

AGREEMENT

between

THE BOARD OF BURKE CENTRAL PUBLIC SCHOOLS

and

**THE BURKE CENTRAL EDUCATION ASSOCIATION
2025-2028**

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THE BOARD OF BURKE CENTRAL PUBLIC SCHOOLS and THE
BURKE CENTRAL EDUCATION ASSOCIATION

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THIS AGREEMENT is made and entered into as of the 18th day of February, 2025 by and between the School Board of Burke Central Public School District, hereinafter referred to as the “Board”, and the Burke Central Education Association, hereinafter referred to as the “Association.”

ARTICLE I. MISCELLANEOUS

Section 1. Duration. This contract shall be in effect from July 1, 2025 to June 30, 2028 and shall be renewed and will continue in force for additional periods of one year unless either party gives notice to the other party, no later than 160 days prior to the anniversary date of its desire to reopen certain provisions of this contract and/or additions to this contract, and to negotiate over terms of these provisions. In the event a successor agreement is not agreed upon before the termination date of this contract, all provisions of this contract shall remain in full force and effect until an agreement is reached. All salaries, benefits, and working conditions agreed upon in the successor contract will be retroactive to the termination date of this contract.

Section 2. Effect of Contract. The board and the teachers agree that the terms and conditions set forth in this contract 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 contract. This contract shall not be interpreted or applied to deprive teachers of professional and/or employment advantages heretofore enjoyed unless expressly stated herein.

Section 3. Savings Clause. If any provision of this contract or any application thereof is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall be deemed invalid to the extent required by such decision. All other provisions or applications

shall continue in full force and effect for the duration of the contract. If such provisions exist which are declared illegal, at the request of either party negotiation shall immediately commence in order to alter said section(s) providing the benefit(s) according to the intent of the parties.

Section 4. Amendments. Amendments hereto may be made within (30) thirty days of written notice by the party proposing such amendment and upon agreement reached under the procedures used in obtaining this contract.

ARTICLE II. SALARIES AND ADVANCEMENT ON SALARY SCHEDULE

Section 1. Placement on Schedule. All teachers will be placed on the most current salary schedule according to their actual years of teaching experience and according to their level of education and coursework, with the following provisions:

- A. The maximum salary will be the highest step stated in the lane for which the teacher qualifies: and
- B. The school board, through its school superintendent, shall be responsible for evaluation coursework taken for determining placement of the teacher in the appropriate schedule lane.

Section 2. Advancement on Salary Schedule. Courses completed after the signing of contracts and before the first day of the school term shall be counted on that year's contract. The salary will be adjusted for additional education once the administration is furnished with a transcript from an accredited college as proof. Additional education must be courses that enhance the field of teaching, at the discretion of the administration.

Section 3. Grant Writing. Grant writing is encouraged for all certified staff. An incentive pay of 15% will be paid to a teacher(s) based on the grant amount received. The following criteria must be met first:

- A. Request for Grant Writing must be filled out with a copy of the grant attached and turned into the office.
- B. Superintendent's signature must be on the Request for Grant Writing to receive payment.

- C. If the same grant is being written for different years, incentive pay is only paid the first time the grant is written. If an exceptional amount of data and information is required each year for the same grant, payment for that particular grant can be considered by the administration on a case by case basis.
- D. If a grant is written by more than one person, the 15% would be shared among the grant writers.

ARTICLE III. LEAVE

Section 1. Personal Leave. Personal leave of 24 hours shall be granted per year. Personal leave may accumulate to a maximum of 40 hours. On the 5th consecutive year of experience in the Burke Central School District, a teacher will be granted 40 personal hours per year. If a teacher doesn't wish to allow his/her personal leave to accumulate, he/she will be paid back at the same rate as substitute teacher pay at the end of the school year. If a 24 to 40-hour block of personal leave is to be used at one time, a 30-day notice is required. This requirement doesn't apply to those emergency or bereavement situations that come under the unforeseen circumstances clause that already exists in the master contract. Personal leave shall be pro-rated for part-time teachers. Personal leave will be granted if a sub is available for hire. Leave will be granted on a first-come-first-serve basis. Paid personal leave may not be taken on the first two or the last two days of a school term. A written request for additional personal leave above and beyond what you have accumulated must be submitted to the board for approval. For example, personal leave may be carried over up to 40 hours. Anything over 40, you will be paid out. When the new school year starts, personal leave carried over from previous year plus personal leave for the new year is added together. You may be starting the year with up to 72 hours.

Section 2. Bereavement Leave. Bereavement leave of 24 hours shall be granted per year upon the death of an immediate family member. Immediate family shall be considered a significant other, parents, grandparents, in-laws, brothers, sisters, or children of the teacher. Other bereavement leave may be authorized at the discretion of the Superintendent.

Section 3. Emergency Leave. Emergency leave of 16 hours shall be granted per year. An emergency leave shall be considered a sickness, maternity/paternity leave, injury or death in the immediate family. Immediate family shall be considered spouse, parents, grandparents, in-laws,

brothers, sisters, or children of the teacher. If more emergency leave is required, a teacher may use his/her sick leave for the above purposes. Sick leave may not be used for the above unless the emergency leave has been exhausted. Emergency leave and bereavement leave may be granted at the discretion of the administration for unforeseen circumstances other than those listed above. Emergency leave shall be pro-rated for part-time teachers.

Section 4. Personal Sick Leave. Teachers will start each school year with 80 hours. For each illness, dental appointment, medical appointment, optometrist, chiropractor, death of a grandparent, parent, significant other, sibling, or child(ren), immediate family accident (grandparent, parent, significant other, sibling, or child(ren) or life threatening illness (grandparent, parent, significant other, sibling, or child(ren)), or a situation which requires immediate attention to prevent major loss, or other will be taken from the personal sick bank.

- A. Teachers will be granted 80 sick hours every contract year with an accumulation up to 720 hours. The maximum hours allowed in your personal sick bank will be 720 hours.
- B. Teachers who have excess unused sick hours or are not returning the next school year will have their hours automatically deposited into the school wide bank on the last contracted school day.
- C. For example, personal sick bank may be carried over from previous years up to 720 hours. When the new school year starts, you can carry over 720 hours from the previous year plus 80 hours for the new school year for a total of 800 hours.
- D. Sick leave will be pro-rated for part time teachers.
- E. Each teacher in the Burke Central School will be allowed a personal sick bank.

Section 5. School Wide Sick Leave Bank. Any staff who no longer have sick days available can request, in writing, days from the school wide bank upon approval of the majority vote of the teaching staff and administration. All of your personal sick bank, emergency, personal, and bereavement must be used before requesting from the school wide bank. School wide bank cannot be used for the following reasons: Dental appointment, medical appointment, optometrist, chiropractor, or other.

- A. Teacher may use the school wide sick bank as follows: Day surgery (immediate), illness requiring hospitalization (immediate), work related illness or injury

(immediate), illness not requiring hospitalization (on the 2nd consecutive calendar day of the illness), death of grandparent, parent, significant other, sibling, child(ren), or others with administration approval.

Section 6. Leave of Absence. A leave of absence may be granted up to a period of one school term for furthering one's education or due to serious illness or injury to the teacher, teacher's spouse, or children. A leave of absence may be granted for other unforeseen circumstances at the discretion of the school board.

Section 7. Professional Development Leave. Teacher institutes and conventions will not be considered leaves for convenience, but rather a part of that person's duties and responsibilities. Attendance for professional development must have prior approval by the Superintendent.

ARTICLE IV. CONTRACTS AND CONDITIONS OF EMPLOYMENT

Section 1. Teacher Contracts. To the extent practical, all contracts shall be honored as written.

Section 2. Individual Contracts. Individual contracts shall not be inconsistent with the terms and conditions of this contract.

Section 3. In-service Requirements. Each school year, three days of in-service will be required with no more than 2 days to be used consecutively.

Section 4. Class Assignments. Class assignments shall be made as soon as practical, preferably in the spring. If unforeseen circumstances arise that the assignment already made must be adjusted, the teacher(s) involved shall be consulted before any changes are made.

Section 5. Additional Classroom Duty Pay. Elementary teachers who are required to teach in a combination classroom shall receive an additional \$1500 per year.

A combination class shall be defined as one in which two consecutive grade levels are taught by one general education elementary teacher such that each grade receives grade-appropriate instruction by the teacher. It is understood that this poses a challenge to the teacher – requiring the teacher to be trained in both sets of curricula.

Section 6. Forfeited Prep Period Pay. Each teacher is entitled to a minimum of 40 minutes of prep time between the first and final bell of the school day. If a teacher is called upon to forfeit their prep period to sub for another teacher, they shall be compensated \$22, or 1/7th of sub pay, whichever is higher, per occurrence. If a teacher is called upon to forfeit their prep period to teach an additional course, they will be compensated 1/7th of their base salary for the length of time the course is taught.

Section 7. Curriculum Input. Teacher input committee will be **informed or invited** to attend all curriculum committee meetings.

Section 8. Recall Rights. In the event of a teaching position opening in the Burke Central School system, any teacher who has been non-renewed due to a reduction-in-force shall be given first consideration and will be notified by registered mail of that opening. If hired, that person shall return to the step on the salary schedule and retain all benefits accumulated as if that person had not been released. If no teacher is hired under the above, first consideration will be given to current staff. If a teacher fails to apply to the official notification within 15 days, no further consideration will be given that person.

Section 9. Grievance Procedure. Grievance procedure be placed in the Burke Central School policy handbook.

Section 10. Contract Release Damages. Once a contract is signed, it is assumed that teachers will not request a release during the term of the contract. It is mutually acknowledged that the termination of a contract by the teacher, prior to the completion of the contract terms, results in damages to the School District which are impractical or extremely difficult to actually ascertain. In an effort to fix compensation which bears a reasonable relationship to probable damages and which is not disproportionate to reasonably anticipated damages, the following percentage of the contract shall be paid by a teacher requesting a release from contract if approved by the School Board: 2% of the base salary penalty to begin 5 days after the contract due date. 6% of the base salary after July 1st, 12% of the base salary after August 1st. The School Board reserves the right to waive the penalty at their discretion. The letter from the teacher in which release is requested must be accompanied by a cashier's check, bank draft, or certified check in the proper amount.

Board approval of a contract release is contingent upon the teacher agreeing that assessed damages will be deducted from any salary and/or benefit compensation due the teacher requesting a release, or the teacher has attached a certified check in the amount of applicable damages to the release request. Any amount of liquidated damages not recovered by the district will subject the teacher to a small claims court action and a report to the North Dakota Education Standards and Practices Board. In case of unavoidable or extenuating circumstances, the Board may waive liquidated damages to the requesting teacher.

Section 11. Supervision Outside Regular Workday. The regular workday shall be defined as 30 minutes prior to the first bell to 30 minutes after the final bell for students. Any teacher assigned to supervise an activity outside the regular workday, and for which they are not already being compensated, will be paid \$20 per hour. (Examples: Math and Reading Night, music programs, open houses, school improvement team meetings, mandatory workshops, etc.) Such activities will be pre-determined and approved by administration. This excludes advisors or groups who are sponsoring the event. For instance, if Student Council hosts a dance, chaperoning the dance is considered part of the student council advisors' duties and would not be eligible for extra compensation.

ARTICLE V. BENEFITS/INSURANCE

Section 1. Health Insurance/Cafeteria Plan. The Burke Central School District #36 shall provide each full-time teacher with the dollar amount equal to a full single health insurance policy as provided by the district insurance provider. This amount will be reviewed annually and adjusted to meet the annual amount required to pay in full a single health insurance policy through our mutually agreed upon district insurance provider. All benefits will be pro-rated for part-time teachers.

- A. Allow the employee to contribute through premium conversion any premium not provided by the district. These premiums can only be used to pay the premiums for the District medical insurance carrier.
- B. Allow the employee to use either school district or payroll deduction money to pay for dependent care as defined in Section 125 of the IRS Code.
- C. Allow the employee to use either school district or payroll deduction money as

deposits to a Medical Spending Account as defined in Section 125 of the IRS Code.

- D. If the employee elects not to utilize school district fringe benefit dollars for premium conversion, dependent care or medical spending account deposits, they may receive the remaining amount **as a** taxable cash benefit cash benefit a provided in Section 125 of the IRS Code.

Section 2. Deferred Annuity. Each employee shall be allowed to contribute in the form of a salary reduction to a tax deferred annuity as provided in section 403(b) of the IRS code.

IN WITNESS WHEREOF, this Agreement has been duly executed by the authorized representatives of the District and the Association the year and the date first above written.

APPROVED BARGAINING UNIT

BURKE CENTRAL SCHOOL BOARD

Association President

Board President