

**AGREEMENT ON PROFESSIONAL NEGOTIATION
2016-2017**

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

APPEAL AND GRIEVANCE PROCEDURE

I. DEFINITIONS

1. An employee shall not be permitted to grieve and appeal the same complaint (where an employee has access to more than one procedure, he/she shall be required to elect only one procedure to follow).
2. An Appeal is a request by an employee for review or reconsideration, ultimately by an impartial body, of a planned or completed management action which has an adverse effect on the employee. These actions shall include:
 - a. Suspension without pay
 - b. Discrimination because of race, color, creed, national origin, religion, political affiliation, age, sex or any other non-educational factor
 - c. Coercion for partisan political purposes, including MEA activities
 - d. Denial of teacher benefits (leaves, insurance or other specified benefits provided for in the teachers manual or Master Contract)
3. For the purpose of the Appeal procedure, the investigator shall be a local independent, competent and disinterested party and be independent of the hearing authority, and be mutually agreeable to both parties.

4. For the purpose of the Appeals procedure, the "Appeals Authority" shall consist of three (3) local independent, competent and disinterested parties, one (1) to be appointed by MEA and one (1) to be appointed by the administration. The Final party, who shall serve as chairperson, shall be appointed through mutual agreement by the first two members appointed. The term of this appeals authority, shall be agreed upon, mutually, by the MEA and the Administration.
5. A Grievance is a non-appealable complaint to management (except where a separate written complaint procedure exists to cover such areas as performance ratings) by an employee involving conditions of work, work relationships or the interpretation or application of policies, rules and regulations which have been adopted to cover personnel practices and/or working conditions. A grievance must concern a matter which is subject to control of the administration.
6. The term "days," as specified, shall mean the normal working days, Monday through Friday, with the exception of school holidays.
7. The appellant or aggrieved employee may represent themselves or may be represented by a MEA representative and/or by their legal counsel with the appellant or aggrieved in attendance.
8. For the protection of employee and employer, the time frame set up by these procedures must be complied with. Both parties shall affirm compliance by one of three (3) ways:
 - a. Post office receipt of certified return requested mail
 - b. Acknowledgment of receipt by a Notary Public
 - c. Handwritten approval of receipt by the other party

Upon the completion of each step of either procedure, a grievance/appeal report form shall be signed by both parties.

Should either party fail to comply with the time frames set forth in the Appeals and Grievance procedures (unless the time frame is mutually extended) they shall forfeit any further rights to contest the issue.

9. The "teacher-administrator board" shall refer to a board consisting of two (2) teachers, appointed by the (MEA) and two (2) administrators appointed by the administration (Human Resources Director and MEA president shall be ex officio members).

II. APPEALS PROCEDURE

Informal Process - Within 20 days of the action or occurrence which gives rise to the complaint or the date the employee became aware of the action or occurrence, an employee must contact his/her Human Resources Director. A written record of this contact shall be made by the director. The director and complainant shall discuss the complaint and shall make every attempt to fairly resolve the matter. The director shall have access to pertinent official records and may interview and have discussions with other employees, supervisors or officials of the school administration, in order to obtain relevant facts pertaining to the complaint and in order to resolve the complaint. The director will have 15 days in which to resolve the complaint. If, on the 15th day, the complaint is not resolved, the director must inform the complainant in writing that the informal process is over and of further appeal rights. The complainant may then file a written appeal or may elect in writing, with the written agreement of the parties to the issue, to extend the informal process for a specified number of days. At this point the complainant may also elect to, with the written consent of the Human Resources Director, agree to send the complaint to the teacher-administrator board, for a period not to exceed 10 days, at which time that board shall issue a written recommendation that may be accepted or rejected by either party. If the informal process is extended, the Human Resources Director shall continue to attempt resolution of the complaint and again shall inform the complainant in writing when the informal process is over and of further appeal rights.

Formal Process - The formal process begins with the preparation by the employee (appellant) of a written statement containing his/her name, address and telephone number; school building, address, telephone number and name of building principal; action which is being appealed and when it took place; reason for appeal; and requested remedy. Written appeal must be signed and dated by appellant.

- Step 1: Within 5 days of a Human Resources Director's written notice that the informal process is over, the appellant shall make a written appeal to the Superintendent of Schools, who shall assign, within 5 days, an investigator to conduct an investigation.
- Step 2: Within 15 days following receipt of the appeal by the Superintendent of Schools, the investigator shall submit written findings and recommendations and other materials (depositions, interview records, copy of appeal, evidence, etc.) to the Superintendent. A copy of this investigation report shall be provided to the appellant.

- Step 3: Within 5 days following the investigation, the Superintendent shall issue a decision in writing to the appellant and shall inform the appellant of further rights.
- Step 4: If the appellant is not satisfied with the Superintendent's decision, he or she must make a written request within 5 days following notice of the decision for a hearing to the designated appeals authority.
- Step 5: Within 20 days following the appellant's request for a hearing, the appeals authority shall conduct a "due process" hearing. The appellant and the Superintendent may call witnesses to give testimony and may introduce evidence at the hearing. The appeals authority shall consider the testimony and evidence, including the investigator's report, in making its decision.
- Step 6: Within 10 days following the hearing, the appeals authority shall issue a written decision to the appellant and the Superintendent of Schools. This decision is final and will be implemented unless civil court action is taken to delay it or set it aside.

III. GRIEVANCE PROCEDURE

Formal Process - The formal process begins with the employee who is filing the grievance preparing a written statement containing his/her name, address and telephone number; school building, address, telephone number and name of principal; the condition, situation et cetera being grieved and why; and the requested remedy. The written grievance must be signed and dated by the aggrieved.

Step 1-A: An employee may present a grievance in writing at any time to his or her immediate supervisor provided that the term or condition of employment giving rise to the grievance still exists at the time the grievance is presented or did exist no more than 15 days prior to the time the grievance is presented. The employee shall discuss the grievance with his or her immediate supervisor. Within 10 days, the immediate supervisor shall present a written decision to the aggrieved.

Step 1-B: If the employee does not feel free to discuss a grievance with his/her immediate supervisor, the grievance can be presented in writing to the Human Resources Director, provided the grievance is present or did exist no more than 15 days prior to time the grievance is presented. Within 10 days, the Human Resources Director shall present a written decision to the aggrieved.

If Step 1-B is used, omit Step 2.

Step 2: If the grievance is not resolved by Step 1, the employee may present the grievance in writing to the Human Resources Director within 5 days of immediate supervisor's decision. Within 5 days, the director shall present a written decision to the aggrieved.

Step 3: If the aggrieved party is not satisfied with the decision of the Human Resources Director, he/she may within 10 days, submit a written copy of the grievance to the teacher-administrator board.

Step 4: Within 20 days of the receipt of grievance the teacher-administrator board shall have conducted a hearing, from which they have gathered enough testimony and/or other pertinent information on which to base their decision.

Step 5: If, within 10 days from the hearing, the teacher-administrator board has been able to reach a majority decision on the grievance, they shall inform the employee in writing. This decision is final and will be implemented unless civil court action is taken to delay it or set it aside. If within 10 days from the hearing the teacher-administrator board has not reached a majority decision, then they shall notify the employee.

Step 6: If the teacher-administrator board could not reach a majority decision, the aggrieved shall have 10 days in which to present his/her grievance in writing to the Superintendent of Schools. He shall then review the grievance and relevant information and present his or her decision in writing to the employee, teacher-administrator board, Human Resources Director and the principal within 10 days. This decision is final, subject to court review if the employee files suit.

IV. GENERAL PROVISIONS

1. Employees are to feel free to use these procedures for Appeals and Grievances. Therefore, no employee or administrator shall discriminate against, coerce or interfere with any employee, administrator, witness or representative, for their involvement in the presentation or adjudication of any complaint. Violation of this prohibition is grounds for appropriate disciplinary action, including discharge and will not be tolerated.
2. The Appeals authority shall have no right to delete, add to or amend, any part or portion thereof, of the Master Contract or the Teachers' Manual.
3. Meetings held under this procedure shall generally be conducted on non-school time at a place which will afford a fair and reasonable opportunity for all persons involved to be present.
4. Grievance proceedings will not become a part of any personnel file.
5. This Procedure may be amended by agreement of both parties.

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 will change to January 1 effective January 1, 2017. The proposed changes to health insurance noted below will not take place until that time and the current plan with the current premium rates and deductions will stay in effect until December 31, 2016. Beginning January 1, 2017 the plan options and new rates will apply.

Beginning 1-1-17, the district will offer employees the choice of a Grandfathered PPO 250 deductible or a High Deductible 100/2600 Plan in combination with a Health Saving Account (HSA). The district will contribute up to the following total annual amounts for health insurance benefits for full time teachers:

<u>Type of Plan</u>	<u>Annual employer contribution</u>
Single	\$7,417
Single Plus Dependents	\$12,957
Family	\$18,120

Under the GF PPO 250 plan the employee will pay the following percentages towards their health insurance premiums:

<u>Type of Plan</u>	<u>employee contribution</u>
Single	1.7%,
SPD	2.5%
Family	7.7%.

Under the High Deductible 100/2600 plan the district will pay the following percentages towards health insurance premiums:

<u>Type of Plan</u>	<u>employer contribution</u>
Single	98.3%,
SPD	97.5%
Family	92.3%.

Additionally under the High Deductible option the district will contribute the difference between the employer's share of the health insurance premium and the dollar amounts listed above into a Health Savings Account. The total annual employer contribution for both the HD Premium and the HSA under the 100/2600 HD HSA plan will be: Single- \$7,417, SPD- \$12,957 and Family-\$18,120.

For two employee family policy holders an additional \$1,380 will be paid into the employee's Health Savings Account. 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 2015-2016 attached.

XI. BASE SALARY

The base salary will be \$39,250 for the school year 2016-2017.

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.

At this time personal leave days may not be taken in units less than 1/2 day and must be reported on the monthly Absence Report. The finance office will work towards instituting accounting and payroll procedures that would allow personal leave to be taken in one hour units. If, in the future, it becomes possible from an accounting and payroll standpoint and all staff would be able to use personal leave in the same incremental one hour unit, the board will allow this to occur.

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. If an employee does not complete the school year, and has used more than the proportionate number of sick leave days at the time of leaving the school's employ, one day's salary shall be deducted from the remaining pay for each sick leave day used over the number to which the employee is entitled. For example...if a teacher leaves at the end of the first semester and has used ten days sick leave, five full days shall be deducted from the final check.

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 claimed on an employee's recent tax return, including children/stepchildren over 21 years of age. 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, 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, grandchild, 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

2016-2017 schedule is attached.

XXIV. 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 2015-2016.

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.

DURATION CLAUSE

This agreement shall remain in force until July 1, 2017 at eight a.m. The agreement shall automatically be renewed and remain in force until a new contract is ratified.

Dated this 1st day of July, 2016

For the MEA:

For the Minot Public Schools:

President

President

MINOT PUBLIC SCHOOL DISTRICT #1
2016-2017 Salary Schedule Report
Base Salary = \$39,250

Years of Experience	BS	BS+16	BS+30	BS+45	MS	MS+16	MS+30	MS+45
Year 0 Percent of Base	107.70	111.50	116.30	118.20	121.00	126.80	132.50	134.40
Year 0 Salary	42,272	43,764	45,648	46,394	47,492	49,769	52,006	52,752
Year 1 Percent of Base	109.00	112.80	117.60	119.50	122.30	128.10	133.80	135.70
Year 1 Salary	42,782	44,274	46,158	46,904	48,003	50,279	52,516	53,262
Year 2 Percent of Base	110.30	114.10	118.90	120.80	123.60	129.40	135.10	137.00
Year 2 Salary	43,293	44,784	46,668	47,414	48,513	50,790	53,027	53,772
Year 3 Percent of Base	111.50	115.30	120.10	122.00	125.80	131.60	136.30	139.20
Year 3 Salary	43,764	45,255	47,139	47,885	49,376	51,653	53,498	54,636
Year 4 Percent of Base	114.30	119.10	124.90	126.80	130.60	135.40	141.10	144.00
Year 4 Salary	44,863	46,747	49,023	49,769	51,260	53,144	55,382	56,520
Year 5 Percent of Base	118.20	123.90	129.70	131.60	134.40	140.20	145.90	148.80
Year 5 Salary	46,394	48,631	50,907	51,653	52,752	55,028	57,266	58,404
Year 6 Percent of Base	122.00	128.70	133.50	135.40	139.20	145.00	150.70	153.60
Year 6 Salary	47,885	50,515	52,399	53,144	54,636	56,912	59,150	60,288
Year 7 Percent of Base	125.80	132.50	138.30	140.20	144.00	149.70	155.50	157.40
Year 7 Salary	49,376	52,006	54,283	55,028	56,520	58,757	61,034	61,780
Year 8 Percent of Base	129.70	135.40	143.00	145.00	148.80	154.50	159.30	162.20
Year 8 Salary	50,907	53,144	56,128	56,912	58,404	60,641	62,525	63,664
Year 9 Percent of Base	133.50	139.20	146.90	148.80	153.60	158.30	164.10	167.00
Year 9 Salary	52,399	54,636	57,658	58,404	60,288	62,133	64,409	65,548
Year 10 Percent of Base	136.30	143.00	150.70	152.60	157.40	163.10	168.90	171.70
Year 10 Salary	53,498	56,128	59,150	59,896	61,780	64,017	66,293	67,392
Year 11 Percent of Base	140.20	146.90	154.50	156.40	162.20	167.90	174.60	177.50
Year 11 Salary	55,028	57,658	60,641	61,387	63,664	65,901	68,530	69,669
Year 12 Percent of Base	144.00	150.70	157.40	160.30	166.00	172.70	179.40	182.30
Year 12 Salary	56,520	59,150	61,780	62,918	65,155	67,785	70,414	71,553
Year 13 Percent of Base			161.62	164.52	169.80	177.50	185.10	188.00
Year 13 Salary			63,436	64,574	66,646	69,669	72,652	73,790
Year 14 Percent of Base					174.02	181.72	190.90	193.70
Year 14 Salary					68,303	71,325	74,928	76,027
Year 15 Percent of Base							195.12	197.92
Year 15 Salary							76,585	77,684

**2016-17
EXTRA-DUTY CURRICULAR SALARY SCHEDULE
39,250 BASE**

Major Sport 0.0018 x 39,250.00 = 70.65 Per day

		<u>Major</u>
Head		70.65
Asst Varsity	0.750	52.99
10th Head	0.700	49.46
10th Asst & 9th Head	0.650	45.92
Head 7th and 8th	0.625	44.16
Asst 7th, 8th and 9th	0.600	42.39

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>16-17</u>
<u>BASEBALL</u>				
Head Varsity		70.65	74	5,228
Asst Varsity (2)	0.750	52.99	74	3,921
Head JV (2)	0.700	49.46	54	2,673
Asst JV	0.650	45.92	54	2,481
<u>BASKETBALL - BOYS</u>				
Head Varsity		70.65	101	7,136
Asst Varsity	0.750	52.99	101	5,354
10th Head	0.700	49.46	101	4,997
10th Asst	0.650	45.92	101	4,639
9th Head (2)	0.650	45.92	81	3,721
9th Asst (2)	0.600	42.39	81	3,434
7th & 8th Head (10)	0.625	44.16	45	1,986
7th & 8th Asst (9)	0.600	42.39	45	1,908
6th Coaches	0.600	42.39	29	1,229
<u>BASKETBALL - GIRLS</u>				
Head Varsity		70.65	101	7,136
Asst Varsity	0.750	52.99	101	5,354
10th Grade	0.700	49.46	101	4,997
10th Asst	0.650	45.92	101	4,639
9th Head	0.650	45.92	81	3,721
9th Asst (2)	0.600	42.39	81	3,434
7th & 8th Head (10)	0.625	44.16	40	1,766
7th & 8th Asst (9)	0.600	42.39	40	1,696
6th Coaches	0.600	42.39	27	1,146

CROSS-COUNTRY

Head Coach (2)		70.65	78	5,511
Asst Varsity (2)	0.750	52.99	78	4,133
7th & 8th Head(2)	0.625	44.16	66	2,912
7th & 8th Asst (2)	0.600	42.39	66	2,798
6th Coaches	0.600	42.39	30	1,272

FOOTBALL

Head Varsity		70.65	91	6,429
Asst Varsity (4)	0.750	52.99	91	4,824
10th Head	0.700	49.46	91	4,498
10th Asst (2)	0.650	45.92	91	4,180
9th Head (2)	0.650	45.92	72	3,305
9th Asst (2)	0.600	42.39	72	3,054
7th & 8th Head(6)	0.625	44.16	43	1,900
7th & 8th Asst(11)	0.600	42.39	43	1,821

GOLF – BOYS

Head Varsity		70.65	62	4,380
Asst Varsity	0.750	52.99	62	3,285
Middle School	0.600	42.39	28	1,185

GOLF - GIRLS

Head Varsity		70.65	62	4,380
Asst Varsity	0.750	52.99	62	3,285

GYMNASTICS

Head Varsity		70.65	95	6,712
Asst Varsity	0.750	52.99	95	5,036

HOCKEY-BOYS

Head Varsity		70.65	101	7,136
Asst Varsity (2)	0.750	52.99	101	5,354
Jr Varsity (2)	0.675	47.69	89	4,243

HOCKEY-GIRLS

Head Varsity		70.65	101	7,136
Asst Varsity (2)	0.750	52.99	101	5,354

SWIMMING -
BOYS

Head Varsity		70.65	90	6,358
Asst Varsity (3)	0.750	52.99	90	4,769
7th & 8th Head(2)	0.625	44.16	47	2,076
7th & 8th Asst (5)	0.600	42.39	47	1,994
6th Coaches	0.600	42.39	27	1,146

SWIMMING - GIRLS

Head Varsity		70.65	84	5,935
Asst Varsity (3)	0.750	52.99	84	4,451
7th & 8th Head(2)	0.625	44.16	43	1,900
7th & 8th Asst (5)	0.600	42.39	43	1,822
6th Coaches (4)	0.600	42.39	27	1,146

TENNIS - BOYS

Head Varsity		70.65	66	4,663
Asst Varsity	0.750	52.99	66	3,497

TENNIS - GIRLS

Head Varsity		70.65	62	4,380
Asst Varsity	0.750	52.99	62	3,285
9th Asst C	0.600	42.39	20	848
Middle School	0.625	44.16	20	883

TRACK – BOYS

Head Varsity		70.65	80	5,652
Asst Varsity (7)	0.750	52.99	80	4,239
7th & 8th Head(3)	0.625	44.16	45	1,986
7th & 8th Asst (7)	0.600	42.39	45	1,908

TRACK - GIRLS

Head Varsity		70.65	80	5,652
Asst Varsity (7)	0.750	52.99	80	4,239
7th & 8th Head(3)	0.625	44.16	45	1,986
7th & 8th Asst (7)	0.600	42.39	45	1,908

VOLLEYBALL - GIRLS

Head Varsity		70.65	90	6,358
Asst Varsity	0.750	52.99	90	4,769
10th Head	0.700	49.46	90	4,451
10th Asst	0.650	45.92	90	4,133
9th Head	0.650	45.92	78	3,584
9th Asst (2)	0.600	42.39	78	3,305
7th & 8th Head (10)	0.625	44.16	41	1,809
7th & 8th Asst(10)	0.600	42.39	41	1,739
6th Coaches (10)	0.600	42.39	29	1,229

WRESTLING

Head Varsity		70.65	95	6,712
Asst Varsity (3)	0.750	52.99	95	5,036
7th & 8th Head(1)	0.625	44.16	42	1,857
7th & 8th Asst (4)	0.600	42.39	42	1,782
6th Coaches	0.600	42.39	27	1,146

SOCCER - BOYS

Head Varsity		70.65	72	5,087
Asst Varsity	0.750	52.99	72	3,815
JV (4)	0.700	49.46	72	3,560
7th & 8th Head(3)	0.625	44.16	40	1,766
7th & 8th Asst (3)	0.600	42.39	40	1,696
6th Coaches	0.600	42.39	29	1,229

SOCCER – GIRLS

Head Varsity		70.65	68	4,804
Asst Varsity	0.750	52.99	68	3,603
JV (4)	0.700	49.46	68	3,364
7th & 8th Head(3)	0.625	44.16	45	1,986
7th & 8th Asst (3)	0.600	42.39	45	1,908
6th Coaches	0.600	42.39	29	1,229

SOFTBALL

Head Coach		70.65	74	5,228
Asst Varsity	0.750	52.99	74	3,921
Head JV (2)	0.700	49.46	74	3,658
Asst JV (2)	0.650	45.92	54	2,481
7th & 8th Head(2)	0.625	44.16	45	1,986
7th & 8th Asst (4)	0.600	42.39	45	1,908

<u>MIDDLE SCHOOL ATHLETIC DIRECTOR (400 or more students)</u>			1/5	1.35	10,598
			Base		
<u>MIDDLE SCHOOL ATHLETIC DIRECTOR (less than 400 students)</u>			1/5		7,850
			Base		

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

ACHIEVEMENT LETTER

Magic City Campus		20.00			1,413
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ART CLUB

Magic City Campus		20.00			1,413
Central Campus		20.00			1,413
Middle School (each bldg.)		5.00			353

CHEERLEADERS AND PEP CLUB

Head Cheer Advisor	50.00	3,532
Magic City Campus Cheerleaders:		
Varsity Football	50.00	3,532
Varsity Boys Basketball	50.00	3,532
Varsity Hockey	50.00	3,532
Varsity Girls Basketball	50.00	3,532
JV Football	35.00	2,473
Central Campus Boys&Girls JV Basketball	35.00	2,473
Central Campus JV Hockey	35.00	2,473
Central Campus Cheer Advisor	10.00	706
MCC & CC Pep Club (2)	10.00	706
Middle School:		
Cheerleaders (3)	15.00	1,060
Pep Club (2)	5.00	353
<u>DANCE TEAM</u>		
Head Varsity	50.00	3,532
Varsity Asst	40.00	2,826
JV	35.00	2,473
Middle School	12.00	848
<u>DEBATE</u>		
Magic City Campus	50.00	3,532
Central Campus	35.00	2,473
<u>DECA</u>		
Magic City Campus	35.00	2,473
<u>DRAMA</u>		
Magic City Campus	79.50	5,617
Magic City Campus - 1st Asst	35.00	2,473
Magic City Campus - 2nd Asst (Publicity)	13.00	918
Instrumental Music (Musical)	10.00	706
Central Campus	59.63	4,212
Central Campus Asst	25.00	1,766
One-Act Play	35.00	2,473
One-Act Play Tech Director	5.00	353
<u>FBLA</u>		
Magic City Campus	35.00	2,473
Central Campus	35.00	2,473
<u>FFA</u>		
Central Campus (3)	35.00	2,473
Magic City Campus	35.00	2,473
<u>FCCLA</u>		
Magic City Campus (2)	35.00	2,473
Central Campus (shared)	35.00	2,473
<u>FOREIGN LANGUAGE</u>		
Spanish (shared)		
Magic City Campus	10.00	706
Central Campus	10.00	706
French (shared)	20.00	1,413
German (shared)	20.00	1,413
<u>HONOR SOCIETY</u>		
Magic City Campus (2)	20.00	1,413
Central Campus	10.00	706
JH/Ramstad (each bldg.)	10.00	706
Memorial	5.00	353
<u>RENAISSANCE</u>		
Magic City Campus (2)	20.00	1,413

<u>STUDENT COUNCIL</u>		
Magic City Campus (2)	20.00	1,413
Central Campus	20.00	1,413
JH/Ramstad (each bldg.)	13.00	918
Memorial	6.50	459
<u>KEY CLUB</u>		
MCC	20.00	1,413
Central Campus	20.00	1,413
Asst Central Campus	15.00	1,060
<u>CLASS SPONSORS</u>		
Freshman (2)	13.00	918
Sophomore (2)	13.00	918
Junior (2)	20.00	1,413
Senior (2)	13.00	918
<u>MUSIC</u>		
Instrumental MCC	60.00	4,239
Instrumental CC	50.00	3,532
Vocal MCC & CC	63.00	4,451
Jazz Band MCC	30.00	2,120
Jazz Band CC	30.00	2,120
Orch MCC, CC & MS	40.00	2,826
Orch Asst	20.00	1,413
Instrumental Middle School (3)	25.00	1,766
Vocal Middle School (2)	25.00	1,766
<u>NEWSPAPER</u>		
Magic City Campus	50.00	3,532
Central Campus	50.00	3,532
Middle School (3)	13.00	918
<u>NOON SUPERVISION</u>		
Central Campus (3)	80.00	5,652
<u>ROTC</u>		
Advisor	30.00	2,120
<u>SCIENCE CLUB</u>		
Central (shared)	30.00	2,120
Magic City Campus	15.00	1,060
<u>SCIENCE OLYMPIAD</u>		
Magic City & Central (shared)	30.00	2,120
Middle Schools (shared)	20.00	1,413
<u>SEARCHLIGHT</u>		
Head MCC	70.00	4,946
Assistant CC	40.00	2,826
Middle School (3)	13.00	918
<u>SPEECH</u>		
Magic City Campus	50.00	3,532
Central Campus	35.00	2,473
<u>TSA</u>		
High School (3)	35.00	2,473
Middle School (shared)	35.00	2,473
<u>SkillsUSA</u>		
Lead Advisor	25.00	1,766
Program Advisor (5)	10.00	706
<u>HOSA</u>		
Program Advisor (5)	10.00	706

<u>WEIGHT TRAINING</u>			
MCC	Fall	15.00	1,060
	Winter	19.00	1,342
	Spring	15.00	1,060
	Summer		500
CC	Fall	15.00	1,060
	Winter	19.00	1,342
	Spring	15.00	1,060
<u>DEPARTMENT HEAD</u>		10.00	706
			Plus \$10 per member
<u>SCHOOL IMPROVEMENT/NCA</u>			
	Steering Committee Chairperson (17)	10.00	706
	Goal Committee Chairperson (34)	5.00	353
<u>SUMMER SCHOOL PAY</u>		.000823 x Base salary	32.30 per hour

Career & Technical Student Organization (CTSO) Advisor Stipend ~ National Conferences outside of contracted months: A CTSO Advisor will receive a stipend equal to substitute teacher pay for each day required to chaperone students who have qualified to compete at the national convention held during his/her non-contracted months of employment. All CTSO trips and trip schedules must be approved by the CTE Director. CTSO advisors affected by this action include: FBLA, FCCLA, HOSA, SkillsUSA, and TSA.