

**2025-2027**

# **COLLABORATIVE BARGAINING AGREEMENT**

**Richardton-Taylor Public School District #34**

320 Raider Road

Richardton, ND 58652

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# **RAIDERS**

  
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President, RTPSD School Board      5/1/25  
Date

  
\_\_\_\_\_  
President, RTEA      5/5/25  
Date

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## Preface

The Richardton-Taylor School District School Board and the Richardton-Taylor Education Association agree that the terms and conditions set forth in this Agreement represents understanding and commitment between both parties.

The provisions of the Agreement will be effective and remain in full force for two (2) years. Said Agreement will automatically be renewed and continue in full force and effect for additional periods for two (2) years unless either the Richardton-Taylor Public School District School Board or the Richardton-Taylor Education Association gives written notice, to the other, not later than 160 days prior to the expiration date, or any anniversary thereof (approximately January 20<sup>th</sup>). The anniversary date will be July 1<sup>st</sup>.

Any contract between the Richardton-Taylor Public School District School Board and a Teacher shall be expressly subject to the terms and conditions of the Agreement.

## Recognition

The Board of Education of Richardton-Taylor Public School District #34, Stark County, Richardton-Taylor, North Dakota, hereinafter referred to as the Board, recognizes the Richardton-Taylor Education Association, hereinafter referred to as the Association, as the exclusive representative of the certificated teachers employed by the Board.

The Association recognizes the Board as the elected representative of the people of Richardton-Taylor and as the employer of the certificated teachers of the Richardton-Taylor Public School District #34.

For clarification, the description of certified teacher excluding administration and substitute teachers will be defined in North Dakota Century Code (NDCC) 15.1-13-01 to 15.1-13-31, and 15.1-16-02.

## Principles

**Representation:** The Board or their designated representatives shall meet with the representatives of the Association to collaborate and attempt to reach agreement on terms and conditions of employment and employer-employee relations.

**Attaining Objectives:** Attainment of objectives of the educational program of the Richardton-Taylor Public School District requires mutual understanding and cooperation between the Board and the teaching personnel.

**Professional Teaching Personnel:** Teaching is a profession requiring specialized qualifications and the success of the educational program in the district depends upon the maximum utilization of the abilities of teachers who are satisfied with the conditions under which their services are rendered.



Teachers have the right to join any organization for their professional or economic improvement, and membership in any organization shall not be required as a condition of employment.

## Board Functions

The Board, on its own behalf, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by applicable law, rules, and regulations to establish the framework of school policies and projects including the right:

- A. To the executive management and administrative control of the system and its properties, programs, and facilities.
- B. To employ and re-employ all personnel and, subject to the provisions of law or the North Dakota Department of Public Instruction regulations, determine their qualifications, their work assignments, their dismissal, their demotion, and their promotion.
- C. To establish and supervise the program of instruction and to make the necessary assignments for all programs of an extracurricular nature that benefit students.
- D. To approve means and methods of instruction, selection of textbooks, and other teaching materials, the use of teaching aids, class schedules, hours of instruction, class size, teaching load, and school calendar. Teacher recommendations will be evaluated in determining decisions relevant to areas mentioned in this paragraph.

## Procedures for Collaborative Bargaining

### **Team Composition:**

Each side must have equal representation. The Association team will be composed of two designees. There may not be more than two teachers or two board members at the table at any time, alternates may be used if mutually agreed upon. The Board team can make tentative agreements only. In compliance with the NDCC 15.1-09-29, Board team tentative agreements are subject to at least a majority vote of the School Board for ratification.

**Decorum:** Both teams shall conduct themselves in an orderly and professional manner. In the spirit of collaborative bargaining, team members will work towards consensus on all items.

**Superintendent's Role:** The Superintendent shall serve as a resource person and as an advisor to both teams during the collaborative bargaining process. The Superintendent shall serve as committee chairperson.

### **Meeting Dates, Times, and Location:**

- A. Frequency – Meeting dates will be set as mutually agreed by representatives of the Board and the Association.
- B. Place – The meeting place will be set as mutually agreed by representatives of the Board and the Association.

- C. Time – Meeting times will be mutually determined by representatives of the Board and the Association, with time and length of meetings to be changed only by mutual consent of both parties.
- D. Target Date – It is agreed that the collaborative bargaining teams will strive to complete the collaborative bargaining process before the end of the school term.

**Public Participation:** The public will be prohibited from participating in collaborative bargaining meetings.

**Minutes:** The Business Manager shall prepare minutes of the collaborative bargaining meetings. Minutes shall be subject to both teams' approval before they become official.

**Agendas:** Before adjourning each meeting, an agenda must be prepared for the next meeting. Items also may be added to the agenda upon mutual consent of both teams.

**Deadline for Proposals:** Both teams shall identify proposals they wish to discuss at the first collaborative bargaining meeting. Additional proposals thereafter may only be added with agreement of both teams.

**Caucus:** Individual teams have the right to caucus, outside each other's presence, upon request of either team.

**Collaborative Bargaining and Agreement to Proposal:** Once an agreement is reached on an article, the language shall be initialed and dated by the bargaining teams. Any initialed article or section may only be reopened for language change or further bargaining by mutual consent of the parties. Such agreements are only tentative until negotiations are complete, and the entire agreement is approved by both teams' governing bodies or until the Board has statutory authority to issue unilateral contract. Articles on which agreement cannot be reached will be tabled until all items on which agreement can be reached or addressed.

**Tabled Proposals:** Parties will make a diligent effort to reach agreement on tabled articles. If agreement cannot be reached, parties agree to initiate the proceedings for impasse.

**Ratification:** If all articles have been agreed to and initialed by both parties, a draft copy of the finalized language will be submitted to the Board and Association for approval. Both parties have five (5) business days to ratify the agreement. If either party fails to ratify the agreement by this deadline, it shall inform the other party of the article(s) still in contention, and the article(s) in contention shall be addressed in accordance with the procedure for tabled proposals. This ratification rule in no way prevents declaration of impasse or issuance of unilateral contracts.

## Grievance Procedure

**Purpose:** The purpose of this section is to provide a step-by-step procedure that guarantees the right of the employees to administrative "due process" to assure fairness and equity. No employee or administrator shall discriminate against, coerce, or interfere with any employee, administrator, witness or representative, for his/her involvement in the presentation or adjudication of any grievance.

No action taken under this procedure shall in any way be construed as forfeiting the right to seek redress through the courts.

If any provision of this procedure is or shall at any time become contrary to law, then such provision shall not be applicable to performed or enforced, except to the extent permitted by law.

**Definitions:**

- A. Grievance – An allegation by the teacher that he/she has been subject to personal loss, injury, or inconvenience because of a violation, misinterpretation, or misapplication of a specific article, section, or paragraph of the negotiated agreement or teacher's individual contract.
- B. Day-Used herein shall be considered a school day and the time limits set shall be considered a maximum.
- C. Administrator or Supervisor – Named in the policy (Example – Superintendent) assumes that his/her designate or deputy may serve in his/her place.

**Time Limit:** A grievance must be initiated within thirty (30) days after the teacher knew or should have known the terms or condition giving rise to the grievance existed. Failure to timely present the grievance in writing shall be deemed a waiver of the grievance.

**Conditions:** Failure of the teacher to meet any of the deadlines contained in this procedure shall terminate the grievance. Failure of a school supervisor/administrator to respond to the grievance within specified deadlines shall be deemed a denial of the grievance and shall allow the teacher to advance the grievance to the next step.

**Procedure:** Meetings held under this procedure shall generally be conducted on non-school time at a place that will afford a fair and reasonable opportunity for all persons proper to be present.

Each step in this procedure is intended to give bona fide consideration to the grievance and is to be a separate review of the facts. Each official to whom the grievance is presented shall issue a decision.

Informal Process – The Board encourages the resolution of grievances as near the point of origin as possible. Therefore, an employee with a grievance shall first discuss it with his/her immediate supervisor. However, should such informal process fail to satisfy the employee, then a grievance may be processed as follows.

Formal Process – An employee may be represented and accompanied by a representative of his/her choosing at any step in this process. The employee filing the grievance must be present at each step in this process.

- A. The employee who is filing the grievance shall prepare a written statement containing his/her name, address, and telephone number; school building, address, telephone number, and name of the principal; the specific contract provision being grieved and why; and the requested remedy. The written grievance must be signed and dated by the grievant.

- B. An employee may present the written grievance to his/her immediate supervisor by the deadline contained in the "Time Limit" section of this procedure. The supervisor shall make every effort to resolve the grievance and shall, within ten (10) days of the filing of the grievance, render a written answer on the grievance.
- C. If no agreement is reached or the time limit outlined above elapses without answer, the aggrieved employee may present the written grievance to the Superintendent. This step must be initiated within four (4) days of the supervisor's written decision, or within fourteen (14) days of the filing of the grievance in the event the supervisor fails to provide a written answer. The Superintendent shall either refer the grievance to a designated representative or shall personally work with the aggrieved to seek an equitable solution within ten (10) days. A written response shall be made to the grievant within the same ten (10) days. The Superintendent's decision is final, subject to court review if the employee files suit.

## Liquated Damages

If a teacher determines it necessary to breach his/her contract after signing, a percentage of the teacher's salary is to be paid by the teacher to the Richardton-Taylor Public School District.

- A. First 30 days after contracts are signed..... 1%
- B. Second 30 days after contracts are signed ..... 3%
- C. After second 30-day period ..... 5%

The Board may waive the liquidated damages if the teacher replacement salary costs do not exceed the costs of the teacher breaking the contract, or if extenuating circumstances occur.

## Benefits

### **Salaries and Salary Benefits**

- A. All certified teachers will be given full credit on the salary schedule for teaching experience brought into the Richardton-Taylor Public School District.
- B. Present teachers choosing not to take the social security benefit will receive an additional 6.2% of their salary.
- C. All incoming new teachers will be placed on the salary schedule and will receive the social security benefit.
- D. A newly hired teacher will receive the minimum salary amount. He/she will be placed at the correct lane for education and receive \$400 for each year of teaching experience (Appendix A). Teachers' salaries will be published in a lump sum.
- E. Teachers' salaries will provide preparation time equivalent to 45 minutes per day averaged over a period of one week.
- F. The Board reserves the right to deviate from this salary schedule on a one-year basis only. The Association is to be informed of the deviation and the teacher shall return to the established schedule the second year.

- G. When a teacher reaches the upper end of the salary schedule in any category, steps for experience will continue as set by the salary schedule.
- H. The teacher will be paid for additional graduate and approved undergraduate semester hours beyond the bachelor's degree in six (6) hour segments. New teachers coming into the system will not be allowed to bring in undergraduate hours received after obtaining a degree. Only credit hours approved by the administration will be recognized on the pay scale. In approving these hours for across-the-board pay, the administration will determine whether these credit hours will be strengthening the teaching area. Undergraduate credits received since May 24, 1982, will be recognized on the salary schedule.
- I. When a teacher earns any credit, it is his/her responsibility to inform the school district of these credits by college transcript or grade cards prior to the first pay period of the school year.
- J. The salary schedule is based on a school year of 183 teacher contracted days. In the event that the number of teachers contracted days in a school year does not equal 183, the compensation for the teacher's salary shall be prorated for the number of days on the contract.

### **Teachers' Fund for Retirement (TFFR)**

The Richardton -Taylor Public School District will contribute 100% employee (11.75%) and employer (12.75%) contributions to TFFR.

### **Flexible Benefit Plan**

Each full-time equivalent teacher under contract with the Richardton-Taylor Public School District will receive an amount equal to the sum of the annual premiums of a high deductible single health insurance plan, single dental insurance plan, single vision insurance plan, plus \$300 per school year to use toward the Flexible Benefit Plan or a taxable cash benefit option. A part-time eligible teacher will receive a pro-rated benefit contribution as per his/her contract time. Benefit amounts are distributed consistent with an employee's annual salary election.

Teachers electing not to participate in the School District's health insurance plan must submit a satisfactory Waiver of Health Coverage form before receiving any funds. Separate tax consequences and contribution limits may exist depending on the teacher's designations.

### **Life Insurance**

The Richardton-Taylor Public School District will pay for a \$25,000 term life insurance policy through the Richardton-Taylor Public School District group plan. Teachers may choose to purchase additional life insurance at their own expense.

### **Disability Insurance**

The Richardton-Taylor Public School District shall pay the full premium required to provide long-term disability insurance for employees. The long-term disability plan shall provide, after a



90-calendar day qualifying period, seventy percent (70%) of covered salary to age 70 per illness or disability, up to a \$4,400 maximum monthly benefit.

### **Sick Leave**

- A. Twelve (12) days of sick leave shall be granted annually, accumulative to ninety (90) days. Proof of illness is up to the discretion of the administration. Twelve (12) annually granted sick leave days and ten (10) accumulated sick leave days may be used (maximum of 22 days total) for immediate family illness and/or immediate family death. Clarification of immediate family is defined as follows: By immediate member of the family, all parties agree that the person must be a father, mother, spouse, brother, sister, child, stepchild, grandchild, or grandparents of the employee, or spouse's grandchild or grandparent. By in-law, all parties agree that father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law of the employee or his/her spouse are covered by this paragraph.
- B. Teachers will be reimbursed \$.66 for each sick leave hour granted for current school year that was not used, up to a maximum of \$60.00 per school year.
- C. Upon leaving employment with the School District, teachers will be reimbursed for unused accumulated sick leave at the rate of \$10/hour with a maximum of \$2,500. If the teacher provides notification of resignation or retirement before March 1 of the year in which they choose to resign or retire, the teacher will receive an additional \$500 onto their sick leave reimbursement, regardless of the amount of sick leave the teacher has remaining. This paragraph is not applicable to teachers who fail to fulfill their contract and request to resign or retire mid-contract.

### **Sick Leave Bank**

The Sick Leave Bank (SLB) is created to provide participants with paid sick leave in the event of a medical emergency as defined below.

#### **Definitions:**

- A. Richardton-Taylor Sick Leave Bank Committee (SLB Committee): consists of one administrator, one teacher from each building (selected at a building level), one ancillary staff (selected by ancillary staff participating in the bank) and one school board member. Their duties are to review applications and approve/disapprove, monitor the status of the medical emergency, and provide reasonable assurance that the sick leave bank is not abused.
- B. Family Member: a participant's child, parent, spouse, or other individuals with a relationship "equivalent to family member."
- C. Leave Recipient: A current participant in the Richardton-Taylor School SLB that has been approved to receive leave from the SLB Committee.
- D. Medical Emergency: a medical illness or accident that has afflicted a participant or a participant's family member and will result in a prolonged, unpaid absence from the participant's work. A prolonged absence may be defined as either a consecutive set of days absent from work or intermittent absences over an extended duration of time. The

SLB Committee shall determine what constitutes a prolonged absence on a case-by-case basis, taking into account the employee's duties and responsibilities. Excluded from the term medical emergency are voluntary or cosmetic treatments that are not medically necessary, routine/preventative physical examinations. Conditions associated with normal pregnancy, and birth of a baby will be covered under the SLB.

**Eligibility:**

All permanent employees with one calendar year of continual employment, including administration, certified staff, and ancillary staff are eligible to participate in the RTPSD SLB on a voluntary basis.

Upon implementation of the above policy current employees of the RTPSD will have a one-time option to become a member of the SLB. Once a staff member options out, he/she will not be able to get back into the bank.

**Requirements to Become a Leave Recipient:**

- A. Employee must be a participant on the RTPSD SLB.
- B. Employee must have exhausted their accumulated paid sick, personal, and vacation leave.
- C. Employee has adhered to and not abused the sick leave policy of RTPSD.
- D. The employee must apply with a written application to the SLB Committee. The application shall be submitted as soon as practical not to exceed 30 days (FMLA Standards) from the date that the employee became aware of the medical emergency or exhausted all applicable paid leave, whichever is later. If an employee receives sick bank leave, the recipient shall not be granted retroactive days for any unpaid leave taken while the SLB application was being processed.
- E. The application must state the reasons why sick leave is needed, including a description of the nature, severity, and anticipated duration of the medical emergency, and a medical statement from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the employee's or family members' condition. Failure to provide this documentation shall result in denial of the sick bank request. The SLB Committee reserves the right to request a second medical opinion at the district's expense.

**Sick Leave Bank (SLB) Structure:**

- A. The SLB shall contain a maximum of 325 days.
- B. No leave recipient shall be permitted to use more than 30 days per school calendar year. SLB days withdrawn need not be consecutive nor for the same medical emergency; however, employees are required to submit a SLB application for each new medical emergency. Staff members may use their accumulated sick leave for maternity/paternity leave as desired. A maximum of (10) days from the SLB may be requested for pregnancy leave only after accumulated sick leave and personal leave have been exhausted.



- C. A maximum of ten (10) days from the SLB may be requested for immediate family illness and/or immediate family death only after a participating employee has exhausted their annually granted sick leave days and ten (10) accumulated sick leave days for immediate family. A maximum combination of thirty-two (32) days, (up to 12 annually granted, 10 accumulated, and 10 SLB days), may be used for immediate family.
- D. If the number of days in the SLB drops below 275 each participant will be assessed additional days, not to exceed two days annually, to maintain a maximum balance of 325 days in the SLB. Days that have not been used during any school year shall accumulate to the following year.
- E. A staff member who is leaving the RTPSD and has been a participating member of the SLB can donate 2 days times the number of years of service they have in the RTPSD.
- F. Any use of the SLB that is a qualifying reason under Family and Medical Leave Act (FMLA) shall count towards a FMLA eligible employee's FMLA entitlement.
- G. At no time will participating member of the SLB be allowed to have donated days credited back to their personal leave or individual sick leave.

#### **SLB Committee Authority and Duties:**

The RTPSD SLB Committee may monitor the status of leave recipient's medical emergency. The SLB Committee reserves the right to request medical documentation that describes an employee's status should a leave recipient be granted and take 30 days of SLB leave. The SLB Committee shall review each SLB application and medical documentation in a timely manner. Approval of a SLB request shall require a majority vote of the committee and decision of the SLB will be final.

The Business Manager will maintain and account for the SLB record of donated days, accumulated bank days and used days of the SLB.

#### **Personal Leave**

- A. Five (5) days of personal leave will be given annually without loss of pay, with a total of seven (7) days accumulation for unused leave. Personal leave is subject to approval by the building principal. If more than the accumulated personal leave is needed by any teacher during the school year, the request for additional days must be reviewed by the building principal and the Superintendent prior to the absence. If the additional days are approved, sub pay will be deducted from the teacher's salary. If the days are not approved, the teacher contract salary will be adjusted according to the number of days absent.
- B. At the end of the school year, teachers will be reimbursed for any unused personal leave, equal to substitute teacher pay.

#### **Professional Leave**

Professional leave can only be taken with approval from the Superintendent.

### Leave Without Pay

Leave without pay will be granted as needed. If a substitute is hired, the school district will pay the substitute. A day's pay would be considered as the teachers' gross pay divided by the number of contracted days.

### Emergency Leave

Leave will be granted as needed with approval from the administration. Substitute pay will be deducted from the teacher's salary.

### Leave of Absence

A teacher can take a one (1) year leave of absence without pay and be able to return to their job provided a written and dated request is submitted to the Superintendent and approved by the Board.

## Substitute Pay

- A. The daily rate for elementary and secondary substitute teachers shall be 65% of the daily rate of the BS Base on the Teacher Salary Schedule for the current year, and includes a free lunch.

$$\text{Daily sub pay} = \frac{\text{BS Base Salary}}{\# \text{ Of Contracted Days}} \times 65\%$$

- B. In-house substitute teachers will be paid a prorated rate of the daily substitute teacher pay per hour with a minimum of 30 minutes of substitute duty.

$$\frac{\text{Daily sub rate}}{7.5} * \# \text{ hours}$$

In-house substitute pay must be paid in whole or half hour increments. A teacher must substitute for over 20 minutes to receive the half hour and over 40 minutes to receive the full hour of in-house substitute pay.

- C. Long-term Substitute Teaching (21+ days): If the contracted classroom instructor is not able to plan/assist the substitute teacher, the substitute teacher will be placed on the salary schedule with credit given for years of experience and level of education.

D has been removed

## Noon/Recess Duty

- A. Teachers will not be charged for noon lunch on the day or days they have noon duty or hall duty.
- B. The District will be responsible to hire a person to work approximately one hour per day to help with recess duty at Taylor-Richardton Elementary (TRE) School.

## Reduction In Force (RIF) Policy

Any change in the RIF Policy, whether by the Board decision or Association request, will be dealt with as follows:

A committee made up of two Board members and one Association member from the teaching staff will review the suggested changes and give recommendations to the Board. Policy DKA, Reduction-In-Force, is non-negotiable.

## Non-Contracted Days/Hours Compensation

With prior administrative approval, licensed teachers who are invited or requested to attend trainings, workshops, or similar school events during non-contracted days/hours shall be paid the substitute teacher rate for the time spent at approved events. **Redundant statement removed**

## Transfers

**At the discretion of and with prior approval from the Superintendent, returning teachers who are transferred to a different classroom in between school years can receive up to 7.5 hours of additional pay at the substitute teacher rate.**

## Equipment

- A. Teachers will be responsible for all items of equipment used under their direction.
- B. If items or equipment are lost due to negligence on the part of the teacher, the teacher will be liable for the loss and replacement costs will be deducted from his/her salary.

## Agreement to Open Negotiations During “Off Years”/Non-Negotiating Years

Should a need arise to open negotiations during the “off years”/non-negotiating years of a two-year agreement, both parties must agree to open negotiations. If one party does not agree to open negotiations, the two-year agreement would stand and be in place until the next scheduled negotiations cycle.

## Contract Deadlines

Teaching contracts will not be issued before March 1 or after May 1, unless negotiations are still in progress as outlined in NDCC 15.1-15-04. **Teaching contracts are required to be signed and returned within 14 days of receiving contracts, or by the last contracted working day in March, whichever is later.**

## Salary Schedule **3.5% Increase**

Education	Base Salary 2025-2026	Base Salary w/TFFR 2025-2026	Base Salary 2026-2027	Base Salary w/TFFR 2026-2027
<b>BS Degree</b>	\$43,987.50	\$49,844.19	\$45,527.06	\$51,588.74
<b>BS+6</b>	\$44,387.50	\$50,297.45	\$45,927.06	\$52,042.00
<b>BS+12</b>	\$44,787.50	\$50,750.71	\$46,327.06	\$52,495.25
<b>BS+18</b>	\$45,187.50	\$51,203.97	\$46,727.06	\$52,948.51
<b>BS+24</b>	\$45,587.50	\$51,657.22	\$47,127.06	\$53,401.77
<b>BS+30</b>	\$45,987.50	\$52,110.48	\$47,527.06	\$53,855.03
<b>BS+36</b>	\$46,387.50	\$52,563.74	\$47,927.06	\$54,308.29
<b>BS+42</b>	\$46,787.50	\$53,017.00	\$48,327.06	\$54,761.54
<b>BS+48</b>	\$47,187.50	\$53,470.25	\$48,727.06	\$55,214.80
<b>BS+54</b>	\$47,587.50	\$53,923.51	\$49,127.06	\$55,668.06
<b>MS Degree</b>	\$48,587.50	\$55,056.66	\$50,127.06	\$56,801.20
<b>MS+6</b>	\$48,987.50	\$55,509.92	\$50,527.06	\$57,254.46
<b>MS+12</b>	\$49,387.50	\$55,963.17	\$50,927.06	\$57,707.72
<b>MS+18</b>	\$49,787.50	\$56,416.43	\$51,327.06	\$58,160.98
<b>MS+24</b>	\$50,187.50	\$56,869.69	\$51,727.06	\$58,614.24
<b>MS+30</b>	\$50,587.50	\$57,322.95	\$52,127.06	\$59,067.49

Example: In **2025-2026** a new teacher with 15 years of experience and with a BS+36 credits would be:

Base Salary BS+36	\$46,387.50
15 Years of experience @ \$400 per year	+\$ 6,000
<b>Total Salary</b>	<b>\$52,387.50</b>

