

Leeds Public School District #6
2021-2022
NEGOTIATED AGREEMENT

The Sick Leave Bank will be done on a voluntary basis. Each participating employee will be given one chance to join or not upon beginning employment in the district.

When an employee leaves the system, his/her sick days will remain in the sick bank.

VI. PERSONAL LEAVE: teacher will receive 3 days annually accumulative to 6. District will pay \$100.00 per unused personal day that cannot be carried over to the next year.

VII. PROFESSIONAL LEAVE: may be used at the discretion of the administration

VIII. ND TFFR BENEFITS: Model 2 payment plan. Of the 11.75% owed from the TFFR member, the District shall pay 8.25% and the member shall pay 3.50% of the ND TFFR retirement salary.

IX. INSURANCE:

A. District will pay up to the full cost of a single health policy. This can be used for health insurance, \$10,000.00 basic life insurance, 75% of a single dental policy, or 50% of a single vision policy. Any cost over the cost of a single health insurance policy will be paid by the teacher/staff.

B. In lieu of option (a), the teacher may provide documentation of health insurance coverage through their spouse's health plan to receive a taxable cash benefit of \$2500.00.

X. SECTION 125 BENEFITS:

A. Premium Conversion

B. Flexible Benefits spending accounts: District will pay the cost of administering the plans

1. Medical spending account

2. Dependent care account

C. 403(b) -- May join a 403(b) annuity through Horace Mann

XI. LEAVE OF ABSENCE: A one year leave of absence without pay or benefits may be granted by the district to any instructor employed by the Leeds Public School for three years for education or other mutually agreeable purposes. If the person on leave returns then he/she shall return to his/her same or mutually agreed upon position. Instructors who wish to request a leave of absence shall be allowed to meet with the board for consideration before April 1st. Notice of intent to return must also be made before April 1st of the year the instructor on leave intends to return to active employment. The request for leave shall be acted upon by the district at the next regularly scheduled meeting of the Board of Education after the request has been made.

XII. HARD TO FILL POSITIONS: In the event the district does not attract a qualified applicant for a certified, the Board may seek to designate the position as a "hard to fill" position. The Board may attempt to fill the "hard to fill" position by paying mileage to a retired or part-time teacher. This article is subject to the following stipulation: a) the Superintendent and/or Board will bring the issue a "hard to fill" position to the attention of the LEA membership by contacting the local association bargaining team for their approval.

XIII. STAFF RESIGNATIONS AND REQUEST FOR RELEASE FROM CONTRACT: Leeds Public School recognizes that a teacher, who, once signed a contract and then requests release from the contract prior to the completion of the contract terms results in damages to the School District which are impractical or extremely difficult to actually ascertain. In an effort to fix compensation which bears a reasonable relationship to probable damages and which is not disproportionate to reasonable anticipated damages, the following sum shall be paid by a teacher requesting a release from contract which is approved by the Board.

According to Board Policy, this clause does not prohibit the Board from granting an unconditional request.

June 1 – June 30 --- 1% of contract base salary
July 1 – July 31 --- 3% of contract base salary
August 1 – end of term --- 5% of contract base salary

XIV. NON-DISCRIMINATION POLICY/GRIEVANCE PROCEDURES (AACA)

STATEMENT

The Leeds Public School District, in the County of Benson and State of North Dakota, supports the provisions of Title IX of the Educational Amendments of 1972, Title VI of the Civil Rights Act of 1963, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and IDEA which commit all schools to the elimination of discrimination on the basis of race, color, national origin, sex, age, marital status, and disability, in employment and in those programs and activities offered to its students. It is the express intent of the Leeds Public School District to provide equal opportunity for all students, free from limitations of race, color, national origin, sex, age, marital status, and disability.

This concept of equal opportunity will serve as a guide to the School Board, the administration, and staff in making decisions related to the employment of personnel, school facilities, curriculum, activities, and regulations affecting students and employees.

LOCATION OF POLICY

A copy of the Board policy is available for review in the administrative office.

COMPLAINT PROCEDURE

Any student, employee, or citizen who believes he or she has been discriminated against, denied a benefit or employment, or excluded from participation in a district education program or activity on the basis of race, color, national origin, sex or disability condition may file a written complaint with the compliance administrator or follow other procedures outlined in the Affirmative Action procedure below.

COMPLIANCE ADMINISTRATOR

The Compliance Administrator for these Board Policies is the Superintendent, P.O. Box 189, 530 1st Street SE, Leeds North Dakota 58346, and the telephone number is (701) 466-2461.

AFFIRMATIVE ACTION GRIEVANCE PROCEDURE

Any person who believes him/herself or any specific class of individuals to be subjected to discrimination in employment or in any of the programs or activities of the Leeds Public School District may file a complaint as follows:

1. COMPLAINT PROCEDURES

- a. An oral complaint may be informally filed with the immediate supervisor of a complaining employee

OR

- b. A formal written complaint may be filed with the appropriate principal in which the alleged discrimination occurred;

OR

- c. A formal written complaint may be filed with the district compliance officer who has been designated as the person responsible for coordinating the efforts of the Leeds Public School to comply with the Equal Opportunity Policy, including the investigation of complaints alleging noncompliance.

- d. If an oral complaint is filed as outlined above (a) or a formal written complaint is filed as outlined in (b) or (c) above, an investigation will be made by the appropriate person (immediate supervisor, principal, or coordinator) within a 30-day period following the complaint. The appropriate person, as outlined above, will submit a written report to the complainant outlining the results of the investigation. This report will either concur with the complainant that a violation exists or will state that the complaint is deemed without merit. If it is determined by the investigation that the complaint has merit, the written response will outline ways the deficiency will be corrected.

To be considered for investigation, any such complaint must have been filed within 180 days of the alleged occurrence of discrimination. Any person lodging an informal, oral complaint reserves the right to file a formal written complaint within 60 days of filing the oral complaint. Further, a formal written complaint must be filed as outlined in (b) or (c) above, prior to the filing of an appeal as outlined below:

2. FORMAL APPEAL PROCEDURES

- a. Grievance

When a formal written complaint has been filed and the complainant has received a response from the appropriate person outlined above, and the complainant believes the

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rejection of the complaint or the remedies suggested are not equitable, the complainant may, within 30 days of the filing of the original complaint, file a formal written appeal. Such appeal should be filed with the Business Manager of the School Board of the Leeds Public School or with the State Department of Public Instruction. Upon receipt of an appeal, a date shall be fixed for a hearing to be held not less than 20 days after the receipt of the appeal. Both the School Board and the complainant shall have right to:

- 1) Be represented by council
- 2) Introduce all relevant evidence on the issue.
- 3) Take direct testimony of any witnesses, given orally under oath or affirmation.
- 4) Question witnesses on any matter material to the proceedings for purposes of clarification of their testimony.
- 5) Have the proceeding transcribed by a court reporter, at the expenses of the party requesting such transcript

A decision shall be made at the hearing and reported in written to all parties within thirty (30) days of the hearing. The decision of the Board shall be final

Any employed or student of the Leeds Public School shall be entitled to submit any complaint of alleged discrimination on the basis of sex or disabling condition, directly to the Regional Office for Civil Rights of the United States Department of Human Services by sending said complaint to:

Office for Civil Rights
10220 N Executive Hills Blvd 8th Floor
Kansas City, Missouri 64153-1367
Telephone: (816) 880-4202
TDD: (816) 891-0582
Fax: (816) 891-0644

In addition to the above specified procedural rights, the provisions applicable to Title VI of the Civil Rights Act of 1964 as found at 34 CFR sections 100.6 – 100.11, 34 CFR Part 101, 45 CFR sections 80.6 – 80.11, and 45 CFR Part 81 are also made applicable to Formal Appeals under Title IX.

b. Due Process

In the event of a complaint involving a person who needs or is believed to need special instruction or related services because of a disability, the parent/guardian may request an impartial dues process hearing. The request for a hearing must be made in writing to the School Board of the Leeds Public School District. Opportunities for informal conferences

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under the usual appeal procedures within the district will be made available to the parent/guardian in order to resolve the conflict in an amicable manner.

- 1) Upon receipt of the request for a hearing the Board shall make a formal request to the North Dakota Office of Administrative Hearings for a list of three persons whose names appear on the state register of qualified hearing officers. The name of a person will not be included if there is a personal or professional conflict with his/her objectivity in the case.
- 2) Within five calendar days from the receipt of the list of hearing officers, the parent/guardian and/or the school district may delete one name from the list.
- 3) The school district shall designate a hearing officer for the hearing from the remaining names and immediately notify all parties of such determination.
- 4) The notification sent to the parent/guardian shall be accompanied by a written notice informing the parent/guardian of the right to request the attendance at a hearing of any personnel who may have testimony relevant to the needs, abilities, proposed programs, or status of the student, the rights of access by the parents to all relevant school records and documents, and the availability of any low-cost or free legal or relevant support services in the area in which the parent/guardian resides.
- 5) The hearing shall be scheduled at a time and place, which is mutually convenient to the parent/guardian and the district.
- 6) The hearing officer may meet with the parties in order to attempt to arrive at a voluntary resolution of the matter in dispute before the commencement of the hearing.
- 7) In the event that a voluntary resolution of the dispute cannot be achieved, a hearing shall be conducted in accordance with established procedures. If the primary language of the parent/guardian is other than English, or if the parent or guardian is either blind or deaf, an interpreter or reader shall be provided. All hearings shall be conducted in locations fully accessible to persons with disabilities.
- 8) Either party to the hearing shall have the right to be accompanied and advised by counsel and by individuals with special knowledge or training with respect to the area of the issue at hand. If the parent/guardian retains counsel, counsel will also represent the Board.
- 9) Either party to the hearing has the right to present evidence, confront and cross-examine any compel witnesses; and prohibit the introduction of any evidence at the hearing, which has not been disclosed to that party at least five (5) days before the hearing.

- 10) If requested by the parent/guardian, the hearing shall be open to the public. Specific individuals may also be permitted to attend the hearing at the request of the parent/guardian.
- 11) A tape recording or other verbatim record of the hearing shall be made by the district. Upon request, the parent/guardian shall have the right to obtain a copy of the record of the proceedings.
- 12) Following the close of the hearing, a decision, which states concisely and explicitly the findings of facts and conclusions of law will be sent by certified mail to, the parties involved. The decision for the hearing officer is final unless either party appeals the decision through the court system. As appropriate, the hearing decision will be written in English and in the primary language of the parent/guardian if other than English, and, where appropriate, will be transcribed in Braille or tape-recorded for a parent/guardian who is visually impaired or blind.
- 13) During these proceedings, the child shall remain in his/her present placement unless the parties agree otherwise. While the placement may not be charged, this does not preclude the district from using its normal procedures for dealing with a child who is endangering him/herself or others.
- 14) If the complaint involves an application for initial admission of a child to a public school the child, with the consent of the parents, shall be placed in the public school program until the completion of all administrative and judicial proceedings.
- 15) A final decision shall be reached in the hearing and a copy of the decision will be mailed to each of the parties in the dispute not later than 45 days after the receipt of the request for the due process hearing. A hearing officer may grant specific extensions beyond the 45 days at the reasonable request of either party.

XIV: HARRASSMENT POLICY: (ACEA)

The Leeds School District prohibits any form of harassment as defined below on district property including, but not limited to, on district computer networks, in district vehicles, through the on-campus use of an electronic device, and at school-sponsored events. The District also prohibits harassment off school premises when an electronic device use causes or is reasonably predicted to cause substantial or material disruption to the educational environment. The forms of harassment can be executed between any combination of students, teachers, administrators, board members, and other employees of the district.

A. Definitions

In general, harassment means persistent and unwelcome conduct or actions on any of the bases underlined above. Sexual harassment is one type of harassment and includes unwelcome sexual advances, unwelcome physical contact of a sexual nature or unwelcome verbal or physical conduct of a sexual nature.

- Unwelcome verbal or physical conduct of a sexual nature includes, but is not limited to:
 - The repeated making of unsolicited, inappropriate gestures or comments;
 - The display of offensive sexually graphic materials not necessary for our work;

- Harassment on any basis (race, sex, age, disability, etc.) exists whenever:
 - Submission to harassing conduct is made, either explicitly or implicitly, a term or condition of an individual's employment.
 - Submission to or rejection of such conduct is used as the basis for an employment decision affecting an individual.
 - The conduct interferes with an employee's work or creates an intimidating, hostile or offensive work environment.

Employees or students found to be in violation of this policy shall be subject to disciplinary action up to and including termination or expulsion, in accordance with policy and law. District employees who fail to report suspected or known prohibitions under this policy shall be subject to disciplinary action up to and including termination of employment .

A school employee or student who is a victim or witness of harassment should immediately report this behavior to a school administrator. Written anonymous complaints shall be investigated but shall only be responded to according to extent the complaint is substantiated if the District has authority to respond. School staff members are required to report suspected or known incidents/reports of harassment in accordance with the formal reporting procedure below.

B. Reporting Procedure

Any employee or student who believes he or she is being harassed, or any employee, who becomes aware of harassment, should promptly notify the superintendent. If the employee believes that the superintendent is the harasser, the president of the school board should be notified. If an employee is uncomfortable discussing harassment with the superintendent, the employee should contact the business manager. Information on your right to file a state or federal harassment complaint is also available from the business manager.

Upon notification of a harassment complaint, a confidential and impartial investigation will be promptly commenced and will include direct interviews with involved parties and where necessary with employees or students who may be witnesses or have knowledge of matters relating to the complaint. The parties of the complaint will be notified of the findings and their options.

XV: COMPLAINTS POLICY (KAC)

Constructive criticism of the schools is welcomed by the Leeds Public School Board whenever it is motivated by a sincere desire to improve the quality of the educational program or to equip the schools to do their tasks more effectively. The Board has however, confidence in its professional staff and desires to support their actions in order that they are free from unnecessary, spiteful, or negative criticism and complaint. Therefore, whenever a complaint is made directly to the Board as a whole or to

a board member as an individual, it will promptly be referred to the Superintendent for processing at the lowest level of authority possible. The administrator will follow the procedure as outlined below.

- 1) Complainant will be asked to fill out a formal complaint form.
- 2) The Administrator will investigate the complaint.
- 3) If the complaint concerns employees, the Administrator will schedule a meeting of the employee, the complainant, and the supervisor if deemed appropriate.
- 4) If the complaint concerns employees, the Superintendent will promptly notify the employee if the complaint is to be placed in the employee's file.
- 5) The Administrator will provide a response to the complainant within 15 days of the receipt of the formal complaint.

As with all complaints, complaints about personnel are encouraged to be resolved at the lowest level of authority. Therefore, the complainant will be directed to speak with the individual employee as the first step. If, due to the circumstances of the complaint, it is not deemed appropriate for direct contact with the employee, the above procedure will be followed.

If the complaint is concerning an issue with the Superintendent or Business Manager, a patron may refer the complaint to the School Board President who will follow the same procedure as described above.

If either party is not satisfied with the handling of the complaint, the matter can be appealed to the Superintendent (if the direct supervisor is not already the Superintendent) for final resolution.

If all other remedies have been exhausted, and a non-personnel related complaint has not been satisfactorily resolved, the complainant may request the matter be placed on the agenda of the next regular meeting of the Board. The complaint shall be presented in writing and included in the agenda material provided to the Board prior to the meeting. Generally all parties involved, including the administrator(s), shall be asked to attend such a meeting for purposes of presenting additional facts, making further explanations, and clarifying the issues.

Anonymous complaints provide no avenue for response or redress of the complaint. Therefore, it will be the policy of this board that anonymous complaints shall not be pursued. Any unsigned complaint will not be read or acted upon at any meeting of the board and anonymous telephone complaints will not be brought to the board by any individual board member, administrator, or other employee. Further, the administration will not act on any anonymous complaint

The Board will not consider or act upon complaints that have not been explored at the appropriate administrative level or complaints for which specific resolution procedures have been established that do not include Board review. If the Board decides to hear the complaint, the Board shall make a decision, which shall be sent to all interested parties. If the decision alters policy, the procedure for suspending, amending, or adopting policy shall be followed. Complaints concerning personnel will be

heard only in accordance with applicable statutes, particularly NDCC 15.1-15-05 through 15.1-15-10.
“Non-Renewal Hearings.”

Prohibition: Retaliation

Leeds Public Schools will not tolerate any form of reprisal, retaliation, or discrimination against an employee, district contractor, district agent, student and/or community member because s/he, in good faith files a complaint against the District (or a district employee, contractor, or agent) under this policy. Furthermore, the District will not tolerate any form of reprisal, retaliation, or discrimination against an employee, district contractor, district agent, student and/or community member because s/he participates in an investigation, hearing, or inquiry related to this policy.

Prohibition: False Claims

The District may take appropriate disciplinary action against a district employee, contractor, student, and/or other district agent and/or may take legal action against anyone who knowingly gives a false complaint under this policy or a false claim of reprisal, retaliation, or discrimination under this policy.

Leeds Public School District #6
Salary Schedule
2021-2022

STEP	B.S.	Graduate, 8 Sem. Hr	Graduate, 16 Sem. Hr	Graduate, 24 Sem. Hr	Graduate, 32 Sem. Hr	Masters	Masters 8 Sem Hr
1	\$ 38,850.00	\$ 39,350.00	\$ 39,850.00	\$ 40,350.00	\$ 40,850.00	\$ 41,850.00	\$ 42,350.00
2	\$ 39,375.00	\$ 39,875.00	\$ 40,375.00	\$ 40,875.00	\$ 41,375.00	\$ 42,375.00	\$ 42,875.00
3	\$ 39,900.00	\$ 40,400.00	\$ 40,900.00	\$ 41,400.00	\$ 41,900.00	\$ 42,900.00	\$ 43,400.00
4	\$ 40,425.00	\$ 40,925.00	\$ 41,425.00	\$ 41,925.00	\$ 42,425.00	\$ 43,425.00	\$ 43,925.00
5	\$ 40,950.00	\$ 41,450.00	\$ 41,950.00	\$ 42,450.00	\$ 42,950.00	\$ 43,950.00	\$ 44,450.00
6	\$ 41,475.00	\$ 41,975.00	\$ 42,475.00	\$ 42,975.00	\$ 43,475.00	\$ 44,475.00	\$ 44,975.00
7	\$ 42,000.00	\$ 42,500.00	\$ 43,000.00	\$ 43,500.00	\$ 44,000.00	\$ 45,000.00	\$ 45,500.00
8	\$ 42,525.00	\$ 43,025.00	\$ 43,525.00	\$ 44,025.00	\$ 44,525.00	\$ 45,525.00	\$ 46,025.00
9	\$ 43,050.00	\$ 43,550.00	\$ 44,050.00	\$ 44,550.00	\$ 45,050.00	\$ 46,050.00	\$ 46,550.00
10	\$ 43,575.00	\$ 44,075.00	\$ 44,575.00	\$ 45,075.00	\$ 45,575.00	\$ 46,575.00	\$ 47,075.00
11		\$ 44,600.00	\$ 45,100.00	\$ 45,600.00	\$ 46,100.00	\$ 47,100.00	\$ 47,600.00
12		\$ 45,125.00	\$ 45,625.00	\$ 46,125.00	\$ 46,625.00	\$ 47,625.00	\$ 48,125.00
13		\$ 45,650.00	\$ 46,150.00	\$ 46,650.00	\$ 47,150.00	\$ 48,150.00	\$ 48,650.00
14			\$ 46,675.00	\$ 47,175.00	\$ 47,675.00	\$ 48,675.00	\$ 49,175.00
15			\$ 47,200.00	\$ 47,700.00	\$ 48,200.00	\$ 49,200.00	\$ 49,700.00
16				\$ 48,225.00	\$ 48,725.00	\$ 49,725.00	\$ 50,225.00
17				\$ 48,750.00	\$ 49,250.00	\$ 50,250.00	\$ 50,750.00
18					\$ 49,775.00	\$ 50,775.00	\$ 51,275.00
19					\$ 50,300.00	\$ 51,300.00	\$ 51,800.00
20					\$ 50,825.00	\$ 51,825.00	\$ 52,325.00
21					\$ 51,350.00	\$ 52,350.00	\$ 52,850.00
22					\$ 51,875.00	\$ 52,875.00	\$ 53,375.00
23					\$ 52,400.00	\$ 53,400.00	\$ 53,900.00
24					\$ 52,925.00	\$ 53,925.00	\$ 54,425.00
25					\$ 53,450.00	\$ 54,450.00	\$ 54,950.00
26					\$ 53,975.00	\$ 54,975.00	\$ 55,475.00
27					\$ 54,500.00	\$ 55,500.00	\$ 56,000.00
28					\$ 55,025.00	\$ 56,025.00	\$ 56,525.00
29					\$ 55,550.00	\$ 56,550.00	\$ 57,050.00
30					\$ 56,075.00	\$ 57,075.00	\$ 57,575.00

Requirements to receive next increment : 4 semester hours every 5 years.

Requirements to receive Master's lane increment: A valid North Dakota teaching certificate must indicate the teacher has gained a Master's degree

Non-graduate hours to count on horizontal lane change with prior approval from board and/or administration.

Experience from other teaching positions is transferable to actual step and lane, provided such experience was in a PK-12 classroom and such experience was gained while holding a valid PK-12 teaching license.

Overload : HS - \$200 annually per class period taught over 3 preps, as defined by administration.

Class period is defined as a standard class which meets 5 days a week for 47 minutes per day.

Classes which meet less than that will be pro-rated for purposes of this section.

Overload: Elementary - \$200 annually per combined class. A class is defined as one core subject session the teacher is involved in teaching "combined" classes. This does not apply to vocal music classes, physical education, or any other class in which additional preparation time is not required.

Covering another class: \$10.00 per period, when done by a teacher during his/her scheduled prep or free time.

Education Incentive: \$400.00 per educator for educational courses to be paid on completion of course

or September 1 for summer hours. (Tuition, books, and other approved expenses)

Leeds Public School District #6

Salary Schedule

Noon Lunch: The district will pay for all certified teachers. 2021-2022

Ticket taking: \$25.00 per session (preliminary game & 1/2 of varsity game)

Covering another class: \$10.00 per period, when done by a teacher during his/her scheduled prep or free time.

PAYROLL: Paid bi-monthly on the 15th and last day of each month beginning on August 31.

Teachers will be required to attend four in-service days designated by the administration as part of a 184 day contract. Teachers are not required to work during ND United conference in October if school is not in session.

EXTRA-CURRICULAR/CO-CURRICULAR positions have the right to negotiate with the Leeds School Board individually, unless school is entered into a cooperative agreement.

Salary schedule and master agreement was negotiated and agreed upon on April 20, 2020.

BOARD PRESIDENT _____ Date: _____

LEA REPRESENTATIVE _____ Date: _____

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