



AGREEMENT

BETWEEN

BURLINGTON EDUCATION ASSOCIATION

AND

**BOARD OF DIRECTORS
BURLINGTON COMMUNITY
SCHOOL DISTRICT**

**1429 WEST AVENUE
BURLINGTON, IA 52601**

July 1, 2024-June 30, 2026

ARTICLE I RECOGNITION

A. Unit

The Board recognizes the Burlington Education Association, an affiliate of the Iowa State Education Association and the National Education Association (Geode UniServ Unit) as the certified exclusive and sole bargaining representative for all personnel as set forth in the most recent bargaining unit definition currently on file with the Iowa Public Employment Relations Board.

B. Definitions

1. The term “Board” as used in this Agreement shall mean the Board of Directors of the Burlington Community School District or its duly authorized representatives or agents.
2. The term “employee” as used in this Agreement shall mean all employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term “employer” as used in this Agreement shall mean the Burlington Community School District or its duly authorized representatives or agents.
4. The term “Association” as used in this Agreement shall mean the Burlington Education Association or its duly authorized representatives or agents.
5. The term “day” or “days” as used in this Agreement shall mean “calendar days” unless otherwise specified.
6. The term “week” as used in this Agreement shall mean seven (7) calendar days.

ARTICLE II GRIEVANCE PROCEDURE

A. Purpose

The purpose of this Article is to provide a method of prompt and equitable settlement of employee grievances. The Employer and Association agree that these proceedings shall be as informal and confidential as may be appropriate at any level of the proceedings and agree to attempt to resolve all grievances informally at the lowest possible level.

B. Definition of Grievance

1. Grievance is a claim by an employee or the Association which alleges a violation of this Agreement has occurred. The grievance shall be presented to the designated supervisor on the form set forth and signed and dated by the employee or Association.
2. Business Days. The number of days at each level are defined as business days and should be considered as a maximum, and every effort should be made to expedite the process. Time limits specified may, however, be extended or shortened by mutual agreement. A business day is any day that the District Administration building is open and normally staffed.
3. Representation. The employee may elect to have representation from the Association or a representative of their own choosing present if he/she wishes at any point during the process. At any point in the process, the employer may elect to have another supervisor or HR staff member present as witness and/or note taker. When an employee is not represented by the Association, the Association shall receive a redacted copy of the grievance form.
4. Reprisals. No reprisals of any kind shall be taken by the employer against any employee or party to a grievance by reason of such participation.
5. It is agreed that any investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or of other employees unless agreed upon.
6. Released Time. When it is necessary for a grievant or Association representative to appear at an arbitration hearing during the work day, said grievant and/or representatives shall be released without loss of compensation.

C. Grievance Procedures

1. Step I (Informal)

The employee with a grievance shall first discuss it with his/her supervisor or designee within ten (10) days after the alleged grievance occurred, or for the Association within ten (10) days of their awareness of the alleged grievance.

2. Step II (Formal)

If, as a result of the informal discussion with the supervisor or designee at Step I a grievance still exists, the grievant may invoke the formal grievance procedure using the form set forth. An electronic copy of the grievance form shall be available to all teachers on the District website and shall be delivered to the immediate supervisor or designee within fourteen (14) from the time of the Step I meeting, or for the Association within fourteen (14) days of their awareness of the request for Step II. The immediate supervisor or designee shall indicate his/her disposition of the grievance within seven (7) days of the presentation of the formal grievance. If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within the seven (7) day period, the grievance shall be transmitted to Step III.

3. Step III

The Superintendent or his/her designee shall meet with the grievant within fourteen (14) days of the receipt of the grievance. The Superintendent or his/her designee shall indicate his/her disposition in writing within seven (7) days of the meeting and shall furnish a copy thereof to the Association. If the grievance still remains unresolved, the employee or Association may appeal the grievance to Step IV by serving written notice to the Employer within ten (10) days of receipt of the Step III disposition.

4. If the grievance is not resolved satisfactorily at Level Three, then there shall be available impartial binding arbitration. The Association may submit, in writing, a request to enter into arbitration on behalf of the Association and the grieving employee to the Superintendent within ten (10) days from the disposition of the grievance at level Three. At the same time, a request shall be made to the Public Employment Relations board to provide a panel of seven (7) arbitrators who are provided by PERB. Within five (5) days of the receipt of the list, each of the two parties, the party moving first chosen by lot, will alternatively strike one (1) name at a time from the panel until only one (1) name shall remain. The remaining name shall be the arbitrator. The arbitrator so selected shall confer with the representative of the Superintendent and the grievant and hold hearings promptly and shall issue his/her decision not later than thirty (30) days from the close of the hearings or if oral hearings have been waived, then from the date the final statements and proof on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth his/her reasoning and conclusions on the issues submitted. The arbitrator's decision on a grievance may not change or amend the terms, conditions, or applications of the Agreement. The decision of the arbitrator shall be submitted to the Superintendent and the aggrieved person and shall be final and binding on all parties. The costs for services of the arbitrator, including per diem expenses, actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the employer and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Miscellaneous

1. Written Decision. Decision rendered at Levels Two and three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest. Decisions rendered at Level Four shall be in accordance with the procedures set forth in the section on arbitration.
2. Meetings and Hearings. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representative referred to in the Article.

ARTICLE III
EMPLOYEE HOURS

A. Work Day

1. A regular employee work day shall consist of not more than eight (8) consecutive hours which shall include a daily scheduled lunch period of at least thirty (30) minutes during which no duties are assigned by the administrator or direct supervisor. Employees may leave the building during their scheduled lunch period. An employee's arrival and departure time will be established by the building administrator or his/her designee.
2. On Friday, days preceding holidays and vacations, or the day of open houses, the employee's work day shall end after student dismissal and the employee's responsibilities have concluded.
3. Meetings. Employees shall be responsible for attending faculty or other meetings as called by a principal, athletic director or Superintendent that extend not more than thirty (30) minutes before or after the work day. Efforts will be made to notify the staff no less than seven (7) calendar days in advance. In the event of an emergency, a meeting can be called with less than seven (7) days notice, but individuals may be excused by their supervisor.
4. Parent-teacher conferences may be scheduled beyond the regular work day. Such conferences shall not add more than approximately three hours (exclusive of breaks) to the regular work day. Employees are required to attend such conferences and shall be given time off for a time approximately equal to the conference times.
5. Employees shall be responsible to attend one open house of approximately ninety (90) minutes per year beyond the regular work day.
6. On days when the students' school day is started late because of safety considerations, the beginning of the employees' work day shall be delayed by the same amount of time. On days when the students' school day end early because of safety considerations, the employees' work day shall end when their responsibilities have ended and the employee is released by their supervisor. The superintendent will have the rights to release the staff of a single attendance center and not the entire district due to unforeseen events when other attendance centers are not affected. Examples of such unforeseen events would include but would not be limited to fire, broken pipes, utility failure, electrical failure, tornado or other storm damage.

B. Preparation Time

1. Employees shall have a designated preparation time. Preparation time is defined as that time when the employee's daily schedule is void of an assigned instructional or supervision duty. This time is to be utilized by working on school related activities.
2. At high school, middle school and intermediate school, a preparation time is equivalent to one full class period. It is not to occur before or after normal class time.
3. At the elementary schools, preparation time shall be a minimum of 45 minutes daily, of which 30 minutes are consecutive.

4. Employees assigned to more than one attendance center shall have time separate from the time needed to travel between assigned attendance centers to prepare.

C. Substituting

1. In cases where substitutes are not available, employees who volunteer may be used as substitutes during their preparation time. In the absence of any volunteers, an employee may be assigned to serve as a substitute. Volunteers and assigned employees who substitute for persons shall be paid on a per diem basis per class covered. (Such coverage shall be arranged by the principal of the school in question and shall be distributed as equitably as possible among the employees in said school.)

After assigning volunteers, the building administrator or designee, will use a rotating alphabetical list of certified staff who are qualified to substitute will be called upon to substitute when substitutes are not available or classes may be split.

2. If students are taken from one class and divided amongst other classroom teachers when a substitute is unavailable, \$165 will be divided equally amongst the teachers receiving students. In the absence of volunteers, students will be divided amongst other classroom teachers on a rotating basis.

ARTICLE IV
HOLIDAYS

Holidays will be Labor Day, Thanksgiving and the day after, Winter Break from Christmas Even through New Year's Day, and Memorial Day. Other holidays and breaks as recommended by the calendar committee and approved by the Board of Education annually.

ARTICLE V
SENIORITY

- A. Seniority shall be determined by the number of consecutive years of full-time and/or part-time employment in a bargaining unit position under contract from the last date of hire. The seniority list will indicate the seniority earned through the current contract year. The seniority list will be updated and posted by October 1 of each contract year. Employees laid off or on unpaid leave of absence shall not lose or accrue seniority during such periods. Employees on paid leave shall accrue seniority during paid leave. Employees hired after the start of the school year shall have their seniority prorated for that year.
- B. Employees who commenced work on the same date shall be placed on the seniority list based upon the following factors considered in order:
 1. Highest degree earned.
 2. Hours earned beyond the highest degree earned.
 3. Date that the employee's initial contract was signed.

The District and the Association shall break remaining ties through a mutually agreed upon random method prior to posting the final seniority list.

C. The final seniority list shall include:

1. Years of service according to Section B. of this Article in the Burlington Community School District.
2. Highest degree earned.
3. Hours earned beyond highest degree earned.
4. Rank number

ARTICLE VI LEAVES OF ABSENCE

A. No Deduction in Employee's Salary

All paid leaves, unless otherwise specified, are recorded in half-day increments.

1. Personal Illness or Injury

An employee shall be entitled to allowance of full salary for reason of illness or personal injury not to exceed in the aggregate of fifteen (15) days for each school year, with the unused leave cumulative to a maximum of one hundred ninety (190) days. Summer school staff will accumulated one (1) day of personal illness or injury leave for every ten (10) days worked of summer school, not to exceed two (2) personal illness or injury leave days (non-cumulative).

After three (3) absences, the employer may require such reasonable evidence, as it may desire confirming the necessity of each absence.

2. Adoption Leave

Up to seven (7) days of leave per year shall be granted to an employee for the adoption of a child. Such leave will be deducted from the employee's accumulated personal illness or injury leave. Employees may request additional personal illness or injury leave to satisfy the requirements of the adoption process.

3. Illness in Family

Up to five (5) days of leave per year shall be granted in the event of a serious illness of an employee's father, mother, brother, sister, child, foster parent, step parent, foster child, step child, husband, wife, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandmother, grandfather, daughter-in-law, son-in-law, or grandchild and may be granted in the case of any other member of the immediate household. ("Serious illness" does not mean medical attention of a physician.) If the need arises for more illness in the family leave, an employee may transfer up to five (5) of their own Personal Illness and Injury days. Under special circumstances, the Superintendent or designee may grant up to 5 additional days for a total of ten (10) days transferred.

The birth of a child can be considered illness in the family insofar as the spouse is concerned. Therefore, this leave provision can be used by the spouse for the actual birth and/or if there are pregnancy complications.

4. Death in Family

Up to five (5) days of leave shall be granted at any one time for a maximum of ten (10) days per year in the event of the death of an employee's spouse, child, parent, sibling, grandparent, immediate in-laws, may be granted in the case of any other member of the immediate household. Under special circumstances, the Superintendent or designee may grant exceptions.

5. Funeral

To attend a funeral of one other than the family, a maximum up to one (1) day's leave per year will be granted with full pay. If this absence is to be more than a day, it must be recommended by the principal and approved by the Superintendent and full deduction will be made. Application for permission to attend the funeral shall be made in advance to the building principal or his/her designee. Where possible, time off to attend such a funeral shall be minimized to the extent necessary to attend the funeral and services. This leave may be used in hourly increments at the employee's discretion.

6. Emergency

Each employee may be granted two (2) days of emergency leave per year (non-cumulative) with pay, over and above those days included in this Article. Said leave to be upon the recommendation of the building principal and with the approval of the Superintendent of Schools or his/her designee. Emergency leave will not be approved because of inclement weather, if the schools are open and operating.

7. Personal Day

Each employee will receive two (2) personal days. One personal day may be used by notifying the building principal or immediate supervisor by noon of the preceding day. Employees may carry over three unused personal days to the following year. At no time shall the accumulated days exceed five (5) days in any given school year. The other may be used each year without prior notice given. Personal days may not be taken the first or the last work day in a school year, on a staff in-service day, or on the day prior to or following any vacation, holiday, recess period, or days scheduled as weather make-up days without prior approval.

8. Other Leave

The Board, at its discretion, may grant other paid leaves as requested by employees.

B. Partial Deduction in Employee's Salary

Jury and Legal

Leave for jury duty, appearances in any judicial or administrative proceeding wherein the employee is not a party, except where his/her involvement is district-employment-related or when required to testify in any litigation matter involving employees of the Burlington Community School District, Shall be granted to employees of the school district with full salary during such absence, less any fees paid the employee for such services.

C. Full Deduction in Employee's Salary

Leave Without Pay

The Board, at its discretion, may grant other unpaid leaves requested by employees. Employees on leave shall inform the District of whether and/or when they intend to return to active employment status prior to March 1. Staff members returning from unpaid leave are not guaranteed the position that they left, but a position for which they are qualified.

D. Personal Illness or Injury Transfer

When, due to a long term, life threatening personal or family illness or injury, an employee depletes all available paid leaves, the employee may request a transfer of personal illness and injury leave days from other District employees in the bargaining unit. For the purpose of this paragraph, family is defined as father, mother, husband, wife, brother, sister, child, custodial step child, and custodial grandchild.

Upon receipt of such a request the superintendent or designee may authorize other employees to voluntarily donate up to a maximum of two (2) personal illness or injury leave of absence days from their accumulated personal illness or injury leave to the employee who has exhausted his/her leave options. This language shall not, however, establish a permanent, district-wide sick day's bank.

Employees can make one request for donation of personal illness or family illness or injury transfer no more than once every three years. The employee requesting the donated leave may receive up to thirty (30) days to be used as personal or, for the purpose of this paragraph, family illness leave. Upon recuperation from a personal illness or injury, or upon the recuperation or death of a family member, the unused donated days shall be returned to the employee who donated them. Donated days can be used throughout the remainder of the current school year on a first in-first out basis.

In the case of child birth:

If an employee has less than 30 days of paid leave available for regular childbirth, they may request donated days for a maximum of 30 days.

If an employee has less than 40 days of paid leave available for a cesarean childbirth, they may request donated days for a maximum of 40 days.

To request donated days, you must have worked for the district for at least one calendar year.

The superintendent or their designee shall make the final decision on all requests that are submitted. The Department of Human Resources shall track the transfer of such leave days from one employee to another. The District may require diagnostic evidence to support the request for such additional days.

ARTICLE VI
COMPENSATION

A. Salary

BEA 2024-2025 Salary Schedule

	RN	B.A.	B.A.+15	B.A.+30	M.A.	MA+15	M.A.+30	M.A.+45	PhD
A	37,644	41,825	43,845	45,865	47,885	49,905	51,925	53,945	55,965
B	38,250	42,431	44,451	46,471	48,491	50,511	52,531	54,551	56,571
C	38,856	43,037	45,057	47,077	49,097	51,117	53,137	55,157	57,177
D	39,462	43,643	45,663	47,683	49,703	51,723	53,743	55,763	57,783
E	40,068	44,249	46,269	48,289	50,309	52,329	54,349	56,369	58,389
F	40,674	44,855	46,875	48,895	50,915	52,935	54,955	56,975	58,995
G	41,280	45,461	47,481	49,501	51,521	53,541	55,561	57,581	59,601
H	41,886	46,067	48,087	50,107	52,127	54,147	56,167	58,187	60,207
I	42,492	46,673	48,693	50,713	52,733	54,753	56,773	58,793	60,813
J	43,098	47,279	49,299	51,319	53,339	55,359	57,379	59,399	61,419
K	43,704	47,885	49,905	51,925	53,945	55,965	57,985	60,005	62,025
L	44,310	48,491	50,511	52,531	54,551	56,571	58,591	60,611	62,631
M	44,916	49,097	51,117	53,137	55,157	57,177	59,197	61,217	63,237
N	45,522	49,703	51,723	53,743	55,763	57,783	59,803	61,823	63,843
O	46,128	50,309	52,329	54,349	56,369	58,389	60,409	62,429	64,449
P	46,734	50,915	52,935	54,955	56,975	58,995	61,015	63,035	65,055
Q	47,340	51,521	53,541	55,561	57,581	59,601	61,621	63,641	65,661
R	47,946	52,127	54,147	56,167	58,187	60,207	62,227	64,247	66,267
S	48,552	52,733	54,753	56,773	58,793	60,813	62,833	64,853	66,873
T	49,158	53,339	55,359	57,379	59,399	61,419	63,439	65,459	67,479
U	49,764	53,945	55,965	57,985	60,005	62,025	64,045	66,065	68,085
V	50,370	54,551	56,571	58,591	60,611	62,631	64,651	66,671	68,691
W	50,976	55,157	57,177	59,197	61,217	63,237	65,257	67,277	69,297
X	51,582	55,763	57,783	59,803	61,823	63,843	65,863	67,883	69,903
Y	52,188	56,369	58,389	60,409	62,429	64,449	66,469	68,489	70,509
Z	52,794	56,975	58,995	61,015	63,035	65,055	67,075	69,095	71,115
AA	53,400	57,581	59,601	61,621	63,641	65,661	67,681	69,701	71,721
AB	54,006	58,187	60,207	62,227	64,247	66,267	68,287	70,307	72,327
AC	54,612	58,793	60,813	62,833	64,853	66,873	68,893	70,913	72,933
AD	55,218	59,399	61,419	63,439	65,459	67,479	69,499	71,519	73,539
AE	55,824	60,005	62,025	64,045	66,065	68,085	70,105	72,125	74,145
AF	56,430	60,611	62,631	64,651	66,671	68,691	70,711	72,731	74,751
AG	57,036	61,217	63,237	65,257	67,277	69,297	71,317	73,337	75,357
AH	57,642	61,823	63,843	65,863	67,883	69,903	71,923	73,943	75,963
AI	58,248	62,429	64,449	66,469	68,489	70,509	72,529	74,549	76,569

AJ	58,854	63,035	65,055	67,075	69,095	71,115	73,135	75,155	77,175
AK	59,460	63,641	65,661	67,681	69,701	71,721	73,741	75,761	77,781
AL	60,066	64,247	66,267	68,287	70,307	72,327	74,347	76,367	78,387
AM	60,672	64,853	66,873	68,893	70,913	72,933	74,953	76,973	78,993
AN	61,278	65,459	67,479	69,499	71,519	73,539	75,559	77,579	79,599
AO	61,884	66,065	68,085	70,105	72,125	74,145	76,165	78,185	80,205
AP	62,490	66,671	68,691	70,711	72,731	74,751	76,771	78,791	80,811
AQ	63,096	67,277	69,297	71,317	73,337	75,357	77,377	79,397	81,417
AR	63,702	67,883	69,903	71,923	73,943	75,963	77,983	80,003	82,023
AS	64,308	68,489	70,509	72,529	74,549	76,569	78,589	80,609	82,629
AT	64,914	69,095	71,115	73,135	75,155	77,175	79,195	81,215	83,235
AU	65,520	69,701	71,721	73,741	75,761	77,781	79,801	81,821	83,841
AV	66,126	70,307	72,327	74,347	76,367	78,387	80,407	82,427	84,447
AW	66,732	70,913	72,933	74,953	76,973	78,993	81,013	83,033	85,053
AX	67,338	71,519	73,539	75,559	77,579	79,599	81,619	83,639	85,659
AY	67,944	72,125	74,145	76,165	78,185	80,205	82,225	84,245	86,265
AZ	68,550	72,731	74,751	76,771	78,791	80,811	82,831	84,851	86,871
	BA Base				\$ 40,400				
	RN Base				\$ 36,219				
	Supplemental Base				\$ 39,646				

B. Advancement on the Salary Schedule

Vertical movement may be granted if mutually agreed on during negotiation of wages.

C. Increase for the Reason of Additional Education and Training

1. Horizontal lane changes may be granted following the approval process set forth by the Superintendent or his/her designee.
2. In order to qualify for change in salary classifications, credit earned beyond the BA degree may be the graduate level or may include up to fifteen (15) of undergraduate hours.

All credits must be from an accredited university, AEA, ISEA, or state accredited institution. The classes should contain content which would be beneficial in the teaching process for the teacher and the district. Classes should pertain to the content area in which the teacher is teaching or may teach. Classes that are part of an advanced degree and in the educational field being taught are acceptable.

Teachers who earn credit in the manner described will submit an official transcript of such credit, or an official document verifying such credit, to the office of the Superintendent of schools by September 1 or February 1 each year.

D. Method of Payment

1. Pay periods
Each employee shall be paid in twelve (12) equal installments on the 25th day of each month, commencing in September. If the 25th falls on a weekend or holiday, employees will be paid on the last preceding workday before the weekend or holiday.
2. Employees with extra duty contracts will be paid in twelve (12) equal installments.
3. New employees shall be required to participate in the district's direct deposit program.'
4. Retiring employees with IPERS at the end of the year may receive their June, July, and August checks in either May or July depending on their selection. Employees must submit their retirement letters to the Superintendent's office and to IPERS by February 15th.

E. Supplemental Assignments

1. Supplemental assignments will be filled at the discretion of the Superintendent or his/her designee by mutual agreement with the employee after posting of vacancy.

An employee who is employed by the school district in a supplemental assignment and who thereafter continues in the district's employment in such assignment shall be relieved from such assignment upon his/her written request within one year of such request.

2. Employees filling supplemental assignment positions will be compensated in accordance with the Supplemental Pay Schedule.

F. Extracurricular Duty Assignments

1. Assignments will be made equitable among all employees who volunteer to work these activities or events; however, the administration retains the right to make specific assignments.
2. Employees shall be compensated at the rate of \$30.00 per hour worked.

G. Extended Contracts

Employees working on extended contracts shall be compensated at their established per diem rate.

When an employee agrees to assigned responsibilities that are performed outside of the regular work year, and the employee is not on an extended contract, the employee is to receive per diem pay.

H. Work Year/Overload

When an employee subsequently is assigned or volunteers to work an extra class period (working without a planning period) he/she shall be compensated at the rate of 4.76% of the employee's salary per trimester or 7.14% per semester, as applicable.


I. Teacher Quality Committee Compensation

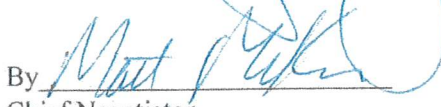
Teachers serving on the Teacher Quality Committee (TQC) shall be paid per diem, or prorated per diem, anytime the TQC meetings are required which exceed the contract year by whole days or parts of days, with such payments to come out of the TQC funds allocated by the state

ARTICLE VIII
CONCLUDING CLAUSES


- A. Copies of this Agreement shall be posted on the district's website and an electronic copy of this Agreement will be provided by the District to the Association.
- B. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by certified letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.
 - 1. If by the Association, to the District at: 1429 West Avenue.
 - 2. If by the District, to the President of the Association.
- C. This agreement shall be effective as of July 1, 2024 and will continue in effect until midnight June 30, 2025.
- D. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and chief negotiator, and their signatures placed thereon, all on the 17th day of June, 2024.

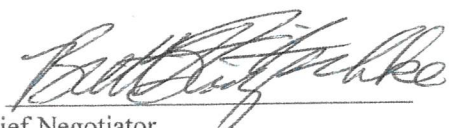
Burlington Education Association

By 
President

By 
Chief Negotiator

Burlington Community School District

By 
Board President

By 
Chief Negotiator