

**Linton Public School District #36**

**Linton Education Association**

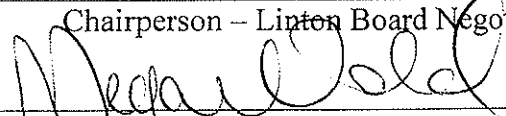
**Master Contract**


**2017-2018 and 2018-2019 School Terms**

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

  
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Chairperson – LEA Negotiations Team

  
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Chairperson – Linton Board Negotiations Team

  
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President – LEA

  
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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 agreement between the employer and an employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this agreement. If an individual agreement contains any language inconsistent with this agreement, this agreement shall be controlling.

### **C. Separability**

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

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**

Not later than the date of the regularly scheduled February Board meeting, the LEA shall file with the School Board a petition for recognition for appropriate negotiation unit and a petition as the representative organization for negotiations.

Negotiations shall begin within fifteen (15) 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, 2017 through June 30, 2019. 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 \$35,650 for BS/BA; \$35,900 for BS/BA+8; \$36,150 for BS/BA+16; \$36,500 for BS/BA+24; \$36,850 for BS/BA+32; \$37,850 for MS/MA; \$38,200 for MS/MA+8 and \$38,600 MS + 16. All hours are semester hours.

Base salary for the second year of the contract shall be \$36,500 for BS/BA; \$36,750 for BS/BA+8; \$37,000 for BS/BA+16; \$37,350 for BS/BA+24; \$37,700 for BS/BA+32; \$38,700 for MS/MA; \$39,050 for MS/MA+8 and \$39,450 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 and MS/MA+8 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.

Fall 2017

<u>Step</u>	<u>BS</u>	<u>BS+8</u>	<u>BS+16</u>	<u>BS+24</u>	<u>BS+32</u>	<u>MS</u>	<u>MS+8</u>	<u>MS+16</u>
0	35,650	35,900	36,150	36,500	36,850	37,850	38,200	38,600
1	36,025	36,275	36,550	36,900	37,250	38,275	38,625	39,050
2	36,400	36,650	36,950	37,300	37,650	38,700	39,050	39,500
3	36,775	37,025	37,350	37,700	38,050	39,125	39,475	39,950
4	37,150	37,400	37,750	38,100	38,450	39,550	39,900	40,400
5	37,525	37,775	38,150	38,500	38,850	39,975	40,325	40,850
6	37,900	38,150	38,550	38,900	39,250	40,400	40,750	41,300
7	38,275	38,525	38,950	39,300	39,650	40,825	41,175	41,750
8	38,650	38,900	39,350	39,700	40,050	41,250	41,600	42,200
9	39,025	39,275	39,750	40,100	40,450	41,675	42,025	42,650
10	39,400	39,650	40,150	40,500	40,850	42,100	42,450	43,100
11	39,775	40,025	40,550	40,900	41,250	42,525	42,875	43,550
12	40,150	40,400	40,950	41,300	41,650	42,950	43,300	44,000
13	40,525	40,775	41,350	41,700	42,050	43,375	43,725	44,450
14	40,900	41,150	41,750	42,100	42,450	43,800	44,150	44,900
15	41,275	41,525	42,150	42,500	42,850	44,225	44,575	45,350
16	41,650	41,900	42,550	42,900	43,250	44,650	45,000	45,800
17	42,025	42,275	42,950	43,300	43,650	45,075	45,425	46,250
18	42,400		43,350	43,700	44,050	45,500	45,850	46,700
19	42,775		43,750	44,100	44,450	45,925	46,275	47,150
20	43,150		44,150	44,500	44,850	46,350	46,700	47,600
21	43,525		44,550	44,900	45,250	46,775	47,125	48,050
22	43,900		44,950	45,300	45,650	47,200	47,550	48,500
23	44,275		45,350	45,700	46,050	47,625	47,975	48,950
24	44,650				46,450	48,050	48,400	49,400
25	45,025				46,850	48,475	48,825	49,850
26	45,400				47,250	48,900	49,250	50,300
27	45,775				47,650	49,325	49,675	50,750
28	46,150				48,050	49,750	50,100	51,200
29	46,525				48,450	50,175	50,525	51,650
30	46,900				48,850	50,600	50,950	52,100
31	47,275				49,250	51,025	51,375	52,550
32	47,650				49,650	51,450	51,800	53,000
33	48,025				50,050	51,875	52,225	53,450
34	48,400				50,450	52,300	52,650	53,900
35	48,775				50,850	52,725	53,075	54,350
36	49,150				51,250	53,150	53,500	54,800
37	49,525				51,650	53,575	53,925	55,250
38	49,900				52,050	54,000	54,350	55,700
39	50,275				52,450	54,425	54,775	56,150
40	50,650				52,850	54,850	55,200	56,600
41						55,275	55,625	57,050
42						55,700	56,050	57,500

Fall 2018

<u>Step</u>	<u>BS</u>	<u>BS+8</u>	<u>BS+16</u>	<u>BS+24</u>	<u>BS+32</u>	<u>MS</u>	<u>MS+8</u>	<u>MS+16</u>
0	36,500	36,750	37,000	37,350	37,700	38,700	39,050	39,450
1	36,875	37,125	37,400	37,750	38,100	39,125	39,475	39,900
2	37,250	37,500	37,800	38,150	38,500	39,550	39,900	40,350
3	37,625	37,875	38,200	38,550	38,900	39,975	40,325	40,800
4	38,000	38,250	38,600	38,950	39,300	40,400	40,750	41,250
5	38,375	38,625	39,000	39,350	39,700	40,825	41,175	41,700
6	38,750	39,000	39,400	39,750	40,100	41,250	41,600	42,150
7	39,125	39,375	39,800	40,150	40,500	41,675	42,025	42,600
8	39,500	39,750	40,200	40,550	40,900	42,100	42,450	43,050
9	39,875	40,125	40,600	40,950	41,300	42,525	42,875	43,500
10	40,250	40,500	41,000	41,350	41,700	42,950	43,300	43,950
11	40,625	40,875	41,400	41,750	42,100	43,375	43,725	44,400
12	41,000	41,250	41,800	42,150	42,500	43,800	44,150	44,850
13	41,375	41,625	42,200	42,550	42,900	44,225	44,575	45,300
14	41,750	42,000	42,600	42,950	43,300	44,650	45,000	45,750
15	42,125	42,375	43,000	43,350	43,700	45,075	45,425	46,200
16	42,500	42,750	43,400	43,750	44,100	45,500	45,850	46,650
17	42,875	43,125	43,800	44,150	44,500	45,925	46,275	47,100
18	43,250		44,200	44,550	44,900	46,350	46,700	47,550
19	43,625		44,600	44,950	45,300	46,775	47,125	48,000
20	44,000		45,000	45,350	45,700	47,200	47,550	48,450
21	44,375		45,400	45,750	46,100	47,625	47,975	48,900
22	44,750		45,800	46,150	46,500	48,050	48,400	49,350
23	45,125		46,200	46,550	46,900	48,475	48,825	49,800
24	45,500				47,300	48,900	49,250	50,250
25	45,875				47,700	49,325	49,675	50,700
26	46,250				48,100	49,750	50,100	51,150
27	46,625				48,500	50,175	50,525	51,600
28	47,000				48,900	50,600	50,950	52,050
29	47,375				49,300	51,025	51,375	52,500
30	47,750				49,700	51,450	51,800	52,950
31	48,125				50,100	51,875	52,225	53,400
32	48,500				50,500	52,300	52,650	53,850
33	48,875				50,900	52,725	53,075	54,300
34	49,250				51,300	53,150	53,500	54,750
35	49,625				51,700	53,575	53,925	55,200
36	50,000				52,100	54,000	54,350	55,650
37	50,375				52,500	54,425	54,775	56,100
38	50,750				52,900	54,850	55,200	56,550
39	51,125				53,300	55,275	55,625	57,000
40	51,500				53,700	55,700	56,050	57,450
41						56,125	56,475	57,900
42						56,550	56,900	58,350

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.

Teachers' salaries shall be no less than that required in the negotiated salary schedules which are a part of this contract ratified by the Linton Public School Board of Education and the Linton Education Association. The Board will determine the

number of years of experience that a teacher can bring into the system. 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).

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. Degrees in administration will not qualify.

B. Extra-Curricular Schedule

Head Boys' Basketball Coach	11.50%
Head Girls' Basketball Coach	11.50%
Head Football Coach	11.50%
Head Wrestling Coach	11.50%
Head Volleyball Coach	11.50%
Head Track Coach	11.50%
Head Golf Coach	11.50%
Assistant Track Coach	9.50%
Assistant Boys' Basketball Coach	9.50%
Assistant Girls' Basketball Coach	9.50%
Assistant Football Coach	9.50%
Assistant Wrestling Coach	9.50%
Assistant Volleyball Coach	9.50%
Assistant Golf Coach	9.50%
Senior Class Advisors (Maximum of two positions)	1.50%
Junior Class Advisors (Minimum of three positions @ 2.00% each)	6.00%
Junior High Boys' Basketball Coach	7.50%
Junior High Girls' Basketball Coach	7.50%
Junior High Football Coach	7.50%
Junior High Wrestling Coach	7.50%
Junior High Volleyball	7.50%
Junior High Track	7.50%
Junior High Golf	7.50%
Elementary Football	4.00%
Elementary Boys' Basketball Coach	4.00%
Elementary Girls' Basketball Coach	4.00%
Elementary Volleyball Coach	4.00%
Elementary Wrestling Coach	4.00%
Band Director	8.00%
Elementary Music Director (Must attend an elementary Music Festival)	1.00%
Yearbook Advisor	6.00%
Elementary Yearbook Advisor	3.00%
One- Act Play Advisor	6.00%
Speech Advisor	11.50%
Assistant Speech Advisor	9.50%
Junior High Speech Advisor	4.50%
Cheerleader Advisor (Fall Sports - One Squad)	3.00%
Cheerleader Advisor (Winter Sports - One Squad)	3.00%
FCCLA Advisor	6.00%
TSA Advisor	6.00%
FBLA Advisor	6.00%
Science Fair (Maximum of two positions)	1.50%
National Honor Society Advisor	4.00%
Pep Advisor	3.00%
Web Master	6.00%
MVP NDHSAA Web page administrator	3.00%
Athletic Director (Plus one period off during the day)	10.50%
Technology Coordinator (Plus one period off during the day-school year)	14.00%
Academic Competition Advisor	1.00%

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 & Volleyball - beyond the district level tournament. Wrestling, Track, & Golf - beyond the regional level of play. Speech advisor, drama advisor, high school music director, Science Fair advisor, 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 for taking a qualifying student to the National Convention.
6. Chaperones (anyone who is not the advisor or paid employee) will be paid minimum wage one way for bus, car or van driving to an out-of-town event. If actual driving time is over one hour, \$7.25 per hour will be paid for Mini-van and \$8.00 per hour will be paid for Mini-bus and \$9.00 for vehicles that require a CDL driver's license.
7. Cheerleader advisor will receive an additional 1.00% for each additional varsity or sub varsity squad that is filled during each season
8. Pep advisor will include girls' basketball, wrestling, volleyball, track, and golf. Pay will be increased by 0.75% per activity if additional activities are added.
9. The positions of athletic director and technology coordinator will be paid according to the salary schedule. The period/periods for these duties will be assigned by the Superintendent.
10. Extra-curricular positions are advertised for two weeks to current staff before they are advertised outside the school.
11. 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 Linton Public School Board agrees to assist educator participation in the North Dakota Education Association 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 \$25.00 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 \$25.00 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, and again prior to June 1.

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

The School 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 in 1980 or later. Teachers must submit documentation of credits earned by September 1st and will be paid for those earned credits no later than September 20th. Credits earned prior to January 1, 1980 will not be eligible for reimbursement.

#### **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 twenty-five dollars (\$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**

The Linton School Board shall provide \$6,325 in fringe benefits each year of the contract to each full-time teacher to be applied to the school group health insurance plan or the District's Section 125 Benefit Plan.

#### **B. Disability**

The Linton School Board shall provide \$216.00 per teacher or full disability coverage whichever is less cost to the School 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 ½ 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 ½ of sub pay per day when they leave the system.

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 unexpected and catastrophic illness and/or injury. A day will be considered a full day whether contributed by full-time or part-time staff.

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. You 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. Once the teacher's disability begins, 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 Leave**

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

## **C. Personal Leave**

All teachers shall receive four (4) 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 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**

Emergency Leave: All teachers shall be allowed up to three (3) days of emergency leave to be granted to a teacher during acts of God, including, but not limited to damage to residence, weather conditions and other emergencies that the teacher cannot control. Emergency leave will also be allowed for the death of a relative or non-relative. Leave allowed for bereavement will not be subject to the three (3) day limit. All emergency leave is subject to the approval of Superintendent and days used would 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 system.



Eligible teachers must apply to the Superintendent of Schools and all such leaves shall be subject to approval of the School 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 1st 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 1st, 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. She shall include with the notice a physician's statement certifying her pregnancy. Leave will be deducted from sick leave.

#### **G. Paternity Leave**

A staff member shall be entitled upon request to a leave of absence. Paternity leave will be defined as the day of the birth/adoption of the child up to three weeks and will be deducted from sick leave days.

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

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

Teachers subpoenaed as witnesses, in legal actions other than those in which the 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, TPPC, State DPI appointments, and national or regional education subject matter organizations not directly related to their job duties for the Linton School District 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 School 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 School Board. Said leave shall be with a reduction in salary and benefits equal to the number of day 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.)

### **V. ADMINISTRATIVE PROCEDURES**

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

Grievance procedures, which with all of their potential complexity involve just two basic processes:

- a. Bipartisan discussions between the aggrieved and school management to adjust a dispute.
- b. Tripartite adjudication of an agreement when the parties cannot settle their differences merely through mutual persuasion.

Typically, the two-part meetings are first between the grievant and the immediate superior and then move from informal oral efforts to resolve the disagreement to exchanges of a written "grievance demand" and a written "grievance answer". Impasse at this first step is frequently resolved by appeals to higher management-association levels, where persons of possibly greater objectivity carry on the bilateral discussion. Terminal and binding arbitration is a kind of last resort. Many feel that the chief value of arbitration is not in its use, but rather that its very presence provides a continuing incentive for the lower step parties to make the bilateral discussion work. The initiation of the arbitration step is usually controlled by the employee organization, from the reasoning that to allow each employee to overrule the association would create a condition of disorder and instability which would be disastrous to the whole system of personnel relations and contract interpretation.

#### **1. Definitions**

A "grievant" shall mean a teacher or group of teachers or the Association filing a grievance.

A "grievance" shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation of application of the terms of this Agreement or of an existing Board rule, policy or practice, or that an employee has been treated inequitably, or that there exists a condition which jeopardizes employee health or safety.

A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

"Days" shall mean teacher employment days, except as otherwise indicated. If the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level of the procedure.

#### **2. Rights to Representation**

The Board shall recognize the PR&P committee upon its selection by the Association. At least one Association representative shall be present for any meetings, hearings, appeals or other proceedings relating to a grievance, which has been formally presented.

If in the judgment of the Association, a grievance affects a group of teachers or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level II.

The association may process such a grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so. Class grievances involving more than one supervisor and grievances involving the administrator, above the building level may be filed by the Association at Step II.

In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step II.

The association on its own may continue and submit to arbitration any grievances filed and later dropped by a grievant, provided that the grievance involves the application or interpretation of the Agreement.

### **3. Individual Rights**

Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association, as long as the Association is in attendance at these discussions and is notified in writing as to the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.

A grievant may be represented at all stages of the grievance procedure by himself, or at his option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

### **4. Procedure**

a. The parties in interest acknowledge that it is usually most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. Within a reasonable amount of time following knowledge of the act or condition which is the basis of the complaint, the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within four (4) days after receipt of the grievance. The grievant and/or the Association and the supervisor shall be present for the meeting. The supervisor shall provide the aggrieved party and the Association with a written answer to the grievance within two (2) days after the meeting. Such answer shall include the reasons upon which the decision was based.

b. If the grievant is not satisfied with the disposition of his grievance at Level I, or if no decision has been rendered within six (6) school days after presentation of the grievance, then the grievance may be referred to the Superintendent or his official designee. The Superintendent shall arrange for a hearing with the grievant and/or the Association, to take place within five (5) days of his receipt of the appeal. The parties in interest shall have the right to include such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearings, the Superintendent will have four (4) days to provide his written decision, together with the reasons for the decision, to the Association. Final authority in arbitration rests with the Board of Education.

### **5. Cooperation of Board and Administration**

The Board and the Administration will cooperate with the Association in its investigation of any grievance, and further will furnish the Association such information as is requested for the processing of any grievance.

### **6. Exceptions to Time Limits**

When a grievance is submitted on or after June 1, time limits shall consist of all weekdays, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

### **7. No Reprisals**

No reprisals of any kind will be taken by the Board or the School Administration against any teacher because of his participation in this grievance procedure.

### **8. Released Time**

Should the investigation or processing of any grievance require that a teacher or an Association representative be released from his regular assignment, he shall be released without loss of pay or benefits.

### **9. Personnel Files**

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

## 10. Grievance Forms

Forms for filing grievances, serving notices, taking appeals, reports and recommendations and other necessary documents will be prepared jointly by the Superintendent and the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board.

### B. Unrequested Leave

The Linton School Board realizes that the possibility of (1) decreased enrollment; (2) loss of revenue may occur. It is realistic to assume that Staff reductions will then be necessary. Reduction in Staff, as they become necessary, will be made on the basis of what has the least detrimental effect on children. In general, this objective dictates a staff reduction policy which:

1. The district shall study and evaluate any situations concerning Staff reduction due to declining enrollment and high educational costs.
  - a. The school district shall try to lower the student/teacher ratio.
  - b. The school district shall hire a teacher, whose position is being questioned due to declining enrollment to teach in his or her minor area of study, therefore expanding the curriculum.
2. Providing the alternatives above are not feasible and there is no other reasonable means of obtaining additional revenue, the following guidelines will be enforced for the releasing of Staff by the order as listed.

Credentials and qualifications will be the criteria used for retaining and releasing staff. When a teacher is released the decision will be based on composite of the following criteria:

- a. Educational Background. Academic and professional preparation beyond minimum certification requirements.

Academic Training beyond the BA/BS

BS+8	8 Points
BS+16	9 Points
BS+24	10 Points
BS+32	11 Points
MS	12 Points
MS+8	13 Points
MS + 16	14 Points

Other Academic Qualifications

Additional Majors	7 Points Each
Additional Minors	5 Points Each
Other NDDPI Approved Educational Endorsements/Credentials	5 Points Each

- b. Evaluation of Work will be based on Marshall Evaluation Rubrics. Evaluation to be done by Superintendent or Principal in charge of said teachers.

The most current annual written evaluations will be used to determine a point value for the evaluation. The first year this policy is adopted, that year's evaluation will be used. The second year of the policy, an average of the first two years' evaluations will be used. The third year, and all years thereafter, an average of the last three evaluations will be used. Criteria will be based on a four point system with categories as follows:

Highly Effective	4 Points
Effective	3 Points
Improvement Necessary	2 Points
Does not meet Standards	1 Point

There are 6 categories on the current teacher evaluation instrument. On a four point system, the maximum value of the evaluation would be 240 points, and the minimum value would be 60 points. Total evaluation points would be converted to meet the following point values for this category:

60-71 Score	0 Points
72-96 Score	2 Points
97-121 Score	4 Points
122-145 Score	6 Points
146-170 Score	8 Points
171-192 Score	10 Points
193-217 Score	12 Points
218-240 Score	14 Points

c. School's Curricular and Extra-Curricular Needs. Academic and Athletic Co-Curricular Assignments as listed in the current master contract. 2 Points for each Activity

d. Experience within the system. Experience within the system is defined as the number of years of the most recent continuous, uninterrupted years of experience within the Linton School System, the only exception to this rule would be faculty placed on unrequested leave through resignation in lieu of a RIF nonrenewal. In these cases, the interruption in service would be counted as continuous if the teacher were reemployed within the recall period. Each full year of teaching experience in the Linton System, with fractional years prorated. 4 Points for each Year

3. Released teachers shall have the first chance for reemployment to his or her former position should the district reinstate the position.

a. Released teachers will remain on a waiting list for two (2) years recall, but must apply for the position.

b. While the teachers or administrators are on the recall list, they may pay into the health insurance group so that they may be covered for a period of two (2) years.

c. Should a recalled teacher accept a position and be reinstated, he or she will be placed on the salary schedule at one step higher than when released, if that step exists.

4. Notification of contemplated non-renewal will follow Section 15-47-38 of the North Dakota Century Code explaining the due process procedure for releasing a teacher.

## 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 their meal. All volunteers must volunteer at the beginning of the school year.

C. The length of the school day for teachers shall be thirty (30) minutes before the official student day begins to ten (10) 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 workshop days shall apply toward that requirement.

## VII. EARLY RETIREMENT OF PROFESSIONAL STAFF MEMBERS

Teachers who retire and who have a combined age and years of service equal to 85-91 prior to August 15 during the 2017-2019 negotiated agreement (including teaching experience in certified public and private schools), and who have twenty (20) or more years of continuous full time service in the Linton School District #36 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 of the year prior to the year retirement is to begin.

This one-time early retirement incentive payment will be made based on the combined age and years of service of the applicant according to the following table.

### RETIREMENT TABLE:

1. Age and Years of Service must be equal to 85-91 prior to August 15 during the 2017-2019 negotiated agreement. After that time, early retirement eligibility will equal a combined age and years of service of 90-91. Official North Dakota Fund for Teacher Retirement dates will be used to determine eligibility. Private school years of service may be added if it is beneficial to the employee for early retirement consideration. NDTFFR Tier I Grandfathered teachers may be eligible for early retirement at Rule of 85, as approved by the Linton Board of Education.

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 of Education 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 of Education 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, 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 Education of an early retirement request shall constitute a legally binding resignation and waiver of the person's continuing contract and non-renewal 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 his 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.

**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 3 payments), as long as such payment is consistent with Internal Revenue Service regulations.

3. 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.

4. 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 7 days of signing it.