Negotiation Meeting Minutes
Friday, May 15, 2026, at 7:00 AM

Call to order: Meeting was called to order at 7:00 AM on Friday, May 15, 2026.

Attendees:
-Sherri Horsager, Darin Anderson, Sarah Lerud, Buff Murray, Dallas Dockter, and Nicole Powers

-Others Attending: Superintendent Josh Johnson, Business Manager Jackie Cordie, Ryan Mathias, Tara Glandt, Rhonda Nudell, Cynthia Klabo, Brian Engelhard, Angela VanBruggen, Jess Gregerson, Kathy Lentz, Joelle Manlove, Jill Askin, Misty Hokana, and Grant Kraft, ND United.

Approval of the Minutes:
-Motion: Murray motioned to approve the May 8, 2026, minutes.
-Second: Horsager seconded the motion.
-All voted in favor, motion carried.

Purpose of Meeting
-Counter Proposals and Discussion

School Board presented counter proposals/rewrites (Horsager)

1. Article VII. Teacher Compensation, Section 5. Miscellaneous Compensation B., I. p 14, 15 – remove language that states teachers shall not receive personal leave for time substitute teaching – *Rewrite: Article VII- Section 6: Joint Workload Study Committee*
    a. Formation and Purpose: The Board and the Association agree to maintain the current language of Article VII (Sections 1-5) for the duration of this agreement; including the proposed addition under "school term". A joint Workload Study Committee shall be established to evaluate secondary teaching schedules, student contract hours, and equitable compensation models
    b. Composition: The committee shall consist of four (4) teachers, four (4) building principals, superintendent, and a board member
    c. Timeline and Deadlines:
        i. No later than October 1, 2026: Committee members shall be appointed and hold their first meeting.
        ii. By May 1, 2027: The committee shall issue a preliminary progress report to both negotiation teams.
        iii. January 15, 2028: The committee shall submit final, mutually agreed-upon recommendations for contractual changes.
    d. Resolution: The final recommendation shall serve as the baseline framework for negotiating a successor agreement to be implemented no later than the start of the 2028-29 school year.
2. Article IX. Teacher Benefits – sections reflect proposed wording changes to clarify, simplify and align with laws/regulations – Rewrite ***See Attached***
3. Article XIII. Grievance Procedure – Rewrite ***See Attached***
4. Article VI. Reduction/Recall Procedure, Section 1 – proposed removal, rewording, and moving of "definition". Add budget as a basis under the Reduction Procedure. Remove, "As the first determinate, seniority, to be defined..." – Rewrite ***See Attached***

a. The School District shall determine which teacher(s) shall be reduced based on the following primary criteria, listed in order of importance:
    i. Program and Student Needs
    ii. Seniority
    iii. Teacher Performance

5. Article VIII. Teacher Compensation- Rewrite
   Section 4 Extra-Curricular – Extra-Curricular assignments shall be compensated according to the Extra-Curricular Salary Schedule. The Extra-Curricular salary schedule shall be based on a separate extra-curricular base amount and shall not be tied to the teacher salary schedule base. Any changes to the extra-curricular base amount shall be negotiated separately between the Board and the Association.

Lerud noted that there is no counter proposal for any kind of salary increase, and that at the end of the last meeting, the board negotiators were going to come back with a counter proposal for compensation and were ready to talk about things they were possibly going to cross off and this is all wording changes again.

Murray noted he still has issues with the rewrite of the teacher benefits.

Dockter noted they would need to go back and read the five counter proposals.

It was noted that there is nothing more talk about that this time, until there is something presented for salaries and that VCEA expected that to happen at this meeting and not just more rewriting words, Lerud saying she is disappointed.

Anderson commented that the board met, and they have accepted nine (9) proposals and they would like to see some movement on something from the board.

Lerud responded by saying that everything the board presented is a takeaway, and that VCEA proposals were not a takeaway from the Board, just wording clean up. This would be giving board policy everything, and they are not going to take everything out of the negotiated agreement and put in board policy and take all the power away from the association.

Horsager added that part of collective bargaining is give and take.

Lerud noted they would love to receive something when we give, noting that nothing has been given to teachers this year, everything is a takeaway.

Murray asked if there was a scoreboard, this is not a game.

It was asked when we are meeting next.

Anderson said let's talk about salaries, he noted that the original proposal was approx. $540K and the counter proposal was still $350K which is way out of bounds.

Lerud noted we have not seen an increase in three years, and noted the board is still at zero and we used to meet in the middle, but there has been no movement from the board on salary.

-Anderson requested a caucus at this time – 7:08 AM (approx. 15 minutes)
-Caucus ended at 7:25 AM

We will meet next Thursday, May 21, 2026, at 7 AM.

Anderson said they will come back with something, but the boards expectation is that there is some compromise on both sides.

Lerud said that their compromise was that they would agree to look at the matrix next year, that was huge, that they are going to look at it. They feel like they have done that. She noted that they don't have one contracted teacher right now and they usually like to have that done by the end of the year, but that is not going to happen by next Thursday.

Next meeting agenda:

1. Approval of the May 15, 2026, meeting minutes.
2. Continuation of Counter Proposals & Discussion

Next Meetings Date/Time:

- Thursday, May 21, 2026, at 7:00 AM

Adjournment:
- Time: 7:26 AM

Date: 05-21-26

SCHOOL BOARD

Valley City School Board Lead Negotiator

TEACHERS' EDUCATION ASSOCIATION

Sarah E. Lerud
VCEA Lead Negotiator

ARTICLE IX. TEACHER BENEFITS – Rewrite Submitted to VCEA 5-15-26

Section 1. General Provision

The District shall provide eligible teachers with access to employee benefit programs as described in this Article and as required by applicable federal and state law. The School Board will establish an employee health insurance advisory committee for the purpose of reviewing health insurance options and providing recommendations to the Board. The Health Insurance Committee (HIC) will consist of a total of nine (9) members, and all nine (9) will be voting members: Four (4) Association members (one (1) each from: Jefferson Elementary, Washington Elementary, Junior High and Senior High; Two (2) School Board members; One (1) non-certified Valley City Public School District employee; One (1) Building Principal; and Superintendent.

Selection of specific benefit plan design, coverage details, eligibility requirements, cost sharing, and administrative procedures shall be determined by the School Board in accordance with the plan documents and shall be administered by the School Board or the applicable plan administrator.

Section 1. Dental Health Insurance

The Board will provide a single premium dental policy for all licensed classroom teachers, librarians, and counselors. Orthodontia is not included as a covered service. Single- with-Dependent or Family coverage is ~~available on the payroll deduction plan if the member qualifies. Employees will have the opportunity to flex the costs of the Single-with-Dependent/Family coverage.~~ will be made available at employee expense. Coverage options, exclusions, eligibility, and administration shall be determined by the School Board in accordance with applicable law and Board policy, provided that the district's obligation to provide single premium dental coverage as stated above shall not be reduced during the term of this Agreement except by mutual agreement.

~~The Health Insurance Committee (HIC) referenced in Article IX, Section 2 of this Negotiated Agreement will make recommendations to the School Board regarding the dental insurance plan of the School District. The School Board has the authority to make the final decisions regarding the dental insurance plan and can either accept, reject, or modify the HIC recommendations.~~

~~Once a subscriber has selected family participation, they may convert to single participation only upon a change in marital status or if the subscriber's spouse obtains other group dental coverage.~~

~~If a subscriber cancels dental coverage while still eligible, they may enroll again only after a minimum of two (2) years has passed and then only on the group's anniversary rate renewal date.~~

~~Dental coverage while employed can only be cancelled on the group's anniversary rate renewal date.~~

Section 2. Medical Insurance

~~The Board will provide a Single, Single with Dependent, or Family policy for all licensed classroom teachers, librarians, and counselors subject to the conditions below.~~

The District shall offer eligible teachers covered under this agreement the opportunity to participate in District-sponsored health insurance coverage, including single and single with dependent or family options.

~~The Health Insurance Committee (HIC) will consist of a total of nine (9) members, and all nine (9) will be voting members:~~

- ~~Four (4) VCEA members (one (1) each from: Jefferson Elementary, Washington Elementary, Junior High and Senior High;~~
- ~~Two (2) School Board members;~~
- ~~One (1) non-certified Valley City Public School District employee;~~
- ~~One (1) Building Principal; and~~
- ~~Superintendent.~~

~~The Business Manager will serve in an advisory capacity and be responsible for furnishing and storing the data needed by the HIC and will issue monthly reports to all employees who are enrolled in the health plan with itemization of revenue, expenses, and a total balance in the health fund.~~

~~The purpose of the HIC is to evaluate the self-funded health insurance program, recommend medical premium rates to the School Board, recommend changes in deductibles and coinsurance amounts to the School Board, and review other plans which will enable the effective usage of health insurance by all employees. At least once in the fall semester and once in the spring semester, the HIC must meet to review the current dental and medical insurance plans and make any recommendations to the School Board on or before May 1. The School Board has the authority to make the final decisions regarding the health plan and can either accept, reject, or modify the HIC recommendations.~~

~~The health fund should at a minimum have a balance sufficient to cover the incurred but not recorded (IBNR) amount that is provided by the insurance carrier's actuary. Starting October 1, 2018 if the fund drops below the 3-month required reserve, the additional funds needed to bring the fund up to the reserve, as determined by the HIC, will be split 20% members of the health insurance and 80% School District. All interest accrued and principal remaining at the end of the fiscal year in the health fund will remain in the health fund.~~

Section 3. **Substitution**

A. **The School District will provide at least 80% of the cost of premiums for those who participate in the District's health insurance plan.**

B. **The current plan is Blue Cross Blue Shield of North Dakota Your Blue. The plan is self-funded and non-grandfathered.**

Section 4. Life Insurance

~~Increase to maximum that we can at the present rate, plus allow the Board the flexibility to consider extra protection if obtainable at a minimal cost.~~

~~The School Board shall provide $25,000.00 of group life insurance benefits through a group approved by the Board for each staff member employed as a teacher up to the age of 65 (sixty-five). Upon reaching the age of 65 (sixty-five), the benefits of the policy will be reduced according to the provisions of the current policy.~~

The School Board shall provide eligible certified employees covered under this agreement with group life insurance coverage in the amount of twenty-five thousand dollars ($25,000) through a Board-approved carrier. Coverage amounts, eligibility, and any age-related benefit reductions shall be subject to the terms of the insurance policy and applicable law. The Board may evaluate additional coverage options as available and economically feasible.

Section 5. Income Protection

~~Increase to maximum that we can at the present rate, plus allow the Board the flexibility to consider extra protection if obtainable at a minimal cost.~~

~~The School District will provide income protection for personnel working at least 15 (fifteen) hours per week or carrying a three-sevenths (3/7) contract load. Income protection shall guarantee 66% of the salary less any amount of income paid or payable under Workmen's Compensation Insurance and all benefits received in Social Security. Maximum monthly benefits shall be limited to a maximum stipulated in the current insurance policy. The elimination period shall be 60 (sixty) consecutive calendar days. Maximum benefits are based on attained age on the date the disability begins.~~

The School District shall provide income protection insurance for eligible certified employees working at least fifteen (15) hours per week or carrying a three-sevenths (3/7) contract load. Benefits shall be provided through a Board-approved insurance plan and administered in accordance with the terms of the policy and applicable law. Eligibility, benefit amounts, elimination periods, offsets, and limitations shall be governed by the insurance policy. The Board may evaluate and adjust coverage as permitted and fiscally appropriate.

Section 6. Annual Coverage

~~The Board shall make payment of insurance premiums for each teacher to provide insurance coverage commencing September 1. When a contract is terminated, the School District will continue with insurance benefits through August 31 if the teacher has completed his/her contract. When a contract is terminated, the employee may continue health insurance coverage according to~~ Sec. The District shall pay insurance premiums to provide coverage for eligible certified employees commencing September 1. Coverage shall continue through August 31 for teachers who complete their contracted school year. Continuation of coverage following termination or separation shall be governed by applicable state and federal law including 26.1-36-23 NDCC, and COBRA

Section 7. Insurance Information

~~The insurance carrier will provide to each teacher a description or copy of all insurance coverage and policies that are attached to and made part of this Article.~~

The District shall ensure that eligible employees receive or have access to descriptions of coverage for District-sponsored insurance benefits, as required by applicable law and provided by the insurance carrier.

Section 8. Sick Leave

~~Fifteen (15) days of sick leave will be granted to each teacher signing his/her first contract in the Valley City Public Schools. Each succeeding year, ten (10) days will be granted. Sick leave may accumulate to a maximum of 180 days.~~

The District shall provide sick leave to eligible **teacher**s as follows:

A. eligible **teacher**s shall be granted fifteen (15) days of sick leave in their first year of employment and ten (10) days of sick leave in each succeeding year. Sick leave may accumulate to a maximum of one hundred eighty (180) days.

B. In the event employees, as stated above qualifies for Long-Term Disability income during his/her first three (3) years of employment, the Board will grant a one-time maximum of 30 (thirty) additional sick leave days.

C. At retirement, eligible employees will be paid $50 per unused sick leave days up to a maximum of $5,000.00.

Sick leave may be used in the following instances:

A. Illness of the employee. Absences of five (5) or more consecutive teaching days require a doctor's statement.

B. Dental appointments may be charged to sick leave.

C. Sick leave may be used for medical reasons involving any family member or relative. Sick leave may also be used for emergencies, as determined by Building Principal.

D. Sick leave may also be used for the death of any family member or relative. The Building Principal or the Superintendent (in the absence of the Building Principal) may grant a teacher the use of one (1) day of sick leave to attend the funeral of a friend. With the Superintendent's approval, additional leave may be allowed to attend the funeral of a friend.

An accounting of the number of accumulated sick leave days shall be given to each teacher at the end of each contract period.

E. Parental Leave: ~~Maternity or Adoption Leave: Five (5) maternity or adoption leave days will be granted over and above any accumulated sick leave. At the conclusion of the five (5) days, teachers shall use 25 (twenty-five) accumulated sick leave days for a natural birth or adoption and 35 (thirty-five) accumulated sick leave days for a cesarean birth. If the employee has used their maternity or adoption days and all of their personal accumulated sick leave days, any remaining days requested up to 25 (twenty-five) days for a natural birth or 35 (thirty-five) days for a cesarean birth will be taken from the Sick Leave Bank. Maternity or Adoption Leave is subject Family and Medical Leave Act (FMLA).~~

District-Paid Parental Days (Not Charged to Sick Leave)

The District will grant five (5) paid maternity or adoption leave days, which shall be provided in addition to (and not charged against) the employee's accumulated sick leave.

1. Use of Accumulated Sick Leave Following the Five (5) Days: After the five (5) District-paid days described above, the employee shall use accumulated sick leave as follows:
   a. Natural birth or adoption: up to twenty-five (25) sick leave days.
   b. Cesarean birth: up to thirty-five (35) sick leave days.

   ** there are IRS obligations with this as it does not meet the IRS Safe Harbor – Provided at end
2. Sick Leave Bank Use If Accumulated Sick Leave Is Insufficient: If the employee does not have sufficient accumulated sick leave to cover the amounts in paragraph 1. above, the employee may request Sick Leave Bank days for the remaining number of days needed, up to:
   a. twenty-five (25) total days for natural birth or adoption; or

b. thirty-five (35) total days for cesarean birth,
This leave is subject to Sick Leave Bank rules and approval.

3. Coordination With FMLA: Leave taken under this subsection shall be administered in accordance with applicable law, including the Family and Medical Leave Act (FMLA). Where the leave qualifies for FMLA protection, the District will designate and run such leave concurrently with FMLA leave as permitted by law.

F. ~~Paternity: Five (5) paternity leave days will be granted over and above any accumulated sick leave. At the conclusion of the five (5) days, teachers shall use ten (10) accumulated sick leave days. If the employee has used their paternity days and all of their personal accumulated sick leave days, any remaining days requested up to ten (10) days will be taken from the Sick Leave Bank. Paternity Leave is subject to Family and Medical Leave Act (FMLA).~~

Section 9 – and adjust future numbers: Sick Leave Bank is available to the ~~members of the Valley City Public Schools faculty.~~ Eligible certified **teachers** covered under the negotiated agreement. The purpose of the bank shall be for ~~unexpected or catastrophic illness and/or injury and other needs as approved by the committee.~~ medical emergencies as defined by the IRS: A medical condition of the employee or a family member that will require the prolonged/ extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhaustion of all paid leave available, apart from receiving leave from the sick leave bank.

A. Each participating ~~faculty member~~ teacher shall invest one (1) sick leave day in the bank for the first year, and one (1) day each time that it is necessary, up to two (2) days maximum per year, as determined by the Sick Leave Bank Committee. Upon leaving the school district, a teacher will donate their unused sick days to the bank. If a teacher is at 180 sick leave days after receiving some or none of the ten (10) days given at the beginning of each year, the extra sick leave days will be given to the bank.
   a. Qualifications: The offer to join is a one-time offer. ~~All faculty~~ **teacher** signing the school year contracts shall accept or reject the sick leave bank offer.
   b. Application: Any ~~faculty member~~ **teacher** having used their total accumulated sick leave may apply. Application must be in writing by completing the Sick Leave Bank Application Form and shall be given to the Sick Leave Bank Committee for consideration.
   c. Committee: The committee will consist of three (3) teachers, one (1) from each building, selected by VCEA, two (2) Building Principals, and the Superintendent.

Section 9. Extended Parental Leave of Absence

A . Parental Leave of Absence up to one (1) year in duration without pay shall be granted a teacher for the purpose of childbearing recovery, bonding, and/or child rearing ~~as follows~~: subject to the provisions of this section and applicable law.

A. A teacher who is pregnant shall be entitled upon request to a leave to begin at any time ~~between the commencement of~~ during ~~her~~ pregnancy and one (1) year ~~after a child is born to her~~.following the birth of the child.

   A teacher who is pregnant may continue with active employment as late into her pregnancy as she desires, provided she is able to ~~properly perform her required functions.~~ the essential functions of the position.

B. A teacher shall be entitled upon request to a leave to begin at any time between the birth of the teacher's child and one (1) year thereafter.

C. A teacher adopting an infant child, shall be entitled upon request to a leave to commence at any time during the first year after receiving custody if necessary in order to fulfill the requirements for adoption.

D. Notice Requirement: The teacher shall notify the Superintendent in writing at least 30 (thirty) days prior to the day she desires to begin her leave.

B. Reemployment Following Extended Parental Leave: A ~~teacher~~ An eligible certified employee who is granted extended parental leave of absence pursuant to Article IX, Section 9, and who timely notifies the District of the intent to return, shall have the following re-employment rights subject to the operational needs of the District and applicable law:

A. Any teacher qualifying for parental leave described in Article IX, Section 9, shall be assigned to the same position which he/she held at the same time the leave commenced, unless the teacher agrees to accept a different position. If the position is no longer in existence, the teacher shall be assigned to a substantially equivalent position, except that if a teacher gives such notice after April 30, he/she may be placed on involuntary leave until commencement of the following school year.

B. A teacher who resumes active employment shall have restored all benefits to which he/she was entitled at the time the leave commenced, including, without limitation, unused accumulated sick leave and accumulated personal leave.

C. While on parental leave, a teacher may continue with insurance coverage provided: (a) the teacher has secured written approval from the individual carriers and (b) all costs, premiums, deductibles, etc., are borne by the teacher.

D. All teachers on parental leave of absence will be subject to the District's Reduction in Force policy under the same conditions as any other teacher in the system.

Section 10. Personal Leave

~~Four (4) days personal leave shall be granted each year for the first ten (10) years of employment. Starting with year 11 (eleven) of employment, the teacher will receive five (5) personal days. Starting with year 16 (sixteen) of employment, the teacher will receive six (6) personal days. Personal leave is subject to approval of the Administration.~~

Personal leave shall be granted on an annual basis as follows:

- certified employee with one (1) through ten (10) years of employment shall be granted four (4) personal leave days per contract year.
- Beginning with year eleven (11) of employment, teachers shall be granted five (5) personal leave days per contract year.
- Beginning with year sixteen (16) of employment, teachers shall be granted six (6) personal leave days per contract year.

The use of personal leave is subject to prior approval by the Administration, except in cases of emergency as determined by the Administration. Approval may be denied when the absence would adversely affect District operations.

An accounting of the number of accumulated personal leave days shall be given to each **teacher** at the end of each contract year.

~~Note:~~ Accumulation Limitation:The maximum number of personal days that one may accumulate at any given time is eight (8). **Teachers** with more than eight (8) days of personal leave will be compensated at the daily rate of pay for a substitute teacher for each day exceeding eight (8) days. ~~For the 2023-2024 school year only, a maximum of nine (9) personal days may be accumulated.~~

Section 11. Legislative Leave

Any ~~staff member~~ **teacher** who is elected to the State Legislature will be granted ~~a leave without pay for that period of time~~. an unpaid legislative leave of absence consistent with N.D.C.C. § 54-03-2

District-provided Insurance benefits will be continued during the regular session ~~as long as North Dakota has the present 90-day session~~. provided the session does not exceed ninety (90) consecutive calendar days, subject to plan eligibility; continuation beyond that period shall be governed by law and plan provisions and may require employee contribution.

~~When legislative leave is required for meetings other than during a regular session, the teacher-legislator shall be responsible for the organization and coordination of his/her regular school responsibilities and shall receive regular salary payment. He/she shall reimburse the District the salary allowance provided by the state for each day in the attendance of such meetings.~~

For legislative duties outside the regular session, the teacher shall, with administrative approval, receive regular salary, be responsible for coordinating instructional responsibilities, and reimburse the District for any state per diem or salary allowance received. Failure to reimburse may result in payroll deduction only if authorized in writing by the employee or otherwise permitted by law.

Section 12. Military Leave

~~Teachers, who are members of the military, shall be granted leave according to N.D.C.C. § 37-01-25 when ordered to active duty.~~

Eligible certified employee who are members of the military shall be granted leave for active duty in accordance with N.D.C.C. § 37-01-25 and applicable federal law, including USERRA. Military leave shall be administered consistent with the requirements of law and applicable District policy.

~~Seniority would continue to accrue, and the member would advance on the salary schedule for experience for time on active duty.~~

During approved active-duty military leave, accrued seniority shall be retained and experience credit shall be granted as required by law

~~When on inactive military duty (such as weekend, daily, or hourly periods of drill for military training), teachers shall be granted up to five (5) days of leave during each school year and will choose to pay for the cost of the substitute teacher or take a day of unpaid leave.~~

Violation of the "Assignment of Income" Doctrine

- **The Rule:** Under general tax law principles, an individual who assigns their right to compensation to another person is still taxed on the value of that compensation.
- **The Safe Harbors:** IRS Revenue Ruling 90-29 creates an explicit exception to this doctrine. It states that if a leave bank is structured **strictly for "medical emergencies"** (or under IRS Notice 2006-59 for declared "major disasters"), the donating employee does not realize gross income.
- **The Implication:** If the contract allows a sick leave bank to be accessed for non-medical reasons (e.g., standard child bonding, general personal leave extension, or operational service gaps), the plan loses its bona fide status.

Immediate Tax Liabilities for the Donating Teacher

- **Double Taxation:** Because a non-medical use breaks the IRS safe harbor, the general assignment of income rules take effect.
- **Donors Are Taxed:** The teacher who **donates** their accrued hours to the bank is legally treated as if they took the time off and received the cash value themselves.
- **W-2 Inclusion:** The monetary value of the donated hours is included in the donor's gross income and reported on their Form W-2. It is fully subject to federal income tax withholding, Social Security (FICA), and Medicare taxes.

Immediate Tax Liabilities for the Receiving Teacher

- **Recipients Are Taxed:** The teacher who **withdraws** the non-medical hours from the bank is also fully taxed on the cash value of those hours when they use them.
- **Standard Income Treatment:** The compensation is treated as regular taxable wages, requiring full federal income tax withholding and employee-share FICA/Medicare deductions at the time of payment.

Administrative and Compliance Penalties for the District

- **Payroll Reporting Failure:** If the district fails to properly calculate, withhold, and remit employment taxes on the *donated* hours from the donor's payroll, the district faces steep internal revenue penalties for inaccurate corporate reporting and under-withholding.
- **Plan Disqualification:** A single structural language change that permits non-medical access can disqualify the entire sick leave bank, converting all historical and future peer-to-peer leave transfers into taxable events for donors.

ARTICLE XIII. GRIEVANCE PROCEDURE – Rewrite submitted to VCEA 5-15-26

Section 1. Grievance Definition

A grievance is an allegation by a teacher that there has been a violation, misinterpretation, or misapplication of a specific provision(s) of the applicable Negotiated Agreement between the Valley City School Board and the Valley City Education Association. A grievance must be in writing, give a clear and concise statement as to the specific provision of the Negotiated Agreement involved, and must state the relief being sought.

The grievance procedure shall not be used to substitute for statutory or administrative remedies where the sole claim arises exclusively under state or federal law and does not allege a violation of this Agreement.

Matters involving administrative or professional judgment, evaluations, Board policy, or decisions reserved to the Board under statute may be grieved to determine whether such actions were taken arbitrarily, capriciously, discriminatorily, or in violation of an express provision or procedure of this Agreement.

Nothing herein shall be interpreted to bar grievances alleging that the District failed to follow contractual procedures, applied standards inconsistently, or acted in a manner inconsistent with this Agreement, even where professional judgment is involved.

Section 2. Definition and Interpretations

A. Extension: Time limits specified in this procedure may be extended by mutual agreement.

B. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as any weekday not designated as a holiday by state law.

C. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. ~~The last days of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or a legal holiday.~~

D. Filing and Service: The filing or service of any notice or document herein shall be timely if it is personally served or it if bears a certified postmark of the United States Postal Service, transmitted electronically to the official District email address designated for grievances, within the applicable time period. Electronic submissions are deemed received when time-stamped by the District email system.

E. No timeline deviation shall invalidate the process unless it materially prejudices the grievant' s ability to present the grievance.

Section 3. Time Limitation and Waiver

A. Initial Filing:
Grievances shall not be valid for consideration unless the grievance is submitted in writing to the teacher's immediate ~~superior~~ supervisor, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within 20 (twenty)working days after ~~the date of the first event giving rise to the grievance occurred~~ the teacher knew or reasonably should have known of the event giving rise to the grievance.

B. Waiver by untimely Filing: Failure to file any grievance within such period shall be deemed a waiver ~~thereof~~ of the grievance.

C. Advancement/Waiver at Later steps: Failure to appeal a grievance from one level to another within the established time periods ~~hereafter provided~~ shall act as a bar to any further processing, unless the parties mutually agree in writing to extend the time limits.

D. Administrator delay: an administrator's failure to ~~give~~ issue a decision within the time limits shall permit the grievant to proceed to the next step providing written notice of advancement to the next level.

Section 4. Conduct Pending Disposition of Grievance

It is agreed that any investigation or other handling or processing of any grievance shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teacher or of the teaching staff. Until final disposition of the grievance occurs, the grieving teacher shall conform to the original direction of the teacher's supervisor.

Nothing herein shall be construed to prevent the District from exercising its managerial authority; however, such authority shall not be exercised in a retaliatory, discriminatory, or punitive manner solely because a grievance has been filed.

Section 5. Adjustment of Grievance

The Board and the teacher shall attempt to adjust all grievances, which may arise during the course of employment of any teacher within the School District in the following manner:

~~A.~~ Level I. An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and his/her immediate supervisor (typically a building principal) the grievant may appear with the Association representative. ~~This may be done by:~~

~~1. Expressing his/her complaint directly to his/her principal or immediate supervisor.~~

~~2. Appearing together with his/her education association representative.~~

The absence of a Level I discussion shall not preclude a grievance from advancing where such discussion was requested but unavailable, impractical, or reasonably believed to be futile.

B. Level II. If the grievance is not resolved ~~through informal discussion~~ at Level I, The grievance shall be submitted in writing. the teacher's immediate superior shall give a written decision on the grievance to the parties involved within ten (10) working days after receipt of the written grievance.

C. Level III. In the event the grievance is not resolved in Level II, the decision ~~rendered~~ may be appealed in writing to the Superintendent ~~of Schools provided such appeal is made in writing~~ within five (5) working days after receipt of the Level II decision ~~in. If a grievance is properly appealed to the Superintendent~~, the Superintendent or designee shall set a time to meet regarding the grievance within 15 (fifteen) working days after receipt of the appeal, and issue a written response Within ten (10) working days after the meeting, ~~the Superintendent or designee shall issue a decision in writing to the parties involved.~~

D. In the event the grievance is not resolved in Level III, the Executive Board of the Association requests five (5) working days to review the grievance and to vote by secret ballot to determine if said grievance should be supported. The grievant may continue with the grievance even though the Association may elect not to support it, but the grievant will have to pay the cost of the arbitration on their own.

E. Level IV. If the grievance is not resolved in Level III, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten (10) working days after receipt of the decision in Level III. ~~If a grievance is properly appealed to the School Board,~~ the School Board shall set a time to hear the grievance within 20 (twenty) working days after the receipt of the appeal. Within 20 (twenty) working days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of

the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review

The School Board reserves the right to review any decision issued under Level II or Level III of this procedure provided the School Board or its representative notify the parties of its intention to review within ten (10) working days after the decision has been rendered. Such review shall be limited to the existing record unless additional information is mutually agreed upon by the parties.

The Board shall issue its determination in writing, stating the rationale for affirming, modifying, or reversing the prior decision.

~~In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.~~

.Section 7. Denial of Grievance

Failure by the School Board or its representative to issue a decision within the time periods herein shall allow the grievant to advance the grievance to the next level ~~constitute a denial of the grievance, and the teacher may appeal it to the next level~~ as provided in this Article.

Such failure shall not be deemed a substantive denial of the grievance.

Section 8. Arbitration Procedures

In the event that the teacher and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

A. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within ten (10) working days following the Level IV decision. ~~in of the grievance procedure.~~

B. Prior Procedure Required: No grievance shall be considered by the arbitration board, which has not been first duly processed ~~in accordance with the grievance procedure and appeal provisions.~~ through the grievance steps above

C. Selection of Arbitrators: ~~Upon the proper submission of a grievance under the terms of this procedure, and~~ within ten (10) working days after the request to arbitrate, the Board shall select one (1) arbitrator, and the teacher shall select one (1) arbitrator. These arbitrators shall be mutual agreement select a third arbitrator to serve as chairperson ~~of the arbitration board~~. The decision of the arbitration board shall be advisory only and shall not be binding on the parties.

D. Submission/ Hearing: of Grievance Information

~~1. Upon appointment of the arbitration board, the appealing party shall within five (5) working days after notice of appointment forward to the arbitration board, with a copy to the Superintendent, the submission of the grievance which shall include the following:~~

~~a. The issues involved.~~

~~b. Statement of the facts.~~

~~c. Position of the grievant.~~

~~d. The written documents relating to Section 5 of the Grievance Procedure policy.~~

~~2. The School District may make a similar submission of information relating to the grievance either before or at the time of the hearing.~~

E. ~~The grievance shall be heard by the arbitration board, both parties may be represented by such person or persons as they may choose and designate, and the parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitration board. The proceeding shall be a hearing de novo (i.e., a new hearing).~~

The parties may submit written materials and present evidence and argument at a new hearing.

F. Decision/Limits: The written decision by the arbitration board shall be rendered within 30 (thirty) working days after the close of the hearing. The decision must be based solely and only upon the interpretation of the meaning or application of the express relevant language of the Negotiated Agreement. The panel shall not add to, delete from, or modify the Agreement.

G. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses,~~and any other expenses, which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party~~. The parties shall share equally fees and expenses of the arbitration board,~~ the cost of the transcript or recording if requested by both parties, and other expenses, which the parties mutually agree are necessary for the conduct of the arbitration. However, a party unilaterally requesting a transcript, recording, or a copy of such transcript shall be solely responsible for the cost thereof.~~ A transcript or recording shall be made at the request of either party; the requesting party shall bear the cost unless both parties request it, in which case the cost shall be shared equally.

H. Jurisdiction: The arbitration board shall have jurisdiction only over grievances properly before it under this Article and~~ The jurisdiction of the arbitration board shall not extend to proposed changes in terms and conditions of employment as defined and contained in the applicable Negotiated Agreement; nor shall an arbitration board amend, modify, nullify, ignore, or add to the provisions of the Negotiated Agreement; nor shall an arbitration board have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein. In considering any issue in dispute, in its order the arbitration~~ board shall give due consideration to the statutory rights and obligations of the Public School District to efficiently manage and conduct its operation within the legal limitations ~~surrounding the financing of such operations.~~

ARTICLE VI. REDUCTION/RECALL PROCEDURE - Submitted to VCEA 5-15-26

Section 1. Reduction Procedure

A teacher's contract may need to be reduced or terminated because of declining enrollment, program changes, budget, reductions, and other factors. Where attrition through resignation, retirement, or death has not accomplished this purpose, the following guidelines will be used:

~~A.~~ In the event of staff reduction, a teacher's contract shall be reduced or terminated pursuant to current statutes, fair dismissal procedures, and other district procedures established herein.

~~As the first determinant, seniority is to be defined as the number of years of continuous District service. For the purpose of staff reductions, seniority shall be established within the following groups:~~

A. The School District shall determine which teacher(s) shall be reduced based on the following primary criteria, listed in order of importance:

1. **Program and Student Needs:** The Board shall first consider the specific educational needs of the District, including the maintenance of specific programs (e.g., CTE, Fine Arts, STEM) and the teacher's ability to teach in multiple licensure areas.
2. **Seniority:** Seniority is defined as the number of years of continuous District service. For the purpose of staff reductions, seniority shall be established within the following groups:
   A. Elementary (Grades PK-6) throughout the District.
   B. Junior/Senior High (Grades 7-12) by program area. The program area or areas for each teacher is determined by the teaching assignments a teacher has or has had in the Valley City School District since September 1981.
   C. Special and supportive personnel (PK -12). These include, but are not limited to, Music, Physical Education, PK -3 Performance Strategist, English Language Learner Instructor, Title I, Gifted and Talented, Guidance Counseling, and Special Education.
3. **Teacher Performance:** The Board shall consider the teacher's overall performance as documented in official personnel files, including the most recent three (3) years of formal evaluations and classroom observations.

Additional Information for determining seniority:

a. Leaves of Absence: Teachers on Board-approved leaves ~~of absence from the Valley City School District shall~~ retain all accumulated seniority upon their return to the District, but ~~shall forgo accumulating seniority~~ do not accumulate more while on ~~such~~ leave except military leave ~~as outlined in Article IX, Section 12. Military Leave.~~
b. Initial Contact: The date of initial classroom pupil contact and not the date of first contract shall be the time from which seniority is counted.
c. Proration: Seniority for teachers not completing a contract because of a leave will be prorated according to days of contract completed.
d. Continuous Service: ~~The "Years in District" list is to be used to determine service awards given by the administration and VCEA. This list reflects total years of experience in the District. This list should not be used to determine seniority as some teachers have been in the District, left, and come back. This may have changed his/her standing in seniority.~~ The "years in District" list for service awards is not used for seniority if the teacher had a break in service
e. Minimum Threshold: To earn a year of seniority, a contract that would be equal to at least 50% of the total number of required contract days, ~~which is the equivalent of 92 full time days for the 2013-2014 school year, would be needed.~~ for the current school year.
f. Minimum Threshold: If a teacher's contract is reduced to less than 50%, he/she continues to earn a full year of seniority for each year of employment.
g. Involuntary move: If a person has taught in an area for at least one year and the administration moves them to another area, he/she continues to receive years of seniority each year. This is referred to as an "involuntary" move and marked as "active" on the seniority list.
h. Voluntary move: If a person has taught in an area for at least one year and he/she decides to move to another area, he/she maintains the years of seniority he/she has already earned but do not continue to earn more in that area. He/she would begin to earn years in their new area. This is referred to as a "voluntary" move and marked as "inactive" on the seniority list.
i. Right to Reclaim: In either situation "g" or "h", if there is a staff reduction that results in the person losing their teaching job, and only then, he/she may return to the former teaching area to reclaim seniority over those with less years of experience. Seniority may be claimed only in the categories he/she has taught.
j. Health and Physical Education shall be separated into two different teaching areas.

k. Dual Areas: If a teacher teaches in two different areas, he/she continues to earn one year of experience in both regardless of the number of periods he/she teaches each year.

l. The areas of Art, Physical Education, School Counseling, Library, Music, Special Education, Performance Strategist, English Language Learner Instructor and Title I, are grouped together within disciplines to determine seniority. If there is a reduction of staff, the teacher with the least years of experience is reduced, as long as the teachers remaining are qualified to teach at the appropriate grade levels.

m. There is no seniority within grades at the elementary level.

n. A teacher will not lose years of experience or steps on the salary schedule due to being ordered to active military duty. (as defined is Article IX. Section12

B. Tie Breakers: When seniority is equal for two (2) or more teachers, the School District shall use the following criteria in the order listed:

1.Deemed qualified by ND DPI and ESPB.

2.Advanced degrees beyond BA-BS.

3.Total number of hours earned beyond the last degree.

4.Extra-curricular assignment.

5.Prior teaching experience outside of the District.

Section 2. Recall Procedure

A. Separated personnel shall be placed on a recall list for a period of three (3) years following termination of their contract. All teachers new to the system after May 30, 1987 and hired for less than one-half of a full-time teaching assignment shall not be placed on the recall list if and when non-renewed. Additionally, such a teacher shall not be placed in a vacant position for which they are qualified. Teachers who were employed half-time or greater, but reduced to less than half-time shall be placed on the recall list. The three (3) year period shall consist of the three (3) consecutive school years following the school year during which the teacher was terminated, ending on July 31 of the third year. If the terminated teacher does not serve as a contracted* teacher during any part of those three (3) school years, the teacher will not qualify for recall for the fourth school year following termination or any other school year unless the individual again serves as a teacher in a contracted capacity. *(Contracted for the purpose of this part shall mean providing services to students or providing instruction to students under the classification as a teacher. This does not include a contract for long-term substitute teaching or for filling a position caused by a leave of absence. During that period, the separated teacher must maintain the criteria set by the Professional Renewal Standard.) The individual shall have reemployment rights based on the following criteria which have been placed in rank order with the first being the most important:

B. Reemployment - As determined by criteria in Section 1 A, 2

~~1.Seniority within the group and program area from which the individual was reduced. The groups shall be as follows:~~

~~a. Elementary (grades K-6) throughout the District.~~

~~b. Junior-Senior High (grades 7-12) by program area. The program area or areas for each teacher is determined by the teaching assignment a teacher has or has had in the Valley City School District since September 1, 1981.~~

~~c. Special and supportive personnel (K-6, 7-12). These areas include, but are not limited to music, physical education, reading, gifted and talented, guidance, and special education at the primary level, and reading, guidance, and special education at the secondary level.~~

~~2.~~Tie Breaker - As determined by criteria in Section 1 B~~When seniority is equal for two (2) or more teachers within the group and program area, the School District shall use the following criteria in the order listed:~~

~~a. Deemed qualified by ND DPI and ESPB.~~

~~b. Advanced degrees beyond BA-BS.~~

~~c. Total number of hours earned beyond the last degree.~~

~~d. Judgment based on classroom observation and written evaluation by Administrator.~~

~~e. Extra-curricular assignments.~~

~~f. Prior teaching experience.~~

C. A teacher who has been reduced from one area, and who is on the recall list, shall be given consideration for teaching vacancies for which said teacher is qualified for which he/she holds the appropriate

certification, providing that the recall list in that area has been exhausted. Additional criteria as listed below shall be utilized in the reemployment process. If two (2) or more teachers qualify for the same position, the following criteria, which has been placed in rank order with the first being more important, shall be utilized in the reemployment process:

~~1.Total District seniority in any area for which they were qualified at the time they were reduced.~~

Reemployment - As determined by criteria in Section 1 A, 2

~~2.When seniority is equal for two (2) or more teachers, the School District shall use the following criteria in the order listed:~~

~~a. Deemed qualified by ND DPI and ESPB.~~

~~b. Advanced degrees beyond BA-BS.~~

~~c. Total number of hours earned beyond the last degree.~~

~~d. Judgment based on classroom observation and written evaluation by Administrator.~~

~~e. Extra-curricular assignments.~~

~~f. Prior teaching experience.~~

Tie Breaker - As determined by criteria in Section 1 B

D. Separated personnel will be notified of any openings for which the certification qualifies them. It is the teacher's responsibility to keep the District informed as to their current address. Separated personnel shall have ten (10) calendar days from postmark of the notice to which to declare their intentions regarding the opening. If the separated teacher is to be away from his/her address for a period exceeding seven (7) days, he/she must notify the Superintendent of an address at which he/she can be reached.

E. Rejections of any offer will forfeit reemployment rights except in the following instances:

1. A teacher on the recall list may reject an offer that is less time in terms of contract load from the one separated without forfeiting reemployment rights.
2. A teacher on the recall list may reject an offer that does not have a majority contract load in the separated program area without forfeiting reemployment rights.
3. A teacher on the recall list who replaces a teacher on leave of absence shall not forfeit further reemployment rights. Employment for said reason shall not count for seniority purposes.

F. Upon return to employment from the recall list, teachers will have their accumulated benefits reinstated and will be placed in the salary position commensurate with their experience and school policy.

G. On February 1st of each year, the Superintendent shall provide each staff member with a seniority. Any person whose name appears on such list will have until March 1st to supply written documentation, other forms of proof, and a request for change in seniority. The Superintendent shall evaluate any and all such requests and make any necessary changes in the seniority lists by April 1st. Separated personnel still on the recall list shall be included on the list. Present school year will be included for seniority.