point for each discipline, level, credential, major, minor, master's degree, etc. beyond one. If a tie, the teacher having attained the highest level of education in the department affected by RIF will be given one additional point.

4. Continuing education - This criteria will be worth 2 points. This criteria will be based on the number of college courses, workshops, conventions, etc. that the teacher has participated in (these must be in the teacher's major, minor, or endorsement field and meet the state requirements for that teaching position.) The 2 points will be awarded to each teacher that maintains the state requirements for his/her teaching position.

5. Technology skills - This criteria will be worth 1 point. This criteria will be based on the skills required in the Langdon Area School District. The baseline skills required are the ability to accomplish the following on computers, iPads, and/or smartboards: word processing, e-mail, and internet searches. If the administration is unaware that the teacher has these skills, the teacher may be asked to demonstrate his/her mastery of these skills.

In the event of a tie in points, the school board will make the final decision.

Any changes in this policy must be mutually determined through the bargaining process.

Any teacher who has been RIFed under this policy, may be placed on a recall list. The teacher is responsible for providing a telephone number and address to the district. If an opening occurs that a teacher on the recall list is licensed for, the district will fill that position from the recall list, provided the teacher still wants the position. If more than one teacher on the list is licensed for an open position, the teacher who had the greatest number of "points" when RIFed will be offered the position first, for a period of eighteen (18) months from the date that the BOARD takes final action.

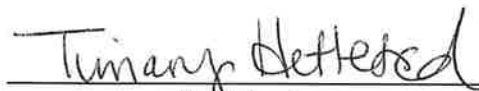
The provisions of this Agreement consisting of this page and sixteen (16) other pages plus attachments will become effective on *July 1, 2025*, and will continue in force until *June 30, 2026*, except as provided elsewhere in this Agreement.


PROFESSIONAL NEGOTIATIONS AGREEMENT

IN WITNESS THEREOF, duly authorized representatives of the ASSOCIATION and the BOARD hereunto set their hand and seals this *21st day of May 2025*; and further cause this agreement to become a part of the minutes of the BOARD and the ASSOCIATION and a portion of each professional contract issued under its provisions.


By order of the BOARD OF EDUCATION

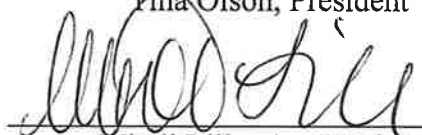

Dave Hart, President



Tiffany Heltved, Vice-President


Shauna Schneider, Business Manager

By order of the LANGDON AREA EDUCATION ASSOCIATION


Tina Olson, President

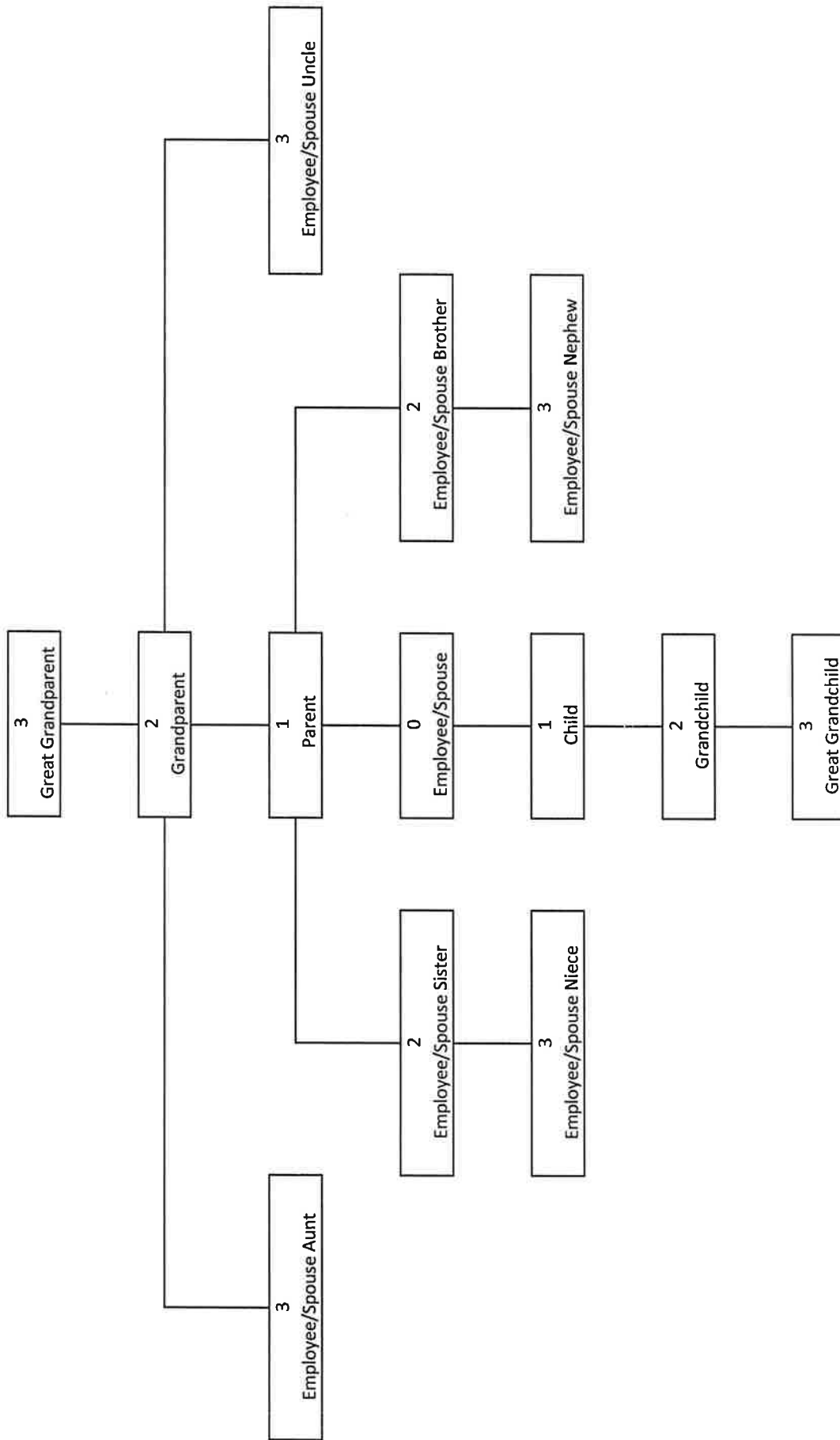

Mindi Lill, Vice-President


Josh Preble, Vice-President


Danielle Hansel, Secretary

LANGDON AREA SCHOOLS

Kindred Diagram to the Third Degree



**OFFICIAL CO-CURRICULAR PAY SCHEDULE
LANGDON AREA SCHOOL DISTRICT #23
2025-2026 SCHOOL TERM**

I. ATHLETIC EXTRA-CURRICULAR:

<i>POSITION:</i>	<i>Base Salary 2025-2026</i>	<i>Payment/Year of Experience</i>
Head Volleyball	\$5,616.00	\$75.00
Asst. Volleyball	\$4,052.00	\$56.25
Jr. High Volleyball	\$2,768.00	\$31.25
5th/6th Grade Volleyball	\$1,664.00	\$18.75
Head Football	\$5,616.00	\$75.00
Asst. Football	\$4,052.00	\$56.25
Jr. High Football	\$2,336.00	\$31.25
5th/6th Grade Football	\$1,664.00	\$18.75
Head Cross Country	\$3,797.00	\$56.25
Asst. Cross Country	\$2,597.00	\$43.75
Head Basketball	\$5,616.00	\$75.00
Asst. Basketball	\$4,052.00	\$56.25
Jr. High Basketball	\$2,768.00	\$31.25
5th/6th Grade Basketball	\$1,664.00	\$18.75
Head Track	\$4,715.00	\$62.50
Asst. Track	\$3,354.00	\$43.75
Head Golf	\$4,116.00	\$56.25
Asst. Golf	\$2,892.00	\$43.75
Head Baseball	\$4,116.00	\$56.25
Asst. Baseball	\$2,892.00	\$43.75
Head Softball	\$4,116.00	\$56.25
Asst. Softball	\$2,892.00	\$43.75
Cheer Coach Football	\$1,605.00	\$31.25
Cheer Coach Basketball	\$2,083.00	\$31.25
Athletic Director	\$11,130.00	\$75.00
Assistant Athletic Director	\$2,783.00	\$37.50

**OFFICIAL CO-CURRICULAR PAY SCHEDULE
LANGDON AREA SCHOOL DISTRICT #23
2025-2026 SCHOOL TERM**

II. NON-ATHLETIC EXTRA-CURRICULAR:

<i>POSITION:</i>	<i>Base Salary 2025-2026</i>	<i>Payment/Year of Experience</i>
Concession Stand Supervisor	\$4,050.00	\$56.25
FBLA Advisor	\$1,386.00	\$12.50
Asst. FBLA Advisor	\$970.00	\$8.75
FCCLA Advisor	\$1,386.00	\$12.50
Asst. FCCLA Advisor	\$970.00	\$8.75
Honor Society Advisor	\$394.00	\$6.25
HOSA Advisor	\$622.00	\$10.00
High School Social Studies Club	\$719.00	\$10.00
Elementary Academic Fair*	\$394.00	\$6.25
MS/HS Science Olympiad	\$3,074.00	\$25.00
Asst. MS/HS Science Olympiad	\$2,149.00	\$18.75
Foreign Language Club	\$393.00	\$6.25
Art Club	\$609.00	\$10.00
High School Student Council	\$1,386.00	\$12.50
Middle School Student Council	\$530.00	\$6.25
Class Advisor*	\$458.00	\$12.50
Prom Advisor*	\$962.00	\$12.50
Drama Coach	\$2,792.00	\$37.50
Speech Coach	\$3,076.00	\$37.50
Langdon Speech Meet Manager	\$992.00	\$12.50
Asst. Speech Coach	\$2,080.00	\$25.00
Jr. High Speech Coach	\$1,113.00	\$12.50
Yearbook Advisor	\$3,074.00	\$43.75
Scholarship Advisor	\$1,386.00	\$12.50
Cardinal Vision Advisor	\$2,633.00	\$37.50
Vocal Music - Secondary	\$3,670.00	\$50.00
Vocal Music - Pop Choir	\$2,543.00	\$31.25
Vocal Music - Elementary	\$1,163.00	\$12.50
Vocal Music- Middle School	\$609.00	\$10.00
Instrumental Music - Secondary	\$3,670.00	\$50.00
Instrumental Music - Jazz Band	\$2,543.00	\$31.25
Instrumental Music - Elementary	\$618.00	\$6.25
Pep Band Director - (based on 12 activities)	\$889.00	\$12.50
[Concessions to pay Pep Band \$50 per activity]		

OFFICIAL CO-CURRICULAR PAY SCHEDULES:
STATEMENTS
LANGDON AREA SCHOOL DISTRICT #23
2025-2026 School Term

The following stipulations to the Athletic Extra-Curricular Pay Schedule and the Non-Athletic Extra-Curricular Pay Schedule have been agreed upon:

1. The LAEA Extra Curricular Committee will bring salary requests to the Athletic Director/Administration. The Athletic Director/Administration will bring those requests to the Activity Committee. The Activity Committee will make a recommendation to the Board.
2. Any position on these schedules will be filled by the BOARD each year based upon interest, numbers and need.
3. If two separate teams are coached by one person due to low numbers or the unavailability of a second coach, the salary will be determined by the BOARD.
4. * Class Advisor salaries are based on two (2) advisors per class. If there is only one (1) advisor, salary shall be doubled.
5. Additions/changes to APPENDIX B and APPENDIX C will be decided upon by the Board and Administration, with input from an LAEA Officer.
6. All Coaches/Advisors will receive the base salary for their contracted assignment plus the experience increment times their number of years' experience (maximum 19 years) for that contracted assignment.
7. Coaches/Advisors may claim their years' experience (maximum 19 years) when moving down to any team level to coach in the same sport/activity
8. Coaches/Advisors may claim one half of their years of experience (maximum 9 years) when moving up one team level for that contracted assignment.
9. Coaching experience will transfer to another sport at the rate of 50% for Head Coach experience and 33% for Sub-Head Coach experience.

LANGDON AREA SCHOOLS

Grievance Report

Name of Individual(s) or Organization Grieved (Be Specific)

Date of Grievance Filing:

Day
Month
Year

Grievance Statement: (Be Specific)

Commit the alleged grievance to writing, clearly specifying the issue involved, the relief sought, the date the grieved person(s) or organization knows or should have known the incident or violation took place, and the specific section of the contract violated.

Signed.....

PERSON(S) – ORGANIZATION

DATE

Date of Grievance Receipt:

Day Month Year

Signed

Disposition of Grievance: All materials relevant to the disposition of the grievance must be attached to this form. Copies of the disposition must be submitted to the aggrieved party and to the school administration.