

AGREEMENT

Between

SCHOOL BOARD

of

Apple Creek Public School District #39

and

Apple Creek Education
Association

2025-2027

I. RECOGNITION

The School Board of Apple Creek Public School District #39, hereinafter referred to as the District, recognizes the Apple Creed Education Association, hereinafter referred to as the Association, as the bargaining agent for licensed staff employed, or to be employed, as professional classroom teachers.

ARTICLE II. SAVINGS CLAUSE

Should any article, section, or clause of this Agreement be found to conflict with requirements in law or 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.

ARTICLE III. DURATION OF AGREEMENT

3.1 The provisions of each Article of this Agreement, except as otherwise specifically provided, shall be effective as of July 1, 2025 to June 30, 2027 at which time it shall automatically renew itself for additional periods of one year unless written notification to the contrary is made by either party no later than 160 days before the contract anniversary date per ND Century Code 15.1-16.10. Changes may be made at any time by mutual consent.

3.2 The Board and the Association agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties and that said terms and conditions may not be altered, changed, added to, deleted from, or modified without the mutual consent of the parties in amendment, written and attached and made a part of this agreement.

3.3 In witness whereof, signatures of the duly authorized representatives of the Association and the Board indicate that this Agreement has been ratified by the Apple Creek Education Association and the Apple Creek School Board.

SCHOOL BOARD

President

Date: _____

EDUCATION ASSOCIATION

President

Date: _____

ARTICLE IV. WORK CONDITIONS AND CONTRACTS

4.1 Work Year

The work year for members of the bargaining unit, except as otherwise modified in this agreement, shall consist of:

- a. 185 days, of which a minimum of 962.5 hours shall be pupil contact days, and at least 3 days shall be professional development days.
- b. Staff will have 2 floating workdays per year (teacher decides which days to come in to get the classroom ready for the school year).
- c. Teachers will collectively decide on Open House Day and time with input from PTO. The majority rules if a date and time cannot be agreed upon.

4.2 Workday

A student school day shall begin at 8:30a.m. and end at 3:00 p.m. Teachers shall fulfill an 8-hour workday. A teacher's school day shall begin at 7:30 a.m. and end at 3:30p.m. or 8a.m. to 4p.m. Exceptions approved by the principal.

Teachers will have no more than 2 recess duties per week and will be compensated \$20 per recess duty.

Teachers will be duty free before school in order to plan and prepare for the day. In the event that the morning care provider is absent, and all other options have been exhausted, teachers will be compensated \$40 per session.

4.3 Extra Duties

- a. Extra duty that occurs during the school day, such as noon-duty, recess duty, and ramp duty shall be equally shared between teachers and noon-duty shall be supervised by lunch supervisor. Substitutions of duty in case of absence, appointed by the principal.
- b. Full and part-time teachers are expected to order supplies, books, teaching materials by April 1 of each year.
- c. Full and part-time teachers are expected to attend and assist in promoting school events and activities.
- d. All full and part-time teachers shall be responsible for seeing that their classroom is clean and presentable daily.
- e. Teachers will not be required to attend more than two staff meetings per month unless an emergency meeting is needed. One teacher will be assigned to attend all PTO meetings and will be compensated \$50 per meeting. If the assigned teacher is unable to attend, a substitute teacher will fill in and be compensated \$50 for the meeting.

ARTICLE V. LEAVE

5.1 Sick Leave

Licensed teachers shall receive paid sick leave. Sick leave may be used for illness of the employee or her/his family member. A doctor's certificate may be required at any time, at the discretion of the administration. Doctor's appointments will be treated as sick leave. Maternity leave and/or pregnancy-related medical absence will be deducted from accumulated sick leave.

Sick leave will be accrued at a rate of twelve (12) days per year for full-time teachers. A maximum of sixty (60) days may be carried over to the next year. After five (5) days of continuous sick leave a doctor's excuse will be required.

Any unused portion at the end of the contract year, above the sixty days allowed for carryover, will be paid back to the employee at \$60 per day.

Teachers may exchange 3 sick leave days for one personal leave day. Three sick days may be converted to one personal day with a maximum of 6 sick days converted to two personal days per year. Sick days can be converted to personal days only if all personal days have been depleted and at the discretion of administration.

Teachers who resign or retire will be paid all unused sick leave at the rate of \$60 per day.

5.2 Full-Time Licensed Teacher Personal Leave

The district will grant full-time teachers three (3) days of personal leave each school year, which may be taken without reduction in pay for full-time teachers. One-week advance notification to the principal must be given. Personal leave may not be taken on Track and Field Day or the day of the school picnic, first ten days of school year, last ten days of school year or during designated contracted professional development days unless emergency or extreme case determined by principal, or school board. Any unused balance of personal leave, up to six (6) days, may be carried over into the next school year. Any additional leave will be without pay. Form ACSB-5R must be completed and approved before leave is taken. Teachers with more than 6 days of accumulated personal leave at the end of the contract year will be paid back to the employee at the rate of \$60 each day exceeding 6 days.

Teachers who resign or retire will be paid all unused personal leave at the rate of \$60 per day.

5.3 Professional Leave

Professional Leave may be granted if the full-time teacher notifies the School Board in advance, it meets with the Board's approval, and it applies to the teacher's area. If time does not allow, the teacher must receive permission from the principal.

5.4 Emergency leave

A. Emergency leave will be granted, without reduction in pay, up to 4 days for death or serious illness of an immediate family member including mother, father, child, sibling, spouse. Each case will be considered individually by the administration and/or school board.

B. This is deducted from sick leave.

ARTICLE VI. SALARIES/BENEFITS

6.1 Salary Schedule

The salary schedule of the Apple Creek School District shall apply to all certified full-time and part-time teachers. The salary will be negotiated, considering the economic conditions of the Apple Creek School District. No teacher will be asked to accept a salary lower than the previous year.

6.2 Pay

- a. All full and part-time teachers will be paid on the 15th and the last day of each month, or on such dates as agreed to by the Association and the Board.
- b. The salary for the first month of the school term shall not be paid until the teacher has exhibited his/her valid teacher's certificate to the Business Manager and has recorded it in the office of the County Superintendent of Schools.
- c. Deductions withheld from full and part-time teacher's checks include Teacher's Retirement, federal income tax, state income tax, Social Security, and Medicare.
- d. The salary for the last month of the school term shall not be paid until all term reports are made, filed, and approved by the Business Manager of the School Board.
- e. When substitute teachers are not available, certified classroom teachers will be compensated for the sub rate per day or prorated for less than a full day when subbing/combining classes for another teacher.
- f. Teachers new to Apple Creek School District can bring in 10 years of teaching experience from previous school districts.
- g. The Apple Creek District will pay 15.75% into each certified teachers TFFR. Certified teachers will pay 8.75% into TFFR.

6.3 Insurance

The Board will pay for 80% of a single health insurance plan. The plan will be solely determined by the Board with input from the Association.

6.4 Reduction in force:

When reduction of professionally licensed staff becomes necessary because of declining enrollment, lack of funds, or other necessities, the Board shall make every effort to ensure that full-time professionally licensed teachers be separated last. In the event of staff reduction,

personnel shall be terminated in accordance with present statutes, fair dismissal procedures, and the district procedure herein:

- A teacher with the least number of years of teaching experience (teaching experience is defined as number of years employed as a full-time teacher) with the Apple Creek School District will be terminated first.
- If there are two or more teachers with the same number of years of experience with the system, the teacher with the least education will be terminated.
- Any separated personnel will be rehired if any vacancy occurs within 9 months from the date of the notice of removal for which he or she is licensed or credentialed.
- Separated personnel returning to employment will have all accumulated benefits reinstated and will be placed on the salary scale at the level commensurate with their experience and academic preparation.

ARTICLE VII. GRIEVANCE PROCEDURE

The District will use the Grievance Procedure Policy for handling grievances.

ARTICLE VIII. PROFESSIONAL DEVELOPMENT AND EDUCATION ADVANCEMENT

8.1: Purpose and Commitment

The parties recognize that ongoing professional development and education advancement are essential to the growth of teachers and the enhancement of student learning. In support of this commitment, the district agrees to provide opportunities and financial support for teachers to pursue higher education and professional development programs that align with district objectives and improve instructional effectiveness.

8.2: Eligibility and Participation

- (a) All full-time teachers employed by the district are eligible to participate in education advancement programs, including but not limited to graduate-level coursework, certification programs, and attendance at professional conferences or workshops.

Section 3: Financial Support for Education Advancement

- (a) The district agrees to provide financial assistance to eligible teachers who participate in an advanced education program. The following terms apply:
 1. Tuition Reimbursement: The district will reimburse up to \$175 per credit hour for graduate-level courses taken by teachers, with a maximum annual reimbursement of \$2,500. Reimbursement will be provided upon successful completion of the course and submission of documentation (e.g., transcripts, receipts).

2. The teacher agrees to complete 4 years of employment with the school district when the degree or certification program has begun. If teachers leave before the 4-year completion, the teacher will pay back the prorated amount.
3. If the certification program or degree program is shorter than 2 years, the teacher can petition the board for a shorter contracted time for repayment.

Salary Schedule 2025-2026

Base Salary: \$50,000

TFFR: School 15.75% Teacher 8.75%

Step	BA/BS	BA/BS+10	BA/BS+20	BA/BS+30	MA/+40	MA+10/+50	MA+20/+60	MA+30
1	50,000	51,000	52,000	53,000	54,000	55,000	56,000	57,000
2	50,850	51,850	52,850	53,850	54,850	55,850	56,850	57,850
3	51,700	52,700	53,700	54,700	55,700	56,700	57,700	58,700
4	52,550	53,550	54,550	55,550	56,550	57,550	58,500	69,550
5	53,400	54,400	55,400	56,400	57,400	58,400	59,400	60,400
6	54,250	55,250	56,250	57,250	58,250	59,250	60,250	61,250
7	55,100	56,100	57,100	58,100	59,100	60,100	61,100	62,100
8	55,950	56,950	57,950	58,950	59,950	60,950	61,950	62,950
9	56,800	57,800	58,800	59,800	60,800	61,800	62,800	63,800
10	57,650	58,650	59,650	60,650	61,650	62,650	63,650	64,650
11	58,500	59,500	60,500	61,500	62,500	63,500	64,500	65,500
12	59,350	60,350	61,350	62,350	63,350	64,350	65,350	66,350
13	60,200	61,200	62,200	63,200	64,200	65,200	66,200	67,200
14	61,050	62,150	63,150	64,150	65,150	66,150	67,150	68,150
15	61,900	62,900	63,900	64,900	65,900	66,900	67,900	68,900
16	62,750	63,750	64,750	65,750	66,750	67,750	68,750	69,750
17	63,600	64,600	65,600	66,600	67,600	68,600	69,600	70,600
18	64,450	65,450	66,450	67,450	68,450	69,450	70,450	71,450
19	65,300	66,300	67,300	68,300	69,300	70,300	71,300	72,300
20	66,150	67,150	68,150	69,150	70,150	71,150	72,150	73,150
21	67,000	67,000	69,000	70,000	71,000	72,000	73,000	74,000
22	67,850	68,850	69,850	70,850	71,850	72,850	73,850	74,850
23	68,700	69,700	70,700	71,700	72,700	73,700	74,700	75,700
24	69,550	70,550	71,550	72,550	73,550	74,550	75,550	76,500
25	70,400	71,400	72,400	73,400	74,400	75,400	76,400	77,400
26	71,250	72,250	73,250	74,250	75,250	76,250	77,250	78,250
27	72,100	73,100	74,100	75,100	76,100	77,100	78,100	79,100
28	72,950	73,950	74,950	75,950	76,950	77,950	78,950	79,950
29	73,800	74,800	75,800	76,800	77,800	78,800	79,800	80,800
30	74,650	75,650	76,650	77,650	78,650	79,650	80,650	81,650

Paige: Step 3 (\$51,700)

Nicole: Step 7+50 credits (\$60,100)

Hannah: Step 5 (\$53,400)

Jodi: Step 27 +40 credits (\$76,100)

Amy: Step 14 + Master's (\$65,150)

Emily: Step 12 + Master's (\$63,350)

Julie: Step 14 (\$24,854)

Salary Schedule 2026-2027

Base Salary: \$52,000

TFFR: School 15.75% Teacher 8.75%

Step	BA/BS	BA/BS+10	BA/BS+20	BA/BS+30	MA/+40	MA+10/+50	MA+20/+60	MA+30
1	52,000	53,000	54,000	55,000	56,000	57,000	58,000	59,000
2	52,850	53,850	54,850	55,850	56,850	57,850	58,850	59,850
3	53,700	54,700	55,700	56,700	57,700	58,700	59,700	60,700
4	54,550	55,550	56,550	57,550	58,550	59,550	60,550	61,550
5	55,400	56,400	57,400	58,400	59,400	60,400	61,400	62,400
6	56,250	57,250	58,250	59,250	60,250	61,250	62,250	63,250
7	57,100	58,100	59,100	60,100	61,100	62,100	63,100	64,100
8	57,950	58,950	59,950	60,950	61,950	62,950	63,950	64,950
9	58,800	59,800	60,800	61,800	62,800	63,800	64,800	65,800
10	59,650	60,650	61,650	62,650	63,650	64,650	65,650	66,650
11	60,500	61,500	62,500	63,500	64,500	65,500	66,500	67,500
12	61,350	62,350	63,350	64,350	65,350	66,350	67,350	68,350
13	62,200	63,200	64,200	65,200	66,200	67,200	68,200	69,200
14	63,050	64,050	65,050	66,050	67,050	68,050	69,050	70,050
15	63,900	64,900	65,900	66,900	67,900	68,900	69,900	70,900
16	64,750	65,750	66,750	67,750	68,750	69,750	70,750	71,750
17	65,600	66,600	67,600	68,600	69,600	70,600	71,600	72,600
18	66,450	67,450	68,450	69,450	70,450	71,450	72,450	73,450
19	67,300	68,300	69,300	70,300	71,300	72,300	73,300	74,300
20	68,150	69,150	70,150	71,150	72,150	73,150	74,150	75,150
21	69,000	70,000	71,000	72,000	73,000	74,000	75,000	76,000
22	69,850	70,850	71,850	72,850	73,850	74,850	75,850	76,850
23	70,700	71,700	72,700	73,700	74,700	75,700	76,700	77,700
24	71,550	72,550	73,550	74,550	75,550	76,550	77,550	78,550
25	72,400	73,400	74,400	75,400	76,400	77,400	78,400	79,400
26	73,250	74,250	75,250	76,250	77,250	78,250	79,250	80,250
27	74,100	75,100	76,100	77,100	78,100	79,100	80,100	81,100
28	74,950	75,950	76,950	77,950	78,950	79,950	80,950	81,950
29	75,800	76,800	77,800	78,800	79,800	80,800	81,800	82,800
30	76,650	77,650	78,650	79,650	80,650	81,650	82,650	83,650

Paige: Step 4 (\$54,550)

Nicole: Step 8th + 50 credits (\$62,950)

Hannah: Step 6 (\$56,250)

Jodi: Step 28 +40 credits (\$78,950)

Amy: Step 15+ Master's (\$67,900)

Emily: Step 13 + Master's (\$66,200)

Julie: Step 15 (\$26,014)