AGREEMENT

Between

Bismarck Public School District No. 1

and

Bismarck Association of School Administrators

2025-2027

RECOGNITION

The School Board of the Bismarck Public School District No.1, hereinafter referred to as the District, recognizes the Bismarck Association of School Administrators, hereinafter referred to as the BASA, as the bargaining agent for certificated/licensed staff employed in administrative positions.

Administrative positions are all public school employees employed primarily for administration of the schools or district-wide departments of the school district and devoting at least 50 percent of their time to administrative or supervisory duties. This Agreement shall also apply to any position deemed by the District to constitute an "administrator" whether or not certificated or licensed.

SECTION ONE - LEAVES

1.1. Sick Leave

1.1.1. 10 month, 9 ½ month and 9 month employees will receive 12 days of sick leave at the beginning of each year.

1.1.2. 11 month employees will receive 13 days of sick leave at the beginning of each year.

1.1.3. 12 month employees will receive 14 days of sick leave at the beginning of each year.

1.1.4. Unused sick leave will be cumulative indefinitely.

1.1.5. Compensation for unused sick leave will be granted to all administrators who leave the district with ten or more years of work experience in the district according to the following guidelines:

The payment for unused sick leave when leaving the District will be at $30.00 per day, not to exceed $4,500.00, if requested prior to January 15th.

The payment for unused sick leave when leaving the District will be at $30.00 per day, not to exceed $3,500.00, if requested after January 15th.

1.2. Vacation Leave

1.2.1. 12-month employees (260 day contract)

1.2.1.1. Vacation leave time will be granted in accord with years of administrative service with BPS as follows:

Years	Leave
1st Year	21 days
2 through 10 years	1.75 days per month
11 to 25 years	2.00 days per month
25 years or more	2.25 days per month

1.2.1.2. Unused vacation leave will be carried forward from one year to the next, not to exceed 30 days of cumulative leave. The leave year is July 1 through June 30.

1.2.2 11-month employees (240 day contract)

1.2.2.1 Vacation leave will be granted in accord with years of administrative service with BPS for each month worked as follows:

Years	Leave
1st Year	19 days
2 through 10 years	1.75 days per month
11 to 25 years	2.00 days per month
25 years for more	2.25 days per month

1.2.2.2 Unused vacation leave will be carried forward from one year to the next, not to exceed 30 days of cumulative leave. 12-month administrators who exceed 30 days on June 30th have until July 31st (1 month) to use days in excess of 30. Any days in excess of 30 on August 1 will be reset to 30 days. Less than 12 month administrators have a leave year of July 1 through June 30.

1.2.3. 10- month employees (follow Teacher Contract plus 23 days at discretion and approval of building administrator) will be granted 8 personal days in lieu of vacation. Unused personal leave shall be carried forward from one year to the next, not to exceed 15 days of cumulative leave.

1.2.4. 9 ½-month employees (follow Teacher Contract plus 10 days at discretion and approval of building administrator) will be granted 7 personal days in lieu of vacation. Unused personal leave shall be carried forward from one year to the next, not to exceed 15 days of cumulative leave.

1.2.5. 9-month employees (follow Teacher Contract) will be granted 6 personal days in lieu of vacation. Unused personal leave shall be carried forward from one year to the next, not to exceed 15 days of cumulative leave.

Upon termination of employment, administrators will be compensated at a rate equal to the administrator's daily salary for each unused day of vacation leave.

1.3. Holidays

1.3.3. 10 paid holidays for 12 month employees, 9 paid holidays for 11 month employees, and 5 paid holidays for 10 month, 9 ½ month and 9 month employees.

1.3.4. Holidays are New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, July 4, Labor Day, Veterans Day (11/11), Thanksgiving Day, and Christmas Day.

1.3.5. When a holiday falls on a Saturday, offices will close the Friday before; and when the holiday falls on a Sunday, offices will close on the following Monday.

1.3.6. All offices will close at noon on December 24 when December 24 is on a Monday, Tuesday, Wednesday or Thursday.

1.4. Family Medical Leave

In the event of an adoption of an infant under ninety (90) days of age by a certificated/licensed employee of the District, said employee shall be entitled to ten (10) working days of adoption leave. All adoption leave days are to be deducted from the employee's sick leave. In the event the accumulated sick leave is less than ten (10) days, any days used beyond those accumulated will be subject to a salary deduction. Additional leave may be available for family medical leave (Reference Administrative Rule GBRI-R).

1.5. Leave of Absence

A leave of absence without pay may be granted to staff with the assurance of a position with the District the following year under the following conditions:

1.5.3. A written request must be submitted to the Superintendent or designee by January 15 of the school year preceding the requested leave of absence. In the event of extenuating circumstances, the Superintendent may waive the deadline date.

1.5.4. Experience will not accrue during the time of such leave, but said personnel will retain all previous years of experience credited under the provisions of this agreement.

1.5.5. Personnel with less than four (4) years of experience in the Bismarck Public School System will not be granted a leave of absence.

1.5.6. Anyone granted a leave of absence must provide a written notice either delivered in person or by certified mail to the school district of his/her intention to return or he/she is considered to have tendered his/her resignation. The notification must be received by the Human Resources Office prior January 15 the year of the leave.

SECTION TWO

1.6. Liquidated Damages

1.6.3. Any personnel who has signed a contract for the following school year and requests a release, and is given the release, will pay as liquidated damages therefore:

- First Sixteen (16) Calendar Days - .75% of Teacher's Base Salary
- Next Thirty (30) Calendar Days – 1.5% of Teacher's Base Salary
- More than Forty-Six (46) Calendar Days – 3% of Teacher's Base Salary

1.6.4. The date for the beginning of payment of damages will be five (5) calendar days after the due date of the contract.

1.7. Placement on the administrators' salary schedule

Administrative experience and placement on the administrators' salary schedule will be determined by Superintendent or designee, Human Resources Manager and two members of BASA negotiating team in accordance with the following:

1.7.3. Administrators new to a position will receive credit for each year of like administrative experience (e.g. principal at another school to principal at a Bismarck school) according to the following schedule:

Like Experience	Experience Factor
Less than 2 Years Experience	Step 1
2-6 Years Experience	Step 2
More than 6 Years Experience	Step 3

1.7.4. Administrators moving from a lower administrative position to a higher one (e.g. from an assistant director to a director) will receive credit according to the following schedule:

Like Experience	Experience Factor
Less than 3 Years Experience	Step 1
3-9 Years Experience	Step 2
More than 9 Years Experience	Step 3

1.7.5. Administrators moving from a like administrative position to another within the District will not lose credit for years of administrative experience (e.g. senior high principal to elementary principal).

SECTION THREE - INSURANCE BENEFITS

The District will provide benefits as follows:

3.1 Medical Insurance

The District will pay 67% of a Family policy. When two full-time benefit eligible district employees are married then the district will pay the full monthly premium for one Family Policy.

3.2 Dental Insurance

The District will pay $123.00 per month for dental insurance.

3.3 Vision Insurance

The District will pay $17.50 per month for vision insurance.

3.4 The District will pay the entire 94% of the monthly premium for a single and single-plus-dependent for medical insurance and the entire monthly premium of a single policy for vision and dental.

3.5 It is agreed that any future premium increase for the vision and dental family plans will be shared equally by the District and the employee based on premiums charged.

3.6 Long Term Disability Insurance

The District pays the entire premium for a long-term disability policy.

3.7 Life Insurance

$100,000.00 Basic Life & ADD&D Policy. The District will pay the premiums for the first $50,000.00. The employee is responsible for the premium for the second $50,000.00.

3.8 Section 125 Medical and/or Childcare Flexible Spending Account

The district will pay the administrative charge for employees who sign up for a Section 125 medical and/or childcare flexible spending account and authorize a minimum payroll deduction of $240.00 per year.

SECTION FOUR - MISCELLANEOUS ITEMS

4.1 Sick Leave Bank

The Bismarck School District will maintain a Sick Leave Bank for participating employees. The Sick Leave Bank will be administered in accord with the plan as set forth in the BPS Teacher Negotiated Agreement.

4.2 Mileage and Travel

4.2.1 All administrators will be reimbursed per state rates for all approved school related travel, including travel to after school activities.

4.2.2 Administrators whose job requires regular travel to school facilities throughout the district, and must use their personal vehicle, shall receive a travel allowance of 505 times the state mileage rate (rounded to the nearest dollar) per month in lieu of mileage reimbursement. The rate used for each fiscal year shall be the state mileage rate from the January immediately before the fiscal year starts.

4.3 Health Insurance Participation After Retirement

COBRA Laws apply.

4.4 Professional Development

The Bismarck School District expects that administrators will stay up-to-date in their skills

and knowledge by belonging to professional organizations as well as attending conferences, workshops, and classes. Accordingly, each administrator is allocated $3,500 per year to be used for professional development expenses, including college course work, as approved by their supervisor. Deficit amounts will be subtracted from the next year's allocation. A $5,000 cap will be applied each year on July 1st**.** All members of the Administrative Group will have their own account that will follow them in the case of a transfer or promotion within the district.

4.5 Discretionary Days

A pool of forty-eight (48) discretionary days will be provided for assistant principals and coordinators at the secondary level (6 assistant principals x 8 days each) for use at the building level upon approval by the assistant superintendent for secondary schools.

A pool of forty-eight (48) discretionary days will be provide for administrators and coordinators at the elementary level for use upon approval by the assistant superintendent for elementary schools.

4.6 Salaries

The schedule attached hereto as Exhibit A shall constitute the administrator salary schedule for the years 2025-26 and 2026-27.

Effective with the 2025–2026 contract year, the District will add an annual four thousand dollar ($4,000) payment to the administrative salary schedule for administrators who have a Doctorate degree earned through an accredited institution of higher learning. Beginning with the 2026–2027 contract year, this annual payment shall increase to five thousand dollars ($5,000).

4.7 Retirement/Resignation Payment

A payment in the amount of 1.5% of the base teacher salary will be granted to all staff employed in administrative positions who have worked for the district ten (10) or more years and submit their retirement/resignation notice to the district by December 15.

SECTION FIVE - TERMS OF THE AGREEMENT

5.1 This Agreement shall be in effect as of July 1, 2025, and shall remain in effect through June 30, 2027.

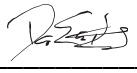
5.2 This Agreement, reached as a result of collaborative bargaining, represents the full and complete agreement between the parties and supersedes all previous agreements between the parties.

5.3 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, EXCEPT AS STATED ABOVE, OR UPON MUTUAL AGREEMENT OF THE PARTIES.

5.4 All terms and conditions of employment not covered by this Agreement shall continue to be subject to the School Board's exclusive direction and control and shall not be subject to negotiations during the term of this Agreement.

5.5 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.

Dated this 30 day of May, 2025.

BISMARCK PUBLIC SCHOOL DISTRICT #1	BISMARCK ASSOCIATION OF SCHOOL ADMINISTRATORS
By: 	By: 
Its: BPS Board President	Its: BASA Lead Negotiator