

# MASTER AGREEMENT

BETWEEN

**Upper Valley Special Education Unit**

AND

**Upper Valley Education Association**

FOR SCHOOL YEARS

2021-2022 / 2022-2023

NEGOTIATED AGREEMENT

The provisions of each Article of this Agreement, except as otherwise specifically provided, shall be effective as of July 1, 2021 to June 30, 2023, 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.

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**Upper Valley Special Education Unit**  
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**UPPER VALLEY SPECIAL EDUCATION BOARD  
MASTER CONTRACT  
2021-2022 / 2022-2023**

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 2021-2022 and 2022-2023 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 2021-2022 and Schedule 2 for 2022-2023 of the appendix.
  - A. **Base Salary:** The salary schedule shall have a \$43,250 base for the 2021-2022 school year and a \$44,000 base for the 2022-2023 school year.
  - B. **Credit/Horizontal Lanes:** Lane increments are \$1000 except for the Master's Lane increment is \$2,500 for the 2021-2022 and 2022-2023 school years. Lane change credits must be earned at an accredited university or other licensure program approved by ND ESPB. Credits must be approved by the Director by September 1<sup>st</sup> of the current year.

C. Experience/Vertical Steps: Experience increments for the 2021-2022 and 2022-2023 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.

*Guil Olson*

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

4/19/21

\_\_\_\_\_  
Date

*Andrew Cota*

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

4/19/21

\_\_\_\_\_  
Date

*Jeff M... ..*

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

4/19/21

\_\_\_\_\_  
Date

**UPPER VALLEY SPECIAL EDUCATION - 2021-2022 SALARY SCHEDULE 1**

**STEPS:**

0-10	11-20	21-30
500	550	600

**LANES:**

1000, with exception of MA lane - 2500

**Base 43,250.00**

Lanes **1000** **2500**  
**Proposed Salary Schedule 2021-2022**

	1	2	3	4	5	6	7
Step	BA	BA+12	BA+24	MA	MA+12	MA+24	MA+36
0	43,250	44,250	45,250	47,750	48,750	49,750	50,750
1	43,750	44,750	45,750	48,250	49,250	50,250	51,250
2	44,250	45,250	46,250	48,750	49,750	50,750	51,750
3	44,750	45,750	46,750	49,250	50,250	51,250	52,250
4	45,250	46,250	47,250	49,750	50,750	51,750	52,750
5	45,750	46,750	47,750	50,250	51,250	52,250	53,250
6	46,250	47,250	48,250	50,750	51,750	52,750	53,750
7	46,750	47,750	48,750	51,250	52,250	53,250	54,250
8	47,250	48,250	49,250	51,750	52,750	53,750	54,750
9	47,750	48,750	49,750	52,250	53,250	54,250	55,250
10	48,250	49,250	50,250	52,750	53,750	54,750	55,750
11	48,800	49,800	50,800	53,300	54,300	55,300	56,300
12	49,350	50,350	51,350	53,850	54,850	55,850	56,850
13	49,900	50,900	51,900	54,400	55,400	56,400	57,400
14	50,450	51,450	52,450	54,950	55,950	56,950	57,950
15	51,000	52,000	53,000	55,500	56,500	57,500	58,500
16		52,550	53,550	56,050	57,050	58,050	59,050
17		53,100	54,100	56,600	57,600	58,600	59,600
18		53,650	54,650	57,150	58,150	59,150	60,150
19		54,200	55,200	57,700	58,700	59,700	60,700
20		54,750	55,750	58,250	59,250	60,250	61,250
21		55,350	56,350	58,850	59,850	60,850	61,850
22		55,950	56,950	59,450	60,450	61,450	62,450
23		56,550	57,550	60,050	61,050	62,050	63,050
24		57,150	58,150	60,650	61,650	62,650	63,650
25		57,750	58,750	61,250	62,250	63,250	64,250
26			59,350	61,850	62,850	63,850	64,850
27			59,950	62,450	63,450	64,450	65,450
28			60,550	63,050	64,050	65,050	66,050
29			61,150	63,650	64,650	65,650	66,650
30			61,750	64,250	65,250	66,250	67,250

**CAREER**  
**\$ 1,500.00**

**UPPER VALLEY SPECIAL EDUCATION - 2020-2023 SALARY SCHEDULE 2**

**STEPS:**

0-10      11-20      21-30  
 500      550      600

**LANES:**

1000, with exception of MA lane - 2500

**Base**      44,000.00

Lanes      1000      2500

**Proposed Salary Schedule 2022-2023**

Step	1 BA	2 BA+12	3 BA+24	4 MA	5 MA+12	6 MA+24	7 MA+36
0	44,000	45,000	46,000	48,500	49,500	50,500	51,500
1	44,500	45,500	46,500	49,000	50,000	51,000	52,000
2	45,000	46,000	47,000	49,500	50,500	51,500	52,500
3	45,500	46,500	47,500	50,000	51,000	52,000	53,000
4	46,000	47,000	48,000	50,500	51,500	52,500	53,500
5	46,500	47,500	48,500	51,000	52,000	53,000	54,000
6	47,000	48,000	49,000	51,500	52,500	53,500	54,500
7	47,500	48,500	49,500	52,000	53,000	54,000	55,000
8	48,000	49,000	50,000	52,500	53,500	54,500	55,500
9	48,500	49,500	50,500	53,000	54,000	55,000	56,000
10	49,000	50,000	51,000	53,500	54,500	55,500	56,500
11	49,550	50,550	51,550	54,050	55,050	56,050	57,050
12	50,100	51,100	52,100	54,600	55,600	56,600	57,600
13	50,650	51,650	52,650	55,150	56,150	57,150	58,150
14	51,200	52,200	53,200	55,700	56,700	57,700	58,700
15	51,750	52,750	53,750	56,250	57,250	58,250	59,250
16		53,300	54,300	56,800	57,800	58,800	59,800
17		53,850	54,850	57,350	58,350	59,350	60,350
18		54,400	55,400	57,900	58,900	59,900	60,900
19		54,950	55,950	58,450	59,450	60,450	61,450
20		55,500	56,500	59,000	60,000	61,000	62,000
21		56,100	57,100	59,600	60,600	61,600	62,600
22		56,700	57,700	60,200	61,200	62,200	63,200
23		57,300	58,300	60,800	61,800	62,800	63,800
24		57,900	58,900	61,400	62,400	63,400	64,400
25		58,500	59,500	62,000	63,000	64,000	65,000
26			60,100	62,600	63,600	64,600	65,600
27			60,700	63,200	64,200	65,200	66,200
28			61,300	63,800	64,800	65,800	66,800
29			61,900	64,400	65,400	66,400	67,400
30			62,500	65,000	66,000	67,000	68,000

**CAREER**  
**\$ 750.00**