

**AGREEMENT ON PROFESSIONAL NEGOTIATION  
2018-2019**

The School Board of Minot Public School District and the Minot Education Association do hereby agree that the welfare of the Children of the Minot Public Schools is paramount in the operation of the schools and will be promoted by both parties.

The parties do hereby agree as follows:

**I. RECOGNITION**

The School Board of Minot Public School District hereinafter referred to as the Board, and the Minot Education Association recognize that teaching is a profession. The Board recognizes the Minot Education Association, hereinafter referred to as the Association, as the exclusive representative of the certified personnel employed or to be employed as classroom teachers.

The Association recognizes the Board as the elected representatives of the people of the Minot Public School District and as the employer of the certified personnel of the Minot Public School District.

The purpose of this recognition is the mutual agreement that the parties will negotiate with regard to all matters of common concern, and will use professional, educational and statutory channels for appeal in the event of impasse.

**II. PRINCIPLES**

**A. Attaining Objectives**

Attainment of objectives of the educational program of the district requires mutual understanding, cooperation among the Board, the Superintendent, and staff, and the professional teaching personnel.

To this end, free and open exchange of views is desirable and necessary, with all parties participating in deliberations leading to the determination of matters of mutual concern.

**B. Professional Teaching Personnel**

It is recognized that teaching is a profession requiring specialized qualifications, and that the success of the educational program in the district depends upon the maximum utilization of the abilities of teachers who are well satisfied with the conditions under which their services are rendered.

**C. Teacher Participation**

The Board's representative(s) will meet with the representatives of the Association for the purpose of discussion and reaching mutually satisfactory agreements on salary, welfare provisions, working conditions and other problems of mutual concern.

The scope of representation shall include matters relating to terms and conditions of employment and employer-employee relations, including, but not limited to salary, hours, and other terms and conditions of employment.

**III. PROCEDURES**

**A. Meetings** composed of members of the Association Negotiation Committee and the Board's representative(s) shall be called upon the written request of any one of the parties involved, namely: The Association and the Board's representative(s). Requests for meetings should contain specific statements as to the reasons for requests.

**B. Directing Requests**

Requests from the Association normally will be made directly to the Board's representative(s). Requests from the Board's representative(s) will be made to the President of the Association. A meeting shall be held within fifteen days of the date of request.

**C. Exchange of Facts, Views**

The Association Negotiation Committee and the Board's representative(s) will exchange facts, opinions, proposals and counter proposals freely during the meeting or meetings in an effort to negotiate in good faith to reach mutual understanding and agreement.

#### D. Requests for Assistance

The participants may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions.

All participants have the right to utilize the services of consultants in the deliberations. When consultants are mutually called upon by the respective committee, the expense shall be equally shared. If either committee calls upon a consultant for their exclusive use, the total expense shall be paid by that committee.

#### E. Agreement

When the participants reach agreement, it will be reduced to writing, signed by both parties, and become a part of the official minutes of the Board. Provisions in the agreement shall be reflected in the individual teacher's contract. The agreement shall not discriminate against any member of the teaching staff because of membership or non-membership in any teachers' organization.

### IV. MEDIATION AND APPEAL

#### A. School Board

In the event that agreement is not reached, and members of the Board have not participated directly in the deliberations, the Association representatives and the Board's representative(s) may present separate reports stating their points of agreement and disagreement to the Board. The procedure outlined in III will then be followed in an effort to reach understanding and agreement, with the full Board or Board Members selected by the Board - participating in the deliberations.

#### B. Local Mediation

In the event that an agreement is not reached, a mutually agreed upon mediator, chosen from a previously established list of ten people, shall be appointed to review the subject of disagreement and shall make within ten days a written report to both parties. Any expense incurred shall be shared equally by the Board and the Association.

If a mediator is not mutually agreed upon, follow statute 15.1-16, Section 14.

#### C. State Fact Finding

In case of an impasse the Association shall follow the procedure as set up by the Century Code 15.1-16, Section 14

(This grievance procedure may be used by any teacher making claim of a violation, misinterpretation or misapplication about the terms of this negotiated agreement.)

### GRIEVANCE PROCEDURE

The purpose of this policy is to provide a step-by-step procedure that guarantees the right of employees to administrative "due process," to assure fairness and equity. No employee shall discriminate against, coerce or interfere with any employee, witness or representative, for his/her involvement in the presentation or adjudication of any grievance.

If any provision of this procedure is or shall at any time become contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

#### Definitions

- *Grievance* is an allegation by an employee that s/he has been subject to a personal loss, injury, or inconvenience because of a violation, misinterpretation, or misapplication of a specific article, section, or paragraph of the negotiated agreement or employee's individual contract.
- *Day* as used herein shall be considered a calendar day and the time limits set shall be considered a maximum.
- *Administrator or supervisor* named in this policy (e.g., Superintendent) assumes that his/her designate or deputy may serve in his/her place.

#### Time Limit

A grievance must be initiated within 20 days after the employee knew or should have known the term or condition giving rise to the grievance existed. Failure to timely present the grievance in writing shall be deemed a waiver of the grievance.

## Conditions

Failure of the employee to meet any of the deadlines contained in this procedure shall terminate the grievance. Failure of a school supervisor/administrator to respond to the grievance within specified deadlines shall be deemed a denial of the grievance and shall allow the employee to advance the grievance to the next step.

## Procedure

Meetings held under this procedure shall generally be conducted on non-school time at a place that will afford a fair and reasonable opportunity for all persons proper to be present.

Each step in this procedure is intended to give bona fide consideration to the grievance and is to be a separate review of the facts. Each official to whom the grievance is presented shall issue a decision.

1. Informal Process: The Board encourages the resolution of grievances as near the point of origin as possible. Therefore, an employee with a grievance shall first discuss it with his/her immediate supervisor. However, should such informal process fail to satisfy the employee, then a grievance may continue to the Formal Process.
2. Formal Process: An employee may be represented and accompanied by a representative of his/her choosing at any step in this process; however, the employee must provide notice of the representative's identity at least five (5) days before the meeting date. The employee filing the grievance must be present at each step in this procedure.
  - a. The employee who is filing the grievance shall prepare a written statement containing his/her name, address, and telephone number; school building, address, telephone number, and name of principal; the specific contract provision being grieved and why; and the requested remedy. The written grievance must be signed and dated by the grievant.
  - b. An employee may present the written grievance to his/her immediate supervisor by the deadline contained in the "Time Limit" section of this procedure. The supervisor shall make every effort to resolve the grievance and shall, within ten (10) days of the filing of the grievance, render a written answer on the grievance.
  - c. If no agreement is reached or the time limit outlined above elapses without answer, the aggrieved employee may present the written grievance to the Superintendent. This step must be initiated within four (4) days of the supervisor's written decision or within fourteen (14) days of the filing of the grievance in the event the supervisor fails to provide a written answer. The Superintendent shall either refer the grievance to a designated representative or shall personally work with the aggrieved to seek an equitable solution within twenty (20) days. A written response shall be made to the grievant within the same twenty (20) days. The Superintendent's decision is final, subject to court review if the employee files suit.

## I. CONFORMITY TO LAW-SAVING CLAUSE

- Section A. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any subsequent action shall be subject to appropriate consultation and negotiation with the Board and the Local.
- Section B. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

## II. MANAGEMENT RIGHTS

1. Except as expressly provided otherwise in this agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board.
2. Subject to the provisions of this Agreement, the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion, in the discharge of their duties and responsibilities. The decisions of the Board subject to the provisions of this Agreement shall be final.
3. The Board of Education, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of North Dakota and of the United States, including, but without limit, the generality of the foregoing, the right:
  - a. To the executive management and administrative control of the school system and its properties and facilities, and the school activities of its employees;

- b. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote all such employees;
- c. To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board of Education;
- d. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- e. To determine class schedules, the calendar, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-contractual school activities, and the terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board of Education, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of the local professional negotiations agreement to which this becomes a part and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of North Dakota and the Constitution and laws of the United States.

Where beneficial and practicable, teachers may participate in the decisions referred to in the above items, c.,d., and e.; but the decision of the Board will be final.

III. DEDUCTION OF ASSOCIATION DUES

The Minot Public School District shall continue to deduct dues from the members of the Minot Education Association in agreed upon installments and remit the same to the MEA, provided proper deduction authorization forms, signed by the teacher, are supplied to the District by the MEA.

IV. HORIZONTAL EDUCATIONAL CREDIT

If horizontal credit on the salary schedule is desired for an undergraduate course, a request must be submitted in writing prior to taking the course, for approval by the Assistant Superintendent.

**Career and Technical Educators**

Credit toward advancement on the salary schedule may be earned by career and technical educators without a bachelor's degree based on the following criteria:

1. College credit for approved courses issued by approved colleges or universities will count for movement on the salary schedule.
2. Non-degreed career and technical educators may advance on the salary schedule from the BS Column to the BS+30 Column.
3. Non-degreed career and technical educators may advance on the salary schedule to the BS+45 Column if the educator is working towards a degree (Associates or Bachelors). A plan of study must be submitted to the office of the Assistant Superintendent of Secondary Education.
4. To be eligible for advancement on the salary schedule, all course work hours must be approved by the Superintendent of Schools or designee prior to enrolling in the course.
5. For CTE instructors without a bachelor's degree any advancement on the salary schedule will be based on college credits completed after June 1, 2015.

V. SPECIFIED CONTRACT

Each teacher's contract shall contain the assigned building, area and special duty assignments. Teachers will be consulted when a change of assignment is being considered. This Article applies only to those teachers who have been employed for more than one (1) year.

VI. HEALTH INSURANCE

The anniversary date of the health insurance plan is January 1 of each year.

The district will offer employees the choice of a PPO 250 deductible or a qualified High Deductible Health Plan (HDHP) including a 100% co-insurance that complies with all IRS and federal guidelines to qualify for pairing with a Health Savings Account (H.S.A.)

Under the PPO 250 plan the employee will contribute up to the following percentage of premium for health insurance benefits for full time teachers and the employer will pay the remaining balance of the premium:

<u>Type of Plan</u>	<u>Employee contribution</u>
Single	4.7%
SPD	5.5%
Family	10.7%

Under the HDHP the employee will contribute up to the following percentage of premium for health insurance benefits for full time teachers and the employer will pay the remaining balance of the premium plus the contribution to the H.S.A. listed below:

<u>Type of Plan</u>	<u>Employee contribution to Premium</u>	<u>Annual Employer HSA contribution</u>
Single	4.7%	\$1,713
SPD	5.5%	\$2,993
Family	10.7%	\$4,186

2 employee Family The lesser amount of \$5,566 (\$4,186 + \$1,380) or double the deductible amount (example: if deductible is \$2,700 then \$5,400 would be the maximum 2 employee family HSA contribution from the employer).

Contributions to the employees' HSA will be on a monthly basis with 1/12 of the annual employer contribution deposited into the employees' accounts each month.

Part-Time Teacher: Employees with contracts of less than 8/10 time will be required to record work time to ensure compliance with Federal Law (Affordable Care Act) and will be treated in the same manner as other part time school employees in regard to eligibility for health insurance coverage and applicable premium rates.

The amount of the health insurance premium deducted from the teacher's salary may be Premium Converted.

No combination of the employer and employee costs for health insurance, health savings accounts and flexible spending account may exceed the annual Cadillac Tax threshold included in Federal Law (Affordable Care Act).

VII. HEALTH INSURANCE - RETIRED TEACHERS

A teacher who retires after at least ten years of employment credit in the district shall be eligible to continue participation in the district's group health insurance plan at his/her own expense until age 65. The teacher shall be responsible for making appropriate arrangements with the district concerning payment of premiums.

VIII. TEACHERS FUND FOR RETIREMENT

The Minot Public Schools agree to furnish the employers portion of the TFFR as enacted by the 1977 Legislature and agrees to tax shelter the teacher's share of TFFR by reducing the teacher's salary.

IX. EXTRA CLASS HOURS

At the secondary level, the payment for a 6th class-hour shall be 1/5 of the BS Year 0 step on the salary schedule.

X. SALARY SCHEDULE

For school year 2018-2019 see attached.

XI. BASE SALARY

The base salary will be \$39,450 for the school year 2018-2019.

XII. PERSONAL LEAVE

Each teacher in the Minot Public School System with less than ten years of service as a full time teacher in the Minot Public School System shall have two days of personal leave each year. These days are cumulative to five total days.

Each teacher in the Minot Public School System with ten years or more of service as a full time teacher in the Minot Public School System shall have three days of personal leave each year. These days are cumulative to six total days.

Every school year each teacher will be paid the substitute teacher daily rate of pay for each day of unused personal leave in excess of 3 accumulated days, unless the teacher contacts the payroll office in writing by June 1 and requests not to be paid for the unused personal leave days over 3 and instead requests that those excess days be added to the teacher's cumulative sick leave. It is the teachers responsibility to notify the payroll department of the request not to be paid and to have unused personal leave in excess of 3 days converted to sick leave and if no request is made by June 1, the excess personal leave will be paid out by the June 30 payroll.

At separation of employment the remaining 3 days of personal leave will not be paid to the employee separating from employment.

Requests for personal leave shall, except in emergencies, be made in advance and submitted to the principal of the teacher's home school for consideration.

Requests for personal leave will be denied only if the number of requests from a building or department exceeds 10% (or 1, whichever is greater) and the principal judges it will cause an inconvenience to the function of the school.

When requests exceed the number allowed to be gone at one time, the principal shall determine who shall be allowed to take leave, considering the comparative reasons, the effect on the educational unit and other factors as the principal so determines. All granting of leaves shall be subject to the availability of a suitable substitute.

Except in special circumstances, as determined by the superintendent, there shall be no leave granted during the first five or last five days of the school term or during district wide staff development days.

Personal leave days may not be taken in units less than 1/2 day.

No pay will be deducted for use of personal days.

### XIII. SICK LEAVE

Sick leave is defined as a situation in which the employee is unable to be on the job due to medical needs. Ten (10) full days of personal sick leave for each year, cumulative to one hundred eighty (180) days shall be allowed every full-time employee of the Minot Public School System without deduction in pay for the sick leave period to which the employee is entitled.

After the above amount of sick leave has been used, the School Board will cease payment to the employee until the employee has returned to his job. Deductions shall be based on the exact daily earnings of the employee in accordance with the contract.

An employee is advanced ten (10) days sick leave annually upon which to draw.

Employees may be required to provide a medical certificate signed by a medical doctor when sick leave is used. If a medical certificate is requested by the district for sick leave used outside the scope of an employee's use of FMLA the district will reimburse the employee for doctor/clinic charges that otherwise would not have occurred if not for the aforementioned request to acquire a medical certificate.

Deliberate misuse of the sick leave may constitute cause for dismissal proceedings.

Up to seven (7) days of sick leave in any one year may be taken for illness of spouse, parents, dependents, and children/stepchildren under 21. Dependents are defined as anyone either claimed on an employee's recent tax return or covered by the employee's health insurance, including children/stepchildren over 21 years of age. With approval from an administrative committee (Superintendent, Asst. Superintendents, H.R. Director & Bus. Mgr.), up to seven days of sick leave in any one year may be taken for catastrophic illness or injury for non-dependent or non-health insurance covered adult children 21 years old and over. A written request for use of sick leave for catastrophic illness or injury must be made to the H.R. Director as soon as practical. Catastrophic illness or injury is defined as life threatening or terminal. Medical certification of the catastrophic illness or injury may be required if requested by the District. No more than seven days cumulative of sick leave per year may be used for any family described in this section. Other family illnesses will be considered Emergency leave.

Full time teachers with 15 years of continuous service in the Minot Public Schools and who have met the requirements to qualify for retirement under the N.D. Teachers' Fund for Retirement, will be reimbursed at the rate of \$20.00 per day for unused accumulated sick leave, not to exceed 180 days, provided that they submit a letter of resignation by February 15 of the year in which they retire.

XIV. FUNERAL LEAVE

Not to exceed five (5) days, shall be granted for the death of an employee's spouse, mother, father, step-parent, child, step child, grandchild, sibling or step-sibling plus necessary travel time as approved by the Superintendent or his designee, without loss of pay.

Not to exceed three (3) days, shall be granted for the death of an employee's grandparent, great grandparent, and all the following in-laws: father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law and great grandparent-in-law, plus necessary travel time as approved by the Superintendent or his/her designee, without loss of pay.

Funeral leave is extended to include and not to exceed one day with no deduction for funerals of uncles and aunts (uncles-in-law and aunts-in-law not included), and nieces and nephews and funerals at which the employee is pallbearer. If less than a full day is required for this purpose, it is assumed the employee will evaluate the situation accordingly. Paid travel time is not provided for the funeral leave of uncles, aunts, nieces and nephews and funerals at which the employee is a pallbearer.

XV. EMERGENCY LEAVE

A total of five (5) days in any one year may be taken for Emergency Leave, not cumulative above 5 days. The gross daily rate of pay for a substitute teacher shall be deducted from the employee's salary. The purpose of this provision is to allow for the absence of the employee who cannot logically be absent at school expense or for which the employee should be charged a full day's pay. Final interpretation of this situation must be made by the superintendent.

XVI. ABSENCE DUE TO SCHOOL OR PROFESSIONAL RESPONSIBILITIES

Professional leave shall be at no deduction in pay or cost to the employee for substitute. The request for professional leave shall be submitted for approval to the assistant superintendent of personnel or his designee at least ten (10) days prior to the date of the leave.

XVII. EXTENDED SERIOUS ILLNESS

An employee may apply for a leave due to extended serious illness for a period not to exceed three (3) years, which shall be without pay or fringe benefits. The employee can make arrangements to pay for continuing fringe benefits during this period.

XVIII. LEAVE FOR CHILD-REARING

By written request to the board, any employee may be granted a leave for the purpose of child rearing. Such leave, if approved, shall be without pay and without further accumulation of sick leave. If the leave is granted, the employee must make proper arrangements to pay for the various fringe benefits for the length of the leave. Upon return from the leave, teachers will be assured of a position in the school system, but reassignment to the same school and teaching area or grade is not guaranteed. Notice of intent to return must be received prior to February 15 in the year of intent to return. If not received or postmarked prior to February 15, the teacher will forfeit all rights to a future contract.

XIX. CONTINUING EDUCATION

Leave of absence without pay for continued education may be requested by certified personnel. The teacher on leave must take at least 9 semester hours per semester or 9 quarter hours per quarter. If the teacher fails to comply with the required hours, they will forfeit all rights to a future contract. If such failure is because of conditions beyond the teacher's control, the penalty will not apply. Such leave must be approved by the School Board. The same job may be granted to the person upon return to the Minot Public School System. No experience will be granted for the year in which the teacher was on leave. The teacher must have taught in the Minot Public Schools three (3) years to be eligible for a Leave of Absence. The employee can make arrangements to pay for continuing fringe benefits during this period. Notice of intent to return must be received prior to March 1 in the year of intent to return. If not received or postmarked prior to March 1, the teacher will forfeit all rights to a future contract.

XX. POLITICAL LEAVE

Any staff member may serve in the State Legislature or in state government service without loss of tenure, but full salary deduction will be made for days absent while the legislature is in regular or special session. Said staff member is entitled to full pay less the total cost of the substitute teacher for days missed to attend interim or committee meetings not to exceed a cumulative total of 10 days in the two year period between July 1 of the first year of the biennium and June 30 of the second year of the biennium. The staff member's Supervisor and the KRONOS administrators must be notified in advance of use of interim or committee meeting

leave days. No one request for leave may extend beyond two (2) contract years. The employee can make arrangements to pay for continuing fringe benefits during this period. Notice of intent to return must be received prior to February 15 in the year of intent to return. If not received or postmarked prior to February 15, the teacher will forfeit all rights to a future contract.

XXI. LEGISLATIVE LEAVE

The teaching staff will be provided a maximum of 10 days each year for legislative activities, without loss of pay. A teacher requesting this leave must have the approval of both the MEA president and the superintendent and must notify the immediate supervisor two working days prior to the date, if possible. Leave will be for a minimum of one day.

XXII. SALARY ADJUSTMENTS

Teachers who are entitled to a salary adjustment due to the earning of more credits to place them in another lane must have an official transcript (not grade card, unless it is certified as a transcript) filed in the Human Resources' office by September 1 or January 15 and will become effective as of these dates.

XXIII. COLLEGE CREDIT

Credit will be accepted only from colleges which are accredited on one of the following associations:

- |  |                                      |
|--|--------------------------------------|
| Middle States Assn of Colleges & Schools | Northwest Assn of Schools & Colleges |
| New England Assn of Schools & Colleges   | Southern Assn of Colleges & Schools  |
| North Central Assn of Colleges & Schools | Western Assn of Schools & Colleges   |

XXIV. BASE INCONVENIENCE PAY

Teachers who must travel regularly from Minot to the Air Base will be paid base inconvenience pay based on the following computation: (181 days x 26 miles x state mileage rate on July 1 of the current school year).

XXV. MULTI-SCHOOL COMPENSATION

Multi-School Compensation is compensation for the demands of being assigned to more than one building. Some examples of these demands are maintaining more than one classroom and attending more than one meeting, such as PTA meetings. Multi-School Compensation is paid to teachers who are contracted to serve in a similar capacity in two or more building for a designated period of time, such as a period of nine weeks, a semester, or a full year. Licensed staff that is assigned to teach in two buildings will receive two percent of the base, and licensed staff that is assigned to teach in three or more buildings will receive three percent of the base. Licensed staff members who do not meet these criteria but travel between buildings will utilize the travel voucher system as determined by the Assistant Superintendent or designee

XXVI. COMBINATION ROOM PAY

Elementary combination room pay will be 1/5 of the BS Year 0 step on the salary schedule.

XXVII. IN HOUSE SUBSTITUTION

Pay for single-hour substitution shall be 1/5 of substitute pay.

When an elementary classroom teacher substitute cannot be found for a full or half day, and as a last resort an in-house elementary classroom teacher takes another class into their the elementary classroom, the elementary classroom teacher will be paid the substitute rate of pay in addition to his/her regular pay. When music or physical education classes are canceled due to the inability to secure a substitute teacher, the classroom teacher shall be paid 1/10 of substitute pay. When a secondary classroom teacher takes another class into their classroom and provides regular instruction to two classes, the secondary classroom teacher will be paid 1/5 of the substitute pay for each class period in addition to his/her regular pay up to a maximum of the daily rate of substitute teacher pay.

XXVIII. EXTRA DUTY/CURRICULAR SALARY SCHEDULE

2018-2019 schedule is attached.

XXIX. DIRECTORY

Each teacher shall be provided a copy of the School Directory.

XXX MAIL SERVICE

The Association shall have the right to use the school district's internal mail services.

XXXI PAY PROCEDURE FOR CERTIFIED PERSONNEL

Those persons covered by this contract and who do not work more than 9 months shall have the option of receiving their pay in 9 1/2 months (19 checks) or in 12 months (24 checks). For all returning teachers proper signed paperwork indicating the notification of change from prior year must be received by personnel office prior to August 1. The deadline for new hires will be August 31. Once the decision is made it cannot be changed until another contract year.

XXXII. LIFE INSURANCE

The Employer shall furnish a \$10,000 term life insurance policy to each employee who is eligible for this benefit. Employees insured above shall have the option of purchasing \$20,000, \$40,000 or \$60,000 additional term life insurance.

XXXIII. SCHOOL YEAR

The standard teacher's contract shall be 186 days in 2018-2019.

XXXIV FLEXIBLE BENEFITS PLAN

The Minot Public School District will offer its employees a full section 125 Flexible Benefits Plan.

XXXV. EXTRA DUTY/CURRICULAR SALARY SCHEDULE COMMITTEE

This standing committee shall consist of the District Activities Director (who will serve as chairperson), an administrator, and a representative of the Minot Education Association. The committee shall receive all requests throughout the year but will not accept any requests later than the first Friday in March. The committee will meet to consider changes to the Extra-Duty/Curricular Salary Schedule.

XXXVI. ASSOCIATION ATTENDANCE AT SCHOOL BOARD MEETINGS

When necessary and if available, the administration will provide for a substitute teacher in order to allow a MEA representative to be present at all school board meetings held during school hours. The MEA will pay any costs associated with the substitute.

DURATION CLAUSE

This agreement shall remain in force until July 1, 2019 at eight a.m. The agreement shall automatically be renewed and remain in force until a new contract is ratified.

Dated this 17th day of July, 2018

For the MEA:

For the Minot Public Schools:

\_\_\_\_\_  
President

\_\_\_\_\_  
President

**MINOT PUBLIC SCHOOL DISTRICT #1**  
**2018-2019 Salary Schedule Report**  
**Base Salary = \$39,450**

<b>Years of Experience</b>	<b>BS</b>	<b>BS+16</b>	<b>BS+30</b>	<b>BS+45</b>	<b>MS</b>	<b>MS+16</b>	<b>MS+30</b>	<b>MS+45</b>
Year 0 Percent of Base	107.70	111.50	116.30	118.20	121.00	126.80	132.50	134.40
<b>Year 0 Salary</b>	<b>42,488</b>	<b>43,987</b>	<b>45,880</b>	<b>46,630</b>	<b>47,734</b>	<b>50,023</b>	<b>52,271</b>	<b>53,021</b>
Year 1 Percent of Base	109.00	112.80	117.60	119.50	122.30	128.10	133.80	135.70
<b>Year 1 Salary</b>	<b>43,000</b>	<b>44,500</b>	<b>46,393</b>	<b>47,143</b>	<b>48,247</b>	<b>50,535</b>	<b>52,784</b>	<b>53,534</b>
Year 2 Percent of Base	110.30	114.10	118.90	120.80	123.60	129.40	135.10	137.00
<b>Year 2 Salary</b>	<b>43,513</b>	<b>45,012</b>	<b>46,906</b>	<b>47,656</b>	<b>48,760</b>	<b>51,048</b>	<b>53,297</b>	<b>54,046</b>
Year 3 Percent of Base	111.50	115.30	120.10	122.00	125.80	131.60	136.30	139.20
<b>Year 3 Salary</b>	<b>43,987</b>	<b>45,486</b>	<b>47,379</b>	<b>48,129</b>	<b>49,628</b>	<b>51,916</b>	<b>53,770</b>	<b>54,914</b>
Year 4 Percent of Base	114.30	119.10	124.90	126.80	130.60	135.40	141.10	144.00
<b>Year 4 Salary</b>	<b>45,091</b>	<b>46,985</b>	<b>49,273</b>	<b>50,023</b>	<b>51,522</b>	<b>53,415</b>	<b>55,664</b>	<b>56,808</b>
Year 5 Percent of Base	118.20	123.90	129.70	131.60	134.40	140.20	145.90	148.80
<b>Year 5 Salary</b>	<b>46,630</b>	<b>48,879</b>	<b>51,167</b>	<b>51,916</b>	<b>53,021</b>	<b>55,309</b>	<b>57,558</b>	<b>58,702</b>
Year 6 Percent of Base	122.00	128.70	133.50	135.40	139.20	145.00	150.70	153.60
<b>Year 6 Salary</b>	<b>48,129</b>	<b>50,772</b>	<b>52,666</b>	<b>53,415</b>	<b>54,914</b>	<b>57,202</b>	<b>59,451</b>	<b>60,595</b>
Year 7 Percent of Base	125.80	132.50	138.30	140.20	144.00	149.70	155.50	157.40
<b>Year 7 Salary</b>	<b>49,628</b>	<b>52,271</b>	<b>54,559</b>	<b>55,309</b>	<b>56,808</b>	<b>59,057</b>	<b>61,345</b>	<b>62,094</b>
Year 8 Percent of Base	129.70	135.40	143.00	145.00	148.80	154.50	159.30	162.20
<b>Year 8 Salary</b>	<b>51,167</b>	<b>53,415</b>	<b>56,414</b>	<b>57,202</b>	<b>58,702</b>	<b>60,950</b>	<b>62,844</b>	<b>63,988</b>
Year 9 Percent of Base	133.50	139.20	146.90	148.80	153.60	158.30	164.10	167.00
<b>Year 9 Salary</b>	<b>52,666</b>	<b>54,914</b>	<b>57,952</b>	<b>58,702</b>	<b>60,595</b>	<b>62,449</b>	<b>64,737</b>	<b>65,882</b>
Year 10 Percent of Base	136.30	143.00	150.70	152.60	157.40	163.10	168.90	171.70
<b>Year 10 Salary</b>	<b>53,770</b>	<b>56,414</b>	<b>59,451</b>	<b>60,201</b>	<b>62,094</b>	<b>64,343</b>	<b>66,631</b>	<b>67,736</b>
Year 11 Percent of Base	140.20	146.90	154.50	156.40	162.20	167.90	174.60	177.50
<b>Year 11 Salary</b>	<b>55,309</b>	<b>57,952</b>	<b>60,950</b>	<b>61,700</b>	<b>63,988</b>	<b>66,237</b>	<b>68,880</b>	<b>70,024</b>
Year 12 Percent of Base	144.00	150.70	157.40	160.30	166.00	172.70	179.40	182.30
<b>Year 12 Salary</b>	<b>56,808</b>	<b>59,451</b>	<b>62,094</b>	<b>63,238</b>	<b>65,487</b>	<b>68,130</b>	<b>70,773</b>	<b>71,917</b>
Year 13 Percent of Base			161.62	164.52	169.80	177.50	185.10	188.00
<b>Year 13 Salary</b>			<b>63,759</b>	<b>64,903</b>	<b>66,986</b>	<b>70,024</b>	<b>73,022</b>	<b>74,166</b>
Year 14 Percent of Base					174.02	181.72	190.90	193.70
<b>Year 14 Salary</b>					<b>68,651</b>	<b>71,689</b>	<b>75,310</b>	<b>76,415</b>
Year 15 Percent of Base							195.12	197.92
<b>Year 15 Salary</b>							<b>76,975</b>	<b>78,079</b>

**2018-19  
EXTRA-DUTY CURRICULAR SALARY SCHEDULE  
39,450 BASE**

Major Sport                      0.0018 x 39,450.00 = 71.01                      per day

		<u>Major</u>
Head		71.01
Asst Varsity	0.750	53.26
10th Head	0.700	49.71
10th Asst & 9th Head	0.650	46.16
Head 7th and 8th	0.625	44.38
Asst 7th, 8th and 9th	0.600	42.61

**EXTRA-CURRICULAR EXPERIENCE PAY**

- A. One-percent of extra-curricular pay for experience, up to a maximum of 12 years.
- B. Only experience in the Minot Public Schools shall apply. Prior years experience will not be counted.
- C. Experience is transferable between athletic coaching positions only.
- D. Memorial Middle School coaches shall receive 10% inconvenience pay.
- E. The District will pay for the cost of the required courses needed to obtain NDHSAA certification. Any grade 7-12 coach covered by this negotiated agreement who fails to obtain the NDHSAA certification before the beginning of the season which they coach will be assessed a \$200 deduction in gross salary to their contracted salary. The deduction in wages will be applied to the payroll date which most closely follows the beginning of the season they coach.

**EXTRA-CURRICULAR DAYS**

- A. Days for the sports season will be counted for the current year.
- B. For 9th grade no credit will be given for Saturdays unless a competitive event is scheduled.
- C. For all sports that practice prior to the opening of the first teacher workshop, after graduation, and during Christmas vacation, two days credit will be given for every calendar day that practice is held. Exceptions: Sundays, New Year's Day, Thanksgiving, and Christmas Day.
- D. For varsity head and assistant coaches, days will be counted from the opening of the sports season to the final day of that sport's state championship. For other high school coaches, the days will be counted from the opening of practice to the final game of the season.

	<u>Percentage</u>	<u>Rate</u>	<u>Days</u>	<u>18-19</u>
<b><u>BASEBALL</u></b>				
Head Varsity		71.01	72	5,113
Asst Varsity (2)	0.750	53.26	72	3,835
Head JV (2)	0.700	49.71	52	2,585
Asst JV	0.650	46.16	52	2,400
<b><u>BASKETBALL - BOYS</u></b>				
Head Varsity		71.01	104	7,385
Asst Varsity	0.750	53.26	104	5,539
10th Head	0.700	49.71	104	5,170
10th Asst	0.650	46.16	104	4,800
9th Head (2)	0.650	46.16	84	3,877
9th Asst (2)	0.600	42.61	84	3,579
7th & 8th Head (10)	0.625	44.38	48	2,130
7th & 8th Asst (9)	0.600	42.61	48	2,045
6th Coaches	0.600	42.61	25	1,065
<b><u>BASKETBALL - GIRLS</u></b>				
Head Varsity		71.01	104	7,385
Asst Varsity	0.750	53.26	104	5,539

10th Grade	0.700	49.71	104	5,170
10th Asst	0.650	46.16	104	4,800
9th Head	0.650	46.16	84	3,877
9th Asst (2)	0.600	42.61	84	3,579
7th & 8th Head (10)	0.625	44.38	48	2,130
7th & 8th Asst (9)	0.600	42.61	48	2,045
6th Coaches	0.600	42.61	25	1,065

#### CROSS-COUNTRY

Head Coach (2)		71.01	72	5,113
Asst Varsity (2)	0.750	53.26	72	3,835
7th & 8th Head (2)	0.625	44.38	60	2,663
7th & 8th Asst (2)	0.600	42.61	60	2,556
6th Coaches	0.600	42.61	25	1,065

#### FOOTBALL

Head Varsity		71.01	95	6,746
Asst Varsity (4)	0.750	53.26	95	5,059
10th Head	0.700	49.71	95	4,722
10th Asst (2)	0.650	46.16	95	4,385
9th Head (2)	0.650	46.16	76	3,508
9th Asst (2)	0.600	42.61	76	3,238
7th & 8th Head (6)	0.625	44.38	45	1,997
7th & 8th Asst (11)	0.600	42.61	45	1,917

#### GOLF - BOYS

Head Varsity		71.01	63	4,474
Asst Varsity	0.750	53.26	63	3,355
Middle School	0.600	42.61	25	1,065

#### GOLF - GIRLS

Head Varsity		71.01	62	4,403
Asst Varsity	0.750	53.26	62	3,302

#### GYMNASTICS

Head Varsity		71.01	94	6,675
Asst Varsity	0.750	53.26	94	5,006

#### HOCKEY-BOYS

Head Varsity		71.01	100	7,101
Asst Varsity (2)	0.750	53.26	100	5,326
Jr Varsity (2)	0.675	47.93	88	4,218

#### HOCKEY-GIRLS

Head Varsity		71.01	100	7,101
Asst Varsity (2)	0.750	53.26	100	5,326

#### SWIMMING - BOYS

Head Varsity		71.01	90	6,391
Asst Varsity (3)	0.750	53.26	90	4,793
7th & 8th Head (2)	0.625	44.38	42	1,864
7th & 8th Asst (5)	0.600	42.61	42	1,789
6th Coaches	0.600	42.61	25	1,065

#### SWIMMING - GIRLS

Head Varsity		71.01	84	5,965
Asst Varsity (3)	0.750	53.26	84	4,474
7th & 8th Head (2)	0.625	44.38	42	1,864
7th & 8th Asst (5)	0.600	42.61	42	1,789
6th Coaches (4)	0.600	42.61	25	1,065

TENNIS - BOYS

Head Varsity		71.01	59	4,190
Asst Varsity	0.750	53.26	59	3,142
9th Asst C	0.600	42.61	20	852

TENNIS - GIRLS

Head Varsity		71.01	62	4,403
Asst Varsity	0.750	53.26	62	3,302
9th Asst C	0.600	42.61	20	852
Middle School	0.625	44.38	20	888

TRACK - BOYS

Head Varsity		71.01	80	5,681
Asst Varsity (7)	0.750	53.26	80	4,261
7th & 8th Head (3)	0.625	44.38	33	1,465
7th & 8th Asst (7)	0.600	42.61	33	1,406
6th Coaches	0.600	42.61	20	852

TRACK - GIRLS

Head Varsity		71.01	80	5,681
Asst Varsity (7)	0.750	53.26	80	4,261
7th & 8th Head (3)	0.625	44.38	33	1,465
7th & 8th Asst (7)	0.600	42.61	33	1,406

VOLLEYBALL - GIRLS

Head Varsity		71.01	90	6,391
Asst Varsity	0.750	53.26	90	4,793
10th Head	0.700	49.71	90	4,474
10th Asst	0.650	46.16	90	4,154
9th Head	0.650	46.16	78	3,600
9th Asst (2)	0.600	42.61	78	3,323
7th & 8th Head (10)	0.625	44.38	40	1,775
7th & 8th Asst (10)	0.600	42.61	40	1,704
6th Coaches (10)	0.600	42.61	25	1,065

WRESTLING

Head Varsity		71.01	90	6,391
Asst Varsity (3)	0.750	53.26	90	4,793
7th & 8th Head (1)	0.625	44.38	46	2,042
7th & 8th Asst (4)	0.600	42.61	46	1,960
6th Coaches	0.600	42.61	25	1,065

SOCCER - BOYS

Head Varsity		71.01	72	5,113
Asst Varsity	0.750	53.26	72	3,835
JV (4)	0.700	49.71	72	3,579
7th & 8th Head (3)	0.625	44.38	40	1,775
7th & 8th Asst (3)	0.600	42.61	40	1,704
6th Coaches	0.600	42.61	25	1,065

SOCCER - GIRLS

Head Varsity		71.01	67	4,758
Asst Varsity	0.750	53.26	67	3,568
JV (4)	0.700	49.71	67	3,330
7th & 8th Head (3)	0.625	44.38	45	1,997
7th & 8th Asst (3)	0.600	42.61	45	1,917
6th Coaches	0.600	42.61	25	1,065

SOFTBALL

Head Coach		71.01	72	5,113
Asst Varsity	0.750	53.26	72	3,835

Head JV (2)	0.700	49.71	72	3,579
Asst JV (2)	0.650	46.16	52	2,400
7th & 8th Head (2)	0.625	44.38	33	1,465
7th & 8th Asst (4)	0.600	42.61	33	1,406

<u>MIDDLE SCHOOL ATHLETIC DIRECTOR (400 or more students)</u>			1/5 Base 2.03	16,040
<u>MIDDLE SCHOOL ATHLETIC DIRECTOR (less than 400 students)</u>			1/5 Base	7,890
<u>MIDDLE SCHOOL BUILDING COORDINATOR (8)</u>		24.75		1,757

The remaining extra-curricular schedule is computed by multiplying the factor times the base pay times .0018.

ACHIEVEMENT LETTER

Magic City Campus		20.00		1,420
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ART CLUB

Magic City Campus		20.00		1,420
Central Campus		20.00		1,420
Middle School (each bldg.)		5.00		355

CHEERLEADERS AND PEP CLUB

Head Cheer Advisor		50.00		3,551
Magic City Campus Cheerleaders:				
Varsity Football		50.00		3,551
Varsity Boys Basketball		50.00		3,551
Varsity Hockey		50.00		3,551
Varsity Girls Basketball		50.00		3,551
JV Football		35.00		2,485
Central Campus Boys&Girls JV Basketball		35.00		2,485
Central Campus JV Hockey		35.00		2,485
Central Campus Cheer Advisor		10.00		710
MCC & CC Pep Club (2)		10.00		710
Middle School:				
Cheerleaders	(3)	15.00		1,065
Pep Club	(2)	5.00		355

COMPUTER CLUB

Middle		10.00		710
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DANCE TEAM

Head Varsity		50.00		3,551
Varsity Asst		40.00		2,840
JV		35.00		2,485
Middle School		12.00		852

DEBATE

Magic City Campus		50.00		3,551
Central Campus		35.00		2,485

DECA

Magic City Campus		35.00		2,485
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DRAMA

Magic City Campus		79.50		5,645
Magic City Campus - 1st Asst		35.00		2,485
Magic City Campus - 2nd Asst (Publicity)		13.00		923
Instrumental Music (Musical)		10.00		710
Central Campus		59.63		4,234
Central Campus Asst		25.00		1,775
One-Act Play		35.00		2,485
One-Act Play Tech Director		5.00		355

<u>FBLA</u>		
Magic City Campus	35.00	2,485
Central Campus	35.00	2,485
<u>FFA</u>		
Central Campus (3)	35.00	2,485
Magic City Campus	35.00	2,485
<u>FCCLA</u>		
Magic City Campus (2)	35.00	2,485
Central Campus (shared)	35.00	2,485
<u>FOREIGN LANGUAGE</u>		
Spanish (shared)		
Magic City Campus	20.00	1,420
Central Campus	20.00	1,420
French (shared)	20.00	1,420
German (shared)	20.00	1,420
<u>HONOR SOCIETY</u>		
Magic City Campus (2)	20.00	1,420
Central Campus	10.00	710
JH/Ramstad (each bldg.)	10.00	710
Memorial	5.00	355
<u>RENAISSANCE</u>		
Magic City Campus (2)	20.00	1,420
<u>STUDENT COUNCIL</u>		
Magic City Campus (2)	20.00	1,420
Central Campus	20.00	1,420
JH/Ramstad (each bldg.)	13.00	923
Memorial	6.50	462
<u>KEY CLUB</u>		
MCC	20.00	1,420
Central Campus	20.00	1,420
Asst Central Campus	15.00	1,065
<u>CLASS SPONSORS</u>		
Freshman (2)	13.00	923
Sophomore (2)	13.00	923
Junior (2)	20.00	1,420
Senior (2)	13.00	923
<u>MUSIC</u>		
Instrumental MCC	60.00	4,261
Instrumental CC	50.00	3,551
Vocal MCC & CC	63.00	4,474
Jazz Band MCC	30.00	2,130
Jazz Band CC	30.00	2,130
Orch MCC, CC & MS	40.00	2,840
Orch Asst	20.00	1,420
Instrumental Middle School (3)	25.00	1,775
Vocal Middle School (2)	25.00	1,775
<u>NEWSPAPER</u>		
Magic City Campus	50.00	3,551
Central Campus	50.00	3,551
Middle School (3)	13.00	923

<u>NOON SUPERVISION</u>			
Central Campus (3)	80.00		5,681
<u>ROTC</u>			
Advisor	30.00		2,130
<u>SCIENCE CLUB</u>			
Central (shared)	30.00		2,130
Magic City Campus	15.00		1,065
<u>SCIENCE OLYMPIAD</u>			
Magic City & Central (shared)	30.00		2,130
Middle Schools (shared)	30.00		2,130
<u>SEARCHLIGHT</u>			
Head MCC	70.00		4,971
Assistant CC	40.00		2,840
Middle School (3)	13.00		923
<u>SPEECH</u>			
Magic City Campus	50.00		3,551
Central Campus	35.00		2,485
<u>TSA</u>			
High School (3)	35.00		2,485
Middle School (shared)	35.00		2,485
<u>SkillsUSA</u>			
Lead Advisor	25.00		1,775
Program Advisor (5)	10.00		710
<u>HOSA</u>			
Program Advisor (5)	10.00		710
<u>WEIGHT TRAINING</u>			
MCC	Fall	15.00	1,065
	Winter	19.00	1,349
	Spring	15.00	1,065
	Summer		500
CC	Fall	15.00	1,065
	Winter	19.00	1,349
	Spring	15.00	1,065
<u>DEPARTMENT HEAD</u>		10.00	710
			Plus \$10 per member
<u>SCHOOL IMPROVEMENT/NCA</u>			
Steering Committee Chairperson (17)	10.00		710
Goal Committee Chairperson (34)	5.00		355
<u>SUMMER SCHOOL PAY</u>		.000823 x Base salary	32.47 per hour