

MASTER AGREEMENT

**For School Years Dated
2015-2016 and 2016-2017**

**Independent School District #2752
Fairmont, Minnesota
and
Education Minnesota Fairmont**

ARTICLE	PAGE
I. PURPOSE	3
II. RECOGNITION OF EXCLUSIVE REPRESENTATIVE	3
III. DEFINITIONS	3
IV. SCHOOL DISTRICT RIGHTS	4
V. TEACHER RIGHTS	4
VI. BASIC SCHEDULES AND RATES OF PAY	6
VII. EXTRA COMPENSATION	8
VIII. GROUP INSURANCE	9
IX. LEAVES OF ABSENCE	9
X. REIMBURSEMENT FOR ACCUMULATED SICK LEAVE	16
XI. 403(b) MATCH PLAN	17
XII. RETIREE INSURANCE PROVISIONS	17
XIII. HOURS AND CONDITIONS OF SERVICE	19
XIV. LENGTH OF SCHOOL YEAR	20
XV. GRIEVANCE PROCEDURE	20
XVI. PROGRESSIVE DISCIPLINE	24
XVII. ECFE TEACHERS	24
XVIII. DURATION	26
XIX. ADDITIONAL COMPENSATION	26
SIGNATURE PAGE	27
2015-2016 SALARY SCHEDULE A	28
2016-2017 SALARY SCHEDULE B	28
2015-2016 EXTRA-CURRICULAR SALARY SCHEDULE C	29
2016-2017 EXTRA-CURRICULAR SALARY SCHEDULE D	30

ARTICLE I PURPOSE

This Agreement is entered into between Independent School District No. 2752, Fairmont, Minnesota, hereinafter referred to as the School District, and Education Minnesota Fairmont, and is hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act, as amended, hereinafter referred to as P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with P.E.L.R.A., the School District recognizes Education Minnesota Fairmont as the exclusive representative of teachers employed by Independent School District No. 2752, which exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all the teachers of the School District as defined in this Agreement and in P.E.L.R.A.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: The term, "terms and conditions of employment," means the hours of employment, the compensation for those hours, and the fringe benefits specifically defined in this Agreement, except retirement contributions or benefits, other than School District payment of, or contributions to, premiums for group insurance coverage for retired teachers or reimbursement for accumulated sick leave, but does not mean educational policies of the School District. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A.

Section 2. Teacher: The word, "teacher," shall mean any person employed by the School District in a position for which licensure is required by the State of Minnesota, but shall not include Superintendent or principal and assistant principal, who devote more than 50% of their time to administrative or supervisory duties, and supervisory teachers as defined by P.E.L.R.A. Also excluded are daily substitute teachers who teach 30 or fewer working days for the same teacher and all others included by P.E.L.R.A.

Section 3. Definition of School District: For purposes of administering this Agreement, the term, "School District," shall mean the School Board or its designated representative(s).

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A.

ARTICLE IV SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunities for the students of the School District.

Section 3. Effects of Rules, Regulations, Directives, and Orders: The exclusive representative recognizes that all teachers covered by this Agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by the School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders, from time to time, as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. Any provisions of this Agreement found to be in violation of any such rules, regulations, directives, or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved, and all managerial rights and functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V TEACHER RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right To Join: Pursuant to P.E.L.R.A., teachers shall have the right to form and join labor or teacher organizations and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers.

Section 3. Dues, Check-off and Fair Share:

Subd. 1: Any teacher who is a member of the exclusive representative or who has applied for membership may sign and deliver to the School District Business Office an

authorization card allowing for the deduction of membership dues in the exclusive representative, including Education Minnesota and the National Education Association/American Federation of Teachers. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the School District shall deduct 1/12 of such dues from each regular salary check of the teacher each month for 12 months, beginning in September and ending in August of each year.

Deductions for teachers employed after the commencement of the school year shall be appropriately pro-rated to complete payments by the following June.

Subd. 2: In accordance with P.E.L.R.A., any teacher included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any teacher shall be an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representatives, but in no event shall the fee exceed 85% of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment and the name of each teacher to be assessed to the School District and the written notice of the amount to each teacher to be assessed the fair share fee.

A challenge by a teacher aggrieved by the assessment must be filed in writing with the Commissioner of the Bureau of Mediation Services, the School District, and the exclusive representative within 30 days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reason therefor, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The School District shall deduct the fee from the earnings of the teacher and transmit the fee to the exclusive representative within 30 days after the written notice was provided, or, in the event a challenge is filed, the deduction for fair share fees shall be held in escrow by the School District pending a decision by the Commissioner or the court. Any Fair Share challenge shall not be subject to the grievance procedure.

Subd. 3: The School District agrees to remit to the exclusive representative all sums deducted by the School District, whether for membership dues or fair share assessments, within 30 days of said deduction.

Subd. 4: The exclusive representative agrees that the School District shall have no liability, which any person may have claim to, for any legal action arising out of or by reason of the deduction of the fair share fee.

Section 4. Status of Individual Teaching Contracts: Any individual teaching contract executed for the 2015-2016 and 2016-2017 school years shall be subject to and consistent with the terms of this Agreement. Within 30 days of full ratification of this Agreement, individual teaching contracts shall be issued to all teachers.

Section 5. Personnel Files: Pursuant to M.S. 122A.40, Subd. 19., all evaluations and files relating to individual teachers shall be available during regular School District business hours to the particular teacher upon his/her written request. The teacher shall have the right to reproduce any of the contents of his/her file at the teacher's expense and to submit for inclusion in the file

written information in response to any material contained in it. However, the School District may destroy such files as provided by law.

ARTICLE VI BASIC SCHEDULES AND RATES OF PAY

Section 1. 2015-2016 Salary Schedule: The School District and the exclusive representative agree that the teacher wage for the 2015-2016 school year will be the wages and salaries reflected in Schedule A of this agreement.

Section 2. 2016-2017 Salary Schedule: The School District and the exclusive representative agree that the teacher wage for the 2016-2017 school year will be the wages and salaries reflected in Schedule B of this agreement.

Section 3. Status of Salary Schedules: The salary schedules are not to be construed as part of the teacher's continuing contract, and the School Board reserves the right to withhold increment advancement, lane changes, or any other salary increases as the School Board shall determine. The teacher shall be notified of any withholding for the next school year as well as the cause for such withholding by June 15 of the current school year.

Section 4. Payment Through Direct Deposit: All compensation will be paid through direct deposit. Compensation amounts shall be posted to the financial institution of the teacher's choice subject to any limitations placed by the financial institution used by the School District for direct deposit services. All employee payments will be made over 12 months.

Section 5. Payment Upon Termination of Services: All compensation with the exception of reimbursement for sick leave and retiree health and hospitalization insurance, will be paid to the teacher no later than the month following the termination of services if an employee terminates during the school year. If an employee terminates his/her employment effective at the end of the school year, compensation will be paid on the normal payroll schedule, with payments being made in June, July and August. Reimbursement for sick leave and retiree health and hospitalization insurance is addressed in ARTICLE X, Section 4. and ARTICLE XII.

Section 6. Successor Agreement: In the event a successor Agreement is not entered into prior to the expiration date of this Agreement, a teacher shall be compensated according to the previous salary schedule without advancing steps or lanes until such time that a successor Agreement is executed. The successor Agreement shall be retroactive to the expiration date of the prior Agreement.

Section 7. Daily Wage: The daily wage of a teacher is the annual salary, as set by the lane and step on the current year salary schedule, divided by the number of teacher contract days.

Section 8. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedules:

Subd. 1: Teachers are to be placed on the salary schedule according to the following provisions:

a) **Step Placement:** Teachers new to the School District may be allowed credit for experience gained in other schools or in other life experiences for reasons such as

low incidence of qualified replacements or a highly competitive market as mutually agreed upon by the teacher and the School Board.

b) Above Schedule Placement: For teachers hired after July 1, 2011, if a teacher is paid above the salary schedule for reasons such as low incidence of qualified replacements or a highly competitive market, as deemed appropriate and necessary by the School Board, this one-time payment shall not exceed \$5,000.00.

Subd. 2: A teacher shall be paid on the “master’s degree lane” only if the program, as outlined by the college advisor, is germane to the teaching assignment as approved by the School District and the degree program is approved in writing by the building principal and the Superintendent in advance.

Subd. 3: Credits submitted for lane advancement or transfers on the salary schedule must meet the following criteria:

- a) Teaching Field: College courses must lead to a higher competency in the teacher's teaching field(s) as determined by the School District;
- b) Grade: A grade of “B” or higher must be earned;
- c) Credits: At least 80% of the courses must have been taken for graduate credit;
- d) Pre-approval: Written approval for courses must be secured from the teacher's principal and from the Superintendent prior to enrollment.

Subd. 4: Teachers moving to a higher lane will be placed on schedule effective with the September payroll. An “Application for Lane Change” and an official transcript, must be submitted to the Superintendent prior to September 1 for the lane change to be effective for that school year. If an official transcript is not available by September 1, an unofficial grade slip will be accepted until the official transcript is received.

Subd. 5: Credits to apply to lanes beyond a particular degree must be earned subsequent to the earning of the degree and must be pre-approved as required in Subd. 4: above.

Subd. 6: Credits earned for lane changes must be from an institution accredited by the Council for Higher Education (CHEA).

Subd. 7: A teacher may advance one lane in any year. A teacher with credits earned within a district approved master’s program or graduate level course(s) beyond their master’s program, may move multiple lanes in any year.

Subd. 8: Based upon needs of the School District for College In The Schools (CIS), Advanced Placement (AP) or other academic programs, a teacher may be asked to earn additional college credit for certification to teach these classes.

- a) The number of credits and total cost of the certification shall be agreed upon in advance by the teacher and the School District.
- b) The teacher shall be compensated for the cost of tuition, books and supplies for the certification as agreed upon by the teacher and the School District.
- c) The teacher agrees to teach for College In The Schools (CIS), Advanced Placement (AP) or other academic programs for a minimum of 5 years in the district.
- d) If the teacher leaves the district or declines the College In The Schools (CIS), Advanced Placement (AP) or other academic program assignment(s), the

teacher shall reimburse the district an amount equal to 20% of the total certification amount per year for each year remaining of the 5 year period. The teacher will not be penalized if failure to teach the required class(s) during the 5 year period is caused by School District action.

ARTICLE VII EXTRA COMPENSATION

Section 1. Extra-curricular Salary Schedule: The wages and salaries reflected in Schedule C and Schedule D shall be a part of this Agreement.

Section 2. Mileage Reimbursement:

Subd. 1: When a teacher's assignment requires the use of a private vehicle to travel between buildings due to teaching assignment(s), the reimbursement will be calculated as follows:

actual distance traveled each day
X number of days assigned to travel between buildings during the school year
X the federal reimbursement rate.

The reimbursement will be paid in 2 installments: the 1st payment in January for travel from the beginning of the school year until the end of December and a 2nd payment in June for travel from January through the end of the school year.

Subd. 2: Out-of-School District travel using a private vehicle must be authorized by a building principal or other designated administrator. If a teacher is to use a private vehicle for travel outside the School District, reimbursement will be calculated as follows:

actual miles traveled X the federal reimbursement rate in effect at the time the travel occurs.

Section 3. Substitution: Teachers called upon by the School District to substitute during their designated preparation period may be paid \$25.00 per class period or may accrue one hour of flex time per class period.

Section 4. Extra Class Assignment:

Subd.1: In the event a junior/senior high teacher is assigned to teach 6 classes during the 7-period school day, a stipend equivalent to 1/16 of the "BA, Step 1" salary will be paid for each semester assigned.

Subd. 2: Effective for the 2015-2017 agreement, a teacher who agrees, in writing to teach on a modified A/B block schedule of 3 student sections during 2 class periods, waives his/her rights to Subd. 1 of this Section.

Section 5. National Board of Professional Teaching Standards Certification: Any teacher who achieves National Board certification will qualify for payment on the next lane on the salary schedule (or receive an additional \$1,300 in salary each year if at step BA36 or MA27), payable over 12 pay periods, as long as the teacher holds that certification.

ARTICLE VIII GROUP INSURANCE

Section 1. Health and Hospitalization Insurance: The School District shall contribute a sum not to exceed: \$8628 for the 2015-2016 and 2016-2017 school years, toward the premium and deductible for coverage for all teachers employed by the School District who qualify for and are enrolled in the School District group health and hospitalization insurance plan.

Part-time teachers will receive this insurance coverage on a pro-rated basis. A teacher hired after July 1, 2004, must be employed on a 35% or greater individual teaching contract to qualify for the pro-rated share of the School District contribution.

Subd. 1: Any additional premium cost shall be borne by the teacher and paid by payroll deduction or through his/her "Flexible Benefit Plan."

Section 2. Flexible Benefit Plan: The School District shall provide a flexible benefit plan written under the guidelines of Sections 125 and 129 of the Internal Revenue Service Code.

Section 3. Long Term Disability Insurance: The School District shall contribute up to 47.5 cents per \$100 of basic monthly salary for the 2015-2016 and 2016-2017 school years toward the premiums for long-term disability insurance for teachers employed 30 hours or more per week. Any additional premium cost shall be paid by the teacher through payroll deduction or through his/her "Flexible Benefit Plan." Coverage shall be at 66 2/3% of the teacher's basic annual salary. The waiting period shall be 120 calendar days except for teachers who have been employed as teachers by the School District for fewer than 5 years. Those employed as teachers for fewer than 5 years shall have a waiting period of the greater of 30 consecutive calendar days or the exhaustion of their accumulated sick leave.

Section 4. Term Life Insurance - Accidental Death and Dismemberment: The School District shall contribute up to a sum of \$105 per year for the School District's \$50,000 term life/accidental death and dismemberment group insurance plan for all teachers who are employed 20 or more hours per week in the School District.

Section 5. Claims Against the School District: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

ARTICLE IX LEAVES OF ABSENCE

All leave days for part-time teachers will be pro-rated in accordance with the percentage of time employed.

Section 1. Sick Leave: Fifteen days of sick leave will be credited to each teacher at the beginning of the school year unless this number is limited by the 130 day maximum. Unused sick leave days may be accumulated to a maximum of 130 days per teacher.

Subd. 1: Sick leave with pay shall be allowed whenever a teacher's absence is

found to have been due to the teacher's illness and/or disability which prevented attendance at school and performance of duties on that day or days.

Subd. 2: The School District may require a teacher to furnish a medical certificate from a qualified professional as evidence of illness, indicating such absence was due to illness, to qualify for sick leave pay. However, the final determination of the eligibility of a teacher for sick leave is reserved to the School District. In the event that a medical certificate is required, the teacher will be so advised.

Subd. 3: Sick leave allowed shall be deducted from the accumulated sick leave days earned by the teacher.

Subd. 4: Any teacher who becomes pregnant may utilize earned sick leave according to the provisions of this article when necessary due to pregnancy-related disability as verified by a physician.

- a) The pregnancy-related sick leave will commence at a date to be agreed upon by the School District and the pregnant teacher. The School District may require a statement from the teacher's physician for use in determining the date for initiating the leave.
- b) At the conclusion of a pregnancy-related sick leave, the teacher shall retain the right to be reinstated to her original job or a position of like status and pay unless previously discharged or placed on unrequested leave of absence. The continuing contract shall remain in effect, and the teacher shall retain all seniority, salary, and fringe benefits.
- c) At the conclusion of a pregnancy-related sick leave, a teacher may take child care leave according to the provisions of Section 6. of this article.

Subd. 5: In the event a full day of school is cancelled due to inclement weather, employees for whom sick leave had been approved will not be charged.

Section 2. Serious Illness or Death in the Family: Up to 5 days per year, non-accumulative, without loss of sick leave, shall be granted in case of absence due to serious illness or injury (one that requires a doctor's examination) or death in the immediate family to include the following:

Teacher's	Teacher's spouse's
Spouse	Parents
Parents	Siblings
Siblings	Children
Children	

(Exception: Absence as a result of serious illness of children under age 18 is covered under Minnesota Statute 181.9413 and will result in loss of accumulated sick leave).

In the event of a second death in the immediate family listed above, an additional 5 days will be granted per year, non-accumulative, without loss of sick leave.

Subd. 1: A written request for more than 5 days may be presented to the Superintendent who shall have authority to grant additional benefits if the request is judged to be valid. These additional days will be non-accumulative and will be deducted from accrued sick

leave days.

Subd. 2: Up to 2 non-accumulative days per year, with loss of sick leave, shall be granted to a teacher for death or serious illness of relatives as listed:

Teacher's	Teacher's spouse's
Aunts and Uncles	Aunts and Uncles
Grandparents	Grandparents
Grandchildren	Grandchildren
Siblings' spouses	Siblings' spouses
Nieces and nephews	Nieces and nephews
Sons- and Daughters-in-law	Sons- and Daughters-in-law
First cousins	First cousins

Subd. 3: Requests for family leave must be submitted on AESOP in advance of the anticipated leave, whenever possible. In the event advance notice is not possible, teachers must submit the absence on AESOP upon returning to work. Additional family leave will be granted in accordance with MN Statute 181.19413, "Sick Leave Benefits, Care of Relatives."

Subd. 4: Leave provided in this section shall apply to the regular academic year as well as extended contracts and summer school.

Subd. 5: The benefits outlined in this section shall be available to part-time teachers on a pro-rated basis.

Subd. 6: Additional bereavement leave may be granted, with loss of substitute teacher cost and at the discretion of the Superintendent, to attend funerals not covered in Subd.1: or Subd. 2: above.

Subd. 7: In the event a full day of school is canceled due to inclement weather, teachers for whom serious illness/death in the family leave had been approved will not be charged.

Section 3. Workers' Compensation:

Subd. 1: A teacher who is eligible for compensation under provisions of the Workers' Compensation Act shall receive remuneration from the School District equal to the difference between workers' compensation benefits and the teacher's regular salary.

Subd. 2: The provisions for this section are limited to instance during which a compensable injury is incurred in the service of the School District.

Subd. 3: A teacher must submit a written request to the Superintendent's Office to be considered eligible for remuneration.

Subd. 4: Any remuneration paid by the School District, above the amount of workers' compensation, will result in a deduction of sick leave. The amount to be deducted from sick leave will be determined by the fractional part of the salary not covered by workers' compensation. This provision shall be limited to the extent of the teacher's accrued sick leave.

Section 4. Personal Leave:

1. Subd. 1: Teachers will be granted 2 days of personal leave each year with no loss of pay.

Teachers are eligible to receive the current rate of substitute pay for each unused day of personal leave at the end of the school year. The payment amount will be pro-rated based on the percentage of the teacher's basic contract. Requests for personal leave must be submitted on AESOP at least 3 days in advance, except in the event of an emergency as determined by the Superintendent. A personal leave day shall not be granted on the first 5 student contact days or during the last 5 contract days of the school year or on a scheduled workshop or staff development day, except for special circumstances as determined by the Superintendent. The number of personal leave requests approved on a daily basis will be limited according to the following schedule:

Fairmont Elementary School – 3
Junior/Senior High School – 3

Subd. 2: Unused personal leave days may be accumulated to a maximum of 4 days. Teachers must accumulate all personal leave in a given year or be reimbursed pursuant to Subd. 1: above. Each teacher must inform the School District Business Office by May 15 if his/her unused personal leave days are to accumulate. In the event a teacher does not inform the School District Business Office in writing by May 15, he/she will be reimbursed for any unused personal leave for the current year.

Subd. 3: Teachers may, without deduction from pay or leave, attend local funerals when such absences involve 2 hours or less and when his/her classes can be covered by other teachers at no cost to the School District. The number of leaves approved shall be determined by the building principal.

Subd. 4: Teacher absences arising from personal affairs not covered in this section shall result in full salary deduction and shall not exceed 5 days per school year.

Subd. 5: Exceptions to this section may be made at the discretion of the Superintendent, if the exceptions are in excess of benefits listed in this section. Exceptions made by the Superintendent which would not result in full salary deduction are personal leaves to attend graduations, weddings, and estate settlements of the teacher, the teacher's spouse, or the teacher's children. Any benefits granted in addition to those listed in this section will not be subject to the grievance procedure.

Subd. 6: In the event a full day of school is canceled due to inclement weather, teachers for whom personal leave had been approved will not be charged.

Section 5. Fully Paid Leave Days: Leave days with no loss of salary according to Section 2. and Section 4. of this article (with the exception of days used as a result of the death of a family member) may not exceed 9 days per year for each teacher. In the case of an extreme emergency, as determined by the School District, a request for more than 9 days may be granted with loss of substitute costs, including salary, TRA, and FICA, at the Superintendent's discretion.

Section 6. Child Care Leave:

Subd. 1: Upon the birth or adoption of a child, the School Board shall grant a child care leave of up to one school year without pay or fringe benefits to a teacher for the purpose of providing full-time parental care.

Subd. 2: The School District may grant a child care leave for up to 1 school year without pay or fringe benefits to a teacher for the purpose of providing full-time parental care to a seriously ill or injured child.

Subd. 3: In the event a pregnant teacher chooses child care leave, she must submit written application to the Superintendent no fewer than 3 months prior to commencing the leave. Leave will commence at a date to be agreed upon between the School District and the pregnant teacher. The School District may require a statement from the teacher's physician to use in determining the date for initiating the leave.

Subd. 4: In the event of adoption, the teacher must submit a written application for child care leave to the Superintendent upon learning the date of the home placement. Any teacher who adopts a child may utilize up to 6 weeks earned sick leave. In cases in which both parents are employed as teachers, the combined child care leave will not exceed 6 weeks.

- a) The adoption- related leave will commence at a date to be agreed upon by the School District and the teacher. The School District may require a statement from the adoption agency for use in determining the date for initiating the leave.
- b) Upon conclusion of the leave, the teacher shall be reinstated to his/her original job or a position of like status and pay unless previously discharged or currently on unrequested leave of absence. The continuing contract shall remain in effect, and the teacher shall retain all seniority, salary, and fringe benefits.
- c) At the conclusion of the adoption leave, a teacher may take child care leave according to the provisions of Section 7. of this article.

Subd. 5: Requests for child care leave of emergency nature shall be written and submitted to the Superintendent. Such requests shall be subject to approval of the School Board.

Subd. 6: The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are consistent with some natural break in the school year, i.e. winter break, spring break, semester or quarter break, end of grading period, end of the school year, etc.

Subd. 7: A teacher on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions. The premiums for the programs retained shall be paid by the teacher to the Business Office commencing with the beginning of child care leave.

Subd. 8: A teacher shall not be eligible for sick leave during child care leave.

Subd. 9: Upon conclusion of the child care leave as agreed to in Subds. 3:, 4:, or 5: of this section and upon signifying the intent to return to work, the teacher shall retain the right to be reinstated to his/her original job or to a position of like status and pay unless previously discharged or currently on unrequested leave of absence. The continuing contract shall remain in effect, and the teacher shall retain seniority, salary, and fringe benefits accrued prior to taking child care leave.

However, the School District will not be obligated to reinstate any teacher on child care leave unless the teacher advises the Superintendent in writing of his/her intent to return before February 1 in the school year preceding the school year in which the teacher intends to return.

Section 7. Other Leaves:

Subd. 1: An absence resulting from paid professional services in a curricular, co-curricular or extra-curricular area representing Fairmont Area Schools, is subject to written approval by the Superintendent and may be subject to either salary deduction for actual time out of the classroom or salary deduction to cover substitute teacher costs.

Subd. 2: A teacher called for jury duty or court testimony (exclusive of matters involving personal litigation) shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without salary deduction or loss of leave allowance. The compensation received for jury duty shall be remitted to the School District. The teacher must report and document the amount of stipend received for jury duty. The amount of the stipend shall be deducted from the teacher's next salary payment. The teacher shall retain the stipend and any other expense reimbursement paid to the him/her for jury duty.

Subd. 3: Involvement in civic duties that requires time away from school responsibilities will be subject to written approval by the Superintendent.

Section 8. Exclusive Representative Leave: At the beginning of every school year, the exclusive representative shall be credited with 10 days, non-accumulative, without salary deduction, to be used by teachers who are officers or agents of the exclusive representative. Such use will be at the discretion of the exclusive representative. The exclusive representative must notify the appropriate building principals in writing at least 5 calendar days prior to the intended use of said leave. The exclusive representative will try to avoid situations in which more than 2 people will be absent from any single building at the same time for purposes of this leave. Consideration will be given to emergency situations subject to written approval of the Superintendent.

Section 9. Unrequested Leave of Absence (ULA): The School District may place teachers on ULA in accordance with Minnesota Statute 122A.40, Subd. 11.

The seniority tie-breaker procedure, in the event that 2 or more teachers have equal seniority (i.e. same first day of service as a teacher), will be determined in the following order:

1. the teacher with the greater number of years of full-time employment as a teacher will have seniority over a part-time teacher;
2. the teacher with the greater total number of years of teaching experience will have seniority;
3. the teacher in the higher lane of education will have seniority;
4. the teacher with the greater number of licensed teaching areas will have seniority;
5. the teacher with the greater number of extra-curricular assignments will have seniority;
6. the teacher with the lower teacher retirement association (TRA) number will have seniority.

Section 10. Extended Leave of Absence:

Subd. 1: All full-time teachers are eligible to apply for an extended leave of absence as specified in Minnesota Statute 122A.46.

Subd. 2: A teacher on an extended leave of absence shall not accrue additional

years of credit for seniority purposes.

Section 11. Teacher on Special Assignment (TOSA):

Subd. 1: The term, "Teacher On Special Assignment (TOSA)," will be used to describe the reassignment of a currently employed teacher or the hiring of a licensed teacher candidate into a non-licensed assignment. Special assignment positions may exist in order to provide leadership or coordination for an educational program of the School District (i.e. Dean of Students, Technology Integrationist, Curriculum Leader, etc.). The School District will [require a current Minnesota teaching license in order to be employed under a TOSA agreement]. Teachers in a TOSA position may be required to substitute, model or co-teach as needed by the district.

Subd. 2: The School District will post TOSA positions on the School District website and notify staff by email for a period of 5 work days during the school year and at least 14 calendar days when school is not in session. The School District will have the right to post the position to the general public after all internal postings have been completed.

Subd. 3: A TOSA assignment must be agreed upon by the teacher and the School District. Teachers may not use his/her seniority status to claim any TOSA position or vacancy. Teachers on ULA may apply for TOSA positions, and be considered by the School District for these positions. The School District will not be required to offer a teacher on ULA a TOSA assignment. The School District shall have the sole authority to determine what teachers are assigned to TOSA positions.

Subd. 4: The School Board shall determine the beginning and ending dates of TOSA assignments. During the term of the special assignment, both parties will evaluate the program and/or personnel needs, and if necessary either party may request a change in assignment. In the event that either the School District or the TOSA teacher wish to end the term of the assignment, notification must be given to the other party, in writing, by March 15th.

Subd. 5: A TOSA under this section shall continue to receive all compensation, fringe benefits and other contractual benefits. Due to the nature of the special assignment, additional time and/or compensation may be required. Such compensation will be outlined in the description of the position when the position is posted.

Subd. 6: A TOSA shall continue to earn experience credit (seniority) as if he/she were regularly employed as a teacher in the School District. An updated seniority list, including TOSA positions, will be reviewed with the exclusive representative by September 30 of each year. TOSA additions to the seniority list after September 30, will be reviewed with the exclusive representative within 30 days of the beginning of the special assignment.

Subd. 7: A teacher returning from a TOSA position under this section shall be reinstated to a position for which he/she is licensed and qualified unless previously discharged or placed on ULA. If the teaching assignment does not exist, the School District in accordance with the seniority list will determine what the teacher's new assignment will be.

Section 12: Flex Time: This is a two year project that will be in effect during the 2015-2017 Master Agreement and will terminate at the end of the 2016-2017 school year.

Subd. 1: Flex time will be accrued for hours worked for Saturday School when scheduled by the building administration.

Subd. 2 Flex time may be accrued as determined in Article VII, Section 3.

Subd. 3 Logged hours will be approved by the building administrator and submitted to the Business Office on a monthly basis.

Subd. 4 Flex time can only be used in lieu of snow make-up days without student contact.

ARTICLE X

REIMBURSEMENT FOR ACCUMULATED SICK LEAVE

(For Teachers Hired prior to July 1, 1996)

Section 1. Eligibility: Teachers who were hired prior to July 1, 1996 and who have completed at least 20 years of full-time teaching service with the School District shall be eligible for reimbursement for accumulated sick leave pursuant to the provisions of this article. To receive this reimbursement, the teacher must notify the Superintendent in writing, by March 15 of the school year in which the teacher plans to retire. Eligible teachers presently on leave of absence must apply for reimbursement for accumulated sick leave in accordance with the Agreement in effect at the time the leave commenced for purposes of calculating daily rate of pay.

Section 2. Reimbursement:

Subd.1: Eligible teachers shall receive reimbursement for accumulated sick leave based on the salary schedule in place at the time the resignation is effective.

Subd. 2: This reimbursement shall be made in a lump sum at the end of the individual teaching contract year, on a payment schedule as determined by the School District, not to exceed 2 years. In no event shall the School District pay less than 1/2 of the total payment in any year. Reimbursements will be made on the normal payroll date for the month in which payment is due. For all teachers who are eligible for benefits under this article, the School District will deposit the reimbursement into the MSRSHCSP

Section 3. Daily Rate of Pay: In applying these provisions, a teacher's daily rate of pay shall be his/her basic daily wage at the time of resignation from the School District, as provided in the basic salary schedule for the basic school year, and shall not include any additional compensation.

Section 4. Reimbursement Schedule: A teacher shall be eligible to receive reimbursement for accumulated sick leave, as defined in Sections 2. and 3. above, according to the following schedule relating to the teacher's years of full-time teaching service at the end of the school year in which the resignation is received by the School District:

Number of Years
Full-Time Teaching Service
20 or more years

Number of Days
Sick Leave Reimbursement
75 days

(If a teacher retires after he/she is Medicare eligible and is therefore not eligible for the district contribution toward health insurance, the employee will be paid for up to 100 days of accumulated sick leave.)

ARTICLE XI

403(b) MATCH PLAN

Section 1. Conversion to 403(b) Match Plan: Effective July 1, 2006, all teachers employed by the School District are eligible to participate in a 403(b) match plan as allowed under Minnesota Statute 356.24.

Subd. 1: Any teacher eligible for reimbursement pay under ARTICLE X will continue to be eligible to receive said reimbursement as set forth in this article. Such teachers may also participate in the School District's 403(b) match plan. The School District's matching contribution to such a teacher shall be in the amount as set forth in Subd. 4. below. Upon the teacher's retirement, the total amount of the School District's matching contribution to the 403(b) match plan shall be deducted from any matching plan due and payable under ARTICLE X. If 403(b) contributions equal or exceed the reimbursement amount, the teacher shall not be entitled to receive any reimbursement pursuant to ARTICLE X.

Subd. 2: A part-time teacher must meet the following criteria to be eligible for a pro-rated 403(b) match. The teacher must have taught at least 7 years in the School District with at least 3 years of full-time equivalence and be at least .35 of a full-time teacher the year he/she becomes eligible. A part-time teacher's 403(b) match will be based on percent of his/her individual employment contract.

Subd. 3: Teachers must elect to participate in the 403(b) plan of his/her choice at the beginning of the plan year. The School District's matching contribution to teachers participating in the plan shall be as follows:

	<u>Contribution Earned During Year</u>	<u>Annual Matching Contribution</u>
2015-2016	4, 5 & 6	\$250
	7, 8, & 9	\$500
	10, 11, 12, 13, & 14	\$1,000
	15 and Beyond	\$1,200
	<u>Contribution Earned During Year</u>	<u>Annual Matching Contribution</u>
2016-2017	2, 3, 4, 5 & 6	\$250
	7, 8, & 9	\$500
	10, 11, 12, 13, & 14	\$1,000
	15 and Beyond	\$1,400

Subd. 4: The maximum lifetime School District contribution for an individual teacher is \$30,000.

ARTICLE XII

RETIREE INSURANCE PROVISIONS

Section 1. Term Life/Accidental Death and Dismemberment Plan: Upon retirement, teachers who belong to term life/accidental death and dismemberment plan, may continue to remain a part of the insurance group at their own expense for a period of 10 years, or until eligibility for Medicare, whichever comes first.

Section 2. Retiree Health/Hospitalization Insurance: Until June 30, 2015, full-time teachers employed by the School District for at least 20 years of full-time teaching service who are drawing funds from a Teacher's Retirement Association (TRA) annuity, as defined by TRA eligibility, and who retire under the provisions outlined in this article will receive benefits as shown in the schedule below. The amounts shown will be applied toward the School District's health and hospitalization insurance plans. Excess costs must be borne by the retiree. Ongoing benefits are contingent upon future negotiations with costs reflected in the ratified Master Agreement;

Schedule of Benefits		
<u>Retirement Date</u>	<u>Annual Maximum Contribution</u>	<u>Duration of Benefit</u>
7/1/07 – 6/30/09	\$6,606	7 yrs. or age of Medicare
7/1/09 – 6/30/11	\$7,332	7 yrs. or age of Medicare
7/1/11 - 6/30/15	\$8,190	7 yrs. or age of Medicare
7/1/15 – 6/30/19	\$7,266	7 yrs. or age of Medicare

Subd. 1: The Superintendent must be notified in writing by March 15 of the school year in which the teacher plans to retire. Retirements will be effective at the end of the school year in which notification is given by the teacher. Teachers who retire during the regular school year do not qualify for retiree health and hospitalization insurance contributions as outlined in Article XII, Section 2. of this article.

Subd. 2: Within 90 days of the end of the school year in which the teacher retires, a copy of the TRA benefit payments must be forwarded to the School District as proof of retirement. Failure to provide the School District with the required proof of retirement will result in the loss of health and hospitalization coverage.

Subd. 3: In event of the retired teacher's death, the dollar value of any remaining benefit shall be paid to the teacher's beneficiary.

Section 3. Letter of Resignation: This article takes effect at the time when the letter of resignation is accepted by the School Board. In the event the resignation is accepted by the School Board, the effective date of resignation will be the date included in the letter.

Section 4. Retiree Health Care Savings Plan: Effective July 1, 2011, all teachers who have accumulated more than 90 days of sick leave at the end of the current school year will be reimbursed for their accumulated sick leave pursuant to the provisions of this section.

Subd. 1: All teachers employed by the School District after July 1, 1996, who are not eligible for the "rule of 90" do not qualify for and shall not be eligible for retiree health and hospitalization insurance under Section 2. of this article. Such teachers will participate in the School District's "retiree HRA sick leave reimbursement program" at the rate set forth in Subd. 2: below.

Any teacher employed prior to July 1, 1996, will participate in the School District's "retiree HRA sick leave reimbursement program." The School District's contribution will be at the rate set forth in Subd. 2: below. Upon the teacher's retirement, the total amount of the School District's contribution to the retiree's HRA shall be deducted from any reimbursement due and payable under ARTICLE X .If the HRA contributions equal or exceed that reimbursement amount, the teacher shall not be entitled to receive any reimbursement pursuant to ARTICLE X.

Any teacher employed after July 1, 1996, and eligible for the “rule of 90” will participate in the School District’s “retiree HRA sick leave reimbursement program.”

Subd. 2: Eligible teachers shall receive reimbursement for up to 10 days of unused sick leave accrued during the current school year. Each day will be reimbursed at the current rate for substitute pay with reimbursement payments deposited into a teacher HCSP by June 30. The HCSP will be administered by MSRS.

ARTICLE XIII

HOURS AND CONDITIONS OF SERVICE

Section 1. Basic Day or Work Week: The full-time teacher’s basic assignment is 8 hours per day or 40 hours per 5-day week.

Section 2. Building Hours: The specific hours at any individual building may vary according to the needs of the educational programs of the School District. The specific hours for each building will be designated by the School District.

Section 3. Additional Activities: In addition to the basic school day, teachers shall be required to participate in School District activities beyond the basic day for teachers as is required by the School District. Activities include scheduled IEP meetings, child study meetings, team meetings, and other staff meetings called by the principal. Teachers will be notified at least 24 hours in advance of non-emergency staff meetings, as determined by the building administrator. The additional duties for teachers include a [reasonable] share of extra-curricular, co-curricular, and supervisory activities as determined by the School District.

Section 4. Duty-Free Lunch Period: Each full-time teacher shall be entitled to a duty-free, uninterrupted lunch period. This lunch period will be a minimum of 30 minutes in length.

Section 5. Preparation Period: Each teacher will have an average of 1 preparation period per day.

Section 6. Assignment: Each teacher shall be given written notice of his/her subject or class schedule assignment for the forthcoming year. In the event that changes in the subject or class schedule assignments are proposed after the written notice has been given, all teachers affected shall be notified and consulted. In no event shall changes in teachers’ schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation exists as determined by the School District. Proper notification shall be construed to mean personal communication if possible and/or first class mail.

Section 7. Teacher Records: All calculations of accumulated sick leave will be based on records compiled in the Superintendent’s Office.

Section 8. Teacher Seniority: “Seniority” means continuing-contract, qualified teachers commencing with the 1st day of actual teaching service in the School District and shall exclude probationary teachers and those teachers who are substituting for teachers on leaves of absence. Part-time teachers employed less than an average of 20 hours per week or 100 days in a school year shall accrue seniority on a pro-rata basis.

Section 9. Shared Teachers: In the event that the School District enters into an

agreement to share a teacher employed by the School District, the following criteria will be used:

1. the shared teacher shall receive all rights and benefits of the Master Agreement;
2. travel time to and from the site of instruction shall not be taken during lunch or preparation periods;
3. a teacher assigned to teach in any locale outside the city limits of Fairmont shall have as his/her option the use of a School District vehicle, if available, or mileage reimbursement according to ARTICLE VII, Section 2. ;
4. in the event that a shared teacher is required to work additional days under the school calendar of the other school district, the teacher shall be paid additional compensation equal to a full per diem of the teacher's annual salary for each additional day worked or percentage thereof. In no event shall a teacher's annual salary be reduced as a result of a difference between the School District's calendar and that of the other school district to which the teacher is assigned.

ARTICLE XIV LENGTH OF SCHOOL YEAR

Section 1. Teacher Duty Days: The School Board shall establish the number of school days and teacher duty days for the next school year, and the teacher shall perform services on those days as determined by the School Board, including those legal holidays on which the School District is authorized to conduct school and, pursuant to such authority has determined to conduct school. One hundred eighty-four contract days will be included in the 2015-2016 and 2016-2017 school calendars.

Section 2. Calendar Changes: If the school calendar is changed, the teachers shall be notified of such change within 48 hours of the School Board's decision.

Section 3. Emergency Closings: In the event of a student day or teacher duty day lost for any emergency, the teacher will perform duties that day or other such day in lieu thereof as the School Board shall determine.

Section 4. Conduct of School on Certain Holidays: If for educational purposes it is necessary to conduct school on any of the following holidays, at least one hour of the school program will be devoted to the patriotic observance of the day. Martin Luther King's birthday, Lincoln's and Washington's birthday, and Veterans' Day.

ARTICLE XV GRIEVANCE PROCEDURE

Section 1. Definitions:

Subd. 1: A "grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Subd. 2: An "aggrieved person" is the person making the claim.

Subd. 3: A "party in interest" is the person making the claim and any person who

might be required to take action or against whom action might be taken in order to resolve the claim.

Subd. 4: The word, "days," except where otherwise indicated, means teacher contract days.

Subd. 5: "Teacher" means any certified person as defined in ARTICLE III, Section 2.

Section 2. Purposes:

Subd. 1: The purpose of this procedure is to secure, as soon as possible, equitable solutions to the problems which may arise affecting the conditions of professional service of teachers. These proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Subd. 2: Nothing in this article will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the School District and having the grievance adjusted without intervention of any teacher organization, provided the adjustment is not inconsistent with the terms of any applicable rule, regulation, or policy of this School District and that the representative of any teacher organization be given the opportunity to be present at such adjustment and to state his/her views.

Section 3. Procedures:

Subd. 1: In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth in this article will be reduced so that the grievance procedure may be expedited prior to the end of the school year [or as soon thereafter as is practical]. The time limits specified may, however, be extended by mutual consent.

Subd. 2: The teacher, administrator, or School District may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

Subd. 3: In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4: The filing or service of any notice or document required by this Agreement shall be timely if it bears a postmark of the United States mail within the time period.

Subd. 5: A grievance shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within 20 days after the date of the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver of the grievance. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the School District's designee.

Section 4. Adjustment of Grievances: The School District and the teacher shall attempt

to adjust all grievances which may arise during the course of employment in the following manner:

Subd. 1: If a teacher feels that he/she has a grievance, he/she should first discuss it with the department chairperson, principal, or supervisor to whom the teacher is directly responsible in an effort to resolve the problem informally.

Subd. 2: If the grievance is not resolved through informal discussion, the grievant may meet with the principal or supervisor to whom the teacher is directly responsible. At this meeting, the grievance must be presented in writing, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought. The principal shall give a written decision regarding the grievance to the parties involved within 10 days after receipt of the written grievance.

Subd. 3: In the event the grievance is not resolved in Subd. 2: above, the decision rendered may be appealed to the Superintendent, provided the appeal is made in writing within 5 days after receipt of the decision in Subd. 2: above. Within 5 days after receipt of the written appeal, the Superintendent shall meet with the aggrieved person. Each party shall have the right to include in this meeting such witnesses and counselors as the party deems necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting, the Superintendent shall have 4 days in which to provide his/her written decision to the teacher.

Subd. 4: In the event the grievance is not resolved in Subd. 3: above, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within 4 days after receipt of the decision in Subd. 3: above. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within 15 days after receipt of the appeal. Within 5 days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level and report the findings and recommendations to the School Board. The School Board will then render its decision.

Section 5. School Board Review: The School Board reserves the right to review any decision issued under Section 4. Subd. 2: or Subd. 3: above of this procedure provided the School Board or its representative notifies the parties of the intention to review within 10 days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 6. Arbitration Procedures: In the event that the teacher and School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined in this article.

1. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within 4 days following the decision in Subd. 4 of the grievance procedure.
2. No grievance shall be considered by the arbitrator which has not first been duly processed in accordance with the grievance procedure and appeal provisions.
3. Upon proper submission of a grievance under the terms of this procedure, the parties shall, within 10 days after request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement regarding an arbitrator is reached,

either party may request the Bureau of Mediation Services to provide a list of arbitrators, pursuant to P.E.L.R.A., providing such request is made within 20 days after request for arbitration. The request shall ask that the appointment be made within 30 days after the receipt of said request. Failure to agree upon an arbitrator or failure to request an arbitrator from the Bureau of Mediation Services within the time period provided shall constitute a waiver of the grievance.

Section 7. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose to designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Section 8. Decisions:

Subd. 1: Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by P.E.L.R.A. The arbitrator shall issue a written decision and order, including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 2: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration including the cost of the transcript or recording. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Section 9. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before him/her pursuant to the terms of this procedure. The jurisdiction of the arbitrators shall not extend to proposed changes in terms and conditions of employment as contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined in this article; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in his/her order, the arbitrator shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 10. Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined in this Agreement, the teacher(s) shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

ARTICLE XVI

PROGRESSIVE DISCIPLINE

Section 1. Progressive Discipline: The School District recognized the concept of progressive discipline consisting of formal actions of oral reprimand, written reprimand, suspension without pay and discharge. A conference between the teacher and his/her supervisor and, at the discretion of the teacher, an appropriate representative of the teacher, shall be held prior to the impositions of written reprimand, suspension without pay, and/or termination of continuing contract. Normally the School District will utilize the levels of progressive discipline, in order. In the case of more serious infractions, the School District reserves the right to exercise the level of discipline consistent with the seriousness of the infraction.

Suspension without pay shall not apply to a teacher who is removed from duty pending investigation of allegations, which period shall be covered by a paid suspension.

Section 2. Grounds for Disciplinary Action: The imposition of an oral reprimand shall not be subject to the grievance procedure. A teacher shall be suspended without pay only for, just cause, and such action shall be subject to the grievance procedure. Proposals to terminate a teacher's continuing contract or proposals to immediately discharge a teacher shall be governed by M.S.122A.40, and such actions shall not be subject to the provisions of this Article.

Section 3. Opportunity to Meet: Suspension without pay, proposals to terminate a teacher's continuing contract or to immediately discharge a teacher shall be imposed only by the School District. If a suspension without pay is to be considered pursuant to Section 2, the teacher shall be afforded an opportunity to meet with the Superintendent. The teacher may elect to have representation in attendance at any such meeting. In the absence of the Superintendent, another School District Administrator may act as the Superintendent's designee for purposes of this section.

Section 4. Subject to Arbitration: Suspension without pay shall take effect only after written notification from the superintendent to the teacher stating the grounds for suspension without pay. The teacher shall have the right to invoke the grievance procedures set forth in this agreement at the arbitration level, provided written notification requesting arbitration is sent to the Superintendent within 5 working days after receipt of the written notice of suspension without pay. The arbitrator's authority shall include a review of whether the suspension without pay and length thereof were appropriate considering all circumstances surrounding the action.

Section 5. Time of Suspension: Suspension without pay shall take effect upon receipt by the teacher of the written notice of suspension or shall take effect as otherwise indicated in the written notice. The suspension shall continue in effect for the time period provided in the written notice of suspension without pay not to exceed 20 days.

ARTICLE XVII ECFE AND PRE-SCHOOL TEACHERS

Section 1. Terms and Conditions of Employment:

Subd. 1: In all instances, the provisions of ARTICLE XV shall supersede and have precedence over provisions found in other articles of the Master Agreement. ECFE teachers must work more than 14 hours per week or 35% of the normal work week to qualify for inclusion under the terms of ARTICLE XV, unless otherwise specified in subsequent subdivisions of this article.

Subd. 2: Beginning with the 2014-2015 school year, preparation time for Parent Educators, Early Childhood teachers, and Pre-school teachers will be 5 minutes for every 20 minutes of class time spent interacting with parents and/or children.

Subd. 3: Parent Educator: For every parent class assignment, an additional 30 minutes of non-contact time will be assigned for outreach activities to parents.

Subd. 4: All ECFE and pre-school teachers will be assigned 2 hours of non-contact time each week for staff meetings.

Subd. 5: Time lost due to closure of school for inclement weather or other emergencies shall be made up.

Subd. 6:

a) Assignment: The provisions of ARTICLE XIII, Section 6 shall not apply to ECFE/Pre-School teachers.

b) Hours of Service, Duty Day, Duty Week, and Duty Year: The hours of service, duty day, duty week, and duty year for ECFE/pre-school teachers shall be assigned by the School District and modified from time to time by the School District ECFE/Pre-School Coordinator based on the needs of ECFE and pre-school programs.

Subd. 7: ECFE and pre-school teachers will maintain a seniority list exclusive of other licensed teachers in the School District.

Section 2. Salary:

Subd. 1: Salary for pupil contact time will be pro-rated based upon the salary schedule in this Master Agreement.

Subd. 2: Non-contact time pay will be at a rate of \$25.00 per hour.

Section 3. Group Insurance:

Subd. 1: ECFE and Pre-School teachers will be provided group insurance as defined below. No other provisions of the Master Agreement will apply except as listed below.

Subd. 2: The School District shall contribute a sum not to exceed \$8628 for the 2015-2016 and 2016-2017 school years, toward the premium for health and hospitalization insurance coverage for ECFE/Pre-School teachers employed by the School District who qualify

for and are enrolled in the School District group health and hospitalization plan and their eligible dependents. Part-time teachers will receive the School District contribution on a pro-rated basis. The contact time as a parent educator, ECFE teacher, or "pre-school teacher," will be the basis of the pro-rated contribution. A teacher hired after July 1, 2004, must work a 35% contract or greater to qualify for the pro-rated share of the School District contribution.

Subd. 3: The School District shall contribute up to the sum of \$105 per year toward the premium for the School District group \$50,000 term life - accidental death and dismemberment plan for each ECFE/Pre-School teacher employed 20 hours or more per week in the ECFE/Pre-School Program. To determine eligibility, the contact time and non-contact time as a parent educator and/or ECFE teacher will be used.

Subd. 4: The School District shall contribute up to the sum of 47.5 cents per \$100 of basic monthly salary for the 2015-2016 and 2016-2017 school years toward the premium for a long-term disability insurance for teachers employed 30 hours per week or more. To determine eligibility, the contact time and non-contact time as a parent educator, ECFE teacher, or "pre-school teacher" will be used. Coverage will be at 66 2/3% of basic annual salary. The waiting period will be 120 calendar days.

Subd. 5: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this article, and no claim shall be made against the School District as a result of the denial of insurance benefits by the insurance carrier.

ARTICLE XVIII DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on, July 1, 2015 through June 30, 2017, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing on July 1, 2017, it shall give written notice of such intent to the other party no later than May 1, 2017. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provisions of the Agreement relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, and practices, and School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, and, if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any other provision.

ARTICLE XIX ADDITIONAL COMPENSATION

Section 1. Summer School Schedule: For each hour of student contact, salary will be calculated as follows, effective June 1, 2007:

*18% x number of days employed x daily wage.

Section 2. Miscellaneous Salary Rates:

1. Tutoring / optional extra-duty / homebound assignment: \$30.00/hour of instruction.
2. Curriculum writing: \$25.00/hour to a maximum established by the School District.

Section 3. Site Team Leaders: All teachers will be assigned to a Site Team Leader. Site Team Leaders shall serve as advisors to the principal and as liaisons between the principal and the teachers on their team.

Subd. 1: The School District will fund fifteen Site Team Leaders at a rate of \$1000 per team leader per year.

Subd. 2: The positions will be filled by an application and interview process each year or when deemed necessary.

Subd. 3: The elementary principal will select 8 Site Team Leaders: Kindergarten, 1st grade, 2nd grade, 3rd grade, 4th grade, 5th grade, 6th grade and elementary specialists.

Subd. 4: The high school principal will select 7 Site Team Leaders: 7th grade, 8th grade, 9th grade, 10th grade, 11th-12th grades, secondary specialists and nursing coordinator

IN WITNESS WHEREOF, the parties have executed this Master Agreement as follows:

The Exclusive Representative:

The School District:

President

School Board President

Secretary

School Board Clerk

Chief Teacher Negotiator

Chief School Board Negotiator

Dated this ____ day of _____, 2015

Dated this ____ day of _____, 2015

**FAIRMONT AREA SCHOOLS
SALARY SCHEDULE
2015-2016 SCHOOL YEAR
SCHEDULE A**

Step	BA	BA+09	BA+18	BA+27	BA+36	MA	MA+09	MA+18	MA+27
1	38154	38906	39825	40911	42166	42666	44255	46015	47941
2	38754	39503	40423	41510	42764	43264	44855	46614	48542
3	39433	40183	41102	42191	43445	43943	45536	47294	49221
4	40193	40944	41864	42950	44204	44706	46297	48056	49981
5	41034	41786	42704	43792	45047	45546	47136	48894	50822
6	41956	42706	43625	44713	45966	46469	48059	49817	51742
7	42957	43709	44627	45714	46969	47469	49060	50819	52744
8	44039	44790	45708	46795	48051	48552	50142	51900	53826
9	45202	45954	46872	47958	49215	49714	51303	53062	54990
10	46443	47195	48114	49201	50456	50958	52547	54307	56232
11	47768	48519	49437	50524	51780	52279	53870	55628	57556
12	49173	49924	50843	51929	53184	53685	55275	57034	58960
13	49173	51409	52328	53414	54668	55169	56759	58517	60443
14	49173	51409	53891	54978	56233	56735	58323	60082	62008
15	49173	51409	53891	56622	57878	58379	59970	61729	63654
16	49173	51409	53891	56622	59602	60105	61695	63454	65380
17	49173	51409	53891	56622	61411	62512	64118	65893	67839

**FAIRMONT AREA SCHOOLS
SALARY SCHEDULE
2016-2017 SCHOOL YEAR
SCHEDULE B**

Step	BA	BA+09	BA+18	BA+27	BA+36	MA	MA+09	MA+18	MA+27
1	40000	40752	41671	42757	44012	44512	46101	47861	49787
2	40600	41349	42269	43356	44610	45110	46701	48460	50388
3	41279	42029	42948	44037	45291	45789	47382	49140	51067
4	42039	42790	43710	44796	46050	46552	48143	49902	51827
5	42880	43632	44550	45638	46893	47392	48982	50740	52668
6	43802	44552	45471	46559	47812	48315	49905	51663	53588
7	44803	45555	46473	47560	48815	49315	50906	52665	54590
8	45885	46636	47554	48641	49897	50398	51988	53746	55672
9	47048	47800	48718	49804	51061	51560	53149	54908	56836
10	48289	49041	49960	51047	52302	52804	54393	56153	58078
11	49614	50365	51283	52370	53626	54125	55716	57474	59402
12	51019	51770	52689	53775	55030	55531	57121	58880	60806
13	51019	53255	54174	55260	56514	57015	58605	60363	62289
14	51019	53255	55737	56824	58079	58581	60169	61928	63854
15	51019	53255	55737	58468	59724	60225	61816	63575	65500
16	51019	53255	55737	58468	61448	61951	63541	65300	67226
17	51019	53255	55737	58468	63257	64358	65964	67739	69685

**FAIRMONT AREA SCHOOLS
EXTRA-CURRICULAR SALARY SCHEDULE
2015-2016 SCHOOL YEAR
SCHEDULE C**

LEVEL I				
FOOTBALL, BASKETBALL, WRESTLING, GYMNASTICS, HOCKEY, VOLLEYBALL, BOYS & GIRLS TRACK				
	1A & 1B	2A & 2B	3A & 3B	4
HEAD COACH	\$ 3,549	\$ 3,905	\$ 4,296	\$ 4,725
ASSISTANT COACH	\$ 2,253	\$ 2,478	\$ 2,728	\$ 3,001
9TH GRADE COACH	\$ 1,703	\$ 1,873	\$ 2,061	\$ 2,269
JUNIOR HIGH COACH	\$ 1,278	\$ 1,407	\$ 1,546	\$ 1,701
LEVEL II				
BASEBALL, SOFTBALL, BOYS & GIRLS CROSS COUNTRY				
	1A & 1B	2A & 2B	3A & 3B	4
HEAD COACH	\$ 2,882	\$ 3,170	\$ 3,488	\$ 3,836
ASSISTANT COACH	\$ 1,829	\$ 2,014	\$ 2,214	\$ 2,435
9TH GRADE COACH	\$ 1,384	\$ 1,522	\$ 1,674	\$ 1,841
JUNIOR HIGH COACH	\$ 1,037	\$ 1,141	\$ 1,255	\$ 1,382
LEVEL III				
TENNIS, GOLF, SOCCER				
	1A & 1B	2A & 2B	3A & 3B	4
HEAD COACH	\$ 2,378	\$ 2,617	\$ 2,879	\$ 3,165
ASSISTANT COACH	\$ 1,510	\$ 1,661	\$ 1,827	\$ 2,011
9TH GRADE COACH	\$ 1,141	\$ 1,255	\$ 1,382	\$ 1,520
JUNIOR HIGH COACH	\$ 857	\$ 942	\$ 1,036	\$ 1,139
FINE ARTS				
	1A & 1B	2A & 2B	3A & 3B	4
CHEERLEADING COACH	\$ 1,823	\$ 2,002	\$ 2,192	\$ 2,419
MUSICAL DIRECTOR	\$ 1,394	\$ 1,469	\$ 1,608	\$ 1,762
SPRING PLAY DIRECTOR	\$ 1,309	\$ 1,438	\$ 1,577	\$ 1,733
PLAY - TECHNICAL DIRECTOR	\$ 802	\$ 883	\$ 971	\$ 1,069
ASST MUSICAL DIRECTOR	\$ 802	\$ 883	\$ 971	\$ 1,069
1 ACT PLAY DIRECTOR	\$ 802	\$ 883	\$ 971	\$ 1,069
ELEMENTARY PLAY DIRECTOR	\$ 802	\$ 883	\$ 971	\$ 1,069
HEAD SPEECH COACH *Level III Coach	\$ 2,378	\$ 2,617	\$ 2,879	\$ 3,165
ASST SPEECH COACH *Level III Asst Coach	\$ 1,510	\$ 1,661	\$ 1,827	\$ 2,011
2nd ASST SPEECH COACH *Level III JR HI Coach	\$ 857	\$ 942	\$ 1,036	\$ 1,139
HEAD KNOWLEDGE BOWL COACH	\$ 997	\$ 1,096	\$ 1,207	\$ 1,328
ASST KNOWLEDGE BOWL COACH	\$ 659	\$ 659	\$ 659	\$ 659
MATH LEAGUE COACH	\$ 997	\$ 1,096	\$ 1,207	\$ 1,328
HS STUDENT COUNCIL ADVISOR	\$ 1,650	\$ 1,650	\$ 1,650	\$ 1,650

FSA ADVISOR	\$ 490	\$ 490	\$ 490	\$ 490
FCCLA ADVISOR	\$ 782	\$ 782	\$ 782	\$ 782
PHOTOGRAPHY ADVISOR	\$ 1,201	\$ 1,320	\$ 1,452	\$ 1,597
YEARBOOK ADVISOR	\$ 1,587	\$ 1,747	\$ 1,922	\$ 2,114
ELEMENTARY ART DIRECTOR	\$ 276	\$ 305	\$ 336	\$ 370
SCIENCE FAIR DIRECTOR	\$ 415	\$ 415	\$ 415	\$ 415
ROBOTICS COACH	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100
BAND DIRECTOR GRADES 9-12	\$ 2,734	\$ 2,734	\$ 2,734	\$ 2,734
BAND DIRECTOR GRADES 7-8	\$ 1,366	\$ 1,366	\$ 1,366	\$ 1,366
BAND DIRECTOR GRADES 5-6	\$ 1,366	\$ 1,366	\$ 1,366	\$ 1,366
ORCHESTRA DIRECTOR GRADES 9-12	\$ 1,608	\$ 1,608	\$ 1,608	\$ 1,608
ORCHESTRA DIRECTOR GRADES 7-8	\$ 803	\$ 803	\$ 803	\$ 803
ORCHESTRA DIRECTOR GRADES 5-6	\$ 803	\$ 803	\$ 803	\$ 803
CHOIR DIRECTOR GRADES 9-12	\$ 2,091	\$ 2,091	\$ 2,091	\$ 2,091
CHOIR DIRECTOR GRADES 7-8	\$ 836	\$ 836	\$ 836	\$ 836
CHOIR DIRECTOR GRADES 5-6	\$ 628	\$ 628	\$ 628	\$ 628
CHOIR DIRECTOR GRADES 3-4	\$ 628	\$ 628	\$ 628	\$ 628

**FAIRMONT AREA SCHOOLS
EXTRA-CURRICULAR SALARY SCHEDULE
2016-2017 SCHOOL YEAR
SCHEDULE D**

LEVEL I				
FOOTBALL, BASKETBALL, WRESTLING, GYMNASTICS, HOCKEY, VOLLEYBALL, BOYS & GIRLS TRACK				
	1A & 1B	2A & 2B	3A & 3B	4
HEAD COACH	\$ 3,726	\$ 4,100	\$ 4,511	\$ 4,961
ASSISTANT COACH	\$ 2,366	\$ 2,602	\$ 2,864	\$ 3,151
9TH GRADE COACH	\$ 1,788	\$ 1,967	\$ 2,164	\$ 2,382
JUNIOR HIGH COACH	\$ 1,342	\$ 1,477	\$ 1,623	\$ 1,786
LEVEL II				
BASEBALL, SOFTBALL, BOYS & GIRLS CROSS COUNTRY				
	1A & 1B	2A & 2B	3A & 3B	4
HEAD COACH	\$ 3,026	\$ 3,329	\$ 3,662	\$ 4,028
ASSISTANT COACH	\$ 1,920	\$ 2,115	\$ 2,325	\$ 2,557
9TH GRADE COACH	\$ 1,453	\$ 1,598	\$ 1,758	\$ 1,933
JUNIOR HIGH COACH	\$ 1,089	\$ 1,198	\$ 1,318	\$ 1,451
LEVEL III				
TENNIS, GOLF, SOCCER				
	1A & 1B	2A & 2B	3A & 3B	4
HEAD COACH	\$ 2,497	\$ 2,748	\$ 3,023	\$ 3,323
ASSISTANT COACH	\$ 1,586	\$ 1,744	\$ 1,918	\$ 2,112
9TH GRADE COACH	\$ 1,198	\$ 1,318	\$ 1,451	\$ 1,596
JUNIOR HIGH COACH	\$ 900	\$ 989	\$ 1,088	\$ 1,196
FINE ARTS				
	1A & 1B	2A & 2B	3A & 3B	4
CHEERLEADING COACH	\$ 1,914	\$ 2,102	\$ 2,302	\$ 2,540
MUSICAL DIRECTOR	\$ 1,464	\$ 1,542	\$ 1,688	\$ 1,850
SPRING PLAY DIRECTOR	\$ 1,374	\$ 1,510	\$ 1,656	\$ 1,820
PLAY - TECHNICAL DIRECTOR	\$ 842	\$ 927	\$ 1,020	\$ 1,122
ASST MUSICAL DIRECTOR	\$ 842	\$ 927	\$ 1,020	\$ 1,122
1 ACT PLAY DIRECTOR	\$ 842	\$ 927	\$ 1,020	\$ 1,122
ELEMENTARY PLAY DIRECTOR	\$ 842	\$ 927	\$ 1,020	\$ 1,122
HEAD SPEECH COACH *Level III Coach	\$ 2,497	\$ 2,748	\$ 3,023	\$ 3,323
ASST SPEECH COACH *Level III Asst Coach	\$ 1,586	\$ 1,744	\$ 1,918	\$ 2,112
2nd ASST SPEECH COACH *Level III JR HI Coach	\$ 900	\$ 989	\$ 1,088	\$ 1,196
HEAD KNOWLEDGE BOWL COACH	\$ 1,047	\$ 1,516	\$ 1,267	\$ 1,394
ASST KNOWLEDGE BOWL COACH	\$ 692	\$ 692	\$ 692	\$ 692

MATH LEAGUE COACH	\$ 1,047	\$ 1,151	\$ 1,267	\$ 1,394
HS STUDENT COUNCIL ADVISOR	\$ 1,733	\$ 1,733	\$ 1,733	\$ 1,733
FSA ADVISOR	\$ 515	\$ 515	\$ 515	\$ 515
FCCLA ADVISOR	\$ 821	\$ 821	\$ 821	\$ 821
PHOTOGRAPHY ADVISOR	\$ 1,261	\$ 1,386	\$ 1,525	\$ 1,677
YEARBOOK ADVISOR	\$ 1,666	\$ 1,834	\$ 2,081	\$ 2,220
ELEMENTARY ART DIRECTOR	\$ 290	\$ 320	\$ 353	\$ 389
SCIENCE FAIR DIRECTOR	\$ 436	\$ 436	\$ 436	\$ 436
ROBOTICS COACH	\$ 1,155	\$ 1,155	\$ 1,155	\$ 1,155
BAND DIRECTOR GRADES 9-12	\$ 2,871	\$ 2,871	\$ 2,871	\$ 2,871
BAND DIRECTOR GRADES 7-8	\$ 1,434	\$ 1,434	\$ 1,434	\$ 1,434
BAND DIRECTOR GRADES 5-6	\$ 1,434	\$ 1,434	\$ 1,434	\$ 1,434
ORCHESTRA DIRECTOR GRADES 9-12	\$ 1,688	\$ 1,688	\$ 1,688	\$ 1,688
ORCHESTRA DIRECTOR GRADES 7-8	\$ 843	\$ 843	\$ 843	\$ 843
ORCHESTRA DIRECTOR GRADES 5-6	\$ 843	\$ 843	\$ 843	\$ 843
CHOIR DIRECTOR GRADES 9-12	\$ 2,196	\$ 2,196	\$ 2,196	\$ 2,196
CHOIR DIRECTOR GRADES 7-8	\$ 878	\$ 878	\$ 878	\$ 878
CHOIR DIRECTOR GRADES 5-6	\$ 659	\$ 659	\$ 659	\$ 659
CHOIR DIRECTOR GRADES 3-4	\$ 659	\$ 659	\$ 659	\$ 659

IN WITNESS WHEREOF, the parties have executed this Master Agreement as follows:

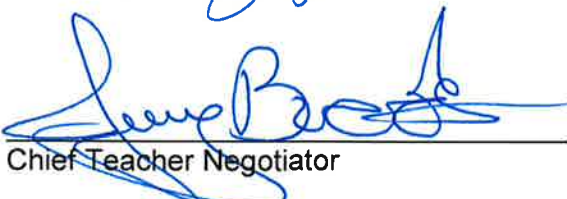
The Exclusive Representative:



President



Secretary



Chief Teacher Negotiator

Dated this 22 day of Sept., 2015

The School District:



School Board President



School Board Clerk



Chief School Board Negotiator

Dated this 22 day of September, 2015