

**DICKINSON PUBLIC SCHOOL DISTRICT #1**

**DICKINSON EDUCATION ASSOCIATION**

**PROFESSIONAL NEGOTIATED AGREEMENT**

**2017-2019**

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**THE DICKINSON PUBLIC SCHOOLS  
PROFESSIONAL NEGOTIATED AGREEMENT**

2017-2019

SAVINGS CLAUSE


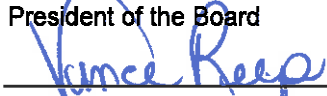

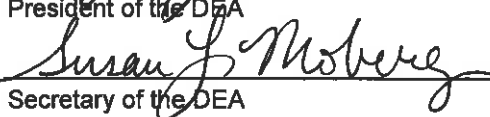
- A. Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section or clause shall be automatically deleted from this agreement to the extent that it violates the law, but remaining articles, sections, and clauses shall remain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

DURATION OF NEGOTIATED AGREEMENT

- B. This Agreement will be in effect from July 1, 2017 until June 30, 2019, at which time this Agreement shall be automatically renewed unless either party gives notice to the other party not less than sixty (60) days prior to the anniversary date of its desire to reopen negotiations as to certain provisions of the Agreement or additions to this Agreement.
- C. Any school board policy and/or administrative regulation referenced in this agreement would include subsequent amendments to said policy or regulation.

TITLE, NAMES AND ACRONYMOUS ITEMS

- A. Dickinson Public Schools or Dickinson Public School District #1 – referenced as the DPS
- B. Dickinson Education Association – referenced as the DEA
- C. Central Administration Office – referenced as the CAO
- D. Superintendent of Schools – referenced as the superintendent
- E. Board of Education or School Board – referenced as the board
- F. Teachers, as defined by the North Dakota Century Code 15.1-16-01(5) – referenced as teachers

Signed		Date	<u>5/25/17</u>
	President of the Board		
Signed		Date	<u>5/25/17</u>
	Business Manager		
Signed		Date	<u>5/25/2017</u>
	President of the DEA		
Signed		Date	<u>5/25/2017</u>
	Secretary of the DEA		

**2017-2018 SCHEDULE**

PLATE	500											
BASE	36,650											
Years	BS	BS+08	BS+16	BS+24	BS+32	MS+0	MS+8	MS+ 16				
0	1,220	1,250	1,280	1,320	1,360	1,400	1,440	1,480				
	45,213	46,313	47,412	48,878	50,344	51,810	53,276	54,742				
1	1,245	1,280	1,310	1,355	1,395	1,435	1,475	1,515				
	46,129	47,412	48,512	50,161	51,627	53,093	54,559	56,025				
2	1,270	1,310	1,340	1,390	1,430	1,470	1,510	1,550				
	47,046	48,512	49,611	51,444	52,910	54,376	55,842	57,308				
3	1,295	1,340	1,370	1,425	1,465	1,505	1,545	1,585				
	47,962	49,611	50,711	52,726	54,192	55,658	57,124	58,590				
4	1,320	1,370	1,400	1,460	1,500	1,540	1,580	1,620				
	48,878	50,711	51,810	54,009	55,475	56,941	58,407	59,873				
5	1,345	1,400	1,430	1,495	1,535	1,575	1,615	1,655				
	49,794	51,810	52,910	55,292	56,758	58,224	59,690	61,156				
6	1,370	1,430	1,460	1,530	1,570	1,610	1,650	1,690				
	50,711	52,910	54,009	56,575	58,041	59,507	60,973	62,439				
7	1,385	1,450	1,480	1,555	1,595	1,635	1,675	1,715				
	51,260	53,643	54,742	57,491	58,957	60,423	61,889	63,355				
8	1,410	1,480	1,510	1,590	1,630	1,670	1,710	1,750				
	52,177	54,742	55,842	58,774	60,240	61,706	63,172	64,638				
9		1,510	1,540	1,625	1,665	1,705	1,745	1,785				
		55,842	56,941	60,056	61,522	62,988	64,454	65,920				
10			1,570	1,660	1,700	1,740	1,780	1,820				
			58,041	61,339	62,805	64,271	65,737	67,203				
11			1,600	1,695	1,735	1,775	1,815	1,855				
			59,140	62,622	64,088	65,554	67,020	68,486				
12			1,630	1,730	1,770	1,810	1,850	1,890				
			60,240	63,905	65,371	66,837	68,303	69,769				
13					1,805	1,845	1,885	1,925				
					66,653	68,119	69,585	71,051				
14					1,840	1,880	1,920	1,960				
					67,936	69,402	70,868	72,334				
15					1,875	1,915	1,955	1,995				
					69,219	70,685	72,151	73,617				

\$83,286

\$85,118

**Career Increment 2017-2018 = \$2,261**

Career Increments: In addition to the maximums in each lane above, the highest amounts of career increments earned by individuals are listed as actual additional salaries. Career increments are paid on a prorated scale based on FTE percentage.

## 2018-2019 SCHEDULE

FLATS	590											
BASE	36,925											
Years	BS	BS+08	BS+16	BS+24	BS+32	MS+0	MS+8	MS+ 16				
0	1,220	1,250	1,280	1,320	1,360	1,400	1,440	1,480				
	45,549	46,656	47,764	49,241	50,718	52,195	53,672	55,149				
1	1,245	1,280	1,310	1,355	1,395	1,435	1,475	1,515				
	46,472	47,764	48,872	50,533	52,010	53,487	54,964	56,441				
2	1,270	1,310	1,340	1,390	1,430	1,470	1,510	1,550				
	47,395	48,872	49,980	51,826	53,303	54,780	56,257	57,734				
3	1,295	1,340	1,370	1,425	1,465	1,505	1,545	1,585				
	48,318	49,980	51,087	53,118	54,595	56,072	57,549	59,026				
4	1,320	1,370	1,400	1,460	1,500	1,540	1,580	1,620				
	49,241	51,087	52,195	54,411	55,888	57,365	58,842	60,319				
5	1,345	1,400	1,430	1,495	1,535	1,575	1,615	1,655				
	50,164	52,195	53,303	55,703	57,180	58,657	60,134	61,611				
6	1,370	1,430	1,460	1,530	1,570	1,610	1,650	1,690				
	51,087	53,303	54,411	56,995	58,472	59,949	61,426	62,903				
7	1,395	1,460	1,490	1,565	1,605	1,645	1,685	1,725				
	52,010	54,411	55,518	58,288	59,765	61,242	62,719	64,196				
8	1,420	1,490	1,520	1,600	1,640	1,680	1,720	1,760				
	52,934	55,518	56,626	59,580	61,057	62,534	64,011	65,488				
9		1,520	1,550	1,635	1,675	1,715	1,755	1,795				
		56,626	57,734	60,872	62,349	63,826	65,303	66,780				
10			1,580	1,670	1,710	1,750	1,790	1,830				
			58,842	62,165	63,642	65,119	66,596	68,073				
11			1,610	1,705	1,745	1,785	1,825	1,865				
			59,949	63,457	64,934	66,411	67,888	69,365				
12			1,640	1,740	1,780	1,820	1,860	1,900				
			61,057	64,750	66,227	67,704	69,181	70,658				
13					1,815	1,855	1,895	1,935				
					67,519	68,996	70,473	71,950				
14					1,850	1,890	1,930	1,970				
					68,811	70,288	71,765	73,242				
15					1,885	1,925	1,965	2,005				
					70,104	71,581	73,058	74,535				

\$84,711

\$87,608

**Career Increment 2017-2018 = \$2,277**

Career Increments: In addition to the maximums in each lane above, the highest amounts of career increments earned by individuals are listed as actual additional salaries. Career increments are paid on a prorated scale based on FTE percentage.

## II. SALARY

### A. Placement on Salary Schedule

1. Teachers new to DPS may be given credit on the salary schedule for years of teaching experience following receipt of a college baccalaureate degree up to and including fifteen years. Vocationally certified teachers will be given up to four years of experience on the salary schedule (8,000 hours) for the appropriate CTE endorsement as issued by the North Dakota Education Standards and Practices Board.
2. Placement on the salary schedule beyond the bachelor/masters degree level requires that all graduate credits be earned after the granting of the degree. For vocational teachers, only those credits earned after being fully certified for vocational instruction will be counted.

### B. Graduate Hours

1. Full credit for graduate/undergraduate hours earned for initial placement and/or advancement on the salary schedule must be in:
  - a. An accredited graduate program in which the major and/or minor (supporting area) is in the teacher's current teaching assignment.
  - b. Additional graduate hours earned in the major and/or minor (support area) field in the teacher's current assignment.
  - c. Additional graduate hours earned in educational areas related to the teacher's current teaching assignment.
2. Application for Additional Credit-Application must be made to obtain approval for credit. The following procedure shall be followed to gain approval:
  - a. Make application to the building principal.
  - b. The principal submits application to the superintendent or designee for approval or disapproval.
  - c. The teacher will be notified of the action taken. The teacher may request a review of the decision with the superintendent.
3. Teachers will receive fifty percent (50%) credit for graduate hours earned in educational areas unrelated to the teacher's present or prior work assignment.
4. When full credit is not granted, the administration will substantiate the decision in writing to the teacher involved.

### C. Horizontal Movement

1. The Application for Additional Credit must be completed to receive credit for graduate course work which will be used for horizontal movement. A teacher may move horizontally as many lanes as credits dictate. All credits should be approved prior to enrollment in the course. Failure to do so may result in the course not receiving full credit.
2. All transcripts or verification of successful course work completion must be submitted to the CAO by the last Friday in August if they are to be used for any salary schedule movement. Transcripts received after this date, or courses which have not received approval for credit by application, will be credited to the following contract year subject to approval and verification.

### D. Vertical Movement

Maximum vertical movement on the salary schedule is one step per year. There was no vertical movement for the 2009-2010 contract year.

### E. Career Increments

Career increments of five percent (5%) of the BS+0 salary cell will be awarded every two years after reaching the top lanes BS+32 through MS+16. Example: A teacher who is at BS+32 and 14 years in 2012-2013 moves to BS+32 and 15 years for the 2013-2014 contract. That teacher will receive his/her first career increment with the 2015-2016 contract.

### F. Payment Procedures

1. A teacher will be paid on a ten or twelve payment schedule. Payments will be made on the 20<sup>th</sup> of each month or the last working day prior to the 20<sup>th</sup>. Final payment for all monies due will be made by June 30.
2. No teacher will be paid until the teacher has submitted a copy of appropriate credentials to the superintendent's office.

G. Tax-Sheltered Annuities

DPS will cooperate with teachers choosing to participate in tax-sheltered annuity plans provided three or more teachers participate with the same vendor. All vendors choosing to do business with DPS must have signed an Information Sharing Agreement and the Plan Service Provider Agreement.

III. **EXTRA-CURRICULAR ACTIVITIES**

A. Assignments

1. The board and the administration will determine the number of people to be employed on the extracurricular pay schedule and will assign these responsibilities when it is believed that the position described is necessary to the development of a complete school program. When feasible, these responsibilities will be assigned with the consent of the teacher.
  - a. Any individual requesting to be placed on the extracurricular pay schedule in a new position should contact the respective principal, who will present the position to the board for its consideration.
  - b. The extracurricular program and pay schedule will be evaluated each year by a committee made up of the people representing the following positions:

Central Office Administration  
High School Principal  
Junior High Principal  
Elementary School Principal  
3 DEA representatives – 1 high school; 1 junior high; 1 elementary  
2 DEA representatives elected at large  
Athletic/Activities Director

B. Placement on Pay Schedule – Using Indexed Salary

<b>Extracurricular Experience</b>	<b>Step to Calculate</b>	<b>Extracurricular Experience</b>	<b>Step to Calculate</b>
0 YEARS	BS-0	6 YEARS	BS-3
1 YEAR	BS-1	7 YEARS	BS-4
2 YEARS	BS-1	8 YEARS	BS-4
3 YEARS	BS-2	9 YEARS	BS-5
4 YEARS	BS-2	10 YEARS	BS-5
5 YEARS	BS-3		

1. A maximum of two (2) years of previous experience will be accepted for any extracurricular position.
2. The experience may be either in-district or out-of-district but must be in the same activity. For example: football coaching experience is not acceptable for a basketball coaching position but assistant junior high track coaching experience is acceptable for the head varsity track coaching position.

C. Compensation Rates for 2017-2019

	<b>Position</b>	<b>% of Base</b>	<b>Position</b>	<b>% of Base</b>
<b>Baseball</b>	Head Baseball - DHS	15.7%	Assistant Baseball - DHS	10.5%
<b>Basketball</b>	Boys Head Basketball - DHS	17.10%	Head Basketball - DMS 8 <sup>th</sup>	7.10%
	Boys Asst Basketball - DHS	12.80%	Asst. Basketball - DMS 8 <sup>th</sup>	6.20%
	Boys 9 <sup>th</sup> Basketball - DHS	9.00%	Head Basketball - DMS 7 <sup>th</sup>	7.10%
	Girls Head Basketball - DHS	17.10%	Asst. Basketball - DMS 7 <sup>th</sup>	6.20%
	Girls Asst Basketball - DHS	12.80%	Head Basketball - DMS 6 <sup>th</sup>	6.20%
	Girls 9 <sup>th</sup> Basketball - DHS	9.00%	Asst. Basketball - DMS 6 <sup>th</sup>	5.00%
	Boys Basketball Coord Elem	6.20%	Girls Basketball Coord Elem	6.20%
<b>Cross Country</b>	Head Cross Country - DHS	15.70%	Head Cross Country - DMS	10.1%
	Asst Cross Country - DHS	10.5%		
<b>Fastpitch Softball</b>	Head Fastpitch - DHS	15.7%	Asst Fastpitch Softball	10.5%
<b>Football</b>	Head Football - DHS	17.10%	Head Football - DMS 8 <sup>th</sup>	8.60%
	Asst Football - DHS	12.80%	Head Football - DMS 7 <sup>th</sup>	8.60%
	9 <sup>th</sup> Football - DHS	9.00%	Asst Football - DMS	6.20%
<b>Golf</b>	Boys Head Golf - DHS	8.60%	Boys Head Golf - DMS	7.10%
	Girls Head Golf - DHS	8.60%	Girls Head Golf - DMS	7.10%
	Asst Boys or Girls Golf - DHS	7.10%		
<b>Gymnastics</b>	Head Gymnastics - DHS	15.70%	Spring Gymnastics	4.80%
	Asst Gymnastics - DHS	10.50%		
<b>Tennis</b>	Boys Head Tennis - DHS	8.60%	Boys Head Tennis - DMS	7.10%
	Boys Asst Tennis - DHS	8.10%	Boys Asst Tennis - DMS	6.20%
	Girls Head Tennis - DHS	8.60%	Girls Head Tennis - DMS	7.10%
	Girls Asst Tennis - DHS	8.10%	Girls Asst Tennis - DMS	6.20%
<b>Track</b>	Boys Head Track - DHS	17.10%	Boys Head Track - DMS	10.1%
	Boys Asst Track - DHS	12.80%	Boys Asst Track - DMS	6.20%
	Girls Head Track - DHS	17.10%	Girls Head Track - DMS	10.1%
	Girls Asst Track - DHS	12.80%	Girls Asst Track - DMS	6.20%
<b>Volleyball</b>	Head Volleyball - DHS	17.10%	Head Volleyball - DMS 7-8	7.10%
	Asst Volleyball - DHS	12.80%	Asst Volleyball - DMS 7-8	6.20%
	9 <sup>th</sup> Volleyball - DHS	9.00%	Head Volleyball - DMS 6 <sup>th</sup>	6.20%
			Asst. Volleyball - DMS 6 <sup>th</sup>	5.00%
<b>Wrestling</b>	Head Wrestling - DHS	17.10%	Head Wrestling - DMS	10.1%
	Asst Wrestling - DHS	12.80%	Asst Wrestling - DMS	6.20%
<b>Swimming</b>	Boys Head Swimming - DHS	13.0%	Boys Asst Swimming - DHS	7.1%
	Girls Head Swimming - DHS	13.0%	Girls Asst Swimming - DHS	7.1%



<b>Other Activities</b>			
Acalympics	3.80%	National Honor Society	1.90%
Cheerleading - Head and Pep	5.70%	Photography - DMS	5.10%
Cheerleading - 9 <sup>th</sup> and B	2.90%	Prairie Winds	5.10%
Dance Team	7.10%	Prom - Junior/Senior Banquet (2)	4.00%
Chronicle	7.60%	Science Club - DHS	7.60%
CTE Summer Spv.(per day)	0.60%	Science Club - DMS	7.60%
Dept Chair - DHS	1.40%	Science Fair - DMS	2.90%
Dic Dak (as a class)	3.80%	Senior Class Advisor	1.90%
Dic Dak (not as a class)	11.40%	Skills USA - Auto Technology	3.80%
Drama (Head) - DHS	13.80%	Skills USA - Construction Tech	3.80%
Drama - DMS	4.30%	Skills USA - Drafting	3.80%
FBLA/Midget Market	10.00%	Skills USA - Ford AAA	3.80%
FFA	10.30%	Skills USA - Rec Engines	3.80%
Highlights – DMS	4.80%	Skills USA - Welding	3.80%
Language Club	3.80%	Speech (Head) - DHS	9.50%
Math Club - DHS	3.80%	Speech (Asst) - DHS	6.70%
Math Club - DMS	2.50%	Student Congress	2.90%
Music - Instrumental - DHS	11.40%	Student Council - DMS	10.40%
Music - Instrumental - DMS	5.70%	Technology Student Assoc	7.60%
Music - Vocal - DHS	10.00%		
Music - Vocal - DMS	5.70%		

#### **IV. BENEFITS**

##### **A. Health Insurance**

Employer payment of the medical premium for the group plan approved by the board and the DEA will be 80 percent (80%). A committee composed of two board members, the superintendent, central office administration, two DEA members, and two classified employees will meet as needed to evaluate the self-funded health insurance program. This committee shall make recommendations to the board on medical premium rates and other plans which will enable effective use of health insurance by all employees. Thirty-five (35%) percent of oil royalty revenues received by DPS during each fiscal year shall be placed into the self-funded health insurance liability account. Monthly reports on the status of the health insurance liability fund will be produced by the central office administration, and made available to all employees.

##### **B. Work Force Safety Insurance**

DPS will coordinate the benefits of workers compensation and earned sick leave based upon the choice of the teacher and state regulations.

##### **C. Term Life Insurance**

DPS shall provide a \$50,000 term life insurance policy to all eligible teachers. Teachers may choose additional life insurance as allowed by IRS regulation. The additional insurance will be available in \$10,000 increments, at the teacher's expense within the guidelines of the policy.

##### **D. Disability Insurance**

DPS will provide long term disability insurance for all teachers.

##### **E. Retirement Benefits**

Teachers Fund For Retirement (TFFR). The rate of assessment to be deducted from teachers pay for TFFR reportable earnings will be in accordance with the teacher's share rate as set by North Dakota Century Code.

## V. WORKING CONDITIONS

### A. School Calendar

The school calendar will consist of 185 days for the 2017-2019 contract years, to be developed by the school administrators with the advice of the DEA and will be finally reviewed and determined by the board. A minimum of one day will be designated for teacher preparation.

### B. School Day

1. The school day for teachers in the DPS will normally be from 8:00 a.m. to 3:45 p.m.; however, variations to this time schedule will be made by the building principal to meet all necessary contingencies. Also, it is understood that all teachers will attend staff meetings in their building when called.
2. During contracted time, teachers will be required to have 5 ½ hours of assigned duty and 2 ¼ hours of unassigned responsibility.
3. During the 2 ¼ hours of unassigned responsibility, teachers will take time out for their noon lunch. In the average day, this will allow each teacher a minimum of forty-five (45) minutes for lunch and 1 ½ hours for preparation.
4. **Duty Free Lunch Period**  
One teacher will be required to be present and available for emergencies during the lunch hour in each building but will not actually be involved in a supervisory capacity.

### C. School Site Committee

Each school in the DPS may establish a school site committee to study issues of concern or possible changes to the operation of the school.

### D. Regulated Class Size

See board policy DJF for paraprofessional assignments

## VI. LEAVES

### A. Sick Leave

1. Teachers of the DPS will receive a total of 15 days sick leave per year, accumulative to 120 days.

**EXCEPTION:** Unused personal leave may be transferred and added to the annual total allocation of 15 days and, therefore, could exceed the 120 day total accumulation.

- a. A maximum of two days sick leave from the total annual allowance may be used for doctor and dental appointments that are for treatment or diagnosis of the teacher.
- b. Illness or disability resulting from pregnancy and a leave of absence for child rearing purposes is addressed by board policy DDAA Family and Medical Leave Act.
- c. When use of sick leave becomes necessary, it will be reported to and approved by the building principal.

### B. Emergency Leave

1. A maximum of five days sick leave from the total fifteen (15) day annual allowance may be used for accidents, illness, or death involving the teachers or spouse's immediate family. Immediate family is defined as spouse, children, mother, father, brother, sister, grandparents, grandchildren and the spouses of brothers, sisters, and children. Of these five allowable days, one may be used for a person outside of the definition of immediate family.
2. After a teacher has used his/her personal leave earned for the current contract year, additional emergency leave may be granted. Personal leave accumulated in previous contract years will not have to be used prior to requesting additional emergency leave. The building administrator should forward a written request on behalf of the teacher to the superintendent for consideration.

3. When all sick and personal leave, earned and banked, has been exhausted a teacher may apply for leave through the Personal Leave Bank for an accident, illness or death involving the teacher or spouse's immediate family as defined in VI B (1).

#### Personal Leave Bank Language

The DPS will maintain a Personal Leave Bank. The purpose of the Personal Leave Bank is to help teachers alleviate pay deducts for hardships due to accident, illness or death after all sick and personal leave, earned and banked, has been exhausted.

1. Participation  
The offer to contribute to the Personal Leave Bank will be available at the end of the school/contract year. Teachers can stipulate the hours they wish to contribute on the end of the year personal leave form. Contributions will be made in one-hour increments.
2. Additional Contributions  
Should the balance of the Personal Leave Bank drop below the valid requests, the DEA will issue a district wide appeal for additional contributions to be made. Teachers may contribute additional hours at the time of the appeal by filling out an additional personal leave form and returning it within ten school days.
3. Application  
Any teacher may apply for the Personal Leave Bank days after having used all of their accumulated sick, emergency and personal leave days.  
A HIPAA (Health Insurance Portability and Accountability Act) compliant release of information form must be completed prior to the application. The application must be in writing and accompanied by a medical doctor's certificate verifying the severity, nature, and projected duration of the illness or injury. The written application should include relationship of the applicant to the individual who is ill or injured. If the illness or injury qualifies for disability coverage, the individual must apply for disability coverage. The central office administration shall verify that an application for disability has been filed.
4. Application Processing  
The central administration office will review applications, give written notice to the teachers of acceptance or rejection, determine the number of hours granted to the teacher, provide reasonable assurance the bank is not abused, and prepare biannual reports for the superintendent and DEA president. The central office administration will maintain and account for the Personal Leave Bank records. In the event a teacher is denied use of the Personal Leave Bank, he/she may appeal the denial to the superintendent whose decision will be final.
5. Limitations  
Teachers using the Personal Leave Bank, upon written approval from central office administration, may be granted a maximum of 48 hours of personal leave per school year. A teacher may apply as many times as necessary until the 48 hours has been exhausted. Teachers may not draw personal leave days from the bank once they receive employer-related disability benefits.

#### C. Professional Leave

1. Teachers of the DPS may take a leave from regular teaching responsibilities for the purpose of participating in a professional activity.
  - a. The following procedure will be followed by a teacher to gain approval:
    - Make application to the building principal.
    - The building principal must approve the application which is then submitted to the CAO for approval or disapproval. The leave must be for professional activities for the purpose of improving instruction related to the teacher's work assignment. The teacher will be notified of action taken. If denied, the teacher may request a review of the decision with the superintendent.
  - b. If a professional activity is approved, there will be no loss of salary and the cost of a substitute will be assumed by the DPS. Additional expenses may be assumed by the teacher.
  - c. When a professional activity is assigned, the normal DPS reimbursement for expenses will be made to the teacher.

D. Personal Leave

1. Teachers will earn up to two days personal leave per year, for the first ten years of employment, accumulative to eight days. Starting with year eleven of employment teachers will earn up to three days of personal leave per year. Use of personal leave shall be limited to six consecutive contract days in any one school year. Written application for personal leave should be submitted to the respective building principal at least five days prior to the anticipated absence.
  - a. Personal leave may be taken in minimum amounts of one-fourth (1/4) day at a time. Unless waived by the superintendent, personal leave shall not be granted for the first or last five days of the school year.
  - b. If personal leave is not used, it may be added to the accumulated sick leave at the end of the contract year or a teacher may elect to be paid an amount equal to substitute teacher pay for the leave at the close of the school year.
2. Sunset Clause- Language and policy changes to personal leave agreed to for the 2016-2017 Professional Negotiated Agreement will sunset on June 30, 2020. The personal leave language and policy will then revert back to the original contract language in the 2015-2016 Professional Negotiated Agreement unless the negotiating teams agree with personal leave as changed above.

E. Leave of Absence (See board policy DDDF Educational Leave and policy DDCA Political Leave.)

Teachers of the DPS may apply for either of the following board approved leaves of absence: Educational Leave (DDDF) and Political Leave (DDCA). Contemplated changes in these policies will require that a committee of three teachers appointed by the DEA; three administrators appointed by the superintendent and one board member appointed by the board, evaluate proposed changes and make their recommendation directly to the board prior to board action. Changes in leave policies which are mandated by law do not require committee activation or action.

F. Association Leave Days for DEA Members

1. The DPS will provide a total of six (6) days of leave per school year for association activities for the DEA. The teacher using association leave will not lose pay. The DEA will reimburse the DPS for the cost of the substitute teacher salary and fringes for association leave that is used.
2. The president of the DEA must present prior notice five (5) days in advance, to the superintendent or his/her designee for the proposed use of all association leave. In the event of extenuating circumstances, the superintendent or his/her designee may waive the five (5) day notice. The teacher requesting association leave will inform his/her immediate supervisor three (3) working days prior to the date of such leave.
3. Building administration approval of association leave will be granted after receiving notice from the superintendent and may be subject to the availability of a suitable substitute.

G. Sick Leave Bank

The DPS will maintain a Sick Leave Bank for participating teachers whose applications are approved by the central office administration. The purpose of the Sick Leave Bank is to cover unexpected catastrophic illness or injury to participants in the Sick Leave Bank, their spouses, and children.

1. Catastrophic Illness or Injury - "Catastrophic" means extreme or life threatening."

2. Participation

The offer to join the Sick Leave Bank will be available to all teachers at the beginning of each school/contract year. The annual personnel information form will be used for teachers to declare their intentions. Only teachers who are new enrollees to the sick leave bank will be assessed a day of sick leave. Teachers who choose to leave the bank, will be assessed a day of sick leave if they decide to rejoin at a later date.

3. Contribution

Each participant will invest one (1) sick leave day upon initially joining the sick leave bank, which will be deducted from the participant's sick leave. Whenever the Sick Leave Bank drops below 200 days, each participant will be assessed one (1) additional sick leave day, not to exceed two (2) sick leave days in any single contract period.

4. Application
  - a. Any participant may apply for Sick Leave Bank days after having used all of their accumulated sick, personal, and vacation leave days.
  - b. A HIPAA (Health Insurance Portability and Accountability Act) compliant release of information form must be completed prior to application. Application must be in writing and accompanied by a medical doctor's certificate verifying the severity, nature, and projected duration of the illness. The written application should include relationship of the application to the individual who is ill or injured and a description of the illness/injury. If the illness or injury qualifies for disability coverage, the individual must apply for disability coverage. The central office administration shall verify that an application for disability has been filed.
5. Application Processing
 

The central office administration will review applications, give written notice to teachers of acceptance or rejection, determine the number of days granted to the applicant, provide reasonable assurance the bank is not abused, and prepare quarterly reports for the superintendent. The central office administration will maintain and account for the Sick Leave Bank records. In the event a teacher is denied use of the Sick Leave Bank, he/she may appeal the denial to the superintendent.
6. Limitations
 

Participants in the Sick Leave Bank, upon written approval from the central office administration, may be granted a maximum of twenty (20) days of sick leave per application. A participant may apply four (4) times in any single contract period and may be granted not more than eighty (80) days of sick leave from the Sick Leave Bank. Participants may not draw sick leave days from the bank once they receive employer-related disability benefits.

**VII. LICENSED TEACHER EVALUATION**

Forms and methods of formal, written evaluations will be changed as recommendations are made from the DEA and the administration.

**VIII. SCHOOL BOARD MEETINGS**

The agendas for all board meetings will be posted on the DPS website prior to the meeting. Supporting documents and financial reports for board agenda items will also be posted. The DEA president will be notified that board meeting items have been posted to the website.

**IX. VACANCIES AND TRANSFERS**

**A. Notice of Vacancies**

1. Notice of vacancies and new positions will be posted with accompanying job descriptions. These notices will be posted by an email to all teachers and on the DPS website for not fewer than ten school days before said vacancy is filled.
2. If the superintendent deems it necessary, he/she may act to fill the position without giving notice or consideration as stipulated above.

**B. Transfer**

Teachers who desire a change in grade or subject assignments and/or who desire transfer to another building will use the following procedures:

1. A written request should be made to the building principal at their present assignment and submitted to the central office administration.
2. The central office administration in consultation with the principal or principals, will approve 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-1), 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 a 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 agenda of the next regular board meeting unless the board decides to call a special board meeting to consider the grievance. To be placed on the agenda of the next regular board meeting, the appeal to the school board must be received six calendar days prior to the regular scheduled meeting or it will be placed on the next regular board meeting agenda. 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 certified by the National Board for Professional Teaching Standards; National Association of School Psychologists (NCSP) or the American Speech/Language Hearing Association (ASHA Certification of Clinical Competence CCC). Teachers who receive notification of certification, in any of the above three areas, 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.