

**PROFESSIONAL
NEGOTIATION
AGREEMENT**

The Velva Public School District Board of Education

and

The Velva Education Association

July 1, 2021 to June 30, 2023

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I. Representative Organization

- a. The Velva Public School District hereby recognizes the Velva Education Association as the representative organization of the certified staff employed by the District. Certified staff will be recognized as all district employees licensed to teach by the ESPB or approved to teach by the ESPB and employed by the District primarily as a classroom teacher.
- b. 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.
- c. The Association shall have the right to use the District mail service and certified staff mailboxes for communication to certified staff.
- d. 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

- a. 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.
- b. 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.
- c. This agreement shall constitute District policy and be considered part of the established policy of the District.
- d. Any contract between the District and an individual certified staff 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.
- e. 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

a. **Representation**

Meetings shall be composed of the negotiating committees of the District and the Association, each of whom shall designate not more than five members. The superintendent may be called upon at the request of either committee. The district business manager will keep official minutes, which shall be initialed by the chairman of both committees.

b. **Requests for Meetings**

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.

c. **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.

d. **Reports**

Either party may issue periodic progress reports to his or her respective groups.

e. **Items of Mutual Final 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.

f. **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.

g. **Duration**

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

IV. Duration

- a. 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.

V. Certified Staff Employment

a. **Physical Examinations**

The District will pay \$25 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 14 days after postmark date. A 15- day extension may be granted upon request and approval of the Board of Education.

ii. Requests for Release from Contract

All certified staff who have signed contracts with the district are expected to fulfill the entire term of the contract. However, when a member of the certified staff requests a release from contract, the board may exercise these options:

1. Grant an unconditional release from contract.
2. Deny temporarily or table the request with the understanding that the administration will be directed to facilitate the granting of the request by seeking an adequately qualified replacement.
3. Deny the request.

Conditions which might prompt the Board to grant a release from contract would include:

1. Reasons of personal health where a physician's statement supports the request.
2. Serious illness or death in the immediate family that requires the teacher's presence for an extended period of time.
3. Spouse relocation.

The Board may, in its sole discretion, grant release from contract for other reasons; however, such release will require a payment of liquidated damages to the district. No release will be granted until the board receives the request in writing, and it is accompanied by a check for the appropriate liquidated damages. Any teacher who has not been granted a release by the Board and who fails to fulfill a teaching contract with the district will be reported to the Education Standards and Practices Board. Legal Ref: NDCC 15.1-13-25(1)(g).

Date	Liquidated Damages
On or Before May 31	\$500
On or Before June 30	\$1,000
On or Before July 31	\$2,000
August 1 st – During School Year	\$3,000

- iii. Certified staff will receive her or his 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 certified staff with a combination classroom will receive an additional \$3,000 in compensation.
- v. The district will pay 100% of TFFR. This includes both the employer and employee side.

c. Pay Period

- i. Certified staff 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, certified staff will be paid on the last working day prior to the 15th or the last working day of the month.
- ii. Certified staff may choose to be paid in 19 or 24 pay periods.
- iii. Certified staff on 19 pay periods will receive his or her final check upon completion of the year-end duties. Certified staff on 24 pay periods will receive his or her summer checks before June 1st.

d. Substitute Pay

- i. Certified staff will receive \$15 for a 45-minute period for subbing within the district during her or his prep time.

VI. Leave Benefits

a. Sick Leave

Certified staff will receive 12 days a year, accumulative to 120 days. A doctor's statement may be required. The 12 days a year may be used for family illness (spouse, children, mother, father, brothers, sisters, grandparents, from one's own family or spouse's family). After reaching sick day maximum (120 days), unused sick leave can be sold back at a rate of \$25 per day.

b. Professional Leave

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

c. Personal Leave

Three days of personal leave will be allowed each year. This leave will be accumulative to five days. Personal leave is a privilege and needs to be approved by administration. The respective principal will determine whether personal leave is granted on an individual basis. Certified staff may sell back any or all unused personal leave to the District 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 the Family Medical Leave Act, certified staff will be granted up to 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 weeks consecutively or 12 weeks for one parent.

f. Leave without Pay

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

g. Sick Leave

The District will pay \$10 per day of accumulated sick leave to certified staff who taught in the system three years or more, up to a maximum of 120 days when leaving the system. Upon retirement the district will pay the retiring certified staff \$25 per day of accumulated sick leave up to a maximum of 120 days.

h. Sabbatical Leave

- i. The sabbatical leave will be available upon request of the certified staff. The certified staff will be rehired upon his or her return in either the same position or a similar position.
- ii. Only one certified staff from elementary (K-6) and one certified staff from high school (7-12) will be allowed leave in the same calendar year.
- iii. A more binding contract for sabbatical leave may be negotiated with the District.

i. Part-Time Contract Leave and Benefits

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

VII. Sick Leave Bank

- a. The sick leave bank shall be available to all certified staff that qualify for accumulated sick leave. The purpose of the bank shall be to compensate employees in the event her or his regular accumulated sick leave days are exhausted due to catastrophic illness or injury or complicated maternity.

b. Qualifications

Each certified staff may invest one day at the beginning of each school year but must donate at least one day within the first two 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.

c. 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. Certified staff may request additional days if the original request is depleted.
- iv. Use of the sick leave bank will be limited to 30 days per certified staff per contract year.

d. 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 Bank Leave 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 Leave Committee will be based on a majority vote of said committee.

VIII. Staff Reduction Policy

- a. The board shall have the sole right to determine the necessity for and scope of a reduction in force for reason including, but not limited to, lack of funds, uncertainty of funds, declining enrollment, or to her reasons of necessity.
- b. Here under, and limited to the process of staff reduction only, no certified staff 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.
- c. 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...).
- d. The superintendent shall recommend certified staff for reduction in force in the order of the following criteria:
 - i. Attrition, including retirements and resignations.
 - ii. When certified staff within the same area of licensure are deemed to be of equal adaptability the Board shall retain the certified staff with superior academic and professional preparation beyond minimum licensure requirements in his or her teaching field. Licensure, credentials, advanced hours, advanced degrees, certifications and endorsements shall serve as measures of superior academic and professional preparation.
 - iii. The Board shall retain certified staff with the greatest adaptability to meet the present and future district staffing and educational needs, both curricular and extracurricular.
 - iv. When certified staff are deemed to be of equal adaptability and have equal academic and professional preparation within the teaching fields, the Board shall retain the teacher who has taught in the District for the greater period of time.
- e. **Notices & Hearing**

If a decision is made to reduce the certified staff, anyone affected thereby shall be given such notice and hearing as may be required by law.
- f. **Recall Rights**

Any certified staff who is non-renewed under the provisions of this policy may request and shall be given consideration for teaching vacancies for which said certified staff is qualified and which occur within 12 months after receipt of written notice of the nonrenewal decision. Certified staff will be rehired at her or his same experience and salary as when they left the district or the new hire pay scale, whichever is higher. It shall be the sole responsibility of said certified staff to provide the District with a current address. Any certified staff who is offered re-employment hereunder and fails to accept the same within fourteen 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.

IX. Salaries

2021-2022: Base Salary for new hire: \$41,500

2022-2023: Base Salary for new hire: \$42,000

2021-2022: Returning certified staff receive \$1,000 increase

2022-2023: Returning certified staff receive \$1,500 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

- a. Certified staff 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 certified staff will receive \$500 for each year of experience not to exceed 20 years.
- b. Any returning certified staff 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 or her salary adjusted to the level of the new hire.

X. Health and Supplemental Insurance

- a. The District will pay 50% of the premium on a family policy premium.
- 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 family policy, whichever is greater.
- c. If the District employs both spouses, one spouse will receive half of the family premium amount and the other spouse will receive 95% of a single policy.
- d. Certified staff that do not take health insurance through the District Group Plan are eligible to receive \$1,500 that is to be used for supplemental insurance.

XI. Further Schooling

a. Reimbursement

- i. Reimbursement shall be \$1,000 per eight credits.
- ii. Certified staff may receive \$2,000 per eight hours for credits pursuant to a declared advanced degree. The certified staff must have graduate credits in a current occupation in the Velva Public School District. In order to qualify, the certified staff must sign and agree to remain in the Velva Public School District for a period of three years after receiving his or her 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. Credits 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, certified staff must have continuing education credits at the graduate level. Credits must be completed before the beginning of the school year to be applicable.

XII. Extra-Curricular Pay

- a. Extra-curricular pay will be based on the negotiated base salary and the attached schedule. It 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 determined by the administration and activities director. Additional coaches/advisors may be added at the discretion of the activities director and administration.
- b. When two junior high coaches are needed each will receive 6%. When only one coach is needed, he or she will receive 7%.
- c. Bus Driving: Coaches will receive \$35 per trip plus \$.20 per mile for driving for her or his respective activity.
- d. Coaches will receive a \$100 stipend and one professional day for attending clinics for his or her respective activity. Funds will be taken from the activity fund and must be approved by the Activities Director. The professional day must be approved by administration. The head coach of any sport may use a professional day and stipend to attend a regional or state tournament in the sport in which he or she coaches.

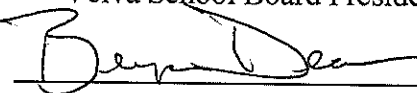
Title	%	Title	%	Title	%
Head Football	11	Golf	7	FCCLA	8
1st Asst. Football	8.5	Cross Country	7	Asst. FCCLA	4.5
2nd Asst. Football	6.5	Cheerleader Advisor	8	FBLA	8
JH Football	6	Head Track	8.5	Asst. FBLA	4.5
Head Basketball	11	Asst. Track	6	FFA	8
1st Asst. Basketball	8.5	Head Baseball	8.5	Jr. Class Advisor	8
2nd Asst. Basketball	6.5	Asst. Baseball	6.5	Speech	8
JH Basketball	7	Head Softball	8.5	Asst. Speech	4.5
Youth Basketball	4.5	Asst. Softball	6	Instrumental Music	11
Head Wrestling	11	Activities Director	11	Vocal Music	6
1st Asst. Wrestling	8.5	SET SALARIES		Yearbook	8
Youth Wrestling	6	Football Field Maintenance	\$1200	Science Olympiad	3
Head Volleyball	11	Baseball Field Maintenance	\$500	Sources of Strength	3
1st Asst. Volleyball	8.5	Softball Field Maintenance	\$500	Math Counts	1.5
2nd Asst. Volleyball	6.5	One-Act Play	\$800	Elementary Acalympics	1.5
JH Volleyball	7	Full Length Play	\$1000		
		Webmaster	\$2000		

Experience Schedule

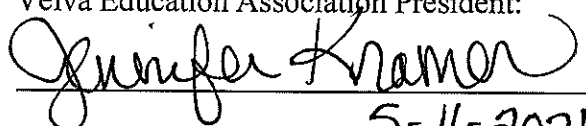
Years										
Exp.	1.50%	3.00%	4.50%	5.00%	6.00%	6.50%	7.00%	8.00%	8.50%	11.00%
0	0.015	0.03	0.045	0.05	0.060	0.065	0.07	0.08	0.085	0.11
1	0.01575	0.0315	0.04725	0.0525	0.063	0.06825	0.0735	0.084	0.08925	0.1155
2	0.0165	0.033	0.0495	0.055	0.066	0.0715	0.077	0.088	0.0935	0.121
3	0.01725	0.0345	0.05175	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:



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