

TERMS OF AGREEMENT

- I. This Agreement shall be in effect on July 1, 2025, and shall remain in effect through June 30, 2027, and thereafter for successive contract terms unless either party shall serve written notice on or before March 1, 2027, of a desire to open this Agreement and specifying the items to be negotiated.
- II. This Agreement, reached, as a result of collective bargaining, represents the full and complete agreement between the parties and supersedes all previous agreements between the parties.
- III. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the term of this Agreement or renewals hereof, except as provided in "I" above.
- IV. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Special Education Board's exclusive direction and control and shall not be subject to negotiations during the term of this Agreement.
- V. Articles from this Agreement that are not included on successive negotiation sessions shall automatically be renewed for the successive Agreement.
- VI. Should any article, section or clause of the Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.

Signed this _____ day of _____, 2025.

For the Special Education Board

For the Special Education Association

**BURLEIGH COUNTY SPECIAL EDUCATION UNIT
NEGOTIATED AGREEMENT**

SICK LEAVE

Twelve days sick leave will be granted each year taken in 30 minute increments.

Once a teacher has accumulated in excess of 90 sick leave days, an annual payment of \$35.00 per day will be made for any days exceeding 90.

PERSONAL LEAVE

Four days personal leave per year will be granted. All personal leave days must be approved by the Director/Coordinator. Teachers are to make their own arrangements to be gone from their schools. Personal leave can accumulate to a maximum of five days. Any personal leave days beyond five will be paid out at \$35.00/day. Part time will be prorated based on employment.

PROFESSIONAL LEAVE

Professional leave will be granted at the discretion of the Director.

The Special Education Board may finance attendance at a workshop or convention in the state with prior approval of the Director. The Board may pay up to five days lodging, meals and travel, according to state per diem, if not reimbursed by another agency.

SCHEDULES

Major deviations from the weekly schedule and unforeseen absences are to be reported to the Director and/or Business Manager.

VACATION

Vacation includes all school holidays, the day after Thanksgiving and two Spring Break days with the two Spring Break days to be taken as designated by the Director. The above days will be contingent upon individual school schedules and weather at the discretion of the Director.

APPROVAL OF PURCHASES

The Director and/or Business Manager are to approve purchases under \$400 per staff member per year. Purchases over \$400 are to have board approval. Testing materials may not be deducted from purchase funds.

INSURANCE

Up to \$850.00 per month to each full-time teacher, fractionally for each per-time teacher, to apply on a premium cost of a single or family rate of medical and hospital insurance; dental, life and disability insurance not excluded.

The carrier or carriers will be decided by the association. No monetary allowance will be made to those teachers not availing themselves of this benefit.

PROFESSIONAL DUES

Up to \$100 per year for each teacher to apply for professional dues and/or continuing education. The Business Manager will issue an annual check directly to the professional organization and/or educational facility. No monetary allowance will be made to those teachers not availing themselves of this benefit.

EMERGENCY LEAVE

Emergency leave, such as death or critical illness, will be provided to a maximum of four days with approval of the Director, Board Chairman or Vice Chairman. Any additional days needed may come from accrued sick leave.

MATERNITY LEAVE

Maternity leave may be granted for a maximum of twelve week is in accordance with Policy No. 2, FMLA. Unused cumulated sick leave may be used as part of the maternity leave. The remaining leave will be without pay.

SPECIAL EDUCATION BOARD MEETING

One Special Education Staff Member may attend a Burleigh County Special Education Board Meeting, if such board meeting is held during school hours.

PAY PERIODS

Paychecks will be distributed on the 1st and 15th day of each month or on the last working day preceding the 1st and 15th day of each month.

Regularly employed staff members shall have the option of receiving their salary in nine (9) or twelve (12) equal monthly payments; such option to be exercised once per calendar year by notifying the Business Manager no later than the first teaching day of the school year.

PAY LEVELS

A staff member may bring in 50% of classroom experience, including supportive educational services as stated in Individuals with Disabilities Education Act (IDEA), up to a maximum of 3 years; 100% of experience in the area hired up to a maximum of 10 years upon initial employment. No teacher shall receive more than ten years of experience credit.

Every teacher shall be placed on the appropriate step on the salary schedule according to their education and teaching experience as per paragraph above and shall move one experience step per year on the salary schedule. The salary schedule is attached hereto and is part of this Agreement.

The Unit will provide monetary incentive, such as tuition expenses or housing, to existing employees to pursue additional certification in a related field. This monetary amount will be up to \$300 over a three year period of time up to \$100 per credit.