

MASTER AGREEMENT

BETWEEN

UPPER VALLEY SPECIAL EDUCATION UNIT

AND

UPPER VALLEY EDUCATION ASSOCIATION

FOR SCHOOL YEARS

2025-2026 / 2026-2027

NEGOTIATED AGREEMENT

The provisions of each Article of this Agreement, except as otherwise specifically provided, shall be effective as of July 1, 2025 to June 30, 2027, 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 not less than (160) days prior to the annual anniversary dates. Such date shall be in writing.

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.

UPPER VALLEY SPECIAL EDUCATION UNIT

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UPPER VALLEY SPECIAL EDUCATION BOARD

MASTER CONTRACT

2025-2026 / 2026-2027

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.

Recognition of Exclusive Representative

In accordance with the Teachers Representation and Negotiations Statutes (NDCC 15.1-16-11) the Upper Valley Special Education Board recognizes the Upper Valley Special Education Association as the representative organization for the teachers employed by the board of Upper Valley. Said representative organization shall have the rights and duties as prescribed by North Dakota Statutes and as described in this contract. (NDCC 15.1-16-13) (NDCC 15.1-16-18)

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 in-service 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. Staff will be compensated the ESY hourly rate for meetings, training for self or additional personnel (i.e. paraprofessionals), and student contact time outside of the 8-hour school day.

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 Pay date shall be the 15th of each month. If the 15th is on a Saturday or Sunday, the pay date shall be the 13th /14th of the month. If the 15th of the month is on a bank holiday the pay date shall be the previous bank business day. Certified staff monthly pay stubs will include the most recent information regarding payroll deductions. 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

5. Payroll Deductions May be made for Federal Income Tax, Social Security, ND/MN State Income Tax, Teacher's Retirement as allowed under the ND TFFR Model 1 System, health savings plan benefits and medical insurance.

6. 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.

7. 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.
8. Mileage: The staff shall be reimbursed for authorized travel at the state rate. After schools have been assigned, the Director and staff shall determine a base school and actual mileage to and from the base school. Staff 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.
9. Working Location: Shall be maintained according to state guidelines to the best of each school's ability for housing of materials and personnel.

10. Leaves

A. Sick Leave

1. 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.
2. Staff members will be permitted to use sick leave in hourly increments, with each day equaling 8 hours.
3. Sick leave with pay shall be allowed for illness or medical appointments of the staff member or members of his/her immediate family. The immediate family shall include wife, husband, daughter, son, foster child, mother, father, sister, brother, mother-in-law, father-in-law and grandchild.
4. Sick leave allowed shall be deducted from the accrued sick leave days of the staff member.
5. 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 up to an accumulated maximum of 90 days. Pay for unused sick leave days may be requested only upon leaving employment.
6. 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.

B. Childbearing/Adoption Placement Leave

A teacher shall be granted a leave of absence for the purpose of childbearing as follows: Childbearing/Adoption Placement leave will be granted in accordance with the Family Medical Leave Act. Said teachers shall notify the Director of Upper Valley Special Education and the designated building administrator in writing of their desire to take such leave at least sixty days prior to the date on which their leave is to begin. They should also give an approximate date on which their leave is to begin. They shall also at this time give an approximate date on which they plan to resume their full-time duties as an instructor so that the replacement instructor may be advised of the length of their tenure as a substitute instructor. Up to 40 days of accumulated sick leave may be used for Childbearing/Adoption Placement leave. This leave must be used within 45 school calendar days of the birth/adoption of the child. Additional leave beyond the allowable 40 days under FMLA will be unpaid, job protected leave.

C. 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). 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

D. 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.

E. Extended Leave

- a. Long-Term Leave. Full-time instructors 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.
- b. The instructor 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 15th of the current school year.

F. Professional Leave

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

G. Leave Without Pay

Leave without pay is available at the discretion of the Director. One contract day of salary will be deducted per day of leave without pay. Benefits will be deducted per day for all leave without pay not covered by FMLA. Taking leave without approval is a breach of contract and can result in dismissal and/or suspension of one's license.

11. Resignation Penalty

Release from contract and release fee is to be determined by the Board. Once a teacher signs their contract, it is assumed that the teacher will provide the contracted teaching services and will not breach or request a release during the term of the contract. It is mutually acknowledged that termination of a contract by a teacher prior to its completion results in damages to the Unit. While it is extremely difficult to calculate the actual cost to the Unit as a result of a release from or breach of contract, the Unit has established the following liquidated damages to be paid by the teacher in the event a teacher requests to be released from or breaches their contract during the contract term. The damages amount is expressed in a percentage and is based on the time of release/breach.

From date contract is signed through July 1st: 3% of base salary

After July 1st: 7% of base salary

The board has the discretion to waive all or a portion of the liquidated damages in a given situation.

12. Benefits/Insurance

- a. Health Insurance for the 2025/2026 and 2026/2027 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.
- c. 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

13. Salary

- a. Salary Schedule. The salary schedule for all teachers shall be set forth in Schedule 1 for 2025-2026 and Schedule 2 for 2026-2027 of the appendix.
- b. Base Salary. The salary schedule shall have a \$48,750 base for the 2025-2026 school year and a \$50,000 base for the 2026-2027 school year.
- c. Credit/Horizontal Lanes. Lane increments are \$1000 except for the MA/BA+36 lane increment is \$2,500 for the 2025-2026 and 2026-2027 school year.
- d. 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 1st of the current year.
- e. Experience and Vertical steps. Experience increments for the 2025-2026 and 2026-2027 school terms are \$540 (Steps 1-10), \$590 (Steps 11-20), and \$640 (Steps 21-30). Teachers on the career step will receive the agreed upon base increase.
At the discretion of the Board, any teacher employed in the system shall be allowed unlimited years of previous experience from another system.
- f. Extended Year Salary Schedule. Any staff person on an extended year teaching contract will be paid \$38.00/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

5/14/25 07:12 EDT

Date



Teacher Negotiator

5/13/25 16:33 EDT

Date



Board President

5/13/25 16:07 EDT

Date

UPPER VALLEY SPECIAL EDUCATION - 2025-2026 YEAR 1 SALARY SCHEDULE

STEPS:

0-10	11-20	21-30
540	590	640

LANES:

1000, with exception of MA lane - 2500

Base 48,750.00

Lanes 1000 2500

Proposed Salary Schedule 2023-2024

	1	2	3	4	5	6	7
Step	BA	BA+12	BA+24	BA+36/MA	MA+12	MA+24	MA+36
0	48,750	49,750	50,750	53,250	54,250	55,250	56,250
1	49,290	50,290	51,290	53,790	54,790	55,790	56,790
2	49,830	50,830	51,830	54,330	55,330	56,330	57,330
3	50,370	51,370	52,370	54,870	55,870	56,870	57,870
4	50,910	51,910	52,910	55,410	56,410	57,410	58,410
5	51,450	52,450	53,450	55,950	56,950	57,950	58,950
6	51,990	52,990	53,990	56,490	57,490	58,490	59,490
7	52,530	53,530	54,530	57,030	58,030	59,030	60,030
8	53,070	54,070	55,070	57,570	58,570	59,570	60,570
9	53,610	54,610	55,610	58,110	59,110	60,110	61,110
10	54,150	55,150	56,150	58,650	59,650	60,650	61,650
11	54,740	55,740	56,740	59,240	60,240	61,240	62,240
12	55,330	56,330	57,330	59,830	60,830	61,830	62,830
13	55,920	56,920	57,920	60,420	61,420	62,420	63,420
14	56,510	57,510	58,510	61,010	62,010	63,010	64,010
15	57,100	58,100	59,100	61,600	62,600	63,600	64,600
16		58,690	59,690	62,190	63,190	64,190	65,190
17		59,280	60,280	62,780	63,780	64,780	65,780
18		59,870	60,870	63,370	64,370	65,370	66,370
19		60,460	61,460	63,960	64,960	65,960	66,960
20		61,050	62,050	64,550	65,550	66,550	67,550
21		61,690	62,690	65,190	66,190	67,190	68,190
22		62,330	63,330	65,830	66,830	67,830	68,830
23		62,970	63,970	66,470	67,470	68,470	69,470
24		63,610	64,610	67,110	68,110	69,110	70,110
25		64,250	65,250	67,750	68,750	69,750	70,750
26			65,890	68,390	69,390	70,390	71,390
27			66,530	69,030	70,030	71,030	72,030
28			67,170	69,670	70,670	71,670	72,670
29			67,810	70,310	71,310	72,310	73,310
30			68,450	70,950	71,950	72,950	73,950

CAREER

\$ 1,250.00

UPPER VALLEY SPECIAL EDUCATION - 2026-2027 YEAR 2 SALARY SCHEDULE

STEPS:

0-10 11-20 21-30
540 590 640

LANES:

1000, with exception of MA lane - 2500

Base 50,000.00

Lanes 1000 2500

Proposed Salary Schedule 2024-2025

	1	2	3	4	5	6	7
Step	BA	BA+12	BA+24	BA+36/MA	MA+12	MA+24	MA+36
0	50,000	51,000	52,000	54,500	55,500	56,500	57,500
1	50,540	51,540	52,540	55,040	56,040	57,040	58,040
2	51,080	52,080	53,080	55,580	56,580	57,580	58,580
3	51,620	52,620	53,620	56,120	57,120	58,120	59,120
4	52,160	53,160	54,160	56,660	57,660	58,660	59,660
5	52,700	53,700	54,700	57,200	58,200	59,200	60,200
6	53,240	54,240	55,240	57,740	58,740	59,740	60,740
7	53,780	54,780	55,780	58,280	59,280	60,280	61,280
8	54,320	55,320	56,320	58,820	59,820	60,820	61,820
9	54,860	55,860	56,860	59,360	60,360	61,360	62,360
10	55,400	56,400	57,400	59,900	60,900	61,900	62,900
11	55,990	56,990	57,990	60,490	61,490	62,490	63,490
12	56,580	57,580	58,580	61,080	62,080	63,080	64,080
13	57,170	58,170	59,170	61,670	62,670	63,670	64,670
14	57,760	58,760	59,760	62,260	63,260	64,260	65,260
15	58,350	59,350	60,350	62,850	63,850	64,850	65,850
16		59,940	60,940	63,440	64,440	65,440	66,440
17		60,530	61,530	64,030	65,030	66,030	67,030
18		61,120	62,120	64,620	65,620	66,620	67,620
19		61,710	62,710	65,210	66,210	67,210	68,210
20		62,300	63,300	65,800	66,800	67,800	68,800
21		62,940	63,940	66,440	67,440	68,440	69,440
22		63,580	64,580	67,080	68,080	69,080	70,080
23		64,220	65,220	67,720	68,720	69,720	70,720
24		64,860	65,860	68,360	69,360	70,360	71,360
25		65,500	66,500	69,000	70,000	71,000	72,000
26			67,140	69,640	70,640	71,640	72,640
27			67,780	70,280	71,280	72,280	73,280
28			68,420	70,920	71,920	72,920	73,920
29			69,060	71,560	72,560	73,560	74,560
30			69,700	72,200	73,200	74,200	75,200

CAREER

\$ 1,250.00