

**PROFESSIONAL NEGOTIATION AGREEMENT
THE VELVA SCHOOL BOARD AND THE VELVA EDUCATION ASSOCIATION
JULY 1, 2017 TO JUNE 30, 2019**

I. Representative Organization

- 1) The district hereby recognizes the Association as the representative organization of the teachers employed by the District.
- 2) The Association shall have the right to use school facilities and equipment, including typewriters, computers, duplication equipment, calculators and any type of audio-visual equipment for its business at reasonable times and when such equipment is not otherwise in use. The District may charge the Association a reasonable cost for any materials and supplies incident to use.
- 3) The Association shall have the right to use the District mail service and teacher mailboxes for communication to educators.
- 4) The rights and privileges granted by the provision of the agreement shall be granted only to the Association and to no other organization during the term of this agreement.

II. Terms of Agreement

- 1) The District and the Association agree that in the event of a shortfall in foundation aid, or in the event of an unexpected increase of foundation aid in the second year of a 2-year contract, contract negotiations may be reopened.
- 2) The terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties and the terms of the agreement shall not be altered, changed, added to, deleted from, or modified without mutual consent of the parties, in writing, and incorporated into this agreement.
- 3) This agreement shall constitute District policy and be considered part of the established policy of the District.
- 4) Any contract between the District and an individual teacher shall be expressly subject to the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, the agreement shall be controlling.
- 5) Should any section or clause of this agreement be declared illegal by a court of competent jurisdiction, said section or clause shall thereby be deleted from this agreement to the extent that it violates the law, and the remaining sections and clauses shall remain in full force and effect.

III. Negotiating Procedure

1) Representation

Meetings shall be composed of the negotiating committees of the District and the Association, each of whom shall designate not more than 5 members. The superintendent may be called upon at the request of either committee. The District shall provide a clerk to keep official minutes, which shall be initialed by the chairman of both committees.

2) Requests

Request for meetings by the Association will be made directly to the Superintendent, or to the chairman of the Board negotiating committee, if one has been appointed. Request for meetings by the District shall be made directly to the President of the Association. Request for meetings shall contain the reason for the request. A mutually convenient meeting date will be set and agreed upon by both parties. Meetings shall be scheduled to interfere the least with school activities.

3) Meetings

Length of meetings shall be set by mutual agreement of both the District and the Association committee and shall be open to the public. Both District and Association committee shall have the right to caucus at any time.

4) Reports

Either party may issue periodic progress reports to their respective groups.

5) Items of Mutual Agreement

When agreement is reached, it shall be reduced to writing, and, when approved by the Association and District, shall be incorporated into this contract, and shall become part of the official minutes of the District and Association.

6) Impasse

If any impasse is reached during negotiations, either the District or Association may request the service of the Fact Finding Commission, which is provided for in the law of the State of North Dakota, who shall be notified as is provided by law.

7) Duration

The procedure shall remain in effect from year-to-year unless otherwise amended.

IV. Duration

This negotiated agreement will automatically be renewed and continue in full force and effect for additional periods of one year unless either the Board or the Association gives written notice to the other of its desire to reopen this agreement and to negotiate over terms of a successor agreement. Written notice to reopen negotiations must be submitted on or before March 1st.

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I. TEACHER EMPLOYMENT

a. PHYSICAL EXAMINATIONS

The district will pay twenty-five dollars (\$25.00) on physicals. Physicals must be submitted to the office by the last day of the school year. Bus driver's physicals will be paid in full.

b. CONTRACTS

i. Contracts must be returned to the Superintendent fourteen (14) days after postmark date. A fifteen (15) day extension may be granted upon request and approval of the Board of Education.

ii. Should a teacher breach his or her contract, the School Board may impose liquidated damages. No liquidated damages occur prior to July 1st. After which the District may impose liquidated damages as follows:

July 1-Start of School = \$1,000.00

After Start of School = \$2,000.00

iii. Teachers will receive their daily rate of pay for any days beyond the requirements outlined in the North Dakota Century Code.

iv. Combination classrooms will have first priority in the selection of students. Any elementary teacher with a combination classroom will receive an additional \$3,000.00 in compensation.

v. The district will pay 100% of TFFR. This includes both the employer and employee side.

c. PAY PERIOD

i. Teachers will be paid on the 15th and the last day of the month. If the 15th or last day of the month falls on a weekend or during vacation, teachers will be paid on the last working day prior to the 15th or the last working day of the month

ii. Teachers may choose to be paid on a nine (9) or twelve (12) month pay period.

iii. Those personnel on a nine (9) month pay period will receive their final check upon completion of the year-end duties.

iv. Those electing a twelve (12) month pay period will have an election form included in their contract to be filed by the Business Manager in the fall.

v. Those personnel on a twelve (12) month pay period will receive their summer checks before the 1st day of June.

d. SUBSTITUTE PAY

i. Educators will receive \$15.00 for a 45-minute period for subbing within the district during the teacher's prep time.

II. LEAVE BENEFITS

a. SICK AND MATERNITY LEAVE

Twelve (12) days a year, accumulative to one hundred twenty (120) days. A doctor's statement may be required. The twelve days a year may be used for family illness (spouse, children, mother, father, brothers, sisters, grandparents, from one's own family or spouses family).

b. PROFESSIONAL LEAVE

- i. In-School leave: Professional Leave can be granted with Administration approval. Any leave requiring more than 2 days per event must have Board approval.

c. PERSONAL LEAVE

Three (3) days of personal leave will be allowed each year. This leave will be cumulative to five (5) days. Definition of Personal Leave: Personal Leave is a privilege and not required policy that the administration must grant at any time. The respective principal will determine whether personal leave is granted on an individual basis. Educators may sell back to the district any or all unused personal leave at the substitute teacher pay rate.

d. FUNERAL LEAVE

Funeral leave for an immediate family member (spouse, children, mother, father, brothers, sisters, grandparents, or like in-law) will be deducted from sick leave.

e. PARENTHOOD LEAVE

- i. In compliance with FMLA (Family Medical Leave Act), educators will be granted up to twelve (12) weeks for maternity, paternity, and/or adoption leave, which will be deducted from sick leave.
- ii. In the event that both parents are employed by the district, each parent may take up to six (6) weeks consecutively or twelve (12) weeks for one parent.

f. LEAVE WITHOUT PAY

- i. The District will consider each individual request for approval or disapproval.

g. SICK LEAVE

The district will pay ten (\$10.00) per day accumulated sick leave to educators who taught in the system three (3) years or more, up to a maximum of one hundred twenty (120) days when leaving the system. Upon retirement the district will pay the retiring educator twenty-five (\$25.00) per day accumulated sick leave up to a maximum of one hundred twenty (120) days.

h. SABBATICAL LEAVE

The sabbatical leave will be available upon request of the educator. The educator will be rehired upon his/her return if the position or a similar position is open. A more binding contract for sabbatical leave may be negotiated with the District.

i. PART TIME LEAVE AND BENEFITS

All leave days and fringe benefits will be pro-rated based according to the length of the contract.

III. SICK LEAVE BANK

The Sick Leave Bank shall be available to all certified staff that qualifies for accumulated sick leave. The purpose of the bank shall be to compensate employees in the event their regular accumulated sick leave days are exhausted due to catastrophic illness or injury or complicated maternity.

a. QUALIFICATIONS

Each certified staff may invest 1 day at the beginning of each school year but must donate at least 1 day in the 1st two (2) years of employment to be eligible for the sick bank. Donated days will first be received at the beginning of the school year from certified staff that has not previously donated. The bank will be capped at 250 days.

b. APPLICATION

- i. All sick leave days accumulated by the individual must be exhausted before requesting days from the Sick Leave Bank.
- ii. Application must be in writing and shall be given to the Sick Leave Bank Committee for consideration. A medical doctor's note must accompany all applications. The application must request a specific number of days.
- iii. Teachers may request additional days if the original request is depleted.
- iv. Use of the Sick Leave Bank will be limited to 30 days per staff member per contract year.

c. COMMITTEE

- i. 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 a proper balance based on the guidelines, and provide reasonable assurance that the Sick Leave Bank is not abused.
- ii. The Sick Leave Bank Committee shall consist of a representative of the Velva Education Association, a representative of the Velva Board of Education, and the Superintendent of the District.
- iii. All decisions by the Sick Bank Committee will be based on a majority vote of said committee.

IV. STAFF REDUCTION POLICY

The board shall have the sole right to determine the necessity for and scope of a reduction in force for reasons including, but not limited to, lack of funds, uncertainty of funds, declining enrollment, or other reasons of necessity.

Here under, and limited to the process of staff reduction only, no professional staff member will be non employed while qualified and certified for a position held by a person temporarily or not fully certified by the Education Standards and Practice Board.

This policy provides that the Board, based upon data submitted by the superintendent, identifies student needs, priority of programs or areas, and elimination or reduction of programs or areas for staff reduction without regard to individual members of the staff. When programs or areas are to be reduced or eliminated, staff currently assigned to said programs or areas shall be subject to non-renewal. A program is an organizational plan designed to accomplish a predetermined set of objectives, such as but not limited to, elementary grades (K-6), secondary grades (7-12), vocational, Title programs, special education, library/media services, counseling services, music, physical education, adult education or community education. An area shall be defined as the resultant of a classification process relying on state licensure or accreditation requirements (i.e. math, English, history...etc.).

Criteria

The Superintendent shall recommend teacher(s) for reduction in force in the order of the following criteria:

1. Attrition, including retirements and resignations
2. When teachers within the same area of licensure are deemed to be of equal adaptability the Board shall retain the teacher with superior academic and professional preparation beyond minimum licensure requirements in his/her teaching field. Licensure, credentials, advanced hours, advanced degrees, certifications and endorsements shall serve as measures of superior academic and professional preparation.
3. The Board shall retain teachers with the greatest adaptability to meet the present and future district staffing and educational needs, both curricular and extracurricular.
4. When teachers are deemed to be of equal adaptability and have equal academic and professional preparation with the teaching fields, the Board shall retain the teacher who has taught in the District for the greater period of time.

Notices & Hearing

If a decision is made to reduce the teaching staff, any teacher affected thereby shall be given such notice and hearing as may be required by law.

Recall Rights

Any teacher who is nonrenewed under the provisions of this policy may request and shall be given consideration for teaching vacancies for which said teacher is qualified and which occur within 12 months after receipt of written notice of the nonrenewal decision. It shall be the sole responsibility of said teacher to provide the District with a current address. Any teacher who is offered re-employment hereunder and fails to accept the same with fifteen days after it is offered shall be deemed to have rejected said offer and shall forfeit all future recall rights if an offer of equal employment is rejected

V. SALARIES

2017-18: Base salary for new hire: \$38,000

2018-19: Base salary for new hire: \$38,500

2017-18: Returning teachers receive \$800 increase

2018-19: Returning teachers receive \$1350 increase

BS+8	BS+16	BS+24	BS+32	BS+40	MS	MS+8	MS+16	MS+24	MS+32
+500	+500	+500	+500	+500	+1,000	+500	+500	+500	+500

Teachers entering the Velva Public School will be placed on the new teacher matrix under the lane in which they have the number of corresponding graduate credits. In addition, new teachers will receive \$500 for each year of experience not to exceed 20 years.

Any returning teacher with the same or more experience and the same or more educational credentials as that of a new hire, whose salary falls below that of a new hire, will have his/her salary adjusted to the level of the new hire.

VI. INSURANCE

- a. Hospital, Medical, Supplemental: The District will pay 50% of the premium on a Family Policy.
- b. The District will pay 95% of a Single Policy Premium. The District will pay 95% of the Single Policy on a Single Plus Policy or 50% of a Single Plus, whichever is greater.
- c. If the District employs both spouses, one spouse will receive ½ of the premium and the other spouse will receive 95% of a Single Policy.
- d. Teachers that do not take health insurance through the District Group Plan are eligible to receive \$1500.00 that is to be used for supplemental insurance.

VII. COACHES CLINIC

- a. Coaches will receive a \$100.00 stipend and 1 professional day for attending clinics for their perspective sport. Funds will be taken from the activity fund and must be approved by the Athletic Director.
- b. The head coach of any sport may use their professional day and stipend to attend a regional or state tournament in their sport in which they coach.

VIII. FURTHER SCHOOLING

a. REIMBURSEMENT

- i. Reimbursement shall be \$1000 per eight (8) semester hours.

- ii. An Educator may receive \$2000.00 per 8 hours for credits pursuant to a declared advanced degree. The educator must have graduate credits in a current occupation in the Velva Public School District. In order to qualify, the teacher must sign and agree to remain in the Velva Public School District for a period of 3 years after receiving their degree or must pay back Velva Public School 50% of the reimbursement given on graduate credits.
- iii. Reimbursement will be made in September when the Superintendent receives proof of credit. House must be completed before the beginning of the school year to be applicable.

b. LANE CHANGES

In order to move from one lane to the next, an instructor must have continuing education hours at the graduate level. Hours must be completed before the beginning of the school year to be applicable.

EXTRA-CURRICULAR PAY: See the attached sheet. When two junior high coaches are needed each will receive 6%, when only one coach is needed they will receive 7%.

BUS DRIVING: Coaches will receive \$35/trip plus \$.20/mile for driving for their perspective sport/activity.

ATHLETIC FIELD MAINTENANCE: Flat fee for annual maintenance: Football Field \$1,200.00. Softball and Baseball Field \$500.00

Extra-Curricular Scale

Extra-curricular pay will be based on the negotiated base salary and the attached schedule and will be in accordance with the consecutive years in that particular activity in the system. Administrative change from one activity to another will carry the consecutive years to the new activity. The changes downward in rate will be negotiated by the individual involved, head coach in that activity, and the administration.

Head Football	11		Athletic Director	11
1st Asst. Football	8.5		Golf	6
2nd Asst. Football	6.5		Cross Country	6
JH Football	6		Cheerleader Advisor	8
Head Basketball	11		FCCLA	8
1st Asst. Basketball	8.5		Asst. FCCLA	4.5
2nd Asst. Basketball	6.5		FBLA	8
JH Basketball	7		Asst. FBLA	4.5
Youth Basketball	4.5		FFA	8
Head Wrestling	11		Jr. Class Advisor	8
1st Asst. Wrestling	8.5		Speech	8
Youth Wrestling	6		Asst. Speech	4.5
Head Volleyball	11		Instrumental Music	11
1st Asst. Volleyball	8.5		Vocal Music	6
2nd Asst. Volleyball	6.5		Drama	\$800/1 Act \$1000/3 Act
JH Volleyball	7		Math Count	1.5
Head Track	8.5		Science Olympiad	3
Asst. Track	6		Yearbook	8
Head Baseball	8.5		Acalympics	1.5
Asst. Baseball	6.5			
Head Softball	8.5			
Asst. Softball	6			

Years			Experience	Schedule						
Exp.	1.50%	3.00%	4.50%	5.00%	6.00%	6.50%	7.00%	8.00%	8.50%	11.00%
0	0.015	0.03	0.045	0.05	0.060	0.065	0.07	0.08	0.085	0.11
1	0.01575	0.0315	0.04725	0.0525	0.063	0.06825	0.0735	0.084	0.08925	0.1155
2	0.0165	0.033	0.0495	0.055	0.066	0.0715	0.077	0.088	0.0935	0.121
3	0.01725	0.0345	0.05175	0.0575	0.069	0.07475	0.0805	0.092	0.09775	0.1265
4	0.018	0.036	0.054	0.06	0.072	0.078	0.084	0.096	0.102	0.132
5	0.01875	0.0375	0.05625	0.0625	0.075	0.08125	0.0875	0.1	0.10625	0.1375
6	0.0195	0.039	0.0585	0.065	0.078	0.0845	0.091	0.104	0.1105	0.143
7	0.02025	0.0405	0.06075	0.0675	0.081	0.08775	0.0945	0.108	0.11475	0.1485
8	0.021	0.042	0.063	0.07	0.084	0.091	0.098	0.112	0.119	0.154
9	0.02175	0.0435	0.06525	0.0725	0.087	0.09425	0.1015	0.116	0.12325	0.1595
10	0.0225	0.045	0.0675	0.075	0.09	0.0975	0.105	0.12	0.1275	0.165

Velva School Board President:

Velva Education Association President:
