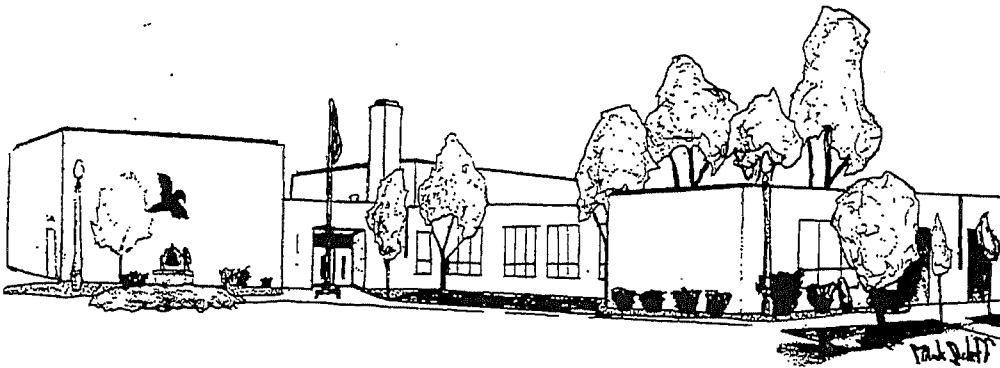


FAIRMOUNT PUBLIC SCHOOL

Master Negotiated Contract of Teacher Benefits

2017-2018 & 2018-2019



1. Teacher Employment

A. In-Staff substitute teaching: Any teachers asked to supervise another teacher's class or activity will receive a pro-rated share of a substitute's pay. The teacher has the right to refuse the request.

B. Professional Development: The Fairmount School District will authorize teacher in-service workshops up to four (4) days for each school year. These dates will be arranged by the school administration.

C. Certification: At least eighty percent (80%) of the courses presented for a lane change will be in the subject area of the teacher's licensure, and/or guidance and counseling courses, and/or education courses that are not school administration courses. A course with a course title not listed above, may or may not be approved by the Superintendent for inclusion in the 80%, and the teacher must request by submitting a written course description and rationale for the use of the course. No more than 20% of the courses may be in other course content areas.

2. Fair Dismissal Procedure

A. Reduction in Force (RIF): A teacher's contract may need to be terminated because of declining enrollments, program changes, reductions-in-force, and other factors. In the event that reductions-in-force become necessary, the following guidelines will be used:

1. The following criteria will be considered equal in determining contract termination:

- a. Special or advanced training, meaning evidence of professional growth and/or contribution to the professional area.

- b. Seniority, meaning the number of years of continuous district service, providing that the teacher or teachers are qualified to teach in retained curricula or new curricular offerings in the new contract year.

2. Termination by area of certification will take place after attrition, including retirements and resignations, has been relied on to the optimum extent possible.

3. When Section 1 above applies equally to two or more teachers, the school district shall use the following criteria in order of their appearance.

- a. North Dakota teacher licensure
- b. Administrative judgment based on observations and written evaluations.
- c. Extra-curricular assignments.

4. Recall: A teacher whose contract has been terminated because of the RIF policy would have first opportunity at a position for which that teacher is qualified if that position is reopened within one (1) year of the expiration of that teacher's contract (12) months from the last working day.

3. Section 125 Plan

A. Types:

A. Each employee will receive an amount to be determined each year by the School Board; which is to be used for the options in the Fairmount School District Section 125 Plan. (\$6,600 - 2017-2018) (\$6,600 - 2018-2019)

Options will include:

- 1. Health Insurance Premium
- 2. Medical Spending
- 3. Dependent Care
- 4. Cash-Option

B. Teachers will need to fill out the proper paper work for the Section 125 plan before September 4th.

3. Employees may take out an annuity on their own through pay-roll deductions with the following companies.

- a. Horace Mann
- b. ING

4. Teachers must inform the Business Manager by September 5th of the amounts to be put into annuities.

3a. Life Insurance

Group life and accidental death policy: Policy of \$7,500.00 paid for by the district.

4. Payroll Deductions

A. Any teacher who is a member of the Association or who has applied for membership may authorize deductions of membership dues in the Association, including NDU and NEA. Authorization must be in writing within two weeks of joining the National Education Association/North Dakota United. The Board agrees to remit promptly to the Association all deductions. Deductions will be taken over a nine (9) month period, and the Business Manager will remit nine (9) checks to the Association.

B. Each teacher must inform the Business Manager by September 5th that he/she will accept his/her salary in nine (9) months or twelve (12) months. The payment schedule will remain fixed for the contract year. Teachers will receive their payroll via direct deposit on the 15th and 30th of each contract month.

C. Each teacher shall be allowed to take part in a payroll deduction tax deferred group annuity plan.

1. Horace Mann
2. ING

D. Teachers' Retirement Fund: The School District shall tax shelter teacher payments of teachers' retirement in accordance with state law. (Note: The Board will pay

100% of Teachers' Retirement tax sheltered as per TFFR policy, Model 2 Full.)

5. Leave Policies

A. Sick Leave: Fifteen (15) days per school year. A licensed doctor's excuse may be required to be given to the administration after three (3) days of consecutive absence. Sick leave is cumulative to a maximum of seventy-five (75) days. A licensed doctor's excuse will be required to specify the length of a teacher's maternity leave. Maternity, paternity, and/or adoption leave shall be no more than twelve weeks. If extended leave days are requested beyond the twelve weeks, a second medical opinion from a board certified obstetrician selected by the school district may be requested by the administration with the school district paying the obstetrician. Consideration will be given to the teacher's preference of obstetrician. Up to ten (10) days of sick leave may be used for illness in the immediate family, after which emergency leave days or personal leave days must be used. In exceptional cases, the administration may grant additional leave days in any of the above categories. Sick leave may be used for medical appointments. The district will pay the substitute.

Teachers beginning the school year with 75 accumulated sick leave days shall receive an additional 15 sick leave days. (Total of 90 days) These days will not accumulate to the following year.

Any teacher who ends his or her employment with Fairmount Public School after ten or more years of continuous service will receive reimbursement of 6% of his or her accumulated sick leave based on the teacher's current salary.

1. Sick Leave Bank: The Fairmount School District will create and maintain records on a sick leave bank of up to 180 days that may be used by any licensed teacher who has exhausted his/her accumulated sick leave days as a result of catastrophic illness and/or injury. These records will be maintained by the superintendent.

Use of days from the sick leave bank shall be approved by a Sick Leave Bank Committee, consisting of the Chairperson of the Board of Education, the Superintendent, and the FEA president. Advice may be solicited from the teacher's consulting physician.

A maximum of 30 days in one year may be withdrawn by any teacher using this bank. This limit may be waived with approval of the Sick Leave Bank Committee.

Each licensed teacher under this negotiated agreement will donate one day per year to the sick leave bank until that bank has reached the maximum of 180 days. Should the sick leave bank decrease a number of days equal to the number of licensed staff covered, donations will resume at the rate of 1 day per licensed teacher per year until the maximum of 180 days is again attained.

Sick leave bank days will be calculated and adjusted at the beginning of each school year.

Individual teachers may, at their own discretion and from their own accumulation of sick leave days, contribute additional days to the sick leave bank at the beginning of each school year.

At the beginning of each year, a teacher under this contract will fill out a leave form designating how many days he/she chooses to donate to the sick leave bank beyond the mandatory one (1) day donation.

- B. Personal Leave: Five (5) days of personal leave per school year will be granted; the district will pay the substitute. Teachers have the option to apply unused personal leave to sick leave or be reimbursed substitute pay per day.

Personal leave must be taken in minimum increments of a half (1/2) day. This is limited to two teachers on

any day on a first come, first served basis. All requests require administrative approval at least two days in advance.

C. Emergency Leave: Three (3) days or six (6) one-half day's non-cumulative emergency leave per school year will be granted. The district will pay the substitutes. Reasons for emergency leave being granted are:

1. Serious illness of the immediate family
2. Any emergency approved by the administration or school board.

D. Funeral Leave:

1. Close Family: Five (5) days non-cumulative leave for each case will be granted. The district will pay the substitutes. Qualifying funerals are: wife, husband, children, father, mother, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandfather, grandmother, and grandchildren.
2. Three (3) days non-cumulative leave for each case will be granted for the funeral of nieces and nephews. The district will pay the substitute.
3. One (1) day non-cumulative leave for each case not listed above. This is limited to two teachers on any day on a first-come first-served basis. The district will pay the substitute.
4. In exceptional cases, the administration may grant additional leave days in any of the above categories.

E. Professional Leave: Three (3) days or six (6) half days of non-cumulative professional leave days per school year will be granted to attend educationally based workshops and meetings in the subject area(s) of the teacher's assignment.

The teacher must notify the administration 10 working days in advance of the requested leave if possible. Notification must be given no fewer than 5 days in advance.

In those cases where the professional leave is required by the Board or Administration, the district shall pay mileage, meals, and lodging, according to established state rates as well as registration fees. The district will provide a substitute for approved professional leave. Supervising or transporting students to school sponsored events or activities are part of the teacher's work assignment and are not considered professional leave.

In exceptional cases, the administration may grant additional professional leave days for reasons in the subject area(s) of the teacher's assignment.

F. Depletion of Leave: When all personal and/or emergency leaves are used, or when the absence does not qualify in A, D, or E, 1/182nd of the teacher's salary will be deducted from the final check at the end of the contract period for each day thus taken. The administration must approve the leave. The district will pay the substitute.

G. Part-time classroom teachers will receive leave on a pro-rated basis.

6. Leave of Absence

A. Teachers may be granted one (1) year of *unpaid* leave after working in the Fairmount School District for three consecutive years as a full time teacher. Teachers desiring this leave must apply to the Board by March 1 of the contract year, and the District must respond by May 1 of the contract year.

The teacher must inform the Board in writing of his/her intention to return to regular employment by March 1 of the year the teacher is on leave. Failure to inform the District of intent to return by March 1 shall constitute resignation from the teaching position.

The teacher shall return to service at the salary schedule position he/she would have held had he/she not taken leave. (Credit on the salary schedule shall not be given for the year of leave.)

(This shall be limited to one teacher per year on a first-come basis.)

7. Miscellaneous

- A. Contract Termination: Liquidated damages for termination of a signed contract will be maximum of: After June 1, \$300.00; after July 1, \$500.00; after August 1, \$800.00. All contract terminations must be approved by the school board. The Board may waive liquidated damages at the Board's discretion. No release will be granted after August 15th.
- B. Extra Pay Activities: Teachers in charge of extra pay activities must submit vouchers to the Superintendent for payment after the activity is completed. This statement is to include all necessary financial and other statistical reports as required by the Superintendent. Claims will be acted upon at the next Board of Education meeting.

Pay rates negotiated to the positions of technology coordinator and athletic director apply only when those positions are filled by a licensed teacher. If the position is filled by someone outside of the school, by non-licensed school employees, or by an administrator, this negotiated rate does not apply.

- C. Continuation Clause: This agreement shall be effective on June 1st of the current year and shall automatically be renewed and shall continue in force for additional periods of one year. Either party may give notice to the other party, in accordance with existing statutes, of its desire to reopen certain provisions of this agreement and to negotiate over terms of these provisions.
- D. Committee Reimbursement: Teachers will receive reimbursement for service on school appointed committees at a rate of \$15.00 per hour when meetings occur outside of the school day.
- E. In-service reimbursement: Teachers will receive a reimbursement for school mandated in-services beyond

the 182 day contract period at a rate of \$100.00 per day. If travel is required, meals, miles and lodging will be reimbursed as per current board policy.

8. Grievance Procedure

A grievance is a claim based upon an event or condition about which any employee/employees feel dissatisfaction and which is directly related to the terms of the individual contract with the school district, or the terms of the negotiated agreement(s) between the school board and the officially recognized representative organization.

The purpose of a grievance is providing a written step-by-step procedure that guarantees the right of employees to administrative due process to assure fairness and equity.

The parties involved in the potential grievance should informally attempt to solve the issue without the formal grievance procedure. All informal communications must be documented, dated, and signed by all parties. When requested by the grievant, a representative of the grievant's choosing may assist in this resolution. However, should such informal processes fail to satisfy the grievant, and then a grievance may be processed as follows:

- A. The grievant shall meet with immediate supervisor. Before moving to Step B, the aggrieved must first submit to the immediate supervisor a written statement on the nature of the grievance.
- B. The grievance must be brought to the immediate supervisor within thirty (30) calendar days of its occurrence.
- C. The immediate supervisor has ten (10) working days in which to answer the grievance and communicate in writing a decision to the grievant.
- D. If the grievance is not satisfactorily resolved in Steps A,B, or C within five (5) working days after filing, the grievant may submit the written grievance to the superintendent. The superintendent will have five (5) working days to resolve the grievance and communicate in writing a decision to the grievant.

E. If the grievance is not satisfactorily resolved within five (5) working days after the grievant filed the grievance with the superintendent, the grievant may submit the grievance to the Board of Education of Fairmount Public School. The decision of the Board is final.

F. No employee or administrator shall discriminate against, coerce, or interfere with any employee, administrator, witness, or representative for his/her involvement in the presentation or adjudication of any grievance.

G. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file(s) of the participant(s).

H. The employer shall furnish the Fairmount Education Association with such information as is necessary for the processing of the grievance.

I. Meetings held under this procedure shall generally be conducted on non-school time at a mutually agreed upon place that will afford a fair and reasonable opportunity for all persons proper to be present.

9. Salary Schedules

A. Lane Change: Teachers may change salary lanes on the salary schedule by submitting a letter of intent to change by June 1st, to the Superintendent's office and proof of sufficient credits from an accredited college or university by September 4th. No lane changes will be allowed after September 4th for the duration of the contract period. Teachers making a lane change will move over one lane and down one step.

B. Elementary Double Classroom: An elementary teacher responsible for two grades, will receive a pro-rata share of \$4,500 for the time in which that teacher has the two grades in the classroom, including the prep time. A double classroom is defined as: A single teacher being responsible for two grades for the entire school day for a period of one academic quarter or longer.

- C. High School 7th Period: Any high school teacher teaching seven periods each day will receive compensation of 1/6th of that teacher's contract salary, excluding extra duty pay. The teacher and administration must mutually agree to the extra period.
- D. Any teacher whose service has exceeded the last step of the fifth lane shall receive an annual increment of 1.3% beyond the previous year's salary. That increment shall be calculated upon the amount specified in the last step/lane 5 of the contracted salary schedule in force for that contracted year.
- E. All employment openings will be announced to staff prior to any public announcement of the position.

Extra-Curricular Pay Schedule 2017-2018 & 2018-2019

Athletic Director	Coop schedule/same as assistant
basketball coach	
Annual Advisor	\$3,245
Drama Club	\$812
Second Play	\$812
Speech	\$1,499
Music	\$2,000
National Honor Society	\$325
St. Council Advisor	\$812
7 th -12 th Grade Advisor	\$100 each
Tech. Summer rate	\$32.50/hr
	Maximum of 85 hours per year without authorization
	From the board.

The Fairmount Education Association

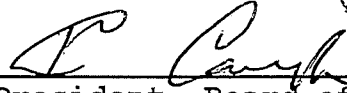
Enters into Agreement with the

Fairmount Public School Board of Education

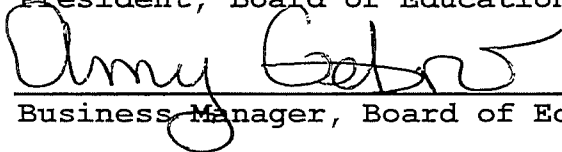
On this 11th day of MAY, 2017



NDEA Local Negotiator



President, Board of Education



Business Manager, Board of Education

2017-2018
 250 Step BS/BS + 10
 350 Step BS+20 - Masters
 1000 Lane Increment
 (2000 Masters)

Step	BS	BS + 10	BS + 20	BS + 30	BS + 40	Masters	M+10
0	\$36,400	\$37,400	\$38,400	\$39,400	\$40,400	\$42,400	\$43,400
1	\$36,650	\$37,650	\$38,750	\$39,750	\$40,750	\$42,750	\$43,750
2	\$36,900	\$37,900	\$39,100	\$40,100	\$41,100	\$43,100	\$44,100
3	\$37,150	\$38,150	\$39,450	\$40,450	\$41,450	\$43,450	\$44,450
4	\$37,400	\$38,400	\$39,800	\$40,800	\$41,800	\$43,800	\$44,800
5	\$37,650	\$38,650	\$40,150	\$41,150	\$42,150	\$44,150	\$45,150
6	\$37,900	\$38,900	\$40,500	\$41,500	\$42,500	\$44,500	\$45,500
7	\$38,150	\$39,150	\$40,850	\$41,850	\$42,850	\$44,850	\$45,850
8		\$39,400	\$41,200	\$42,200	\$43,200	\$45,200	\$46,200
9		\$39,650	\$41,550	\$42,550	\$43,550	\$45,550	\$46,550
10		\$39,900	\$41,900	\$42,900	\$43,900	\$45,900	\$46,900
11		\$40,150	\$42,250	\$43,250	\$44,250	\$46,250	\$47,250
12		\$40,400	\$42,600	\$43,600	\$44,600	\$46,600	\$47,600
13		\$40,650	\$42,950	\$43,950	\$44,950	\$46,950	\$47,950
14		\$40,900	\$43,300	\$44,300	\$45,300	\$47,300	\$48,300
15		\$41,150	\$43,650	\$44,650	\$45,650	\$47,650	\$48,650
16			\$44,000	\$45,000	\$46,000	\$48,000	\$49,000
17			\$44,350	\$45,350	\$46,350	\$48,350	\$49,350
18			\$44,700	\$45,700	\$46,700	\$48,700	\$49,700
19			\$45,050	\$46,050	\$47,050	\$49,050	\$50,050
20				\$46,400	\$47,400	\$49,400	\$50,400
21				\$46,750	\$47,750	\$49,750	\$50,750
22				\$47,100	\$48,100	\$50,100	\$51,100
23				\$47,450	\$48,450	\$50,450	\$51,450
24				\$47,800	\$48,800	\$50,800	\$51,800
25				\$48,150	\$49,150	\$51,150	\$52,150
26				\$48,500	\$49,500	\$51,500	\$52,500
27				\$48,850	\$49,850	\$51,850	\$52,850
28					\$50,200	\$52,200	\$53,200
29					\$50,550	\$52,550	\$53,550
30					\$50,900	\$52,900	\$53,900
31					\$51,250	\$53,250	\$54,250
32					\$51,600	\$53,600	\$54,600
33					\$51,950	\$53,950	\$54,950
34					\$52,300	\$54,300	\$55,300
35					\$52,650	\$54,650	\$55,650
36					\$53,000	\$55,000	\$56,000
37					\$53,350	\$55,350	\$56,350
38					\$53,700	\$55,700	\$56,700
39					\$54,050	\$56,050	\$57,050

2018-2019
 250 Step BS/BS + 10
 350 Step BS+20 - Masters
 1000 Lane Increment
 (2000 Masters)

Step	BS	BS + 10	BS + 20	BS + 30	BS + 40	Masters	M+10
0	\$36,400	\$37,400	\$38,400	\$39,400	\$40,400	\$42,400	\$43,400
1	\$36,650	\$37,650	\$38,750	\$39,750	\$40,750	\$42,750	\$43,750
2	\$36,900	\$37,900	\$39,100	\$40,100	\$41,100	\$43,100	\$44,100
3	\$37,150	\$38,150	\$39,450	\$40,450	\$41,450	\$43,450	\$44,450
4	\$37,400	\$38,400	\$39,800	\$40,800	\$41,800	\$43,800	\$44,800
5	\$37,650	\$38,650	\$40,150	\$41,150	\$42,150	\$44,150	\$45,150
6	\$37,900	\$38,900	\$40,500	\$41,500	\$42,500	\$44,500	\$45,500
7	\$38,150	\$39,150	\$40,850	\$41,850	\$42,850	\$44,850	\$45,850
8		\$39,400	\$41,200	\$42,200	\$43,200	\$45,200	\$46,200
9		\$39,650	\$41,550	\$42,550	\$43,550	\$45,550	\$46,550
10		\$39,900	\$41,900	\$42,900	\$43,900	\$45,900	\$46,900
11		\$40,150	\$42,250	\$43,250	\$44,250	\$46,250	\$47,250
12		\$40,400	\$42,600	\$43,600	\$44,600	\$46,600	\$47,600
13		\$40,650	\$42,950	\$43,950	\$44,950	\$46,950	\$47,950
14		\$40,900	\$43,300	\$44,300	\$45,300	\$47,300	\$48,300
15		\$41,150	\$43,650	\$44,650	\$45,650	\$47,650	\$48,650
16			\$44,000	\$45,000	\$46,000	\$48,000	\$49,000
17			\$44,350	\$45,350	\$46,350	\$48,350	\$49,350
18			\$44,700	\$45,700	\$46,700	\$48,700	\$49,700
19			\$45,050	\$46,050	\$47,050	\$49,050	\$50,050
20				\$46,400	\$47,400	\$49,400	\$50,400
21				\$46,750	\$47,750	\$49,750	\$50,750
22				\$47,100	\$48,100	\$50,100	\$51,100
23				\$47,450	\$48,450	\$50,450	\$51,450
24				\$47,800	\$48,800	\$50,800	\$51,800
25				\$48,150	\$49,150	\$51,150	\$52,150
26				\$48,500	\$49,500	\$51,500	\$52,500
27				\$48,850	\$49,850	\$51,850	\$52,850
28					\$50,200	\$52,200	\$53,200
29					\$50,550	\$52,550	\$53,550
30					\$50,900	\$52,900	\$53,900
31					\$51,250	\$53,250	\$54,250
32					\$51,600	\$53,600	\$54,600
33					\$51,950	\$53,950	\$54,950
34					\$52,300	\$54,300	\$55,300
35					\$52,650	\$54,650	\$55,650
36					\$53,000	\$55,000	\$56,000
37					\$53,350	\$55,350	\$56,350
38					\$53,700	\$55,700	\$56,700
39					\$54,050	\$56,050	\$57,050