

**MASTER CONTRACT
NEGOTIATED AGREEMENT FOR
SHEYENNE VALLEY AREA CAREER & TECHNOLOGY CENTER**

**2016 – 2017
4/1/16**

PREAMBLE STATEMENT

The Board of Education of the Sheyenne Valley Area Career & Technology Center hereinafter referred to as the Board and the Sheyenne Valley Area Career & Technology Center Licensed Teaching or Counseling Staff, hereafter referred to as the Licensed Staff, agrees as follows:

The Board recognizes the Licensed Staff as those employees employed for a regular school term on an annual contract and engaged primarily as a teacher or counselor.

SALARY ITEMS

1. The 2016-2017 183-day salary base will be \$35,925. The salary schedule for 2016-2017 is attached.
 - A. The 183 contract will include one (1) working day immediately prior to school convening and one (1) working day immediately after school is dismissed. Attendance at in-service or another training session during the school year may be substituted as an alternative day(s) at the discretion of the Director.
 - B. The years of teaching experience allowed to be brought into the system will be limited to ten years. A maximum of ten years of work-related or vocational experience (non-teaching experience) may be brought into the system. The ten-year experience limitations may, at the discretion of the Center Board of Education, be waived when certain teaching positions have limited applications and/or the board experiences extreme difficulty filling a teaching position. In no situation will the lane/step experience level exceed the applicant's actual years of experience.

Example: A licensed staff member having five (5) years of prior experience would then start on Years of Experience Step #5. Years of experience will increase each year until the maximum number of experience years on the salary schedule is reached.

2. All licensed staff responsible for a SkillsUSA youth group will receive a \$500 advisor payment. This payment will be made at the end of the school year provided the teacher has a least one student compete at the State Skills and Leadership competition.
3. The Lead Skills USA Advisor will receive an additional \$200 per year payment which will be included in their monthly payroll.
4. The SkillsUSA Lead Advisor responsibility will be on a rotational basis. The lead advisor will serve as the lead advisor for a two (2) year period. The rotation will be based on longevity at the Center with the longest serving Skills USA Advisor being the first lead advisor.
5. The Center board will pay the registration/transportation/meals and lodging expenses for the Skills USA Advisor(s) attending SkillsUSA National Skills and Leadership Conference.
6. Credit for work experience received in a licensed staff member's related field will be set at the following amounts: Credit for this experience cannot be in a self-employed situation.

Step One:	250 Hours	=	\$400
Step Two:	500 Hours	=	\$800

Work experience hours credited will not affect education credit payments.

7. The following amounts will be paid for non-contract days outside the contract period for activities involving teaching related activities called for by the Director:
 - A. Each non-school day activity involving at least four hours of instructor's time = \$85.00.
 - B. Each non-school day activity involving an overnight stay and at least eight hours of instructor's time = \$125.00.
8. Licensed staff whose contract involved more than a term of 183 days or nine months are to be paid according to the following schedule for such additional time assigned:
 - A. 1/183 of a licensed staff members base and increment on vertical salary schedule for each additional day contracted.
9. To move from one horizontal lane to another on the salary schedule, (Example: BS to BS+8) credit hours must be obtained in the subject matter the licensed staff member is teaching, educational courses related to classroom teaching, or courses taken in a planned degree advancement program in education. Licensed staff must receive prior approval for all courses they wish to use for horizontal movement. Approved credits earned for recertification can be used for horizontal lane movement. An official transcript must be filed in the Director's office. Payment for education credits will be set at \$400 for each approved eight (8) semester hours earned up to a maximum of forty (40) semester hours and \$2000. This applies to BS/Basic Certification and MA/MS index.
 - A. If a licensed staff member completes the necessary credits for advancement to a higher professional level, they will be issued a new contract reflecting the higher increment. Notification of such a change must be received in the administration office by August 20th to be effective in that same contract school year.
 - B. Placement on the salary schedule will be determined by the following: years of teaching experience, additional credits earned beyond BC/BS MA/MS level, and degrees earned by August 20th to be effective in that same contract school year.
 - C. Subject matter courses are defined as courses the licensed staff member is teaching.
10. Payroll deductions will be made for state tax, federal tax, tax sheltered annuities, term life, health insurance and united professional dues for all instructional staff who request it.
11. Pay day will be set to occur on the 22nd of each month or the last teaching day before a weekend or holiday that falls on the 22nd.
12. Options for salary payments will be as follows:
 - A. 12-month basis
 - B. 9 months with 1/9th payable each month
 - C. 10 months with 1/10th payable each month

OTHER PAYMENT ITEMS

- 1. Coop Payment:** A Licensed staff member will receive \$100 per student up to a maximum of \$600 per year for students completing approved cooperative work experience programs. Director preapproval of the workstation is required. Payment for a coop student will be pro-rated to the amount of coop credit earned by the student during the school year. A student hours and credit information must be submitted by the 2nd Friday of May of the current teaching year to allow time for processing. This payment will be withheld until the check-out list is completed at the end of the licensed staff member's contract.
- 2. Travel:** Staff will be reimbursed at the State's per diem rates for all Director approved travel.
- 3. Industry Certification:** Certification(s) required of the teaching position and pre-approved by the Director will be reimbursed by the Center at a 50% matching share. The maximum paid by the Center per licensed staff per year will be \$500. If the licensed staff member leaves employment from the Center within a 2-year time period of having received payments for certification testing, they will be required to repay the Center's matching share.

MONETARY BENEFIT ITEMS

1. **Teacher's Retirement:** The Center Board will pay seven and three quarter's percent (7.75%) of the licensed staff's portion of the North Dakota Teacher's Retirement. The licensed staff will pay (4%) of the licensed staff's members share.
2. **Blue Cross/Blue Shield:** The Center Board will pay the monthly single rate of health insurance for teachers with a full-time contract for the 2016-2017 school year. A teacher wanting additional coverage for a qualified family member will assume the responsibility of paying such difference.
The board understands that the single premium amount is age based and that not all staff member's premiums are the same. The insurance plan selected is to be decided according to the guidelines in Section A below.
 - A. A health insurance committee will consist of four members, (two licensed instructors, one board member and one administrator). The committee with (75%) agreement of the committee members will recommend the health insurance policyholder to all staff members. By a majority vote of all staff members affected another health insurance coverage plan may be selected.
 - B. When a teacher's contract is terminated the Center Board will continue with insurance benefits through August 31st of the contracted year, if the teacher has completed his/her contract. When a contract is terminated the employee may continue health insurance coverage according to Section 26.1-36-23 of NDCC.
3. **Income Protection:** The Center Board will provide income protection insurance for licensed staff and administration.
4. **Term Life:** The Center Board will provide Term Life Insurance in the amount of \$30,000 for each licensed staff member. The Board reserves the right to choose the insurance carriers.
5. **Pro-rated:** Health and income insurance will be pro-rated as to the percentage of time employed at the Center. Licensed staff members will be entitled to a payroll deduction plan for the balance of insurance coverage should they desire full coverage.
6. **Cash Payments:** No cash payments to licensed staff personnel will be made in lieu of payment of insurance items.
7. **Unused Medical Leave:** A licensed staff member who has more than the maximum number of allowable medical leave days at the end of the contract/teaching period, will receive \$30 for each full day. The maximum number allowed is 90 days. This payment is pro-rated to the percent of employment with the Center. This payment will be made with the June payroll as a separate check.

NON-MONETARY BENEFITS

For the purpose of this negotiated agreement, the term “day” refers to the prorated percent of time a licensed staff member is employed with the Center.

Example: For a ½ time employee (a day) would mean ½ of a full day or equal to employed time.

1. **Medical Leave:** Medical leave will be stated in terms of days. Forty-five (45) days of medical leave will be granted to each full-time licensed staff upon entering the Center. Each ensuing year, after entering the Center, medical leave will accumulate at a rate of ten (10) days per year for a licensed staff member. The maximum amount of accumulated medical leave at the end of the contract period cannot exceed ninety (90) days. Medical leave beyond three (3) days must be substantiated by a doctor's statement. No medical leave will be payable by the Center Once Income Protection Insurance payments begin. Medical leave must be approved by the Director. With the Director's approval, additional medical leave days may be allowed.
2. **Family Illness/Medical Leave:** Up to (5) days of medical leave may be used for illness in one's immediate family. With the Director's approval, additional medical leave days may be allowed.
3. **Sick Leave Bank:** A sick leave bank is available to all licensed staff members of the Sheyenne Valley Area Career and Technology Center. The purpose of the bank will be for unexpected and catastrophic illness and /or injury. Each participating Licensed staff member will invest one (1) sick leave day in the bank their first year and one (1) additional day each time it becomes necessary to add days to the bank with a maximum of up to two (2) days per participating member per year. If a participating licensed staff member has no days left to contribute they will be exempt from investing additional days as stated above for that round.

Qualifications: The offer to join is a one-time per year offer. All licensed staff members signing the school year contract will either accept or reject the sick leave bank offer. Once a participating member has joined the sick leave bank the donated days will remain in the bank regardless of whether the Licensed staff member annually renews participation or not.

Application: Any participating licensed staff member having used their total accumulated sick leave may apply for leave from the sick leave bank. The application must be in writing by completing the Sick Leave Bank Application form which will be given to the Committee: the committee will consist of 2 participating licensed staff members, selected by the participating members and the Director for a total of 3 persons. The decision of the committee is final and there will be no additional review process.

4. **Personal Leave:** Personal leave will be stated in terms of days. A Licensed staff will be granted three (3) days of personal leave per year.
 - A. There will be a maximum of seven (7) days cumulative personal leave for a licensed staff.
 - B. Personal leave will be subject to administrative approval and the licensed staff member must give at least a one-day notice to the Director. Licensed staff new to the staff will begin to accumulate their days at the point at which their contract takes affect.
 - C. An accounting of medical leave and personal leave days will be given to each licensed staff upon request.

5. **Professional Leave:** Professional leave time will be stated in terms of days. Licensed staff will be granted four (4) days professional leave each year. Professional leave may accumulate to six (6) days for licensed staff. This time will be at full pay with the Center paying the substitute. Professional leave is subject to approval by the Center Director.
6. **Family Death/Bereavement:** Each licensed staff member will be granted adequate time not to exceed 3 days for a death in one's own family, parental family, spouse's family, or relative. This time will be charged to medical leave. The Center Board will pay the substitute teacher.
7. **Maternity Leave:** A maximum of 15 day's medical leave may be allowed for the sole purpose of childbirth and to provide for a recovery period from the physical effects of normal childbirth. Additional recovery time arising from medical complications related directly to childbirth will be allowed without pay upon the receipt of a doctor's statement. A licensed staff member who elects to take maternity leave prior to the birth of their child does not qualify for medical leave time. Any exception to this must be with a doctor's statement.
 - A. For an adoption and the completion of the necessary interviews and paperwork in the adoption of a child, a maximum of three (3) medical leave days per adoption can be used.
 - B. A parental leave of up to eight (8) weeks in duration without pay will be granted a licensed staff member for the purpose of childbearing and/or child rearing. This includes the 15 or 3 day's medical leave allowed for childbirth or adoption purposes. This would be a maximum of 8 weeks total.
8. **Leave of Absence:** After completing three (3) years of successful teaching experience at the Center a licensed staff member may apply for a one (1) year's leave of absence. The leave of absence would allow licensed staff to pursue relevant educational or work experience in their relevant areas. He/she will have the option of renewing his/her contract the following year. A licensed staff must make his/her request for a leave of absence on or before April 1 and return notice of intentions by April 1 of the following year. A leave of absence is subject to the Center Board approval and the hiring of a qualified substitute instructor.
9. **Legislature Leave:** Any licensed staff member who is elected to the State Legislature will be granted a leave, without pay, for that period of time.
10. **Professional Education or Professional Association Leave:** This is to include state officers, national officers, or appointed committee members of professional organizations that SVACTC's instructors/counselors are members. This leave will be stated in days. A single pool of ten (10) days per year will be granted as leave to the entire licensed staff. A one-week prior written notice will be given to the Director for approval. The Board will pay for substitute teacher(s).

OTHER ITEMS

1. The attached grievance procedure is adopted by the Center Board for the licensed Staff.
2. The licensed Staff will petition the School Board for negotiations prior to January 15.
3. The Center Board will provide transportation or pay travel expenses for two instate trips for the Skills USA youth group.
4. With regard to PL 94-142 Education of the Handicapped, the Board and licensed Staff agree to comply with the best of our ability.
5. **STAFF REDUCTION POLICY:** A licensed staff member's contract may need to be terminated because of declining enrollment, program changes, reductions and other factors. Where attrition has not accomplished this purpose, the following guidelines will be used:
 - A. In the event of staff reductions, a licensed staff member's contract will be terminated pursuant to current statutes, fair dismissal procedures and center procedures established herein.
 - B. Necessary licensed staff reduction will be made known at the earliest possible date, but no later than April 15.
 - C. When seniority is equal for two or more licensed staff within the same teaching area, the center board will use the following criteria:
 1. North Dakota certification.
 2. Regulations of teacher and Center accrediting associations.
 3. Special or advanced training, evidence of professional growth and/or contributions to the professional area.
 4. Judgment based upon observation and written evaluation.
 5. Extra-curricular assignments.
 6. Prior teaching experience.
 - D. In the event of a licensed staff reduction based on lack of enrollment reasons, said licensed staff member will have the right to be reinstated for a period of two years after being terminated.

MANAGEMENT'S RIGHTS

“All terms and conditions of employment not specifically covered by this agreement are subject to the Board’s exclusive direction and control and will not be the subject of negotiations during the term of this agreement.”

Title VI, IX, Section 504 GRIEVANCE PROCEDURE

Grievance Procedure for Students and Employees

1. **Definition:** A "Grievance" will mean a complaint, which has been filed by a student or by a student’s parent on his/her behalf. This grievance procedure is not applicable to situations for which other appeal and adjudication procedures are provided in state laws or in which the Board is without authority to act. Normal channels of communication, from student to teacher to administrator to Center Board will be used, whenever feasible, in seeking clarification of questions of concern to the student before the grievance procedure is utilized.
 - A. Any person who believes themselves or any specific class of individuals to be subjected to discrimination may by himself or herself or by a representative file a complaint as outlined below. A complaint must be filed not later than 180 days from the date of the alleged discrimination, unless the time for filing is extended by the responsible official of his designee.
2. **Purpose:** The primary purpose of the procedure is to secure, at the earliest level possible, equitable solutions to a claim of a complaint, if the claim is justifiable. The proceedings will be kept confidential at each level of this procedure.
3. **Time:** The number of days indicated at each level will be regarded as a maximum, and every effort will be made to expedite the process. However, the time limits specified may be extended by mutual agreement of the Complainant and the Administration. In the event a complaint is filed on or after May 1, the time limits stated hereafter will include all calendar days so that the matter may be resolved before the close of the school term or as soon as possible thereafter.
4. **Withdrawal:** The Complainant at any level without prejudice or record may withdraw a complaint.
5. **Hearings and Decisions:** At each of the above four levels, one Complainant will be given the opportunity to be present and to be heard. All decisions at each level (with the exception of Level One-A) will be in writing and will include supporting reasons. Copies of all decisions and recommendations will be furnished promptly to all parties of interest.

6. **Reprisals:** No reprisal of any kind will be taken by or against any party of legitimate interest or any legitimate participant in the grievance procedure by reason of such participation.
7. **Preservation of Records:** All proceedings external to the decision of the Center Board will be destroyed. However, any Complainant who wishes the proceedings (relative to his/her own complaint) to be placed in his/her school records may achieve such action by filing a written request therefore.
8. **Disclaimer:** In the adoption and implementation of this grievance procedure, it will be understood that the Center Board is not a court of law and that rules of jurisprudence will not apply.

THE NEGOTIATED AGREEMENT OF 2016– 2017 SCHOOL YEAR(S)
IS ACCEPTED AS STATED IN THE ATTACHED NEGOTIATED AGREEMENT.

STAFF NEGOTIATORS

JIM McFADGEN DATE

JASON BOWEN DATE

KALYN BOTZ DATE

BOARD NEGOTIATORS

VAL MORITZ DATE

RICH SCHUENEMAN DATE

APPROVED BY THE BOARD

BOARD PRESIDENT DATE

BUSINESS MANAGER DATE

\$35,925.

Years	BS+0	BS+8	BS+16	BS+24	BS+32	BS+40	MS	MS+8	MS+16	MS+24	MS+32	MS+40
0	1	\$400	\$800	\$1,200	\$1,600	\$2,000	1.10	\$400	\$800	\$1,200	\$1,600	\$2,000
1	1.03	\$400	\$800	\$1,200	\$1,600	\$2,000	1.14	\$400	\$800	\$1,200	\$1,600	\$2,000
2	1.06	\$400	\$800	\$1,200	\$1,600	\$2,000	1.18	\$400	\$800	\$1,200	\$1,600	\$2,000
3	1.11	\$400	\$800	\$1,200	\$1,600	\$2,000	1.24	\$400	\$800	\$1,200	\$1,600	\$2,000
4	1.17	\$400	\$800	\$1,200	\$1,600	\$2,000	1.30	\$400	\$800	\$1,200	\$1,600	\$2,000
5	1.23	\$400	\$800	\$1,200	\$1,600	\$2,000	1.36	\$400	\$800	\$1,200	\$1,600	\$2,000
6	1.29	\$400	\$800	\$1,200	\$1,600	\$2,000	1.43	\$400	\$800	\$1,200	\$1,600	\$2,000
7	1.35	\$400	\$800	\$1,200	\$1,600	\$2,000	1.50	\$400	\$800	\$1,200	\$1,600	\$2,000
8	1.41	\$400	\$800	\$1,200	\$1,600	\$2,000	1.57	\$400	\$800	\$1,200	\$1,600	\$2,000
9	1.46	\$400	\$800	\$1,200	\$1,600	\$2,000	1.64	\$400	\$800	\$1,200	\$1,600	\$2,000
10	1.50	\$400	\$800	\$1,200	\$1,600	\$2,000	1.71	\$400	\$800	\$1,200	\$1,600	\$2,000
11	1.54	\$400	\$800	\$1,200	\$1,600	\$2,000	1.78	\$400	\$800	\$1,200	\$1,600	\$2,000
12	1.58	\$400	\$800	\$1,200	\$1,600	\$2,000	1.83	\$400	\$800	\$1,200	\$1,600	\$2,000
13							1.88	\$400	\$800	\$1,200	\$1,600	\$2,000
14												
15												

Years	BS+0	BS+8	BS+16	BS+24	BS+32	BS+40	MS	MS+8	MS+16	MS+24	MS+32	MS+40
0	\$35,925.	\$36,325.	\$36,725.	\$37,125.	\$37,525.	\$37,925.	\$39,518.	\$39,918.	\$40,318.	\$40,718.	\$41,118.	\$41,518.
1	\$37,003.	\$37,403.	\$37,803.	\$38,203.	\$38,603.	\$39,003.	\$40,955.	\$41,355.	\$41,755.	\$42,155.	\$42,555.	\$42,955.
2	\$38,081.	\$38,481.	\$38,881.	\$39,281.	\$39,681.	\$40,081.	\$42,392.	\$42,792.	\$43,192.	\$43,592.	\$43,992.	\$44,392.
3	\$39,877.	\$40,277.	\$40,677.	\$41,077.	\$41,477.	\$41,877.	\$44,547.	\$44,947.	\$45,347.	\$45,747.	\$46,147.	\$46,547.
4	\$42,032.	\$42,432.	\$42,832.	\$43,232.	\$43,632.	\$44,032.	\$46,703.	\$47,103.	\$47,503.	\$47,903.	\$48,303.	\$48,703.
5	\$44,188.	\$44,588.	\$44,988.	\$45,388.	\$45,788.	\$46,188.	\$48,858.	\$49,258.	\$49,658.	\$50,058.	\$50,458.	\$50,858.
6	\$46,343.	\$46,743.	\$47,143.	\$47,543.	\$47,943.	\$48,343.	\$51,373.	\$51,773.	\$52,173.	\$52,573.	\$52,973.	\$53,373.
7	\$48,499.	\$48,899.	\$49,299.	\$49,699.	\$50,099.	\$50,499.	\$53,888.	\$54,288.	\$54,688.	\$55,088.	\$55,488.	\$55,888.
8	\$50,654.	\$51,054.	\$51,454.	\$51,854.	\$52,254.	\$52,654.	\$56,402.	\$56,802.	\$57,202.	\$57,602.	\$58,002.	\$58,402.
9	\$52,451.	\$52,851.	\$53,251.	\$53,651.	\$54,051.	\$54,451.	\$58,917.	\$59,317.	\$59,717.	\$60,117.	\$60,517.	\$60,917.
10	\$53,888.	\$54,288.	\$54,688.	\$55,088.	\$55,488.	\$55,888.	\$61,432.	\$61,832.	\$62,232.	\$62,632.	\$63,032.	\$63,432.
11	\$55,325.	\$55,725.	\$56,125.	\$56,525.	\$56,925.	\$57,325.	\$63,947.	\$64,347.	\$64,747.	\$65,147.	\$65,547.	\$65,947.
12	\$56,762.	\$57,162.	\$57,562.	\$57,962.	\$58,362.	\$58,762.	\$65,743.	\$66,143.	\$66,543.	\$66,943.	\$67,343.	\$67,743.
13							\$67,539.	\$67,939.	\$68,339.	\$68,739.	\$69,139.	\$69,539.

