

DICKINSON PUBLIC SCHOOL DISTRICT #1

DICKINSON EDUCATION ASSOCIATION

PROFESSIONAL NEGOTIATED AGREEMENT

2015-2016

TABLE OF CONTENTS

	Page
I. PROFESSIONAL NEGOTIATED AGREEMENT	3
II. SALARY	
Salary Schedule 2014-2015 2015-2016	4
A. Placement on Salary Schedule	5
B. Graduate Hours	5
C. Horizontal Movement	5
D. Vertical Movement	5
E. Career Increment	5
F. Payment Procedures	5
G. Tax Sheltered Annuities	6
III. EXTRACURRICULAR ACTIVITIES	
A. Assignments	6
B. Placement on Pay Schedule	6
C. Compensation Rates 2014-2015 2015-2016	7
IV. BENEFITS	
A. Health Insurance	8
B. Work Force Safety Insurance	8
C. Term Life Insurance	8
D. Disability Insurance	8
E. Retirement Benefits	8
V. WORKING CONDITIONS	
A. School Calendar	9
B. School Day	9
C. School Site Committee	9
D. Regulated Class Size	9
VI. LEAVES	
A. Sick Leave	9
B. Emergency Leave	9
C. Professional Leave	10
D. Personal Leave	10
E. Leave of Absence	10
F. Association Leave Days for DEA Members	10
G. Sick Leave Bank	10
VII. TEACHER EVALUATION	11
VIII. SCHOOL BOARD MEETINGS	11
IX. VACANCIES AND TRANSFERS	11
X. REDUCTION IN FORCE	12
XI. GRIEVANCE PROCEDURE	12
XII. NATIONAL BOARD CERTIFICATION	12

**THE DICKINSON PUBLIC SCHOOLS
PROFESSIONAL NEGOTIATED AGREEMENT**

2015-2016

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 NEGOTIATIONS AGREEMENT

- B. This Agreement will be in effect from July 1, 2014 **2015**, until June 30, 2015 **2016**, 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, employees, licensed teachers, staff members, etc. – referenced as teachers

Signed _____ Date _____
President of the Board

Signed _____ Date _____
Business Manager

Signed _____ Date _____
President of the DEA

Signed _____ Date _____
Secretary of the DEA

2015-2016 2014-2015 SCHEDULE

BASE	34,841							
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
	42,506	43,551	44,596	45,990	47,384	48,777	50,171	51,565
1	1.245	1.280	1.310	1.355	1.395	1.435	1.475	1.515
	43,377	44,596	45,642	47,210	48,603	49,997	51,390	52,784
2	1.270	1.310	1.340	1.390	1.430	1.470	1.510	1.550
	44,248	45,642	46,687	48,429	49,823	51,216	52,610	54,004
3	1.295	1.340	1.370	1.425	1.465	1.505	1.545	1.585
	45,119	46,687	47,732	49,648	51,042	52,436	53,829	55,223
4	1.320	1.370	1.400	1.460	1.500	1.540	1.580	1.620
	45,990	47,732	48,777	50,868	52,262	53,655	55,049	56,442
5	1.345	1.400	1.430	1.495	1.535	1.575	1.615	1.655
	46,861	48,777	49,823	52,087	53,481	54,875	56,268	57,662
6	1.370	1.430	1.460	1.530	1.570	1.610	1.650	1.690
	47,732	49,823	50,868	53,307	54,700	56,094	57,488	58,881
7	1.375	1.440	1.470	1.545	1.585	1.625	1.665	1.705
	47,906	50,171	51,216	53,829	55,223	57,836	58,010	59,404
8	1.400	1.470	1.500	1.580	1.620	1.660	1.700	1.740
	48,777	51,216	52,262	55,049	56,442	57,836	59,230	60,623
9		1.500	1.530	1.615	1.655	1.695	1.735	1.775
		52,262	53,307	56,268	57,662	59,055	60,449	61,843
10			1.560	1.650	1.690	1.730	1.770	1.810
			54,352	57,488	58,881	60,275	61,669	63,062
11			1.590	1.685	1.725	1.765	1.805	1.845
			55,397	58,707	60,101	61,494	62,888	64,282
12			1.620	1.720	1.760	1.800	1.840	1.880
			56,442	59,927	61,320	62,714	64,107	65,501
13					1.795	1.835	1.875	1.915
					62,540	63,933	65,327	66,721
14					1.830	1.870	1.910	1.950
					63,759	65,153	66,546	67,940
15					1.865	1.905	1.945	1.985
					64,978	66,372	67,766	69,159

Career Increment 2014-2015 2015-2016 = \$2,125
(\$80,092)

(\$75,931)

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 ten years. Vocationally certified teachers will be given up to four years of experience on the salary schedule for their 8,000 hours of trades and industry time.
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 of 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 ~~steps~~ **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 20th of each month or the last working day prior to the 20th. 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.

A. **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

Extracurricular Experience	Step to Calculate	Extracurricular Experience	Step to Calculate
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 2014-2015 2015-2016

	Position	% of Base	Position	% of Base
Baseball	Head Baseball - DHS	15.7%	Assistant Baseball - DHS	10.5%
Basketball	Boys Head Basketball - DHS	17.10%	Boys Head Basketball - HJH 8 th	7.10%
	Boys Asst Basketball - DHS	12.80%	Boys Head Basketball - HJH 7 th	7.10%
	Boys 9 th Basketball - DHS	9.00%	Boys Asst Basketball - HJH	6.20%
	Girls Head Basketball - DHS	17.10%	Girls Head Basketball - HJH 8 th	7.10%
	Girls Asst Basketball - DHS	12.80%	Girls Head Basketball - HJH 7 th	7.10%
	Girls 9 th Basketball - DHS	9.00%	Girls Asst Basketball - HJH	6.20%
	Boys Basketball Coord Elem	6.20%	Girls Basketball Coord Elem	6.20%
Cross Country	Head Cross Country - DHS	13.00%	Head Cross Country - HJH	7.10%
	Asst Cross Country - DHS	7.10%		
Fastpitch Softball	Head Fastpitch – DHS	15.7%	Asst Fastpitch Softball	10.5%
Football	Head Football - DHS	17.10%	Head Football - HJH 8 th	8.60%
	Asst Football - DHS	12.80%	Head Football - HJH 7 th	8.60%
	9 th Football - DHS	9.00%	Asst Football - HJH	6.20%
Golf	Boys Head Golf - DHS	8.60%	Boys Head Golf - HJH	7.10%
	Girls Head Golf - DHS	8.60%	Girls Head Golf - HJH	7.10%
	Asst Boys or Girls Golf - DHS	7.10%		
Gymnastics	Head Gymnastics - DHS	15.70%	Spring Gymnastics	4.80%
	Asst Gymnastics - DHS	10.50%		
Tennis	Boys Head Tennis - DHS	8.60%	Boys Head Tennis - HJH	7.10%
	Boys Asst Tennis - DHS	8.10%	Boys Asst Tennis - HJH	6.20%
	Girls Head Tennis - DHS	8.60%	Girls Head Tennis - HJH	7.10%
	Girls Asst Tennis - DHS	8.10%	Girls Asst Tennis - HJH	6.20%
Track	Boys Head Track - DHS	17.10%	Boys Head Track - HJH	7.10%
	Boys Asst Track - DHS	12.80%	Boys Asst Track - HJH	6.20%
	Girls Head Track - DHS	17.10%	Girls Head Track - HJH	7.10%
	Girls Asst Track - DHS	12.80%	Girls Asst Track - HJH	6.20%
Volleyball	Head Volleyball - DHS	17.10%	Head Volleyball - HJH	7.10%
	Asst Volleyball - DHS	12.80%	Asst Volleyball - HJH	6.20%
	9 th Volleyball - DHS	9.00%		
Wrestling	Head Wrestling - DHS	17.10%	Head Wrestling - HJH	7.10%
	Asst Wrestling - DHS	12.80%	Asst Wrestling - HJH	6.20%

Continued:

	Position	% of Base	Position	% of Base
Other Activities	Acalympics	3.80%	National Honor Society	1.90%
	Cheerleading - Head and Pep	5.70%	Photography - HJH	5.10%
	Cheerleading - 9 th and B	2.90%	Prairie Winds	5.10%
	Dance Team	7.10%	Prom - Junior/Senior Banquet	4.80%
	Chronicle	7.60%	Science Club - DHS	7.60%
	CTE Summer Spv.(per day)	0.60%	Science Club - HJH	7.60%
	Dept Chair - DHS	1.40%	Science Fair - HJH	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 - HJH	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 – HJH	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 - HJH	2.50%	Student Congress	2.90%
	Music - Instrumental - DHS	11.40%	Student Council - HJH	10.40%
	Music - Instrumental - HJH	5.70%	Technology Student Assoc	7.60%
	Music - Vocal - DHS	10.00%		
	Music - Vocal - HJH	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. Effective July 1, 2014 this rate of assessment will be increased to 11.75%.

V. WORKING CONDITIONS

A. School Calendar

The school calendar will consist of 185 days for the 2014-2015 2015-2016 contract year, 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.

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:
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 ~~may will earn up to~~ two days personal leave per year, accumulative to ~~six~~ eight days ~~including the current year's two-day allocation~~. 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.

- 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 are 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 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 that an a teacher is denied use of the Sick Bank Leave, he/she may appeal their request 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. ~~allegation by a teacher that s/he has been subject to a violation, misinterpretation, or misapplication of the negotiated agreement or teacher's individual contract.~~**

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 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 **40 14 days of receipt of the written grievance working days**.
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 **45 20 working 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 ~~ten (10)~~ working** 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 7 days of the decision rendered in step 3 of this process**. A mutually acceptable neutral third party will be appointed. Within **15 ~~working~~ 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.