

2025-27

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, 2025 and shall continue in full force and effect until June 30, 2026.

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 1ST 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.

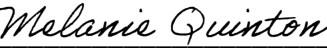
Dated at East Central, New Rockford, North Dakota this 20th day of May 2025.

East Central Center for Exceptional Children

By , ECCECA Representative
Lindsay Wolcher (May 20, 2025 13:44 CDT)

By , EC Board Representative
Stacy Benz (May 20, 2025 14:14 CDT)

By , EC President
Jenna Helseth (May 20, 2025 23:13 CDT)

By , Business Manager

ARTICLE I - SALARIES

2025-26 SALARY SCHEDULE and
2026-27 SALARY SCHEDULE

**Article I Salaries
2025-26 Wage Scale**

	BS	BS + 10	BS +20	BS+ 30	MA/BS+40	MA +10	MA+20	MA+30
0	45114	45614	46114	46714	47714	48514	49314	50114
1	45539	46039	46539	47139	48314	49114	49914	50714
2	45964	46464	46964	47564	48914	49714	50514	51314
3	46389	46889	47389	47989	49514	50314	51114	51914
4	46814	47314	47814	48414	50114	50914	51714	52514
5	47239	47739	48239	48839	50714	51514	52314	53114
6	47739	48239	48739	49339	51314	52114	52914	53714
7		48739	49239	49839	51914	52714	53514	54314
8		49239	49739	50339	52614	53414	54214	55014
9		49739	50239	50839	53314	54114	54914	55714
10		50239	50739	51339	54014	54814	55614	56414
11		50739	51239	51839	54714	55514	56314	57114
12		51239	51739	52339	55414	56214	57014	57814
13			52239	52839	56114	56914	57714	58514
14			52739	53339	56814	57614	58414	59214
15			53239	53839	57514	58314	59114	59914
16				54339	58214	59014	59814	60614
17					58914	59714	60514	61314
18					59714	60514	61314	62114
19					60514	61314	62114	62914
20					61314	62114	62914	63714
21					62114	62914	63714	64514
22					62914	63714	64514	65314
23					63714	64514	65314	66114
24					64514	65314	66114	66914
25					65314	66114	66914	67714
26					66114	66914	67714	68514

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.

**Article I Salaries
2026-27 Wage Scale**

	BS	BS + 10	BS +20	BS+ 30	MA/BS+40	MA +10	MA+20	MA+30
0	46241	46741	47241	47841	48841	49641	50441	51241
1	46666	47166	47666	48266	49441	50241	51041	51841
2	47091	47591	48091	48691	50041	50841	51641	52441
3	47516	48016	48516	49116	50641	51441	52241	53041
4	47941	48441	48941	49541	51241	52041	52841	53641
5	48366	48866	49366	49966	51841	52641	53441	54241
6	48866	49366	49866	50466	52441	53241	54041	54841
7		49866	50366	50966	53041	53841	54641	55441
8		50366	50866	51466	53741	54541	55341	56141
9		50866	51366	51966	54441	55241	56041	56841
10		51366	51866	52466	55141	55941	56741	57541
11		51866	52366	52966	55841	56641	57441	58241
12		52366	52866	53466	56541	57341	58141	58941
13			53366	53966	57241	58041	58841	59641
14			53866	54466	57941	58741	59541	60341
15			54366	54966	58641	59441	60241	61041
16				55466	59341	60141	60941	61741
17					60041	60841	61641	62441
18					60841	61641	62441	63241
19					61641	62441	63241	64041
20					62441	63241	64041	64841
21					63241	64041	64841	65641
22					64041	64841	65641	66441
23					64841	65641	66441	67241
24					65641	66441	67241	68041
25					66441	67241	68041	68841
26					67241	68041	68841	69641

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.

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 their 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 \$35.00 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 a single health insurance 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. No payments in lieu of premiums shall be made by East Central Special Education Unit.

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 single 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 experiencing 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 31st 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. EMERGENCY LEAVE

Three days of non-accumulative emergency leave shall be granted to a teacher with no loss of pay after the exhaustions of personal leave, and sick leave if applicable, and at the discretion of the director.

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.