



# MASTER AGREEMENT

between

Freshwater Education District No. 6004

and

Education Minnesota Freshwater Education District

Teacher-Itinerant Employee Group

Education Minnesota No. 7335

**July 1, 2023, through June 30, 2025**

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## **ARTICLE I - PURPOSE**

This Agreement, between Education Minnesota Freshwater Education District, Local 7335, hereinafter referred to as the EMFED, and the Freshwater Education District, ISD #6004, hereinafter referred to as the FED, is made pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for T-Is.

## **ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: The FED recognizes the EMFED as the exclusive representative of the T-Is employed by the FED. The EMFED shall have those rights and duties as set out by PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Teacher-Itinerants, as defined in ARTICLE III, section 2, shall comprise the appropriate unit covered by this Agreement They shall be represented by the EMFED.

## **ARTICLE III - DEFINITIONS**

Section 1. Terms and Conditions of Employment: “Terms and conditions of employment” means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than FED payment of, or contributions to, premiums for group insurance coverage of retired Teacher-Itinerants or severance pay, and the FED’s personnel policies affecting the working conditions of the Teacher-Itinerants. The term does not mean educational policies of the FED. “Terms and conditions of employment” is subject to the provisions of PELRA.

Section 2. Teacher-Itinerants (T-I): “Teacher-Itinerants” (T-I) means a person who is employed by the FED in a position requiring a license issued by the Minnesota State Board of Teaching or other appropriate professional license or degree. The term shall not include the Executive Director, principals, or assistant principals, who devote more than fifty percent (50%) of their time to administrative or supervisory duties, confidential/classified employees, supervisory employees, or essential employees.

Section 3. Full-Time Teacher-Itinerants: “Full-time Teacher-Itinerants” are those who work an average of forty (40) hours per week.

Section 4. Part-Time Teacher-Itinerants: “Part-time Teacher-Itinerants” are those who work less than forty (40) hours per week.

Section 5. Freshwater Education District (FED): For purposes of administering this Agreement, “FED” shall mean the Governing Board or its designated representative(s).

Section 6. Immediate Family: “Immediate family” includes spouse, domestic partners, children, grandchildren, grandparents, mother and father, stepchildren, stepparents, sibling(s), and in-laws only.



Section 7. Qualified: “Qualified” means holding valid Tier 3 or Tier 4 licenses in the grade level and subject matter being taught or holding another appropriate license or degree as required by the position.

Section 8. Other Terms: All other terms have meanings as defined by PELRA.

Section 9. Specialist: “Specialist” on the salary schedule means holding a Specialist Degree from an accredited college.

Section 10. Therapist: “Therapist” shall refer to Occupational Therapists, Physical Therapists, and Speech and Language Pathologists holding a bachelor’s, master’s, or doctoral degree and active license in their respective field.

Section 11. Professional Hourly Rate: The “Professional Hourly Rate” shall be defined as the Teacher-Itinerant’s annual salary including longevity and career increment, divided by the total contracted hours, excluding miscellaneous, stipend, and extended time pay.

## **ARTICLE IV – RIGHTS**

### Section 1. FED Rights:

Subd. 1. Inherent Managerial Rights: The EMFED recognizes that the FED is not required to negotiate on matters of inherent managerial policy or discretion, which include, but are not limited to, such areas as budget; utilization of technology; the organizational structure; and selection, direction, and number of personnel.

Subd. 2. Governing Board Responsibilities: The EMFED recognizes the right and obligation of the Governing Board and its representatives(s) to efficiently manage and conduct the operation of the FED within their legal limitations and with their primary obligation to provide educational opportunities for the students of the members of the FED.

Subd. 3. Reservation of Managerial Rights: The forgoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved in this Agreement, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the FED.

### Section 2. T-I Rights:

Subd. 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any T-I or the T-I’s 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 improvement, 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 EMFED.

Subd. 2. Right to Join: T-Is shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. T-Is 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 T-Is.



Subd. 3. Request for Dues Check off: T-Is shall have the right to request dues check off. Upon receipt of a properly executed authorization card of the T-I involved, on or before October 1, the FED will deduct from the teacher's-itinerant's paycheck, beginning October 1 and continuing for fifteen (15) subsequent checks (total of 16) the dues the T-I has agreed to pay. When authorization cards are received after the October 1 cut-off date, the dues will be deducted from the remaining paychecks. The FED will remit monthly all collected dues to the EMFED. Deductions shall be made each pay period, and deductions so made shall be transmitted to the EMFED together with a list of names of the T-Is from whom deductions were made.

Subd. 4. Working Conditions: No T-I shall be required to work under unsafe or hazardous conditions or to perform tasks which endanger the T-I's health, safety, or well-being. Questionable working conditions or unsafe assignments that cannot be resolved with the teacher's-itinerant's supervisor(s) shall be directed to the Executive Director. If not resolved at that level, they may be processed through the grievance procedure.

Subd. 5. Voluntary Transfers: All T-Is shall be eligible to apply for transfer to a vacant teacher position, only if such T-I is qualified to fill that position. The T-I may apply for a transfer to any vacant position for which the T-I is eligible by filing a written application for transfer with the office of the Executive Director with a copy to the appropriate supervisor within five (5) duty days from the date the vacancy is posted. The FED shall consider all timely applications for voluntary transfer before permanently filling any vacant position. The FED shall have the right to fill vacant positions on a temporary basis pending completion of the application process. Each T-I applying for voluntary transfer shall be notified, in writing, of the disposition of such application. In the event that an application for transfer by a T-I eligible for the vacant position is denied and another T-I is transferred or a new T-I is employed in the position, the applying T-I may request and receive from the Executive Director or his/her designee a written review of the reasons for the action.

Subd. 6. Involuntary Transfers or Reassignment: An involuntary transfer or reassignment shall not be used as a punitive measure.

1. Selection for Transfer: A T-I may be involuntarily transferred or reassigned to a vacant position for which the T-I is qualified.
2. Notice of Transfer: A T-I subject to an involuntary transfer or reassignment shall be notified of such transfer or reassignment at least thirty (30) calendar days prior to being transferred/reassigned.

Subd. 7. Meet and Confer: The FED will provide opportunities to meet and confer with representatives of the EMFED on policies and other matters which are not related to the terms and conditions of employment at least three (3) times a year in accordance with PELRA.

## **ARTICLE V – BASIC COMPENSATION SCHEDULES AND RATES OF PAY**

### Section 1. Basic Compensation:

Subd. 1. Rates of Pay: The wages and salaries reflected in SCHEDULE A shall be effective only for the 2023-2024 school year, and T-Is shall advance one (1) increment on the salary schedule subject to the provisions that follow.

Subd. 2. Rates of Pay: The wages and salaries reflected in SCHEDULE B shall be effective only for the 2024-2025 school year, and T-Is shall advance one (1) increment on the salary schedule subject to the provisions that follow.

Subd. 3. Salary Schedules: These salary schedules will remain in effect until they have been modified or replaced through the negotiations process.

Section 2. Status of Salary Schedules: The salary schedule shall not be construed as a part of a T-I's continuing contract. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, a T-I shall be compensated according to the current rate until a successor Agreement is fully ratified, and any increase in compensation shall only be effective as of the date the successor Agreement is fully ratified.

Section 3. Lane Placement on Salary Schedule: The following rules shall be applicable in determining the placement of a T-I on the appropriate salary schedule:

Subd. 1. Germane: Credits to be considered for application on any lane of the salary schedule must be germane to the teaching assignment as determined by the FED.

Subd. 2. Grade and Credits: To apply on the salary schedule, all credits beyond the bachelor's degree must be graduate credits and carry a grade equivalent of "B/P" or higher. A T-I shall not advance more than one (1) lane in any one school year.

Subd. 3. Prior Approval: All credits, in order to be considered for application on the salary schedule, must be approved by the Executive Director in writing prior to taking of the course.

Subd. 4 Effective Date: Individual teaching contracts will be modified to reflect qualified lane changes twice every year providing a transcript of qualified credits is submitted to the Executive Director's office no later than October 1<sup>st</sup> or February 1<sup>st</sup> of each year. After credits are approved, the lane change granted by October 1<sup>st</sup> will be effective for the full year. The lane change granted by February 1<sup>st</sup> will reflect one-half of the monetary value of a full lane change for that school year and full monetary value thereafter. If a transcript is not available by October 1<sup>st</sup> or February 1<sup>st</sup>, other satisfactory evidence of successful completion of the course will be accepted pending receipt of official transcript.

Subd. 5. Advanced Degree Program: A T-I shall be paid on the master's specialist's, or doctorate's degree lane only if the degree program is germane to the teaching assignment as approved by the FED, and the degree program is approved in writing by the Executive Director in advance.

Subd. 6. Application: Credits to apply to lanes beyond a particular lane must be earned after earning of the degree and must be taken from an accredited college or university.



Section 4. Newly Hired Teachers:

Subd. 1. Lane Placement: A newly hired T-I shall be placed on the lane of the salary schedule as provided in this article.

Subd. 2. Step Placement: A newly hired T-I shall be placed on such step of the salary schedule as agreed between the FED and the T-I.

Subd. 3. Salary Schedule: The FED may, at its discretion, place new hires on any step in the appropriate lane on the salary schedule.

Section 5. Step Advancement: A new T-I must be employed and actually teach a minimum of one hundred thirty-five (135) days to qualify for salary step advancement.

Section 6. Pay Deduction: Whenever pay deduction is made for T-Is' absence, the annual salary divided by the number of duty days shall be deducted for each day's absence. "Annual salary" shall include the T-I's basic salary and pay for additional/extended assignments for which the T-I is responsible when absent, if any.

Section 7. Substitute T-I Pay: See the FED Policy 400.09L.

Section 8. Salary Payments: The salary shall be deposited directly into the T-I's individual bank account per the FED's Policy 400.10L.

Section 9. Work Schedules: The FED reserves the right to set and modify work schedules as it deems appropriate, in accordance with this Agreement. The T-Is' work week, inclusive of lunch, shall be forty (40) hours.

Section 10. Voluntary Modification of Assignment: In the event of a staff shortage/emergency, the FED may ask a T-I to complete an assignment for which they do not normally do. The T-I, upon acceptance of the assignment, may perform the other duties without penalization or expectation of completing T-I duties beyond the hours filled volunteering to assist the FED with emergency coverage. Compensation for voluntary assignments beyond the normal duty day will be at the rate of pay of the voluntary assignment would usually receive.

Section 10. Career Increment: Once a T-I has completed twelve (12) years of service, at a minimum of .5 FTE (1,224 hours) per year, as a T-I in the FED, the T-I shall be eligible for an annual career increment of two-thousand five hundred dollars (\$2,500.00). The career increment shall be added to the T-I's annual salary, commencing immediately upon completion of the twelfth (12<sup>th</sup>) year. This amount will be prorated annually based on the T-I's FTE.

**ARTICLE VI - ADDITIONAL PAY**

Section 1. Extended Year Employment: T-Is who work extended days shall be paid at the same daily rate of pay as the T-I makes during the regular school year. A separate notice of assignment will be issued if the extended days do not appear on the annual notice of assignment.



Section 2. Ancillary Teaching Services: Ancillary T-Is who voluntarily accept positions to provide ancillary teaching services - defined as eight (8) hours or less per week - during the duty year shall be compensated through billed payroll at an hourly rate of not less than twenty-seven dollars (\$27.00) per hour.

Section 3. Stipends: When the FED offers stipends, the stipend rate shall be one-hundred twenty dollars (\$120.00) per day based on an eight (8) hour day and pro-rated if less than eight (8) hours. Stipends will only be paid for days the T-I is not already being paid.

Section 4. Performance of Duties During Preparation Time: Should a T-I be requested to use scheduled preparation time to perform other duties, the T-I shall be compensated at the rate of twenty-six dollars (\$26.00) per hour. T-Is shall have the right to refuse to relinquish their preparation time.

Section 5. Mentorship Stipend: A T-I may voluntarily, in writing, upon request by the FED, to accept a peer mentoring position to assist probationary T-Is in learning processes of the FED organization and to meet the necessary PELSB mentorship requirements. Mentor/mentee teams will be given time for observation during the school day. At the start of the year, the FED will outline the expected duties and activities of mentors prior to the T-I deciding whether to accept a mentoring position. The mentor will also be given flexibility to create, with approval of the FED, additional training germane to the assignment of the mentee. The stipend for the mentor shall be three hundred fifty (\$350.00) dollars for the school year. A T-I shall receive an additional one hundred seventy-five (\$175.00) dollars for each additional mentee assigned for the school year. If the duties are not fulfilled, the FED may elect to choose a new mentor and the stipend shall be prorated. Once a mentor is assigned, written logs/checklists will be submitted to the FED once per month. Logs/checklists must include topics discussed, the date in which the parties met, and mentor/mentee signatures.

Section 6. Qualified Therapist Stipend: A "Qualified" "Therapist" shall receive a \$1,000.00 stipend on the first pay period in September and February each fiscal year. The stipend shall be prorated based on the Therapist's FTE.

## **ARTICLE VII – LONGEVITY**

Section 1. Eligibility: (*Sunset- 01/01/2012*) A T-I who was hired on or before 12/31/11 will be eligible for Article VII – Longevity. T-Is hired on or after 1/1/12 will not be eligible for this article. A T-I who has reached the "FED Rule of "60" (age plus years of continuous Board approved salary notice T-I service to the FED) and who has been employed by the FED for at least fifteen (15) continuous years of teaching shall be eligible for the longevity benefit. For the purposes of longevity, a year of service is granted on each anniversary date of employment by the FED, effective the following school year. Eligible T-Is shall receive as longevity pay an amount equal to five percent (5%) of their base salaries for a maximum of ten (10) years, not to exceed a lifetime total of thirty-thousand dollars (\$30,000.00).

Section 2. Payroll: Longevity pay shall be paid by the FED in regular payroll installments; and shall not be granted to any teacher- itinerant who is no longer employed by the FED.

## **ARTICLE VIII - SUBSTITUTE TEACHER-ITINERANTS**

Section 1. Compensation: Substitute T-Is shall be compensated at a rate set in current FED Policy 400.09L. ECFE/SR/FL substitute T-Is will be paid at a rate set in current FED Policy 400.09L.

Section 2. Arranging for Substitutes: Once a T-I reports not being available for work, if a substitute is needed, the building supervisor(s) or his/her/their designee shall be responsible to obtain a substitute. T-Is will neither be required nor prohibited from finding their own substitute.

Section 3. Substitute Placement on Salary Schedule: After substituting thirty (30) consecutive working days for one (1) T-I or one (1) ECFE/SR/FL T-I, a substitute shall be placed on the salary schedule (where appropriate) and paid retroactively back to the first (1<sup>st</sup>) day and continue on probation until eligible for continuing contract status. The FED may hire a qualified, long-term substitute and place him/her on the salary schedule from the first (1<sup>st</sup>) day.

## **ARTICLE IX - TEACHER-ITINERANT RESPONSIBILITIES**

T-Is shall comply with all rules, regulations, and directives adopted by the Governing Board or its representative(s), provided that the T-Is are informed of such in writing. A T-I who believes a rule, regulation, or directive of the Governing Board or its representative(s), as it pertains to the terms and conditions of employment, is unreasonable may invoke the grievance procedure.

## **ARTICLE X - GROUP INSURANCE, HRA, AND OTHER BENEFITS**

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the FED as provided by law.

Section 2. Selection of School District's Group Health and Hospitalization Plan: The parties agree to revisit this article if evidence shows a negative impact (fines, assessments, etc.) on the FED as a result of ACA requirements.

Section 3. Eligibility: Full benefits provided in this article are designed for full-time T-Is who are employed an average of forty 40 hours of service per week, one-thousand four-hundred forty-eight (1,448) hours annually. Part-time T-Is who are employed an average of at least one hundred thirty (130) hours of service per month, shall be eligible for partial benefits proportional to the extent of their employment. Part-time T-Is employed less than an average of one hundred thirty (130) hours of service per month and substitute teachers shall not be eligible for any benefits pursuant to this Agreement. Insurance plan eligibility is subject to any limitations contained in the contract between the insurance carrier and the FED.



Section 4. Health Insurance Contributions: A monthly sum not to exceed \$671.00 (\$8,052.00 annually) effective September 1, 2023 and \$692.00 (\$8,304.00 annually) effective September 1, 2024, shall be paid by the FED towards a full-time T-I's health insurance premium under the FED's group health insurance plan. T-Is working less than full time shall receive the following monthly contributions based on percentage of full time equivalent:

FTE	Effective 9/1/2023	Effective 9/1/2024
100%	\$671	\$692
95-99%	\$665	\$686
90-94%	\$631	\$651
85-89%	\$598	\$616
80-84%	\$564	\$582
75-79%	\$531	\$547
<75%	Ineligible	Ineligible

Subd. 1. FED Health Premium and HRA Contributions: In the event a T-I participates in a FED integrated health plan, and the T-I's monthly premium for a single or family health plan is less than the FED's monthly contribution, the difference will be contributed to the T-I's integrated HRA account.

Section 5. Eligible HRA Contributions for T-Is who are Not on the FED Health Insurance: (*Sunset 07/01/15*) Only T-Is who were employed by the FED prior to July 1, 2015, and who had waived coverage under FED's health and hospitalization plan, and had been receiving an HRA contribution due to a qualified waiver, shall be eligible for this HRA benefit. Upon proof of continuing qualified coverage (proof to be provided at least two (2) times each year), shall receive a monthly contribution of four hundred seventy-five dollars (\$475.00) into that T-Is HRA account. This Section 5 shall sunset effective upon the retirement or termination of employment of those T-Is participating as of 07/01/15.

Subd. 1. Continuous Proof of Qualified Waiver: T-Is who qualified and therefore receiving contributions into the HRA account shall provide proof of qualified coverage at least two (2) times per calendar year. Proof shall be provided within forty-five (45) days of district request for documentation. If a T-I does not provide the proper proof within those forty-five (45) days, that T-I shall forfeit further FED deposits into the HRA account. The T-I may then enroll in FED insurance at the next open enrollment period unless the reason for lack of proof is due to loss of coverage or another event which would be a qualifying event. In that case, the T-I could seek immediate enrollment in FED insurance under the qualifying event clause.

Subd.2. Movement Between a qualified waiver and the FED Health Insurance: T-Is who move from a qualified waiver and onto the FED health insurance shall not be allowed to switch back to the waiver at a later date.



Section 6. Post-Employment HRA: (*Sunset 6/30/2007*) T-Is hired before July 1, 2007, and after ten (10) years of continuous T-I service with the FED, who retire from FED, shall be eligible for an annual post-employment HRA contribution up to \$6,500.00. This eligibility will continue until the retired T-I is eligible for Medicare benefits or a maximum of ten (10) years, whichever is less. For the purposes of continuing HRA contribution after retirement, a year of service will be granted on each anniversary date of employment by the FED.

- a) Qualifications: To qualify for Subd. 3. above, a T-I who is laid off by the FED and has at least ten (10) years of continuous, contracted T-I service with the FED, may choose to retire. The FED's contribution will not exceed six-thousand five-hundred dollars (\$6,500.00) per year.
- b) Eligibility: T-Is hired after June 30, 2007, are not eligible for Subd. 2. above. Instead, they will be eligible for Section 7 below.

Section 7. 403(b)/457(b) Matching Program: (*Effective 7/1/07*) T-Is *hired after June 30, 2007*, only, will be eligible for the FED's 403(b)/457(b) annuity Matching Program as defined in this section.

Subd. 1. Purpose: This benefit requires participation by the T-I together with a matching contribution from the FED.

Subd. 2. Eligibility: Only T-Is who have completed at least three (3) continuous years, of at least seventy-five percent T-I service with the FED are eligible to receive the FED's matching contribution. However, a new T-Is, who was currently participating in an employer match plan at the date of employment with the FED, will be recognized as having prior credit with placement at the New T-Is' cell. In order to count as a year of T-I service, the T-I must have worked as a T-I at least ninety (90) days during the school year. Time spent employed by the FED in a substitute capacity does not count toward this eligibility requirement. These requirements shall also apply when calculating the amount of the FED's matching contribution, including but not limited to, the requirement that the level of the FED's matching contribution depends upon the T-I's accumulated years of T-I service of seventy-five percent (75%) or more and will be pro-rated.

Subd. 3. Amount of the FED Match: Subject to all requirements contained in this article, the FED's annual matching contribution shall be determined as follows:

<b>Accumulated Years, of at Least 30 Hours a week, T-I Service to the FED</b>	<b>Maximum Annual FED Matching Contribution</b>
0-3 Years	\$0.00
New TIs' (with prior like benefit)	\$450.00 for 3 Years
4-8 Years	\$700.00
9-15 Years	\$950.00
16+ Years	\$1,200.00

Subd. 4. Maximum FED Contribution: The FED's maximum contribution to each T-I will not exceed twenty-six thousand dollars (\$26,000.00) life time maximum.

Subd. 5. T-I Contribution Requirements: In order to receive the FED's matching contribution, a T-I must select the T-I's 403(b) /457(b) contribution and select the FED-approved provider from the following list. The T-I must complete a "Salary Reduction Agreement" (SRA) by February first (1) of the current year. Contributions will annually continue as elected unless a new SRA is completed by October first (1) of current year. The FED shall match a T-I's contribution in equal installments throughout the year up to the applicable amount as specified in Subd. 3. above. Following receipt of the election form, the FED's contribution will begin within 30 business days or the next possible payroll. Match forms must be received no later than February 1<sup>st</sup> to be eligible to receive the qualified amount of the employer's match effective for that fiscal year.

PROVIDER LIST:

- Ameriprise Financial Services,
- Great American Financial Resources – GALIC Disbursing Company,
- Great West Retirement Services,
- Horace Mann Educated Financial Solutions,
- MN State Deferred Compensation Plan,
- Thrivent Financial,
- Variable Annuity Life Insurance Company,
- ESI-EBC,
- Oppenheim Funds,
- Invesco, and
- Others as mutually agreed upon by the EMFED and the FED.

Any change in the provider list needs to be mutually agreed upon between the EMFED and the FED. The T-I's election shall not be subject to revocation or modification for the remainder of the school year. A T-I may elect to contribute more than the FED match. This article establishes only the FED's maximum matching contribution. A T-I on an unpaid leave of absence may not participate in the matching 403(b) program.

Section 8. Short-Term Disability Protection Insurance: The selection of the insurance carrier and policy shall be made by the FED as provided by law. Effective September 1, 2023, the FED agrees to furnish and pay the full premium for a short-term disability plan for each T-I not on a leave of absence without pay. Effective September 1, 2024, short-term disability coverage shall be elected by the T-I on a voluntary basis and the premium shall be borne by the T-I.

Section 9. Long-Term Disability Insurance: The selection of the insurance carrier and policy shall be made by the FED as provided by law. The FED agrees to furnish and pay the full premium for a long-term disability insurance plan for each T-I not on a leave of absence without pay.

Section 10. Life Insurance: The FED shall provide group term life insurance up to fifty-thousand dollars (\$50,000.00) for each T-I who qualifies for this benefit. This benefit will be pro-rated according to ARTICLE III, Sections 3 and 4. Part-time T-Is have the option to pay the balance of the premium in order to receive the full benefit. Retiring T-Is have the right to remain in the life insurance group for up to ten (10) years following retirement. T-Is choosing to remain in the life insurance group upon retirement shall pay their own premiums unless covered by other provisions of this Agreement. At age sixty-five (65), the life insurance benefit amount will be reduced according to the terms of the group life insurance policy.

Section 11. Workers' Compensation: Pursuant to M.S. Chapter 176, a teacher injured on the job in the service of the FED and collecting workers' compensation insurance may draw sick leave and receive full salary from the FED, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 12. Claims against the FED: Any description of benefits contained in this article is intended to be informational only, and the management of contributed funds is the responsibility of the T-I and the provider selected by the T-I. The FED's only obligation is to make contributions as specified in this article, and no claim shall be made against the FED for any action taken or not taken relating to the benefits provided in this article. The EMFED agrees to defend and indemnify the FED in the event any such claim is made against the FED.

Section 13. Duration of Insurance Contributions: A T-I is eligible for a FED insurance contribution as provided in this article as long as the T-I is employed by the FED, is on paid status, and is enrolled in the FED's group health and hospitalization insurance plan. Upon termination of employment, all FED insurance contributions shall cease except that a T-I who has completed the school year shall be eligible for contributions through the month of August.

Section 14. Employee Assistance Program: For each T-I, the FED agrees to furnish and pay for an employee assistance program that offers confidential independent counseling and professional guidance as outlined in the policy.

Section 15. Paraprofessionals Becoming Teachers: If a FED special education paraprofessional is hired by the FED as a T-I, the years spent as a special education paraprofessional will count as years of service to the FED for the purposes of benefits, but not for the purposes of seniority.

## **ARTICLE XI - LEAVES**

### Section 1. Earned Sick and Safe Time (ESST) Leave:

Subd. 1. Earning: T-Is shall be granted eighty-eight (88) hours of ESST leave at the beginning of each year of employment as a T-I for the FED. Part-time T-Is working seven hundred twenty-four (724) hours or more will earn ESST leave on a prorated basis. T-Is working less than seven hundred twenty-four (724) hours shall accrue one (1) hour of ESST leave for every thirty (30) hours worked.



Subd. 2. Accumulation: Unused ESST leave hours may accumulate to a maximum of nine hundred sixty (960) hours.

Subd. 3. Post-Employment HRA Contribution: A T-Is who ends the year with an accumulated ESST leave balance greater than 960 hours shall receive a contribution into their post-employment HRA account in the amount of the excess hours at the T-I's "professional hourly rate." Each T-I shall be capped at a lifetime maximum post-employment HRA contribution of four thousand two-hundred twenty-five dollars (\$4,225.00).

Subd. 4. Use: ESST leave may be used by a T-I in accordance with M.S. 181.9447, Subd.1. Pursuant to M.S. 181.9445, a T-I may use their accumulated ESST leave and the FED limits use as permissible.

Subd. 5. Medical Statement: The FED may require a T-I to furnish a medical certificate from a qualified physician in accordance with state and federal law as evidence of any illness and/or disability pursuant to this section, indicating such absence was due to illness and/or disability, in order to qualify for ESST leave pay. The final determination as to the eligibility of a T-I's use of ESST leave is reserved to the FED. In the event that a medical certificate will be required, the T-I will be so advised in writing.

Section 2. Bereavement: A T-I may use up to three (3) days of leave for the death of a T-I's "immediate family" member, subject to the discretion of the Executive Director. These days shall be deducted from earned sick and safe time leave.

Section 3. Personal Leave: The FED shall grant four (4) days of personal leave per year for each T-I. A maximum of one (1) unused personal leave day shall be carried over. A T-I shall begin the year with no more than five (5) days of personal leave. A day is defined as the basic work day assigned to a T-I.

Section 4. Discretionary Leave without Pay: A situation might arise under which a T-I would not qualify for leave under the provisions of Section 2. Should such a situation arise, a T-I may make a written request to the Executive Director for discretionary leave without pay detailing the circumstances for the request. The FED shall have authority to approve or disapprove such requests. In such case, no deduction of sick leave will be made. The T-I's daily rate will be used.

Section 5. Jury Duty: When a T-I serves on jury duty, the FED shall pay the T-I's full salary provided that such T-I agrees to return to the FED all wages received for serving on jury duty. The T-I is responsible to report the occurrence of jury duty days to the T-I's immediate supervisor.

Section 6. Leaves for Court Hearings: Court leave with pay shall be granted to T-Is-for the time necessary to make appearance(s) in any court proceeding resulting from "work-related activities" or to fulfill a civic obligation under subpoena or under conditions in which a subpoena would be issued by the court. This leave shall not apply to court proceedings initiated by the T-I or the T-I's representative against the FED.

Section 7. Child Care Leave: The FED agrees to allow each T-I, upon the birth or adoption of a child, maternity/paternity leave of up to twelve (12) months of which up to six (6) weeks may be paid maternity/paternity or the amount of accumulated personal sick leave, whichever is less. A T-I who wants maternity/paternity leave shall notify the T-I's supervisor in writing of the T-I's intent to take said leave no less than two (2) months prior to the start of said leave or, under extenuating circumstances, as soon as possible.

Section 8. Leaves for Educational or Professional Growth:

Subd. 1. Sabbatical Leave: A full-time T-I who has completed at least five (5) years of T-I service in the FED is eligible for a sabbatical leave of up to one (1) year to engage in activities which are likely to make the T-I better qualified to perform the T-I's duties. The following procedures and regulations are applicable:

1. Applications: Written applications for sabbatical leave are to be submitted to the LCERC which will evaluate them and recommend to the Governing Board the applications for which it believes leave should be granted. The Governing Board shall decide which applicants are to be granted leave. Applications must be submitted before February 1 and shall be acted upon before March 1 of the year proceeding the year of requested leave.
2. Selection Criteria: The following criteria will be considered in selecting the teacher-itinerants to be granted sabbatical leave:
  - the merit of the objectives as they relate to improving the T-I's job function,
  - years of T-I experience in the FED,
  - previous sabbatical leave(s),
  - distribution of leaves by programs, and
  - evidence of acceptance of the T-I's program or project by the college or university offering the advanced study, research, or degree.
3. Salary: A full-time T-I on sabbatical leave shall be paid a salary of one-half (1/2) of the salary the T-I would have received for working in the FED during that school year and shall also receive one-half (1/2) of the FED's contributions toward fringe benefits, if any, for which the T-I qualifies and is enrolled. The sabbatical salary of a T-I on sabbatical leave for less than an academic year shall be pro-rated accordingly.
4. Full-Time: A T-I on sabbatical leave may accept scholarships, fellowships, or other financial aids without reduction of the T-I's sabbatical salary. However, said T-I is required to devote full-time to the activities for which the leave was granted and must submit evidence of this devotion to the Governing Board and/or its representatives(s) on return to the FED. A T-I's sabbatical salary shall be reduced appropriately if the T-I does not devote full-time to the activities for which the leave is granted.
5. Return to Work: A T-I who is granted a sabbatical leave must agree to return and work for two (2) years in the FED after completion of the leave, unless the T-I is no longer able to work for physical or psychological reasons. A teacher- itinerant who does not return within one (1) year must reimburse the FED for the sabbatical salary received. A T-I who returns for less than two (2) years must repay a pro-rated portion of the salary received.



6. Salary Schedule Placement: For purposes of determining the step on the salary schedule for which a returning T-I qualifies, a year of sabbatical leave or major fraction thereof shall be counted. The sabbatical year will not be counted as a year of experience if during the leave the T-I earned graduate credits that qualified the T-I for a lane change.
7. Miscellaneous: For purposes of determining T-I's eligibility to participate in professional organizations, group insurance plans (should the T-I decide to pay the T-I's own way), T-Is on sabbatical leave shall be considered to be members of the FED staff.
8. Return from Leave: A T-I, upon return from a sabbatical leave, shall be restored to the T-I's former position if that position still exists or to a position of like nature and status. The T-I shall maintain continuing contract rights, accumulated sick leave, and all other accrued benefits provided in this Agreement.

Subd. 2. Extended Leave of Absence for Educational Purposes without Pay: A full-time T-I who has completed at least two (2) years of T-I service in the FED is eligible for an extended leave of absence without pay for a period to be acceptable to the Governing Board to engage in activities which are likely to make the T-I better qualified to perform the T-I's duties. The following procedures and regulations are applicable:

1. Applications: Applications for extended leave of absence without pay are to be submitted to the Governing Board. The Governing Board shall decide which applicants are to be granted leave. Applications must be submitted before March 1 and shall be acted upon before April 1 of the year proceeding the year of requested leave.
2. Selection Criteria: The following criteria will be considered:
  - the merit of the objectives as they relate to improving the related program,
  - years of T-I service in the FED, and
  - evidence of acceptance of the T-I's program or project by the college or university offering the advanced study, research, or degree.
3. Financial Assistance: A T-I on extended leave of absence without pay may accept scholarships, fellowships, or other financial aids.
4. Salary Schedule Placement: For purposes of determining the step on the salary schedule for which a returning T-I qualifies, the period of extended leave of absence without pay shall not be counted.

For purpose of determining the T-I's eligibility to participate in professional organizations, and existing group insurance plans (should the T-I decide to pay the T-I's own way), T-Is on extended leave of absence without pay shall be considered to be members of the FED staff.

5. Return to Work: A T-I, upon return from extended leave of absence without pay, shall be restored to the T-I's former position if that position still exists or to a position of like nature and status. The T-I shall maintain continuing contract rights (if earned), accumulated sick leave, and all other accrued benefits provided in this Agreement.



Section 9. Leave of Absence Without Pay:

Subd. 1. Specifics: A T-I may be granted a leave of absence without pay for a specific period of time upon submitting a written application directly to the T-I's supervisor for approval by the Executive Director and the Governing Board. The period of such leave shall not be counted toward working experience, although seniority, sick leave, and other benefits contained in this Agreement will be retained by the T-I. Should the T-I not return on expiration of leave, and, in the absence of any other agreement with the Governing Board, all prior rights will be forfeited.

Subd. 2. Notification: A T-I on such leave shall notify the Executive Director in writing no later than April 1 of the final leave year of the T-I's intention to return at the conclusion of the leave or to request an extension of the leave. The granting of an extension shall be at the sole discretion of the Governing Board. The Governing Board may also, at its sole discretion, waive the April 1 notice date as it determines.

Section 10. Leave of Absence to Attend Statutory Meetings of Local Government Agencies: Any T-I may, after submitting a written application to the T-I's supervisor(s) at least three (3) days in advance of the date of requested leave, be absent to attend, as an elected representative or participant, statutory meetings of local government agencies (i.e., township governing board), or to serve as election judges in local, state, and federal elections. The FED shall pay the T-I's full salary, provided that such T-I agrees and returns to the FED all wages received for attending the meetings covered in this section. Reimbursed expenses belong to the T-I.

Section 11. School Closing:

Subd. 1. Assigned Site Closings: T-Is will make up any full days lost, due to inclement weather or other emergencies, at their assigned site.

Subd. 2. Other Closings: In the event Minnesota schools are closed by the Commissioner of Education, Governor, or other state authority, the FED offices will be closed, and time missed will not be deducted from any employee's personal leave or incur a payroll deduction.

Section 12. Family and Medical Leave Act (FMLA):

Subd. 1. Purpose: Pursuant to the FMLA, 29 U.S.C. 2601 et. seq. an eligible T-I shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per twelve (12)-month period in connection with the following:

- the birth and first-year care of the T-I's child;
- the adoption or foster placement of the T-I's child;
- the serious health condition of a T-I's immediate family in accordance with ARTICLE III Section 6: and
- the T-I's own serious health condition.

Subd. 2. Salary and Fringe Benefits: Such leave shall be unpaid, except an eligible T-I, during such leave, shall be eligible for regular FED health benefit contributions as provided in this Agreement for the period of the leave but not to exceed twelve (12) weeks per twelve (12)-month period, notwithstanding any other provisions of this Agreement.

Subd. 3. Eligibility: To be eligible for the benefits of this section, a T-I must have been employed by the FED as a T-I for the previous twelve (12) months and must have been employed for at least one-thousand two-hundred fifty (1,250) hours during such twelve (12) month period.

Subd. 4. Paid Leave under Agreement: While FMLA leaves, except for eligible health benefit contributions as provided in Subd. 2. above, are unpaid, nothing shall preclude a T-I from utilizing paid leave otherwise provided in this Agreement, provided the T-I qualifies for the paid leave (i.e., sick leave or personal leave) pursuant to the provisions of this Agreement governing such leaves. Moreover, nothing in this Agreement shall be construed to require or prevent the FED from combining leaves for a period of time that exceeds the leave provided by this section or the period of time for leaves provided in other sections of this Agreement.

Subd. 5. Notification: The T-I will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The T-I shall further make reasonable efforts to schedule any treatment so as to minimize disruption of the work of the FED.

Subdivision 6: Family Medical Leave Act: Leave shall be granted in accordance with the current Federal Family Medical Leave Act and in coordination with the applicable leaves in this Master Agreement.

Section 13. Education Minnesota Freshwater Education District (EMFED) Leave: The EMFED representatives shall have up to four (4) days of the EMFED leave available. The first two (2) days shall be paid by the FED. The second (2) days shall be paid for by the EMFED in the event a substitute is required. All EMFED leave must be approved in writing by the executive committee of the EMFED prior to the representative's use.

Section 14. Pay Deduction: Whenever a pay deduction is made for a T-I's absence, the annual salary divided by the number of duty days shall be deducted for each day's absence.

## **ARTICLE XII - JOB POSTINGS**

Section 1. Procedures: All job openings for positions in excess of three-hundred sixty (360) hours annually shall be posted. In the event of a job posting, the job will be announced by posting for a period of five (5) work days. Each notice shall include the date of posting. Job openings for positions of seven hundred twenty-four (724) annual hours or more must be publicly advertised. However, less than seven hundred twenty-four (724) hour positions may be advertised at the discretion of the supervisor(s).

Section 2. Posting Place: All postings will be placed on the appropriate bulletin boards in each FED building. Postings will normally be emailed to each EMFED T-I the same day that paper postings are placed in the FED buildings.

## **ARTICLE XIII - UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY**

Section 1. Purpose: The purpose of this article is to agree upon a plan for reduction in work force by implement the provisions of MS 122A.40, Subd.10, which article, when adopted, shall constitute the required plan for ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.



Section 2. Definitions: For purposes of this article, the terms defined shall have the meanings respectively ascribed to them.

Subd. 1. T-Is: "T-Is" shall mean those members of the unit as defined by PELRA and this Agreement, except the provisions of this article shall not be applicable to any other bargaining unit member who is not a teacher as defined by MS 122A.40.

Subd. 2. Qualified: "Qualified" shall mean a T-Is who, in addition to the state license, has a major in the subject matter or field taught and has successfully had teaching experience in such subject matter or field within the past five (5) years.

Subd. 3. Seniority: "Seniority" applies only to Tier 3 and Tier 4 qualified T-Is and commences with the first day of continuous teacher service in the FED. For seniority purposes, T-Is employed as education district coordinators and consultants will be considered as part of the subject matter area most closely related to the T-I's current assignment as determined by the FED.

Section 3. ULA:

Subd. 1. Terms: The Governing Board may place on ULA, such T-Is as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts/organizations. Such leave of absence shall continue for a period of five (5) years, after which the right to reinstatement shall terminate; provided the T-Is right to reinstatement shall also terminate if the T-I fails to file, with the Executive Director, by April 1<sup>st</sup> of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year.

Subd. 2. Notice: T-Is placed on such leave shall receive notice by July 1<sup>st</sup> of the school year prior to the commencement of such leave with reasons for said ULA placement.

Following action by the FED to discontinue positions and the FED Governing Board action proposing placement of a T-I on unrequested leave of absence, each T-I proposed for placement on unrequested leave of absence shall receive Notice of the proposed placement that:

- a) States the applicable grounds for the proposed placement;
- b) Provides Notice to the T-I of their right to request a hearing on the proposed placement within 14 days from receipt of the Notice; and
- c) Provides Notice to the T-I that failure to request a hearing will be deemed acquiescence to the FED's proposed action.

Subd. 3. Right to a Hearing and Decision: If the T-I properly request a hearing, either with the FED or an arbitrator, and a hearing is held, an arbitrators' determination shall be deemed final and is not subject to another grievance of this Agreement.

Subd. 4. Placement: T-Is shall be placed on ULA in inverse order of seniority in the field and subject matter employed.

Subd. 5. Affirmative Action Program: This section shall not apply if its application will result in any violations of the FED's affirmative action program which shall include ethnicity, race, color, or sex; and any T-I employed in an affirmative action program may be retained in the same field or subject matter of a T-I with greater seniority if such retention is necessary to effectuate the purposes of such affirmative action program.



Subd. 6. Tie-Breaker: In the event a reduction in number of T-Is creates a situation requiring that a choice be made among teachers who have equal seniority, the selection of the T-I(s) for purposes of reduction shall be according to file folder number, with the lowest file folder number(s) being retained.

Subd. 7. Years of Service: Any T-I placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment insurance if otherwise eligible for such compensation under that way, and such leave will not result in a loss of credit for years of service in the FED earned prior to the commencement of such leave.

Section 4. Realignment: For purposes of placement on ULA or recall from ULA, nothing in this article, shall require the FED to reassign a senior T-I to a different position for which she/he is not qualified, as defined in "Section 2." above, to accommodate the seniority claims of a junior T-I.

Section 5. Reinstatement:

Subd. 1. Process: No new T-I shall be employed by the FED while any qualified T-I is on ULA in the same field and subject matter. No Tier 1 or Tier 2 T-I shall be hired if a Tier 3 or Tier 4 T-I is on ULA. T-Is placed on ULA shall be reinstated to the positions from which they have been given leave or any other available positions in the FED in the fields in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which T-Is were placed on ULA.

Subd. 2. Notices: When placed on ULA, a T-I must file her/his name and address, to which any notice of reinstatement or availability of position shall be mailed, with the FED personnel office. Proof of service by the person in the FED depositing such notice to the T-I at the last known address shall be sufficient, and the T-I on ULA shall be responsible to provide for forwarding of mail or for address changes. Failure of a notice to reach a T-I shall not be the responsibility of the FED if any notice has been mailed as proved in this article.

Subd. 3. Acceptance of Reemployment: If a position becomes available for a qualified T-I on ULA, the FED shall mail the notice to such T-I who shall have thirty (30) days from the date of such notice to accept the reemployment. A T-I on unrequested leave does not forfeit the right to reinstatement when accepting a position for less than the full position the T-I was placed on leave from; nor does the T-I forfeit their right to reinstatement when refusing an offer of recall of less than the ULA'd position. Failure to accept, in writing, within such thirty (30) day period shall constitute a waiver on the part of the T-I to any further rights of employment or reinstatement, and that T-I shall forfeit any future reinstatement or employment rights.

Subd. 4. Reinstatement Rights: Reinstatement rights shall automatically cease five (5) years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the Governing Board and the qualified T-I.

Section 6. Establishment of Seniority List:

Subd. 1. Preparation: The Governing Board shall annually cause a seniority list (by name, date of employment, qualification, and subject matter or field and tiered licensure status) to be prepared from its records. The Governing Board shall thereupon cause such list to be posted in an official place in each school building of the Education District by January 31<sup>st</sup> annually.

Subd. 2. Request for Change: Any T-I whose name appears on such list and who may disagree with the order of seniority in said list shall have twenty (20) days from the date of posting to supply written documentation, proof, and request for seniority change to the Executive Director.

Subd. 3. Final List: With ten (10) days thereafter, the Education District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes that are deemed warranted. A final seniority list shall thereupon be prepared by the Education District which list as revised shall be binding on the Education District and any T-I.

Subd. 4. Multiple Seniority Lists: Four (4) seniority classes shall exist, each with its own seniority list, and no bumping shall be allowed between each list. The seniority lists are as follows:

List 1: “Teacher-Specialists” including “independent study teachers”;

List 2: Early Childhood Family Education (ECFE) Teachers/ School Readiness/Family Literacy Teachers;

List 3: Adult Basic Education (ABE) Teachers: this list shall be by site, with seniority only within the individual site, and may result in multiple ABE lists, one (1) per site, but no bumping, realignment, or recall shall be allowed among the sites. Seniority may be earned only at the site at which an ABE teacher serves;

Section 7. Filing of Licenses: In any year in which a reduction of teaching positions is occurring and the FED is placing T-Is on ULA, only those licenses actually received in the Executive Director’s office for filing as of January 15<sup>th</sup> of such year shall be considered for purposes of determining lay-off within areas of licensure for the following school year. A license filed after January 15<sup>th</sup> shall be considered for purposes of recall but not for the current reduction.

Section 8. Effect: This article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause. This article shall govern all T-Is as defined in Section 2, Subd. 1. above and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement or other Master Agreement affecting such licensed employee.

Section 9. Procedure: Any challenge by a T-I who is proposed for placement on ULA or recall therefrom shall be subject to the hearing and review procedures as provided in MS 122A.40 and, therefore, shall not be subject to the grievance procedure.

## **ARTICLE XIV - WORK YEAR**

Section 1. Duty Days: The Governing Board shall establish the number of FED days and T-I duty days for the next year, and the T-I shall perform services on those days as determined by the Governing Board, including those legal holidays on which the Governing Board is authorized to conduct school and, pursuant to such authority, has determined to conduct school. The school year shall consist of one-hundred eighty-one (181) duty days.



Subd. 1. Professional Local Options Research or Development (PLORD): All T-Is are required to complete eight (8) hours of PLORD. These eight hours are included in the 181 duty days. Examples of professional application include, but are not limited to, professional learning communities, curriculum development, learning project research, curriculum writing, job site safety training, and parent/teacher meetings. PLORD hours are to be conducted outside of the normal work day hours. The T-I's choice of PLORD hours shall be reviewed and approved by FED administration.

Section 2. Modifications in Calendar, Length of School Day:

Subd. 1. Calendar Modifications: In the event of energy shortage or other exigency, the FED reserves the right to modify the school calendar, and if school is closed on normal duty day(s), the T-I shall perform duties on such other day(s) in lieu thereof as the FED shall determine.

Subd. 2. Other Modifications: In the event of energy shortage, severe weather, or other exigency, the FED may modify the duty day or duty week but with the understanding that the total number of hours shall not be increased, (i.e., a four (4) day week with increased hours per day but the total weekly hours not more than the regular five (5) day week).

Section 3. Stretch Calendar: A "stretch calendar" is used by T-Is to provide year-around programming for students. Therefore, T-Is are scheduled to work days during the summer months for programming which they will then take off during the school year to meet their yearly contract days.

Section 4. Preparation Time: For each twenty-five (25) minutes of student-contact time, the T-I shall be allocated five (5) minutes of daily preparation time in no more than two (2) relatively equal blocks of time.

## **ARTICLE XV - PERSONNEL FILES**

Section 1. Contents: The FED shall maintain complete personnel files for each T-I, in accordance with state and federal data privacy laws. Each T-I's personnel file shall contain the T-I's annual payroll information, evidence of proper certification (when applicable), a transcript of academic records, all evaluation reports, all medical information required by the FED, and any other material appropriate for inclusion in such file. T-Is shall be notified of and provided a copy of any materials to be inserted in the file.

Section 2. Right to Examine and Respond: No material shall be placed in a T-I's personnel file without the T-I's knowledge. In accordance with Minnesota statutes, T-Is shall have the right, upon written request, to the Executive Director or Special Education Director, to examine the contents of their own personnel files and, if they wish, to have with them during such examination an agent of their choice. The FED shall have a designee present during such examination. T-Is shall have the right, upon written notification, to file a response to any material in their own personnel files, and such response shall become a part of said files. T-Is shall also have the right to obtain a photocopy of any and all documents at their discretion and at their cost.



## **ARTICLE XVI - DISCIPLINE**

Section 1. Proper Cause Required: No T-I shall be disciplined, denied a scheduled salary increase, or deprived of any right, benefit, or privilege without due process. Any discipline, denial, or deprivation or any adverse evaluation of performance asserted by the FED, shall be subject to the grievance procedure set forth in this article. ARTICLE XVII.

Section 2. Progressive Discipline: The FED recognizes and intends to adhere to the concept of progressive discipline consisting of 1) oral reprimand, 2) written reprimand, 3) suspension with pay, 4) suspension without pay, and 5) discharge. However, the FED reserves the right to impose discipline at any level as determined by the FED based upon the circumstances surrounding the action. A conference between the T-I and the T-I's supervisor shall be held prior to the imposition of a written reprimand, suspension without pay, or discharge.

Section 3. Procedural Requirements: When a T-I stands accused of violating rules, regulations, and/or directives of the FED, this accusation shall be promptly reported to the T-I. Before a formal warning, reprimand, or other discipline may be implemented, the following due process procedural requirements will be met.

Subd. 1. Representation: The T-I has the right to representation in all disciplinary procedures.

Subd. 2. Notification: Should a T-I be called into a meeting of a disciplinary nature, prior to the meeting the T-I will be notified that potential disciplinary action is the intent of the meeting and the T-I's is entitled to the EMFED representation.

Subd. 3. Awareness: T-Is are to be aware that anything they say may be used against them in later meetings or proceedings.

Subd. 4. Opportunity for Defense: T-Is will be given the opportunity to produce witnesses and/or statements in their own behalf.

Subd. 5. Personal Confrontation: T-Is are to be aware that they have the right to be personally confronted by the accuser(s) and /or witnesses whose statements allegedly support the charge.

Subd. 6. Timelines: In most cases, charges must be both substantiated and punitive action taken or dismissed within ten (10) working days of notification to the T-I that an alleged violation of rules, regulations, and/or directives has occurred. The FED may take more than ten (10) working days to decide about an alleged violation if more time is needed to complete an investigation. An effort will be made to complete any investigation and make a subsequent determination within thirty (30) working days. Any disciplinary action shall comply with law and regulation, shall be fair and equitable, and shall be consistent with the principle of progressive discipline. Any disciplinary action shall be subject to the grievance process.

Section 4. T-I Representation: When a T-I is to receive any discipline the T-I's shall, at all times, be entitled to have present an EMFED representative of the T-I's choice. When a T-I has requested the presence of such a representative, no action shall be taken with respect to the T-I without having the representative present. Prior to issuing a formal warning or reprimand, the T-I concerned will be informed of the T-I's rights and given not less than three (3) working days to decide whether or not the T-I desires an EMFED representative to be present. Should the T-I decide to waive this right, such waiver will be in

writing, with a copy of the waiver furnished to the EMFED, and the FED. At no time will any statement or inference be made by the FED that such representation would work to the detriment of the T-I.

Section 5. Correction of Deficiencies: In the event any individual or group believes a T-I has been deficient in professional behavior, questions and/or complaints about such behavior shall be directed first to that individual or to the supervisor. If questions and/or complaints are directed to a supervisor, the T-I involved is to be made aware of them, if possible, within four (4) working days after the incident and given an opportunity to answer the questions and/or resolve the complaints. Questions or complaints that are not satisfactorily answered or resolved by the T-I-involved, or the T-I's supervisor, may then be referred to the Executive Director. The Executive Director shall give the T-I written notice of any alleged deficiencies, indicating the correction expected and specify an amount of time in which to make the correction.

Section 6. Unfair Practices: At no time will any T-I be subjected to attempted or consummated interference, restraint, coercion, or discrimination by the Governing Board or its representatives when engaged in the exercise of those rights guaranteed by the Law and this Agreement.

Section 7. Grounds for Disciplinary Action: A T-I may challenge the contents of any written materials in the T-I's personnel file pursuant to the provisions of M.S. 122A.40, Subdivision 19. A T-I shall be suspended without pay only for just cause, and such action shall be subject to the grievance procedure. A T-I who is the subject of a discharge shall be governed by M.S. 122A.40, and such action shall not be subject to the provisions of this article.

Section 8. Suspension Without Pay:

Subd. 1. Procedure: Suspension without pay shall be imposed only by the Executive Director/Governing Board. If a suspension without pay is to be considered pursuant to Section 2. above, the T-I shall be afforded an opportunity to meet with the Executive Director/Governing Board. The T-I may elect to have representation in attendance at any such meeting.

Subd. 2. Subject to Arbitration: Suspension without pay shall take effect only after written notification from the Executive Director to the T-I stating the grounds. The T-I has 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 Executive Director within ten (10) 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.

Subd. 3. Removal from Duty – Investigation: Nothing in this article shall apply to a T-I who is removed from duty pending investigation of allegations, which period shall be covered by a paid suspension and which shall not be subject to the grievance procedure.



## **ARTICLE XVII - GRIEVANCE PROCEDURE**

### Section 1. Definitions:

Subd. 1. Grievance: A “grievance” shall mean a dispute or disagreement regarding the application or interpretation of any term of this Agreement.

Subd. 2. EMFED Grievance: The EMFED may file a grievance if a complaint involving two (2) or more T-Is arises out of the same transaction or occurrence and the facts and claim are common to all members of the group. In order to pursue such a grievance, the EMFED must provide the names and signatures of the affected T-Is no later than the third (3<sup>rd</sup>) level of the grievance procedure. An EMFED grievance may proceed only as to the T-Is identified in the appeal to arbitration. The EMFED may also file a grievance if the allegation involves a specific right of the EMFED as provided in this Agreement.

### Section 2. Representatives:

Subd. 1. Representation of Grievant(s): The grievant(s) may be represented during any step of the procedure by any person or agent designated by the EMFED to act in the T-I’s behalf.

Subd. 2. Representation of FED: The FED may be represented during any step of the procedure by any person or agent designated by the FED to act in its behalf.

### Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual, written agreement.

Subd. 2. Days: Any reference to “days” regarding time periods in this procedure shall refer to working days. A “working day” is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time: 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. Filing and Postmark: The filing or service of any notice or document required by this Agreement shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Following informal discussion, a grievance shall not be valid for consideration unless the grievance is submitted to the FED’s designee in writing, signed by the grievant(s) or the EMFED, setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date that the first event giving rise to the grievance occurred or when the grievant(s) becomes aware of the issue. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.



Section 5. Adjustment of Grievance: The FED and the grievant(s) shall attempt to adjust all grievances which may arise during the course of employment in the following manner:

Subd. 1. Informal Discussion: In the event that a T-I, a group of T-Is, or the EMFED believes a basis for a grievance exists, the T-I shall first discuss the alleged grievance with the supervisor(s) either personally or accompanied by a chosen EMFED representative.

Subd. 2. Level I: If, as a result of the informal discussion with the supervisor(s), the grievant(s) may invoke the formal grievance procedure on the form provided, signed by the grievant(s) and/or EMFED representative. A copy of the grievance form shall be delivered to the supervisor(s).

Within fifteen (15) days of receipt of the grievance, the supervisor(s) shall meet with the grievant(s) and/or the EMFED representative in an effort to resolve the grievance. The supervisor(s) shall indicate the disposition of the grievance in writing, within fifteen (15) days of such meeting, and shall furnish a copy of the disposition to the grievant(s) and their representative.

Subd. 3. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Executive Director, provided such appeal is made in writing within fifteen (15) days after the receipt of the decision in Level I. If a grievance is properly appealed to the Executive Director, the Executive Director or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within fifteen (15) days after the meeting, the Executive Director or his/her designee shall issue a decision in writing to the parties involved.

Subd. 4. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Governing Board, provided such appeal is made in writing within fifteen (15) days after receipt of the decision in Level II. If a grievance is properly appealed to the Governing Board, the Governing Board shall set a time and hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the Governing Board shall issue its decision in writing to the parties involved. At the option of the Governing Board, a committee or representative(s) of the Governing Board may be designated by the Governing Board to hear the appeal at this level and report the findings and recommendations to the Governing Board within twenty (20) days. Within twenty (20) days after completion of the appeal, the Governing Board shall then render its decision in writing and shall furnish a copy to the grievant and representative.

Section 6. Governing Board Review: The Governing Board reserves the right to review any decision issued under Level I or Level II provided the Governing Board or its representative(s) notifies the parties of the intention to review within fifteen (15) days after the decision has been rendered. In the event the Governing Board reviews a grievance under this section, the Governing Board reserves the right to reverse or modify such decision.

Section 7. Arbitration Procedures: In the event that the grievant(s) and the FED are unable to resolve any grievance, the grievance may be submitted to arbitration as defined in this article.

Subd. 1. Request: 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 Executive Director within fifteen (15) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not first been duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties may, within fifteen (15) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the Bureau of Mediation Services to submit a list of seven (7) arbitrators to the parties, pursuant to PELRA, provided such request is made within fifteen (15) days after request for arbitration. The request shall ask that the list be submitted within fifteen (15) days after the receipt of said request. Within fifteen (15) days after receipt of the list, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person(s) as they may choose and 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.

Subd. 5. Decision: The decision by the arbitrator shall be rendered after the close of the hearing. 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 in PELRA. 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. 6. Expenses: 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. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy.

Subd. 7. 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 arbitrator shall not extend to proposed changes in terms and conditions of employment as defined and contained in this 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 FED, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the FED to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.



Section 8. Reprisals Forbidden: No reprisals of any kind will be taken by the FED against any T-I because of participation in this grievance procedure.

Section 9. Grievance Mediation: Any grievance may be submitted to grievance mediation through a written agreement. In that event, all timelines for processing a grievance will be suspended until grievance mediation is abandoned or successful.

## **ARTICLE XVIII - DURATION**

Section 1. Period Covered: This Agreement shall be effective on July 1, 2023, and shall continue in effect through June 30, 2025, or until it has been modified or replaced by a successor Agreement. If the parties have not agreed to a new Agreement to take effect July 1, 2025, the terms of this Agreement shall continue in full force and effect until a successor Agreement is adopted, which shall be fully retroactive to July 1, 2025.

Section 2. Effect: This Agreement is not all inclusive. All personnel policies of the Governing Board and all accumulated benefits not mentioned in this Agreement, including increments (where applicable) unless specifically waived by the T-Is, shall remain in effect so long as they are consistent with the provisions of this Agreement. The provisions of this Agreement supersede all policies, rules, or regulations of the FED that are inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the FED to continue or discontinue existing or past practices regarding non-term and conditions of employment or prohibit the FED from exercising all management rights, functions, and prerogatives, except insofar as this exercise would be in express violation of any terms of this Agreement.

Section 3. Finality: Any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement except as provided by state law.

Section 4. Severability: The provisions of this Agreement shall be fully severable, and if any provision(s) or application thereof shall be held invalid or contrary to law, all other provisions or applications shall continue in full force and effect.

## **ARTICLE XIX - ADDITIONAL PROVISIONS FOR EARLY CHILDHOOD FAMILY EDUCATION/SCHOOL READINESS/FAMILY LITERACY (ECFE/SR/FL) TEACHER-ITINERANTS**

All articles in this Master Agreement shall apply to ECFE/SR/FL T-Is except the following: ARTICLE V– Basic Schedules and Rate of Pay, Section 4: Prep Time and ARTICLE XIII– Unrequested Leave of Absence, Discontinuance of Positions, Layoff, and Recall.

In addition, the following articles specifically apply to ECFE/SR/FL teacher -itinerants:

Section 1. Contact Time: The length of contact time per age group shall be as follows:

- Subd. 1. Infant – one (1) hour,
- Subd. 2. Toddler – one-and-one-half (1 ½) hours,
- Subd. 3. Three-Year-Old – one-and-one-half (1 ½) hours,
- Subd. 4. Four/Five-Year-Old – two (2) hours,
- Subd. 5. Family Literacy – two (2) hours.

Section 2. Preparation Time: Each ECFE/SR/FL T-I will receive one (1) hour per week of preparation time for each age group, (i.e., infant, toddler, three-year-old, four/five-year-old, family literacy). T-Is with four (4) or more sections of toddlers and students three-years old will receive an additional thirty (30) minutes preparatory period per week and T-Is with three (3) or more sections of students four and five-years old will receive an additional thirty (30) minutes preparatory period per week.

Section 3. Take-Down/Set-Up Time: Each T-I will have one (1) hour of time in each respective group per class held.

Section 4. Travel Time: Travel reimbursement shall accrue from the T-I's home base, as determined by the FED, to the teaching assignment on a per mile basis at the current federal mileage rate. Travel time shall accrue between sites on the same day. Time shall be logged as actual travel time and will be at the T-I's base rate, but on a billed payroll basis.

Section 5. Continuing Education/Professional Development: ECFE/SR/FL T-Is shall take part in continuing education and professional development activities in the same manner as all other T-Is.

Section 6. Seniority: ECFE/SR/FL T-Is shall have a separate seniority list from the non-ECFE/SR/FL T-Is. "Seniority" will be defined as continuous employment from the first date of T-I service to the FED and shall accrue with years of service. Seniority dates will be recorded on the ECFE/SR/FL T-Is' seniority list.

ECFE/SR/FL T-Is shall serve three (3) consecutive years of probation before attaining continuing contract rights

## ***ARTICLE XX - EARLY CHILDHOOD FAMILY EDUCATION/SCHOOL READINESS/FAMILY LITERACY (ECFE/SR/FL) UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY***

Section 1. Purpose: This article shall constitute the required plan for ULA due to the discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of school districts.

Section 2. Definitions: For purposes of this article, the terms defined shall have the meanings respectively ascribed to them.

Subd. 1. ECFE/SR/FL Teachers: "ECFE/SR/FL" shall mean those members of the unit as defined by PELRA and this Agreement.



Subd. 2. Qualified: “Qualified” shall mean an ECFE/SR/FL teacher who, in addition to the state license, has a major in the subject matter or field taught and, as solely determined by the FED, has successfully had teaching experience in such subject matter or field within the past five (5) years.

Subd. 3. Seniority: “Seniority” applies only to Tier 3 and Tier 4 qualified ECFE/SR/FL teachers and commences with the first day of continuous teacher service in the FED.

For seniority purposes, ECFE/SR/FL teachers employed as education district coordinators and consultants will be considered as part of the subject matter area most closely related to the ECFE/SR/FL teacher’s current assignment as determined by the FED.

### Section 3. ULA:

Subd. 1. Terms: The Governing Board may place on ULA, such ECFE/SR/FL teacher as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts/organizations. Such leave of absence shall continue for a period of five (5) years, after which the right to reinstatement shall terminate; provided the ECFE/SR/FL teachers right to reinstatement shall also terminate if the ECFE/SR/FL teacher fails to file, with the Executive Director, by April 1<sup>st</sup> of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed upon by the ECFE/SR/FL teacher and the Governing Board.

Subd. 2. Notice: ECFE/SR/FL teachers placed on such leave shall receive notice by July 1<sup>st</sup> of the school year prior to the commencement of such leave with reasons for said ULA placement.

Subd. 3. Placement: ECFE/SR/FL teachers shall be placed on ULA in inverse order of seniority in the field and subject matter employed.

Subd. 4. Affirmative Action Program: This section shall not apply if its application will result in any violations of the FED’s affirmative action program which shall include ethnicity, race, color, or sex; and any ECFE/SR/FL teacher employed in an affirmative action program may be retained in the same field or subject matter of a T-I with greater seniority if such retention is necessary to effectuate the purposes of such affirmative action program.

Subd. 5. Tie-Breaker: In the event a reduction in number of ECFE/SR/FL teacher creates a situation requiring that a choice be made among ECFE/SR/FL teachers who have equal seniority, the selection of the ECFE/SR/FL teacher (s) for purposes of reduction shall be according to file folder number, with the lowest file folder number being retained.

Subd. 6. Years of Service: Any ECFE/SR/FL teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment insurance if otherwise eligible for such compensation under that way, and such leave will not result in a loss of credit for years of service in the FED earned prior to the commencement of such leave.

Section 4. Realignment: For purposes of placement on ULA or recall from ULA, nothing in this article, shall require the FED to reassign a senior ECFE/SR/FL teacher to a different position for which she/he is not qualified, as defined in “Section 2.” above, to accommodate the seniority claims of a junior ECFE/SR/FL teacher.

Section 5. Reinstatement: ECFE/SR/FL teacher

Subd. 1. Process: No new ECFE/SR/FL teacher shall be employed by the FED while any qualified is on ULA in the same field and subject matter. ECFE/SR/FL teachers placed on ULA shall be reinstated to the positions from which they have been given leave as such positions become available. The order of reinstatement shall be in inverse order in which ECFE/SR/FL teacher were placed on ULA.

Subd. 2. Notices: When placed on ULA, an ECFE/SR/FL teacher must file her/his name and address, to which any notice of reinstatement or availability of position shall be mailed, with the FED personnel office. Proof of service by the person in the FED depositing such notice to the ECFE/SR/FL teacher at the last known address shall be sufficient, and the ECFE/SR/FL teacher on ULA shall be responsible to provide for forwarding of mail or for address changes. Failure of a notice to reach an ECFE/SR/FL teacher shall not be the responsibility of the FED if any notice has been mailed as proved in this article.

Subd. 3. Acceptance of Reemployment: If a position becomes available for a qualified ECFE/SR/FL teacher on ULA, the FED shall mail the notice to such ECFE/SR/FL teacher who shall have ten (10) days from the date of such notice to accept the reemployment. An ECFE/SR/FL teacher on unrequested leave does not forfeit the right to reinstatement when accepting a position for less than the full position the ECFE/SR/FL teacher was placed on leave from; nor does the ECFE/SR/FL teacher forfeit right to reinstatement when refusing an offer of recall of less than the ULA'd position. Failure to accept, in writing, within such ten (10) day period shall constitute a waiver on the part of the ECFE/SR/FL teacher to any further rights of employment or reinstatement, and that ECFE/SR/FL teacher shall forfeit any future reinstatement or employment rights.

Subd. 4. Reinstatement Rights: Reinstatement rights shall automatically cease five (5) years from the date ULA was commenced, and no further rights to reinstatement shall exist unless extended by written mutual consent of the Governing Board and the qualified ECFE/SR/FL teacher.

Section 6. Establishment of ECFE/SR/FL Teacher Seniority List:

Subd. 1. Preparation: The Governing Board shall annually cause a seniority list (by name, date of employment, qualification, and subject matter or field and tiered licensure status) to be prepared from its records. The Governing Board shall thereupon cause such list to be posted in an official place in each school building of the Education District.

Subd. 2. Request for Change: Any ECFE/SR/FL teacher whose name appears on such list and who may disagree with the order of seniority in said list shall have twenty (20) days from the date of posting to supply written documentation, proof, and request for seniority change to the Executive Director.

Subd. 3. Final List: With ten (10) days thereafter, the Education District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the FED deems warranted. A final seniority list shall thereupon be prepared by the Education District which list as revised shall be binding on the Education District and any ECFE/SR/FL teacher.



Section 7. Filing of Licenses: In any year in which a reduction of teaching positions is occurring and the FED is placing ECFE/SR/FL teacher on ULA, only those licenses actually received in the Executive Director's office for filing as of January 15<sup>th</sup> of such year shall be considered for purposes of determining lay-off within areas of licensure for the following school year. A license filed after January 15<sup>th</sup> shall be considered for purposes of recall but not for the current reduction.

Section 8. Effect: This Article shall be effective at the beginning date of this Master Agreement and shall be governed by its duration clause. This article shall govern all ECFE/SR/FL teachers as defined in Section 2, Subd. 1. above and shall not be construed to limit the rights of any other licensed employee not covered by the Master Agreement or other Master Agreement affecting such licensed employee.

Section 9. Procedure: Any challenge by an ECFE/SR/FL teacher who is proposed for placement on ULA or recall therefrom shall be subject to the hearing and review procedures either with the FED or an arbitrator, and a hearing is held, an arbitrators' determination shall be deemed final and is not subject to another grievance of this Agreement.

## **ARTICLE XXI - PUBLICATION**

Section 1. Copies: This Agreement shall be posted on the FED website within forty-five (45) days after full ratification.

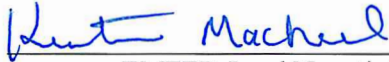
Section 2. Official Signatures: Four (4) official copies of this Agreement shall be retained for the purposes of record. These copies shall be signed by the chairperson and clerk of the Governing Board and the president and head negotiator of the EMFED. One (1) copy will be retained by the Governing Board; one (1) copy will be given to the Executive Director, and one (1) copy will be kept on file in the FED business office. Also, one (1) copy will be given to a representative of the EMFED.

This Agreement shall be effective only upon signatures of the EMFED representatives and the officers of the Governing Board after authorization for such signatures by the officers is given by the Governing Board in appropriate action recorded in its minutes and given through ratification by the members of the EMFED.

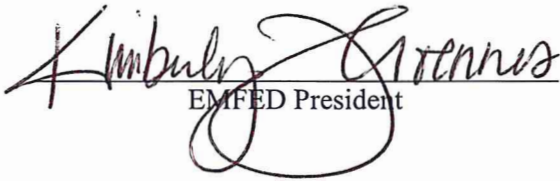
**Ratification Dates**

IN WITNESS WHEREOF,  
I have subscribed my signature

This 24th day of January 2024



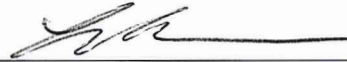
EMFED Lead Negotiator



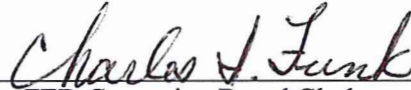
EMFED President

IN WITNESS WHEREOF,  
I have subscribed my signature

This 24th day of January 2024



FED Governing Board Chairperson



FED Governing Board Clerk



Salary Schedule A (Fiscal Year 2024)

Step	MA											Specialist	Doctorate
	BA	BA+10 SEM	BA+20 SEM	BA+30 SEM	BA+40 SEM	BA+50 SEM	BA+60 SEM	BA+70 SEM	BA+80 SEM	MA+10	MA+20		
1	46,871	47,585	48,314	49,057	49,818	50,594	51,388	52,197	53,028	53,878	54,750	55,406	56,301
2	48,139	48,878	49,635	50,409	51,198	52,004	52,828	53,670	54,530	55,406	56,301	57,001	57,931
3	49,456	50,223	51,009	51,810	52,633	53,470	54,323	55,197	56,089	57,001	58,656	59,390	60,370
4	50,819	51,619	52,435	53,267	54,118	54,986	55,876	56,783	57,710	58,656	59,622	60,370	61,368
5	52,240	53,069	53,914	54,778	55,662	56,566	57,488	58,429	59,390	60,370	61,368	62,158	63,202
6	53,712	54,573	55,452	56,349	57,266	58,202	59,161	60,137	61,137	62,158	63,202	64,006	65,085
7	55,240	56,134	57,045	57,979	58,930	59,903	60,896	61,912	62,950	64,006	65,085	66,783	67,925
8	56,828	57,756	58,704	59,669	60,659	61,669	62,701	63,754	64,832	65,931	67,053	68,811	69,996
9	58,477	59,438	60,423	61,425	62,453	63,502	64,574	65,667	66,783	67,925	69,090	70,919	72,153
10	60,186	61,187	62,208	63,251	64,317	65,404	66,516	67,652	68,811	69,996	71,205	72,153	73,414
11	61,963	63,000	64,060	65,144	66,249	67,380	68,535	69,713	70,919	72,153	73,414	74,378	75,675
12	63,806	64,885	65,984	67,109	68,258	69,431	70,630	71,854	73,104	74,378	75,675		
Career Inc.	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500

Salary Schedule B (Fiscal Year 2025)

Step	MA											Specialist	Doctorate
	BA	BA+10 SEM	BA+20 SEM	BA+30 SEM	BA+40 SEM	BA+50 SEM	BA+60 SEM	BA+70 SEM	BA+80 SEM	MA+10	MA+20		
1	49,371	50,085	50,814	51,557	52,318	53,094	53,888	54,697	55,528	56,378	57,250	57,906	58,801
2	50,639	51,378	52,135	52,909	53,698	54,504	55,328	56,170	57,030	57,906	58,801	59,501	60,431
3	51,956	52,723	53,509	54,310	55,133	55,970	56,823	57,697	58,589	59,501	60,431	61,156	62,122
4	53,319	54,119	54,935	55,767	56,618	57,486	58,376	59,283	60,210	61,156	62,122	62,870	63,868
5	54,740	55,569	56,414	57,278	58,162	59,066	59,988	60,929	61,890	62,870	63,868	64,658	65,702
6	56,212	57,073	57,952	58,849	59,766	60,702	61,661	62,637	63,637	64,658	65,702	66,506	67,585
7	57,740	58,634	59,545	60,479	61,430	62,403	63,396	64,412	65,450	66,506	67,585	68,431	69,553
8	59,328	60,256	61,204	62,169	63,159	64,169	65,201	66,254	67,332	68,431	69,553	70,425	71,590
9	60,977	61,938	62,923	63,925	64,953	66,002	67,074	68,167	69,283	70,425	71,590	72,496	73,705
10	62,686	63,687	64,708	65,751	66,817	67,904	69,016	70,152	71,311	72,496	73,705	74,653	75,914
11	64,463	65,500	66,560	67,644	68,749	69,880	71,035	72,213	73,419	74,653	75,914	76,878	78,175
12	66,306	67,385	68,484	69,609	70,758	71,931	73,130	74,354	75,604	76,878	78,175		
Career Inc.	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500

\*Career Increment paid after completion of 12 years of service in the FED

\*No BA+50 through BA+80 advancement into these lanes for newly hired teacher-itinerants after 1/1/2012. MA credits only.