

TEACHER NEGOTIATED AGREEMENT

SCHOOL YEAR

2017 - 2018

&

2018 - 2019

TURTLE MOUNTAIN COMMUNITY SCHOOL
BELCOURT, NORTH DAKOTA

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RECOGNITION AGREEMENT:

The Boards of Education of Belcourt School District #7 (hereinafter referred to as the "Board") and the Belcourt Association for the Improvement of Teaching (hereinafter referred to as BAIT) hereby enter into the following agreements regarding negotiations:

1. **RECOGNITION:** Based upon evidence acceptable to the Board, BAIT represents the majority of those in the bargaining unit. The Board hereby recognizes BAIT as the bargaining agent for all regularly employed teachers, librarians, school psychologists and counselors, excluding administrators, supervisory personnel, and other licensed personnel if exclusion is stipulated on individual teacher's contract.
2. **RIGHT TO JOIN OR NOT TO JOIN:** As a condition of employment, members of the bargaining unit have the right to join, participate in and assist BAIT, and the right to refrain from such activities.
3. **SCOPE OF BARGAINING:** As per Century Code 15-38.1-09. The scope of representation shall include matters relating to terms and conditions of employment and employer-employee relations, including but not limited to salary, hours, and other terms and conditions of employment.
4. **NEGOTIATING TEAM:** No more than five (5) designated representatives of the Board will meet with no more than five (5) representatives of BAIT for purposes of negotiations. Each team may have an advisor present on any occasion.
5. **OPENING NEGOTIATIONS:** Upon request in writing of either party to open negotiations, a mutually acceptable date shall be set such that the first meeting shall be held within fifteen (15) school days of the initial request unless another date is agreed upon by both parties. Such request shall be made between January 1 and March 31. All BAIT and board proposals for negotiations shall be presented in writing at the first meeting, **unless agreed to by both parties**. All meetings shall be held outside the teacher workday at times and places mutually agreed to and shall not exceed (1½) hours **unless agreed to by both parties**. For an extension of time, Robert's Rule of Order will be followed and must be mutually amenable to both teams.
6. **THE AGREEMENT:** When an agreement is reached between the negotiations team on all proposals, the proposed agreement shall be reduced to writing and submitted and recommended first to BAIT for ratification. After ratification by BAIT, the agreement shall be recommended to the Board. Upon approval and after necessary action by the Board, the terms of the agreement shall be implemented.
7. **RESOLVING DIFFERENCES:** Impasse procedures as outlined by North Dakota statutes.
8. **AMENDMENT:** Either party desiring changes in this Agreement shall notify the other party in writing. Proposed amendments shall become agenda items for negotiation and are final when ratified by the Board and BAIT. By mutual consent the effective date may be set prior to the completion of the current agreement year.

CERTIFICATION:

BELCOURT ASSOCIATION FOR IMPROVEMENT OF TEACHING

BY: _____ **DATE** _____
Its President Hereunto Duly Authorized

BOARD OF EDUCATION OF BELCOURT SCHOOL DISTRICT NO. 7

BY _____ **DATE** _____
Its President Hereunto Duly Authorized

ARTICLE I. ASSOCIATION RIGHTS

Section 1. Transacting Association Business

Duly authorized representatives of the Association or its affiliates shall be permitted to transact Association business on school operations, and with the building principal's approval.

Section 2. Use of School Buildings

The Association shall have the right to use the school buildings at reasonable hours for meetings, provided that the principal of such building shall be notified in advance of the time and place of all such meetings and has given his/her approval.

Section 3. Use of Mail Service

The Association shall have the right to use internal mail service and teachers' mailboxes for communications to teachers.

Section 4. Release Time for Association Officers

The Board may provide release time for the president of the Association or his/her representative so that he/she may perform his/her functions efficiently. Such release time shall be requested in writing to the Superintendent through the respective principal three days prior to date of the meeting.

Section 5. Consultation By The Board

The Board may consult with the Association on any new or modified financial, tax, or construction programs or major revisions of educational policy, which are proposed or under consideration. The Association may be given opportunity to advise the Board with respect to such matters prior to their adoption or publication.

Section 6. Meeting Date

Once every month and only after the principals have been notified in advance of such meeting.

Section 7. Exclusive Rights

The rights and privileges of the Association granted under the provisions of this agreement shall be granted only to the Association and to no other organization.

Section 8. Calendar Planning

B.A.I.T will be invited to participate in the development of District's school calendar. A proposed school calendar for the following school year will be presented to B.A.I.T 10 days before the calendar is presented to BIE and the Board for final approval.

Section 9. Budget Report

The Association President will be emailed the end of the month budget report that is presented at each regularly monthly scheduled Board meeting. The Association will notify the Business Manager who current Association President is to receive this report.

ARTICLE II. TEACHERS' RIGHTS

Section 1. Personnel Included under Negotiated Agreement

This negotiated agreement shall apply to all instructional staff employed by the district in a position requiring a North Dakota Educator's Professional License, excluding administrators, supervisory personnel, and other licensed personnel if stipulated on individual teacher's contract.

Section 2. Statutory Savings Clause

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

Section 3. Evaluation of Students

The teacher shall have the exclusive right to grade and evaluate students within the grading policies of the school district. No grade or evaluation shall be changed without the approval of the teacher if the teacher has maintained written reports to support his/her grading. All such records (grades, attendance) must be turned in to the principal at the end of the school year.

ARTICLE III. TEACHER ASSIGNMENTS

Section 1. Notification

All teachers employed this year shall be given written notice of employment and salary for the next year. This may include general subject area and licensing, endorsements and credentials requirements specified on contracts.

Section 2. Assignment Areas

- a) Teachers shall only be assigned to teach in major or approved fields of academic preparation **as authorized by North Dakota Education Standards and Practices Board**. Any special teaching assignment if included in individual contracts must be defined. Class assignment for the forthcoming year will be given **before** May 1st, if not available sooner.
- b) Teachers will **be responsible for supervision of** their classes and activities at all times. The responsibility can never be delegated or abrogated without the Principal's permission.
- c) Teachers will assume teaching assignments within the individual school as designated by their principal. The principal may, after prior consultation with the teacher (s) involved, make reasonable changes in teaching assignments when such change (s) are required for the smooth operation of the school, and meets **Every Student Succeeds Act. If transition is during the school year, said teacher will be given one week to prepare materials before beginning new teaching assignment.**

ARTICLE IV. TEACHER EVALUATION

Section 1. Procedure

The performance of all teachers shall be evaluated in writing by an "Administrator" (who, for this section, is defined as an individual holding a valid administrator's credential). The procedure for the evaluation of teachers shall be mutually developed by the Administration and Association. All such evaluations shall be conducted openly and with full knowledge of the teacher. (All evaluations will incorporate a pre-conference when the evaluator and teacher will set goals for the evaluation process.) The Administration and Association will jointly agree on one standardized evaluation model. The Administration will maintain a file for the evaluations of each teacher. These policies were developed with the improvement of teaching as the central goal.

For the purpose of this, evaluation is defined as: "The written documents and conferences regarding the teacher's performance during the year."

Section 2. Frequency

All teachers in their first three years of experience at TMCS will be evaluated at least twice per year and more often if the administration or teacher sees a need for more than two evaluations

Teachers beyond three years of experience at TMCS need to be evaluated only once per year unless the administrator and/or teacher see a need for more than one. Evaluations will not exceed more than four per school year.

Section 3. Evaluation

Formal evaluations shall be conducted by an Administrator. However, provisions for self-evaluation and student evaluation may be mutually developed by the teacher and his/her immediate supervisor, and such evaluation shall, if the teacher so requests, become part of the personnel file.

Section 4. Conferences

Each evaluation shall be followed within ten working days by a conference between the teacher and the evaluator at which time the evaluator will review his/her evaluation with the teacher. Such conferences shall be used to indicate to the teacher the strengths of the teacher as evidenced during the evaluation, the weaknesses of the teacher as evidenced during the evaluation, and specific suggestions as to measures which the teacher might take to improve his/her performance in the area of weakness. The written report of the evaluation and written report of the conference shall be submitted to the teacher prior to its being placed in the teacher's personnel file. In the event that the teacher does not concur with the evaluator's report, the teacher shall be afforded the opportunity to write a rebuttal which shall be attached to the evaluator's report prior to it being placed in the teacher's personnel file.

Section 5. Observation and Supervision

Observation and supervision shall be by an administrator provided by the school and shall be an ongoing operation during the school year. A conference may be called if necessary.

Observation is defined as: "The actual classroom visitation by the administrator."

Supervision is defined as simply: "The improvement of instruction."

Section 6. Personnel Files

A teacher shall have the right, upon request, to review the contents of his/her personnel file. The teacher shall be entitled to have a representative of the Association accompany him/her during such review. All evaluator material concerning a teacher on his/her performance shall be kept in his/her personnel file, and no such material can be placed or removed from the personnel file without the teacher's previous knowledge. The Board agrees that commencing with the employment of the teacher, the personnel file established for the teacher shall be open to his/her inspection, and no separate personnel file shall be established.

ARTICLE V. PROMOTION

Section 1. Policy

The Board supports a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff, if qualified persons are available.

Section 2. Notice

Whenever a vacancy arises the school board approved vacancy announcement will normally be posted on **the school board approved vacancy announcement will normally be posted on the school web page for ten working days and department heads will be notified by building principal.** Any new positions **requiring a professional educator's teaching license will normally be posted on the school web page for ten working days** with accompanying vacancy announcement.

ARTICLE VI. FAIR DISMISSAL PROCEDURES

Section 1. Discipline, Non-Renewal and Dismissal

It shall be the policy of the Board not to discharge, discipline, suspend or non-renew a teacher for reasons, which are arbitrary or capricious.

Section 2. Reduction of Personnel

Before the Board makes any necessary reduction in personnel, it will first inform representatives of the Association the effects of such reduction. The Board shall have the sole right to determine the necessity for and scope of a reduction in personnel for reasons including, but not limited to, lack of funds, declining enrollment, or other reasons of necessity. This will include, but not be limited to, such problems as the criteria used for the determination of those who will be dismissed pursuant to a reduction in personnel shall be afforded the same rights as have been established in Section 1 of this article.

ARTICLE VII. TEACHER FACILITIES

Section 1. Equipment

The Board agrees to make available (if possible) to each teacher, equipment suitable for the performance of the teacher's responsibilities including, but not limited to, a separate desk, chair, and filing cabinet for each teacher, adequate chalkboard space in every classroom, copies exclusively for the teacher's use of all texts used in each of the courses he/she is to teach, a complete and unabridged dictionary in each classroom, adequate text books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibility, smocks for art and home economics teachers, laboratory coats for laboratory science teachers, shop coats for vocational and industrial education teachers.

Section 2. Safety

The Board will make every effort to insure that teachers are not subjected to unsafe or hazardous conditions in the performance of their duties. The teachers are not to perform tasks which endanger their health, safety or well being.

Section 3. Lounges

Every effort will be made to provide adequate lounge facilities in each of the following areas: lower elementary, upper elementary, middle school, and high school. Teachers will have access to telephone facilities for private calls.

ARTICLE VIII. COMPENSATION

Section 1. Schedule

The salary schedule of the district shall apply to all teachers and is attached to and made part of this Article. All teachers shall be placed on the appropriate level of the salary schedule. The salary schedule is based upon the regular school calendar and normal teaching assignment. Additional duties shall be compensated for.

Section 2. Method of Payment

The salary of each teacher will be divided into payments as determined by the period of time from the beginning to the end of the school calendar plus additional payments at the end to cover through the last pay date of the fiscal year. When the teacher's last paycheck for the actual school term is calculated, the additional payment(s) may also be prepared and disbursed at the written request of the teacher. Otherwise these two payments will be available on the regularly scheduled biweekly pay date(s).

All personnel shall have the option to pro-rate their earnings over twelve (12) months and receive their summer payments in a lump sum at the conclusion of the contracted year. Early withdrawal of accumulated pro-ration (prior to the end of the school year) will result in termination of an individual's plan for the remainder of the current school year and for two full school years beginning with the next school year.

Section 3. Last Payment

The last payment will be held until the teacher is cleared by his/her principal.

Section 4. Salary Schedule

All certified teachers will be eligible for the new negotiated salary schedule. Refer to Appendixes A, B, and C.

Section 5. Advancement on the Salary Schedule

a) Educational Increments

Educational increment is defined as horizontal movement to the appropriate educational lane of the salary schedule when required credits have been earned.

Approved graduate level courses in the teacher's field of instruction will be recognized for the educational increments. Fields of Study also recognized for educational increments are Master of Education and/or Administration which are directly pertinent to the positive climate and structure of a classroom. The person must be certified in North Dakota.

In unusual circumstances, a specialized study, not to exclude undergraduate courses may be given credit upon approval by the superintendent. Changes in salaries due to educational increments will be made **before** January 1st of each school term. These changes shall be made only as a result of teacher claims substantiated by official transcripts. The courses must have been completed **before** September 1st.

When completed college courses are to be used as the basis of educational increments, the teacher must furnish the superintendent's office with an official transcript of the completed courses.

College credits obtained before receipt of Master's Degree may not be counted for schedules beyond the Master's Degree.

b) Experience Increments - Increments – **There will be one (1) initial experience increment for each qualifying teacher for the 2017-18 and 2018-2019 biennium that will appear on initial contact offered in June 2017. There will be no experience increments provided for the 2018-2019 school year.**

Experience increment is defined as vertical movement to the next step of the salary schedule gained by successful completion of a school year.

~~The experience step for the following contract year will be established at the end of the current contract year.~~

~~The experience step can be changed one year if a lane change is completed by October 1st.~~

Note – The “strike through” in the language will be removed and the underlined language will be deleted at the end of the duration of this 2017-2018 and 2018-2019

Section 6. Salary Variations

- a) A teacher may be assigned authority over an activity and will receive additional compensation for carrying out that responsibility.

- b) Increments are not automatic, but are the reward for satisfactory teaching. Teachers not receiving an increment will be notified in writing and the reason for not receiving the increment will be explained in detail. The teacher retains the right to appeal.

- c) Teachers new to the system will be given credit for their first three successful years of experience. They may be given credit for up to ten years for successful teaching experience. The guide for placing teachers on the correct step is as follows:

Experience	1 year	Credit - 1 year
Experience	2 years	Credit - 2 years
Experience	3 or 4 years	Credit - 3 years
Experience	5 or 6 years	Credit - 4 years
Experience	7 or 8 years	Credit - 5 years
Experience	9 or 10 years	Credit - 6 years
Experience	11 or 12 years	Credit - 7 years
Experience	13 or 14 years	Credit - 8 years
Experience	15 or 16 years	Credit - 9 years
Experience	17 or more years	Credit - 10 years

- 1. Persons having a Doctoral Degree will be handled individually.
- 2. Teachers that have taught for Belcourt #7 and leave the system, and then return will receive the Belcourt experience year for year up to ten years.

Section 7. Early Retirement

- a) Teachers of the school district, covered under this agreement that find it desirable to retire early from employment with the district, may elect to apply for an early retirement payment under the terms and conditions set forth in this section. Early retirement is entirely voluntary and at the discretion of an eligible teacher.

- b) Teachers previously receiving an Early Retirement payment will not be eligible for any other payments under this Early Retirement provision.

- c) Letter of application for early retirement must be made to the Superintendent not before January 1st, but prior to May 1st of the current year.

- d) Teachers who elect to apply for an early retirement payment under this provision are personally responsible for determining what personal 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.

- e) The year is defined as being from July 1 to June 30. Full-time is defined as the teacher being under contract for at least 50% of the "Work Year" as defined in *Article X, Section 3*.

- f) Definition of Retirement: "Retirement" as used in the policy, shall mean severance of active employment with the Belcourt School District.

- g) *(This sub-section removed from the agreement after the 2010-11 contract year as stipulated.)*

- h) Eligibility
 - 1. Early Retirement payment is only available to full-time teachers covered under this agreement.
 - 2. Early Retirement payment applicant must be currently employed by the District and have been employed for a minimum of 10 consecutive years leading to application for early retirement as a full-time certified teacher under the negotiated agreement, counting the current school year. Approved leaves and temporary appointments will not count as breaks in the "consecutive years" requirement, nor will they be counted as part of the "consecutive years" requirement.

3. Early retirement will be applicable any of the five years prior to the first year applicant is eligible for normal retirement, as defined by ND TFFR, as well as applicant's first year of normal retirement eligibility under TFFR and the two years following initial year of normal retirement eligibility.
 4. Teacher has not or is not being discharged or non-renewed for cause.
 5. Teacher has not been hired for continued employment within the District.
 6. Teacher must provide evidence of eligibility to draw benefits from the North Dakota Teachers' Fund for Retirement at end of current school year by submitting official documentation from the ND Retirement & Investment Office before May 1st.
 7. Teacher has submitted letter of resignation with intent to retire from employment at the end of the current year along with a letter requesting early retirement.
- i) No more than four (4) teachers covered under this agreement may be allowed early retirement payments in any one fiscal year.
 - j) The Superintendent will determine eligibility of early retirement applicants with assistance from the Business Manager and a BAIT Designee. Those with the most current consecutive years of teaching service in the District shall receive first consideration for early retirement benefits in the event eligible applicants exceed the allowable number of recipients. Rank of applicants with identical years of teaching service will be determined by random lot in an open setting with early retirement applicants affected invited to be present.
 - k) The Superintendent will notify all early retirement applicants of the results after qualifying applicants have been determined.
 - l) Early Retirement Payment will be determined by multiplying \$800 for each year of eligible teaching service from the range of a minimum of 12 years to a maximum of 25 years (i.e., 12 years = \$9600. . . 25 years = \$20,000). The Superintendent will direct payment for qualifying applicants to be made in the last pay period of the fiscal year in June.

Section 8. Compensation Definition for Negotiations Purposes

BAIT and the Board agree that teacher compensation for Negotiations purposes will include the following:

1. Salary per Negotiated Salary Schedule - The District will issue teacher contracts with annual contracted salary specified on document with pay schedule.
2. All Mandatory Employer Payroll Taxes - District will pay for all mandatory employer payroll taxes.
3. Teachers Fund For Retirement (TFFR) Contributions - During the **2017-2018 and 2018-2019** school years, the District will pay for employee share TFFR contributions as well as the mandated employer contribution.
4. Health Insurance - Teachers wishing to participate in the District's group health insurance plan through payroll deductions will make arrangements through the group leader. Due to the school's requirement by law to put health insurance on bids, it is agreeable to change the present carrier name as long as the coverage is comparable in quality to the present group health insurance plan. Any changes in carrier or policy must be agreeable between the Board and B.A.I.T. The District will pay **88%** of the cost of a year's coverage of a Single or Family policy for the school years **2017-2018 and 2018-2019**.

ARTICLE IX. ABSENCES AND LEAVE STATUS

Section 1. Absences

Absences, unlike leaves, occur more or less unexpectedly and are usually short periods of time -- often one day.

When a teacher is able to anticipate an absence, he/she should discuss the situation in advance with his/her principal and secure permission before taking such absence. Any request for the extension of absence beyond the time originally agreed to, must be with the approval of the Superintendent.

For absences listed in Items 1 through 7, no days will be deducted from the sick leave, except in accordance with the individual provisions listed.

1. Personal Illness or Injury

In the event that it is necessary to be absent from duty because of personal illness or injury, continuance of salary will be based on ten days per year allowance accumulative to an unlimited amount. This will be deducted from the available sick leave.

All absences of three or more consecutive days **may** be substantiated by a written statement from a doctor **at supervisor or administrative discretion**. Upon those occasions when a teacher receives a direct salary compensation check from the North Dakota Workforce Safety Insurance as provided by the State, for any injury sustained during his/her normal work day, the amount of that compensation check will be deducted from the regular salary check to which the employee is entitled.

Whenever a teacher is absent from school as a result of an injury caused by an assault arising out of and in the course of his/her employment, and in circumstances in which the teacher is blameless, he/she shall be paid his/her full salary (less the amount of any Worker's Compensation payment) for the same period of such absence as is covered under Worker's Compensation up to a maximum of one year, without having such absence charged to the personal/annual or accumulated sick leave.

2. Unused Sick Leave

The School District agrees to pay \$35.00 (thirty-five dollars) a day for unused sick leave up to 30 (thirty) days when a person retires or leaves the system. Maximum - \$1,050.00 (one thousand fifty dollars). This policy only applies to teachers with less than ten years employment with District #7. The remainder of District #7 teachers are covered under policy DAGD. The teachers in either group will receive payment once and only once. The Belcourt #7 School Board could at some point eliminate DAGD, if that would happen all teachers would then fall under this agreement. The teachers would still be allowed to be paid only one time.

3. Family Illness

Up to a total of five days with pay during the school year shall be allowed for illness in the immediate family. These five days shall be deducted from the accumulate total of "personal illness" days to which the teacher has become eligible.

Upon the event of life threatening or an incapacitating condition, where it becomes necessary for the teacher to provide care or support, an additional five (5) days may be deducted from personal sick leave.

Not more than ten days total may be allowed under this policy during any one school year. Full pay shall be deducted from the absent teacher's salary for each day's absence after ten days. As used here, immediate family means: spouse, children, grandchildren and any members of the teacher's home; father and mother; brothers and sisters; grandfather and grandmother; brother-in-law, and sister-in-law; father-in-law, mother-in-law and grandparents in-law.

If extension of leave is needed due to emergency situations, the teacher may request in writing from the immediate supervisor, use of available sick leave on a humanitarian basis.

The School Board or its designate may request a doctor's certificate as proof of life threatening or an incapacitating illness or a statement from another person acceptable to the Board. This certificate shall be filed with the administration after the leave has been taken and shall be submitted to payroll at the prescribed time.

4. Bereavement

Absence with pay may be allowed at the death of a member of the immediate family up to a maximum of two days providing services are attended for the family member. As used here, immediate family means: spouse, children, grand-children and any members of teacher's home; father and mother; brothers and sisters; grandfather and grandmother; mother-in-law and father-in-law; and brother-in-law and sister-in-law and grandparents in-law.

5. Professional Purposes

Teachers shall be encouraged to take advantage of membership in professional associations, to attend professional meetings, and to visit classes in other schools when attendance at such functions will clearly benefit the school system.

When attendance at such functions will necessitate an absence from school, the teacher must secure approval for absences from his/her principal and the superintendent.

Teachers will be reimbursed for the reasonable expenses (including fees, meals, lodging, and transportation) at the request and/or with the approval of their principal and superintendent.

6. Jury Duty

When a teacher receives compensation from the Tribal, County, or District for performing jury duty, the amount of that compensation shall be deducted from the regular salary check the teacher would normally receive had he/she worked for the school instead of serving on the jury. Supervisor must be notified before such leave is taken.

Teachers may turn in jury compensation to the school district and receive their regular rate of pay.

7. Personal Leave

Teachers will be allowed **32** hours personal leave each school year without loss of pay. It is the intention that personal leave shall be available for personal reasons and these reasons will not be questioned by the administration. Personal leave requests should be submitted at least three days prior to taking such leave. Teachers will not be allowed to use personal leave during parent teacher conference days.

Emergency absences may be approved at the discretion of the administration. If unable to contact the administration before such an emergency arises, the teacher shall make a written request for appropriate leave on the day they return to work.

Use of personal leave shall be granted to staff members at the rate of 4% of the staff per building per day. If more than the allotted number of requests are made per building, the superintendent shall render the final decision.

A teacher shall be allowed to accumulate unused personal leave up to a maximum of **240** hours. Written requests for use of extended personal leave beyond two consecutive days shall be made at least two weeks in advance.

A teacher shall be allowed to turn personal leave in at the end of the year for hourly rate of pay. The maximum amount of personal leave a teacher can turn in for hourly rate of pay is **24** hours.

A teacher who has resigned employment from the District will be paid unused personal leave at hourly rate.

Section 2. Leaves

A leave is any period of extended absence granted in writing by the board on the recommendation of the superintendent.

Request for leave shall be submitted in writing to the Board with the approval of the principal and the superintendent.

1. Pregnancy/Maternity/**Paternity** Leave

Leave will be granted due to medical complications during pregnancy and maternity to the extent of sick leave accrued. Additional leave will be granted as leave without pay in accordance with the Family and Medical Leave

Act of 1993. In accordance with this Act, all employees are guaranteed up to twelve (12) weeks of unpaid job protected leave per year for family and medical reasons.

2. Sabbatical Leave

Sabbatical leave is a leave of absence during which the teacher may receive salary payment from the Turtle Mountain Community School.

a) Qualifications

Any teacher who has served satisfactorily and continuously in the school for a period of at least six years may, on the recommendations of the principal and superintendent, be considered for sabbatical leave not to exceed one year. **A program of study plan will be provided to the Superintendent prior to the teacher taking sabbatical leave. A minimum of twelve (12) credits per semester should be maintained throughout the sabbatical leave term; courses must provide letter grades. An official transcript will be provided to the Superintendent upon the return of the teacher.**

b) Numbers

No more than 2% of the teachers from the system shall be approved for leave of absence for professional improvement during a given school year. The Association recognizes and accepts the class size and pupil-teacher ratio may be temporarily affected within a department of a school by sabbatical leaves and the resulting inability to hire qualified replacements for the sabbatical period.

c) **Compensation** Reimbursements

A teacher on sabbatical leave for an entire school year shall receive from the school 1/2 of the annual salary (**with reduced benefits**) which he/she would have received had she/he remained active in the school system that year. **This compensation is contingent upon the teacher successfully maintaining/completing approved program of study with documentation provided by teacher at the end of each semester; failure to successfully complete program of study course will result in teach returning compensation received or forfeiting future compensation to satisfy reimbursement.**

d) Requirements of Additional Service

Before beginning the sabbatical leave, the teacher must enter into a contract to return to active service in the Turtle Mountain Community School for a period of two years following the school year in which the leave is completed. In default of completion of such service, the teacher will refund to the school an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered bears to the whole amount of service to be rendered; provided, however, that the teacher shall be released from such payment if his/her failure to render the agreed service as stipulated be due to his/her illness, disability, or death, or if he/she be discharged from his/her position by the school board.

e) Sabbatical Report

When the sabbatical leave has been completed, the sabbatical teacher shall submit a written report of his/her leave to the superintendent **which will include official transcripts from the sabbatical period.**

f) Privileges

A teacher returning from sabbatical leave shall be placed on the step of the salary schedule he/she would have attained had he/she remained in the school system and will be entitled to the same sick leave benefits he/she would have earned had he/she not gone on sabbatical leave.

g) Application

Teachers who expect to apply for sabbatical leave should so inform the principal and superintendent as early in the school year as possible.

Formal requests for sabbatical leaves shall be made in writing to the superintendent, with the approval of the applicant's principal, before March 1st of the school year previous to that for which the leave is requested.

ARTICLE X. TEACHER RESPONSIBILITY AND OTHER DUTIES AND RESPONSIBILITIES

Section 1. Daily Schedule

The school days shall be flexible and the normal school day shall be limited to eight (8) hours with the exception of extensions of the normal school day necessary to make-up time due to school closures or cancellations.

Section 2. Instructional Load

The school board shall hold the administration responsible for the equitable distribution of work among members of the staff. One regularly scheduled preparation period per day for non-elementary school teachers will be arranged in weekly schedule or in writing by a building principal. Elementary school teachers will be provided one regularly scheduled preparation period per day or weekly preparation period time equivalent to a minimum prorated weekly aggregate of 45 minutes per day to be used throughout the week (ie. 2 day week = minutes, 5 day week = 225 minutes); preparation period or time will be arranged in weekly schedule or in writing by a building principal. Extenuating circumstances not allowing preparation period/time will be acceptable under unavoidable circumstances (such as: shortened day schedules due to emergency closings, required testing, staffing emergencies) at the time of the regularly scheduled preparation periods.

If it becomes necessary for a teacher to teach during his/her prep period, compensation for this situation shall be calculated at the individual teacher's hourly rate of pay.

The Board will make every effort to keep the following maximum standards:

1 Certificated Teacher Maximum

K	20
1-12	25

(Former Section 3. Compensation for Extra Classes was removed)

Section 3. Length of Work Year

The **2017-2018** work year for "non-high school" teachers covered by the salary set forth in Article VIII, Compensation, will be for no more than **182** contract days including 2 pre-determined professional development days. **The 2017-2018 and 2018-2019** work year for "high school" teachers covered by the salary set forth in Article VIII, Compensation, will be for no more than **1,456** hours including at least 2 pre-determined professional development days. Three (3) additional staff development days will be offered beyond the **182** day **or 1456** hours at a rate of **\$40.00** per hour; staff development will only be offered contingent upon available funding. Should a teacher choose to not participate in the 3 days of staff development workshops, salary would not be provided for those days. Since the 3 days of staff development workshops are not contract days, sick and personal leave will not apply.

Section 4. Teachers' Meetings

All teachers are expected to attend all teachers' meetings called by the administration. Absence from such meetings shall be regarded as unprofessional conduct. If it becomes necessary for a teacher to be absent from a scheduled meeting, he/she shall notify the administrator responsible for calling of the meeting, prior to the meeting.

Section 5. Duty Free Lunch

All teachers may have a 25 minute minimum duty free lunch period between approximately 11:00 a.m. and 1:30 p.m. to be used at the teacher's own discretion, except for casinos and bars which are not to be frequented during school hours; if personnel disregard this, they will be subject to disciplinary action. Duty Free lunch period under this section is only applicable when a teacher is at work. When a duty free lunch period is not made available, compensation shall be made in the form of documented compensatory time.

Section 6. Teachers Conference

Teachers and principals will decide on the length, date, time, and procedures of all parent-teachers conferences when school calendar is developed. If principals and teachers cannot agree, the final decision rests with the administrator.

ARTICLE XI. MISCELLANEOUS PROVISIONS

Section 1. Substitute Teachers

In the event a regular classroom teacher serves as a substitute, and all other alternatives have been exhausted, the following shall apply:

1. Substituting During Preparation Period:
This situation is covered in ARTICLE X, Section 2
2. Substituting During Team Teaching:
Teachers hired in a team teaching situation may be used as a substitute in extreme situations, not to exceed once monthly.

Teachers will not be placed under a doubled responsibility substitute assignment unless there is an extreme emergency situation with prior approval by the superintendent with the teacher provided additional compensation at the teacher's hourly rate.

Section 2. Tutoring

In the event a regular classroom teacher serves as a tutor, the following shall apply;

1. In school tutoring during preparation period.
This situation is covered in ARTICLE X, Section 2.
2. Tutoring outside the normal school hours.
This is a case where a teacher performs assigned tutoring outside the normal 8 hour work day. The rate of compensation for this situation shall be the individual teacher's hourly rate of pay.

Section 3. Teacher Negotiated Agreement

An copy of the current Teacher Negotiated Agreement shall be available on the school website along with paper copies available upon request in the office of each school principal. The signed master Teacher Negotiated Agreement shall be kept in the office of the Superintendent.

Belcourt School District #7 shall provide teachers covered under this agreement with a personal copy of the negotiated agreement.

Individual teacher contracts shall be maintained and filed in the Human Resource Director Office.

Section 4. Resignations - Liquidation Damages Clause

Once a contract is signed, it is assumed that a teacher will not request a release during the term of the contract. It is mutually acknowledged that termination of a contract by a teacher prior to its completion results in damages to the school. In an effort to discourage this practice the following sum shall be paid by a teacher requesting a release from a contract which is approved by the school board:

This section applies only to teachers with signed contracts. Beginning June & July the cost will be \$1,000.00 and August 1st – May 31st \$1,250.00 which applicable amount will be withheld from gross pay upon submission of a resignation notice. Should the resignation be withdrawn by the teacher or not accepted by the board, said damages shall be refunded to the teacher.

The liquidation damages clause excludes teachers who take other employment with the District or the Turtle Mountain Middle and Elementary Bureau of Indian Education Schools. The liquidation damages clause also excludes teachers who can no longer engage in the profession of teaching as stated on their individual contracts as a result of a medical condition per medical document.

Section 5. Understanding

The Board and the Association agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties and that said terms and conditions may not be altered,

changed, added to, deleted from or modified without the mutual consent of the parties in an amendment, written, and attached and made part of this Agreement.

Section 6. Board Policy

This Agreement constitutes Board Policy for the term of said Agreement and shall be incorporated into and be considered part of the established policy of the Board.

Section 7. School Attendance of School Personnel Children

B.A.I.T. encourages all teaching personnel with children of school age residing in the district to have these children in attendance at the Turtle Mountain Community School.

Section 8. Professional Growth

All teachers shall be encouraged to participate beyond their regular duties, in activities, which increase professional competency.

1. Required Courses

Teachers are required within each five year period to complete at their own expense an approved 6 semester hours (or its equivalent) of subject matter course-appropriate to the teaching assignment and, preferably at the highest grade level. Failure to do so makes a teacher ineligible for further educational and experience increments.

All teachers, particularly those in secondary schools, are encouraged to take courses appropriate to their teaching assignments.

2. Summer Professional Growth Compensation

Teachers who have been employed at least three years in this district qualify under this section. A maximum of ten teachers will be allowed summer professional growth compensation leave each year with the prior approval of their supervisor/principal and final approval by the superintendent. Applications for summer professional growth compensation will be available on the school's website and must be submitted to the superintendent's office no earlier than **January 1st** and no later than **March 1st**. **Selected courses will be submitted to the Superintendent for review before May 15th**. Individual teachers may apply every other year. Teachers who are on a current year sabbatical leave will not be eligible for summer professional growth compensation for the current and following year.

Before beginning the professional growth coursework, the teacher will present a proposed list of his/her summer coursework for pre-approval by the Supervisor/Principal and Superintendent. Teachers requesting summer professional growth compensation will be required to take coursework that will result in 'letter' grades; workshops, "S", "U", "Pass" or "Fail" grades will not be accepted unless written authorization is provided by the superintendent prior to the teacher taking coursework. Before beginning the professional growth coursework, the teacher shall also enter into a contract to return to active service in the Turtle Mountain Community School for a period of one year. If the teacher fails to complete such service, he/she will refund to the district the amount received for his/her professional growth coursework.

Teachers who have been approved under this section shall be granted \$4,000 in compensation for six semester hours of pre-approved graduate course work which will be in education or in the current field of their employment. CTE staff shall also be eligible for Summer Professional Growth Compensation for either graduate or undergraduate coursework appropriate to his/her teaching assignment as established in the application process. Compensation will be prorated according to the number of hours earned. Payment will be made at time of proof of hours earned. All of the following stipulations must also be met:

- a) The courses must have been completed by September 1st of the following year.
- b) The official transcript must be received by January 1st of the following year.
- c) No costs (tuition, fees, travel, etc.) have been borne by the District.
- d) All coursework (on-campus) and online) must be completed while in non-Belcourt School District pay status unless on approved annual or personal leave.
- e) Excludes workshops/professional development paid by the District.

Section 9. Compensation for Meetings

Teachers will be compensated for all mandatory meetings held during the teachers prep period and outside of work hours. The teacher's compensation shall be at the individual teacher's hourly rate of pay or teacher may accrue "hour for hour" trade time in 15 minute increments. Trade time may be used under the same stipulations for "personal leave" as out lined in ARTICLE IX. ABSENCES AND LEAVE STATUS Section 1. Absence. 7 Personal Leave. Accumulated Trade Time for teachers will be paid out oat the end of each school year. (Article X Section 2)

ARTICLE XII. GRIEVANCE PROCEDURE

The Turtle Mountain Community School Board, Turtle Mountain Community School Administrators, the B.A.I.T. organization and BIA Administrators do hereby agree that an effectively functioning grievance procedure contributes directly to improve professional relationships and thus the quality of professional service to the children of the Turtle Mountain Community School District. The parties do hereby further agree that in every employment relationship grievances and dissatisfactions arise. Constructive suggestions can often go unheeded and the Turtle Mountain Community School system is no exception. A plan to assure an orderly presentation of suggestions, to resolve dissatisfactions, and redress grievances of both supervisory and teaching personnel is an important part of the effective operation of the Belcourt School District System.

Section 1. Objectives

The broad objectives of the grievance procedure for the Belcourt School District #7 shall be:

1. To insure an opportunity for professional staff members and administrators to have unobstructed communication with one another and the school board with respect to alleged grievances without fear of reprisal.
2. To reduce the potential area of conflict between professional staff members, administrators, and school board.
3. To encourage and assure the freedom of effective communication through recognized channels between professional staff members, administrators, and school board.
4. To encourage the resolution of complaints as near the point of origin as possible.
5. To contribute to the development of improved morale and effectiveness of the Turtle Mountain Community School professional staff through an increased understanding of the Turtle Mountain Community School policies which affect them.

Section 2. Definitions

A grievance is a claim based upon an event or condition which affects the conditions or circumstances under which a teacher works, allegedly caused by misinterpretation or inequitable application of established policies or the terms of the Agreement.

A grievance evolves out of the manner in which a policy or any of the terms of this Agreement have been interpreted.

A written grievance must be brought before the principal or immediate supervisor within 20 working days of the time the allegedly aggrieved party knew or should have known of the grievance. If not communicated to the principal or immediate supervisor within the 20 working days, the grievance is barred from consideration.

Section 3. Procedures

1. Step One (Informal)

A teacher with a grievance shall generally first discuss his/her complaint with his/her principal or immediate supervisor by:

- a) Expressing his/her complaint directly to his/her principal or immediate supervisor, or
- b) Requesting an agent or the Association's representative to express his/her complaint to his/her principal or immediate supervisor for him/her, or
- c) Appearing together with his/her agent or the Association's representative before his/her principal or immediate supervisor for the purpose of expressing said complaint.

If the complaint refers to the application or interpretation of personnel policies, rules, regulations, or an administrative decision, the principal or immediate supervisor shall give the allegedly aggrieved party opportunity to state his/her views. Within five working days of this, the principal or immediate supervisor shall communicate in writing his/her views to the allegedly aggrieved and his/her agent or the Association's representative (if any).

Before resolving the complaint, the principal or immediate supervisor may consult the next higher level of administration for an opinion. Also, the Association's representative may consult the next higher level of the Association for an opinion.

If the allegedly aggrieved is not satisfied, he/she may then take his/her complaint or request that his/her agent or the Association's representative may consult the next higher level of the Association for an opinion. If the allegedly aggrieved is not satisfied, he/she may then take his/her complaint, or request that his/her agent or the Association's representative take his/her complaint to an appropriate higher level of Administration as outlined in Step Two. Also, if the allegedly aggrieved has been operating on his/her own up to this point, he/she may bring in an agent or a representative of the Association to handle his/her complaint at the higher level of Administration in Step Two.

2. Step Two (Formal)

The allegedly aggrieved party, his/her agent or the Association's representative shall within five working days of the principal or immediate supervisor's decision, transmit the complaint in writing to the Superintendent.

Within ten working days after receiving the complaint, the Superintendent or designee, shall, after consultation with the allegedly aggrieved, set the time, place, and date for a meeting between himself/herself, the allegedly aggrieved, his/her agent, or the Association's representative. This meeting must take place within those ten days.

Within five (5) working days of such meeting, the Superintendent or designee shall communicate in writing a decision to the allegedly aggrieved.

3. Step Three (Formal)

If the grievance is not satisfactorily resolved by Step 2, the allegedly aggrieved, or his/her representative or representative of the Association shall have five (5) working days to transmit in writing a request for binding arbitration to the Superintendent and elected officers of the association.

Within five (5) working days, the allegedly aggrieved party, his/her agent or the Association's representative, will contact the Board's panel member and the Association's panel member to set up a meeting between the two panel members.

The two panel members shall meet in executive session and try to select a neutral arbitrator. During this meeting, if an arbitrator cannot be selected the two (2) panel members shall each submit three (3) names of potential arbitrators. The two (2) panel members shall determine by lot which party shall strike the first name, each party shall, in turn, strike a name from the list until only one name remains. That neutral arbitrator selected shall be the chairman of the arbitration panel.

Within fifteen working days after his/her appointment, the chairman of the panel shall set-up a meeting of the whole panel. This meeting will take place within these fifteen days. At this meeting the panel shall examine the complaint,

consider the opinions of all parties concerned, interpret the contract section or school policy section in question, and submit their decision to the school board or its clerk, the allegedly aggrieved or his/her agent or the Association's representative, and the elected officers of the Association for official confirmation.

The arbitrator's recommendations shall be considered binding on all parties concerned.

For the first complaint brought by the allegedly aggrieved, the Board shall pay the cost of its arbitrator on the panel, the Association shall pay the expenses of its arbitrator, and the cost of the chairman shall be borne equally by the School Board and the Association.

For each successive complaint brought forth by the same allegedly aggrieved party, the Board shall pay the costs of its arbitrator on the panel, the Association shall pay the expenses of its arbitrator, and the cost of the chairman shall be borne equally by the School Board, the Association, and the allegedly aggrieved.

Section 4. Disposition

A decision reached under this grievance procedure shall be filed with each school administrator and the elected officers of the Association to be used as precedent for future complaints.

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

School Board members, administrators, or teachers shall not discriminate against one another because of the exercise of one's rights under this grievance procedure.

Section 5. Time-Line Responsibilities

Unless mutually extended by both sides, all time-lines in the grievance procedure must be followed strictly or a breach of good faith will have occurred.

ARTICLE XIII. DURATION

The provisions of this agreement will be effective as of June 1, **2017**, and will continue and remain in full force and effect until May 31, **2019**, or until a successor agreement is agreed upon, whichever is later. Said agreement will automatically be renewed and continued in full force and effect for an additional period of one year unless either the Board or the Association give written notice to the other not later than 90 days prior to the expiration date, or any anniversary thereof, of its desire to reopen this agreement and to negotiate over terms of a successor agreement. The Board and the Association may mutually agree to reopen negotiations at any time on any selected articles of this agreement and to extend the remaining articles without further negotiations. If negotiations continue into the following year, the agreed upon salary and benefits shall be paid retroactive to the beginning of the school year/years governed by the negotiated agreement.

In witness thereof fully authorized representatives of the Association and the Board hereunto set their hands and seals this _____ day of _____.

ASSOCIATION REPRESENTATIVES:

BOARD REPRESENTATIVES:

TEACHER SALARY SCHEDULE 2017-2018

Base: **\$42,000** (182 Days)

Exp Incr:

Stps 1-3	\$1,200		BA+15	BA+30	BA+45	MA	MA+15	MA+30
Stps 4-6	\$1,300	Educ Incr:	\$1,600	\$1,600	\$1,100	\$1,750	\$1,750	\$1,750
Stps 7-17	\$1,500							

Years Exp	Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30
0	1	42,000	43,600	45,200	46,300	48,050	49,800	51,550
1	2	43,200	44,800	46,400	47,500	49,250	51,000	52,750
2	3	44,400	46,000	47,600	48,700	50,450	52,200	53,950
3	4	45,700	47,300	48,900	50,000	51,750	53,500	55,250
4	5	47,000	48,600	50,200	51,300	53,050	54,800	56,550
5	6	48,300	49,900	51,500	52,600	54,350	56,100	57,850
6	7	49,800	51,400	53,000	54,100	55,850	57,600	59,350
7	8	51,300	52,900	54,500	55,600	57,350	59,100	60,850
8	9	52,800	54,400	56,000	57,100	58,850	60,600	62,350
9	10	54,300	55,900	57,500	58,600	60,350	62,100	63,850
10	11	55,800	57,400	59,000	60,100	61,850	63,600	65,350
11	12	57,300	58,900	60,500	61,600	63,350	65,100	66,850
12	13		60,400	62,000	63,100	64,850	66,600	68,350
13	14		61,900	63,500	64,600	66,350	68,100	69,850
14	15					67,850	69,600	71,350
15	16						71,100	72,850
16	17						72,600	74,350

The School District also agrees to pay 11.75% of each teacher's retirement salary toward member assessments for North Dakota Teachers Fund for Retirement for the 2017-2018 school year and 11.75% for the 2018-2019 schools years only. This amounts to 100% of each teacher's share.

The School District also agrees to pay 88% of each teacher's health insurance premium (For the 2017-2018 and 2018-2019 school years only).

DATE APPROVED: _____

APPENDIX A (1)

TEACHER SALARY SCHEDULE 2018-2019

Base: **\$42,000** (182 Days)

Exp Incr:

Stps 1-3	\$1,200		BA+15	BA+30	BA+45	MA	MA+15	MA+30
Stps 4-6	\$1,300	Educ Incr:	\$1,600	\$1,600	\$1,100	\$1,750	\$1,750	\$1,750
Stps 7-17	\$1,500							

Years Exp	Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30
0	1	42,000	43,600	45,200	46,300	48,050	49,800	51,550
1	2	43,200	44,800	46,400	47,500	49,250	51,000	52,750
2	3	44,400	46,000	47,600	48,700	50,450	52,200	53,950
3	4	45,700	47,300	48,900	50,000	51,750	53,500	55,250
4	5	47,000	48,600	50,200	51,300	53,050	54,800	56,550
5	6	48,300	49,900	51,500	52,600	54,350	56,100	57,850
6	7	49,800	51,400	53,000	54,100	55,850	57,600	59,350
7	8	51,300	52,900	54,500	55,600	57,350	59,100	60,850
8	9	52,800	54,400	56,000	57,100	58,850	60,600	62,350
9	10	54,300	55,900	57,500	58,600	60,350	62,100	63,850
10	11	55,800	57,400	59,000	60,100	61,850	63,600	65,350
11	12	57,300	58,900	60,500	61,600	63,350	65,100	66,850
12	13		60,400	62,000	63,100	64,850	66,600	68,350
13	14		61,900	63,500	64,600	66,350	68,100	69,850
14	15					67,850	69,600	71,350
15	16						71,100	72,850
16	17						72,600	74,350

The School District also agrees to pay 11.75% of each teacher's retirement salary toward member assessments for North Dakota Teachers Fund for Retirement for the 2017-2018 school year and 11.75% for the 2018-2019 schools years only. This amounts to 100% of each teacher's share.

The School District also agrees to pay 88% of each teacher's health insurance premium (For the 2017-2018 and 2018-2019 school years only).

DATE APPROVED: _____

APPENDIX A (2)

