

August 13, 2021

MASTER AGREEMENT

between

Freshwater Education District No. 6004

and

Education Minnesota Freshwater Education District

Teacher-Itinerant Employee Group

Education Minnesota No. 7335

July 1, 2021, through June 30, 2023

Table of Contents

ARTICLE I – PURPOSE	1
ARTICLE II – RECOGNITION OF EXCLUSIVE REPRESENTATIVE	1
Section 1: Recognition	1
Section 2: Appropriate Unit	1
ARTICLE III – DEFINITIONS	1
Section 1: Terms and Conditions of Employment	1
Section 2: Teacher-Itinerants.....	1
Section 3: Full-Time Teacher-Itinerants	1
Section 4: Part-Time Teacher-Itinerants	1
Section 5: Freshwater Education District (FED).....	1
Section 6: Immediate Family	1
Section 7: Qualified.....	1
Section 8: Other Terms.....	1
ARTICLE IV – RIGHTS	2
Section 1: FED Rights.....	2
Section 2: Teacher-Itinerant Rights.....	2
ARTICLE V – BASIC SCHEDULES AND RATES OF PAY	3
Section 1: Basic Compensation.....	3
Section 2: Status of Salary Schedules	3
Section 3: Lane Placement on Salary Schedule	3
Section 4: Newly Hired Teachers.....	4
Section 5: Step Advancement.....	4
Section 6: Pay Deduction	4
Section 7: Substitute Teacher-Itinerant Pay	4
Section 8: Salary Payments	4
Section 9: Work Schedules.....	4
Section 10: Voluntary Modification of Assignment.....	4
Section 11: Career Increment.....	4

ARTICLE VI – ADDITIONAL PAY	5
Section 1: Extended Year Employment	5
Section 2: Ancillary Teaching Services	5
Section 3: Stipends	5
Section 4: Performance of Duties during Preparation Time	5
ARTICLE VII – LONGEVITY	5
Section 1: Eligibility.....	5
Section 2: Payroll	5
ARTICLE VIII – SUBSTITUTE TEACHER-ITINERANTS.....	5
Section 1: Compensation.....	5
Section 2: Arranging for Substitutes	6
Section 3: Substitute Placement on Salary Schedule	6
ARTICLE IX – TEACHER-ITINERANT RESPONSIBILITIES.....	6
ARTICLE X – BENEFITS.....	6
Section 1: Selection of Carrier	6
Section 2: Selection of FED’s Group Health and Hospitalization Plan.....	6
Section 3: Eligibility.....	6
Section 4: Health Insurance Contributions.....	6
Section 5: Eligible HRA Contributions for Teacher-Itinerants who are NOT on the FED Health Insurance.....	7
Section 6: Post-Employment HRA.....	7
Section 7: 403(b)/457(b) Matching Program	8
Section 8: Short-Term Disability Protection Insurance	9
Section 9: Long-Term Disability Insurance	9
Section 10: Life Insurance.....	9
Section 11: Workers’ Compensation.....	9
Section 12: Claims against the FED.....	9

Section 13: Duration of Insurance Contributions.....	9
Section 14: Employee Assistance Program.....	10
Section 15: Paraprofessionals Becoming Teachers.....	10
ARTICLE XI – LEAVES.....	10
Section 1: Sick Leave.....	10
Section 2: Bereavement.....	10
Section 3: Personal Leave	10
Section 4: Discretionary Leave without Pay	11
Section 5: Jury Duty.....	11
Section 6: Leaves for Court Hearings	11
Section 7: Child Care Leave.....	11
Section 8: Leaves for Education or Professional Growth	11
Section 9: Leave of Absence without Pay.....	13
Section 10: Leave of Absence to Attend Statutory Meetings of Local Government Agencies	13
Section 11: School-Closing.....	13
Section 12: Family and Medical Leave Act (FMLA)	13
Section 13: Education Minnesota Freshwater Education District (EMFED) Leave.....	14
Section 14: Pay Deduction	14
ARTICLE XII – JOB POSTINGS	14
Section 1: Procedures	14
Section 2: Posting Place	14
ARTICLE XIII – UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY	15
Section 1: Purpose.....	15
Section 2: Definitions.....	15
Section 3: ULA.....	15
Section 4: Realignment	16
Section 5: Reinstatement.....	16

Section 6: Establishment of Seniority List	16
Section 7: Filing of Licenses	17
Section 8: Effect	17
Section 9: Procedure.....	17
ARTICLE XIV – WORK YEAR.....	17
Section 1: Duty Days.....	17
Section 2: Modifications in Calendar, Length of School Day	18
Section 3: Stretch Calendar	18
Section 4: Preparation Time	18
ARTICLE XV - PERSONNEL FILES	18
Section 1: Contents.....	18
Section 2: Right to Examine and Respond.....	18
ARTICLE XVI – DISCIPLINE	18
Section 1: Proper Cause Required.....	18
Section 2: Progressive Discipline.....	19
Section 3: Procedural Requirements	19
Section 4: Teacher-Itinerant Representation	19
Section 5: Correction of Deficiencies	19
Section 6: Unfair Practices	20
Section 7: Grounds for Disciplinary Action.....	20
Section 8: Suspension Without Pay.....	20
ARTICLE XVII – GRIEVANCE PROCEDURE.....	20
Section 1: Definitions.....	20
Section 2: Representatives.....	20
Section 3: Definitions and Interpretations.....	21
Section 4: Time Limitation and Waiver	21
Section 5: Adjustment of Grievance	21
Section 6: Governing Board Review.....	22
Section 7: Arbitration Procedures	22

Section 8: Reprisals Forbidden.....	23
Section 9: Grievance Mediation.....	23
ARTICLE XVIII – DURATION	23
Section 1: Period Covered.....	23
Section 2: Effect.....	23
Section 3: Finality	23
Section 4: Severability.....	23
ARTICLE XIX – ADDITIONAL PROVISIONS FOR ECFE/ SR/FL TEACHER-ITINERANTS.....	24
Section 1: Contact Time.....	24
Section 2: Preparation Time.....	24
Section 3: Take-Down/Set-Up Time.....	24
Section 4: Travel Time.....	24
Section 5: Continuing Education/Professional Development	24
Section 6: Seniority	24
ARTICLE XIX – ECFE/SR/FL ULA and Seniority.....	24
Section 1: Purpose.....	24
Section 2: Definitions.....	24
Section 3: ULA.....	25
Section 4: Realignment	25
Section 5: Reinstatement.....	25
Section 6: Establishment of ECFE/SR/FL Teacher Seniority List.....	26
Section 7: Filing of Licenses	26
Section 8: Effect.....	26
Section 9: Procedure.....	26
ARTICLE XXI – ADDITIONAL PROVISIONS FOR TARGETED SERVICES, CREDIT RECOVERY REMEDIATION FOR GRADUATION REQUIRED ASSESSMENTS, AND SPECIAL GUIDELINES FOR DETERMINING ASSIGNMENTS	27
Section 1: Guidelines.....	27
Section 2: School Year Targeted Services/Credit Recovery Program.....	27

Section 3: Summer Targeted Services/Credit Recovery Program	27
ARTICLE XXII – PUBLICATION	28
Section 1: Copies.....	28
Section 2: Official Signatures.....	28
SALARY SCHEDULES	29

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 teacher-itinerants for the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: The FED recognizes the EMFED as the exclusive representative of the teacher-itinerants 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, and 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 therefor 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: “Teacher-itinerant” 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 employees, supervisory employees, essential employees, and other employees excluded by law.

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.

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. Teacher-Itinerant Rights:

Subd. 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher-itinerant or the teacher-itinerant'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: Teacher-itinerants shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Teacher-itinerants 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 teacher-itinerants.

Subd. 3. Request for Dues Check off: Teacher-itinerants shall have the right to request dues check off. Upon receipt of a properly executed authorization card of the teacher-itinerant 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 sixteen (16)) the dues the teacher-itinerant 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 teacher-itinerants from whom deductions were made.

Subd. 4. Working Conditions: No teacher-itinerant shall be required to work under unsafe or hazardous conditions or to perform tasks which endanger the teacher-itinerant'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 teacher-itinerants shall be eligible to apply for transfer to a vacant teacher position, only if such teacher-itinerant is qualified to fill that position. The teacher-itinerant may apply for a transfer to any vacant position for which the teacher-itinerant 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 teacher-itinerant 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 teacher-itinerant eligible for the vacant position is denied and another teacher-itinerant is transferred or a new teacher-itinerant is employed in the position, the applying teacher-itinerant 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 teacher-itinerant may be involuntarily transferred or reassigned to a vacant position for which the teacher-itinerant is qualified.
2. Notice of Transfer: A teacher-itinerant 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 SCHEDULES AND RATES OF PAY

Section 1. Basic Compensation:

Subd. 1. Rates of Pay: The salaries reflected in SCHEDULE A shall be effective only for the 2021-2022 school year, and teacher-itinerants shall advance one (1) increment on the salary schedule subject to the provisions that follow.

Subd. 2. Rates of Pay: The salaries reflected in SCHEDULE B shall be effective only for the 2022-2023 school year, and teacher-itinerants 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 teacher-itinerant's continuing contract. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, a teacher-itinerant 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 teacher-itinerant 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 teacher-itinerant 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 or February 1 of each year. After credits are approved, the lane change granted by October 1 will be effective for the full year. The lane change granted by February 1 will reflect one-half (1/2) 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 or February 1, other satisfactory evidence of successful completion of the course will be accepted pending receipt of official transcript.

Subd. 5. Advanced Degree Program: A teacher-itinerant 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 teacher-itinerant shall be placed on the lane of the salary schedule as provided in this article.

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

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 teacher-itinerant 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 teacher-itinerants' absence, the annual salary divided by the number of duty days shall be deducted for each day's absence. "Annual salary" shall include the teacher-itinerant's basic salary and pay for additional/extended assignments for which the teacher-itinerant is responsible when absent, if any.

Section 7. Substitute Teacher-Itinerant Pay: See the FED Payroll Policy.

Section 8. Salary Payments: The salary shall be deposited directly into the teacher-itinerant's individual bank account per the FED's payroll policy.

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 teacher-itinerants' 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 teacher-itinerant to complete an assignment for which they do not normally do. The teacher-itinerant, upon acceptance of the assignment, may perform the other duties without penalization or expectation of completing teacher-itinerant 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 11. Career Increment: Once a teacher-itinerant has completed twelve (12) years of service as a teacher-itinerant in the FED, the teacher-itinerant shall be eligible for an annual career increment of two-thousand five hundred dollars (\$2,500). The career increment shall be added to the teacher-itinerant's annual salary, commencing immediately upon completion of the twelfth (12th) year.

ARTICLE VI ADDITIONAL PAY

Section 1. Extended Year Employment: Teacher-itinerants who work extended days shall be paid at the same daily rate of pay as the teacher-itinerant 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 teacher-itinerants 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) per hour.

Section 3. Stipends: When the FED offers stipends, the stipend rate shall be one-hundred twenty dollars (\$120) 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 teacher-itinerant is not already being paid.

Section 4. Performance of Duties During Preparation Time: Should a teacher-itinerant be requested to use scheduled preparation time to perform other duties, the teacher-itinerant shall be compensated at the rate of twenty-six dollars (\$26) per hour. Teacher-itinerants shall have the right to refuse to relinquish their preparation time.

Section 5. Mentorship Stipend: A teacher-itinerant may voluntarily, in writing, upon request by the FED, to accept a peer mentoring position to assist probationary teacher-itinerant staff in learning processes necessary to their position within FED. 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 teacher-itinerant 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) for the school year. If agreed upon duties are not fulfilled, the FED may elect to choose a new mentor and the stipend shall be prorated. Once assignments have been agreed upon, 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.

ARTICLE VII LONGEVITY

Section 1. Eligibility: (*Sunset- 01/01/2012*) A teacher-itinerant who was hired on or before December 31, 2011, will be eligible for this article. Teacher-itinerants hired on or after January 1, 2012, will not be eligible for this article. A teacher-itinerant who has reached the "FED Rule of 60" (age plus years of continuous Board approved salary notice teacher-itinerant 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 teacher-itinerants 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).

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 teacher-itinerants shall be compensated at a rate set in current FED Payroll Policy. ECFE/SR/FL substitute teacher-itinerants will be paid at a rate set in current FED Payroll Policy.

Section 2. Arranging for Substitutes: Once a teacher-itinerant 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. Teacher-itinerants 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) teacher-itinerant or one (1) ECFE/SR/FL teacher-itinerant, a substitute shall be placed on the salary schedule (where appropriate) and paid retroactively back to the first (1st) 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 (1st) day.

**ARTICLE IX
TEACHER-ITINERANT RESPONSIBILITIES**

Teacher-itinerants shall comply with all rules, regulations, and directives adopted by the Governing Board or its representative(s), provided that the teacher-itinerants are informed of such in writing. A teacher-itinerant 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 teacher-itinerants employed at least one-thousand four-hundred forty-eight (1,448) hours annually or averaging forty (40) hours of service per week. Part-time teacher itinerants employed one-thousand eighty-six (1,086) hours annually or averaging at least thirty (30) hours of service per week shall be eligible for partial benefits as shown in Section 4 below. Part-time teacher itinerants employed less than one-thousand eighty-six (1,086) hours annually or less than thirty (30) hours of service per week 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 \$642 (\$7,704 annually) effective September 1st, 2021 and \$650 (\$7,800 annually) effective September 1st, 2022, shall be paid by the FED towards a full-time teacher-itinerant's health insurance premium under the FED's group health insurance plan. Teacher-itinerants working less than full time shall receive the following monthly contributions based on percentage of full time equivalent:

FTE	Effective Sept. 1, 2021	Effective Sept. 1, 2022
100%	\$642	\$650
95-99%	\$636	\$644
90-94%	\$604	\$611

85-89%	\$572	\$579
80-84%	\$540	\$546
75-79%	\$508	\$514
<75%	\$0	\$0

Subd. 1. FED Health Premium and HRA Contributions: In the event a teacher-itinerant participates in a FED integrated health plan, and the teacher-itinerants' monthly health insurance premium under the FED's group health insurance plan is less than the FED's monthly contribution as stated in Section 4 above, the excess contribution shall be contributed to the teacher-itinerant's integrated HRA plan account on a bi-monthly basis in sequence with the FED's payroll calendar.

Section 5. Eligible HRA Contributions for Teacher-Itinerants who are Not on the FED Health Insurance:

(Sunset 07/01/15) Only teacher-itinerants 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), teacher-itinerants shall receive a monthly contribution of four-hundred seventy-five dollars (\$475) into teacher-itinerants' HRA accounts. This section shall sunset effective upon the retirement or termination of employment of those teacher-itinerants participating as of July 1, 2015.

Subd. 1. Continuous Proof of Qualified Waiver: Teacher-itinerants who qualified and are 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 FED request for documentation. If a teacher-itinerant does not provide the proper proof within those forty-five (45) days, that teacher-itinerant shall forfeit further FED deposits into the HRA account. That teacher-itinerant 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 other event which would be a qualifying event. In that case, the teacher-itinerant could seek immediate enrollment in FED insurance under the qualifying event clause.

Subd. 2. Movement Between a Qualified Waiver and the FED Health Insurance: Teacher-itinerants 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) Teacher-itinerants hired before July 1, 2007, and after ten (10) years of continuous teacher-itinerant service with the FED, who retire from FED, shall be eligible for an annual post-employment HRA contribution up to six-thousand five-hundred dollars (\$6,500). This eligibility will continue until the retired teacher-itinerant 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.

Subd. 1. Qualifications: To qualify for this section, a teacher-itinerant who is laid off by the FED and has at least ten (10) years of continuous, contracted teacher-itinerant service with the FED, may choose to retire. The FED's contribution will not exceed six-thousand five-hundred dollars (\$6,500) per year.

Subd. 2. Eligibility: Teacher-itinerants hired after June 30, 2007, are not eligible for this subdivision. Instead, they will be eligible for Section 7 below.

Section 7. 403(b)/457(b) Matching Program: (Effective 7/1/07) Teacher-itinerants 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 teacher-itinerant together with a matching contribution from the FED.

Subd. 2. Eligibility: Only teacher-itinerants who have completed at least three (3) continuous years, of at least seventy-five percent (75%) teacher-itinerant service with the FED are eligible to receive the FED's matching contribution. However, a new teacher-itinerant, 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 teacher-itinerant's cell. In order to count as a year of teacher-itinerant service, the teacher-itinerant must have worked as a teacher-itinerant 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 teacher-itinerant's accumulated years of teacher-itinerant 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:

Accumulated Years, of at Least 30 Hours a Week, Teacher-Itinerant Service to the FED	Maximum Annual FED Matching Contribution
0-3 Years	\$0
New teacher-itinerants (with prior like benefit)	\$450 for 3 Years
4-8 Years	\$700
9-15 Years	\$950
16+ Years	\$1,200

Subd. 4. Maximum FED Contribution: The FED's maximum contribution to each teacher-itinerant will not exceed twenty-six thousand dollars (\$26,000) lifetime maximum.

Subd. 5. Teacher-Itinerant Contribution Requirements: In order to receive the FED's matching contribution, a teacher-itinerant must select the teacher-itinerant's 403(b) /457(b) contribution and select the FED-approved provider from the following list. The teacher-itinerant 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's matching contribution shall match a teacher-itinerant's contributions on a dollar-for-dollar basis up to the applicable amount as specified in Subd. 3. above. Following receipt of the election form, the FED's contribution will begin within thirty (30) business days or the next possible payroll. Match forms must be received no later than February 1 to be eligible to receive the qualified amount of the FED'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, 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 teacher-itinerant's election shall not be subject to revocation or modification for the remainder of the school year. A teacher-itinerant may elect to contribute more than the FED match. This article establishes only the FED's maximum matching contribution. A teacher-itinerant on an unpaid leave of absence may not participate in the matching 403(b) program.

Section 8. Short-Term Disability Protection Insurance: For each teacher-itinerant not on leave of absence without pay, the FED agrees to furnish and pay the full premium for a short-term income protection insurance plan that will pay any teacher-itinerant, who is disabled, two-thirds (2/3) of the teacher-itinerant's total contracted salary to a maximum benefit allowed by the present insurance carrier, less any payments from Social Security or other compensation, and with payment of benefits to begin sixteen (16) days after such teacher-itinerant becomes disabled and to continue as outlined in the income protection policy or until long-term disability insurance guidelines are met.

Section 9. Long-Term Disability Insurance: For each teacher-itinerant not on leave of absence without pay, the FED agrees to furnish and pay the full premium for a long-term disability insurance plan that will pay any teacher-itinerant, who is disabled, two-thirds (2/3) of the teacher-itinerant's basic contracted salary to a maximum benefit allowed by the present insurance carrier, less any payments from Social Security or other compensation, and with payment of benefits to begin one-hundred twenty (120) days after such teacher-itinerant becomes disabled and to continue as outlined in the insurance policy.

Section 10. Life Insurance: The FED shall provide group term life insurance up to fifty-thousand dollars (\$50,000) for each teacher-itinerant who qualifies for this benefit. This benefit will be pro-rated according to ARTICLE III, Sections 3. and 4. Part-time teacher-itinerants have the option to pay the balance of the premium in order to receive the full benefit.

Retiring teacher-itinerants have the right to remain in the life insurance group for up to ten (10) years following retirement. Teacher-itinerants 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 teacher-itinerant and the provider selected by the teacher-itinerant. 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 teacher-itinerant is eligible for a FED insurance contribution as provided in this article as long as the teacher-itinerant 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 teacher-itinerant who has completed the school year shall be eligible for contributions through the month of August.

Section 14. Employee Assistance Program: For each teacher-itinerant, 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 teacher-itinerant, 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. Sick Leave: Full-time teacher-itinerants will be granted eleven (11) days of leave with pay at the start of each school year for personal illness, serious illness of a member of the immediate family, or on account of death of a member of the immediate family, or at the discretion of the Executive Director. [See ARTICLE III, Section 6., for the definition of “Immediate Family”]

Annual sick leave claims, other than for the teacher-itinerant, spouse, or minor children, will be limited to seven (7) days per year. An additional five (5) days per year of accumulated sick leave may be granted for this purpose at the discretion of the Executive Director.

Subd. 1. Accumulation: Sick leave days may accumulate to a maximum of one-hundred twenty (120) days. Annually, teacher-itinerants accumulating days above the maximum shall receive a contribution into their HRA post-employment account in the amount of the excess days times the teacher-itinerant’s daily rate of pay. Post-employment HRA account may only be used to reimburse qualified expenses incurred after the teacher-itinerant’s employment with the FED has terminated. The amount that the FED will pay each qualified teacher-itinerant will be capped at a lifetime maximum of four thousand two-hundred twenty-five dollars (\$4,225).

Subd. 2. Written Statements: By October of each year, the FED shall furnish each teacher-itinerant with a written statement setting forth the total number of sick leave accumulated hours.

Subd. 3. Medical Statement: A teacher-itinerant who has been absent three (3) or more consecutive days may, at the discretion of the FED, be required to furnish a statement from a qualified physician as evidence of illness. Should the FED desire to exercise this option, the teacher-itinerant will be so advised and granted fifteen (15) working days in which to comply. The FED shall pay for the cost of such statement.

Subd. 4. Part-Time Teacher-Itinerants: Teacher-itinerants working seven-hundred twenty (720) hours or more during the year shall be granted pro-rated sick leave allowance.

Subd. 5. Termination of Employment: Teacher-itinerants terminating employment during the year shall be required to reimburse the FED for sick leave days taken but not earned. In the event termination of employment results from an illness, judged by a competent medical authority to be terminal, this provision will be waived.

Section 2. Bereavement: Up to three (3) days of leave may be allowed for the death of a teacher-itinerant’s immediate family member, subject to the discretion of the Executive Director. These days will be deducted from sick leave. [See ARTICLE III, Section 6., for the definition of “Immediate Family”]

Section 3. Personal Leave: The FED shall grant four (4) days of personal leave per year for each teacher-itinerant.

Year 2021-22, a maximum of two (2) unused personal leave days shall be carried over. To clarify, the maximum number of personal leave days any teacher-itinerant can begin the year with is six (6) days.

Year 2022-23, a maximum of one (1) unused personal leave day shall be carried over. To clarify, the maximum number of personal leave days any teacher-itinerant can begin the year with is five (5) days.

Section 4. Discretionary Leave without Pay: A situation might arise under which a teacher-itinerant would not qualify for leave under the provisions of Section 2. Should such a situation arise, a teacher-itinerant 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 teacher-itinerant's daily rate will be used.

Section 5. Jury Duty: When a teacher-itinerant serves on jury duty, the FED shall pay the teacher-itinerant's full salary provided that such teacher-itinerant agrees to return to the FED all wages received for serving on jury duty. The teacher-itinerant is responsible to report the occurrence of jury duty days to the teacher-itinerant's immediate supervisor.

Section 6. Leaves for Court Hearings: Court leave, with pay, shall be granted to teacher-itinerants 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 teacher-itinerant or the teacher-itinerant's representative against the FED.

Section 7. Child Care Leave: The FED agrees to allow each teacher-itinerant, 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 teacher-itinerant who wants maternity/paternity leave shall notify the teacher-itinerant's supervisor, in writing, of the teacher-itinerant'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 teacher-itinerant who has completed at least five (5) years of teacher-itinerant 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 teacher-itinerant better qualified to perform the teacher-itinerant'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 teacher-itinerant's job function,
 - years of teacher-itinerant experience in the FED,
 - previous sabbatical leave(s),
 - distribution of leaves by programs, and
 - evidence of acceptance of the teacher-itinerant's program or project by the college or university offering the advanced study, research, or degree.
3. Salary: A full-time teacher-itinerant on sabbatical leave shall be paid a salary of one-half (1/2) of the salary the teacher-itinerant 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 teacher-itinerant qualifies and is enrolled. The sabbatical salary of a teacher-itinerant on sabbatical leave for less than an academic year shall be pro-rated accordingly.

4. Full-Time: A teacher-itinerant on sabbatical leave may accept scholarships, fellowships, or other financial aids without reduction of the teacher-itinerant's sabbatical salary. However, said teacher-itinerant 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 teacher itinerant's sabbatical salary shall be reduced appropriately if the teacher-itinerant does not devote full-time to the activities for which the leave is granted.
5. Return to Work: A teacher-itinerant 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 teacher-itinerant 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 teacher-itinerant 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 teacher-itinerant 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 teacher-itinerant earned graduate credits that qualified the teacher-itinerant for a lane change.
7. Miscellaneous: For purposes of determining teacher-itinerant's eligibility to participate in professional organizations and group insurance plans (should the teacher-itinerant decide to pay the teacher-itinerant's own way), teacher-itinerants on sabbatical leave shall be considered to be members of the FED staff.
8. Return from Leave: A teacher-itinerant, upon return from a sabbatical leave, shall be restored to the teacher-itinerant's former position if that position still exists or to a position of like nature and status. The teacher-itinerant 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 teacher-itinerant who has completed at least two (2) years of teacher-itinerant 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 teacher-itinerant better qualified to perform the teacher-itinerant'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 teacher-itinerant service in the FED, and
 - evidence of acceptance of the teacher-itinerant's program or project by the college or university offering the advanced study, research, or degree.
3. Financial Assistance: A teacher-itinerant 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 teacher-itinerant qualifies, the period of extended leave of absence without pay shall not be counted.

For purpose of determining the teacher-itinerant's eligibility to participate in professional organizations and existing group insurance plans (should the teacher-itinerant decide to pay the teacher-itinerant's own way), teacher-itinerants on extended leave of absence without pay shall be considered to be members of the FED staff.

5. Return to Work: A teacher-itinerant, upon return from extended leave of absence without pay, shall be restored to the teacher-itinerant's former position if that position still exists or to a position of like nature and status. The teacher-itinerant 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 teacher-itinerant may be granted a leave of absence, without pay, for a specific period of time upon submitting a written application directly to the teacher-itinerant'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 teacher-itinerant. Should the teacher-itinerant not return on expiration of leave, in the absence of any other agreement with the Governing Board, all prior rights will be forfeited.

Subd. 2. Notification: A teacher-itinerant on such leave shall notify the Executive Director, in writing, no later than April 1 of the final leave year of the teacher-itinerant'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 teacher-itinerant may, after submitting a written application to the teacher-itinerant'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 teacher-itinerant's full salary, provided that such teacher-itinerant agrees and returns to the FED all wages received for attending the meetings covered in this section. Reimbursed expenses belong to the teacher-itinerant.

Section 11. School Closing:

Subd. 1. Assigned Site Closings: Teacher-itinerants 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 teacher-itinerant'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 teacher-itinerant 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 (1st)-year care of the teacher-itinerant's child;
- the adoption or foster placement of the teacher-itinerant's child;
- the serious health condition of a teacher-itinerant's immediate family in accordance with ARTICLE III Section 6., and
- the teacher-itinerant's own serious health condition.

Subd. 2. Salary and Fringe Benefits: Such leave shall be unpaid, except an eligible teacher-itinerant, 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 teacher-itinerant must have been employed by the FED as a teacher-itinerant 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 teacher-itinerant from utilizing paid leave otherwise provided in this Agreement, provided the teacher-itinerant 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 teacher-itinerant will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The teacher-itinerant shall further make reasonable efforts to schedule any treatment so as to minimize disruption of the work of the FED.

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

Section 13. 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 (2nd) two (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 pay deduction is made for a teacher-itinerant'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 (720) annual hours or more must be publicly advertised. However, less than seven-hundred twenty (720)-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 teacher-itinerant 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 implementing the provisions of M.S. 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. Teacher-Itinerants: “Teacher-itinerants” 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 M.S. 122A.40.

Subd. 2. Qualified: “Qualified” shall mean a teacher-itinerant 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 teacher-itinerants and commences with the first (1st) day of continuous teacher service in the FED. For seniority purposes, teacher-itinerants employed as education district coordinators and consultants will be considered as part of the subject matter area most closely related to the teacher-itinerant’s current assignment as determined by the FED.

Section 3. ULA:

Subd. 1. Terms: The Governing Board may place on ULA such teacher-itinerants 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 teacher-itinerant’s right to reinstatement shall also terminate if the teacher-itinerant fails to file, with the Executive Director, by April 1 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: Teacher-itinerants placed on such leave shall receive notice by July 1 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 teacher-itinerant on ULA, each teacher-itinerant proposed for placement on ULA shall receive notice of the proposed placement that:

1. States the applicable grounds for the proposed placement;
2. Provides notice to the teacher-itinerant of his/her right to request a hearing on the proposed placement within fourteen (14) days from receipt of the notice; and
3. Provides notice to the teacher-itinerant 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 teacher-itinerant 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: Teacher-itinerants 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 teacher-itinerant employed in an affirmative action program may be retained in the same field or subject matter of a teacher-itinerant 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 teacher-itinerants creates a situation requiring that a choice be made among teachers who have equal seniority, the selection of the teacher-itinerant(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 teacher-itinerant 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 teacher-itinerant 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 teacher-itinerant.

Section 5. Reinstatement:

Subd. 1. Process: No new teacher-itinerant shall be employed by the FED while any qualified teacher-itinerant is on ULA in the same field and subject matter. No Tier 1 or Tier 2 teacher-itinerant shall be hired if a Tier 3 or Tier 4 teacher-itinerant is on ULA. Teacher-itinerants 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 teacher-itinerants were placed on ULA.

Subd. 2. Notices: When placed on ULA, a teacher-itinerant 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 teacher-itinerant at the last known address shall be sufficient, and the teacher-itinerant on ULA shall be responsible to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher-itinerant 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 teacher-itinerant on ULA, the FED shall mail the notice to such teacher-itinerant who shall have thirty (30) days from the date of such notice to accept the reemployment. A teacher-itinerant on ULA does not forfeit the right to reinstatement when accepting a position for less than the full position the teacher-itinerant was placed on leave from; nor does the teacher-itinerant forfeit his/her 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 teacher-itinerant to any further rights of employment or reinstatement, and that teacher-itinerant 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 teacher-itinerant.

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 FED by January 31 annually.

Subd. 2. Request for Change: Any teacher-itinerant 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 FED 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 FED which list as revised shall be binding on the FED and any teacher-itinerant.

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;

List 4: All Other Teachers: including, but not limited to, “targeted services,” “credit Recovery,” and “remediation for graduation required assessments”: each member school district (targeted services site) shall keep track of the seniority list for its individual site, posting it appropriately as per this Master Agreement, which shall list the appropriate dates of first service and licensures for each teacher-itinerant in the program.

Section 7. Filing of Licenses: In any year in which a reduction of teaching positions is occurring and the FED is placing teacher-itinerants on ULA, only those licenses actually received in the Executive Director’s office for filing as of January 15 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 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 teacher-itinerants 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 teacher-itinerant who is proposed for placement on ULA or recall therefrom shall be subject to the hearing and review procedures as provided in M.S. 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 teacher-itinerant duty days for the next year, and the teacher-itinerant 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 teacher–itinerants are required to complete eight (8) hours of Professional Local Options Research or Development. (This is part of the of one-hundred eighty one 181 duty days.) Examples of Professional application include Professional Learning Communities, Curriculum Development, Learning Project Research, Curriculum Writing, Job Site Safety Training, parent/teacher meetings, etc... PLORD hours are to be conducted outside of normal workday hours. Teacher-Itinerants choice of PLORD needs to be reviewed and approved with 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 teacher-itinerant 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 teacher-itinerants to provide year-around programming for students. Therefore, teacher-itinerants 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 teacher-itinerant 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 teacher-itinerant, in accordance with state and federal data privacy laws. Each teacher-itinerant’s personnel file shall contain the teacher-itinerant’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. Teacher-itinerants 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 teacher-itinerant’s personnel file without the teacher-itinerant’s knowledge. In accordance with Minnesota statutes, teacher-itinerants 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. Teacher-itinerants 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. Teacher-itinerants 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 teacher-itinerant 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 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 teacher-itinerant and the teacher-itinerant's supervisor shall be held prior to the imposition of a written reprimand, suspension without pay, or discharge.

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

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

Subd. 2. Notification: Should a teacher-itinerant be called into a meeting of a disciplinary nature, prior to the meeting the teacher-itinerant will be notified that potential disciplinary action is the intent of the meeting and the teacher-itinerant's is entitled to the EMFED representation.

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

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

Subd. 5. Personal Confrontation: Teacher-itinerants 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 teacher-itinerant that an alleged violation of rules, regulations, and/or directives has occurred. The FED may take more than ten (10) working days to make a decision 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. Teacher-Itinerant Representation: When a teacher-itinerant is to receive any discipline the teacher-itinerant's shall, at all times, be entitled to have present an EMFED representative of the teacher-itinerant's choice. When a teacher-itinerant has requested the presence of such a representative, no action shall be taken with respect to the teacher-itinerant without having the representative present. Prior to issuing a formal warning or reprimand, the teacher-itinerant concerned will be informed of the teacher-itinerant's rights and given not less than three (3) working days to decide whether or not the teacher-itinerant desires an EMFED representative to be present. Should the teacher-itinerant 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 teacher-itinerant.

Section 5. Correction of Deficiencies: In the event any individual or group believes a teacher-itinerant 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 teacher-itinerant 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 teacher-itinerant-involved, or the teacher-itinerant's supervisor, may then be referred to the Executive Director. The Executive Director shall give the

teacher-itinerant 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 teacher-itinerant 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 teacher-itinerant may challenge the contents of any written materials in the teacher-itinerant's personnel file pursuant to the provisions of M.S. 122A.40, Subd. 19. A teacher-itinerant shall be suspended without pay only for just cause, and such action shall be subject to the grievance procedure. A teacher-itinerant 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 teacher-itinerant shall be afforded an opportunity to meet with the Executive Director/Governing Board. The teacher-itinerant 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 teacher-itinerant stating the grounds. The teacher-itinerant 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 teacher-itinerant 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 teacher-itinerants 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 teacher-itinerants no later than the third (3rd) level of the grievance procedure. An EMFED grievance may proceed only as to the teacher-itinerants 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 teacher-itinerant'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 teacher-itinerant, a group of teacher-itinerants, or the EMFED believes a basis for a grievance exists, the teacher-itinerant 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 teacher-itinerant 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, 2019, and shall continue in effect through June 30, 2021, 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, 2021, 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, 2021.

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 teacher-itinerants, 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 teacher-itinerants 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 (3)-Year-Old – one-and-one-half (1 ½) hours,

Subd. 4. Four (4) /Five (5)-Year-Old – two (2) hours,

Subd. 5. Family Literacy – two (2) hours.

Section 2. Preparation Time: Each ECFE/SR/FL teacher-itinerant will receive one (1) hour per week of preparation time for each age group, (i.e., infant, toddler, three (3)-year-old, four (4)/five (5)-year-old, family literacy). Teacher-itinerants with four (4) or more sections of toddlers and three (3) year-olds will receive an additional thirty (30) minutes preparatory period per week and teacher-itinerants with three (3) or more sections of four (4) and five (5) year-olds will receive an additional thirty (30) minutes preparatory period per week.

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

Section 4. Travel Time: Travel reimbursement shall accrue from the teacher-itinerant’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 teacher-itinerant’s base rate, but on a billed payroll basis.

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

Section 6. Seniority: ECFE/SR/FL teacher-itinerants shall have a separate seniority list from the non-ECFE/SR/FL teacher-itinerants. “Seniority” will be defined as continuous employment from the first date of teacher-itinerant service to the FED and shall accrue with years of service. Seniority dates will be recorded on the ECFE/SR/FL teacher-itinerants seniority list.

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

**ARTICLE XIX
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 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 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 teacher-itinerant 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 ECFE/SR/FL teacher 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 a 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 ULA 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 FED.

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 FED 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 FED which list as revised shall be binding on the FED 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 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 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
ADDITIONAL PROVISIONS
FOR TARGETED SERVICES, CREDIT RECOVERY, AND REMEDIATION
FOR GRADUATION REQUIRED ASSESSMENTS,
AND SPECIAL GUIDELINES FOR DETERMINING ASSIGNMENTS**

Section 1. Guidelines: Due to the varying nature of the “Targeted Services/Credit Recovery programs,” special guidelines will apply in determining assignments and positions for this program.

Subd. 1. Student Ratio: This program will have a teacher-itinerant/student ratio of twelve (12) in FY-19, students per teacher-itinerant. If there are sixteen (16) students, the FED can choose to add a classroom aide. If student numbers grow to at least twenty-three (23) in FY-19, the FED can choose to release the aide and hire another teacher-itinerant, or the FED may choose to hire a second (2nd) aide.

Subd. 2. Adjustments: Due to the varying nature of the program, the FED and the EMFED recognize the need to periodically adjust the number of teacher-itinerants and aides in the program if student numbers drop.

Subd. 3. Preparation Time: Teacher-itinerant assignments shall have a preparation time-ratio of five (5) to one (1) or five (5) minutes for each twenty-five (25) minutes of student contact time, built into the hours in the assignment.

Subd. 4. Seniority List: Each member school district (targeted services site) shall keep track of the seniority list for their individual site, posting it appropriately as per this Master Agreement, which shall list the appropriate dates of first service and licensures for each teacher-itinerant, elementary and secondary, in the program.

Section 2. School Year Targeted Services/ Credit Recovery Program: Teacher-itinerants working within these programs may have their hours vary from year to year by as much as forty percent (40%) due to the unique nature of student enrollment in these programs.

Subd. 1. Layoffs: Should the hours drop more than forty percent (40%) due to loss of students, then layoffs shall occur, in order of seniority, following this Master Agreement and Minnesota statutes. Recall shall occur in inverse order of seniority.

Subd. 2. Adjustments: Should hours drop less than forty percent (40%) due to loss of students, then adjustments shall occur. Adjustments shall not be considered layoffs; they shall be considered adjustments which will be subject to seniority. The teacher-itinerant will be notified of these adjustments by the program principal at the site. The teacher retains the right to request a meeting with the FED administration to discuss the adjustments.

Subd. 3. Increases: Should enrollment increase, the additional hours shall be first offered back to those on layoff status, then to those on “adjustment” status, and finally by order of seniority, with the most senior being first offered the additional hours.

Section 3. Summer Targeted Service/Credit Recovery Program: The summer program shall be determined individually by the participating school districts, each school district deciding if it wants to run a summer program. Summer programs are stand-alone programs, not necessarily tied to the school year programs in regard to the accrual of hours.

Subd. 1. Seniority: Once the decision to run a summer program is made, the hours available for that program will be assigned by seniority within that site, the most senior teacher-itinerant being first offered these hours.

The teacher-itinerant retains the right to refuse these hours without penalty; the offer then goes to the next most senior teacher-itinerant within the program at the site.

Subd. 2. Cancellation: Within this program, the student/teacher-itinerant ratio shall be eleven (11) students to one (1) teacher-itinerant. If the student numbers drop below this ratio, the program is subject to cancellation.

Subd. 3. On-going Program: The summer school programs are year-to-year programs and may be run every year or may not be, depending solely on enrollment.

**ARTICLE XXII
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 17th day of September, 2021

EMFED Lead Negotiator

EMFED President

IN WITNESS WHEREOF,
I have subscribed my signature

This 22nd day of September, 2021

FED Governing Board Chairperson

FED Governing Board Clerk

Salary Schedule A (Fiscal Year 2022)

Step											MA	MA+10	MA+20	MA+30	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							
1	43,655	44,319	44,998	45,690	46,399	47,122	47,861	48,615	49,388	50,180	50,992					
2	44,835	45,524	46,228	46,949	47,684	48,435	49,202	49,986	50,787	51,604	52,437					
3	46,061	46,777	47,508	48,255	49,020	49,800	50,595	51,409	52,240	53,089	53,955					
4	47,332	48,076	48,836	49,612	50,404	51,213	52,041	52,886	53,749	54,630	55,530					
5	48,655	49,427	50,214	51,019	51,842	52,684	53,542	54,419	55,314	56,226	57,156					
6	50,025	50,827	51,646	52,482	53,336	54,208	55,100	56,010	56,941	57,892	58,864					
7	51,449	52,282	53,130	54,000	54,886	55,792	56,717	57,663	58,629	59,614	60,619					
8	52,928	53,792	54,675	55,574	56,496	57,437	58,398	59,379	60,382	61,406	62,451					
9	54,463	55,359	56,276	57,210	58,167	59,143	60,142	61,160	62,200	63,263	64,348					
10	56,056	56,987	57,939	58,910	59,902	60,915	61,951	63,009	64,089	65,192	66,318					
11	57,710	58,676	59,663	60,673	61,702	62,756	63,831	64,929	66,052	67,201	68,376					
12	59,427	60,432	61,456	62,503	63,574	64,666	65,782	66,923	68,087	69,273	70,481					
Career Inc.	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 2023)

Step											MA	MA+10	MA+20	MA+30	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							
1	44,746	45,427	46,123	46,832	47,559	48,300	49,058	49,830	50,623	51,435	52,267					
2	45,956	46,662	47,384	48,123	48,876	49,646	50,432	51,236	52,057	52,894	53,748					
3	47,213	47,946	48,696	49,461	50,246	51,045	51,860	52,694	53,546	54,416	55,304					
4	48,515	49,278	50,057	50,852	51,664	52,493	53,342	54,208	55,093	55,996	56,918					
5	49,871	50,663	51,469	52,294	53,138	54,001	54,881	55,779	56,697	57,632	58,585					
6	51,276	52,098	52,937	53,794	54,669	55,563	56,478	57,410	58,365	59,339	60,336					
7	52,735	53,589	54,458	55,350	56,258	57,187	58,135	59,105	60,095	61,104	62,134					
8	54,251	55,137	56,042	56,963	57,908	58,873	59,858	60,863	61,892	62,941	64,012					
9	55,825	56,743	57,683	58,640	59,621	60,622	61,646	62,689	63,755	64,845	65,957					
10	57,457	58,412	59,387	60,383	61,400	62,438	63,500	64,584	65,691	66,822	67,976					
11	59,153	60,143	61,155	62,190	63,245	64,325	65,427	66,552	67,703	68,881	70,085					
12	60,913	61,943	62,992	64,066	65,163	66,283	67,427	68,596	69,789	71,005	72,243					
Career Inc.	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.