

NEGOTIATED AGREEMENT

2021-2023 School Years

Sheyenne Valley Special Education Unit And Sheyenne Valley Education Association

1. Salary Payments

The teachers may have an option at the beginning of each new year regarding salary payments. Options are:

- a. Twelve-month basis with balloon payment of June, July and August salary be paid at the end of June.
- b. Nine-month basis – 1/9 payable each month September through May.

2. Pay Day

Pay day shall be the 22nd of each month, except when a pay day falls during a school holiday, vacation or weekend, at which time teachers will receive their checks on the last working day preceding such holiday, vacation or weekend.

3. Payroll Deductions

Payroll deductions will include all legal, mandatory deductions. Any further deductions shall be made with Board approval.

4. Sick Leave

A minimum of twenty-two (22) days will be granted to each teacher entering the Sheyenne Valley Special Education Unit. Ten (10) additional sick days will be granted for each succeeding year. Sick leave may accumulate to a maximum of 100 days. Any days not used over 100 will be reimbursed yearly at \$75.00 per day. Sick leave may be used in these instances:

- a. Illness of the teacher.
- b. When the teacher's absence is required due to serious illness of his/her immediate family.
- c. A total of 5 days may be used in those instances specified in Item #6, Emergency Leave. Additional days may be allowed at the discretion of the Director.
- d. Pregnancy: A staff member may use up to six weeks of sick leave for pregnancy, miscarriage, childbirth, recovery and adoption. Additional recovery time may be granted as determined by the director. A teacher who elects to take

parental leave prior to the birth of a child does not qualify for sick leave benefits unless a doctor's statement indicates a need.

- e. Sick Leave Bank: If a teacher has exhausted his/her personal sick leave, he/she may draw from a sick leave bank provided he/she is a participating member. A committee of teachers and Board members will establish guidelines for a sick leave bank.

5. Personal and Professional Leave

- a. Personal: Three days of personal leave shall be granted per year. Personal leave may be accumulated to seven days. Any personal leave days not used (over 7 days) at the end of the school year will be reimbursed at the daily sub rate of pay. Personal leave the day preceding or following a vacation may be denied if a substitute teacher couldn't be found.
- b. Personal: Leave can be taken in hourly increments.
- c. Professional: Professional may be granted at the director's discretion. When professional leave is granted, SVSEU will reimburse the teacher for registration/mileage/room and board and per diem at the state rate.

6. Emergency Leave

Each staff member shall be provided with time for severe illness or death in one's own family, parental family, spouse's family, close relative or friend. Each staff member will be given adequate time to attend the funeral of a member of one's own family, parental family, spouse's family, close relative or friend. The Director and individual staff member will determine the number of days granted in each case. Up to 5 days of funeral leave will not be charged against sick leave and is non-accumulative. Any additional days will be charged to sick leave.

7. Accounting of Days

An accounting of the number of accumulated sick leave days and personal leave days shall be given to each teacher at the beginning of the contract period.

8. Leave of Absence

After three (3) years of continuous satisfactory service to the Sheyenne Valley Special Education Unit, a year's leave of absence, without pay, shall be granted, with Board approval, to a staff member when the request is submitted in writing and when a suitable replacement has been found.

Personnel on leave of absence must notify the Board in writing by March 15th of the year of leave as to their intent to resume employment of the following year. Failure to notify the Board by the March 15th day shall indicate intent not to return and be considered a resignation.

9. Parental leave of Absence Policy

- a. A parental leave of absence without pay shall be granted to a teacher for the purpose of childbearing or child rearing as follows.
 - 1. A teacher who is pregnant or adopting a child shall be entitled, upon request, to a leave to begin at any time between the commencement of her pregnancy and one year after a child is born to her. Said teacher shall notify the Director in writing at least 60 days prior to the day she desires to begin her leave. A teacher who is pregnant may continue with active employment as late into her pregnancy as she desires, provided she is able to properly perform her required functions.
 - 2. A male shall be entitled, upon request, to a leave to begin at any time between the birth or adoption of a child to his wife, or one who he has fathered and one year thereafter.
- b. A teacher who is granted parental leave described in section “a” shall have the following re-employment rights:
 - 1. Any teacher qualifying for parental leave described in section “a” shall be assigned to the same position which he/she held at the time the leave commenced, or if the position is no longer in existence, to a substantially equivalent position, except that if a teacher gives such notice after April 30th, he/she may be placed on involuntary leave until commencement of the following school year.
 - 2. A teacher who resumes active employment shall have restored all benefits to which he/she was entitled at the time the leave commenced, including, without limitation, unused sick leave and personal leave. While on leave, a teacher shall have the option to remain an active participant in the fringe benefit programs by contributing the total amount required to maintain active participation. (Eligibility for participating in any of the fringe benefit programs is contingent upon acceptance by the agencies involved.)

10. Educational Pay Steps

To qualify for moving from one horizontal lane to another on the salary schedule, graduate college hours must be obtained from an accredited college. All credit hours are subject to prior approval of the Director. All lane changes must be approved by August 30th of the coming year.

11. Certified Staff Preparation Time

Full-time certified employees will be guaranteed 250 minutes of duty-free teacher preparation time per week during the instructional day (based on a five-day school week). All fractional certified employees' preparation time will be pro-rated.

12. Professional Education Renewal Clause

The certified staff of the educational unit shall be required to maintain professional education renewal standards equivalent to those as specified in the current North Dakota Education Standards and Practices Board and meet criteria for North Dakota highly qualified Special Education Teacher standards for position assigned.

13. Mileage

Round trip mileage will be paid from an assigned base to all locations whereby travel is required. Mileage will be reimbursed at the rate allowed by the IRS.

14. Staff Member Assignments

- a. Annual contracts for all professional staff employed by the program shall include annual salary and school assignment(s).
- b. Change of assignment requests: Staff members who desire a change of assignment within the program shall file a written request with the Director stating the position or positions for which he/she wishes to be considered. Requests for reassignment shall be considered only in the event the position requested becomes vacant. When a vacancy occurs. The Director will decide how to fill it. He/she will consider the following:
 1. Certification in the respective area
 2. Seniority
 3. Judgment based on evaluations written by the Director
 4. Advanced Degree or training

If a request for reassignment is denied, the staff member (accompanied by a representative, if so desired) may request a conference with the Director to be informed of the reason for denial.

- c. Notice of vacancies; whenever a vacancy in the program occurs, current staff qualified for the vacancy shall receive a written vacancy notice at the time the vacancy is officially listed.
- d. The Director shall have the authority to reassign staff when necessary.

15. Teachers Employed on a Part-time Basis

Teachers employed on a part-time basis will be subject to salary and health insurance in direct proportion to their fractional teaching assignment. Income protection insurance and life insurance will be paid in full only for part-time teachers employed on at least a half-time basis. (Eligibility for these benefits is contingent upon acceptance by the insurance company.) Teachers employed on a part-time basis will be given a full year of experience on the salary scale for education and years of service. All holidays, school vacations, personal, professional, emergency and sick leave days will be figured at the fractional equivalent of full-time service for which said person is employed.

16. Tax Sheltering of Teacher Retirement

Tax sheltering of retirement contributions is provided as mandated by HB 1095, adopted by the 1983 Legislature.

17. Grievance Procedure

Changes in the Grievance Procedure will not be made without consultation with the Sheyenne Valley Education Association (SVEA), and not without three (3) months notification to the SVEA of such contemplated change.

18. Contract Days

Contract days of employment for full-time teachers will be 183 days. All teachers employed on a fractional basis will have their contracts increased by 2 days. Any days worked beyond the number of contracted days will be reimbursed at the per diem rate.

19. Savings Clause

If any portion of this contract is determined to be invalid or unenforceable, the remainder of the contract shall not be affected and shall remain in force.

SALARY/BENEFITS

2021-2022

1. Salary Scale

Base Salary (BS+24) of \$39,050 for 2021-2022 with lanes across for BS+32, BS+40, BS+48 Semester Hours, Masters, Masters+8, Masters+16, Masters+24, Masters+32, Masters+40 and Masters+48 Semester Hours

A career increment of \$800 will be added to the teacher's salary each year.

Education increment will be \$550 per 8 semester hours of college/university credit. Complete Salary Schedule attached. Those transitioning from BS+40 to BS+48 will receive \$650. Those transitioning from BS+48 to MA will receive \$1,600. All subsequent lanes will be \$550 thereafter.

2. Other Benefits

The Board shall provide a life insurance policy in the amount of \$15,000 and long-term disability insurance with the Board paying the total premium.

The Board offers group health insurance to all certified staff employed by the Unit. The Board will pay for the health insurance premium for certified staff with a full-time contract (prorated for percent of contract for part-time certified staff). Certified staff may purchase additional health insurance for other family members, as allowable by the insurance company, at their own cost.

For those not taking the health insurance benefit, the Board will contribute \$2,000 to a Section 125 Plan for any use within the confines of this plan. If there is a complete change in the group health insurance program, the \$2000 will become null and void.

The board will contribute TFFR up to 24.5%.

Sheyenne Valley Special Education Unit

2021-2022 Salary Schedule

	BS+24	BS+32	BS+40	BS+48	MA	MA+8	MA+16	MA+24	MA+32	MA +40	MA+48
1	39050	39600	40150	40800	42400	42950	43500	44050	44600	45150	45700
2	39850	40400	40950	41600	43200	43750	44300	44850	45400	45950	46500
3	40650	41200	41750	42400	44000	44550	45100	45650	46200	46750	47300
4	41450	42000	42550	43200	44800	45350	45900	46450	47000	47550	48100
5	42250	42800	43350	44000	45600	46150	46700	47250	47800	48350	48900
6	43050	43600	44150	44800	46400	46950	47500	48050	48600	49150	49700
7	43850	44400	44950	45600	47200	47750	48300	48850	49400	49950	50500
8	44650	45200	45750	46400	48000	48550	49100	49650	50200	50750	51300
9	45450	46000	46550	47200	48800	49350	49900	50450	51000	51550	52100
10	46250	46800	47350	48000	49600	50150	50700	51250	51800	52350	52900
11	47050	47600	48150	48800	50400	50950	51500	52050	52600	53150	53700
12	47850	48400	48950	49600	51200	51750	52300	52850	53400	53950	54500
13	48650	49200	49750	50400	52000	52550	53100	53650	54200	54750	55300
14	49450	50000	50550	51200	52800	53350	53900	54450	55000	55550	56100
15		50800	51350	52000	53600	54150	54700	55250	55800	56350	56900
16		51600	52150	52800	54400	54950	55500	56050	56600	57150	57700
17		52400	52950	53600	55200	55750	56300	56850	57400	57950	58500
18			53750	54400	56000	56550	57100	57650	58200	58750	59300
19			54550	55200	56800	57350	57900	58450	59000	59550	60100
20			55350	56000	57600	58150	58700	59250	59800	60350	60900
21			56150	56800	58400	58950	59500	60050	60600	61150	61700
22			56950	57600	59200	59750	60300	60850	61400	61950	62500
23			57750	58400	60000	60550	61100	61650	62200	62750	63300
24			58550	59200	60800	61350	61900	62450	63000	63550	64100
25			59350	60000	61600	62150	62700	63250	63800	64350	64900
26			60150	60800	62400	62950	63500	64050	64600	65150	65700

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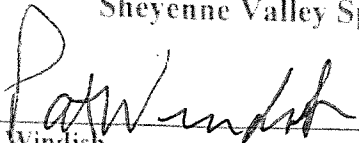
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Sheyenne Valley Special Education Unit

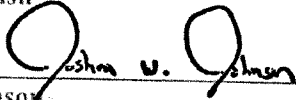
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7	44600	45150	45700	46350	47950	48500	49050	49600	50150	50700	51250
8	45400	45950	46500	47150	48750	49300	49850	50400	50950	51500	52050
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12	48600	49150	49700	50350	51950	52500	53050	53600	54150	54700	55250
13	49400	49950	50500	51150	52750	53300	53850	54400	54950	55500	56050
14	50200	50750	51300	51950	53550	54100	54650	55200	55750	56300	56850
15		51550	52100	52750	54350	54900	55450	56000	56550	57100	57650
16		52350	52900	53550	55150	55700	56250	56800	57350	57900	58450
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23			58500	59150	60750	61300	61850	62400	62950	63500	64050
24			59300	59950	61550	62100	62650	63200	63750	64300	64850
25			60100	60750	62350	62900	63450	64000	64550	65100	65650
26			60900	61550	63150	63700	64250	64800	65350	65900	66450

Sheyenne Valley Special Education Unit

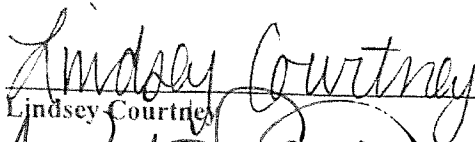

Pat Windish

6-29-21
Date

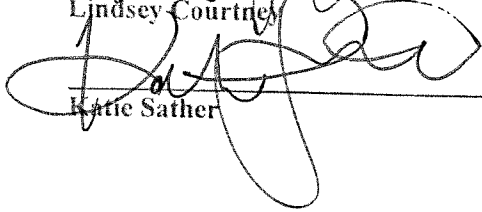

Josh Johnson

6-29-21
Date

Sheyenne Valley Education Association


Lindsey Courtney

6/29/21
Date


Katie Sather

6/29/21
Date