

2021-23

**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, 2021 and shall continue in full force and effect until June 30, 2023.

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 \_\_\_\_\_  
day of May 2021.

East Central Center for Exceptional Children

By Albert Haley, ECCECA Representative

By Robert [unclear], EC Board Representative

By Jenna Helson, EC President

By Dorette Gallman, Business Manager

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East Central Center for Exceptional Children

By Albert Haley, ECCECA Representative

By \_\_\_\_\_, EC Board Representative

By Jenna Helson, EC President

By Spette Allman, Business Manager

ARTICLE I - SALARIES

2021-22 SALARY SCHEDULE and  
2022-23 SALARY SCHEDULE

**Article I Salaries  
2021-22 Salary Schedule**

	<b>BS</b>	<b>BS + 10</b>	<b>BS +20</b>	<b>BS+ 30</b>	<b>MA/BS+40</b>	<b>MA +10</b>	<b>MA+20</b>	<b>MA+30</b>
<b>0</b>	39235	39735	40235	40835	41835	42635	43435	44235
<b>1</b>	39660	40160	40660	41260	42435	43235	44035	44835
<b>2</b>	40085	40585	41085	41685	43035	43835	44635	45435
<b>3</b>	40510	41010	41510	42110	43635	44435	45235	46035
<b>4</b>	40935	41435	41935	42535	44235	45035	45835	46635
<b>5</b>	41360	41860	42360	42960	44835	45635	46435	47235
<b>6</b>	41860	42360	42860	43460	45435	46235	47035	47835
<b>7</b>		42860	43360	43960	46035	46835	47635	48435
<b>8</b>		43360	43860	44460	46735	47535	48335	49135
<b>9</b>		43860	44360	44960	47435	48235	49035	49835
<b>10</b>		44360	44860	45460	48135	48935	49735	50535
<b>11</b>		44860	45360	45960	48835	49635	50435	51235
<b>12</b>		45360	45860	46460	49535	50335	51135	51935
<b>13</b>			46360	46960	50235	51035	51835	52635
<b>14</b>			46860	47460	50935	51735	52535	53335
<b>15</b>			47360	47960	51635	52435	53235	54035
<b>16</b>				48460	52335	53135	53935	54735
<b>17</b>					53035	53835	54635	55435
<b>18</b>					53835	54635	55435	56235
<b>19</b>					54635	55435	56235	57035
<b>20</b>					55435	56235	57035	57835
<b>21</b>					56235	57035	57835	58635
<b>22</b>					57035	57835	58635	59435
<b>23</b>					57835	58635	59435	60235
<b>24</b>					58635	59435	60235	61035
<b>25</b>					59435	60235	61035	61835
<b>26</b>					60235	61035	61835	62635

Teachers beyond Step 26 will receive an annual career increment of \$800

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.

**Article I Salaries  
2022-23 Salary Schedule**

	<b>BS</b>	<b>BS + 10</b>	<b>BS +20</b>	<b>BS+ 30</b>	<b>MA/BS+40</b>	<b>MA +10</b>	<b>MA+20</b>	<b>MA+30</b>
<b>0</b>	39435	39935	40435	41035	42035	42835	43635	44435
<b>1</b>	39860	40360	40860	41460	42635	43435	44235	45035
<b>2</b>	40285	40785	41285	41885	43235	44035	44835	45635
<b>3</b>	40710	41210	41710	42310	43835	44635	45435	46235
<b>4</b>	41135	41635	42135	42735	44435	45235	46035	46835
<b>5</b>	41560	42060	42560	43160	45035	45835	46635	47435
<b>6</b>	42060	42560	43060	43660	45635	46435	47235	48035
<b>7</b>		43060	43560	44160	46235	47035	47835	48635
<b>8</b>		43560	44060	44660	46935	47735	48535	49335
<b>9</b>		44060	44560	45160	47635	48435	49235	50035
<b>10</b>		44560	45060	45660	48335	49135	49935	50735
<b>11</b>		45060	45560	46160	49035	49835	50635	51435
<b>12</b>		45560	46060	46660	49735	50535	51335	52135
<b>13</b>			46560	47160	50435	51235	52035	52835
<b>14</b>			47060	47660	51135	51935	52735	53535
<b>15</b>			47560	48160	51835	52635	53435	54235
<b>16</b>				48660	52535	53335	54135	54935
<b>17</b>					53235	54035	54835	55635
<b>18</b>					54035	54835	55635	56435
<b>19</b>					54835	55635	56435	57235
<b>20</b>					55635	56435	57235	58035
<b>21</b>					56435	57235	58035	58835
<b>22</b>					57235	58035	58835	59635
<b>23</b>					58035	58835	59635	60435
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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 \$150 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 one school calendar year. Certified teachers will follow the school calendar for the district which they are assigned. When unit personnel work in excess of their contract due to extra days dedicated to In-Service at their assigned school or attending meetings outside the school day or school year at the request of the Director, they shall be paid an hourly rate of \$25.00 per hour. The Director must approve all extra days and/or meetings.
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.

#### SICK LEAVE BANK

ECCEC will maintain a Sick Leave Bank for participating employees whose applications are approved by the Sick Bank Committee.

The purpose of the Sick Leave Bank is to cover unexpected catastrophic illness or injury to participating employees, their spouses, and dependent children. It allows the participants who are experiences catastrophic illness or injury, who have exhausted available sick leave and personal leave, to apply for additional sick leave. Catastrophic is defined as extreme or life threatening. The Sick Leave Bank is to serve as a supplement to each individual's sick and personal time. It will not be used to restore depleted sick leave.

1. Committee - The Sick Leave Bank Committee will be board appointed and consist of 2 teachers, the director, the business manager, and one board member.

Upon receiving an application, the committee shall meet to rule on the application. A simple majority will be binding to the committee and applicant.

2. Participation - The offer to join the Sick Leave Bank will be available to certified staff. They will be asked to accept participation at the time of their contract approval and indicate their schedule for contributing days.

3. Contribution – Upon application to the sick bank, all members must donate three days within the first two years of membership, with at least one day donated the first year. Any donated days are subtracted from the total sick days one can accumulate. Once members have contributed days, they cannot be given back or taken out of the bank. Should the Sick Leave Bank ever become completely depleted within a year, members who have available sick leave must contribute an additional day. Members who have depleted their sick leave will be assessed one sick day the following contract year. Any sick days exceeding the cumulative cap of 90 days will be transferred to the Sick Bank. Teachers may contribute additional days to the bank.

4. Application - Any participant may apply for Sick Leave Bank days prior to exhausting all of their accumulated sick leave and personal leave. Once approved, the sick bank days will be transferred after sick time and personal leave time has been fully depleted.

Application must be in writing and accompanied by a medical doctor's statement verifying the severity, nature, and projected duration of the illness. The written application should include relationship of the applicant to the individual who is ill or injured, a description of the illness/injury, and the number of days requested.

The Sick Bank Committee will review applications, give written notice to employees of acceptance or rejection, and determine the number of days granted to the applicant. In extreme circumstances, the sick bank committee can apply for and approve the transfer of days on behalf of a member.

5. Limitations - The participants of the Sick Leave Bank, upon written approval by the sick bank committee, may be granted no more than 30 days of sick leave per application. A member may apply two times per contracted period and receive no more than 60 days of sick leave from the Sick Leave Bank. Participants may not draw sick leave days from the bank if they are receiving workers compensation 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. Personal leave beyond the maximum accumulative amount will be paid out at the teacher rate of pay, if requested in writing to business manager by May 31<sup>st</sup> of the contract year.

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 AND PATERNITY 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.

Male teachers shall be able to draw up to five (5) days for paternity leave. Days used will be deducted from the accumulated sick leave. If no sick leave is available, employees will take leave without pay.

I. ADOPTION LEAVE

Adoption leave will be granted to a teacher as follows:

Adoption of infants\*– five (5) days and additional days as recommended by the adoption agency and discretion of the board.

Other than infants\* – at the discretion of the board.

\*infants=newborn through four (4) years of age.

Days used will be deducted from accumulated sick leave.

J. JURY DUTY

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

K. 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.

L. 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 ensure 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 teacher 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 board's 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.