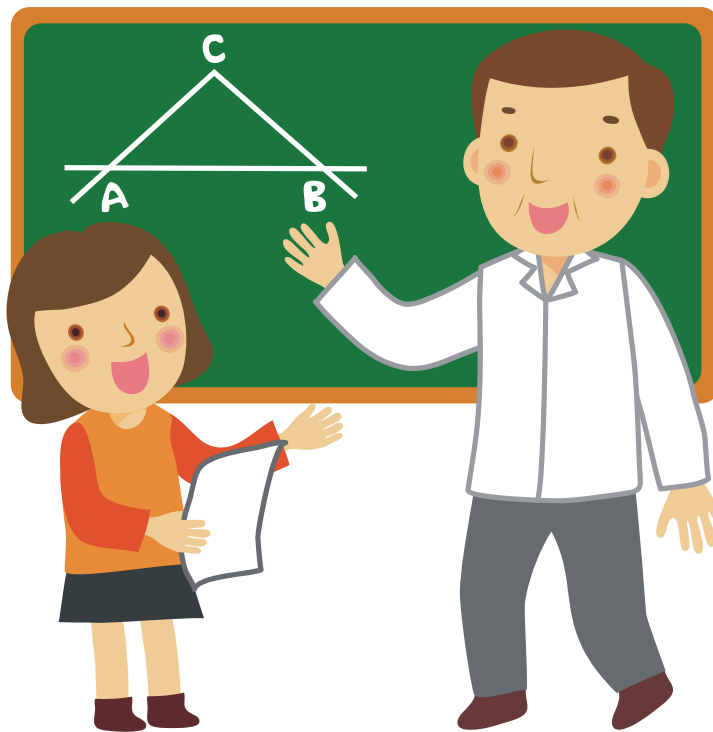


MASTER CONTRACT

2017-18



Devils Lake Education Association
and
Devils Lake Public School Board

2017-18
NEGOTIATED AGREEMENT
BETWEEN
DEVILS LAKE EDUCATION ASSOCIATION & DEVILS LAKE SCHOOL BOARD

SALARY AGREEMENT

2017-18 School Year:

- Provides step increase
- Provides \$500 increase to Base (Base = \$36,500)
- Includes increase of 15.0% health insurance and slight increase to dental insurance

Salary Increase	\$	163,200.00	
TFFR Increase	\$	45,565.44	
Soc Sec Increase	\$	12,484.80	
Health Insurance Increase	\$	100,371.60	
Dental Insurance Increase	\$	6,262.80	
Vision Insurance Increase	\$	368.40	
Disability Insurance Increase	\$	0.00	
Life Insurance Increase	\$	0.00	
TOTAL INCREASE	\$	\$328,253.04	= 2.95%
Co-Curricular Increase.....	\$	<u>36,772.85</u>	= 6.54%

Master Contract Language Changes

ARTICLE III. TEACHER EMPLOYMENT

Section 1. Credit for Experience

Effective the 2017-18 School Year

The School Board shall place all teachers in the Devils Lake Public School District in their appropriate places on the salary schedule according to their years of teaching experience and education in or outside the district, and shall be given full credit for up to 11 years prior experience.

The district recognizes the years(s) of resident intern work under the direction of a university’s master’s degree program in education as years(s) of experience when determining the placement of a new teacher on the salary schedule.

Teachers will not be placed on the salary schedule at a level higher than 11 years prior experience or above a level of actual prior experience.

ARTICLE III. TEACHER EMPLOYMENT
Section 1. Credit for Experience (cont.)

Effective the 2018-19 School Year

The School Board shall place all teachers in the Devils Lake Public School District in their appropriate places on the salary schedule according to their years of teaching experience and education in or outside the district, and shall be given full credit for up to 12 years prior experience.

The district recognizes the years(s) of resident intern work under the direction of a university master's degree program in education as year(s) of experience when determination the placement of a new teacher on the teacher salary schedule.

Teachers will be places on the salary schedule at a level higher than 12 years prior experience or above a level of actual prior experience.

AGREED BY:

President, DL Education Association

President, DL Board of Education

Date : _____

Date: _____

MASTER CONTRACT
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ARTICLE I. TEACHER RIGHTS

Section 1. Evaluation of Students

The teacher shall have the right to grade and evaluate students within the grading policies of the school district. No grade or evaluation shall be changed without consultation with the teacher and principal. In the event the teacher and the principal disagree, a review panel consisting of: 1) a school board member, 2) a teacher, and 3) a principal, shall be selected by the superintendent and DLEA president and charged with rendering a decision which shall be final.

Section 2. Criticism of Teachers

Any questions or criticism of a teacher or his/her methods by a Board Member, Administrator, supervisor or another teacher shall be made in confidence, and not in the presence of students, parents or public gatherings other than school board meetings.

ARTICLE II. DEVILS LAKE EDUCATION ASSOCIATION RIGHTS (Hereinafter referred to as the Association)

Section 1. Transacting Association Business

Duly authorized representatives of the local Association may be permitted to transact official Association business as approved by the Administration at all times provided that this shall not interfere with or interrupt normal school operations, including regular and executive Association meetings.

Section 2. Use of School Buildings

The Association may have the right to use school buildings at reasonable hours for meetings, provided that the principal of the building was notified in advance of the time and place of all such meetings, and no conflicts exist.

Section 3. Use of School Equipment

The Association may have the right to use school facilities and equipment at reasonable times when such equipment is not otherwise in use. The Board may charge the Association a reasonable cost for any materials and supplies incident to such use.

Section 4. Use of School Mail Service

The Association may have the right to use teacher mailboxes for communications to teachers.

ARTICLE III. TEACHER EMPLOYMENT

Section 1. Credit for Experience

Effective the 2017-18 School Year

The School Board shall place all teachers in the Devils Lake Public School District in their appropriate places on the salary schedule according to their years of teaching experience and education in or outside the district, and shall be given full credit for up to 11 years prior experience.

The district recognizes the years(s) of resident intern work under the direction of a university's master's degree program in education as years(s) of experience when determining the placement of a new teacher on the salary schedule.

Teachers will not be placed on the salary schedule at a level higher than 11 years prior experience or above a level of actual prior experience.

Effective the 2018-19 School Year

The School Board shall place all teachers in the Devils Lake Public School District in their appropriate places on the salary schedule according to their years of teaching experience and education in or outside the district, and shall be given full credit for up to 12 years prior experience.

The district recognizes the years(s) of resident intern work under the direction of a university master's degree program in education as year(s) of experience when determining the placement of a new teacher on the teacher salary schedule.

Teachers will be placed on the salary schedule at a level higher than 12 years prior experience or above a level of actual prior experience.

Section 2. Lane Changes on the Salary Schedule

Staff members anticipating a lane change for the upcoming school year must submit a letter to the district office indicating that sufficient credits will be earned to merit a lane change on the salary schedule. This letter must be submitted to the district office prior to May 1st.

Staff members who have received sufficient credits to change lanes must submit a transcript for verification to the district office by the first day of school in the fall. Payroll reflecting lane changes will be processed only if verification is received by September 1st.

Credits applied to lane changes must be for graduate semester hours taken.

ARTICLE IV. TEACHER ASSIGNMENT

Section 1. Notification

All teachers previously employed by the school system may obtain teaching schedules, class or subject assignments, building assignments and room assignments for the coming year as of August 15. If changes are necessary after August 15, the teacher will be contacted.

Section 2. Assignment Areas

Teachers shall only be assigned to teach in major or minor fields or in an area of concentration endorsed by the Department of Public Instruction. (As per North Dakota Century Code.)

Section 3. Extra-Curricular

Any assignments in addition to the normal teaching schedule during the regular school year and summer school sessions shall not be made without the consent of the teacher involved.

Section 4. Travel

Those teachers required to use their own vehicles during the school day shall be reimbursed as follows: Number of transfers scheduled per week X 36 weeks X \$2.00 / 9 = the monthly reimbursement for travel. The teacher shall make other necessary unscheduled transfers without changes in the reimbursement formula as long as they are on an occasional basis. A transfer is defined as traveling from one site to another (one way).

ARTICLE V. TEACHER EVALUATIONS

Section 1. Procedure

The performance of all teachers shall be evaluated in writing. The procedure for the evaluation of teachers shall be mutually agreed upon by the administration and the teachers in the building involved. Such evaluation shall be conducted openly and with full knowledge of the teacher.

Section 2. Evaluators

Formal Evaluation shall be conducted by a qualified building principal, or other supervisor having a working knowledge of the subject area of the teacher to be evaluated. However, provisions for self-evaluation and student evaluation may be mutually developed by the teacher and his/her immediate superior, and such evaluation shall, if the teacher so requests, become a part of his/her personal file.

Section 3. Conferences

Each evaluation shall be followed within 5 days by a conference between the teacher and the evaluator at which time the evaluator will review his/her evaluation with the teacher. Such conference shall be used to indicate to the teacher the strengths of the teacher as evidenced during the evaluation, the weaknesses of the teacher as evidenced during the evaluation, and specific suggestions as to measures which the teacher might take to improve his/her performance in the areas of weakness. The written report of the evaluation shall be submitted to the teacher prior to its being placed in the teacher's personal file. The teacher shall sign or initial the evaluation indicating that he/she has seen and understood the report. In the event that the teacher does not concur with the evaluator's report, the teacher shall be afforded the opportunity to write a rebuttal which shall be attached to the evaluator's report prior to its being placed in the teacher's personal file.

Section 4. File

A teacher shall have the right upon request to review the contents of his/her file. The teacher shall be entitled to have a representative of the association accompany him/her during such review. All evaluatory material concerning a teacher of his/her performance shall be kept in his/her file and no such material can be placed in his file without the teacher's previous knowledge. Although the confidentiality of personal references, credentials, and other similar documents may need to be preserved, the Board agrees that commencing with the employment of the teacher, the file established for the teacher shall be open to his/her inspection, and no separate file not so open shall be established.

ARTICLE VI. TRANSFERS

The Devils Lake Public School District endeavors to provide growth and renewal opportunities for those district staff wishing to transfer to either another site in the district or another position at their existing site of employment. The following guidelines are used in either voluntary or involuntary situations:

Section 1. Voluntary Transfers

Teachers desiring a change in grade or subject assignments, or who desire to transfer to another building, may apply for such change through the superintendent. Vacancies shall be posted at all school buildings during the school year and at the Superintendent's Office in the summer months.

Voluntary in-district transfer requests are considered by the principal and the superintendent prior to opening positions to out-of-district applicants. If in-district candidates either do not meet the job specifications or are not accepted by the building principal, the opening will be advertised for out-of-district candidates.

After May 1 of each school year, unstaffed positions are opened to both in-district transfer applicants and outside-district applicants. To go beyond May 1 places the district at a disadvantage in employing outside-district applicants as the prime months of securing candidates tend to be April and May.

Voluntary transfer candidates must submit a letter of application to the superintendent. The primary decision-maker will be the receiving building principal (and his/her interview team if applicable) in consultation with the sending building principal. Final decision-making rests with the superintendent.

Transfers to other positions between grade levels or departments in a specific school may be approved at the direction of the building principal.

Section 2. Involuntary Transfers

In the event that an involuntary transfer must be made, a written notification with regard for both the welfare of the district and the preparation and qualifications of the staff member will be given to the teacher as soon as practicable. Even in cases of emergency, an involuntary transfer or reassignment shall be made after a meeting between the teacher involved and the appropriate supervisor, at which time the teacher shall be notified of the reason for such transfer or reassignment. In the event that the teacher objects to such transfer or reassignment, the teacher shall be afforded the right to meet with the superintendent, at which time the teacher may at his/her option have an Association representative present.

ARTICLE VII. TEACHER'S FUND FOR RETIREMENT

The Devils Lake Public Schools shall treat the employee's share of the payment to Teacher's Fund for Retirement as a tax sheltered annuity as authorized by North Dakota Century Code.

ARTICLE VIII. TEACHER WORK LOAD

Section 1. Hours

Teachers shall be required to report for duty 30 minutes before the opening of the regular school day, and shall be required to remain 30 minutes after the close of the day. The starting and ending times shall be defined annually in the staff handbooks for each school.

Section 2. Class Load

The District will make every effort to maintain small class sizes since this is usually beneficial to students, teachers, administrators, and the educational purposes of the District.

The normal teaching load in grades K-4 will not exceed 5 hours and 30 minutes per day. The normal teaching load in grades 5-8, utilizing the concepts of the Middle School, will not exceed 5 hours and 20 minutes per day. The normal teaching load in grades 9-12 will not exceed 5 hours pupil contact per day and the teacher load will not exceed approximately 150 students per day. The normal teaching load for music and physical education instructors who are shared between the high school and middle school/elementary will not exceed 5 hours pupil contact per day. In any given year, it is understood that exceptions may be necessary due to unusual circumstances, budget limitations, and/or availability of staff.

In the event of an additional class assignment, the teacher will be reimbursed on a prorated basis of the teacher's salary. Study hall supervision over and above the normal teaching load will be paid on the basis of \$1200 for one study hall/day for the school year. Extended time (Excluding Summer School) will be paid on a prorated basis of the daily rate of the teacher's salary.

Section 3. Substitute Work

Teachers within the school district who substitute for another teacher within the school district shall receive \$20.00 per period.

Teachers left in charge due to an administrator's absence from the district shall receive an additional \$20.00 for their prep time lost and/or lunch time lost.

Section 4. Part Time Teachers

Every attempt will be made to make the normal school day for part-time teachers proportionate in both pay and assignments. This will include a balance of duty-free time, lunch periods, conference periods, meetings and workshop/in-service requirements, when compared to full time. Part-time staff will be compensated at their regular salary rate for any required time, agreed upon in advance with their building administrator, beyond their contract requirement.

Section 5. Preparation Time

The Devils Lake Public School District shall provide each teacher with 40 minutes of consecutive uninterrupted duty-free preparation time per day.

Section 6. Pay for Outside of Normal Contract Time

Teachers will be paid an hourly rate for required district times outside of the regular contract time. Items to be included, but not limited to, are elementary music concerts, technology nights, math nights, and reading nights.

ARTICLE IX. TEACHERS FOR CO-CURRICULAR ACTIVITIES

A well-rounded schedule of co-curricular activities supports the educational environment for the young people in the Devils Lake School District. In order to maintain a diverse choice for students, it is necessary to have a sufficient number of teachers available to be class advisors, chaperones for school parties, workers for athletic events, workers for music events and class plays. Therefore, should there be a shortage of volunteer teacher personnel to properly assist with these activities, a random method of assignment shall be formulated. Assignments made in this manner will be shared with all staff members.

ARTICLE X. SCHOOL CALENDAR

The school calendar for each year shall be submitted for review by the Association. Changes in the school calendar will be brought back to the Association at least 30 days in advance of it being submitted to the School Board for final approval.

The length of the school calendar will be 184 days. If the two storm days are not used for storms, days will be used toward the end of the school year, with the specific days to be at the discretion of the Superintendent or his/her designee.

175	Student Contact Days
2	Storm Days
2	Conference Days
3	Holidays
<u>+ 4</u>	Professional Development/Inservice/Conference Days (2 paid days required by law)
186	TOTAL
<u>- 2</u>	Unused Storm Days
184	ACTUAL TEACHER CONTRACT DAYS

ARTICLE XI. CONTINUOUS PAYROLL DEDUCTIONS FOR DUES

Continuous payroll deductions for professional dues will be provided to those teachers who wish to participate as per North Dakota Century Code. Before October 1 each year, DLEA will present to the school board the signatures of DLEA members wishing to participate in payroll dues deductions. Under no circumstances shall the Board or the DLEA be liable for any part of any employee’s professional dues.

ARTICLE XII. SALARIES

Section 1. Schedule

All non-administrative certified staff salaries are determined by the Master Contract.

Section 2. Method of Payment

Normal pay days will be on the 20th day of each month. In the event the 20th falls on a Saturday, the pay day shall be the 19th. In the event the 20th falls on a Sunday, the pay day will be the 21st. Staff members will be given an option of a 10-month or 12-month payment plan.

The 38 week employees will be paid on a 12 month plan unless the individual notifies the Business Office by September 10 of the school year that he or she desires the 10 month plan. All persons with extended contracts will be paid on a 12 month plan. In case of resignation the teacher would be paid in full, at the time of separation from the school district.

ARTICLE XIII. CONTRACTS

Contracts will be issued within 18 days after the regular monthly school board meeting or within 30 days after the first day of the month, depending on the date negotiations are completed. Contracts will be signed by the School Board President and Business Manager before issued to the teachers.

ARTICLE XIV. FRINGE BENEFITS

Section 1. Premiums and Annual Coverage

The Board shall make payment of insurance premiums for each teacher to provide the benefits below for a full twelve (12) month period for each contract year. The beginning and ending date of insurance coverage will be defined by the insurance policy at the time of employment.

Section 2. Medical

The Board shall offer to contribute the equivalent of a single member premium to any hospital/medical insurance policy held by a contracted full-time member of the Devils Lake Public School staff which has been selected by the Association and approved by the Board.

Section 3. Dental

The Board shall offer to provide a dental care insurance program, selected by the Association and approved by the Board, without cost to the Devils Lake Public School staff. The services shall include preventative, regular restorative dentistry, special restorative dentistry, surgical periodontics, prosthetics, and orthodontic services.

Section 4. Vision

The Board shall offer to provide optical care services insurance, selected by the Association and approved by the Board, to all members of the Devils Lake Public School staff. Covered services shall include examinations, fittings, and supplying of eyeglasses and/or contact lenses.

Section 5. Disability

The Board shall provide long-term disability income insurance, selected by the Association and approved by the Board, to all eligible members of the Devils Lake Public School staff.

Section 6. Life

The Board shall provide group term life insurance coverage in the amount of \$50,000, selected by the Association and approved by the Board, to all eligible members of the Devils Lake Public School staff.

ARTICLE XV. SICK LEAVE

Section 1. Sick Leave

All teachers shall receive ten days of sick leave per year, accumulative to 125 days. Sick leave is to be

used for the teacher's own illness. Sick leave may be used by the hour. A doctor's certificate may be required after 5 working days of continued illness in order to continue sick leave. Pregnancy shall be treated like any other disability for purposes of sick leave. This includes the time for recovery after the birth of a child. The duration of this leave shall be determined by the mother's doctor, and will be charged against sick leave.

Leave of ten days will also be granted under this provision for actual adoption placement.

The Superintendent may grant an employee up to an additional 5 days of sick leave for the pregnancy/birth of a child. No employee will be granted additional days under this clause until all available sick and personal leave are depleted. The purpose of this clause is to lighten the financial burden of employees who do not have sufficient sick and/or personal leave for child birth and to encourage new employees to join the sick leave bank.

Section 2. Maternity/Paternity/Adoption Leave

A teacher will generally be granted maternity/paternity/adoption leave without pay for a maximum period of twelve weeks. (Maternity leave and Adoption leave may be used if the teacher desires extended time after sick leave for pregnancy and adoption placement has expired.)

Section 3. Family Leave

Up to 10 days of sick leave may be used annually for the illness of the teacher's own child(ren).

Sick leave may also be used in the event of serious illness in the immediate family which shall include spouse, and children, parents, sisters, brothers, grandparents, grandchildren or in-laws of the teacher or spouse. Serious illness shall be defined to include only those illnesses which include hospitalization or direct consultation between the ill person and a medical doctor. The immediate supervisor may request medical verification of the seriousness of the family member's illness.

If an extension of leave for the above reasons is needed due to emergency situations, the teacher may request in writing from the immediate supervisor use of sick leave on a humanitarian basis.

The Family Medical Leave Act entitles eligible employees to receive up to a combined total of twelve weeks of unpaid leave for a "serious health condition" to the employee, an employee's spouse, parent, or child. The employee may elect or the employer may require the employee to substitute other leave provided (e.g. sick leave, personal leave) for leave required under the Family Medical Leave Act.

Section 4. Funeral Leave

A maximum of five (5) days per incident may be granted for death in the immediate family, which shall include spouse, children, parents, sisters, brothers, aunts, uncles, grandparents, grandchildren or in-laws of the teacher or spouse. Up to one (1) day per year (not to be accumulated) will be granted for the death of a non-relative. Funeral leave will be charged against sick leave benefits.

Section 5. Payment for Unused Sick Leave

At the beginning of each school year, ten (10) days of sick leave shall be added to each teacher's accumulative total. At the end of the school year, the teacher shall be paid \$25 per day for all days exceeding 125. Sick leave status will be evaluated and payment will be made at the conclusion of each official school year.

ARTICLE XVI. SICK LEAVE BANK

A sick leave bank shall be available to all employees of the Devils Lake Public School District who qualify for accumulated sick leave. The purpose of this bank shall be to compensate employees in the event their regular accumulated sick leave days are exhausted due to unexpected and catastrophic illness and/or injury.

Section 1. Qualifications

- A. New employees have until October 1st of their first year of employment to join the Sick Leave Bank.

If the Sick Leave Bank balance falls below 180 days (as stated in B below), all employees who are not members of the Sick Leave Bank have an additional opportunity to join the Sick Leave Bank by contributing 2 days plus any additional days that members have been assessed during their time of employment.

- B. Each participating employee shall invest two (2) sick leave days in the bank. Whenever the balance falls below 180 days, each member shall be assessed sufficient days to restore a minimum 180 day balance. All days are considered to have equal value no matter who is contributing or withdrawing.

Section 2. Application

- A. Any Sick Leave Bank participant having used his/her total accumulated personal sick leave may apply to the Sick Leave Bank for consideration to draw on the Sick Leave Bank days.
- B. Employees who have accumulated less than 25 days of sick leave prior to using sick leave for this catastrophic illness and/or injury shall take 3 days without pay before being able to access the Sick Leave Bank, employees who have accumulated 25 or more but less than 50 days under the same said conditions shall take two days without pay, and employees who have accumulated 50 or more days under the same said conditions shall take one day without pay before being able to access the sick leave bank.
- C. Applications must be in writing and shall be given to the Sick Leave Bank Committee for consideration. A medical doctor's certificate of illness or injury shall accompany all applications to the Sick Leave Bank Committee. The application must request a specific number of days.

Section 3. Committee

- A. The purpose of the Sick Leave Bank Committee shall be to oversee the use of the Bank, review all applications, accept or reject the applications, maintain proper balance, and provide reasonable assurance that the Sick Leave Bank is not abused.
- B. The Sick Leave Bank Committee shall consist of two (2) teachers, one classified employee, one principal, and one school board designee.
- C. The teacher representatives will be selected by DLEA. The Superintendent will select the principal representative and the classified representative. The School Board will select their designee. All committee members will be designated on an annual basis.
- D. The committee will meet within three working days upon receipt of a request and a decision will be made at that time. In the situation when a committee member cannot be available, the remaining members may make the decision if at least three members are present. A simple majority will be binding to the committee and the applicant.
- E. The decision of the Sick Leave Bank Committee is final. An applicant who has had their request to utilize the Sick Leave Bank denied, may request the Sick Leave Bank Committee to reconsider an earlier decision if additional circumstances or complications arise.

Section 4. Limitations

- A. The intent of the Sick Leave Bank is to provide for the gap between sick leave and district provided disability benefits. The normal withdrawal will be limited to the days necessary to qualify for district provided disability benefits. Once an employee's disability benefits begin, the Sick Leave Bank benefits will discontinue.

- B. Any participant of the Sick Leave Bank, upon approval of the Sick Leave Bank Committee, may draw from the Sick Leave Bank up to ninety (90) days for a given disability. These need not be consecutive days. Upon return to work, if another non-related disability should occur, the Sick Leave Bank will again be available for up to an additional ninety (90) days for this disability.
- C. No participant shall be eligible to withdraw more than a total of one hundred eighty (180) days.
- D. No withdrawals from the Sick Leave Bank shall extend beyond the current contract year.
- E. The Sick Leave Bank may be accessed for unexpected or catastrophic illness and/or injury to an employee's spouse or child.
- F. Sick Leave Bank days may be accessed for maternity only if medical complications of pregnancy and/or childbirth result in a long-term disability of the mother. Verification by a medical doctor will be required.
- G. Any participant of the Sick Leave Bank may withdraw from the Bank at the end of a school year by giving written notice to the Sick Leave Bank Committee. Sick days invested in the bank will not be returned upon leaving the bank. Once a participant withdraws from the Bank, the participant is no longer eligible to rejoin the bank.

Section 5. Accounting

Accounting shall be maintained in the Business Office of the Devils Lake Public Schools.

ARTICLE XVII. PERSONAL LEAVE

At the beginning of each school year, each teacher shall be credited with three days to be used by the hour for personal business. Personal leave may be used for any purpose at the discretion of the teacher. Such personal leave shall be accumulative to seven (7) days, however no more than 5 days can be used consecutively.

Personal leave will generally not be permitted during the first or last week of instruction. Personal leave will not be granted unless the principal has been given adequate advance written notice (generally two working days except in emergency situations). Reasonable restrictions may be imposed on the granting of personal days to ensure that essential services are provided to students attending each school within the district.

Teachers will be paid \$100 for each unused personal day. A teacher may not be paid for more than three unused personal days in any one year, except upon leaving the district or upon retirement.

After all appropriate leave is depleted; unpaid leave may be used for emergencies. Emergency unpaid leave shall be granted to a teacher during acts of God, including but not limited to, damage to residence, weather conditions, and other circumstances over which the teacher has no control.

ARTICLE XVIII. CONTINUING EDUCATION

Section 1. Requirements

All teachers in the Devils Lake Public School District shall comply with the standards for continuing education as prescribed by the State of North Dakota.

All credits earned by certified teachers for either an increase in salary or contract renewal must be obtained from an accredited college of teacher education. All credits earned by vocational teachers of the same purposes shall be earned from an accredited vocational institution.

ARTICLE XIX. BALANCED CLASS SIZE

The Board will direct principals to make every attempt to have balanced class sizes within a grade level.

ARTICLE XX. NOON HOUR SUPERVISION

The Administration will explore the use of non-certificated personnel as assistants in noon hour supervision. In the event that non-certificated personnel are not available or feasible, the pay of those teachers required to be on duty will be \$15.00 per hour to be paid on the fraction of the hour worked.

ARTICLE XXI. DISCIPLINE

Corporal Punishment Policy

The Devils Lake Public School board believes that dignity and self-worth are integral components of the learning process and that corporal punishment as defined herein is counterproductive to these concepts.

The use of corporal punishment, defined as punishment inflicted on the body of a student in order to modify behavior, is not allowed. The use of any instrument such as a paddle or stick on a student is strictly prohibited. Corporal punishment does not include action taken by an employee for self-defense, protection of persons or property, or obtaining possession of a weapon or other dangerous object. The School Board recognizes that reasonable physical force may occasionally be necessary to guard the safety and well-being of students or employees.

The authority of school officials acting pursuant to school rules is applicable to student behavior on and off campus when relevant to any lawful mission, process, or function of the school. The school may prohibit any action which impairs, interferes with, or obstructs the missions, processes, and functions of the school. Any off-campus student activity which does not come within this test is beyond the power and the responsibility of school officials to regulate. The relationship of each off-campus student activity to the mission, process, or function of the school must be determined from the specific fact situation.

ARTICLE XXII. NEGOTIATIONS

Section 1. Time to Start the Collaborative Bargaining Process

Teachers and the Board agree to initiate the collaborative bargaining process during nonlegislative years no later than February 15. During legislative years, a start date will be mutually agreed upon. A goal date for completion of the collaborative process will be determined each year by the team.

Section 2. Tentative Agreements in Negotiations

When a tentative agreement is reached during a negotiations session, that agreement will be presented within the minutes for that session. The agreement will contain the precise language to be copied verbatim into the final agreement. Should the item be reconsidered, the minutes will show the changes in language as agreed before the final agreement is signed.

ARTICLE XXIII. NDEA INSTRUCTIONAL CONFERENCE

There will be no school activities scheduled during the NDEA Instructional Conference to allow teachers to attend said conference.

ARTICLE XXIV. JURY AND COURT DUTY

An employee may be granted leave of absence when serving on a jury or when subpoenaed by proper authority to appear as a witness for a Federal Government, the State of North Dakota, or a political subdivision thereof. The leave of absence shall be only for the duration of the court or jury duty.

The employee shall be granted time off with pay, less the amount of fees received for jury or court duty (which shall be turned into the Business Office at the Sports Center). Jury or court fees may be retained if the employee is on authorized personal leave or chooses to take a pay deduct.

Employees should inform the building administrator as soon as notice of jury or court duty is received and request time off in the usual manner.

2017-2018
CO-
CURRICULAR
SALARY
SCHEDULE

BASE	\$36,500.00					0.15	TYPICAL	POTENTIAL
		1	1.05	1.1	X 11+ YRS AMT	NUMBER	TOTAL	
		<u>1-5 YEARS</u>	<u>6-10 YEARS</u>	<u>11+ YEARS</u>	<u>16+ YRS/DLPS</u>	<u>HIRED</u>	<u>SALARY</u>	
0.165	HEAD--BB-2, FB, HK-2, WR, VB, TRACK	\$6,022.50	\$6,323.63	\$6,624.75	\$993.71	8	\$52,998.00	
0.145	HEAD--SP, CC, DRAMA, BASE, SOFT, DANCE *STRINGS, *9-12 INSTRUMENTAL/VOCAL MUSIC	\$5,292.50	\$5,557.13	\$5,821.75	\$873.26	8	\$46,574.00	
0.11	VAR ASSIST--BB-4,FB-3,HK-2,WR,TR-3,VB-2, BASE-3, SOFT-3, CC, DANCE	\$4,015.00	\$4,215.75	\$4,416.50	\$662.48	24	\$105,996.00	
0.08	9TH ATHLETIC COACHES--FB-2, BB-2, TR, VB, BASE- 2, SOFT-2, AST SPCH-VAR, AST DRAMA, *CMS 5-8 INSTRUMENTAL MUSIC, STUDENT CONGRESS *CMS 5-8 VOCAL MUSIC	\$2,920.00	\$3,066.00	\$3,212.00	\$481.80	15	\$48,180.00	
0.065	7-8TH ATH COACHES--BB-8,FB-4,WR,TR-4,VB- 4,BASE-2, SOFT-2, YRBK, ASSIST SPEECH-7TH/8TH	\$2,372.50	\$2,491.13	\$2,609.75	\$391.46	27	\$70,463.25	
0.05	ST. COUNCIL(2-HS & MS), HON SOC, 7-12 SCIENCE FAIRS, *NEWSPAPER, *DECA, *FBLA, *FCCLA, *FFA, *SKILLS USA	\$1,825.00	\$1,916.25	\$2,007.50	\$301.13	10	\$20,075.00	
0.038	DEPT CHAIRS-6, BUILDING LEVEL COMPUTER COOR-9 (MIN 1/SITE) *ELEMENTARY MUSIC (SPLIT/SITE--PV, SW, MH) *PEP BAND, ACADEMIC TEAM, RTI TEAM MEMBERS	\$1,368.75	\$1,437.19	\$1,505.63	\$225.84	35	\$52,696.88	
0.02	ADVANC ED CHAIRS-10 (2 MAX/DLHS, CMS,PV,SW,MH) ROTC COLORS/SEM, MENTORS(8), PROM ADVISOR, IVN or ON-LINE COURSES	\$730.00	\$766.50	\$803.00	\$120.45	33	\$26,499.00	
0.015	DUAL CREDIT, AP COURSE/SEMESTER	\$547.50	\$574.88	\$602.25	\$90.34	34	\$20,476.50	
0.01	7TH/8TH SPELLING BEE, 5TH/6TH SPELLING BEE, 7TH/8TH MATH COMP, SEN CLASS ADV, SADD, LEGO LEAGUE ADV,CHAR CTS,V OF D,VET PROG,COUR RET	\$365.00	\$383.25	\$401.50	\$60.23	10	\$4,015.00	
TOTAL							\$447,973.63	
TFFR & SOC SEC							<u>\$159,344.22</u>	
2017-18 TOTAL COST							\$607,317.84	
PAST YEAR TOTAL COST							\$570,544.99	
INCREASE							6.45% \$36,772.85	

*Contracted as as addendum to the teaching contract, rather than a separate co-curricular contract.

YEAR OF COACHING is Sport Specific at any level.

**DEVILS LAKE PUBLIC SCHOOL DISTRICT
SALARY SCHEDULE
2017-18**

Revised 5/3/17

District pays all of Teacher's Share of TFFR (11.75%)

	<u>B</u>	<u>B+16</u>	<u>B+32</u>	<u>B+48</u>	<u>M</u>	<u>M+16</u>	<u>M+32</u>	<u>PhD/EdD</u>
1	\$36,500.00	\$37,100.00	\$37,850.00	\$38,750.00	\$40,750.00	\$41,500.00	\$42,250.00	\$43,250.00
TFFR SAL	\$41,359.77	\$42,039.66	\$42,889.52	\$43,909.35	\$46,175.64	\$47,025.50	\$47,875.35	\$49,008.50
2	\$37,200.00	\$37,800.00	\$38,550.00	\$39,450.00	\$41,450.00	\$42,200.00	\$42,950.00	\$43,950.00
TFFR SAL	\$42,152.97	\$42,832.86	\$43,682.72	\$44,702.55	\$46,968.84	\$47,818.70	\$48,668.56	\$49,801.70
3	\$37,900.00	\$38,500.00	\$39,250.00	\$40,150.00	\$42,150.00	\$42,900.00	\$43,650.00	\$44,650.00
TFFR SAL	\$42,946.18	\$43,626.06	\$44,475.92	\$45,495.75	\$47,762.04	\$48,611.90	\$49,461.76	\$50,594.90
4	\$38,600.00	\$39,200.00	\$39,950.00	\$40,850.00	\$42,850.00	\$43,600.00	\$44,350.00	\$45,350.00
TFFR SAL	\$43,739.38	\$44,419.26	\$45,269.12	\$46,288.95	\$48,555.24	\$49,405.10	\$50,254.96	\$51,388.10
5	\$39,300.00	\$39,900.00	\$40,650.00	\$41,550.00	\$43,550.00	\$44,300.00	\$45,050.00	\$46,050.00
TFFR SAL	\$44,532.58	\$45,212.46	\$46,062.32	\$47,082.15	\$49,348.44	\$50,198.30	\$51,048.16	\$52,181.30
6	\$40,000.00	\$40,600.00	\$41,350.00	\$42,250.00	\$44,250.00	\$45,000.00	\$45,750.00	\$46,750.00
TFFR SAL	\$45,325.78	\$46,005.67	\$46,855.52	\$47,875.35	\$50,141.64	\$50,991.50	\$51,841.36	\$52,974.50
7	\$40,700.00	\$41,300.00	\$42,050.00	\$42,950.00	\$44,950.00	\$45,700.00	\$46,450.00	\$47,450.00
TFFR SAL	\$46,118.98	\$46,798.87	\$47,648.73	\$48,668.56	\$50,934.84	\$51,784.70	\$52,634.56	\$53,767.71
8	\$41,400.00	\$42,000.00	\$42,750.00	\$43,650.00	\$45,650.00	\$46,400.00	\$47,150.00	\$48,150.00
TFFR SAL	\$46,912.18	\$47,592.07	\$48,441.93	\$49,461.76	\$51,728.05	\$52,577.90	\$53,427.76	\$54,560.91
9	\$42,100.00	\$42,700.00	\$43,450.00	\$44,350.00	\$46,350.00	\$47,100.00	\$47,850.00	\$48,850.00
TFFR SAL	\$47,705.38	\$48,385.27	\$49,235.13	\$50,254.96	\$52,521.25	\$53,371.10	\$54,220.96	\$55,354.11
10	\$42,800.00	\$43,400.00	\$44,150.00	\$45,050.00	\$47,050.00	\$47,800.00	\$48,550.00	\$49,550.00
TFFR SAL	\$48,498.58	\$49,178.47	\$50,028.33	\$51,048.16	\$53,314.45	\$54,164.31	\$55,014.16	\$56,147.31
11	\$43,500.00	\$44,100.00	\$44,850.00	\$45,750.00	\$47,750.00	\$48,500.00	\$49,250.00	\$50,250.00
TFFR SAL	\$49,291.78	\$49,971.67	\$50,821.53	\$51,841.36	\$54,107.65	\$54,957.51	\$55,807.37	\$56,940.51
12	\$44,200.00	\$44,800.00	\$45,550.00	\$46,450.00	\$48,450.00	\$49,200.00	\$49,950.00	\$50,950.00
TFFR SAL	\$50,084.99	\$50,764.87	\$51,614.73	\$52,634.56	\$54,900.85	\$55,750.71	\$56,600.57	\$57,733.71
13	\$44,900.00	\$45,500.00	\$46,250.00	\$47,150.00	\$49,150.00	\$49,900.00	\$50,650.00	\$51,650.00
TFFR SAL	\$50,878.19	\$51,558.07	\$52,407.93	\$53,427.76	\$55,694.05	\$56,543.91	\$57,393.77	\$58,526.91
14		\$46,200.00	\$46,950.00	\$47,850.00	\$49,850.00	\$50,600.00	\$51,350.00	\$52,350.00
TFFR SAL		\$52,351.27	\$53,201.13	\$54,220.96	\$56,487.25	\$57,337.11	\$58,186.97	\$59,320.11
15		\$46,900.00	\$47,650.00	\$48,550.00	\$50,550.00	\$51,300.00	\$52,050.00	\$53,050.00
TFFR SAL		\$53,144.48	\$53,994.33	\$55,014.16	\$57,280.45	\$58,130.31	\$58,980.17	\$60,113.31

	<u>B</u>	<u>B+16</u>	<u>B+32</u>	<u>B+48</u>	<u>M</u>	<u>M+16</u>	<u>M+32</u>	<u>PhD/EdD</u>
16 TFFR SAL		\$47,600.00 \$53,937.68	\$48,350.00 \$54,787.54	\$49,250.00 \$55,807.37	\$51,250.00 \$58,073.65	\$52,000.00 \$58,923.51	\$52,750.00 \$59,773.37	\$53,750.00 \$60,906.52
17 TFFR SAL		\$48,300.00 \$54,730.88	\$49,050.00 \$55,580.74	\$49,950.00 \$56,600.57	\$51,950.00 \$58,866.86	\$52,700.00 \$59,716.71	\$53,450.00 \$60,566.57	\$54,450.00 \$61,699.72
18 TFFR SAL			\$49,750.00 \$56,373.94	\$50,650.00 \$57,393.77	\$52,650.00 \$59,660.06	\$53,400.00 \$60,509.92	\$54,150.00 \$61,359.77	\$55,150.00 \$62,492.92
19 TFFR SAL			\$50,450.00 \$57,167.14	\$51,350.00 \$58,186.97	\$53,350.00 \$60,453.26	\$54,100.00 \$61,303.12	\$54,850.00 \$62,152.97	\$55,850.00 \$63,286.12
20 TFFR SAL			\$51,150.00 \$57,960.34	\$52,050.00 \$58,980.17	\$54,050.00 \$61,246.46	\$54,800.00 \$62,096.32	\$55,550.00 \$62,946.18	\$56,550.00 \$64,079.32
21 TFFR SAL				\$52,750.00 \$59,773.37	\$54,750.00 \$62,039.66	\$55,500.00 \$62,889.52	\$56,250.00 \$63,739.38	\$57,250.00 \$64,872.52
22 TFFR SAL				\$53,450.00 \$60,566.57	\$55,450.00 \$62,832.86	\$56,200.00 \$63,682.72	\$56,950.00 \$64,532.58	\$57,950.00 \$65,665.72
23 TFFR SAL				\$54,150.00 \$61,359.77	\$56,150.00 \$63,626.06	\$56,900.00 \$64,475.92	\$57,650.00 \$65,325.78	\$58,650.00 \$66,458.92
24 TFFR SAL				\$54,850.00 \$62,152.97	\$56,850.00 \$64,419.26	\$57,600.00 \$65,269.12	\$58,350.00 \$66,118.98	\$59,350.00 \$67,252.12
25 TFFR SAL				\$55,550.00 \$62,946.18	\$57,550.00 \$65,212.46	\$58,300.00 \$66,062.32	\$59,050.00 \$66,912.18	\$60,050.00 \$68,045.33
26 TFFR SAL				\$56,250.00 \$63,739.38	\$58,250.00 \$66,005.67	\$59,000.00 \$66,855.52	\$59,750.00 \$67,705.38	\$60,750.00 \$68,838.53
27 TFFR SAL				\$56,950.00 \$64,532.58	\$58,950.00 \$66,798.87	\$59,700.00 \$67,648.73	\$60,450.00 \$68,498.58	\$61,450.00 \$69,631.73
28 TFFR SAL				\$57,650.00 \$65,325.78	\$59,650.00 \$67,592.07	\$60,400.00 \$68,441.93	\$61,150.00 \$69,291.78	\$62,150.00 \$70,424.93
29 TFFR SAL				\$58,350.00 \$66,118.98	\$60,350.00 \$68,385.27	\$61,100.00 \$69,235.13	\$61,850.00 \$70,084.99	\$62,850.00 \$71,218.13
30 TFFR SAL				\$59,050.00 \$66,912.18	\$61,050.00 \$69,178.47	\$61,800.00 \$70,028.33	\$62,550.00 \$70,878.19	\$63,550.00 \$72,011.33

GRIEVANCE PROCEDURE

DEFINITIONS:

Grievance: a formal written allegation by a grievant based upon an event or condition which affects the circumstances under which a teacher works.

Grievant: any non-management employee of the district who occupies a position requiring a state certification for teaching and for which the agreement makes provisions.

Day: any day in which the central administrative office of the district is open for business.

Immediate Supervisor: the lowest level administrator having line supervisory authority over the grievant who has been designated to adjust grievances.

INFORMAL LEVEL:

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor.

FORMAL LEVEL:

Level 1:

Within twenty (20) days after the discovery of the act or omission giving rise to the grievance, the grievant and/or representative must present his/her grievance in writing to his/her immediate supervisor.

This statement shall be a clear, concise statement of the circumstances giving rise to the grievance, the decision rendered at the informal conference, and the specific remedy sought.

The supervisor shall communicate his/her decision to the employee in writing within five (5) days after receiving the grievance.

Within the above time limits, either party may request a personal conference.

Level 2:

In the event the grievant is not satisfied with the decision at Level 1, he/she may appeal the decision to the Superintendent within five (5) days.

This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

The Superintendent or Acting Superintendent shall conduct an investigation into the allegations and shall communicate his/her decision within five (5) days after receiving the appeal. Either the grievant or the Superintendent may request a personal conference within the above time limits.

Level 3:

If the grievant is not satisfied with the decision at Level 2, he/she may, within five (5) days, appeal the decision to the School Board.

This statement shall include a copy of the original grievance and appeal, the decision rendered, and a clear, concise statement of the reasons for the second appeal. The grievant may appear before the board to present his/her grievance.

The board shall communicate its decision to the grievant within five (5) days following the next regularly scheduled board meeting. The decision of the board shall be final and no further procedure is available to the grievant within the provision of this agreement.

Such a resolution or decision shall be transmitted to the aggrieved person together with all supporting data, and a copy shall not be placed in the grievant's personnel file. The determination of the board shall be final.