

**Linton Public School District #36**

**Linton Education Association**

**Master Contract**

**2025-2026 and 2026-2027 School Terms**

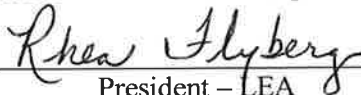
- I. Master Agreement Provisions
- II. Compensation
- III. Fringe Allowance
- IV. Leave Policies
- V. Administrative Procedures
- VI. Teacher Policies and Working Conditions
- VII. Early Retirement of Professional Staff Members



Chairperson – LEA Negotiations Team



Chairperson – Linton Board Negotiations Team



President – LEA



President – Linton Board of Education

# **I. MASTER AGREEMENT PROVISIONS**

## **A. Modification of Agreement**

This agreement shall not be modified in whole or in part except by an instrument in writing duly executed by the parties. Upon mutual consent to modify this agreement, negotiations shall commence not more than fifteen (15) days thereafter. All understandings, agreements, or awards shall be reduced to writing, ratified and signed by both parties, and made a part of this agreement.

## **B. Individual Contracts**

Any individual teaching contract between the school board and a teacher covered under this agreement heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this agreement. If an individual teaching contract contains any language inconsistent with this agreement, this agreement shall be controlling.

## **C. Separability**

If any article, section, or clause of the Agreement is found to be in conflict with law or declared illegal by a course of competent jurisdiction the article, section, or clause, as the case may be is automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses must remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.

It is further agreed that within ten (10) days of receipt of notification of the court's action, negotiations shall commence, during which a new agreement on such matter shall be reached.

All understandings and agreements reached under this procedure shall be reduced to writing, ratified and signed by each party, and made a part of the collective bargaining agreement.

## **D. Working Relations**

The Linton Education Association, hereafter referred to as LEA, shall file with the Linton Public School Board of Education, hereafter referred to as, The Board, a petition for recognition for appropriate negotiation unit and a petition as the representative organization for negotiations. It is agreed by both parties, the recognition process will follow dates, timelines, and requirements set forth by North Dakota Century Code.

Negotiations shall begin within ten (10) days of end of the legislative term as representative organization for negotiations is accepted by The Board.

## **E. Duration**

The duration of this contract will be for two (2) school years, from July 1, 2025 through June 30, 2027. In the event a successor agreement is not agreed upon before the anniversary date of this agreement, all provisions of this agreement shall remain in full force and in effect until a contractual agreement is reached. All salaries, benefits, and working conditions agreed upon in the successor agreement will be retroactive to the anniversary date of this agreement.

# **II. COMPENSATION**

## **A. Salary Schedule**

The following salary schedule shall apply to all Linton Public School teachers for the duration of this contract period. Base salary for the first year of the contract shall be \$46,700 for BS/BA; \$46,950 for BS/BA+8; \$47,200 for BS/BA+16; \$47,550 for BS/BA+24; \$47,900 for BS/BA+32; \$48,900 for MS/MA; \$49,250 for MS/MA+8 and \$49,650 for MS + 16. All hours are semester hours.

Base salary for the second year of the contract shall be \$48,900 for BS/BA; \$49,150 for BS/BA+8; \$49,400 for BS/BA+16; \$49,750 for BS/BA+24; \$50,100 for BS/BA+32; \$51,100 for MS/MA; \$51,450 for MS/MA+8 and \$51,850 for MS + 16. All hours are semester hours.

Increments for years' service shall be \$375 for BS/BA and BS/BA+8 lanes; \$400 for BS/BA+16, BS/BA+ 24, and BS/BA+32 lanes; \$425 for MS/MA, MS/MA+8 lanes and \$450 for MS/MA+16 lanes.

The maximum allowable number of years of experience for purposes of salary shall be seventeen (17) for the BS/BA and BS/BA + 8 lanes: twenty-three (23) for the BS/BA + 16, BS/BA + 24 lanes.

<b>Fall 2025</b>								
<b>Step</b>	<b>BS</b>	<b>BS+8</b>	<b>BS+16</b>	<b>BS+24</b>	<b>BS+32</b>	<b>MS</b>	<b>MS+8</b>	<b>MS+16</b>
0	46,700.00	46,950.00	47,200.00	47,550.00	47,900.00	48,900.00	49,250.00	49,650.00
1	47,075.00	47,325.00	47,600.00	47,950.00	48,300.00	49,325.00	49,675.00	50,100.00
2	47,450.00	47,700.00	48,000.00	48,350.00	48,700.00	49,750.00	50,100.00	50,550.00
3	47,825.00	48,075.00	48,400.00	48,750.00	49,100.00	50,175.00	50,525.00	51,000.00
4	48,200.00	48,450.00	48,800.00	49,150.00	49,500.00	50,600.00	50,950.00	51,450.00
5	48,575.00	48,825.00	49,200.00	49,550.00	49,900.00	51,025.00	51,375.00	51,900.00
6	48,950.00	49,200.00	49,600.00	49,950.00	50,300.00	51,450.00	51,800.00	52,350.00
7	49,325.00	49,575.00	50,000.00	50,350.00	50,700.00	51,875.00	52,225.00	52,800.00
8	49,700.00	49,950.00	50,400.00	50,750.00	51,100.00	52,300.00	52,650.00	53,250.00
9	50,075.00	50,325.00	50,800.00	51,150.00	51,500.00	52,725.00	53,075.00	53,700.00
10	50,450.00	50,700.00	51,200.00	51,550.00	51,900.00	53,150.00	53,500.00	54,150.00
11	50,825.00	51,075.00	51,600.00	51,950.00	52,300.00	53,575.00	53,925.00	54,600.00
12	51,200.00	51,450.00	52,000.00	52,350.00	52,700.00	54,000.00	54,350.00	55,050.00
13	51,575.00	51,825.00	52,400.00	52,750.00	53,100.00	54,425.00	54,775.00	55,500.00
14	51,950.00	52,200.00	52,800.00	53,150.00	53,500.00	54,850.00	55,200.00	55,950.00
15	52,325.00	52,575.00	53,200.00	53,550.00	53,900.00	55,275.00	55,625.00	56,400.00
16	52,700.00	52,950.00	53,600.00	53,950.00	54,300.00	55,700.00	56,050.00	56,850.00
17	53,075.00	53,325.00	54,000.00	54,350.00	54,700.00	56,125.00	56,475.00	57,300.00
18	53,450.00		54,400.00	54,750.00	55,100.00	56,550.00	56,900.00	57,750.00
19	53,825.00		54,800.00	55,150.00	55,500.00	56,975.00	57,325.00	58,200.00
20	54,200.00		55,200.00	55,550.00	55,900.00	57,400.00	57,750.00	58,650.00
21	54,575.00		55,600.00	55,950.00	56,300.00	57,825.00	58,175.00	59,100.00
22	54,950.00		56,000.00	56,350.00	56,700.00	58,250.00	58,600.00	59,550.00
23	55,325.00		56,400.00	56,750.00	57,100.00	58,675.00	59,025.00	60,000.00
24	55,700.00				57,500.00	59,100.00	59,450.00	60,450.00
25	56,075.00				57,900.00	59,525.00	59,875.00	60,900.00
26	56,450.00				58,300.00	59,950.00	60,300.00	61,350.00
27	56,825.00				58,700.00	60,375.00	60,725.00	61,800.00
28	57,200.00				59,100.00	60,800.00	61,150.00	62,250.00
29	57,575.00				59,500.00	61,225.00	61,575.00	62,700.00
30	57,950.00				59,900.00	61,650.00	62,000.00	63,150.00
31	58,325.00				60,300.00	62,075.00	62,425.00	63,600.00
32	58,700.00				60,700.00	62,500.00	62,850.00	64,050.00
33	59,075.00				61,100.00	62,925.00	63,275.00	64,500.00
34	59,450.00				61,500.00	63,350.00	63,700.00	64,950.00
35	59,825.00				61,900.00	63,775.00	64,125.00	65,400.00
36	60,200.00				62,300.00	64,200.00	64,550.00	65,850.00
37	60,575.00				62,700.00	64,625.00	64,975.00	66,300.00
38	60,950.00				63,100.00	65,050.00	65,400.00	66,750.00
39	61,325.00				63,500.00	65,475.00	65,825.00	67,200.00
40	61,700.00				63,900.00	65,900.00	66,250.00	67,650.00
41	62,075.00				64,300.00	66,325.00	66,675.00	68,100.00
42	62,450.00				64,700.00	66,750.00	67,100.00	68,550.00

<b>Fall 2026</b>								
<b>Step</b>	<b>BS</b>	<b>BS+8</b>	<b>BS+16</b>	<b>BS+24</b>	<b>BS+32</b>	<b>MS</b>	<b>MS+8</b>	<b>MS+16</b>
0	48,900.00	49,150.00	49,400.00	49,750.00	50,100.00	51,100.00	51,450.00	51,850.00
1	49,275.00	49,525.00	49,800.00	50,150.00	50,500.00	51,525.00	51,875.00	52,300.00
2	49,650.00	49,900.00	50,200.00	50,550.00	50,900.00	51,950.00	52,300.00	52,750.00
3	50,025.00	50,275.00	50,600.00	50,950.00	51,300.00	52,375.00	52,725.00	53,200.00
4	50,400.00	50,650.00	51,000.00	51,350.00	51,700.00	52,800.00	53,150.00	53,650.00
5	50,775.00	51,025.00	51,400.00	51,750.00	52,100.00	53,225.00	53,575.00	54,100.00
6	51,150.00	51,400.00	51,800.00	52,150.00	52,500.00	53,650.00	54,000.00	54,550.00
7	51,525.00	51,775.00	52,200.00	52,550.00	52,900.00	54,075.00	54,425.00	55,000.00
8	51,900.00	52,150.00	52,600.00	52,950.00	53,300.00	54,500.00	54,850.00	55,450.00
9	52,275.00	52,525.00	53,000.00	53,350.00	53,700.00	54,925.00	55,275.00	55,900.00
10	52,650.00	52,900.00	53,400.00	53,750.00	54,100.00	55,350.00	55,700.00	56,350.00
11	53,025.00	53,275.00	53,800.00	54,150.00	54,500.00	55,775.00	56,125.00	56,800.00
12	53,400.00	53,650.00	54,200.00	54,550.00	54,900.00	56,200.00	56,550.00	57,250.00
13	53,775.00	54,025.00	54,600.00	54,950.00	55,300.00	56,625.00	56,975.00	57,700.00
14	54,150.00	54,400.00	55,000.00	55,350.00	55,700.00	57,050.00	57,400.00	58,150.00
15	54,525.00	54,775.00	55,400.00	55,750.00	56,100.00	57,475.00	57,825.00	58,600.00
16	54,900.00	55,150.00	55,800.00	56,150.00	56,500.00	57,900.00	58,250.00	59,050.00
17	55,275.00	55,525.00	56,200.00	56,550.00	56,900.00	58,325.00	58,675.00	59,500.00
18	55,650.00		56,600.00	56,950.00	57,300.00	58,750.00	59,100.00	59,950.00
19	56,025.00		57,000.00	57,350.00	57,700.00	59,175.00	59,525.00	60,400.00
20	56,400.00		57,400.00	57,750.00	58,100.00	59,600.00	59,950.00	60,850.00
21	56,775.00		57,800.00	58,150.00	58,500.00	60,025.00	60,375.00	61,300.00
22	57,150.00		58,200.00	58,550.00	58,900.00	60,450.00	60,800.00	61,750.00
23	57,525.00		58,600.00	58,950.00	59,300.00	60,875.00	61,225.00	62,200.00
24	57,900.00				59,700.00	61,300.00	61,650.00	62,650.00
25	58,275.00				60,100.00	61,725.00	62,075.00	63,100.00
26	58,650.00				60,500.00	62,150.00	62,500.00	63,550.00
27	59,025.00				60,900.00	62,575.00	62,925.00	64,000.00
28	59,400.00				61,300.00	63,000.00	63,350.00	64,450.00
29	59,775.00				61,700.00	63,425.00	63,775.00	64,900.00
30	60,150.00				62,100.00	63,850.00	64,200.00	65,350.00
31	60,525.00				62,500.00	64,275.00	64,625.00	65,800.00
32	60,900.00				62,900.00	64,700.00	65,050.00	66,250.00
33	61,275.00				63,300.00	65,125.00	65,475.00	66,700.00
34	61,650.00				63,700.00	65,550.00	65,900.00	67,150.00
35	62,025.00				64,100.00	65,975.00	66,325.00	67,600.00
36	62,400.00				64,500.00	66,400.00	66,750.00	68,050.00
37	62,775.00				64,900.00	66,825.00	67,175.00	68,500.00
38	63,150.00				65,300.00	67,250.00	67,600.00	68,950.00
39	63,525.00				65,700.00	67,675.00	68,025.00	69,400.00
40	63,900.00				66,100.00	68,100.00	68,450.00	69,850.00
41	64,275.00				66,500.00	68,525.00	68,875.00	70,300.00
42	64,650.00				66,900.00	68,950.00	69,300.00	70,750.00

Teachers on the last step of a salary lane will receive a career increment. The career increment for teachers on the BS/BA, BS/BA+8, BS/BA+16, and BS/BA+24 lanes will be \$375. BS+32 will be \$400 and MS and MS+8 will be \$425, MS+16 will be \$450.



Teacher salaries shall be no less than required in the negotiated salary schedules which are a part of this contract ratified by The Board and the LEA. This number will be the same for all teaching areas. It will be determined before the Master Contract is signed and will remain in effect for the length of the contract (two years). The Board will determine the number of years of experience a teacher can bring into the system.

To be eligible for placement on the Master's Degree column of the salary schedule, a teacher's Master Degree must be in a relevant subject matter field or in general education. A Master's Degree of Education is eligible.

<b>B. Extra-Curricular Salary Schedule</b>	
23%	Activities Director
14%	Technology Coordinator
11.5%	Head Coaches: Boys Basketball, Boys Golf, Football, Girls Basketball, Girls Golf, Track, Volleyball, Wrestling; Speech Advisor
9.5%	Assistant Coaches: Boys Basketball, Boys Golf, Football, Girls Basketball, Girls Golf, Track, Volleyball, Wrestling; Assistant Speech Advisor
8%	Band Director
7.5%	Junior High Coaches: Boys Basketball, Boys Golf, Football, Girls Basketball, Girls Golf, Track, Volleyball, Wrestling
6%	Future Business Leaders of America (FBLA) Advisor; Family Career & Community Leaders (FCCLA) Advisor; One-Act Play Director; Technology Student Association (TSA) Advisor; Web Master; Yearbook Advisor; Junior Class Advisors (Maximum of 3 positions with equal distribution of percentage)
4.5%	Junior High Speech Advisor
4%	Elementary Coaches: Boys Basketball, Girls Basketball, Football, Volleyball, Wrestling; National Honor Society Advisor; Close-Up Advisor
3%	Elementary Yearbook Advisor; North Dakota High School Activities Association (NDHSAA) Web Page Administrator, Assistant Technology Coordinators (Minimum of 2 positions each at 3%)
1.5%	Senior Class Advisors (Maximum of 2 positions each at 1.5%) Science Fair Advisors (Maximum of 2 positions each at 1.5%)
1%	Academic Competition Advisor; Elementary Music Director (must attend an elementary music festival), Spelling Bee Coach

1. Percentages will be paid on salaries in the BS/BA column of the regular salary schedule.
2. Up to five (5) years credit may be granted for out-of-system coaching experience.
3. Coaches within the system will receive credit for each year's coaching experience.
4. Activity supervisors whose pay is not prorated and included in their regular monthly salary shall receive their pay in one payment at the end of their particular activity period. Payment shall be made within five (5) working days of completion of their activity completion report.
5. For each extra week of post-season play, head coaches shall receive \$75.00 per week and assistant coaches \$50.00 per week beyond their regular coaching salary. Post-season play will be defined as follows: Football - beyond the last regular season game; Basketball and Volleyball - beyond the district level tournament; Wrestling, Track, and Golf - beyond the regional level of play; Speech Advisor, Drama Advisor, Band Director, Science Fair Advisors, and Cheerleader Advisor will be paid a flat fee of \$50.00 for extension of season. Assistant Speech Advisor will be paid a flat fee of \$25.00 for extension of season. FCCLA, TSA, and FBLA extension of season is defined as competition after a state conference and advisers will be paid \$250.00 for taking a qualifying student to the National Convention.
6. Any chaperone related compensation for events, trips or conferences will be paid by the specific fundraising efforts or account of the program the chaperone is supporting. In the event a chaperone is assisting the Linton School District itself,

and not an individual program or group, prior compensation will be agreed upon between the Superintendent and chaperone(s). Any deviation from this definition of chaperone compensation must receive prior approval from the Superintendent. A chaperone that drives (anyone who is not the advisor or paid employee) will be compensated by current bus driving rates as set by The Board.

7. The positions of Activities Director and Technology Coordinator will be paid according to the salary schedule. The period/periods for these duties will be assigned by the Superintendent. The Activities Director or Technology Coordinator will be compensated at the rate of 1/7 base pay in lieu of a period off at the discretion of the Superintendent.

8. Extra-curricular positions are advertised for one week to current staff before they are advertised outside the school.

9. Only one position will be paid out of the district funds unless two or more positions are stated in the extra-curricular schedule.

### **C. Procedures for Payment**

The Board agrees to assist educator participation in the North Dakota United Dues Credit Trust by providing educators the option of being paid either in nine (9) equal monthly installments or in twelve (12) equal monthly installments.

All teachers shall be paid on the twentieth (20<sup>th</sup>) of the month or the last working day before the twentieth (20<sup>th</sup>) except for the month of May. If school ends after the twentieth (20<sup>th</sup>), teachers will be paid on the twentieth (20<sup>th</sup>) of May and the June check will be held until the end-of-year requirements are met. If teachers are paid on a nine (9) month schedule, their May check will be held until end-of-year requirements are met. Teachers shall complete the following items before they are paid their final check:

1. Inventories
2. Requisitions
3. Report Cards
4. Permanent Grade Reports
5. Room Check by Building Principal
6. Keys turned in to the Office

### **D. Trip Reimbursement**

Any teacher supervising a field trip, a road trip, chaperoning students or conducting any other approved school activity away from school will receive no less than the State rates.

### **E. Professional Leave Reimbursement**

Any teacher taking approved professional leave shall be reimbursed in full at the above scheduled rates (see trip reimbursement) for all travel expenses.

### **F. Preparation Period Reimbursement**

Teachers shall be paid \$30.00 per period for preparation period reimbursement and detention supervisor. Teachers substituting for fractional parts of a period will be paid on a proration of the \$30.00 per period for the time worked. With the exception of study halls, teachers who supervise a second class other than their own during a teaching period will be paid for a sub period. Payment for preparation period reimbursement will be made semi-annually, once prior to February 1<sup>st</sup>, and again prior to June 1<sup>st</sup>.

### **G. Continuing Education Reimbursement**

The Board shall pay \$125.00 per semester hour or \$77.00 per quarter hour for each accumulated semester or quarter hour of credit earned up to a maximum of \$500.00 per year that is approved by the Superintendent. Reimbursement exceeding the \$500.00 upper limit will be carried over to the following years as long as the teacher remains in the Linton School system. Credits must be earned during employment at Linton School District. Reimbursement will be offered after one year of employment at Linton School District. Teachers must submit documentation of credits earned by September 1<sup>st</sup> and will be paid for those earned credits no later than September 20<sup>th</sup>.

## **H. Monthly Time Sheets**

All school personnel shall fill out a monthly time sheet, which would report extra pay duties and activities not part of their regular contracted salaries. Payment for these duties will be made semiannually at the end of each semester except when the accumulated amount due exceeds \$25.00, at which time the full amount shall be paid on or by the fifth day of the next month.

## **III. FRINGE ALLOWANCE**

### **A. Health Insurance**

For teachers electing not to participate in the district group health insurance plan, the Board shall provide \$6,325.00 in fringe benefits each year of the contract to each full-time teacher to be applied to the District's Section 125 Benefit plan. For teachers electing to participate in the district group health insurance plan, the Board shall provide an amount equal to a single health insurance premium towards a health plan.

### **B. Disability**

The Board shall provide \$216.00 per teacher or full disability coverage whichever is less cost to the Board.

## **IV. LEAVE POLICIES**

### **A. Sick Leave**

All teachers shall be entitled to ten (10) days of sick leave per year, available beginning the first day of enrollment. Sick leave shall be able to be accrued to a total of ninety (90) days. Teachers will be compensated for all unused sick leave over ninety (90) days on an annual basis at the rate of  $\frac{1}{2}$  of sub pay per day. Said compensation shall be paid on the last workday of the school year. Teachers with fifteen (15) or more years of service to the district will be compensated for unused sick leave at the rate of  $\frac{1}{2}$  of sub pay per day when they leave the system.

Teacher may use ten (10) sick days to buy one (1) personal day (limited to two (2) per year). All purchased days must be used during the current school calendar year.

A sick leave bank is available to the certified teaching staff of the Linton Public School faculty. The purpose of the "bank" shall be for a major disaster, major illness or other medical condition, and/or medical emergency. A day will be considered a full day whether contributed by full-time or part-time staff.

The Sick Leave Bank will be equally available to any individual covered under the Master Contract, and these accompanying terms, who wants to donate or apply to the bank, without consideration of an individual's protected class, including race, color, creed, national origin, religion, sex, age, disability, marital status, status with regards to public assistance, or any other class protected under state or federal law.

The sick leave bank days shall be established at the beginning of the school year, and will be added to each year until each member has contributed two (2) days. If additional days are needed during any given year, one (1) additional day may be assessed to the members involved. No member may draw more than thirty (30) days a year, and no more than fifty (50) days over a period of five (5) years. Days drawn out will be considered full days, regardless of the full-time equivalency of the staff member drawing them.

All faculty agreeing to being involved in this bank must continue their involvement until the end of their teaching career in the Linton Public School system. First year teachers in our system may not be involved in the sick leave bank until their second year of teaching at Linton Public School. The teacher must contribute days in order to draw from the sick leave bank.

Any faculty member having used their total accumulated personal sick leave may after five (5) teaching days without pay, apply to the Sick Leave Bank for consideration to draw on the Sick Leave Bank Days. Application must be in writing and given to the Sick Leave Bank Committee for consideration. A medical doctor's certificate of illness shall accompany all applications to the Sick Leave Bank Committee. If the teacher begins receiving paid disability benefits, including short-term or long-term disability or social security disability, the Sick Leave Bank will discontinue.

The Sick Leave Bank Committee shall consist of two (2) teachers volunteered from the group of teachers involved in the Sick Leave Bank. One teacher will be from the high school area and one teacher from kindergarten through sixth grade area. The superintendent will also be asked to serve on the committee. Volunteers will serve for a two (2) year period on a rotation basis.

The purpose of the Sick Leave Bank Committee shall be to oversee the use of the Bank, review all applications, accept or reject the application, maintain proper balance and provide reasonable assurance that the Sick Leave Bank is not abused.

All bookkeeping will be done in the business office.

#### **B. Professional Development Leave**

Each educator shall be entitled to professional development leave each school year for purposes of attending workshops, conferences, training sessions and other professional activities, including those in the summer. Approval to attend such activities is at the discretion of the Superintendent and must be approved in advance.

#### **C. Personal Leave**

All teachers shall receive five (5) days of personal leave each school year, accumulative to six (6). In the event that a teacher does not use his or her days of personal leave or any part thereof, the teacher shall have their choice on an annual basis to have the unused personal leave added to their accrued sick leave or be compensated at the rate  $\frac{1}{2}$  the substitute teacher pay per unused day of personal leave. Said compensation shall be paid on the last workday of the school year.

Teachers must make a prior request for personal leave from their direct supervisor, requests to be granted on a "first come, first served" basis.

#### **D. Emergency Leave**

Subject to the approval of the Superintendent, all teachers shall be allowed up to three (3) days of emergency leave, during and limited to circumstances beyond the teacher's control. Circumstances may include an act of God, death of a relative or non-relative, damage to residence, weather conditions, etc. Leave allowed for bereavement will not be subject to the three (3) day limit. Any day used will be deducted from the teacher's sick leave accumulation.

#### **E. Sabbatical Leave**

A teacher must have a minimum of three (3) years experience within the Linton School District.

Eligible teachers must apply to the Superintendent of Schools and all such leaves shall be subject to approval of the Board.

Leave of absence must be for a specific period of time, i.e. one (1) school year or two (2) school years.

Teachers on leave will be assured of a position in the school system at the conclusion of the leave, provided written notice of intent to return is received by the Superintendent of Schools no later than March 1<sup>st</sup> of the calendar year in which said leave is to be completed. Failure to submit written notice of intent to return, on or before March 1<sup>st</sup>, shall be deemed to be voluntary resignation and waiver of right to re-employment.

Teachers returning from a sabbatical leave from which the district derives benefit in terms of having a teacher with an improved education or educational experience shall return to duty with that period of leave counting for purposes of salary, seniority and all other purposes. Those taking sabbatical leave for other than education related reasons will assume an experience position on the salary schedule corresponding to their position at the time the leave commenced.

Teachers on leave will forfeit all salary, wages and benefits while on leave of absence, but shall retain the right to continue participation in all district insurance, annuity or other fringe programs during said leave by reimbursing the Board for the actual cost of participation in those programs.

#### **F. Maternity/Adoption Leave**

A staff member who is pregnant or adopting a child shall be entitled upon request to a leave of absence. Said staff member shall notify the Superintendent in writing of her desire to take such leave and, except in the case of emergency, shall give



such notice at least sixty (60) days prior to the date on which her leave is to begin. The first fifteen (15) days are a paid leave benefit and will not be deducted from sick or personal leave. Remaining leave will be deducted from sick or personal leave or be taken as leave without pay.

#### **G. Paternity/Adoption Leave**

A staff member shall be entitled upon request to a leave of absence. Said staff member shall notify the Superintendent in writing of his desire to take such leave and, except in the case of emergency, shall give such notice at least sixty (60) days prior to the date on which his leave is to begin. Paternity leave will be defined as the day of the birth/adoption of the child. The first five (5) days are a paid leave benefit and will not be deducted from sick or personal leave. Starting on day (6) six, leave will be deducted from employee sick or personal leave and can be taken for an additional three (3) weeks.

#### **H. Public Service Leave**

##### **1. Jury Duty and Subpoenas**

Teachers subpoenaed as witnesses, in legal actions other than those in which the Linton School District and teacher or the Association are opposing parties and teachers called for jury duty shall be responsible for the organization and coordination of their regular school responsibilities and shall receive regular salary payment less any witness fees or compensation for jury duty, during the time of their service.

##### **2. Military Leave**

North Dakota Century Code shall apply in all cases involving military leave.

##### **3. Professional Activities Leave**

Teachers involved in professional education activities including but not limited to, State, District, Board or Council professional appointments may be granted leave with regular salary. The teacher shall request such leave from the Superintendent of Schools, who shall either approve or deny the request. The Superintendent shall notify the Board of the decision.

##### **4. Political Activity and Public Office Leave**

Leave for serving in an elective office may be granted by approval of the Board. Said leave shall be with a reduction in salary and benefits equal to the number of days off the teaching job times the calculated rate of pay per day. (Contracted salary and benefits divided by the number of days in the school year.)

#### **I. 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 terms, results in damages to the school District which are impractical or extremely difficult to actually ascertain. The Board is not required to release a teacher from their contract; however, in an effort to fix compensation which bears a reasonable relationship to probable damages and which is not disproportionate to anticipated damages, the following sum shall be paid by a teacher following approval of release from their contract. Release requested during period from:

May 23-June 15: \$750

June 16-July 31: \$1,500

August 1-End of Term: \$3,000

Any unused leave from a current year contract that is breached, is non-reimbursable. Upon payment by teacher to be released from employment contract, the district agrees to not report said teacher to the North Dakota Education Standards and Practices Board for breach of contract. The Board may, in its sole discretion and by reason of extenuating circumstances, waive part or all of such liquidated damages.

## **V. ADMINISTRATIVE PROCEDURES**

#### **A. Grievance Procedure**

All grievance procedures shall follow federal laws, federal guidelines, and applicable state laws or school policy.

## **B. Reduction in Force**

A Reduction in Force (RIF) policy will be adopted by The Board as a school board policy.

In the event any modifications to the RIF policy are needed, a committee will be formed to develop, review, and propose changes. This committee will consist of: one teacher from each building – 3 total and all administration.

This committee will ensure that the perspectives of all stakeholders are considered. No changes to the RIF policy shall be made without the committee's review and recommendations.

## **VI. TEACHER POLICIES AND WORKING CONDITIONS**

A. All high school teachers shall be granted the length of a high school class period plus passing time of unobligated preparation time per school day. The length of a class period shall meet or exceed state guidelines. Elementary and Middle School teachers shall be granted as equivalent amount of preparation time on a weekly basis.

B. Lunch duty shall be on voluntary basis. Teachers shall be paid three dollars (\$3.00) per lunch duty plus the cost of an adult meal. All volunteers must volunteer at the beginning of the school year.

C. The length of the school day for teachers shall begin at 8:00AM on official student days to fifteen (15) minutes after the official student day ends, except for three (3) days per school year as determined by the Superintendent, when the work day could be extended by thirty (30) minutes for the purpose of meetings, in-service training sessions, guest speakers, etc. The Superintendent would designate extended work days and times no less than one (1) week prior to the dates to be used as extended days.

D. For the purpose of this contract, lunch hour shall be defined as twenty (20) or more minutes.

E. Non-teaching duties shall be voluntary and compensation for such duties shall be agreed upon between the Superintendent and the teacher prior to the performance of such duties. All such agreements shall be in writing with copies provided for The Board, teacher involved, and the LEA.

F. School personnel are expected to remain on school grounds during the school day except for duty-free lunch periods. Non-school business should be done during the teacher's duty-free lunch time except for emergencies when the Superintendent or his designate shall authorize a teacher to leave prior to the teacher attending to the emergency. Teachers are also expected to keep the office informed as to their location during the school day.

G. Teachers shall work one hundred eighty-two (182) days or less, and all professional development days shall apply toward that requirement.

## **VII. EARLY RETIREMENT OF PROFESSIONAL STAFF MEMBERS**

A. Teachers who retire and have a combined age and years of service equal to: The Rule of 85 for Tier 1 grandfathered employees; Age 60/Rule of 90 for Tier 1 non-grandfathered employees and Tier 2 employees, or age 65, whichever comes first, and who have twenty (20) or more years of continuous full-time service in the Linton School District prior to the date of their retirement are eligible for retirement benefits. The teacher shall notify the district in writing of his/her intent to retire no later than June 1<sup>st</sup> of the year prior to the year retirement is to begin. Private school years of service may be added if it is beneficial to the employee for early retirement consideration.

Upon approval of an early retirement request, both parties shall enter into a contractually binding, written agreement which shall set forth all terms and conditions of the early retirement, including but not limited to, the amount of payments, the payment date(s), and a waiver of all continuing contract and nonrenewable rights.

The employee waives all rights to continuing contract and all fringes and benefits. This waiver applies only to rights or claims arising on or before the date the agreement is executed. The employee is advised to consult with an attorney prior to execution of the application and agreement. The employee also has a right to revoke this agreement within seven (7) days of signing it.

## **B. RETIREMENT TABLE:**

1. This one-time early retirement incentive payment will be made based on the combined age and years of service of the applicant in the first two years of eligibility only according to the prescribed Tiers above as defined by the North Dakota Teacher's Fund for Retirement

First Year of Eligibility:	\$20,000.00
Second Year of Eligibility:	\$18,000.00

2. Early retirement is fully voluntary and no teacher shall be required or forced to retire early under the provisions of his policy. All teachers who desire early retirement and are eligible may make application. The Board may not be able to approve all requests because of the availability of funds, excessive numbers or requests, or other factors, and therefore reserves the right of refusal.

3. The Board may prorate the early retirement payment over a three-year period.

4. Teachers who have retired early under the provisions of this policy shall not be eligible for employment in the Linton School District, except that such teachers may be hired as substitutes at the same daily wage paid any substitute. Teachers who have retired under this policy are only eligible for the current daily substitute rate regardless of the number of consecutive days substituting for one teacher.

5. Teachers termination employment due to a disability are not eligible for an early retirement payment under the provisions of this policy unless the payment was contracted prior to incurring the disability.

6. Teachers who elect this policy are personally responsible for determining what effect early retirement will have on their coverage under the Teachers' Fund for Retirement (TFFR), Social Security and any other programs for which they may be eligible for benefits.

7. A complete application and subsequent approval by the Board of an early retirement request shall constitute a legally binding resignation and waiver of the person's continuing contract and nonrenewal rights when all terms and conditions are agreed to.

8. On the effective date of the early retirement, a teacher electing early retirement is no longer considered an employee of the Linton School District, and therefore is entitled to none of the benefits or privileges provided employees except as provided by this policy.

9. All fringe benefits provided by the Linton School District to teachers, with the exception of any provided by this policy, are discontinued at the conclusions of full-time employment, except that the termination date of fringe benefits may be extended to comply with provisions of the various group plans and companies providing coverage, so long as it results in no additional expense to the district.

10. Early retirees may be allowed to convert group fringe benefit programs to individual plans if the District's insurance carriers writing such coverage approve of such participation for retirees, provided there is no expense to the District. However, no insurance carrier will be required to provide conversion programs for retirees unless this is already a condition of the contract with such carrier.

11. Superintendent or their designate will provide information to interested teachers on the various aspects of early retirement upon request.

12. Early retirement application procedure and payment schedule are in the Business Manager's office.

## **C. EARLY RETIREMENT PAYMENT:**

1. All early retirement payments will be made in accordance with Internal Revenue Service regulations.

2. Payments will be made in the month of July of the year of the retirement; however, the Board may elect to defer a portion of the payment to a time not later than 36 months from the date of the first payment schedule (limited to a maximum of three (3) payments), as long as such payment is consistent with Internal Revenue Service regulations.

