

MASTER AGREEMENT

BETWEEN

BOARD OF EDUCATION

AND

CERTIFIED TEACHING ASSOCIATION

Minto School District #20

Minto, ND 58261

For the school years

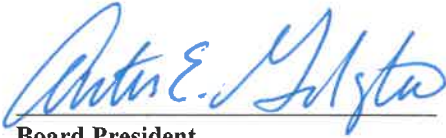
2021-2022 AND 2022-2023

NEGOTIATED AGREEMENT

This agreement shall be effective as of July 1, 2021 and will continue and remain in full force until June 30, 2023, or, if negotiations for a successor agreement continue past June 30, 2023, until negotiations for a successor agreement has been completed. Either party of this agreement may reopen all or any portion of this agreement on its annual anniversary date by giving notice of its desire to reopen the agreement to the other party not less than (90) days prior to the annual anniversary date. Such date shall be in writing. The Board and the Association agree that the terms and conditions set forth in this agreement represent conditions may not be altered, changed, added to, deleted from, or modified without the written consent of the parties in amendment, written and attached and made part of this agreement. In witness whereof, signatures of the duly authorized representative of the Association and the Board indicate that this Agreement has been ratified by the Certified Teaching Association and the Minto School District School Board.

Dated this 13 day of April, 2021

MINTO SCHOOL BOARD



Board President



Negotiation Representative



Negotiation Representative

CERTIFIED TEACHING ASSOCIATION



Negotiation Representative



Negotiation Representative



Negotiation Representative

SICK LEAVE:

All certified employees subject to this Agreement of Minto School District #20 shall be allowed ten (10) days of sick leave per year accumulative to one hundred ten (110) days. Sick days may be used for employee, employee's spouse and employee's child (biological, adopted, foster, ward, step). Five (5) days may be used for an illness or medical need of immediate family per school year. The immediate family shall be defined, for purposes of sick leave, to include parent (biological, adopted, foster, step, or in-law), grandchildren (biological, adopted, foster, ward, step, or in-law), sibling (biological, adopted, foster, step, or in-law), and son/daughter in-law. Sick leave may be taken in quarter day increments.

Any teacher upon retiring, resigning, or dismissal due to reduction in force shall receive twenty dollars (\$20) per day for unused sick leave up to 110 days. Payment will be made with the issuance of final paycheck.

PREGNANCY CLAUSE:

The Minto Board of Education recognizes that days missed because of pregnancy may be subtracted from accumulated sick leave.

PERSONAL LEAVE:

All certified employees subject to this Agreement will be granted five (5) days of personal leave per year and cannot be carried over to the following year. Employees will be reimbursed at the substitute teacher pay rate for all personal leave not used. Personal leave may not be used the last two weeks of school unless granted by the Superintendent. Personal leave may be taken in quarter day increments.

LEAVE WITHOUT PAY:

Leave without pay is available at the discretion of the administration. One contract day of salary will be deducted per day of leave without pay.

BEREAVEMENT:

All certified employees subject to this Agreement will be granted bereavement. Bereavement leave may be up to, but not exceeding five (5) days per school year. The number of days to be used will be determined by the Administration. Bereavement leave may be used only in the event of death in the immediate family. The immediate family shall be defined, for the purpose of bereavement leave, to include spouse, parent (biological, adopted, foster, step, or in-law), grandparent (biological, adopted, foster, step, or in-law), child (biological, adopted, foster, step, or in-law), grandchild (biological, adopted, foster, step, or in-law) and sibling (biological, adopted, foster, step, or in-law).

In the event of the death of other relatives or close friends up to one (1) day per year bereavement leave may be granted. This day can be used in one-half (½) day increments.

LENGTH OF SCHOOL YEAR:

During the 2021-2022 and 2022-2023 school years the number of contracted days will be one hundred eighty-six (186). In the event school is canceled for all students in the district due to Acts of God, teachers will not be required to report to work. However, when the number of days canceled exceeds those allowed under Chapter 15.1-06 of the North Dakota Century Code, all teachers will be required to make up, without additional compensation, the days under state law.

LENGTH OF SCHOOL DAY:

The length of the school day is 8:00 a.m. - 3:45 p.m.

BASE SALARY:

The schedule shall have a base salary of \$43,667 for the 2021-2022 school year and \$44,667 for the 2022-2023 school year.

SALARY:

The salary schedule for all teachers shall be set forth in the schedule for the 2021-2022 and 2022-2023 school years. Each step for experience on the schedule shall be \$500.00 and each move across the schedule for increased education shall be for \$425.00 for every eight (8) hours earned.

LANE CHANGES:

Only college or university credits, which are graduate level credits, will be used for lane changes. These credits must be in coursework or subject areas that are directly applicable to the field of education.

Lane Change Procedure:

1. Lane change request forms must be submitted to the Business Manager no later than September 1st or between January 1st and January 31st.
2. Transcripts showing credits earned must be submitted with the lane change form.
3. Transcripts will be reviewed by the Superintendent and if approved, a salary adjustment will be made on the September or February paycheck whichever is applicable.
4. Credits for Continuation of Contract

To maintain his/her position, a teacher shall be required to comply with the professional growth requirements of the accreditation standards established by the Education Standards and Practices Board.

- A. All life-certificated teachers will be assigned a 5-year cycle regarding credits (8) for continuation of contract starting September 1 following the teacher's date of hire or the life certificate date of issuance if the teacher is already employed. Starting with life certificates issued after 2015.
- B. Employees covered by this agreement that fail to meet the requirements shown above and/or placed on probationary certification by Education Standards and Practices Board may be subject to nonrenewal or discharge, and at a minimum, will have their salary frozen for the following contract year. The contract year after which their salary is frozen, the teacher will be placed on the salary schedule according to where they would have been placed had their salary not been frozen.

BENEFITS:

For all certified employees subject to this Agreement, the Minto Board of Education agrees to pay 95% of a single health premium of a plan mutually agreed upon by the Board and the Association. For the term of this agreement, if the cost of a single health premium for the 2022-23 school year exceeds a 3% increase over the 2021 -22 school year Teacher agrees to pay increase.

The Board shall make payment of insurance premiums for Teachers to provide insurance coverage for a full 12-month period, until employment with Minto Public School ends, commencing on the anniversary date of the policy.

Teachers shall continue to have their benefits sent to the district's health insurance company or they may take the taxable cash option. Teachers electing not to participate in the district's group health insurance plan must submit a satisfactory Waiver of Health Coverage form before receiving the taxable cash option. If the taxable cash option is chosen by an eligible employee, it will be paid by an increase in wages in the same manner as payroll check payment choice as nine (9) or twelve (12) months. The taxable cash option is \$7,820.70.

TEACHERS FUND FOR RETIREMENT:

The Minto School District uses Plan Model 1 with ND Teacher's Fund for Retirement.

METHOD OF SALARY PAYMENTS:

Each teacher has the option of receiving his/her salary on a nine (9) or twelve (12) month basis. A calendar of paydays will be made available to the teacher upon acceptance of the signed contract.

PENALTY CLAUSE – LIQUIDATED DAMAGES:

It is impracticable or extremely difficult to ascertain the actual loss to be incurred if a teacher resigns their position without being released by the School Board during the life of their contract. Therefore, a penalty for breaking a contract after signing it will be:

- 1% of the teacher's gross salary, from one (1) to three (3) days, after signing,
- 3% of the teacher's gross salary, from four (4) to thirty (30) days after signing, and
- 5% of the teacher's gross salary, from more than thirty (30) days after signing.

The penalty is subject to Board approval and may be waived depending on the circumstances.

EXTRA-CURRICULAR ASSIGNMENTS:

The Minto Board of Education agrees extra-curricular assignments to be included on teacher contracts upon consent of the potential coach/advisor, not subject to continuing contract law, payable upon completion of the specified extra-curricular activity.

CURRICULAR SCHEDULE/NOON BREAK:

The Minto Board of Education and Administration will make every effort to grant as much free time as possible during the noon break.

SUBSTITUTE TEACHERS AND CLASS COVERAGE:

The Minto Board of Education agrees that substitute teachers will be hired if the regular teacher is to be gone one-half day or a full day.

GRIEVANCE PROCEDURE

- A. Purpose** - To enable teachers to express a complaint about the administration of this Agreement with the assurance that the complaint will receive prompt attention by persons who can remedy it if necessary.
- B. Definition of Grievance** - Any disagreement regarding the interpretation or application of a specific provision of this Agreement.
- C. Procedure** - Any party to the grievance may be represented during any step of the grievance procedures by any person or agent designated by such party to act in his/her behalf, at their own expense.

Level One

1. An informal meeting shall be held between the teacher and the principal, in an attempt to settle the matter.
2. If the matter is not resolved, the grievance shall be presented in writing by the teacher to the principal within forty (40) calendar days after the facts upon which the grievance is based first occurred or first became known. The written grievance shall contain the date the alleged violation took place, a precise statement of the nature of the grievance, the article or provision of the agreement allegedly violated, the remedy requested, and the signature of the aggrieved person.
3. The principal shall give a written answer within ten (10) calendar days of the time the grievance was presented to the principal in writing.

Level Two

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, the grievant may file the grievance in writing with the Superintendent. The grievance must be filed within ten (10) calendar days after the receipt of the response from the principal or the time lapses without a response by the principal as outlined in Level One.

Within ten (10) calendar days after receipt of the written grievance by the Superintendent, the Superintendent may meet with the aggrieved person in an effort to resolve the grievance. The Superintendent shall render a decision in writing to the grievant within ten (10) calendar days after meeting with the aggrieved person.

Level Three

If the aggrieved person is not satisfied with the Superintendent's disposition of the grievance, the grievant may within twenty (20) calendar days after receipt of the Superintendent's disposition, file the grievance in writing with the Minto Board of Education.

Within twenty (20) calendar days after submission of the written grievance, the grievant may request and be granted a meeting with the Board of Education for the purpose of discussing the grievance. The Board shall render a decision in writing within twenty (20) calendar days after submission of the grievance to the Board of Education.

Level Four

If the grievance is not satisfactorily resolved within twenty (20) working days after the grievant filed a grievance at Level three, the grievant may submit the grievance to the Association and request submission to non-binding arbitration. The Association shall within twenty (20) working days submit the grievance to non-binding arbitration at their cost, or return it to the grievant who may submit the grievance to non-binding arbitration at his/her cost.

The arbitrator will be selected from the North Dakota Alternative Dispute Resolution Neutral roster as published by the State Court Administrators Office.

- D.** Grievances involving more than one supervisor and grievances involving an administrator above the building level may be filed at Level Two. The time limits for these grievances will be twenty (20) calendar days for meeting purposes and fifteen (15) calendar days for the written decision.
- E.** Level One and/or Level Two of the procedure may be bypassed provided that the Superintendent agrees, and the grievance brought directly to the next level.
- F.** The number of days indicated at each level are maximum time limits. A reasonable effort shall be made to expedite the process.
- G.** When hearings and conferences under this procedure are held during school hours, at the option of the Board or administration, all employees whose presence is required shall be excused without loss of pay for that purpose.
- H.** All documents, communications, and records dealing with the processing of the grievance will be filed separately from the personnel files of the participants.

Salary Schedule

\$500.00 Experience
\$425.00 Increased Education

Effective 2021 - 2022

Years	BS	BS + 8	BS + 16	BS + 24	BS + 32	BS + 40	BS + 48	BS + 56	BS+64 or MS
0	43,667	44,092	44,517	44,942	45,367	45,792	46,217	46,642	47,067
1	44,167	44,592	45,017	45,442	45,867	46,292	46,717	47,142	47,567
2	44,667	45,092	45,517	45,942	46,367	46,792	47,217	47,642	48,067
3	45,167	45,592	46,017	46,442	46,867	47,292	47,717	48,142	48,567
4	45,667	46,092	46,517	46,942	47,367	47,792	48,217	48,642	49,067
5	46,167	46,592	47,017	47,442	47,867	48,292	48,717	49,142	49,567
6	46,667	47,092	47,517	47,942	48,367	48,792	49,217	49,642	50,067
7	47,167	47,592	48,017	48,442	48,867	49,292	49,717	50,142	50,567
8	47,667	48,092	48,517	48,942	49,367	49,792	50,217	50,642	51,067
9	48,167	48,592	49,017	49,442	49,867	50,292	50,717	51,142	51,567
10	48,667	49,092	49,517	49,942	50,367	50,792	51,217	51,642	52,067
11	49,167	49,592	50,017	50,442	50,867	51,292	51,717	52,142	52,567
12	49,667	50,092	50,517	50,942	51,367	51,792	52,217	52,642	53,067
13	50,167	50,592	51,017	51,442	51,867	52,292	52,717	53,142	53,567
14	50,667	51,092	51,517	51,942	52,367	52,792	53,217	53,642	54,067
15	51,167	51,592	52,017	52,442	52,867	53,292	53,717	54,142	54,567
16	51,667	52,092	52,517	52,942	53,367	53,792	54,217	54,642	55,067
17		52,592	53,017	53,442	53,867	54,292	54,717	55,142	55,567
18			53,517	53,942	54,367	54,792	55,217	55,642	56,067
19			54,017	54,442	54,867	55,292	55,717	56,142	56,567
20				54,942	55,367	55,792	56,217	56,642	57,067
21				55,442	55,867	56,292	56,717	57,142	57,567
22					56,367	56,792	57,217	57,642	58,067
23					56,867	57,292	57,717	58,142	58,567
24						57,792	58,217	58,642	59,067
25						58,292	58,717	59,142	59,567
26							59,217	59,642	60,067
27							59,717	60,142	60,567
28							60,217	60,642	61,067
29								61,142	61,567
30								61,642	62,067
31								62,142	62,567
32								62,642	63,067
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37								65,142	65,567
38								65,642	66,067
39								66,142	66,567
40								66,642	67,067
41								67,142	67,567
42								67,642	68,067
43								68,142	68,567
44								68,642	69,067
45								69,142	69,567

Salary Schedule

Effective 2022 - 2023

\$500.00 Experience
\$425.00 Increased Education

Years	BS	BS + 8	BS + 16	BS + 24	BS + 32	BS + 40	BS + 48	BS + 56	BS+64 or MS
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23					57,867	58,292	58,717	59,142	59,567
24						58,792	59,217	59,642	60,067
25						59,292	59,717	60,142	60,567
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27							60,717	61,142	61,567
28							61,217	61,642	62,067
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39								67,142	67,567
40								67,642	68,067
41								68,142	68,567
42								68,642	69,067
43								69,142	69,567
44								69,642	70,067
45								70,142	70,567