

DIVIDE COUNTY SCHOOL DISTRICT

TEACHER PROFESSIONAL NEGOTIATED AGREEMENT TWO-YEAR AGREEMENT FOR JULY 1, 2025 – JUNE 30, 2027

Having completed the 2025 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 DC 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 2025 negotiation sessions shall remain in force.

SAVINGS CLAUSE:

Should any section, clause, or appendix 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 violates a State or Federal law, or mandate. 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, 2025 and shall continue in force and effect until June 30, 2027.

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 \$600 for 2025-2027 and for all steps at the Master lanes are \$650 for 2025-2027. "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 with ten (10) or less players/participants will not have an assigned assistant coach.
6. Teacher Retirement Match: The District will pay 9.00% of the teachers' share of assessments to the North Dakota Teachers' Fund for Retirement (TFFR).
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. Retention Bonuses: Full-time certified staff will receive a bonus for every 5 years they stay in the district at increasing amounts, payable in a single lump sum payment at the established increments. At the start of their 6th year \$500, 11th year \$1,000, 16th year \$1,500, 21st year \$2,000, 26th year \$2,500, etc. Initial payments to be made in January of the 2025-2026 year based on the years in the district at the end of the 2024-2025 school year. Initial payments would be applied to all certified staff whose years fall within the established increments. After the initial adoption of the retention bonus, all certified staff would only receive the bonus when reaching an increment.
10. 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 (2025-24 and 2026-25), within their current lane of the salary schedule, if prior experience qualifies and if additional steps are available on the salary schedule.
11. 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 \$2,000 from the date of a signed contract until June 30; \$3,000 between July 1 and July 31; and \$4,000 after July 31. Board approval of a contract release is contingent upon the teacher agreeing that assessed damages will be deducted from any salary and/or benefit compensation due the teacher requesting a release, or the teacher has attached a certified check in the amount of applicable damages to the release

- request. Any amount of liquidated damages not recovered by the district will subject the teacher to a small claims court action and a report to the North Dakota Education Standards & Practices Board. In cases of unavoidable or extenuating circumstances, the Board may waive liquidated damages to the requesting teacher.
12. 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.
 13. 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.
 14. 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.)
 15. Health Insurance: The district offers to pay 100% of a single premium, approximately 56% of a single plus dependent premium, and approximately 38% of a family premium for each teacher participating in the district health insurance program. If less than full time employment, the health benefit is prorated according to the amount of time worked. Full-time teaching is considered to be eight hours per day, nine months per year. If an employee does not participate in the health plan, he/she is entitled to full family dental and/or vision coverage.
 16. 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.
 17. 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.
 18. Life Insurance: The district will pay for twenty thousand dollars (\$20,000) of Term Life Insurance per teacher.
 19. Long Term Disability Insurance: The district will pay the full cost of a Long Term Disability Insurance policy for each teacher.
 20. 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.
 21. Sick Leave Severance Pay: Each teacher leaving the district will be paid fifty dollars (\$50) 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.
 22. 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.

23. Personal Leave: Four (4) days personal leave may be granted each year with prior administrative approval, no less than three (3) work days prior to the absence. All requests are subject to availability of an acceptable substitute and with superintendent approval. 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-New Year break. 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. Exceptions to stipulations and restrictions of these leave provisions may receive consideration of the administration due to extenuating circumstances.
24. 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>).
25. 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, the affected individual may request up to 30 days from the bank rather than the limit of 12, with a written explanation 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.
26. 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

DIVIDE COUNTY EDUCATION ASSOCIATION

By _____
Chairman of School Board

By 
Teacher Co-Head Negotiator

By 
Board Head Negotiator

By 
Teacher Co-Head Negotiator

By 
Official Recorder of Negotiations

Dated this _____ day of _____, 2025
Crosby, North Dakota 58730

Appendix A

DIVIDE COUNTY SCHOOL DISTRICT SALARY SCHEDULE

2025-2026

Base Salary	53,400						
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	53,400	53,900	54,400	55,400	56,400	57,700	58,700
1	54,000	54,500	55,000	56,000	57,000	58,350	59,350
2	54,600	55,100	55,600	56,600	57,600	59,000	60,000
3	55,200	55,700	56,200	57,200	58,200	59,650	60,650
4	55,800	56,300	56,800	57,800	58,800	60,300	61,300
5	56,400	56,900	57,400	58,400	59,400	60,950	61,950
6	57,000	57,500	58,000	59,000	60,000	61,600	62,600
7	57,600	58,100	58,600	59,600	60,600	62,250	63,250
8	58,200	58,700	59,200	60,200	61,200	62,900	63,900
9	58,800	59,300	59,800	60,800	61,800	63,550	64,550
10	59,400	59,900	60,400	61,400	62,400	64,200	65,200
11		60,500	61,000	62,000	63,000	64,850	65,850
12		61,100	61,600	62,600	63,600	65,500	66,500
13		61,700	62,200	63,200	64,200	66,150	67,150
14		62,300	62,800	63,800	64,800	66,800	67,800
15		62,900	63,400	64,400	65,400	67,450	68,450
16		63,500	64,000	65,000	66,000	68,100	69,100
17		64,100	64,600	65,600	66,600	68,750	69,750
18			65,200	66,200	67,200	69,400	70,400
19			65,800	66,800	67,800	70,050	71,050
20			66,400	67,400	68,400	70,700	71,700
21			67,000	68,000	69,000	71,350	72,350
22			67,600	68,600	69,600	72,000	73,000
23			68,200	69,200	70,200	72,650	73,650
24				69,800	70,800	73,300	74,300
25				70,400	71,400	73,950	74,950
26				71,000	72,000	74,600	75,600
27					72,600		76,250
28					73,200		76,900

Appendix A

DIVIDE COUNTY SCHOOL DISTRICT SALARY SCHEDULE

2026-2027

Base Salary	54,800						
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	54,800	55,300	55,800	56,800	57,800	59,100	60,100
1	55,400	55,900	56,400	57,400	58,400	59,750	60,750
2	56,000	56,500	57,000	58,000	59,000	60,400	61,400
3	56,600	57,100	57,600	58,600	59,600	61,050	62,050
4	57,200	57,700	58,200	59,200	60,200	61,700	62,700
5	57,800	58,300	58,800	59,800	60,800	62,350	63,350
6	58,400	58,900	59,400	60,400	61,400	63,000	64,000
7	59,000	59,500	60,000	61,000	62,000	63,650	64,650
8	59,600	60,100	60,600	61,600	62,600	64,300	65,300
9	60,200	60,700	61,200	62,200	63,200	64,950	65,950
10	60,800	61,300	61,800	62,800	63,800	65,600	66,600
11		61,900	62,400	63,400	64,400	66,250	67,250
12		62,500	63,000	64,000	65,000	66,900	67,900
13		63,100	63,600	64,600	65,600	67,550	68,550
14		63,700	64,200	65,200	66,200	68,200	69,200
15		64,300	64,800	65,800	66,800	68,850	69,850
16		64,900	65,400	66,400	67,400	69,500	70,500
17		65,500	66,000	67,000	68,000	70,150	71,150
18			66,600	67,600	68,600	70,800	71,800
19			67,200	68,200	69,200	71,450	72,450
20			67,800	68,800	69,800	72,100	73,100
21			68,400	69,400	70,400	72,750	73,750
22			69,000	70,000	71,000	73,400	74,400
23			69,600	70,600	71,600	74,050	75,050
24				71,200	72,200	74,700	75,700
25				71,800	72,800	75,350	76,350
26				72,400	73,400	76,000	77,000
27					74,000		77,650
28					74,600		78,300

2025-2027 EXTRA-CURRICULAR SCHEDULE

Years' Experience	High School						Junior High		Elementary
	BB,FB,VB	Track,Softball Baseball	Golf			FBLA	BB,FB,VB	Track,Softball Baseball	BB,VB
	Head-100% Ass't-80%	Head-100% Ass't-80%	Head-100% Ass't-80%	FFA	FCCLA	Head-100% Ass't-80%	Head-100% Ass't-80%	Head-100% Ass't-80%	Head-100% Ass't-80%
	225	225	225	225	225	225	200	200	100
Base	2800	2500	2100	1650	1650	1650	1800	1800	1300
1	3025	2725	2325	1875	1875	1875	2000	2000	1400
2	3250	2950	2550	2100	2100	2100	2200	2200	1500
3	3475	3175	2775	2325	2325	2325	2400	2400	1600
4	3700	3400	3000	2550	2550	2550	2600	2600	1700
5	3925	3625	3225	2775	2775	2775	2800	2800	1800
6	4150	3850	3450	3000	3000	3000	3000	3000	1900
7	4375	4075	3675	3225	3225	3225	3200	3200	2000
8	4600	4300	3900	3450	3450	3450	3400	3400	2100
9	4825	4525	4125	3675	3675	3675	3600	3600	2200
10	5050	4750	4350	3900	3900	3900	3800	3800	2300
11	5275	4975	4575	4125	4125	4125	4000	4000	2400
12	5500	5200	4800	4350	4350	4350	4200	4200	2500
13	5725	5425	5025	4575	4575	4575	4400	4400	2600
14	5950	5650	5250	4800	4800	4800	4600	4600	2700
15	6175	5875	5475	5025	5025	5025	4800	4800	2800
16	6400	6100	5700	5250	5250	5250	5000	5000	2900
17	6625	6325	5925	5475	5475	5475	5200	5200	3000
18	6850	6550	6150	5700	5700	5700	5400	5400	3100
19	7075	6775	6375	5925	5925	5925	5600	5600	3200
20	7300	7000	6600	6150	6150	6150	5800	5800	3300
21	7525	7225	6825	6375	6375	6375	6000	6000	3400
22	7750	7450	7050	6600	6600	6600	6200	6200	3500
23	7975	7675	7275	6825	6825	6825	6400	6400	3600
24	8200	7900	7500	7050	7050	7050	6600	6600	3700

Activity Stipends without Step/Experience Increments:	
Spelling B	275
Geography B	275
Student Council	650
Prom	650
Music Box	650
Tech Club	650
Chess Club	650
Pep Club	550
Art Club	650

Activity Description	Base
Drama/Play	650
School Paper	800
Junior Class Concessions	1,300

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 \$100 stipend.

Amounts for Assistants will be rounded up to the nearest \$5 increment. Teams/clubs with 10 or less players/participants will not have an assigned assistant coach.

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

If an additional program becomes established it may then be added to the schedule with a stipend to be determined at the time of implementation.

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.