

DIVIDE COUNTY SCHOOL DISTRICT

TEACHER PROFESSIONAL NEGOTIATED AGREEMENT TWO-YEAR AGREEMENT FOR JULY 1, 2021 – JUNE 30, 2023

Having completed the 2021 teacher-board negotiations process, the following provisions of this Two-Year Agreement shall become effective once approved by the Divide County Education Association and the School Board and signed by both parties. This Agreement shall become part of the official minutes of the Board and provide guidance for all certified teaching contracts of the district for the two contract years affected by this Agreement. The Agreement shall not discriminate against any member of the staff regardless of membership or non-membership in the Divide County Educators' group. It is agreed that all items previously agreed upon and not discussed or revised during the 2021 negotiation sessions will remain in force.

SAVINGS CLAUSE:

Should any section or clause of the Agreement be declared illegal by a court of competent jurisdiction, said section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining sections, clauses and language shall remain in full force and effect for the duration of the Agreement if not affected by the deleted section, clause or language.

DURATION:

All provisions of this Agreement shall be enacted and effective as of July 1, 2021 and shall continue in force and effect until June 30, 2023.

MUTUAL CONSENT:

Either party, desiring change in this agreement, shall notify the other party in writing no later than March first of any respective year covered under this agreement. Proposed revisions may be made upon mutual agreement of both parties.

PROVISIONS OF AGREEMENT:

1. Salary Schedule Step Increments: Vertical step increments for all steps at all Bachelor lanes are \$550 for 2021-2022 and \$575 for 2022-2023 and for all steps at the Master lanes are \$600 for 2021-2022 and \$625 for 2022-2023. "Appendix A" includes the complete salary schedules for this 2-year Agreement.
2. Salary Schedule Lane Advancement Increments: Horizontal lane increments are \$500 per lane movement to move across the schedule from the BA lane to the BA+12 and BA+24 lanes, and \$1,000 to move from the BA+24 lane to the BA+36 and BA+48 lanes. The horizontal lane increment when completing a Masters Degree is \$1,300, and a \$1,000 increment for moving from the MA lane to the MA+18 lane. Advancement on the salary schedule is limited to one lane advancement and one step increment per year, except when obtaining an advanced degree. Upon completion of an advanced degree, such as Masters, placement on the salary schedule for the ensuing teaching contract will be commensurate with the lane which reflects the advanced degree completed, plus one step increment to reflect one year of experience. Undergraduate college credits will qualify for lane advancement if the credits will qualify the teacher for an additional teaching endorsement above and beyond the basic bachelor's degree.
3. College Credit Reimbursement: Prior approval of the respective principal and superintendent is required for credits to be applied to a lane change or grant payment. Teachers must notify the administration by July 1st if they anticipate acquiring the necessary hours needed for a lane advancement, and the number of grant requests he/she will submit during the ensuing school year – not to exceed two (2) requests per school year. Each time a teacher earns an additional four semester hours of college/university credit in their teaching discipline or additional teaching endorsement, he/she is eligible to receive \$600.00 for each four (4) credit request. In-service credits for sessions less than 15 hours in duration are not eligible for this grant payment. The recommendations of the State Department of Public Instruction will be followed regarding the number of in-service hours necessary for an equivalent college credit. The salary amount of a teacher's contract may be changed prior to the beginning of the school year, if approved credits have been acquired during the summer months. The

teacher's contract will have an addendum attached, which must be signed by both parties, to verify additional salary due to eligible lane advancement. All official transcripts must be filed with the District Office on or before September 10th in order for the lane advancement and salary adjustment to become effective. Payment will be approved at the board meeting following receipt of a transcript in the District Office, showing successful completion of the credits.

4. District Requested College Course: If the district requests a teacher to take a college course, the cost of the credits, fees and books are eligible for reimbursement to the teacher upon successful completion of the course.
5. Extra-curricular Schedule: "Appendix B" of this Agreement includes the full list of extra-curricular positions with respective stipends, and duties and conditions pertaining to the schedule. Any extra-curricular athletic team/club with ten (10) or less players/participants will not have an assigned assistant coach.
6. Teacher Retirement Match: The District will pay the teachers' share of assessments to the North Dakota Teachers' Fund for Retirement (TFFR) up to a maximum of 7.75%.
7. In-service/Professional Development Activities: Teachers requested by the administration to attend professional development activities and/or required extra-curricular activity supervision outside the regular 183-day school term contract will receive \$200 per day of required service.
8. Part-time Teaching Credit on Salary Schedule: A teacher who has taught part of a year, or who has taught part time for a full year, will have their salary amount on the salary schedule determined and prorated according to the amount of full time equivalent (FTE) employment. Full time teaching equivalent experience will be recorded in the teacher's file according to their FTE. If a part-time teacher becomes a full time teacher, he/she will be placed on the salary schedule commensurate with their record of total FTE experience.
Example: A teacher who is teaching half-time will receive half a step increment for each year of continuing employment. If that person had taught for 6 years as a half-time teacher and then is hired full time, he/she would be placed on Step 3 (6 x .5) for their next employment contract because their equivalent full-time (FTE) teaching experience would equal three years.
9. Experience Credit Outside the District: New Teachers employed by the district may receive credit for up to twenty (20) years' experience outside the district for placement on the salary schedule. However, depending on which lane of the schedule is applicable to a new employee, based on the number of college credits earned beyond a bachelor's degree, he/she may be limited by the number of steps within a respective schedule lane. Teachers employed within the past 10 years who were limited to 15 years credit for prior experience will receive an additional year of experience credit for each year of this agreement (2021-22 and 2022-23), within their current lane of the salary schedule, if prior experience qualifies and if additional steps are available on the salary schedule.
10. Liquidated Damages: Teachers who request and are granted a release from their signed contract by the Board, will be assessed liquidated damages in the amount of \$1,500 from the date of a signed contract until June 30; \$2,000 between July 1 and July 31; and \$3,000 after July 31. Any liquidated damages owed will be deducted from any salary and/or benefit compensation due, unless other acceptable terms are agreed upon.
11. Noon Supervision: Elementary teachers shall receive forty (40) free meals during each school year for assigned supervision of the noon lunch room. High school teachers shall receive one free meal for each assigned supervised lunch period within the designated food service eating area.
12. Contract Language: Contracts shall stipulate annual salary, salary schedule lane, and step placement. Teachers shall be assigned to teach in areas that they are qualified to teach and perform all duties and services assigned during the term of the contract. The work day shall be from 8:00 a.m. to 4:00 p.m., subject to early dismissals and parent-teacher conference schedules.
13. Forfeited Prep Period Pay: A payment of \$22 will be reimbursed to any teacher of grades 7-12, who forfeits a 45-minute preparation period (based on 8-period day) at the request of the administration, to

cover a class for a teacher who is absent. Elementary teachers will receive compensation for forfeiting their normal preparation period to cover for another teacher, based on a prorated 45-minute period and prorated at the \$22 rate. (For example, an elementary 40-minute prep period (based on 8-period day) is eligible for \$19.00 reimbursement per forfeited prep period.)

14. Health Insurance: The district offers to pay 100% of a single premium, approximately 56% of a single plus dependent, and approximately 38% of a family premium for each teacher participating in the district health insurance program. The health benefit will be prorated according to the amount of time worked, if less than full time. Full-time is considered to be eight hours per day, nine months per year. If an employee does not participate in the health plan, they are entitled to full family dental and/or vision coverage.
15. Dental Insurance: The district will pay the full single dental premium rate, or 75% of a full family dental premium rate per full-time teacher.
16. Vision Insurance: The district will pay the full single vision premium rate, or 75% of a full family dental premium rate per full-time teacher.
17. Life Insurance: The district will pay for twenty thousand dollars (\$20,000) of Term Life Insurance per teacher.
18. Long Term Disability Insurance: The district will pay the full cost of a Long Term Disability Insurance policy for each teacher.
19. Sick Leave: Each full time teacher shall receive eleven (11) days per year to be used for illness, medical appointments and surgeries for the employee, employees' children, spouse, spouse siblings, employee siblings, parents, and/or parents-in-law, and relatives within the first degree of kinship. Unused sick leave days may accumulate to a maximum of 100 days.
20. Sick Leave Severance Pay: Each teacher leaving the district will be paid twenty-five dollars (\$25) per day of unused accumulated sick leave, provided the teacher has taught in the district for three consecutive years. Accumulated sick leave does not include days contributed to the sick leave bank.
21. Emergency Leave: Four (4) days of leave may be granted per year for emergencies, with administrative approval. Emergency leave may be used to deal with situations which an individual has no control over and cannot be resolved during non-school hours, such as flooding, accidents, household emergencies, and weather-related conditions. However, when school is in session during inclement weather and/or challenging road conditions, all employees are expected to be in attendance except in extenuating circumstances such as being out of town for personal business or out of town on a weekend. Emergency leave may also be used to attend a funeral of a family member, close relative, or close friend if other leaves are not applicable or available. If less than a full day is necessary for attending a funeral, it is assumed the employee will evaluate the situation accordingly. Prior administrative approval is required from the Superintendent and /or designee, who will evaluate each request on a case by case basis.
22. Personal Leave: Four (4) days personal leave may be granted each year with prior administrative approval, no less than one (1) day prior to the absence. Personal leave days may accumulate to a maximum of six (6) days, but limited to no more than three (3) consecutive work days per request. Personal leave may not be granted during the first five (5) or last five (5) days of the school term, and not before or after the Christmas break, unless approved by the Superintendent due to extenuating circumstances. Unused personal leave days may be redeemed at the end of the year at the rate of the daily substitute teacher pay, as an option, instead of accumulating days.
23. Family and Medical Leave (FML): The district shall comply with all provisions and conditions of the U.S. Department of Labor Family and Medical Leave Act (<https://www.dol.gov/agencies/whd/fmla>).
24. Sick Leave Bank: An optional Sick Leave Bank shall be available to teachers and principals of Divide County School District. Only those teachers and principals opting to participate in the Sick Leave Bank

will be able to request days. The purpose of the bank is to compensate employees in the event their accumulated sick leave days are exhausted due to illness or injury.

- a. Each teacher and principal opting to participate shall contribute two (2) days to a Sick Leave Bank upon initial employment with the district.
 - b. Total accumulated days in the bank will not exceed 250 days. Whenever the balance falls below 250 days, each teacher will be assessed up to two additional days the next school term, until the 250-day limit is replenished.
 - c. A member must have used all sick leave days, personal leave days, and days contributed to the bank upon initial employment, before requesting any days from the Sick Leave Bank.
 - d. Use of the Sick Leave Bank will be limited to 30 days per request with a maximum of two requests per member per year – 60 days total for each school year. Normal maternity/paternity leave is limited to a request of 12 days from the bank, but not to exceed 30 total paid days, including regular sick leave, personal leave, and sick leave bank days. If maternity complications arise, an individual may request up to 30 days from the bank rather than the limit of 12, with written justification from the attending medical doctor.
 - e. Requests for leave must be submitted in writing to the principal of the teacher requesting, who will confer with a sick leave bank committee consisting of one elementary teacher, one 7-12 teacher, and the superintendent. This committee will review the request for legitimacy and present the request to the full teaching staff for a secret ballot vote. The initial request and results of the staff vote shall be provided to the business manager.
 - f. Membership of the committee shall be determined at the outset of each school term. Teacher representatives may carry over from year to year, but no more than three (3) consecutive years.
25. Teacher Input: In order to provide faculty input into policy or personnel matters, teachers may request a meeting with the Policy and Curriculum Committee at any time. Notice of the date and time of Policy and Curriculum meetings will be given at the regular teacher meetings and through the weekly employee bulletins. Teachers will receive a tentative school calendar for teacher input before final adoption of the calendar.

ATTEST:

SCHOOL BOARD: DIVIDE COUNTY
SCHOOL DISTRICT #1

By 
Chairman of School Board

By 
Board Head Negotiator

DIVIDE COUNTY EDUCATION ASSOCIATION

By 
Teacher Head Negotiator

By 
Representative of Teachers

By 
Official Recorder of Negotiations

Dated this 15th day of April, 2021
Crosby, North Dakota

DIVIDE COUNTY SCHOOL DISTRICT SALARY SCHEDULE

2021-2022

Base Salary	48,500						
Step Increment	550	550	550	550	550	600	600
Lane Increment		500	500	1,000	1,000	1,300	1,000

Step	Bachelor	Bach +12	Bach + 24	Bach + 36	Bach + 48	Masters	Masters + 18
Base	48,500	49,000	49,500	50,500	51,500	52,800	53,800
1	49,050	49,550	50,050	51,050	52,050	53,400	54,400
2	49,600	50,100	50,600	51,600	52,600	54,000	55,000
3	50,150	50,650	51,150	52,150	53,150	54,600	55,600
4	50,700	51,200	51,700	52,700	53,700	55,200	56,200
5	51,250	51,750	52,250	53,250	54,250	55,800	56,800
6	51,800	52,300	52,800	53,800	54,800	56,400	57,400
7	52,350	52,850	53,350	54,350	55,350	57,000	58,000
8	52,900	53,400	53,900	54,900	55,900	57,600	58,600
9	53,450	53,950	54,450	55,450	56,450	58,200	59,200
10	54,000	54,500	55,000	56,000	57,000	58,800	59,800
11		55,050	55,550	56,550	57,550	59,400	60,400
12		55,600	56,100	57,100	58,100	60,000	61,000
13		56,150	56,650	57,650	58,650	60,600	61,600
14		56,700	57,200	58,200	59,200	61,200	62,200
15		57,250	57,750	58,750	59,750	61,800	62,800
16		57,800	58,300	59,300	60,300	62,400	63,400
17		58,350	58,850	59,850	60,850	63,000	64,000
18			59,400	60,400	61,400	63,600	64,600
19			59,950	60,950	61,950	64,200	65,200
20			60,500	61,500	62,500	64,800	65,800
21			61,050	62,050	63,050	65,400	66,400
22			61,600	62,600	63,600	66,000	67,000
23			62,150	63,150	64,150	66,600	67,600
24				63,700	64,700	67,200	68,200
25				64,250	65,250	67,800	68,800
26				64,800	65,800	68,400	69,400
27					66,350		70,000
28					66,900		70,600

DIVIDE COUNTY SCHOOL DISTRICT SALARY SCHEDULE

2022-2023

Base Salary	49,000						
Step Increment	575	575	575	575	575	625	625
Lane Increment		500	500	1,000	1,000	1,300	1,000

Step	Bachelor	Bach +12	Bach + 24	Bach + 36	Bach + 48	Masters	Masters + 18
Base	49,000	49,500	50,000	51,000	52,000	53,300	54,300
1	49,575	50,075	50,575	51,575	52,575	53,925	54,925
2	50,150	50,650	51,150	52,150	53,150	54,550	55,550
3	50,725	51,225	51,725	52,725	53,725	55,175	56,175
4	51,300	51,800	52,300	53,300	54,300	55,800	56,800
5	51,875	52,375	52,875	53,875	54,875	56,425	57,425
6	52,450	52,950	53,450	54,450	55,450	57,050	58,050
7	53,025	53,525	54,025	55,025	56,025	57,675	58,675
8	53,600	54,100	54,600	55,600	56,600	58,300	59,300
9	54,175	54,675	55,175	56,175	57,175	58,925	59,925
10	54,750	55,250	55,750	56,750	57,750	59,550	60,550
11		55,825	56,325	57,325	58,325	60,175	61,175
12		56,400	56,900	57,900	58,900	60,800	61,800
13		56,975	57,475	58,475	59,475	61,425	62,425
14		57,550	58,050	59,050	60,050	62,050	63,050
15		58,125	58,625	59,625	60,625	62,675	63,675
16		58,700	59,200	60,200	61,200	63,300	64,300
17		59,275	59,775	60,775	61,775	63,925	64,925
18			60,350	61,350	62,350	64,550	65,550
19			60,925	61,925	62,925	65,175	66,175
20			61,500	62,500	63,500	65,800	66,800
21			62,075	63,075	64,075	66,425	67,425
22			62,650	63,650	64,650	67,050	68,050
23			63,225	64,225	65,225	67,675	68,675
24				64,800	65,800	68,300	69,300
25				65,375	66,375	68,925	69,925
26				65,950	66,950	69,550	70,550
27					67,525		71,175
28					68,100		71,800

Appendix B

2021-2023 EXTRA-CURRICULAR SCHEDULE

Years' Experience	High School										
	BB,FB,VB	Track, Softball	Golf	Band and Choir	FFA	FCCLA	FBLA	Drama/Play		School Annual	School Paper
	Head-100% Ass't-80%	Head-100% Ass't-80%	Head-100% Ass't-80%				Head-100% Ass't-80%	Per Program Max 2/year	Junior Class		
Step Increment	175	175	175	175	175	175	175	100	175	150	100
Base	2700	2400	2000	1550	1550	1550	1550	600	1200	1550	700
1	2875	2575	2175	1725	1725	1725	1725	700	1375	1700	800
2	3050	2750	2350	1900	1900	1900	1900	800	1550	1850	900
3	3225	2925	2525	2075	2075	2075	2075	900	1725	2000	1000
4	3400	3100	2700	2250	2250	2250	2250	1000	1900	2150	1100
5	3575	3275	2875	2425	2425	2425	2425	1100	2075	2300	1200
6	3750	3450	3050	2600	2600	2600	2600	1200	2250	2450	1300
7	3925	3625	3225	2775	2775	2775	2775	1300	2425	2600	1400
8	4100	3800	3400	2950	2950	2950	2950	1400	2600	2750	1500
9	4275	3975	3575	3125	3125	3125	3125	1500	2775	2900	1600
10	4450	4150	3750	3300	3300	3300	3300	1600	2950	3050	1700
11	4625	4325	3925	3475	3475	3475	3475	1700	3125	3200	1800
12	4800	4500	4100	3650	3650	3650	3650	1800	3300	3350	1900
13	4975	4675	4275	3825	3825	3825	3825	1900	3475	3500	2000
14	5150	4850	4450	4000	4000	4000	4000	2000	3650	3650	2100
15	5325	5025	4625	4175	4175	4175	4175	2100	3825	3800	2200
16	5500	5200	4800	4350	4350	4350	4350	2200	4000	3950	2300
17	5675	5375	4975	4525	4525	4525	4525	2300	4175	4100	2400
18	5850	5550	5150	4700	4700	4700	4700	2400	4350	4250	2500
19	6025	5725	5325	4875	4875	4875	4875	2500	4525	4400	2600
20	6200	5900	5500	5050	5050	5050	5050	2600	4700	4550	2700
21	6375	6075	5675	5225	5225	5225	5225	2700	4875	4700	2800
22	6550	6250	5850	5400	5400	5400	5400	2800	5050	4850	2900
23**	6725	6425	6025	5575	5575	5575	5575	2900	5225	5000	3000
24**	6900	6600	6200	5750	5750	5750	5750	3000	5400	5150	3100

Junior High	
BB,FB,VB	Track
Head-100% Ass't-80%	Head-100% Ass't-80%
150	150
1700	1700
1850	1850
2000	2000
2150	2150
2300	2300
2450	2450
2600	2600
2750	2750
2900	2900
3050	3050
3200	3200
3350	3350
3500	3500
3650	3650
3800	3800
3950	3950
4100	4100
4250	4250
4400	4400
4550	4550
4700	4700
4850	4850
5000	5000
5150	5150
5300	5300

Elementary	
BB,VB	Music
Head-100% Ass't-80%	Per Program Max 4/Year
50	30
1200	50
1250	80
1300	110
1350	140
1400	170
1450	200
1500	230
1550	260
1600	290
1650	320
1700	350
1750	380
1800	410
1850	440
1900	470
1950	500
2000	530
2050	560
2100	590
2150	620
2200	650
2250	680
2300	710
2350	740
2400	770

Activity Stipends without Step/Experience Increments:	
Spelling B	175
Geography B	175
Prom	550
Music Box	550
Tech Club	550
Chess Club	550
Pep Club	450
Student Council	550

If one of the following programs becomes established it may then be added to the schedule above with step increments to be determined at the time of implementation.	
Speech	900

**Step 23 added in first year (2021-2022) and Step 24 added in second year (2022-2023) of agreement.

Head coaches will receive a stipend of \$125 per regional and/or state tournament. The specified assistant coaches for these same events will receive a \$106 stipend.

Amounts for Assistants will be rounded up to the nearest \$5 increment.

The Extra-Curricular schedule above allows for a base pay plus an annual increment for each year of experience as noted.

When determining placement on schedule, up to 10 years' experience will be granted for years of coaching/advising within or outside the system at the Jr. High, High School or College levels, within the sport assigned.

When accepting previous experience, 2 years as an assistant coach will count as 1 year of experience when moving to a head coaching position; 3 years' of Jr. High coaching will count as 1 year of experience when moving to head position.

Extra-Curricular activities not listed on this schedule which have student interest may be initiated by interested persons and receive a stipend upon School Board approval