

Souris Valley Special Services  
NEGOTIATED AGREEMENT  
FOR SCHOOL YEAR 2024-2026

RECOGNITION CLAUSE

The SVSS Board recognizes the Souris Valley Education Association as the exclusive bargaining representation of all certified personnel employed who are not administrative or supervisory in nature.

ARTICLE I. TEACHER RESPONSIBILITY

Section 1 Workday

SVSS teachers have a 184-day contract with 3 paid holidays schedules on the yearly SVSS calendar. The work week covers Monday through Friday. The usual workweek period is 8:00 am – 4:30 with a 1-hour lunch. Work and travel hours for employees shall include the time traveling to and from schools for scheduled work duties. Work and travel will be recorded and submitted monthly to the Director.

SLP teachers will follow their respective school calendar and workday.

Summer Contracts: Employees working in the summer to fulfil SVSS Unit obligations will be given a contract and paid hourly according to their current contract. Work and travel will be recorded and submitted monthly to the Director.

Employee's job description will be issued with their contract.

ARTICLE II. INSURANCE

Health Insurance

Each October, the Board shall determine its contribution to health insurance benefits for each teacher. Souris Valley Special Service pays 100% of Single and Single Plus Dependent policies and at least a rate of .7347 for a family plan with BlueCross/BlueShield. The Board shall pay both dental and vision insurance for each employee.

Employees who work at least 50%, but less than 100% will receive a premium contribution from the Unit prorated according to the percentage of time employed by the Unit. Any remaining premium balances shall be paid by the participating employee through payroll deduction.

Dental and Vision Insurance

For both dental and vision insurance, Souris Valley Special Services will pay 100% for a family plan.

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Employees who work at least 50%, but less than 100% will receive a premium contribution from the Unit prorated according to the percentage of time employed by the Unit. Any remaining premium balances shall be paid by the participating employee through payroll deduction. For dental and vision insurance only, an employee who works at least 50% but less than 100% will receive the prorated amount of a family plan which can be used towards the cost of either a family or single plan (e.g., an employee who is 60% FTE will receive up to 60% of the cost of a family dental and vision plan to use towards a single or family dental and vision plan).

Nothing herein allows nor requires Souris Valley Special Services to provide a cash or other benefit for those that do not utilize all or a portion of the maximum benefit allowed for dental or vision insurance.

The health insurance coverage paid by the Unit will cease on September 30 for those who do not expect to return to the Souris Valley Special Services Unit the following year unless the employee elects to pay for health insurance coverage under COBRA.

#### Life Insurance

The Souris Valley Special Services Board will pay the premium for \$30,000 of term life insurance for each employee and allows the employee an option of purchasing an additional \$40,000 term life insurance through payroll deduction.

#### Flexible Benefit Plan

The Board will make available a flexible benefit plan to all employees. The Board agrees to pay any start-up costs and the monthly administrative costs for employees taking part in such a plan.

#### Long Term Disability

The Souris Valley Special Services Board will make available long-term disability insurance to each certified licensed staff through payroll deduction. The cutoff date for coverage under long-term disability is the last day of employment for those who do not expect to return to the Souris Valley Special Services Unit for the following year.

### ARTICLE III. LEAVES

#### GROUP A. PAID LEAVES

##### Section 1 Sick Leave

Sick leave is allowed for any illness that prevents the employee from performing normal duties and tasks and is taken in 1-hour increments of the day. Pregnancy shall be treated in like manner as any

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other illness for purposes of sick leave. A doctor's excuse may be required if the person is absent from work longer than 3 consecutive days.

SVSS provides sick leave which may accumulate to a maximum of one hundred eighty (180) days. At the start of the contract year, each employee will receive ten (10) days of sick leave or the balance necessary to reach the maximum of one hundred eighty days, whichever is less. Ten (10) days per year may be used for immediate family illness. Immediate family is defined as mother, father, spouse, dependent son or daughter.

## Section 2 Personal Leave

Each employee shall have five (5) days personal leave per year (prorated accordingly) that will be approved by the director. A maximum of two (2) days may be carried over to the next contract year and can accumulate to a maximum of seven (7).

## Section 3 Professional Leave

Certified licensed staff may request time for attending or participating in professional meetings or activities. The request for professional leave shall be submitted to the Director for approval.

Employees should be encouraged to participate in activities that support and promote their profession and the unit. These can be, but are not limited to professional organizations, collaboration with universities (during work time), etc. as directly related to the Special Education Unit, member schools and their students. Additional salary/wages cannot be earned during contracted hours. Approved professional leave must be in line with federal funding regulations for special education.

## Section 4 Funeral Leave

Funeral leave is not to exceed five (5) days and shall be granted for the death of any member of the teacher's immediate family. The immediate family is defined as father, mother, wife, husband, fiancé, brother, sister, son, daughter, grandmother, grandfather, grandchild, mother-in-law, father-in-law, spouse's grandmother, and spouse's grandfather.

Funeral leave is not to exceed three (3) paid days per year and shall be granted for the death of any member of the teacher's extended family. Extended family is defined as brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, or uncle.

## Section 5 Absence Due to Necessity

A total of five (5) days in any one year may be taken due to necessity and the gross daily rate of pay

(\$90.00) shall be deducted from the employee's salary. This leave is non-cumulative. Prior to requesting this leave an employee's personal leave must be used. Absence due to necessity may not be used in conjunction with personal leave unless approved by the Director with documented good cause.

Such leave may be used for the following reasons:

1. Court proceedings when subpoenaed to appear in court for proceedings not related to work, excluding court proceedings initiated by the employee such as divorce proceedings or personal lawsuits. Employees must first use personal leave for such personal proceedings and then receive the Director's approval to use absence due to necessity leave for such court proceedings.
2. Illness of family members including spouse, parents, children/step-children (other than minors who are covered under the sick leave policy), mother-in-law, father-in-law, step-parents, brother, and sister after the allowed 5 family illness days of sick leave for the year are used.
3. Illness of the employee when sick leave has been exhausted.
4. Maternity leave of the employee when sick leave has already been exhausted.

#### Section 7 Pay Deduct

Pay deduct day(s) may be taken once personal leave has been exhausted. This is the gross annual salary amount divided by the number of contracted days.

#### Section 8 Board Meeting

Employees may attend SVSS board meeting without taking leave, schedules permitting their attendance.

### ARTICLE IV. TEACHER EMPLOYMENT

#### Section 1 New Teacher Hiring Schedule.

New hires with prior experience shall receive \$500 for each year of experience outside the unit up to a maximum of 15 years' experience.

BSE	BSE + 15	BSE + 30	BSE + 45	MS	MS + 15	MS + 30	MS + 45	MS + 60
\$50,000	\$51,500	\$53,000	\$54,500	\$65,000	\$66,500	\$68,000	\$69,500	\$71,000

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### "SAFETY NET CLAUSE"

No new employee will be paid more than a returning employee similarly situated and no returning teacher will be paid less than the hiring line of the BSE salary. "Similarly situated" means the same education lane, and the same or more years of experience.

The following rules shall be applicable in determining placement (initial and lane changes) on the appropriate salary schedule lane:

*Approved Courses:* In order to be approved for horizontal lane change, a course must be a graduate credit (only 500 level or above classes).

### Section 2 Returning Teacher Educational Credits

BSE	BSE + 15	BSE + 30	BSE + 45	MS	MS + 15	MS + 30	MS + 45	MS + 60
	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500

Each returning teacher will receive the following increases \$2,200.00 in 2024-25 and \$2,200.00 in 2025-2026. Part time teachers' raises will be prorated based on their contracted percentage.

Individual contracts will only be modified to reflect horizontal lane change prior to June 15 for the next contract year.

### Section 3 Teacher's Fund for Retirement

The Souris Valley Special Services Board agrees to furnish the employer's portion of the TFFR as enacted by the Legislature and agrees to tax shelter the teacher's share of TFFR by reducing the teacher's salary accordingly.

### Section 4 Release from Contract

#### Resignation of Contracted Staff

Staff members who decide to leave the employment of the Unit at the end of their current contract are requested to submit a written resignation to the Director immediately upon making the decision. The resignation shall indicate clearly the date upon which it is intended to be effective. No resignation shall be deemed effective until the Board has approved it.

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### Breaches and Releases from Contract

All staff under contract with the Unit are expected to fulfill the entire term of the contract. Any contracted teacher who has not been granted a release by the Board and who fails to fulfill a contract with the Unit will be reported to their respective licensing board. No release from contract shall be deemed granted until the Board has unconditionally approved it.

Liquidated Damages and Breaches: Any release from contract or breach of contract is subject to a payment of liquidated damages to the Unit unless waived by the Board. Liquidated damage amounts are as follows: June - \$300, July - \$500, and August through May - \$750. A certified check or bank money order for the applicable amount set forth above shall be deposited with the Business Manager prior to Board consideration of the release. Nothing herein shall be construed as meaning the Board must release a teacher upon payment of stated damages.

### Cell Phone

Employees (excluding business manager and flow through contracts) shall receive a stipend of \$35/month for cell phone use contracted months. This will be submitted for reimbursement on the SVSS Mileage form. Employees on summer contracts will receive 35.00/month based on submission of SVSS Time & Effort.

### Saving Clause

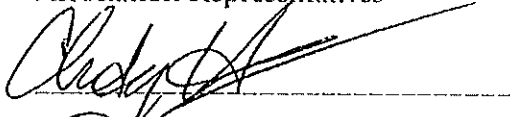
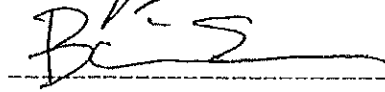
Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this agreement to the extent that it violates the law. The remaining articles, sections, or clauses shall remain in full force and effect for the duration of the agreement if not affected by the deleted article, section, or clause.

### Duration Clause

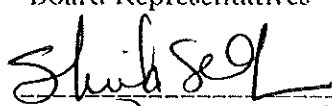
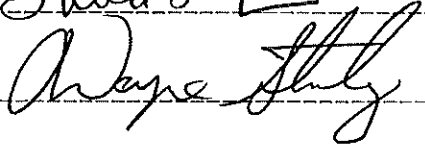
The provisions of this agreement will be effective as of May 9, 2024 and will continue and remain in full force and effect until June 30, 2025. Said agreement will be automatically renewed for additional periods of one (1) year unless either the board or the associations gives written notice to the other not later than 90 days prior to the expiration date, or any anniversary thereof, of its desire to reopen this agreement and to negotiate over the terms of a successor agreement. The board and the association may mutually agree to reopen negotiations, at any time, on any selected article of the agreement and to extend the remaining articles without further negotiations. In addition, both parties expressly recognize that negotiations on the terms of a successor agreement must take place at the request of either party, providing notice is given. In witness thereof, duly authorized representatives of the association and the board hereunto set their hands and seals this 9 day of May 2024.

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Association Representatives

  
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Board Representatives

  
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Received of the Souris Valley Special Services Business Office this 09 day of May, 2024.

  
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Kelsie Harris, Business Manager