

**2015-2017**  
**NEGOTIATED AGREEMENT**  
**SOUTH VALLEY MULTI-DISTRICT SPECIAL EDUCATION**

**Preface**

The Board of South Valley Multi-District Special Education Unit and the South Valley Employees certified in Special Education, Speech/Language Pathology with the following exclusions: director, paraprofessionals, drivers, substitute teachers, psychologists, OTR, and/or resident teachers do hereby agree that the welfare of the children served in South Valley Multi-District Special Education Unit is paramount and will be promoted by both parties. The parties do hereby agree as follows:

This negotiated agreement applies only to those personnel teaching in the South Valley Special Education Unit and certified in special education, Speech/Language Pathology with the following exclusions: director, paraprofessionals, drivers, substitute teachers, psychologists, OTR, and/or resident teachers.

Both named parties recognize North Dakota Century Code 15.1-16-10 as the basis for negotiations in North Dakota multidistrict special education programs and do hereby agree to operate in accordance with said law.

**1. Emergency Leave/Funeral Leave**

Paid emergency leave of two (2) days per year shall be granted each employee. Such emergency leave shall be granted with the approval of the director.

Emergencies shall include illness, death of family or friends, and weather conditions that make it hazardous to a staff member's personal safety traveling from school to school. After using emergency leave days, a staff member may use additional days because of the death or illness of family or friends, with approval of the director. These days shall be deducted from sick leave days.

Emergency leave shall be cumulative to five (5) days.

**2. Sick Leave - Now Referred To As Disability Leave**

Paid sick leave (now referred to as Disability Leave) of twelve (12) days per year of service shall be given each employee accumulative to one hundred ten (110) days. Twelve (12) disability days may be used for employee illness or illness of immediate family (father, mother, spouse, child, spouse's children, and grandchildren of employee). Three (3) disability days may be used for illness in the extended family (father or mother of spouse and siblings of employee). If the employee is absent for three (3) days in a row, a doctor's excuse, furnished by the employee,

may be asked for in order to collect disability leave. If, for illness reasons, a teacher's contract is terminated by mutual consent between the Board and the teacher, said teacher will be allowed pay for unused disability leave at present contract terms.

Payment of twenty (20) dollars per day will be made for disability days accumulated in excess of one hundred ten (110) days prior to the present year. The payment will be included with the September 25<sup>th</sup> payroll of the new contract year and will not exceed twelve (12) days.

**Upon termination of employment the following actions will take place:**

- Teachers who have a minimum of 15 years service in the South Valley Unit (employment in other districts is not considered) will receive \$25.00 per unused disability day upon retirement up to 110 days.
- Teachers who have less than 15 years service in the South Valley Unit (employment in other districts is not considered) will receive \$10.00 per unused disability day upon retirement up to 110 days.
- Teachers who change employment from the South Valley Unit to employment as a special education teacher or service provider with a South Valley Unit member school will receive \$10.00 per unused disability day up to 110 days.
- Teachers who leave the unit for employment with a non-unit member or other organization will receive no compensation for unused disability days.

**Disability Leave Bank** - Each teacher under this negotiated agreement will donate one day a year with the option of two days to the disability leave bank. The disability leave bank will not exceed one hundred and eighty-one (181) days. The purpose of the bank shall be for unexpected and catastrophic illness and/or injury that directly impacts the employee. Days from the disability leave bank will be used with the approval of the disability leave bank committee (which consists of the South Valley board president, South Valley director, and two elected South Valley teachers) and with the advice from the consulting physician. Disability bank days to be used only after the teacher has used his/her own accumulated disability leave days. (2015)

### **3. Personal Leave**

Paid personal leave of three (3) days per year, accumulative to five (5) days, shall be given to each employee. Notice of intention to take personal leave shall be given two (2) days before the date required. Said leave shall be granted on approval of the director. Said leave cannot be added on to a holiday vacation without the approval of the director. After 5 days of personal leave have accumulated per year, the 2 unused personal days per year shall be reimbursed at \$75 per day or 2 days can be rolled into sick leave.

### **4. Leave of Absence**

Leave of absence will be dealt with on an individual basis by the Board and in no case will a leave of absence serve as one more year of service on the salary schedule. Previous credit will be retained. If a leave of absence is taken, it shall be without pay and no additional benefits may accrue. Those benefits already accrued shall not be forfeited.

## **5. Policy Handbook**

A policy handbook including any policies of the Board relating to the duties and responsibilities of employees, the provision of services to children and the appropriate exchange of information with parents, guardians, teachers, students, foster parents and others shall be provided to each employee. As policies change, they will be added to the handbook at the beginning of each year.

## **6. Home Base**

Home base assignments are a management decision and have to be maintained as such in order to service students.

## **7. School Calendar**

A school calendar will be provided by the administration before school starts for each staff member and may be changed during the year to accommodate the weather, students, etc. Employees covered under this negotiated agreement who are required by the director to work in excess of 182 days will be paid their daily wage according to the current negotiated agreement. School year is 182 day contract with 175 contact days or 4 early dismissal days and 174 contact days.

## **8. Medical Insurance**

A. For the 2015-2016 year, the Board will pay a Full Single Policy for medical insurance, or \$6,500.00 for an annuity, at the teacher's discretion. For the 2016-2017 year, the Board will pay a Full Single Policy for medical insurance, or \$6,800.00 for an annuity, at the teacher's discretion. This is provided the premium increase does not exceed 9.00% from the 2015-16 premium. If the 2016-17 premium increase exceeds 9.00%, negotiations will be reopened.  
(2015)

B. In establishing a flex plan, all costs will be paid by those in the plan.

## **9. Grievance Procedure**

A. A grievance is an alleged misinterpretation or inequitable application of the negotiated agreement.

B. A teacher with a grievance shall first discuss the complaint with the director.

C. If the aggrieved is not satisfied within an appropriate period of time, he or she may then request and shall be granted a hearing before the Board at their next regular meeting.

D. This notice should be a written request to the Board Business Manager.

E. The aggrieved and not more than two (2) representatives may present the grievance. At this time, the aggrieved may call witnesses to testify in their behalf. The witnesses may be questioned by the Board and the aggrieved.

F. The Board will submit a solution to the problem or grievance on or before the next regular board meeting date.

G. The Board's decision shall be final, subject to court review if the employee files suit.

### **10. Travel Reimbursement**

Travel that has been approved will be reimbursed at the state rates.

### **11. Placement on Salary Scale & Lane Changes**

Salaries for new teacher contracts will be determined based on graduate level college courses in the field of special education as verified by college transcripts.

All courses submitted for lane changes should be graduate level courses in the field of special education. A written request for approval of lane changes must be made to the director prior to enrollment. All requests are subject to the approval of the director.

Verification of credits received shall be reported to the business office by September 1 so that the additional stipend can be recognized. Verification will consist of a transcript of credits earned from the college attended by the teacher.

All years of experience are allowed. New hires with less than or equivalent years of experience and credits cannot exceed salary of existing South Valley teachers. Salary of the South Valley teacher will be brought up to the new hire salary with same years of experience and credits. (2015)

### **12. Board Meetings**

Two (2) staff members will be allowed to attend the South Valley Board meetings without taking personal leave to attend.

### **13. Teachers' Retirement**

The amount of employee assessment for Teachers' Fund For Retirement shall be paid by South Valley. It shall be treated as provided in Model 2 of Teachers' Retirement Plan.

### **14. Professional Growth & Certification**

Those teachers who have a mutual agreement with the director to earn ED certification will receive a one-time payment of \$500 upon completion of an ED certification. A reimbursement will be made up to \$60 per credit of graduate credit for any director approved continuing education credit.

The Board agrees that professional leave days, with pay, may be granted for attending and/or participating in professional meetings relating to education workshops, seminars, or conferences sponsored by industry, professional associations, colleges, universities, or governmental agencies concerned with public school matters.

The Board agrees that professional leave days, with pay, may be granted for visitation to other schools or educational institutions for the purpose of observing instructional techniques or other instructionally oriented programs.

### **15. Sabbatical Leave**

Teachers taking a one year sabbatical leave will be guaranteed reemployment.

### **16. Duration Clause**

The salary and benefits provisions of this contract shall be effective for the **2015-2017** school years and shall automatically be renewed and continue in force for additional periods of one year. Provisions of this agreement shall remain in full force until changed by mutual agreement.

### **17. Savings Clause**

Should any article, section, or clause of the agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this agreement to the extent that it violates the law. The Board and the recognized bargaining unit may by mutual agreement negotiate the part(s) of the agreement that is/are declared illegal. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the agreement if not affected by the deleted article, section, or clause.

\_\_\_\_\_  
Professional Staff Negotiation Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Negotiation Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
South Valley Professional Staff Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
South Valley Board Chairperson

\_\_\_\_\_  
Date

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**2015-17 South Valley Salary Schedule**

|                         |                     |                   |                   |                   |                   |                   |                   |                   |                   |                   |
|-------------------------|---------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| <b><u>NEW HIRES</u></b> | <b>BS</b>           | <b>BS+10</b>      | <b>BS+20</b>      | <b>BS+30</b>      | <b>BS+40</b>      | <b>MS</b>         | <b>MS+10</b>      | <b>MS+20</b>      | <b>MS+30</b>      | <b>MS+40</b>      |
|                         | <b><u>\$455</u></b> | <b><u>465</u></b> | <b><u>475</u></b> | <b><u>485</u></b> | <b><u>495</u></b> | <b><u>505</u></b> | <b><u>515</u></b> | <b><u>525</u></b> | <b><u>535</u></b> | <b><u>545</u></b> |
|                         | 34000               | 34410             | 34820             | 35230             | 35640             | 36460             | 36870             | 37280             | 37690             | 38100             |

**RETURNING STAFF**

|                         |           |              |              |              |              |           |              |              |              |              |
|-------------------------|-----------|--------------|--------------|--------------|--------------|-----------|--------------|--------------|--------------|--------------|
|                         | <b>BS</b> | <b>BS+10</b> | <b>BS+20</b> | <b>BS+30</b> | <b>BS+40</b> | <b>MS</b> | <b>MS+10</b> | <b>MS+20</b> | <b>MS+30</b> | <b>MS+40</b> |
| Receive Lane Value:     | 455       | 465          | 475          | 485          | 495          | 505       | 515          | 525          | 535          | 545          |
| + New Money Negotiated: |           |              |              |              |              |           |              |              |              |              |
| 2015-16                 | \$1060.   |              |              |              |              |           |              |              |              |              |
| 2016-17                 | \$900.    |              |              |              |              |           |              |              |              |              |

Lane Change Receives \$410 per lane;  
Exception: BS to MS is \$820.

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