

2017– 2018

And

2018-2019

**PROFESSIONAL NEGOTIATION AGREEMENT**

**ECCECA**

**AND**

**EAST CENTRAL CENTER FOR EXCEPTIONAL CHILDREN**

**PREFACE**

The Board of the East Central Center for Exceptional Children (Hereafter ECCEC) and the ECCECA do hereby agree that the welfare of the children of the cooperative is paramount to the operation of the schools and will be promoted by both parties do hereby agree as follows:

**I. RECOGNITION**

The ECCEC recognizes that teaching is a profession. The ECCEC recognizes the ECCECA hereinafter referred to as the Association, as the exclusive representative of all certificated personnel employees for the purpose of negotiating on matters of mutual concern.

The Association recognizes the ECCEC as the elected representative of the people of the cooperative and as the employer of the certificated personnel of this cooperative.

Both parties recognize the North Dakota Century Code 15.1-16-01 as the basis for negotiations and do hereby agree to operate in acceptance with said law.

**II. PROCEDURES**

**A. COMMITTEE:**

The Committee shall consist of two members for the ECCEC and two members from the Association. One member of the Committee shall be appointed to act as the secretary of the Committee.

B. MEETINGS:

Meetings may be requested by either party and shall be scheduled at a mutually convenient time and date within ten days of such request. Specific reasons for meeting shall be included in the request. Requests shall be submitted through the parties designated contact persons:

The Director of ECCEC and the Negotiation Chairman for the Association.

C. EXCHANGE OF INFORMATION

Both parties agree to make available upon request, all information available for making decisions on matters to be negotiated.

D. ASSISTANCE

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Consultants may be used in deliberations. Clerical help may be provided at the expense of the party requesting it.

III. AGREEMENT

When agreement is reached on any matter, the Committee shall reduce such to writing and, when approved by the Association and the ECCEC and signed by the parties, shall constitute a modification of the articles of this agreement.

IV. ARTICLES

The Salary Schedule and Policy agreement attached hereto, in the form of Article I are made part of this Agreement and shall be negotiated in conformance with the dates listed in the next section and with the procedures outlined above.

V. DURATION

The provisions of the Article attached hereto shall be effective as of July 1, 2017, and shall continue in full force and effect until June 30, 2019.

It will be renewed automatically for a period of one year upon expiration, unless either party notified the other of a desire to change the Agreement.

Another party desiring change in the Agreement shall notify the other party in writing no later than February 1st. A tentative list of items for negotiation shall be exchanged by March 1st, and a final list shall be exchanged by April 1st. No new items shall be proposed after April 1<sup>ST</sup> or such date that may be set at mutual agreement of the committees. Changes may be made at any time by mutual consent.

VI. SAVINGS CLAUSE

If any section, sentence, clause or article of this Agreement is for any reason held to be in violation of State Statute, such decision shall not affect the validity of the remaining portions of this Agreement.

Dated at New Rockford, North Dakota this 21<sup>st</sup> day of June 2017.

East Central Center for Exceptional Children

By , President

By , Business Manager

ARTICLE I - SALARIES

2017-18 SALARY SCHEDULE

2018-19 SALARY SCHEDULE

Article I Salaries  
2017-18 Salary Schedule

	BS	BS + 10	BS + 20	BS+ 30	MA/BS+40	MA +10	MA+20	MA+30						
0	37085	37585	38085	38685	39685	40485	41285	42085						
1	37510	38010	38510	39110	40185	40985	41785	42585						
2	37935	38435	38935	39535	40685	41485	42285	43085						
3	38360	38860	39360	39960	41185	41985	42785	43585						
4	38785	39285	39785	40385	41685	42485	43285	44085						
5	39210	39710	40210	40810	42185	42985	43785	44585						
6	39710	40135	40635	41235	42685	43485	44285	45085						
7		40560	41060	41660	43185	43985	44785	45585						
8		41060	41560	42160	43785	44585	45385	46185						
9		41560	42060	42660	44385	45185	45985	46785						
10		42060	42560	43160	44985	45785	46585	47385						
11		42560	43060	43660	45585	46385	47185	47985						
12		43060	43560	44160	46185	46985	47785	48585						
13			44060	44660	46785	47585	48385	49185						
14			44560	45160	47385	48185	48985	49810						
15			45060	45660	47985	48810	49610	50435						
16				46160	48585	49435	50235	51060						
17					49185	50060	50860	51685						
18					49810	50685	51485	52310						
19					50435	51310	52110	52935						
20					51060	51935	52735	53560						
21					51685	52560	53360	54185						
22					52310	53185	53985	54810						
23					52935	53810	54610	55435						
24					53560	54435	55235	56060						
25					54185	55060	55860	56685						
26					54810	55685	56485	57310						

Teachers beyond Step 26 will receive an annual career increment of \$625.

Full time teachers with National Board Certification will receive an additional \$500 annually.

The following signatures represent the final agreement between the ECCEC Teacher Negotiation team and the ECCEC Board Negotiation team.

Date 5/22/17 ECCEC Teacher Representative [Signature] Date 6/27/17 Board Representative [Signature]



B. TEACHER'S FUND FOR RETIREMENT

ECCEC shall pay the entire annual contribution to the Teachers' Fund for retirement pursuant to NDCC 15-39.1-09 (2) and pursuant to the Teacher's Fund for retirement Model #2 from the plan for Employer Payment of Member Assessments to the fund. Contributions shall be paid monthly.

C. EXPLANATION OF THE SALARY SCHEDULE

1. Advancement on the Schedule

To move horizontally, a teacher must have earned a minimum of 10 semester hours. Six of those hours must be graduate hours in the teacher's field. The other four must be in a related field. Faculty who complete ten hours will be advanced in salary if received by October 1st of the current school year.

D. MILEAGE

1. The mileage rate will be the same as the approved state rate.

ARTICLE II - CONTRACT CONDITIONS

A. CONTINUING PROFESSIONAL EDUCATION

The certified staff of the ECCEC shall meet all requirements by the Department of Public Instruction.

1. ECCEC will reimburse each teacher \$120 for continuing education credits in her field of teaching. Reimbursement will not exceed the actual amount of the credit. All classes must be approved by the Director.

B. STAFF ASSIGNMENTS

Staff will be notified of assignments at the earliest possible date. Further duties will be agreed upon by the staff member and director. Sites, facilities and caseloads will follow State Guidelines whenever possible.

C. EXPERIENCE

ECCEC reserves the right to place personnel within the salary schedule according to experience.

D. TERM OF CONTRACT/SALARY PAYMENT

1. Contracts will be issued for nine months.
2. Positions requiring extended contracts will be paid 100% of the regular pay schedule for such extensions.
3. Salary payments shall be scheduled so that personnel may have an option at the beginning of each school year. All wages and salary shall be paid through direct deposit for all East Central certified staff.

OPTIONS OF PAYMENT ARE

1. Twelve-month basis with 1/12 payable each month.
2. Nine-month basis with 1/9 payable for months September through May. Checks will be issued on the 20th of each month, or the Friday before, if it falls on a weekend or vacation.

E. PAYROLL DEDUCTION

Upon appropriate written authorization from teacher, the ECCEC shall deduct and remit appropriate amounts to any plans or programs jointly approved by the ECCEC and the ECCECA, or by the teacher. Teachers will be given a copy of their payroll authorization at the beginning of each school year.

ARTICLE III - FRINGE BENEFITS

A. HEALTH INSURANCE

The special education unit shall pay the amount necessary to maintain the "grandfathered" status of the current health care policy by paying 100% of a single policy, 75% of a single plus dependent policy, or 53% of a family policy. The remaining balance will be paid by the individual teacher. Teachers currently receiving the cash option in lieu of health insurance will receive the same dollar amount increase as health insurance. No person hired after 2010 will be eligible for the cash in lieu of health insurance option. The cash option is taxable and will be a component of the unit's Section 125 plan. An employee who is .4 FTE or more will receive the full cash option, not to be reduced by FTE. Employees who are less than 4FTE will receive a prorated amount.



1. Flexible Benefits Plan

(Implemented FY:2008-09 added to agreement 2013-15)

A flexible benefits plan will be available for staff use and payroll deduction may be used for ECCEC approved items. Fees for the debit card will be paid by East Central.

B. DENTAL INSURANCE

The ECCEC will pay for a full family dental plan for any teacher who elects to participate. Part time employees shall receive the same percentage as they receive in salary/health insurance. No payments in lieu of premiums shall be made by East Central Special Education Unit.

C. LIFE INSURANCE

ECCEC will pay the annual premium for a \$10,000 term life insurance policy for each staff member.

D. INCOME PROTECTION DISABILITY

ECCEC will pay the annual premium for Income Protection Disability Insurance.

E. SICK LEAVE PROVISION

At the beginning of each school year, each staff member shall be credited with ten days' leave. This may be used for personal illness, disability, illness in the immediate family, or funerals. One (1) sick day may be used as a flex day. Staff members may use the flex day as a personal day. Only 1 day is allowed each school year as a flex day. Once accumulated to 75 days, additional sick leave may be added to said accumulated amount by transferring unused yearly sick leave at the ratio of three unused days equaling one day accumulated. Accumulated sick leave shall be limited to 90 days. An accounting of the number of accumulated sick leave days shall be given to each teacher at the beginning of each school year. Itinerant personnel will be responsible for reporting to their base school or schools, to which they are to report on that particular day, and to the special education director.

(Sick leave may be used for severe illness or death in one's own family, parental family or spouse's family.) If additional time is necessary, it shall be arranged with the Special Education Director, with a loss of pay.

## UNUSED SICK LEAVE DAYS

Payment for accumulated days of sick leave shall be made at the rate of twenty-five percent (25%) of the accumulated days based on current salary (182 days/FTE contract) upon termination of employment with the East Central Special Education Unit, provided that:

1. Employee has been employed by the Unit no less than five (5) full-time equivalent years.
2. Employee has not been dismissed for cause.

Total accumulated sick leave days shall be determined immediately after the conclusion of the last school day of the existing contract.

New hires for the 2014-15 school year will not be eligible for existing unused sick day benefits as per board policy. All current contracted staff will be grandfathered in and remain eligible for these benefits.

### F. PERSONAL LEAVE

Personal leave may be granted for (3) three days accumulative to five providing the request is made by the teacher three days in advance of the date to be missed, except in the case of an emergency. Personal leave without pay may be granted with Director approval.

### G. PROFESSIONAL LEAVE

1. Professional leave may be granted at any time at no loss of pay if it is approved in advance by the Director.
2. East Central will reimburse staff members for at least one in-state conference at the teacher's request and upon approval by the director (registration, meals, mileage and lodging).

### H. MATERNITY LEAVE

Women teachers shall be able to draw sick leave for maternity leave up to the limit of sick leave. After this is used up, she may take a temporary leave of absence without pay for a time mutually determined by the Unit and Employee.

### I. JURY DUTY

Leave will be granted at full pay. Court reimbursement payments will be turned

over to ECCEC.

J. EARLY RETIREMENT POLICY

A joint committee was formed to develop an Early Teacher Retirement Policy that became part of Board Policy on February 1992.

New hires for the 2014-15 school year will not be eligible for existing early retirement benefits as per board policy. All current contracted staff will be grandfathered in and remain eligible for these benefits.

K. EMERGENCY LEAVE

Three days of non-accumulative emergency leave shall be granted to a teacher with no loss of pay.

ARTICLE IV - GRIEVANCE PROCEDURE

I. OBJECTIVES

The objectives of the grievance procedure for the East Central Center for Exceptional Children shall be:

- A. To insure an opportunity for professional staff members and administrator to have unobstructed communication with one another and/or the East Central Board with respect to alleged grievances without fear of reprisal.
- B. To reduce the potential area of conflict between professional staff members, administrators and East Central Board.
- C. To encourage and assume the freedom of effective communication through recognized channels between professional staff members, administrators and East Central Board.
- D. To encourage the resolution of complaints as near the point of origin as possible.
- E. To contribute to the development of improved moral and effectiveness of the ECCEC professional staff through an increased understanding of the East Central policies which affect them.

II. DEFINITIONS

- A. A "grievance" shall mean a claim that a dispute or disagreement of any kind exists involving the conditions of circumstances under which a teachers works, or application of this agreement, or of an existing board policy or rule, or that a teacher has been treated inequitably, or that there exists a condition which jeopardizes employee health or safety.
- B. A "grievant" shall mean a teacher, a group of teachers, or the Association filing the grievance.
- C. Definition of Good Faith Effort
- Good: Something conforming to the moral order of the universe.  
Faith: Believe - Trust.  
Effort: Serious attempt.
- Good faith effort would be construed to mean that every attempt will be made by both parties to assemble all of the facts about the matter and to make an honest and open-minded attempt to do what is morally right, and acceptable under local community morals, and within the scope of the state law.
- D. "Days" shall mean contract days in this procedure.

### III. SCOPE

The following procedure herein contained applies to the following:

- A. Grievances related to the application and interpretation of personnel policies, rules, regulations, or administrative decisions.
1. Charges of unjust or inequitable interpretations of:
    - a. teaching load or class size
    - b. teacher assignment, promotion or transfer
    - c. teacher evaluation
    - d. teacher fringe benefit program or programs
  2. Questions related to salary schedule or placement on the salary schedule.
  3. Questions related to practices concerning provisions for equipment, facilities or supplies.
  4. Questions related to employee and students' health or safety.
  5. Questions related to the civil liberties of an employee.
  6. Questions related to controversies involving teachers, or educational methods.

#### IV. RIGHTS TO REPRESENTATION

- A. At least one Association representative shall be present for any meetings, hearings, appeals, or other procedural gatherings related to a grievance which has been formally presented.
- B. If, in the judgment of the Association, a grievance affects a group of teachers, or the Association, the Association may initiate and submit such grievance in writing to the director and the processing of such grievance shall be commenced at Step 2. Class grievances involving more than one supervisor may be filed by the Association or individual and initiated at Step 2.
- C. In matters dealing with alleged violation of Association rights, the grievance shall be initiated at Step 2.

#### V. INDIVIDUAL RIGHTS

- A. Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss the matter via administrative and/or board channels and to have the problem resolved without the intervention of the Association, and such disposition of the matter is not inconsistent with the terms of this agreement.
- B. A grievant may be represented at all stages of the grievance procedure by himself, or at his/her option by an Association representative selected by the Association. The Association shall have the right to be present and state its views at all stages of the grievance procedure.

#### VI. PROCEDURE

- A. Step 1

All the teachers, Association, Administration, and East Central Board acknowledge that it is desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications.

Following knowledge of the act or condition which is the basis of the complaint, the grievant may present the grievance in writing to the director. The director will arrange for a meeting to take place within 5 days after the receipt of the written grievance. The director shall provide the aggrieved party and the association with a written answer to the grievance within 10 days after the meeting. Such an answer will include the reasons upon which the decision was based.

B. Step 2

If the grievant is not satisfied with the disposition of his/her grievance at Step 1, or if no written answer is rendered within 15 days after the presentation of the grievance, then the grievance may be referred to the East Central Board President. The East Central Board President shall arrange for a hearing with the grievant and/or Association to take place within 5 days of his/her receipt of the appeal. The parties involved shall have the right to include such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearings, the Board President will provide his written decision within 10 days, together with his reasons to the aggrieved and the Association.

C. Step 3

If the decision of the Board President does not sufficiently satisfy the grievant, he/she may with approval of the Association appeal the grievance to the entire East Central Board. The Association will present a written appeal to place the grievance on the next regular scheduled board meeting agenda. The East Central Board will be provided with all the written grievances and written answers from steps 1 and 2, before the meeting. At this meeting the Board will hear all the facts or witnesses pertaining to the grievance. After the close of that meeting the Business Manager of the Board will provide the association with a written response to the grievance within 5 days, together with the boards reasons for their decision.

## VII. NO REPRISALS

No reprisals of any kind be taken by 1) the East Central Board, 2) director, or 3) individual school administrations against any teacher because of his/her participation in this grievance procedure.

Be it further provided that should any teacher carry his/her grievance outside of the proper channels, he/she will cause this information to become part of his/her personal records and could be used as evidence for dismissal.

Should the investigation of processing of any grievance require that a teacher or an Association member be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Furthermore, be it understood that the East Central Board hires a director to interpret policy and to handle enforcement of such policy and that they (the East Central Board) should not be confronted with grievances, until after proper channels are followed.

#### VIII. FORMS

Forms for filing grievances, grievance answers, serving notice, taking appeals, reports and other necessary documents will be prepared jointly by the Director and the Association so as to facilitate operation of the grievance procedure. The cost of preparing such forms shall be borne by the Board up to a limit of \$30.00. The written grievances and answers will be property of the East Central Board and kept on file by the Business Manager. A copy of all proceedings will also be issued to the grievant.