

# MASTER AGREEMENT

BETWEEN

**Upper Valley Special Education Unit**

AND

**Upper Valley Education Association**

FOR SCHOOL YEARS

2019-2020 / 2020-2021

NEGOTIATED AGREEMENT

The provisions of each Article of this Agreement, except as otherwise specifically provided, shall be effective as of July 1, 2019 to June 30, 2021, and at which time it shall automatically renew itself for additional periods of one year unless written notification to the contrary is made by either party no later than March 15. If such notification occurs, the entire Agreement shall be renegotiated. Changes may be made at any time by mutual consent.

The Board and the Association agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties and that said terms and conditions may not be altered, changed, added to, deleted from, or modified without the written consent of the parties in amendment, written and attached and made part of this agreement.

In witness whereof, signatures of the duly authorized representative of the Association and the Board indicate that this Agreement has been ratified by the Upper Valley Association and the Upper Valley Special Education Board.

**MASTER AGREEMENT**  
**Upper Valley Special Education Unit**  
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**UPPER VALLEY SPECIAL EDUCATION BOARD  
MASTER CONTRACT  
2019-2020 / 2020-2021**

The policy of the Upper Valley Multidistrict Special Education Board is to provide the children of Walsh, Pembina and rural Grand Forks Counties who have learning deficiencies the opportunity to correct these learning deficiencies to the best of each child's abilities. For those children who have permanent disabilities, the board shall try to provide the opportunity for each child to compensate for his/her disabilities. The purpose of special education is to meet the needs of all children in special education so that upon completion of their education they will know and understand the meaning of being able to feel good about one's self and his/her education so that they may achieve a level of success in today's society.

1. **Length of School Year** Each staff member shall start school on one school schedule and then follow that school calendar, such that the required 187 days are put in. Days worked beyond 187 (i.e. home district inservice days) will be reimbursed at teacher's full daily rate at the home district's expense. The director shall be responsible for informing the schools in the Fall as to which special education personnel will be in their schools and to request that administrators keep the special education staff informed of their respective schedules.
2. **Length of School Day** Staff will follow the hours of the school(s) where they work. The work day will not exceed 8 hours.
3. **Storm Days** If the staff member cannot make his/her assigned schools, the staff member will have to use a personal day. If all personal days are used, the staff member may use one sick day per year, prior to taking a day without pay. If an assigned school is not in session, the staff member shall not report.
4. **Salary Payments** Each staff member shall be given a payment option at the beginning of each contract period. Possible options are:
  - A) Twelve (12) month basis
  - B) Ten (10) month basis...1/10 payable each month.
5. **Pay Day** will be the 15th of each month. If the 15th falls on a weekend or holiday, the checks will be received by a staff member on the last working day before the 15th.
6. **Payroll Deductions** may be made for Federal Income Tax, Social Security, ND/MN State Income Tax, Teacher's Retirement as allowed under the NDTFFR Model 1 System, health savings plan benefits and medical insurance.
7. **Leaves**
  - A. **Sick Leave.** Each staff member shall earn sick leave days at the rate of twelve (12) days per year and shall be entitled to accumulate unused sick leave to a maximum of ninety days (90) days. Staff members will be permitted to use sick leave in hourly increments, with each day equaling 8 hours.
    - 1) Sick leave with pay shall be allowed for illness or medical appointments of the staff member or members of his/her immediate family. Immediate family shall include wife,

husband, daughter and son, foster child, mother, father, sister, brother, mother-in-law, father-in-law, and grandchild. The Upper Valley Special Education Unit may require a teacher to provide written verification of illness or disability from a qualified physician in order to qualify for sick leave pay after twenty days of any one illness or disability. Up to 30 days of accumulated sick leave may be used for maternity/paternity leave and up to 20 days of accumulated sick leave days may be used for adoption leave. This leave must be used within 45 days of the birth/adoption of the child.

2) Sick leave allowed shall be deducted from the accrued sick leave days of the staff member.

3) An accounting of the number of accumulated permissible absence days shall be given to each staff member at the beginning of the contract period.

4) Staff members who have been employed by UVSE for a minimum of 10 years will be eligible for pay of \$15.00 per unused sick leave day, up to an accumulated maximum of 90 days. Pay for unused sick leave days may be requested only upon leaving employment.

**B. Bereavement Leave.** Three (3) days of non-cumulative bereavement leave will be granted per year without salary deduction. Bereavement leave may be used to attend and/or to make final arrangements for a funeral. Sick leave may be granted at the discretion of the director if additional days are needed for immediate family (i.e., spouse, mother, father, daughter, son, sister and brother).

NOTE: staff members using sick leave or bereavement leave shall notify the director or his/her duly named delegate before 8:00 a.m. The director, or his/her delegate, will notify the staff member's schools.

**C. Personal Leave.** Five (5) days of personal leave will be granted per school year. There will be no carryover of personal days from the previous year. Staff will be permitted to use personal leave in hourly increments, with each day equaling 8 hours. Staff members will be compensated at the end of the school year for unused personal leave. Compensation will be equal to the rate of substitute pay in their base school. The staff member shall notify the Director, or his/her delegate, one week in advance in writing when requesting personal leave.

**D. Legislative and Jury Leave.** Any staff member who is elected to the State Legislature shall be granted a leave without pay for that period. Any staff member who is chosen for jury duty shall be granted leave with pay, less jury pay for the days involved.

**E. Long- Term Leave.** Full-time members of Upper Valley Special Education may be granted a one (1) year leave of absence, upon the recommendation of the Director and approval of the Board. When granted, the leave shall be without pay or any fringe benefits. The teacher may continue to be covered under the Unit's group health insurance, at the teacher's own expense during the leave of absence, pending approval from the health insurance company. The staff member will return to a position to which they are qualified. Upper Valley Special Education will make every effort to return the employee to the same site, if possible. Notification of request for said leave shall be submitted to the Director by April 15<sup>th</sup> of the current school year.

**F. Professional Leave.** Approval for Professional Leave will be at the discretion of the Director.

**8. Professional Education and Renewal Clause** Certified staff of the Upper Valley Multidistrict Board shall be required to complete all certification requirements as soon as possible. It is mandatory that all certified special education staff meet state requirements on or before the state deadline.

**9. Mileage** The staff members shall be reimbursed for authorized travel at the state rate. After schools have been assigned, the Director and staff member shall determine a base school and actual mileage to and from the base school. Members will not be reimbursed for travel from home to base school. Mileage will be reimbursed from last place of work to base school. Mileage will be reimbursed from last place of work to home or last place of work to base school, whichever is less.

**10. Preparation Time** Shall be equal to that of teachers in staff member's assigned schools. There shall be a minimum of 2.5 hours of scheduled time to be used at the staff's discretion per week, per staff member.

**11. Working Location** Shall be maintained according to state guidelines to the best of each school's ability for housing of materials and personnel.

**12. Breach of Contract** The Board shall follow the state law listed on the contract (15-47-28 NDCC). Each request shall be open for review.

**13. Fringe Benefits**

**A. Health Insurance.**

For the 2019-2020 and 2020-2021 school years, the Board will pay the amount of a single health insurance premium toward a single, single plus dependent or full family policy. No changes in policy benefits will occur unless negotiated by Board and staff members.

**B. Income Protection Insurance.** The Board shall pay the premium for the agreed upon disability income protection plan.

**14. Half-Time Employment** All staff members presently hired will retain their present benefit percentage. No staff member hired after 3/1/94 will receive any benefits if employed less than fifty (50) percent. Staff members less than full time, but fifty (50) percent or more, will receive the same percent of benefits equal to the percent of their contract.

**15. Salary Schedule** The salary schedule for all teachers shall be set forth in Schedule 1 for 2019-2020 and Schedule 2 for 2020-2021 of the appendix.

**A. Base Salary:** The salary schedule shall have a \$40,900 base for the 2019-2020 school year and a \$41,750 base for the 2020-2021 school year.

**B. Credit/Horizontal Lanes:** Lane increments are \$1000 except for the Master's Lane increment is \$2,500 for the 2019-2020 and 2020-2021 school years. Lane change credits must be earned at an accredited university and approved by the Director by September 1<sup>st</sup> of the current year.


C. Experience/Vertical Steps: Experience increments for the 2019-2020 and 2020-2021 school terms are \$500 (Steps 1-10), \$550 (Steps 11-20), and \$600 (Steps 21-30). Teachers on the career step will receive the agreed upon base increase.

D. At the discretion of the Board, any teacher employed in the system shall be allowed unlimited years of previous experience from another system.

**16. Extended Year Salary Schedule**

Any staff person on an extended year teaching contract will be paid \$30.00/hour.

One hour of prep time will be paid for each six hours of direct instruction. One half-hour of prep time will be paid for each three hours of direct instruction time.

  
\_\_\_\_\_  
Board Negotiator

4/2/19  
Date

  
\_\_\_\_\_  
Negotiating Unit

4-2-19  
Date

  
\_\_\_\_\_  
Board President

4-2-19  
Date

Master Agreement – Appendix Schedule 1

**UPPER VALLEY SPECIAL EDUCATION - 2019-2020 SALARY SCHEDULE**

**STEPS:**

0-10

11-20

21-30

**LANES:**

\$1000, with exception of MA lane - \$2500

\$500

\$550

\$600

Step	1 BA	2 BA+12	3 BA+24	4 MA	5 MA+12	6 MA+24
0	40,900	41,900	42,900	45,400	46,400	47,400
1	41,400	42,400	43,400	45,900	46,900	47,900
2	41,900	42,900	43,900	46,400	47,400	48,400
3	42,400	43,400	44,400	46,900	47,900	48,900
4	42,900	43,900	44,900	47,400	48,400	49,400
5	43,400	44,400	45,400	47,900	48,900	49,900
6	43,900	44,900	45,900	48,400	49,400	50,400
7	44,400	45,400	46,400	48,900	49,900	50,900
8	44,900	45,900	46,900	49,400	50,400	51,400
9	45,400	46,400	47,400	49,900	50,900	51,900
10	45,900	46,900	47,900	50,400	51,400	52,400
11	46,450	47,450	48,450	50,950	51,950	52,950
12	47,000	48,000	49,000	51,500	52,500	53,500
13	47,550	48,550	49,550	52,050	53,050	54,050
14	48,100	49,100	50,100	52,600	53,600	54,600
15	48,650	49,650	50,650	53,150	54,150	55,150
16		50,200	51,200	53,700	54,700	55,700
17		50,750	51,750	54,250	55,250	56,250
18		51,300	52,300	54,800	55,800	56,800
19		51,850	52,850	55,350	56,350	57,350
20		52,400	53,400	55,900	56,900	57,900
21		53,000	54,000	56,500	57,500	58,500
22		53,600	54,600	57,100	58,100	59,100
23		54,200	55,200	57,700	58,700	59,700
24		54,800	55,800	58,300	59,300	60,300
25		55,400	56,400	58,900	59,900	60,900
26			57,000	59,500	60,500	61,500
27			57,600	60,100	61,100	62,100
28			58,200	60,700	61,700	62,700
29			58,800	61,300	62,300	63,300
30			59,400	61,900	62,900	63,900

**CAREER**

**\$ 650.00**

Master Agreement – Appendix Schedule 2

**UPPER VALLEY SPECIAL EDUCATION - 2020-2021 SALARY SCHEDULE**

**STEPS:**

0-10      11-20  
\$500      \$550

**LANES:**

\$1000, with exception of MA lane - \$2500

	1	2	3	4	5	6
Step	BA	BA+12	BA+24	MA	MA+12	MA+24
0	41,750	42,750	43,750	46,250	47,250	48,250
1	42,250	43,250	44,250	46,750	47,750	48,750
2	42,750	43,750	44,750	47,250	48,250	49,250
3	43,250	44,250	45,250	47,750	48,750	49,750
4	43,750	44,750	45,750	48,250	49,250	50,250
5	44,250	45,250	46,250	48,750	49,750	50,750
6	44,750	45,750	46,750	49,250	50,250	51,250
7	45,250	46,250	47,250	49,750	50,750	51,750
8	45,750	46,750	47,750	50,250	51,250	52,250
9	46,250	47,250	48,250	50,750	51,750	52,750
10	46,750	47,750	48,750	51,250	52,250	53,250
11	47,300	48,300	49,300	51,800	52,800	53,800
12	47,850	48,850	49,850	52,350	53,350	54,350
13	48,400	49,400	50,400	52,900	53,900	54,900
14	48,950	49,950	50,950	53,450	54,450	55,450
15	49,500	50,500	51,500	54,000	55,000	56,000
16		51,050	52,050	54,550	55,550	56,550
17		51,600	52,600	55,100	56,100	57,100
18		52,150	53,150	55,650	56,650	57,650
19		52,700	53,700	56,200	57,200	58,200
20		53,250	54,250	56,750	57,750	58,750
21		53,850	54,850	57,350	58,350	59,350
22		54,450	55,450	57,950	58,950	59,950
23		55,050	56,050	58,550	59,550	60,550
24		55,650	56,650	59,150	60,150	61,150
25		56,250	57,250	59,750	60,750	61,750
26			57,850	60,350	61,350	62,350
27			58,450	60,950	61,950	62,950
28			59,050	61,550	62,550	63,550
29			59,650	62,150	63,150	64,150
30			60,250	62,750	63,750	64,750

**CAREER**  
**\$ 850.00**