

or disapprove the application. If any administrator disagrees, he/she may refer the decision to the superintendent.

3. The teacher will be notified of the action taken. If denied, the teacher may request a conference with the superintendent. The final determination in all transfers will be at the discretion of the superintendent.

## **X. REDUCTION IN FORCE**

### Reduction in Force

See board policy DKA Reduction in Staff.

## **XI. GRIEVANCE PROCEDURE**

The purpose of this procedure is to secure an equitable and fair solution to a claim based upon an event or condition that affects the conditions or circumstances under which a teacher works.

Teachers should feel free to use these procedures. No employee or administrator shall discriminate against, coerce, or interfere with any employee, administrator, witness, or representative for their involvement in the presentation or adjudication of any grievance. The teacher may be represented and accompanied by a representative of his/her choosing at any step in this process. The teacher filing the grievance must be present at each step in the procedure.

### **Definitions**

- *Day* as used herein shall be considered a calendar day, excluding legal school holidays as defined by North Dakota Century Code 15.1-06-02 (b-i), and the time limits set shall be considered a maximum.
- *Administrator or supervisor* named in this policy (e.g., Superintendent) assumes that his/her designate or deputy may serve in his/her place.

### **Time Limit**

A grievance must be initiated within 60 days after the teacher knew or should have known the term or condition giving rise to the grievance existed. Failure to timely present the grievance in writing shall be deemed a waiver of the grievance.

### **Conditions**

Failure of the teacher to meet any of the deadlines contained in this procedure shall terminate the grievance. Failure of a school supervisor/administrator to respond to the grievance within specified deadlines shall be deemed a denial of the grievance and shall allow the teacher to advance the grievance to the next step.

### **Procedure**

Meetings held under this procedure shall generally be conducted on non-school time at a place that will afford a fair and reasonable opportunity for all persons proper to be present.

Each step in this procedure is intended to give bona fide consideration to the grievance and is to be a separate review of the facts. Each official to whom the grievance is presented shall issue a decision.

### Grievance Steps

1. A grievance shall be first discussed with the building principal or immediate supervisor with the intent of resolving the matter informally. If the grievance is not resolved informally, the teacher should prepare and submit a written grievance request to the building principal within 14 days. The principal will render a written response within 14 days of receipt of the written grievance.
2. If no agreement is reached in step one or the time limit elapses without an answer, the teacher may present the written grievance to the superintendent within 14 days. The superintendent or designee shall schedule a conference relative to such grievance and communicate in writing a decision to the grievant within a total of 20 days after receipt of the grievance.
3. If no agreement is reached in step two, the superintendent or the teacher may present the written grievance to the board within 14 days of the written decision of the superintendent. The grievance will be placed on the agenda for the next board meeting. The board will communicate in writing a decision to the grievant within 14 days after the meeting at which the

board renders its decision.

4. If no agreement is reached in step three, binding arbitration by outside parties may be instituted by mutual consent of the board and the DEA. Binding arbitration must be requested, in writing, within 14 days of the decision rendered in step 3 of this process. A mutually acceptable neutral third party will be appointed. Within 14 days after appointment, the arbitrator will submit a written recommendation that will be considered to be binding on all parties concerned. Cost of arbitration will be borne equally by both parties.

Timelines may be extended by mutual agreement of both parties.

## **XII. NATIONAL BOARD CERTIFICATION**

DPS will add an annual one thousand dollar (\$1,000) payment, to the teacher's contracted salary, for teachers who are National Board Certified for each year they remain employed as a teacher with DPS. Teachers who receive notification of certification must submit written verification to the central office administration by the last Friday in August to be considered for payment for the upcoming contract.

Note: This one thousand dollar (\$1,000) payment is a one time payment which reoccurs annually. It does not increase by one thousand dollars (\$1,000) each year.