

**DICKINSON PUBLIC SCHOOL DISTRICT No.1**

**DICKINSON EDUCATION ASSOCIATION**

**PROFESSIONAL NEGOTIATED AGREEMENT**

**2023-2025**

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**THE DICKINSON PUBLIC SCHOOLS  
PROFESSIONAL NEGOTIATED AGREEMENT**

2023-2024 and 2024-2025

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 the 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, 2023, until June 30, 2025, 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 Offices – 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>5/23/23</u>
	Board President		
Signed		Date	<u>5/25/23</u>
	Business Manager		
Signed		Date	<u>5/25/23</u>
	DEA President		
Signed		Date	<u>5/25/23</u>
	DEA Secretary		

# SALARY SCHEDULE 2023-2024 (added .5% on base)

PLATS	500							
BASE	37,481							
Years	BS	BS+08	BS+16	BS+24	BS+32	MS+0	MS+8	MS+ 16
	1	2	3	4	5	6	7	8
0	1.2075	1.2375	1.2675	1.3075	1.3475	1.3875	1.4275	1.4675
	45,759	46,883	48,008	49,507	51,006	52,506	54,005	55,504
1	1.2325	1.2675	1.2975	1.3425	1.3825	1.4225	1.4625	1.5025
	46,696	48,008	49,132	50,819	52,318	53,817	55,317	56,816
2	1.2575	1.2975	1.3275	1.3775	1.4175	1.4575	1.4975	1.5375
	47,633	49,132	50,257	52,131	53,630	55,129	56,629	58,128
3	1.2825	1.3275	1.3575	1.4125	1.4525	1.4925	1.5325	1.5725
	48,570	50,257	51,381	53,443	54,942	56,441	57,940	59,440
4	1.3075	1.3575	1.3875	1.4475	1.4875	1.5275	1.5675	1.6075
	49,507	51,381	52,506	54,754	56,254	57,753	59,252	60,751
5	1.3325	1.3875	1.4175	1.4825	1.5225	1.5625	1.6025	1.6425
	50,444	52,506	53,630	56,066	57,566	59,065	60,564	62,063
6	1.3575	1.4175	1.4475	1.5175	1.5575	1.5975	1.6375	1.6775
	51,381	53,630	54,754	57,378	58,877	60,377	61,876	63,375
7	1.3825	1.4475	1.4775	1.5525	1.5925	1.6325	1.6725	1.7125
	52,318	54,754	55,879	58,690	60,189	61,689	63,188	64,687
8	1.4075	1.4775	1.5075	1.5875	1.6275	1.6675	1.7075	1.7475
	53,255	55,879	57,003	60,002	61,501	63,000	64,500	65,999
9		1.5075	1.5375	1.6225	1.6625	1.7025	1.7425	1.7825
		57,003	58,128	61,314	62,813	64,312	65,811	67,311
10			1.5675	1.6575	1.6975	1.7375	1.7775	1.8175
			59,252	62,626	64,125	65,624	67,123	68,623
11			1.5975	1.6925	1.7325	1.7725	1.8125	1.8525
			60,377	63,937	65,437	66,936	68,435	69,934
12			1.6275	1.7275	1.7675	1.8075	1.8475	1.8875
			61,501	65,249	66,749	68,248	69,747	71,246
13					1.8025	1.8425	1.8825	1.9225
					68,060	69,560	71,059	72,558
14					1.8375	1.8775	1.9175	1.9575
					69,372	70,871	72,371	73,870
15					1.8725	1.9125	1.9525	1.9925
					70,684	72,183	73,683	75,182
16					1.885	1.925	1.965	2.005
					71,153	72,652	74,151	75,650

Career Increment 2023-24 = 2,288

Teacher's portion of the TFFR paid by the district = 3.50%

Career increments are paid on a prorated scale based on FTE percentage.

This schedule reflects a reduction of 0.0125 from the 2021-2022 salary schedule index.

All professional staff as of 6-30-2023 who are eligible for a career increment during the 2023-2025 biennium will receive their full \$2,288 career increment during the 2023-2024 school year.

# SALARY SCHEDULE 2024-2025

## (new schedule Option 1)

All teachers will take DOUBLE STEPS during the 2024-2025 School Year

STEP	BS	BS+08	BS+16	BS+24	BS+32	MS+0	MS+8	MS+ 16
	1	2	3	4	5	6	7	8
0	48,500	49,500	50,500	51,500	52,500	54,000	55,500	57,000
	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00
1	49,275	50,275	51,275	52,275	53,275	54,775	56,275	57,775
	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00
2	50,050	51,050	52,050	53,050	54,050	55,550	57,050	58,550
	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00
3	50,825	51,825	52,825	53,825	54,825	56,325	57,825	59,325
	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00
4	51,600	52,600	53,600	54,600	55,600	57,100	58,600	60,100
	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00
5	52,375	53,375	54,375	55,375	56,375	57,875	59,375	60,875
	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00
6	53,150	54,150	55,150	56,150	57,150	58,650	60,150	61,650
	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00
7	53,925	54,925	55,925	56,925	57,925	59,425	60,925	62,425
	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00
8	54,700	55,700	56,700	57,700	58,700	60,200	61,700	63,200
		775.00	775.00	775.00	775.00	775.00	775.00	775.00
9		56,475	57,475	58,475	59,475	60,975	62,475	63,975
		775.00	775.00	775.00	775.00	775.00	775.00	775.00
10		57,250	58,250	59,250	60,250	61,750	63,250	64,750
			775.00	775.00	775.00	775.00	775.00	775.00
11			59,025	60,025	61,025	62,525	64,025	65,525
			775.00	775.00	775.00	775.00	775.00	775.00
12			59,800	60,800	61,800	63,300	64,800	66,300
			775.00	775.00	775.00	775.00	775.00	775.00
13			60,575	61,575	62,575	64,075	65,575	67,075
			775.00	775.00	775.00	775.00	775.00	775.00
14			61,350	62,350	63,350	64,850	66,350	67,850
			775.00	775.00	775.00	775.00	775.00	775.00
15			62,125	63,125	64,125	65,625	67,125	68,625
				775.00	775.00	775.00	775.00	775.00
16				63,900	64,900	66,400	67,900	69,400
				775.00	775.00	775.00	775.00	775.00
17				64,675	65,675	67,175	68,675	70,175
				775.00	775.00	775.00	775.00	775.00
18				65,450	66,450	67,950	69,450	70,950
					775.00	775.00	775.00	775.00
19					67,225	68,725	70,225	71,725
					775.00	775.00	775.00	775.00
20					68,000	69,500	71,000	72,500
					775.00	775.00	775.00	775.00
21					68,775	70,275	71,775	73,275
					775.00	775.00	775.00	775.00
22					69,550	71,050	72,550	74,050
					775.00	775.00	775.00	775.00
23					70,325	71,825	73,325	74,825
					775.00	775.00	775.00	775.00
24					71,100	72,600	74,100	75,600
					775.00	775.00	775.00	775.00
25					71,875	73,375	74,875	76,375

Career Increment 2024-25 = \$775 every year

**CAREER INCREMENTS WILL BE GIVEN EVERY YEAR STARTING AFTER STEP 25 IN LANES BS+32 THROUGH MS+16**

Teacher's portion of the TFFR paid by the district = 3.50% (not reflected in the schedule above)

Career increments are paid on a prorated scale based on FTE percentage.

Teachers transferring from the 2023-2024 salary schedule will be placed on the 2024-2025 salary schedule on the step below their 2023-2024 salary. Teachers will then be given two steps movement to determine their 2024-2025 salary.



## II. SALARY

### A. Placement on Salary Schedule

1. First Profession Teachers:
  - a. 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 (15) years.
2. Vocationally Certified Teachers:
  - a. Vocationally Certified Teachers new to DPS who have not been employed by DPS in the past two contract periods may be given up to seven (7) years on the salary schedule for the appropriate CTE endorsement as issued by the North Dakota Education Standards and Practices Board.
  - b. Vocationally certified teachers will be allowed no more than 16 credits for horizontal movement on the salary schedule. To achieve BS+32, a baccalaureate degree must be achieved.

### 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 an application to the building principal by May 10. In special circumstances, the application may include anticipated courses not yet identified. Annual contracts will reflect approved graduate credit applied for by May 10.
  - b. The principal shall submit the application to the superintendent or designee for approval or disapproval within 10 business days of the receipt of the application if said application is submitted between August 15 and June 15.
  - c. The teacher will be notified within 10 business days of the action taken by the superintendent or designee. 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. If an employee intends to request a horizontal movement for the upcoming school year, the employee's notification of intention must be received by the Human Resources office by May 10. All transcripts or verification of successful coursework completion must be submitted to the CAO by the last Friday in August. Unless good cause is shown, transcripts received after this date, or courses that have not received approval for credit by application, will be credited to the following contract year subject to approval and verification.
3. During the 2022-2023 school year, teachers who request horizontal movement will make that movement on the 2023-2024 salary schedule, if approved and transcripts are received. During the 2023-2024 school year, teachers who request horizontal movement will make horizontal movement on the 2024-2025 salary schedule if approved and transcripts are received.

D. Vertical Movement

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

E. Career Increments

1. For the 2023-2024 school year, all teachers who are eligible for a career increment during the 2023-2025 biennium will receive a career increment calculated at five percent (5%) of the BS+0 salary cell on the 2023-2024 salary schedule.
2. Career increments of \$775 will be awarded beginning on step 26 and then every year after reaching lanes BS+32 through MS+16.

F. Payment Procedures

1. A teacher will be paid on a twelve (12) 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. Any teacher paid on a ten (10) payment schedule prior to the 2022-2023 Professional Negotiated Agreement may continue to be paid on this payment schedule unless they decide to change to the twelve (12) payment schedule.
3. 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. EXTRACURRICULAR 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 for 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 2023-2025

	Position	% of Base	Position	% of Base
<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%
	Boys Head 6 <sup>th</sup> Basketball	6.20%	Girls Head 6 <sup>th</sup> Basketball	6.20%
	Boys Asst 6 <sup>th</sup> Basketball	5.00%	Girls Asst 6 <sup>th</sup> Basketball	5.00%
<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>Soccer</b>	Boys Head Soccer-DHS	13.00%	Girls Head Soccer-DHS	13.00%
	Boys Asst Soccer-DHS	7.10%	Girls Asst Soccer-DHS	7.10%
<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	3.80%
	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/Acad. Leads 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 Head	5.20%
	Music - Instrumental - DMS	5.70%	Student Council-DMS Asst	3.80%
	Music - Vocal - DHS	10.00%	Student Council-DHS Head	12.00%
	Music - Vocal - DMS	5.70%	Student Council-DHS Asst	9.00%
	Music- Marimba I & II	5.70%	Technology Student Assoc.	7.60%

#### IV. BENEFITS

##### A. Health Insurance

Employer payment of the medical premium for the group plan approved by the board and the DEA will be eighty percent (80%) for full-time employees. The District's contribution for part-time employees will be prorated based on the number of hours the employee is contracted for. 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 the effective use of health insurance by all employees. Thirty-five percent (35%) 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. Workforce 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 fifty thousand dollars (\$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 ten thousand dollars (\$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 the teacher's pay for TFFR reportable earnings will be in accordance with the teacher's share rate, less the District contribution of the teacher's share, as set by the North Dakota Century Code.

V. **WORKING CONDITIONS**

A. School Calendar

*The school calendar will consist of 185 days for the 2023-2024 and 2024-2025 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 (1) day will be designated for teacher preparation.*

B. School Day

1. Full-time Teachers are expected to work a consecutive 7 ¾-hour shift each day as dictated by the needs of the students and as assigned by the building administrator.
2. During the contracted time, teachers will be required to have 5 ½ hours of assigned duty and 2 ¼ hours of unassigned responsibility. Part-time teachers will be expected to work the hours dictated by their contract with unassigned time prorated based on the number of contracted hours.
3. During the 2 ¼ hours of unassigned responsibility, teachers will take time out for their noon lunch. In an average day, this will allow each teacher a minimum of 45 minutes for lunch and 1 ½ hours for preparation / Professional Collaboration time. It is understood that assigned collaboration time is not to exceed 75 minutes per week.
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 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 Policy DJF for paraprofessional assignments.

VI. **LEAVES**

A. Paid (PTO) Leave

1. DPS teachers will receive paid time off (PTO) leave based on the number of years that they have been employed as a certified teacher in Dickinson Public School District. PTO days will be allocated as follows:  

0-9 Years	13 PTO Days
10-19 Years	14 PTO Days
20+ Years	15 PTO Days

PTO shall be used for all types of leave (i.e. personal leave, sick leave, vacation, bereavement) before accumulated sick leave may be used. At the end of each contract year, or upon the last teacher workday, any unused PTO will automatically be converted to accumulated sick leave and added to each DPS teacher's individual sick leave as governed by Section VI(B).
2. To ensure the safety and well-being of students and staff, except in the case of an unexpected illness, emergency, or unusual circumstance, PTO must be approved by the building principal before the employee is authorized to take the leave. Principals will either approve or deny a submitted PTO request within seven (7) contract days. A leave request may be denied if the employee's absence would unduly disrupt the operations or services of the school or District. If a PTO request is denied, the principal will notify the teacher and provide them with the rationale for the denial. The teacher may request a review of the principal's decision with the superintendent or designee within one (1) regular workday of the decision being made. When possible, the superintendent/designee will provide the teacher with a response within two (2) regular working days of receiving the request. Use of PTO shall be limited to 5 (five) consecutive contract days unless accompanied by medical documentation. Unless

there is an unexpected illness, emergency, or unusual circumstance, there are certain days in the school calendar that PTO will not be granted without the approval of the superintendent or designee. These days include:

- During the first or last five student contact days of the school year.
  - Professional development days including early release days and contract days prior to the first day of school.
  - Parent-teacher conferences.
3. PTO leave may be taken in minimum amounts of one (1) hour at a time with ½-hour increments after the first one (1) hour.

B. Sick Leave

1. DPS teachers may accumulate up to 120 sick days. At the end of each contract year, teachers will be paid at the rate of one hundred dollars (\$100.00) per day for all sick days that exceed the 120-day maximum.
2. Teachers who submit their resignation before March 1 shall be compensated for accumulated sick leave, up to 120 days at the time of their departure from the District at the rate of thirty-five dollars (\$35.00) per day.
3. If the use of accumulated sick leave becomes necessary, it must be reported to and approved by the teacher's immediate supervisor. Accumulated sick leave may be taken for personal illness, injury, or other physical disability (including pregnancy-related disability), for illness of the teacher's eligible family member (parent, spouse, child, grandparent, grandchild, sibling, or an individual who is verifiably dependent on the employee for care), and for bereavement of a teacher's eligible family member (parent, spouse, child, grandparent, grandchild, sibling, or individual who is verifiably dependent on the employee for care).
4. Accumulated sick leave may be used for preventative care such as medical, dental, or optical appointments and/or treatment.
5. Use of accumulated sick leave shall be limited to five (5) consecutive contract days unless accompanied by medical documentation and approval from the teacher's immediate supervisor.
6. A teacher may use accumulated sick leave for the birth and/or legal adoption of a child. See Policy DDA, Sick Leave. In the event of a qualifying event, an eligible employee may apply for family medical leave (FMLA). See Policy DDAA, Family and Medical Leave.
7. The DPSD will maintain a Sick Leave Bank for qualifying employees who choose to participate. 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. Please contact Human Resources for more information.

C. Professional Leave

1. DPS teachers may take a leave from regular teaching responsibilities to participate in an approved professional activity.
  - a. The following procedure will be followed by a teacher to gain approved professional leave: Make an 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 to improve instruction related to the teacher's work assignment. The teacher will be notified whether the professional leave is approved or denied. 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 absorbed by the DPS. Additional expenses may be absorbed by the teacher.
  - c. When a professional activity is assigned, the normal DPS reimbursement for expenses will be made to the teacher.

- D. Leave of Absence (See Policy DDDF, Educational Leave and Policy DDCA, Political Leave.) DPS teachers 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, 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 that are mandated by law do not require committee activation or action.

E. 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's salary and fringes for association leave that is used.
2. The DEA president 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.

F. Sick Leave Bank

The DPS will maintain a Sick Leave Bank for participating teachers whose applications are approved by the Central Administration Offices. The Sick Leave Bank covers 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 accumulated sick leave. Teachers who choose to leave the bank will be assessed a day of accumulated sick leave if they decide to rejoin at a later date.
3. **Contribution**  
Each participant will invest one (1) accumulated sick leave day or one (1) day that has been converted from PTO to an accumulated sick leave day upon initially joining the Sick Leave Bank. Whenever the Sick Leave Bank drops below 200 days, each participant will be assessed one (1) additional accumulated sick leave day or one converted PTO to accumulated sick leave day, not to exceed two (2) accumulated sick leave days in any single contract period.
4. **Application**
  - a. Any participant may apply for Sick Leave Bank days after having used all their accumulated sick and PTO leave days.
  - b. A HIPAA (Health Insurance Portability and Accountability Act) compliant release of information form must be completed prior to 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. The written application should include the 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 Administration Offices 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 superintendent or designee, 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 by 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 for a minimum of 48 hours with accompanying job descriptions on the DPS website. An announcement of the openings will be emailed to all teachers at the time of the job posting.
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 to transfer to another building will submit an "Internal Candidate Application" in the Human Resource portal of the DPS website.

1. A written notice will be made to the building principal at their present assignment.
2. After reviewing the requesting teacher's internal application, a decision will be made between the outgoing and receiving principal to grant/deny the request, or to grant the requesting teacher the opportunity to interview for the requested position. If either principal disagrees, he/she may refer the decision to the superintendent. In the event that a teacher is given the opportunity to interview for a requested opening, the interview committee will determine if the transfer request will be granted.
3. The receiving principal will notify the Central Administration Offices and the requesting teacher of the action taken. If unsuccessful, the teacher may request a conference with the superintendent. The final determination in all transfers will be at the superintendent's discretion.

## **X. REDUCTION IN FORCE**

### **Reduction in Force**

See 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.
- The *administrator or supervisor* named in this policy (e.g., Superintendent) assumes that his/her designee 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 during 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 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 regularly 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 the appointment, the arbitrator will submit a written recommendation that will be considered to be binding on all parties concerned. The 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 May 10 to be considered for payment for the upcoming contract.

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