

MIDWAY PUBLIC SCHOOL DISTRICT #128

TWO YEAR EMPLOYMENT CONTRACT-----2021-2022 & 2022-2023

1. The teachers new to the Midway School District will be allowed a maximum of fifteen years (full years only will be considered) of credit on the salary schedule for teaching experience prior to entering the Midway School District. In special fields wherein qualified candidates are in demand, additional credit for actual teaching experience may be granted by special permission of the Board of Education.
2. In order to advance on the salary schedule to the next step, each teacher must complete a full year of service. In order to advance on the salary schedule to the next lane, each teacher must earn 4 hours of university credit. These courses are subject to approval by the Superintendent of Midway School prior to enrolling in the course. A report of new credits earned must be presented by the teacher to the superintendent or business manager by September 1st of each year in order to be credited toward a lane change. Failure to earn credits (as required by the State) may be cause for non-renewal. Some special exceptions may be granted. Also, in order to advance to Lane 8, 4 new credits must be earned after May 30, 2001. See Attachment A for Steps and Lanes.
3. Sick Leave:
 - A. A teacher shall be provided sick leave at the rate of ten days per year. Unused sick leave may accumulate to a maximum of 100 days of sick leave per teacher.
 - B. Sick leave with pay shall be allowed whenever a teacher's absence has been due to illness and/or disability which prevented his/her attendance and performance of duties on that day or days. The school district may require a teacher to furnish a medical certificate from a physician, nurse practitioner or physician assistant as evidence of illness or disability, in the event, the teacher's absence is over ten consecutive days.
 - C. Sick leave used shall be deducted from the accumulated sick leave.
 - D. Sick leave shall be allowed for sudden or serious illness, surgery, or accident with a teacher's spouse or child.
 - E. Any teacher dismissed due to a reduction in force, retirement, or resignation shall receive one-half the current substitute daily pay rate for unused sick leave up to 100 days.
 - F. Payment will be made with issuance of last check.
4. The salary schedule (attached) shall be deemed a minimal pay schedule and shall not prohibit or restrict the Board of Education from hiring teachers at higher pay than set therein.
5. In addition to the amount shown on the salary schedule:
 - A. The Board of Education will provide a benefit package for each teacher not to exceed a total cost to the District of whatever the cost of a single health insurance policy. The benefit amount, or unused amount, can be taken as cash with a cap amount of \$8,500/year. When taken as cash, deductions are in accordance with federal and state guidelines. The benefits will be available as provided under Section 125 of the IRS code. The intent of this paragraph is to cover a full single policy. If the Board's projection is higher, the value will revert back to the value of a single policy. The amount of a Single Policy for 2020-2021 is \$8,456.40.
 - B. Teachers employed less than full-time will receive benefits prorated to coincide with the amount of time employed.

- C. The carrier(s) to provide these benefits shall be selected in accordance with Section 15-47-15 of the North Dakota Century Code.
 - D. The Midway School Board has the right to increase the benefit package listed in Paragraph 5, Section A to be in compliance with the Affordable Healthcare Act.
6. Teachers shall receive their salary in payments of 10 or 12 months. Providing funds are available, checks will be issued on the 15th day of each month and the last check will be issued on the last day of school in May. The Midway School Board and the MEA agree to shelter the employee's share of the Teacher's Fund for Retirement.
7. **Leave of Absence:**
Teachers may request a leave of absence by submitting an application to the Board through the Administration. Such requests shall be submitted sufficiently in advance to allow the school to seek and employ a suitable replacement should the leave be approved. Sixty (60) days notice is required. Requests for leave of absence must include the specific reasons for the leave and the dates of departure and return. The superintendent will present the request to the board along with a recommendation for approval or disapproval. Leaves of absence shall be without compensation of any kind and no increase in experience shall accrue. Teachers approved for leaves of absence shall return to a teaching position at the appropriate level on the then current salary schedule. Full time teachers will return to a full-time position. Failure to return at the agreed time will constitute resignation of the teacher. All teachers on leave of absence will advise the superintendent in writing by March 1 whether they intend to resume their teaching position the following school year.
8. The Board of Education and Administration will attempt to schedule each teacher one Class period of "time to teach" preparation time daily.
9. **Personal Leave:**
Each teacher shall be allowed three (3) days personal leave per year on forty-eight hours (less if an emergency) notification to the Administration. Said leave may accumulate to six days (three days may be carried to the next year). There shall be no deduction from the teacher's salary. No more than two teachers will be allowed personal leave at the same time. Any teacher who has unused personal days may elect reimbursement at the sub pay rate for a maximum of three unused days. Teachers will be allowed to "purchase" up to 2(two) extra personal days to be paid for at substitute pay rate plus incidentals and to be at no expense to the school under these terms 1) personal days are used up first; 2) can not bank purchased days 3) in any given year no more than 6 days (personal or purchased) can be used when personal days are banked 4) Advanced written notice must be given to the principals to use one of the extra personal days. Teachers must give the administration a 30 day notice prior to the date of using a personal day during the first 10 school days and the last 10 school days of the year.
10. **Emergency Leave:**
Each teacher may be granted a maximum of five days of paid emergency leave. This leave is non-accumulative and may be used for the following occasions:
- A. Emergency leave may be used for time off in the event of surgery on a family member or a funeral involving a family member or friend (one day for a friend). Other emergencies may be allowed through mutual approval by the principal or superintendent.
 - B. Emergency leave can be used for illness of a child, spouse, parent, or sibling after the annual sick leave allotment for that year has been used up (10 days for full time, fewer for part-time).

- C. The teacher has the responsibility of communicating the need for any emergency leave to the principal as far in advance as possible.
11. The school year for teachers shall run 185 days in 2021-2022 and 185 days in 2022-2023. The normal school day shall be 8 hours.
12. **Liquidated Damage Clause:** Once a contract is signed, it is assumed that teachers not request a release during the term of the contract. It is mutually acknowledged that a termination of this contract by the teacher, prior to the completion of the contract term results in damages to the school district which are impractical or extremely difficult to actually ascertain. In an effort to fix a compensation which bears a reasonable relationship to probably damages and which is not disproportionate to reasonable anticipated damages only actual damages not to exceed \$1,000 shall be paid by a teacher requesting a release from contract which is approved by the Board of Education. The Board of Education may, in its sole discretion and by reason of extenuating circumstances, waive part or all of such liquidated damages.
13. **Miscellaneous Provisions:**
- Effect of contract:** The Board of Education 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 written amendment, attached and made a part of this contract. This contract will be in effect for 2021-2022 and 2022-2023.
- Saving Clause:** Should any article, section, or clause of this contract 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 contract to the extent that it violated the law. The remaining articles, section, and clauses shall remain in full force and effect for the duration of the contract if not affected by the deleted article, section or clause.
- Individual Contracts:** Contracts shall not be inconsistent with the terms and conditions of this contract.
- Duration Clause:** This agreement shall be in effect on July 1, 2021, for the 2021-2022 and 2022-2023 school years, and shall automatically be renewed and will continue in force for an additional period of one year unless either party gives notice to the other not later than 60 days prior to the anniversary date of its desire to reopen certain provisions of this agreement and/or additions to this agreement, and to negotiate over terms of these provisions. In the event a successor agreement is not agreed upon before the termination date of this agreement, all provisions of this agreement shall remain in full force and effect until an agreement is reached. All salaries, benefits, and working conditions agreed upon in the successor agreement will be retroactive to the termination date of this agreement.
- Ratification:** In witness thereof, signatures of the duly authorized representative of the Midway Education Association and the Midway Board of Education indicate that this contract has been ratified by the Midway Education Association and the Midway Board of Education.

Dated this 20th day of April, 2021

Midway Board of Education

Midway Education Association

Midway School District #128

Salary Schedule

2021-2022

Steps	Lane 1 BS	Lane 2 BS + 4	Lane 3 BS + 8	Lane 4 BS + 12	Lane 5 BS + 16	Lane 6 BS + 20	Lane 7 BS + 24	Lane 8 BS + 28	Lane 9 Masters	Lane 10 M + 8
0	\$42,400	\$42,900	\$43,400	\$43,900	\$44,400	\$44,900	\$45,400	\$45,900	\$46,400	\$46,900
1	\$42,900	\$43,400	\$43,900	\$44,400	\$44,900	\$45,400	\$45,900	\$46,400	\$46,900	\$47,400
2	\$43,400	\$43,900	\$44,400	\$44,900	\$45,400	\$45,900	\$46,400	\$46,900	\$47,400	\$47,900
3	\$43,900	\$44,400	\$44,900	\$45,400	\$45,900	\$46,400	\$46,900	\$47,400	\$47,900	\$48,400
4	\$44,400	\$44,900	\$45,400	\$45,900	\$46,400	\$46,900	\$47,400	\$47,900	\$48,400	\$48,900
5	\$44,900	\$45,400	\$45,900	\$46,400	\$46,900	\$47,400	\$47,900	\$48,400	\$48,900	\$49,400
6	\$45,400	\$45,900	\$46,400	\$46,900	\$47,400	\$47,900	\$48,400	\$48,900	\$49,400	\$49,900
7		\$46,400	\$46,900	\$47,400	\$47,900	\$48,400	\$48,900	\$49,400	\$49,900	\$50,400
8		\$46,900	\$47,400	\$47,900	\$48,400	\$48,900	\$49,400	\$49,900	\$50,400	\$50,900
9		\$47,400	\$47,900	\$48,400	\$48,900	\$49,400	\$49,900	\$50,400	\$50,900	\$51,400
10		\$47,900	\$48,400	\$48,900	\$49,400	\$49,900	\$50,400	\$50,900	\$51,400	\$51,900
11		\$48,400	\$48,900	\$49,400	\$49,900	\$50,400	\$50,900	\$51,400	\$51,900	\$52,400
12		\$48,900	\$49,400	\$49,900	\$50,400	\$50,900	\$51,400	\$51,900	\$52,400	\$52,900
13			\$49,900	\$50,400	\$50,900	\$51,400	\$51,900	\$52,400	\$52,900	\$53,400
14			\$50,400	\$50,900	\$51,400	\$51,900	\$52,400	\$52,900	\$53,400	\$53,900
15			\$50,900	\$51,400	\$51,900	\$52,400	\$52,900	\$53,400	\$53,900	\$54,400
16			\$51,400	\$51,900	\$52,400	\$52,900	\$53,400	\$53,900	\$54,400	\$54,900
17			\$51,900	\$52,400	\$52,900	\$53,400	\$53,900	\$54,400	\$54,900	\$55,400
18				\$52,900	\$53,400	\$53,900	\$54,400	\$54,900	\$55,400	\$55,900
19				\$53,400	\$53,900	\$54,400	\$54,900	\$55,400	\$55,900	\$56,400
20				\$53,900	\$54,400	\$54,900	\$55,400	\$55,900	\$56,400	\$56,900
21				\$54,400	\$54,900	\$55,400	\$55,900	\$56,400	\$56,900	\$57,400
22					\$55,400	\$55,900	\$56,400	\$56,900	\$57,400	\$57,900
23					\$55,900	\$56,400	\$56,900	\$57,400	\$57,900	\$58,400
24					\$56,400	\$56,900	\$57,400	\$57,900	\$58,400	\$58,900
25					\$56,900	\$57,400	\$57,900	\$58,400	\$58,900	\$59,400
26					\$57,400	\$57,900	\$58,400	\$58,900	\$59,400	\$59,900
27						\$58,400	\$58,900	\$59,400	\$59,900	\$60,400
28						\$58,900	\$59,400	\$59,900	\$60,400	\$60,900
29						\$59,400	\$59,900	\$60,400	\$60,900	\$61,400
30						\$59,900	\$60,400	\$60,900	\$61,400	\$61,900
31						\$60,400	\$60,900	\$61,400	\$61,900	\$62,400
32							\$61,400	\$61,900	\$62,400	\$62,900
33							\$61,900	\$62,400	\$62,900	\$63,400
34							\$62,400	\$62,900	\$63,400	\$63,900
35							\$62,900	\$63,400	\$63,900	\$64,400
36							\$63,400	\$63,900	\$64,400	\$64,900
37								\$64,400	\$64,900	\$65,400
38								\$64,900	\$65,400	\$65,900
39								\$65,400	\$65,900	\$66,400
40								\$65,900	\$66,400	\$66,900

added \$900 on the base for 2021-2022 and 2022-2023

Midway School District #128

Salary Schedule

2020-2021

Steps	Lane 1 BS	Lane 2 BS + 4	Lane 3 BS + 8	Lane 4 BS + 12	Lane 5 BS + 16	Lane 6 BS + 20	Lane 7 BS + 24	Lane 8 BS + 28	Lane 9 Masters	Lane 10 M + 8
0	\$43,300	\$43,800	\$44,300	\$44,800	\$45,300	\$45,800	\$46,300	\$46,800	\$47,300	\$47,800
1	\$43,800	\$44,300	\$44,800	\$45,300	\$45,800	\$46,300	\$46,800	\$47,300	\$47,800	\$48,300
2	\$44,300	\$44,800	\$45,300	\$45,800	\$46,300	\$46,800	\$47,300	\$47,800	\$48,300	\$48,800
3	\$44,800	\$45,300	\$45,800	\$46,300	\$46,800	\$47,300	\$47,800	\$48,300	\$48,800	\$49,300
4	\$45,300	\$45,800	\$46,300	\$46,800	\$47,300	\$47,800	\$48,300	\$48,800	\$49,300	\$49,800
5	\$45,800	\$46,300	\$46,800	\$47,300	\$47,800	\$48,300	\$48,800	\$49,300	\$49,800	\$50,300
6	\$46,300	\$46,800	\$47,300	\$47,800	\$48,300	\$48,800	\$49,300	\$49,800	\$50,300	\$50,800
7		\$47,300	\$47,800	\$48,300	\$48,800	\$49,300	\$49,800	\$50,300	\$50,800	\$51,300
8		\$47,800	\$48,300	\$48,800	\$49,300	\$49,800	\$50,300	\$50,800	\$51,300	\$51,800
9		\$48,300	\$48,800	\$49,300	\$49,800	\$50,300	\$50,800	\$51,300	\$51,800	\$52,300
10		\$48,800	\$49,300	\$49,800	\$50,300	\$50,800	\$51,300	\$51,800	\$52,300	\$52,800
11		\$49,300	\$49,800	\$50,300	\$50,800	\$51,300	\$51,800	\$52,300	\$52,800	\$53,300
12		\$49,800	\$50,300	\$50,800	\$51,300	\$51,800	\$52,300	\$52,800	\$53,300	\$53,800
13			\$50,800	\$51,300	\$51,800	\$52,300	\$52,800	\$53,300	\$53,800	\$54,300
14			\$51,300	\$51,800	\$52,300	\$52,800	\$53,300	\$53,800	\$54,300	\$54,800
15			\$51,800	\$52,300	\$52,800	\$53,300	\$53,800	\$54,300	\$54,800	\$55,300
16			\$52,300	\$52,800	\$53,300	\$53,800	\$54,300	\$54,800	\$55,300	\$55,800
17			\$52,800	\$53,300	\$53,800	\$54,300	\$54,800	\$55,300	\$55,800	\$56,300
18				\$53,800	\$54,300	\$54,800	\$55,300	\$55,800	\$56,300	\$56,800
19				\$54,300	\$54,800	\$55,300	\$55,800	\$56,300	\$56,800	\$57,300
20				\$54,800	\$55,300	\$55,800	\$56,300	\$56,800	\$57,300	\$57,800
21				\$55,300	\$55,800	\$56,300	\$56,800	\$57,300	\$57,800	\$58,300
22					\$56,300	\$56,800	\$57,300	\$57,800	\$58,300	\$58,800
23					\$56,800	\$57,300	\$57,800	\$58,300	\$58,800	\$59,300
24					\$57,300	\$57,800	\$58,300	\$58,800	\$59,300	\$59,800
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26					\$58,300	\$58,800	\$59,300	\$59,800	\$60,300	\$60,800
27						\$59,300	\$59,800	\$60,300	\$60,800	\$61,300
28						\$59,800	\$60,300	\$60,800	\$61,300	\$61,800
29						\$60,300	\$60,800	\$61,300	\$61,800	\$62,300
30						\$60,800	\$61,300	\$61,800	\$62,300	\$62,800
31						\$61,300	\$61,800	\$62,300	\$62,800	\$63,300
32							\$62,300	\$62,800	\$63,300	\$63,800
33							\$62,800	\$63,300	\$63,800	\$64,300
34							\$63,300	\$63,800	\$64,300	\$64,800
35							\$63,800	\$64,300	\$64,800	\$65,300
36							\$64,300	\$64,800	\$65,300	\$65,800
37								\$65,300	\$65,800	\$66,300
38								\$65,800	\$66,300	\$66,800
39								\$66,300	\$66,800	\$67,300
40								\$66,800	\$67,300	\$67,800

added \$1000 on the base for 2019-2020 and 2020-2021