

MIDWAY PUBLIC SCHOOL DISTRICT #128
TWO YEAR EMPLOYMENT CONTRACT 2025-2026 & 2026-2027

1. The teachers new to 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 minimal pay schedule and shall not prohibit or restrict the Board of Education from hiring teachers at higher pay then 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.
 - 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.
 - e. The board reserves the right to inquire into more cost-effective health insurance policies within reason and in good faith to find what the best option is both financially and for our staff.
6. Teachers shall receive their salary in payments of 10 or 12 months. Providing funds 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 Teachers 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 a leave of absence will advise the Superintendent in writing by March 1st, 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. Teachers will be paid a prorated amount, based on sub pay, for subbing for another teacher during their designated preparation time.
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 over 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) cannot 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 Principal to use one of the extra personal days.
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 occasion.

 - 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. 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 2025-2026 and 185 days in 2026-2027. The normal school day shall be 8 hrs.
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 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:

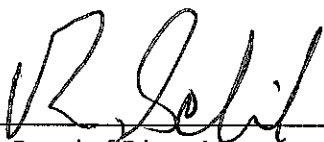
Effect of contract: The Board of Education and the teachers agree that the terms and conditions set forth in this contract represent the full and complete understanding and commitment between the parties and that said terms and conditions may not be altered, changed, added to, deleted from or modified without mutual consent of the parties in written amendment, attached and made part of this contract. This contract will be in effect for 2025-2026 and 2026-2027.

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, 2025, for the 2025-2026 and 2026-2027 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 no 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 an 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 7th day of May, 2025



Midway Board of Education



Midway Education Association

MIDWAY PUBLIC SCHOOL

25-26 CERTIFIED TEACHER PAY SCALE

Steps	Lane 1	Lane 2	Lane 3	Lane 4	Lane 5	Lane 6	Lane 7	Lane 8	Lane 9	Lane 10
	BS	BS + 4	BS + 8	BS + 12	BS + 16	BS + 20	BS + 24	BS + 28	Masters	M + 8
0	\$47,150	\$47,650	\$48,150	\$48,650	\$49,150	\$49,650	\$50,150	\$50,650	\$51,150	\$51,650
1	\$47,650	\$48,150	\$48,650	\$49,150	\$49,650	\$50,150	\$50,650	\$51,150	\$51,650	\$52,150
2	\$48,150	\$48,650	\$49,150	\$49,650	\$50,150	\$50,650	\$51,150	\$51,650	\$52,150	\$52,650
3	\$48,650	\$49,150	\$49,650	\$50,150	\$50,650	\$51,150	\$51,650	\$52,150	\$52,650	\$53,150
4	\$49,150	\$49,650	\$50,150	\$50,650	\$51,150	\$51,650	\$52,150	\$52,650	\$53,150	\$53,650
5	\$49,650	\$50,150	\$50,650	\$51,150	\$51,650	\$52,150	\$52,650	\$53,150	\$53,650	\$54,150
6	\$50,150	\$50,650	\$51,150	\$51,650	\$52,150	\$52,650	\$53,150	\$53,650	\$54,150	\$54,650
7		\$51,150	\$51,650	\$52,150	\$52,650	\$53,150	\$53,650	\$54,150	\$54,650	\$55,150
8		\$51,650	\$52,150	\$52,650	\$53,150	\$53,650	\$54,150	\$54,650	\$55,150	\$55,650
9		\$52,150	\$52,650	\$53,150	\$53,650	\$54,150	\$54,650	\$55,150	\$55,650	\$56,150
10		\$52,650	\$53,150	\$53,650	\$54,150	\$54,650	\$55,150	\$55,650	\$56,150	\$56,650
11		\$53,150	\$53,650	\$54,150	\$54,650	\$55,150	\$55,650	\$56,150	\$56,650	\$57,150
12		\$53,650	\$54,150	\$54,650	\$55,150	\$55,650	\$56,150	\$56,650	\$57,150	\$57,650
13			\$54,650	\$55,150	\$55,650	\$56,150	\$56,650	\$57,150	\$57,650	\$58,150
14			\$55,150	\$55,650	\$56,150	\$56,650	\$57,150	\$57,650	\$58,150	\$58,650
15			\$55,650	\$56,150	\$56,650	\$57,150	\$57,650	\$58,150	\$58,650	\$59,150
16			\$56,150	\$56,650	\$57,150	\$57,650	\$58,150	\$58,650	\$59,150	\$59,650
17			\$56,650	\$57,150	\$57,650	\$58,150	\$58,650	\$59,150	\$59,650	\$60,150
18				\$57,650	\$58,150	\$58,650	\$59,150	\$59,650	\$60,150	\$60,650
19				\$58,150	\$58,650	\$59,150	\$59,650	\$60,150	\$60,650	\$61,150
20				\$58,650	\$59,150	\$59,650	\$60,150	\$60,650	\$61,150	\$61,650
21				\$59,150	\$59,650	\$60,150	\$60,650	\$61,150	\$61,650	\$62,150
22					\$60,150	\$60,650	\$61,150	\$61,650	\$62,150	\$62,650
23					\$60,650	\$61,150	\$61,650	\$62,150	\$62,650	\$63,150
24					\$61,150	\$61,650	\$62,150	\$62,650	\$63,150	\$63,650
25					\$61,650	\$62,150	\$62,650	\$63,150	\$63,650	\$64,150
26					\$62,150	\$62,650	\$63,150	\$63,650	\$64,150	\$64,650
27						\$63,150	\$63,650	\$64,150	\$64,650	\$65,150
28						\$63,650	\$64,150	\$64,650	\$65,150	\$65,650
29						\$64,150	\$64,650	\$65,150	\$65,650	\$66,150
30						\$64,650	\$65,150	\$65,650	\$66,150	\$66,650
31						\$65,150	\$65,650	\$66,150	\$66,650	\$67,150
32							\$66,150	\$66,650	\$67,150	\$67,650
33							\$66,650	\$67,150	\$67,650	\$68,150
34							\$67,150	\$67,650	\$68,150	\$68,650
35							\$67,650	\$68,150	\$68,650	\$69,150
36							\$68,150	\$68,650	\$69,150	\$69,650
37								\$69,150	\$69,650	\$70,150
38								\$69,650	\$70,150	\$70,650
39								\$70,150	\$70,650	\$71,150
40								\$70,650	\$71,150	\$71,650

MIDWAY PUBLIC SCHOOL

26-27 CERTIFIED TEACHER PAY SCALE

Steps	Lane 1	Lane 2	Lane 3	Lane 4	Lane 5	Lane 6	Lane 7	Lane 8	Lane 9	Lane 10
	BS	BS + 4	BS + 8	BS + 12	BS + 16	BS + 20	BS + 24	BS + 28	Masters	M + 8
0	\$47,650	\$48,150	\$48,650	\$49,150	\$49,650	\$50,150	\$50,650	\$51,150	\$51,650	\$52,150
1	\$48,150	\$48,650	\$49,150	\$49,650	\$50,150	\$50,650	\$51,150	\$51,650	\$52,150	\$52,650
2	\$48,650	\$49,150	\$49,650	\$50,150	\$50,650	\$51,150	\$51,650	\$52,150	\$52,650	\$53,150
3	\$49,150	\$49,650	\$50,150	\$50,650	\$51,150	\$51,650	\$52,150	\$52,650	\$53,150	\$53,650
4	\$49,650	\$50,150	\$50,650	\$51,150	\$51,650	\$52,150	\$52,650	\$53,150	\$53,650	\$54,150
5	\$50,150	\$50,650	\$51,150	\$51,650	\$52,150	\$52,650	\$53,150	\$53,650	\$54,150	\$54,650
6	\$50,650	\$51,150	\$51,650	\$52,150	\$52,650	\$53,150	\$53,650	\$54,150	\$54,650	\$55,150
7		\$51,650	\$52,150	\$52,650	\$53,150	\$53,650	\$54,150	\$54,650	\$55,150	\$55,650
8		\$52,150	\$52,650	\$53,150	\$53,650	\$54,150	\$54,650	\$55,150	\$55,650	\$56,150
9		\$52,650	\$53,150	\$53,650	\$54,150	\$54,650	\$55,150	\$55,650	\$56,150	\$56,650
10		\$53,150	\$53,650	\$54,150	\$54,650	\$55,150	\$55,650	\$56,150	\$56,650	\$57,150
11		\$53,650	\$54,150	\$54,650	\$55,150	\$55,650	\$56,150	\$56,650	\$57,150	\$57,650
12		\$54,150	\$54,650	\$55,150	\$55,650	\$56,150	\$56,650	\$57,150	\$57,650	\$58,150
13			\$55,150	\$55,650	\$56,150	\$56,650	\$57,150	\$57,650	\$58,150	\$58,650
14			\$55,650	\$56,150	\$56,650	\$57,150	\$57,650	\$58,150	\$58,650	\$59,150
15			\$56,150	\$56,650	\$57,150	\$57,650	\$58,150	\$58,650	\$59,150	\$59,650
16			\$56,650	\$57,150	\$57,650	\$58,150	\$58,650	\$59,150	\$59,650	\$60,150
17			\$57,150	\$57,650	\$58,150	\$58,650	\$59,150	\$59,650	\$60,150	\$60,650
18				\$58,150	\$58,650	\$59,150	\$59,650	\$60,150	\$60,650	\$61,150
19				\$58,650	\$59,150	\$59,650	\$60,150	\$60,650	\$61,150	\$61,650
20				\$59,150	\$59,650	\$60,150	\$60,650	\$61,150	\$61,650	\$62,150
21				\$59,650	\$60,150	\$60,650	\$61,150	\$61,650	\$62,150	\$62,650
22					\$60,650	\$61,150	\$61,650	\$62,150	\$62,650	\$63,150
23					\$61,150	\$61,650	\$62,150	\$62,650	\$63,150	\$63,650
24					\$61,650	\$62,150	\$62,650	\$63,150	\$63,650	\$64,150
25					\$62,150	\$62,650	\$63,150	\$63,650	\$64,150	\$64,650
26					\$62,650	\$63,150	\$63,650	\$64,150	\$64,650	\$65,150
27						\$63,650	\$64,150	\$64,650	\$65,150	\$65,650
28						\$64,150	\$64,650	\$65,150	\$65,650	\$66,150
29						\$64,650	\$65,150	\$65,650	\$66,150	\$66,650
30						\$65,150	\$65,650	\$66,150	\$66,650	\$67,150
31						\$65,650	\$66,150	\$66,650	\$67,150	\$67,650
32							\$66,650	\$67,150	\$67,650	\$68,150
33							\$67,150	\$67,650	\$68,150	\$68,650
34							\$67,650	\$68,150	\$68,650	\$69,150
35							\$68,150	\$68,650	\$69,150	\$69,650
36							\$68,650	\$69,150	\$69,650	\$70,150
37								\$69,650	\$70,150	\$70,650
38								\$70,150	\$70,650	\$71,150
39								\$70,650	\$71,150	\$71,650
40								\$71,150	\$71,650	\$72,150