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# TEACHER NEGOTIATED AGREEMENT

## **SCHOOL YEAR**

**2025 – 2026**

**&**

**2026 – 2027**

**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 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 6/17/2025  
DocuSigned by: 73EAA335B50400...  
**Its President Hereunto Duly Authorized**

### **BOARD OF EDUCATION OF BELCOURT SCHOOL DISTRICT NO. 7**

BY:  DATE 6/18/2025  
DocuSigned by: C726DF92DA04C2...  
**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 1<sup>st</sup>, 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. Notice

Whenever a vacancy arises the school board approved vacancy announcement will normally be posted on the BSD#7 website for ten working days.

## **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.

**Add \$2,000 to the base of the 2024-2025 Teacher Salary Schedule which results in a 2025-2026 base of \$57,000.**

**Add \$2,000 to the base of the 2025-2026 Teacher Salary Schedule which results in a 2024-25 base of \$59,000.**

### 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) experience increment added to each lane of the teacher salary schedule for the 2025-26 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.

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. Teacher Retirement Severance**

- a) Teachers of the school district with twenty or more years of service and who have met the eligibility requirements may apply for a retirement severance payment upon their retirement from the district. The decision to retire is entirely voluntary and at the discretion of the teacher.
- b) Teachers who have previously received a retirement severance payment will not be eligible for additional payments under this provision.
- c) Teachers must submit their retirement notice to the Superintendent no earlier than January 1st, and no later than May 1st of the current year.
- d) Teachers are responsible for understanding the impact of the teacher retirement severance payment on their benefits under the Teachers' Fund for Retirement and any other applicable retirement benefit programs.
- e) The school year is defined from July 1 to June 30. Full-time employment is defined as being under contract for at least 50% of the work year.
- f) Definition of Retirement: "Retirement" refers to the intent to discontinue active regular employment with the school district.
- g) Eligibility:
  - 1. Teacher retirement severance payments are available only to full-time teachers who have been employed by the district for at least 20 years. The severance payment will be calculated based on a maximum of 25 years of service. Teachers with more than 25 years of service are still eligible, but the payment will not exceed the amount for 25 years of service.
  - 2. Teachers who have left and later returned to employment with the District must have been employed and covered under this agreement for each year being counted toward severance eligibility. To qualify, they must have also completed at least 10 consecutive years of full-time certified teaching under this agreement leading to to retirement.
  - 3. Teachers who have been discharged, non-renewed for cause or resign in-lieu of discharge or non-renewal for cause will not be eligible for Teacher Retirement Severance.
  - 4. A letter of resignation, along with a request for retirement severance, must be submitted to Superintendent for final approval, which will be made after May 1<sup>st</sup> with payment calculation.
- h) Payment Calculation: The retirement severance payment will be determined by Business Office Personnel by multiplying \$800 for each year of eligible service, with a minimum of 20 years and a maximum of 25 years of service (e.g., 20 years = \$16,000; 25 years = \$20,000).
- i) The District will maintain a Teacher Retirement Severance Reserve within the general fund to cover future severance payments that exceed the annually budgeted amount of \$40,000. Any unused funds from the teacher retirement severance budget at the end of each fiscal year will

be transferred into this reserve. In years when severance costs exceed the annual budget, the shortfall will be covered using funds from the reserve. The reserve will be capped at \$200,000.

j) The severance payment will be issued in the final 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 **2025-2026 and 2026-2027** 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 **2025-2026 and 2026-2027**.

### **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.

Teacher may convert up to 48 Hours Sick Leave annually to 24 Hours Personal Leave

## 2. Unused Sick Leave

**Upon resignation or retirement, teachers with a minimum of 10 years of service, who have not previously received payment for unused sick leave, are eligible to request a one-time payment equivalent to two-tenths of their accrued sick leave at their current hourly rate. Additionally, upon separation from employment with Belcourt School District #7, teachers with at least 5 years of service may request payment for accumulated sick leave hours, up to a maximum of 320 hours, at a rate of \$25 per hour. Teachers with 10 or more years of service retain the discretion to select either payment option, provided this request is made only upon separation from the district.**

## 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 to the immediate supervisor and superintendent, use of available sick leave on a humanitarian basis. The superintendent will make the final determination.

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 earn **40** hours personal leave each school year; use of approved personal leave will be 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 **320** 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.**

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

**Teachers approved to receive donated sick leave will not be required to use their personal leave balance prior to accessing donated sick leave.**

#### 8. Community Service Leave –

**Allow up to 40 hours Community Service or Spiritual Activities: Teachers are permitted up to 40 hours of Community Service or Spiritual Activities Leave per contract year. This leave may also be applicable in bereavement situations. To request Community Service or Spiritual Activities Leave, documentation supporting the justification for the leave must be provided, and approval from the Superintendent is required. Please note that the final decision to approve or deny this leave rests with the Superintendent.**

## 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.

**Belcourt School District will provide paid parental leave of up to 80 hours to eligible teachers following the birth or adoption of his/her child requiring care, consistent with FMLA provisions and subject to written request to supervisor and superintendent for approval.**

- a. Eligibility – Staff must meet the one year (full employment term) eligibility requirement as of the last day worked before eligible for this benefit.

### 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 teacher 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 consistent to meet North Dakota required instructional hours as well as teacher contract days and hours per approved school calendar 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 scheduled 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 (i.e. 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.

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:

#### **Regular education classroom per class period:**

<b>Pre K-K</b>	<b>20</b>
<b>1-12</b>	<b>25</b>



- a. If it becomes necessary for a teacher(s) to take on an additional class section(s), compensation will be provided at an approved percentage of hourly rate (determined and agreed upon by teacher, supervisor/or principal and superintendent (or designate) based on percentage of work/responsibility for additional class section(s) assigned).

*Example: A teacher accepts responsibility as teacher of record as well as for preparation of lesson plans, assignments and grading for a class section while a substitute teacher teaches the class; approved percentage of hourly rate 75%).*

Preparation for assigned additional class sections that occurs after the normal workday will require pre-approval by supervisor or principal and paid at teacher's hourly rate.

- b) **The average daily caseload for Special Education teachers shall be monitored on a monthly basis in an effort to ensure caseload number do not exceed the following:**

- **Pre-K – Elementary: 27**
- **Middle School: 28**
- **High School: 29**

**The Superintendent shall ensure that school administrators are held responsible for the equitable distribution of workloads among Special Education staff.**

**Principals and supervisors are expected to make every effort to ensure that average daily caseloads for Special Education teachers do not exceed the maximum average daily caseload per teacher, as outlined above in the Special Education Average Daily Caseload standards. These standards are to be used to guide staffing decisions and ensure compliance with service and caseload expectations.**

**If it becomes necessary for a Special Education teacher to provide special education services beyond the standard maximum caseload, then additional compensation will be determined (for contract days above the maximum caseload) and agreed upon by the teacher, supervisor/or principal and superintendent (or designate).**

### Section 3. Length of Work Year

The **2025-2026 and 2026-2027** years for "non-high school" teachers covered by the salary set forth in Article VIII, Compensation, will be for no more than 185 contract days including 5 pre-determined professional development days. The **2025-2026 and 2026-2027** work year for "high school" teachers covered by the salary set forth in Article VIII, Compensation, will be for no more than 1,480 hours including at least 5 pre-determined professional development days (40 hours), 2 parent teacher conference days (16 hours) and **5 paid holidays (40 hours). Optional additional staff development days offered** beyond the 185 day or 1,480 hours at a rate of \$50.00 per hour; staff development will only be offered contingent upon available funding.

### 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 **30-minute** minimum duty free lunch period to be determined at each school, 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-teacher's 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

A 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 1<sup>st</sup> – May 31<sup>st</sup> \$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 School and Elementary School and Ojibwa Indian School (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 **five** 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 1<sup>st</sup> and no later than March 1<sup>st</sup>. Selected courses will be submitted to the Superintendent for review before May 15<sup>th</sup>. Individual teachers may apply every **third** 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 1<sup>st</sup> of the following year.
- b) The official transcript must be received by January 1<sup>st</sup> 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 at the end of each school year. (Article X Section 2)

### **ARTICLE XII. GRIEVANCE PROCEDURE**

#### **Section 1. Purpose and Objective**

**The purpose of this grievance procedure is to promote prompt and equitable resolution of disputes involving the interpretation, application, or alleged violation of specific provisions of this Negotiated Agreement. The objective is to maintain harmonious relationships between the Board and the Association and teachers through a fair, consistent, and orderly process that respects the rights and responsibilities of all parties. The process is intended to be conducted in a manner that respects the interests of all parties and promotes professionalism, while recognizing that the District is subject to applicable North Dakota open records and open meetings laws.**

#### **Section 2. Definition of "Grievance"**

**A "grievance" shall mean a written allegation by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of a specific provision of this Negotiated Agreement or the teacher's individual contract which is based on the Agreement. The grievance procedure shall not apply to any matter not specifically addressed in this Agreement.**

#### **Section 3. Time Limits**

**A grievance must be initiated within twenty (20) working days of the date the grievant knew or should have known of the alleged violation. Time limits may be extended by mutual written agreement of the parties.**

#### **Section 4. Procedure**

##### **A. Step 1: Informal Discussion**

**The teacher shall first discuss the alleged grievance with their immediate supervisor, with or without representation from the Association, in an attempt to resolve the matter informally.**

**B. Step 2: Formal Written Grievance to Building Administrator**

If the grievance is not resolved informally, the teacher or Association may submit a formal written grievance to the building administrator within ten (10) working days of the informal discussion. The grievance shall include a description of the facts, the specific provision(s) of the Agreement alleged to have been violated, and the remedy sought. The building administrator shall provide a written response within ten (10) working days of receiving the grievance.

**C. Step 3: Appeal to Superintendent**

If not resolved, the grievance may be submitted in writing to the Superintendent within ten (10) working days of receipt of the administrator's decision. The Superintendent shall respond in writing within ten (10) working days.

**D. Step 4: Optional Mediation**

If the grievance remains unresolved, the Association and the Board may mutually agree to submit the matter to mediation before proceeding to the School Board. The mediation shall be conducted by a mutually agreed-upon neutral third party. The mediation process shall occur within ten (10) working days of the agreement to mediate and shall not delay the timelines for appeal unless mutually agreed upon.

**E. Step 5: Appeal to School Board**

If the grievance is not resolved by the Superintendent's response, the Association may appeal in writing to the School Board within ten (10) working days after receiving the Superintendent's decision. The Board shall schedule a hearing within fifteen (15) working days of receipt of the appeal and shall respond in writing within ten (10) working days of the hearing.

**F. Step 6: Binding Arbitration**

If the grievance is not resolved at Step 3, the Association may submit the matter to arbitration by written notice to the Board within fifteen (15) working days of receipt of the Board's decision. The arbitrator shall be selected through mutual agreement or through the procedures of the American Arbitration Association. The arbitrator's decision shall be final and binding on both parties. Costs for the arbitrator shall be shared equally by the Board and the Association.

**Section 5. General Provisions**

- A. All grievance hearings shall be held at times mutually agreed upon.**
- B. A grievant may be represented at any step by a representative of the Association.**
- C. Failure by the grievant or Association to advance a grievance within the time limits shall be deemed a waiver of the grievance.**
- D. Failure by the administration to respond within the time limits shall entitle the grievant to proceed to the next step.**
- E. Each step of the grievance procedure must be completed before the grievance may advance to the next step, unless the parties mutually agree in writing to waive a step or extend timelines.**

**ARTICLE XIII. DURATION**

The provisions of this agreement will be effective as of **June 1, 2025**, and will continue and remain in full force and effect until **May 31, 2027**, 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 17th day of June 2025.

**ASSOCIATION REPRESENTATIVES:**


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**BOARD REPRESENTATIVES:**

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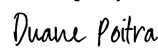
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# APPENDIX A (1)

## TEACHER SALARY SCHEDULE 2025-2026

Base: **\$57,000** (185 days)

### Exp Incr:

Stps 1-3 **\$1,200**

Stps 4-6 **\$1,300**

Stps 7-18 **\$1,500** Educ Incr: **\$1,600** **\$1,600** **\$1,100** **\$1,750** **\$1,750** **\$1,750**

Years Exp	Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30
0	1	57,000	58,600	60,200	61,300	63,050	64,800	66,550
1	2	58,200	59,800	61,400	62,500	64,250	66,000	67,750
2	3	59,400	61,000	62,600	63,700	65,450	67,200	68,950
3	4	60,700	62,300	63,900	65,000	66,750	68,500	70,250
4	5	62,000	63,600	65,200	66,300	68,050	69,800	71,550
5	6	63,300	64,900	66,500	67,600	69,350	71,100	72,850
6	7	64,800	66,400	68,000	69,100	70,850	72,600	74,350
7	8	66,300	67,900	69,500	70,600	72,350	74,100	75,850
8	9	67,800	69,400	71,000	72,100	73,850	75,600	77,350
9	10	69,300	70,900	72,500	73,600	75,350	77,100	78,850
10	11	70,800	72,400	74,000	75,100	76,850	78,600	80,350
11	12	72,300	73,900	75,500	76,600	78,350	80,100	81,850
12	13	73,800	75,400	77,000	78,100	79,850	81,600	83,350
13	14	75,300	76,900	78,500	79,600	81,350	83,100	84,850
14	15	76,800	78,400	80,000	81,100	82,850	84,600	86,350
15	16	78,300	79,900	81,500	82,600	84,350	86,100	87,850
16	17		81,400	83,000	84,100	85,850	87,600	89,350
17	18		82,900	84,500	85,600	87,350	89,100	90,850
18	19					88,850	90,600	92,350
19	20						92,100	93,850
20	21						93,600	95,350

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 2025-2026 school year and 11.75% for the 2026-2027 school 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 2023-2024 and 2024-2025 school years only).

DATE APPROVED: **06/04/2025**

# APPENDIX A (2)

## TEACHER SALARY SCHEDULE 2026-2027

Base: **\$59,000** (185 Days)

**Exp Incr:**

*Stps 1-3* **\$1,200**

*Stps 4-6* **\$1,300**

*Stps 7-18* **\$1,500**

*Educ Incr:* **\$1,600** **\$1,600** **\$1,100** **\$1,750** **\$1,750** **\$1,750**

Years Exp	Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30
0	<b>1</b>	59,000	60,600	62,200	63,300	65,050	66,800	68,550
1	<b>2</b>	60,200	61,800	63,400	64,500	66,250	68,000	69,750
2	<b>3</b>	61,400	63,000	64,600	65,700	67,450	69,200	70,950
3	<b>4</b>	62,700	64,300	65,900	67,000	68,750	70,500	72,250
4	<b>5</b>	64,000	65,600	67,200	68,300	70,050	71,800	73,550
5	<b>6</b>	65,300	66,900	68,500	69,600	71,350	73,100	74,850
6	<b>7</b>	66,800	68,400	70,000	71,100	72,850	74,600	76,350
7	<b>8</b>	68,300	69,900	71,500	72,600	74,350	76,100	77,850
8	<b>9</b>	69,800	71,400	73,000	74,100	75,850	77,600	79,350
9	<b>10</b>	71,300	72,900	74,500	75,600	77,350	79,100	80,850
10	<b>11</b>	72,800	74,400	76,000	77,100	78,850	80,600	82,350
11	<b>12</b>	74,300	75,900	77,500	78,600	80,350	82,100	83,850
12	<b>13</b>	75,800	77,400	79,000	80,100	81,850	83,600	85,350
13	<b>14</b>	77,300	78,900	80,500	81,600	83,350	85,100	86,850
14	<b>15</b>	78,800	80,400	82,000	83,100	84,850	86,600	88,350
15	<b>16</b>	80,300	81,900	83,500	84,600	86,350	88,100	89,850
16	<b>17</b>		83,400	85,000	86,100	87,850	89,600	91,350
17	<b>18</b>		84,900	86,500	87,600	89,350	91,100	92,850
18	<b>19</b>					90,850	92,600	94,350
19	<b>20</b>						94,100	95,850
20	<b>21</b>						95,600	97,350

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 2025-2026 school year and 11.75% for the 2026-2027 school 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 2025-2026 and 2026-2027 school years only).

**DATE APPROVED: 06/04/2025**

## **APPENDIX B.**

### **Section (1)**

#### **Special Education Teachers – Additional Compensation**

The School Board will, under this contract, pay an additional \$1,000.00 above the salary schedule to all licensed teachers who are employed in special education teaching positions which require a specific ND Special Education license, endorsement or credential.

## **APPENDIX C.**

The School Board will, under this contract, pay an additional \$800.00 above the salary schedule to the Day Treatment, the Alternative to Suspension, and the Restricted Classroom instructor(s). All instructors that receive the extra compensation must be certified teachers.

## **APPENDIX D.**

### **Binding Arbitration Panel Hearing (Meeting) Procedure**

#### **(Per BSD#7 Teacher Negotiated Agreement Article XII. Section 3.)**

##### **A. Call the meeting to order by Panel Chairperson (Arbitrator):**

1. The panel chairman records those in attendance.
2. Panel member will make introductions.
3. Panel members provided with current Teacher Negotiate Agreement.

##### **B. Examine Teacher Grievance (Complaint) and Subsequent Responses/Denials from District:**

1. Panel members review written grievance (complaint) with specific reference to applicable section(s) of Teacher Negotiate Agreement.
2. Panel members review grievance determination documentation by District.

##### **C. Teacher Statement, Additional Information and Statements from Representative/Witnesses**

1. Teacher given opportunity to provide verbal testimony/statement to support grievance and may present any supporting documentation.
2. Teacher may call upon representatives/witnesses to provide testimony to support grievance.

##### **D. School District Presentation Supporting Grievance Decision:**

1. School District Panel Member given opportunity to provide verbal testimony/statement to support decision on the teacher grievance and may present any supporting documentation.
2. School District Panel Member may call upon School District representatives/witnesses to provide testimony/statement to support School District decision on grievance.

##### **E. Teacher Closing Statement**

##### **F. School District Closing Statement**

##### **G. Panel Decision:** After examination of the grievance (complaint), consideration of the opinions of all parties concerned and interpretation of the contract section or school policy section in question:

1. **Teacher** –makes statement to: 1. Decide in favor of Teacher on grievance (complaint); OR 2.) Decide in favor of School District decision on grievance
2. **School District Panel Member** – makes statement to: 1. Decide in favor of Teacher on grievance (complaint); OR 2.) Decide in favor of School District decision on grievance
3. **Panel Chairperson** – makes statement to: 1. Decide in favor of Teacher on grievance (complaint); OR 2.) Decide in favor of School District decision on grievance

##### **H. Adjournment**

**Note** – Panel Chairperson (Arbitrator) will be responsible to submit final decision to the Superintendent and its Business Manager, the allegedly aggrieved or his/her agent or the Association's representative, and the elected officers of the Association for official confirmation. The Panel Chairperson's (arbitrator's) recommendations shall be considered binding on all parties concerned.