

MASTER AGREEMENT

Between

FOLEY INDEPENDENT SCHOOL DISTRICT NO. 51

and

FOLEY UNITED EDUCATORS

FOLEY, MINNESOTA

2021-2023

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NOTE: Curriculum policy and the Peer Coaching and Mentoring Agreement are located on the website: www.foley.k12.mn.us.

ARTICLE I - PURPOSE

This Master Agreement, hereinafter referred to as the Agreement, is entered into between the School Board of Independent School District No. 51, Foley, Minnesota, hereinafter referred to as the District, and Foley United Educators, exclusive representative, hereinafter referred to as FUE, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for teachers (as defined in Article III, Section 2) during the duration of this Agreement.

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the District recognizes FUE as the exclusive representative of teachers employed by the District, which exclusive representative shall have those rights and duties as prescribed by the PELRA, and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: FUE shall represent all teachers of the District as defined in this Agreement, and in the PELRA.

ARTICLE III - DEFINITIONS

Section 1. Terms and Conditions of Employment: The phrase, "terms and conditions of employment," means the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits other than District payment of, or contributions to, premiums for group insurance coverage of retired teachers or severance pay, and the District's personnel policies affecting the working conditions of the teachers. The phrase does not mean educational policies of the District. "Terms and conditions of employment" is subject to the provisions of the PELRA.

Section 2. Teacher: The word "teacher" means an employee in the appropriate unit and as defined in the PELRA.

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

Section 4. Years of Service: The phrase "years of service" means years of seniority minus full years of leaves of absence for any reason.

Section 5. Duty Day: For purposes of administering the contents of this Agreement, a "day" shall mean eight hours or 480 minutes.

Section 6. Other Terms: Terms or phrases not defined in this Agreement shall be defined by the PELRA.

ARTICLE IV - DISTRICT RIGHTS

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

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

Section 3. Effect of Laws, Rules and Regulations: FUE recognizes that all teachers covered by this Agreement shall perform the teaching and related services prescribed by the District and shall be governed by the laws of the State of Minnesota, and rules, regulations, directives, and orders issued by properly designated officials of the District. FUE also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders, from time to time, as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. All rules, regulations, directives, and orders shall be posted in the District office and building teacher lounges for 5 working days.

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

ARTICLE V - TEACHER RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of FUE, nor shall it be construed to require any teacher to perform labor or services against his/her will. Nothing contained in this Agreement shall be construed to deny or restrict to any teacher rights he/she may have under Minnesota Education Laws or other applicable laws and regulations.

Section 2. Right to Join: Teachers shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Teachers in the appropriate unit shall have the right by secret ballot to designate an exclusive representative for negotiating grievance procedures and the terms and conditions of employment for such teachers.

Section 3. Request for Dues Checkoff: Teachers shall be allowed dues checkoff for union organizations, provided that dues checkoff and the proceeds thereof shall not be allowed any teacher organization that has lost its right to dues checkoff pursuant to the PELRA. Upon receipt of written consent from the teacher involved, the District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organizations until rescinded through written request. FUE shall arrange the method of deduction and payment with the Director of Finance and Operations.

Section 4. Fair Share Fee:

Subd. 1. Fair Share Fee: In accordance with the PELRA, any teacher included in the appropriate unit who is not a member of FUE may be required by FUE to contribute a fair share fee for services rendered as exclusive representative. Any fair share challenge shall not be subject to the grievance procedure.

Subd. 2. Duration: Upon 30 days' notice in writing to the Director of Finance and Operations of the name of the teacher and the amount of fair share fee certified by FUE, the District will deduct such fair share fee in installments from such teacher's paycheck each month. FUE agrees to notify the District whenever any teacher subject to fair share fee deduction becomes a member of FUE, and no further fair share fee deductions for such teacher will thereafter be made so long as

said teacher shall remain a member of FUE. Any dispute as to the amount of such fee shall be solely between FUE and the teacher involved.

Subd. 3. Legality: FUE hereby warrants and covenants that it will defend, indemnify, and save the District harmless from all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by FUE as provided in this Agreement.

Section 5. Personnel Files: Pursuant to M.S. 122A.40, Subd. 19, as amended, all evaluations and files generated within the District, relating to each individual teacher shall be available during regular District business hours to each individual teacher upon his/her request. Each teacher's personnel file shall contain the following (when these items are generated by the district): teacher evaluation reports and copies of annual Notice of Assignments. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any materials contained in it. However, the district may destroy such files as provided by law.

Section 6. Professional Development Days: A professional day will be provided for teachers at the end of the first, second and third academic quarters. Each day will consist of 3.5 hours each of staff development time and unencumbered teacher work time. A lunch period of at least 30 minutes and no more than 1 hour will be provided. Each building's Staff Development Committee will plan the staff development portion of each day.

Section 7. Residual Rights: Teachers who participate in the production of educational material shall retain residual rights should they be copyrighted or sold by the teacher or the District. If the teacher has received payment from the District, specifically to produce such materials, the District shall have residual rights.

Section 8. Meet and Confer: Meet and Confer will comply with M.S. 179A.08. There will be a minimum of 1 Meet and Confer meeting per academic quarter. The President of FUE and the Superintendent of will meet at the beginning of each academic quarter to establish the agenda topics for Meet and Confer for that quarter. The President of FUE and the Superintendent may agree to suspend Meet and Confer meetings at any time. Any representative of FUE who is required to attend Meet and Confer meetings during the normal duty day described in ARTICLE XI, Section 1, shall not have his/her salary deducted. FUE will be responsible for payment of the teacher's substitute on that day.

ARTICLE VI - BASIC SCHEDULES AND RATES OF PAY

Section 1. Salary Schedules: The salaries reflected in SCHEDULES A and B shall be a part of the Agreement for the 2021-2022 and 2022-2023 school years.

Section 2. Status of Salary Schedule: The salary schedule is not to be construed as a part of a teacher's continuing contract and the District reserves the right to withhold increment advancement, lane changes, or any other salary increases as the District shall determine. Written notification of failure by the District to grant increases shall be made by April 1st of each school year. Such notification will include reasons for the District action.

Section 3. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the salary schedule:

Subd. 1. Credits Obtained Before the Degree for the Teaching Position: Credits obtained before the degree necessary for the teaching position for which the teacher was hired will not be considered for additional salary increments.

Subd. 2. The First 15 Credits Must Be Graduate Courses: The first 15 quarter credits must be graduate courses in a teacher's major, minor, or related fields.

Subd. 3. Any Future Course Work in Any Program: Any future course work in any program undertaken must have prior written approval by his/her supervising principal or administrator.

Subd. 4. Teachers with a "Bachelor's Degree" New to the District: Teachers with a bachelor's degree new to the District must have additional credits approved by the administration prior to his/her signing of a contract. The administrator offering the contract to the new teacher will advise him/her at the time of initial offer of employment.

Subd. 5. Teachers Holding a "Bachelor's Degree" Who Wish to Change Teaching Majors: A teacher holding a bachelor's degree who wishes to change teaching majors, unless requested to do so by the administration, will not receive lane advancement for undergraduate credits. A teacher shall receive lane advancement if required by the Minnesota Department of Education to change a minor to a major.

Subd. 6. Payment Beyond the "Master's Degree" Lane: A teacher shall be paid beyond the master's degree lane only if the credits earned are germane to the teacher's subject area and to the teaching assignments as approved by the District and given advanced written approval. Educational psychology classes will be considered germane to the subject area.

Subd. 7. Program Approval: Once a program has been approved no further approval is needed.

Subd. 8. Effective Dates: Individual contracts will be modified to reflect qualified lane changes twice every year. A transcript of qualified credits or other suitable written information acceptable to the District (e.g. grade slip) will be submitted to the Superintendent no later than September 1st for a full-year lane change or January 15th for a half-year lane change. Credits submitted after January 15th will not be considered until the following academic year. A move to the master's degree lane requires submission of an official transcript to the Superintendent.

Subd. 9. Payment of Present Salary: The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized.

Subd. 10. Prior Experience: A teacher with prior years of teaching experience in other school systems or in other fields of endeavor will be placed on the salary schedule commensurate with their prior years of teaching.

Subd. 11. Increment Advancement: Each teacher shall advance 1 step per year on the salary schedule provided they have performed a minimum of 1 semester's services to the District.

Subd. 12. Quarter Credits: Credits for the purposes of this Agreement are quarter credits. One semester credit equals 1.5 quarter credits.

Subd. 13. Graduate Credit Requirements: Effective September 1st, 2010, the BA lane terminates at step 14, the BA+15 lane terminates at step 15, and the BA+30 lane terminates at step 16.

Section 4. Amount of Deduction: When the affairs of the District demand the computation of a teacher's daily wage, the daily wage shall be computed by dividing the teacher's salary by the number of teacher duty days as defined in Article XII, Section 1.

Section 5. Pay Date: Paychecks will be issued on the 15th and the last teacher duty day of the month or the last business day preceding each of those dates. During the school year, each paycheck will be a payment of 1/24th of the teacher's salary. The salary payments for June, July, and August will be made in

1 check, issued on June 15th or the last business day preceding this date. Taxes will be withheld on the same basis as during the school year.

Section 6. Extra-Curricular Payments: Compensation for season activities paid on SCHEDULE C - EXTRACURRICULAR SCHEDULE, will be paid in 2 equal installments: the first at mid-activity and the second at the end of the activity. Full year extracurricular activities will be paid in 4 quarterly payments.

Section 7. National Board Certification: Teachers who receive National Board Certification or are a licensed Independent Clinical Social Worker (LICSW) shall receive an annual stipend of \$2,000 while they hold their certification. If a teacher receives National Board Certification during the school year, the stipend for the first year shall be prorated based on the date of certification. All teachers who incur expenses in the pursuit of National Board Certification shall be reimbursed up to \$1,500 upon issuance of National Board Certification.

Section 8. National Professional Certification: Teachers who receive their Certificate of Clinical Competence (CCC) shall receive an annual stipend of \$2,000 while they hold their certification. If the teacher receives their CCC during the school year, the first-year stipend shall be prorated based on the date of certification.

Section 9. College in the Schools: Teachers who teach either College in the Schools (CIS) or Advanced Placement (AP) courses shall be compensated at a rate of \$250 per college credit for each specific course taught in a given school year, regardless of the number of sections taught.

Section 10. Additional Certifications and Licensures: Teachers who are required to hold any additional licensure or certification to perform their assigned duties will be reimbursed the renewal fees for the additional licensure or certification. A receipt shall be submitted to the Superintendent within the same fiscal year in which the renewal fees are incurred.

Section 11. Tenure Recognition: Teachers achieving tenure in the District through the three-year probationary track of the Professional Growth, Reflection, and Evaluation System, and who complete Peer Coaching training will receive a one-time stipend of \$600 on December 15th of the subsequent school year.

Section 12. Part-Time Teachers: Compensation and fringe benefits for part-time teachers shall be in accordance with the provisions of this section. The District and FUE reserve the right to agree on modifications to these subdivisions on a case-by-case basis.

Subd. 1. Part-Time Formula: "Pro-rata," when referenced in this section, refers to the percentage of employment derived from applying the applicable formula in this subdivision.

a. Definitions:

1. An "assignment" is a teaching class or a supervisory duty.
2. "Student contact time for a full-time teacher and others" is the amount of time between the student starting time and the student dismissal time minus preparation time and duty-free lunch.
3. "Percentages" shall be rounded to 1 decimal place (e.g. 66.7%).

b. For elementary (pre-K to grade 6) teachers (in minutes): $\text{Assigned student contact time} \div \text{student contact time for a full-time teacher} = \text{part-time percentage}$.

c. For secondary (grades 7 to 12) teachers: $\text{Assignments} \div 6 = \text{part-time percentage}$.

Subd. 2. Part-Time at a Paid Status of at Least 75% Formula: Part-time teachers who are on paid status with the district for 75% or more, per the formula in Subd. 1 of this section shall receive the following compensation, benefits, and preparation time:

- a. Pro-rata compensation on the salary schedule;

- b. District contribution to hospital/medical insurance, life insurance, and dental insurance benefits are the same as a full-time teacher;
- c. Pro-rata leaves and severance pay benefits;
- d. Pro-rata preparation time as defined in ARTICLE XI, Section 3 or 4.

Subd. 3. Part-Time at a Paid Status of at Least 50% but Less Than 75% Formula: Part-time teachers who are on paid status with the District for at least 50% but less than 75% per the formula in Subd. 1 of this section shall receive the following compensation, benefits, and preparation time:

- a. Pro-rata compensation on the salary schedule;
- b. Pro-rata District contribution toward hospital/medical/dental insurance and life insurance benefits;
- c. Pro-rata leaves benefits;
- d. No sabbatical and severance pay benefits;
- e. Pro-rata preparation time as defined in ARTICLE XI, Section 3 or 4.

Subd. 4. Part-Time at a Paid Status of Less Than 50% Formula: Part-time teachers, who are on paid status with the District for less than 50% per the formula in Subd. 1 of this section, shall receive the following compensation, benefits, and preparation time:

- a. Pro-rata compensation on the salary schedule;
- b. Pro-rata leaves benefits;
- c. Hospital/medical insurance, life insurance, or dental insurance; all at teacher's own expense;
- d. No sabbatical or severance pay benefits;
- e. Pro-rata preparation time as defined in ARTICLE XI, Section 3 or 4.

Subd. 5. Calculation of the Duty Day for a Part-Time Teacher: The duty day for a part-time teacher, both elementary and secondary, shall be calculated by multiplying the applicable part-time percentage, per Subd. 1 of this section, by 8 hours (480 minutes). The District and the part-time teacher shall agree upon the scheduling of non-student contact time in their building.

Subd. 6. Part-Time Teachers Attending a Full-Day In-Service or Workshop: Part-time teachers who are requested by their supervising principal to attend a full-day in-service or workshop shall be compensated for the time worked in addition to their normal assigned time up to 1 day of pay.

Subd. 7. Part-Time Teachers Who Elect to Substitute Outside Their Areas of Assignment: Part-time teachers who elect to substitute outside their area of assignment will be paid the District's substitute pay rate. Part-time teachers who elect to substitute within their area of assignment will be paid their hourly rate.

ARTICLE VII - EXTRA COMPENSATION

Section 1. Extracurricular Schedule: The salaries reflected in SCHEDULE C shall be a part of this Agreement.

Section 2. Itinerant Teacher Mileage: Teachers who are required to use transportation not provided by the District in the performance of their duties or who are assigned to more than one school per day shall be reimbursed for all such travel at the current allowable Internal Revenue Service (IRS) rate. Mileage will be defined as school door to assigned work site to school door.

Section 3. Health Insurance: Hospital/medical and major medical insurance shall follow the specifications established by the District on October 1st, 1998. The District's contributions toward the premiums for such insurance shall be shown on SCHEDULE D.

Section 4. Dental Insurance: The District will provide the premium contribution as shown on SCHEDULE D for dental insurance.

Section 5. Long-Term Disability Insurance: The District will provide the premium contribution as shown on SCHEDULE D for long-term disability insurance (LTD) with specifications to be agreed upon by FUE and the District.

Section 6. Life Insurance: The District will provide the premium contribution as shown in SCHEDULE D for life insurance.

Section 7. Environmental Occurrences: Subject to pre-approval by a teacher's supervising principal, the District will reimburse teachers \$20 per hour for additional time spent in classrooms related to damage due to wind, water, fire, hazardous waste spillage, mildew, mold, air quality, earthquake, tornado, vandalism, structural defects, or any other occurrences.

Section 8. Longevity Pay:

Subd. 1. Career Increment for Full-Time Teachers Who Have Completed At least 20 Years of Teaching Service: All full-time teachers who have completed at least 20 years of service with the District shall receive an annual payment of \$1,500.

Subd. 2. Career Increment for Full-Time Teachers Who Have Completed At least 25 Years of Teaching Service: All full-time teachers who have completed at least 25 years of service with the District shall receive an annual payment of \$2,500.

Subd. 3. Career Increment for Full-Time Teachers Who Have Completed At Least 30 Years of Teaching Service: All full-time teachers who have completed at least 30 years of service with the District shall receive an annual payment of \$3,000.

Subd. 4. Qualifications for Annual Increments: A teacher must be a continuous full-time teacher of the District through April 1st to qualify for these annual increments. Payment will occur on June 15th of the qualifying academic year.

Section 9. Retirement Announcement Compensation:

Subd. 1. Eligibility: Teachers who submit a letter of resignation to the Superintendent by February 1st effective at the end of the academic year shall receive \$1,000 for providing such notice. The payment will be in the May 30th payroll. The letter should be addressed to the School Board and state that the teacher will retire under the provisions of the Minnesota Teachers Retirement Association (TRA) before June 30th of that year.

Subd. 2. Announcement: Upon agreement between the teacher and the District, the Superintendent may make public announcement of such resignation at any time between February 2nd and April 20th of the school year. The School Board will accept such letters of resignation at the first regular School Board meeting in April of that year.

Subd. 3. Pro-Rata Compensation: Teachers who submit letters of resignation effective during the school year shall qualify for this compensation when the School Board accepts the resignation. The amount of the compensation for a teacher whose resignation date is during the school year shall be prorated by the number of days worked prior to the effective date of the resignation based on 180 days for a full payment of \$1,000.

Subd. 4. District Obligation: Nothing in this provision shall obligate the School Board to accept a letter of resignation with an effective date during the school year.

ARTICLE VIII - SEVERANCE PAY

Section 1. Eligibility: Full-time teachers who have completed at least 20 years of service with the District and who are at least 55 years of age shall be eligible for severance pay pursuant to the provisions of this article upon submission of a written resignation accepted by the District. Severance pay shall not be granted to any teacher who has been discharged, terminated, or placed on unrequested leave of absence pursuant to M.S. 122A.40. However, a teacher may provide service as a casual daily substitute.

Section 2. Full-Time: This article shall apply only to teachers whose service has been full-time, as defined by this Agreement.

Section 3. Amount: Eligible teachers, upon retirement, shall receive as severance pay an amount representing 5 days of pay for each full year of full-time service, not to exceed a total of 50 days of pay.

Subd. 1. Payment: If a teacher is 55 years of age, has completed at least 20 years of service, and has not submitted a resignation, is deemed to have constructively received severance pay, as set forth in Section 3 above and not as set forth in Section 4 below.

Subd. 2. Daily Rate of Pay: In applying the provisions of Section 3, Subd. 1, a teacher's daily rate of pay shall be the daily rate at time of eligibility and shall not include any additional compensation for extracurricular activities, extended employment, or other extra compensation.

Section 4. Health Leave Days: Eligible teachers, upon retirement, shall receive as severance pay an amount representing 40% of his/her Accumulated Health Leave days, not to exceed a total of 50 days of pay.

Section 5. Daily Rate of Pay: In applying Sections 3 and 4, a teacher's daily rate of pay shall be the daily rate at the time of retirement, as provided in the salary schedule, and shall not include any additional compensation for extracurricular activities, extended employment, or other extra compensation.

Section 6. Future Eligibility:

Subd. 1. Future Provisions Increasing the Amount of Severance: No teacher, who is paid severance pay pursuant to Section 3, Subd. 1 above, shall be entitled to any additional severance pay in the future based upon years of service in the District, notwithstanding the negotiation in the future of a provision increasing the amount of severance pay received pursuant to years of service.

Subd. 2. Future Entitlements to the Payment of Unused Health Leave as Severance Pay: The amount of unused health leave eligibility shall be frozen at the amount set forth in Section 4 above for any teacher who is paid severance pay pursuant to Section 3, Subd. 1 above, notwithstanding the negotiation of future entitlements to the payment of unused health leave as severance pay.

Section 7. Payment: Starting December 1st, 2010, both halves of the severance in ARTICLE VIII will be paid at one time into the Minnesota State Retirement System Post-Retirement Health Care Savings Plan (PHCSP) account upon a teacher's retiring as described in ARTICLE IX and shall not be granted to any teacher who is discharged by the District. In the event of the teacher's death prior to receiving full payment of severance pay, the teacher's legal beneficiary shall receive the remainder due the deceased.

Section 8. Retiree Health Insurance: Upon retirement, teachers shall be eligible to remain in the existing group health and hospitalization insurance program. See ARTICLE XXVI for retiree health insurance benefit information.

ARTICLE IX - 403(b) MATCH PLAN

Section 1. Eligibility: All full-time teachers, and part-time teachers who hold at least a 50% contract, are eligible to enroll in the District 403(b) plan. A teacher, whose contract drops below 50% after enrollment, will continue to be eligible to participate in the 403(b) plan.

Subd. 1. Severance Eligibility: Any teacher eligible for severance under ARTICLE VIII will continue to be eligible to receive severance pay as set forth therein. Additional conditions for those teachers regarding the 403(b) plan are outlined in Sections 3 and 4 of this article.

Subd. 2. Participation: All teachers employed after July 1st, 2002 no longer qualify and shall not be eligible for severance pay under the conditions of ARTICLE VIII. Such teachers shall only be eligible to participate in the 403(b) plan, and are not subject to the additional conditions in Sections 3 and 4 of this article.

Section 2. Plan Overview:

Subd. 1. Election Dates: Eligible and participating teachers must make application for participation or plan changes by one of the following dates:

- a. Changes in plan vendor or matching contribution: September 1st (returning staff) or October 1st (new staff).
- b. Changes in matching contribution occurring mid-year: January 15th.

Once an eligible teacher elects to participate in the 403(b) plan, the elected amount will continue each subsequent year unless modified by the teacher. The teacher must notify the District and plan vendor of any changes by the above dates. The District will send out renewal notices by April 15th for the following plan year.

Subd. 2. Teacher Participation: Eligible and participating teachers must elect to participate in the 403(b) plan pursuant to the plan requirements at the beginning of the plan year. The annual limit on the amount an individual teacher may contribute to his/her 403(b) account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated therein.

Subd. 3. Teacher Match and Contribution Levels: The District will contribute an annual matching contribution to teachers participating in the 403(b) plan as follows:

Current Year of Teaching Service to the District	Matching Contribution
0-3	No Match
4-13	\$1,000
14-20	\$1,500
21+	\$2,500

To obtain the full matching contribution, a teacher's contribution must be greater than or equal to the amount shown. If the teacher's contribution is less than the amount shown, the District's matching contribution shall be equal to 50% of the amount shown.

Subd. 4. District Contributions and Limitations: The District will make matching contributions to teachers participating in the 403(b) plan, and to those plans offered by vendors who participate in

the District's payroll deduction program. The District's matching contributions will be dollar-for-dollar as required under M.S. § 356.24 up to a lifetime contribution cap of \$35,000 per teacher.

Subd. 5. Death of a Teacher Participant: If a teacher participant dies before retirement, the teacher's 403(b) account shall be given to his/her designated beneficiary, if any, otherwise to his/her estate.

Subd. 6. Applicable Laws: The 403(b) plan and/or the District is subject to the laws of the State of Minnesota, M.S. § 356.24, and the Internal Revenue Code 26 U.S.C. § 403(b).

Section 3. Conditions for Teachers Eligible for Severance in ARTICLE VIII:

Subd. 1. Severance Limit: Upon retirement, the total amount of the District's matching contributions to the teacher's 403(b) account shall be deducted from any severance pay for which the teacher is eligible under ARTICLE VIII. If the total amount of the District's matching contribution to the teacher's 403(b) account is more than he/she would have received in severance pay under ARTICLE VIII, the teacher shall not be entitled to receive any severance pay pursuant to ARTICLE VIII. The terms in this section apply to teachers retiring on or after the 2018-2019 school year.

ARTICLE X - LEAVES OF ABSENCES

Section 1. Health Leave: Health Leave for illness shall be allowed by the District whenever a teacher's absence is found to have been due to the teacher's illness or the illness of a member of the teacher's family, when such illnesses prevent the teacher's attendance at school and performance of duties on that day or days. Family include the teacher or their spouse's: child (biological, adult, adoptive, foster, or step), sibling, parent or stepparent, grandparent, grandchild, daughter or son-in-law, or person living in the teacher's household for at least 1 year.

Subd. 1. Health Leave Overview: A full-time tenured teacher shall be credited with 4 days of Health Leave per contract year. A full-time non-tenured teacher shall be credited with 7 days of Health Leave per contract year. Summer school teachers shall be granted Health Leave in hours equal to 7% of the total number of hours worked. Credit will be made at the beginning of the contract year. If a teacher leaves the District prior to the end of the school year, Health Leave credits will be prorated.

Subd. 2. Health Leave Usage:

- a. Accumulated Health Leave is Health Leave from previous years that were not used prior to the start of the current school year.
- b. Deduction of Health Leave: Health Leave allowed for illness shall be deducted from the Accumulated Health Leave earned by the teacher.
- c. Requirement of Evidence of Illness: The District may require a teacher to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, to qualify for Health Leave. However, the final determination as to the eligibility of a teacher for Health Leave is reserved to the District. If a medical certificate will be required, the teacher will be so advised.
- d. Bereavement: Health Leave not to exceed 5 days shall be granted for a death in the teacher's family as defined in Section 1 of this article.
- e. The Superintendent may approve additional days of Health Leave for serious illness or bereavement in extenuating circumstances.
- f. Whenever a teacher has Health Leave allowed and has exhausted all Accumulated Health Leave, that time will be deducted from the teacher's next paycheck.

g. Maximum Credit: On June 30th of each year, a teacher can roll forward a maximum of 165 Health Leave Days.

h. Compensation for Unused Health Leave: On June 30th of each year, teachers who have accumulated more than 165 Health Leave days will be compensated \$100 per day for up to 4 days over the maximum credit.

Section 2. Personal Discretionary Leave: Personal Discretionary Leave (PDL) is defined as absences for a teacher's personal use, emergency, extended bereavement, or bereavement not covered in Section 1, Subd. 2, Part d. PDL is also allowed for Health Leave, provided a teacher has exhausted his/her total Accumulated Health Leave days.

Subd. 1. PDL Overview: A full-time tenured teacher shall be credited with 10 days of PDL per contract year. A full-time non-tenured teacher shall be credited with 7 days of PDL per contract year. Credit will be made at the beginning of the contract year. If a teacher leaves the District prior to the end of the school year, PDL credits will be prorated.

Subd. 2. PDL Usage: PDL usage is subject to the following limitations:

- a. No more than 3 teachers per building per day can use PDL, unless a teacher can secure their own substitute and have it approved by their building administrator. Additional PDL request may be granted at the discretion of the building administrator.
- b. Request for PDL by shared staff between FIS, FES and FHS will be made to the elementary or high school principal depending upon assignment.
- c. PDL can be used for up to 5 consecutive days. A teacher with 20 or more years of service can use up to 6 consecutive days.
- d. Teachers may request PDL no more than 1 year in advance.
- e. Staff using PDL on the first or last student contact day of the school year or on the fall open house day will be deducted PDL at the rate of 2 hours for every 1 hour used. No more than 2 teachers per building per day shall be granted PDL. Leaves shall be granted on a first-come, first-served basis. Additional PDL requests may be granted at the discretion of the Superintendent. Health Leave used on those days will be deducted at the rate of 1 hour for every 1 hour used.
- f. Staff using PDL during scheduled parent-teacher conference time will be deducted at the rate of 1 hour for every 1 hour used.
- g. Teachers using PDL during staff development workshops (District or building) are responsible for the content provided on those days.
- h. At the end of each school year, all unused PDL days will be credited to the teacher as Accumulated Health Leave days.
- i. If a teacher has used more PDL than the actual amount earned and leaves the District prior to the end of the school year, the excess time will be deducted from the teacher's final paycheck.

Section 3. Family and Medical Leave:

Subd. 1. Purpose: Pursuant to the Family and Medical Leave Act (FMLA), 29 U.S.C. 2601 et. seq., an eligible employee shall be granted, upon written request, leave per year as defined by the FMLA in connection with absences under FMLA such as but not limited to:

- a. The birth and first-year care of a child;
- b. The adoption or foster placement of a child;
- c. The serious health condition of an employee's spouse, child, or parent; and
- d. The employee's own serious health condition.

Subd. 2. All Full Salary and Fringe Benefits: Such leave shall be unpaid, except an eligible teacher, during such leave, shall be eligible for regular District group health insurance contributions as provided in this Agreement for the period of the leave, but not to exceed 12 weeks per year, notwithstanding any other provisions of this Agreement.

Subd. 3. Eligibility: To be eligible for the benefits of this section and insurance contribution, a teacher must have been employed by the District for the previous 12 months and must have been employed for at least 1,250 hours during such twelve-month period.

Subd. 4. Paid Leave under Contract: While FMLA leaves, except for eligible insurance contributions as provided in Subd. 2 hereof, are unpaid, nothing herein shall preclude a teacher from utilizing paid leave otherwise provided in this Agreement, provided the teacher qualifies for the paid leave, pursuant to the provisions of this Agreement governing such leaves. Moreover, nothing herein, or any other provision of this Agreement, shall be construed to require the District to combine 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 will provide at least 30 days of written notice of request for leave when the reason for the leave is foreseeable. The teacher shall further make reasonable efforts to schedule any treatment so as to minimize disruption of the work of the District.

Section 4. Professional Leave:

Subd. 1. Acquisition of Professional Leave and Expenses Covered by Professional Leave: A teacher without prior experience, having served in the District for at least 1 year, will be granted 2 professional leave days in their second year of employment. All other staff, including new teachers with 1 year prior teaching experience in a Minnesota public school, shall be granted:

- a. Four days of professional leave during the contract biennium. Teachers hired in the second year of the biennium receive 2 days of professional leave;
- b. Six days of professional leave during the contract biennium for teachers required to hold any license or certification, in addition to a Minnesota teaching license, to perform their assigned duties (social workers, speech and language pathologists, and District nurse).
- c. Four nights lodging at the single occupancy rate at the host hotel when the conference extends more than 1 day. Lodging will be allowed when conferences are more than 25 miles from the District campus.
- d. Transportation provided by the District, or paid mileage to and from the location(s) within the state if personal transportation is used.
- e. Meals: All meals not provided as part of the conference fee shall be reimbursed to a maximum of \$40.00 per day. Individual meal limits as follows: \$12.00 for breakfast, \$15.00 for lunch, and \$25.00 for dinner. If meals exceed the individual meal limits due to conference venue, the daily maximum of \$40.00 still applies, but individual meal limits are waived. Itemized receipts must be turned in for reimbursement for each meal.
- f. Registration fees.

Subd. 2. All Day Friday-Saturday Conferences: All day Friday-Saturday conferences shall count as 1 day of professional leave. The benefits extended in the other provisions of this section will not be negatively affected by that interpretation.

Subd. 3. Teacher to Teacher Time: Teachers who use professional leave as professional collaboration (known as teacher to teacher time) outside of the workday will be compensated at the Curriculum Planning rate listed in Schedule E.

Subd. 4. Written Notification of Professional Leave Use: All applications for professional leave shall be submitted to the Superintendent or his/her designee at least 1 week prior to the leave. The request process will include the same format as used for building staff development requests will be followed for professional leave including identifying what goal it aligns to. Any questionable requests would be discussed with the building principal and teacher; extreme cases would be discussed and decided between the Superintendent and the President of FUE.

Subd. 5. Limitation of Professional Leave per Building: If the number of requests for professional leave on a specific date exceeds 6 teachers per building, the Superintendent may allow an additional number of teachers to utilize professional leave on any one day at his/her discretion.

Section 5. Sabbatical Leave:

Subd. 1. Maximum Eligible: A maximum of 3 percent of the teachers are eligible for sabbatical leave in any school year.

Subd. 2. Minimum Requirement: A teacher must have completed a minimum of 6 years of teaching in the District to be eligible for sabbatical leave.

Subd. 3. Purpose of Leave: Sabbatical leave may be granted for the purpose of acquiring further academic training toward an advanced degree in a subject matter field and/or advanced work germane to the position he/she holds in the District (major or minor field).

Subd. 4. Application and Selection: Selection will be made based on a written application stating teacher goals and/or District benefits. All applications must be made to the Superintendent no later than February 1st preceding the school year during which leave is requested.

Subd. 5. Salary: A teacher on sabbatical leave will receive an annual amount of 45% of his/her salary for the contract year during which the sabbatical leave takes place. The amount will be in equal monthly payments, less taxes and insurance, and other items that may be on a contributory basis. The teacher shall receive 45% of all fringe benefits as set forth in SCHEDULE D.

Subd. 6. Academic Load: The applicant shall agree to carry a minimum academic load of approximately 12 quarter credits or 8 semester credits each quarter or semester during the term of the sabbatical leave. A teacher who does not carry the minimum academic load shall have his/her salary paid during the sabbatical leave reduced on a pro-rata basis.

Subd. 7. Return to School District: When leave is granted the teacher must agree to return for a period of at least 2 years to a position for which the teacher is licensed unless previously discharged or placed on unrequested leave of absence. If the teacher chooses not to return to the District or on return does not complete the requirement of two years, a pro-rata amount of all remuneration (minus the credit to the District made by the state and federal government for payments made by the District to the state and federal government for the remuneration the teacher received while on sabbatical leave) must be repaid to the District.

Subd. 8. Experience and Seniority: A full year of sabbatical leave shall be counted as a year of experience on the salary schedule. In addition, a teacher on sabbatical leave shall continue to

accrue seniority during the term of such leave. A teacher on sabbatical leave shall be subject to M.S. 122A.49.

Section 6. Military Leave: Subject to M.S. 192.26.

Section 7. Extended Leave: A teacher may be granted an extended leave of absence pursuant to M.S. 122A.46.

Section 8. Long-Term Leave of Absence:

Subd. 1. Teachers Not Qualifying Under Military Leave: Teachers not qualifying under Section 6 of this article will be granted long-term leave by the District upon recommendation of the Superintendent.

Subd. 2. Request Requirements: All such requests are to be submitted in writing and shall state the following:

- a. The reason for the request;
- b. Details of plans as to how the teacher intends to spend the time of leave;
- c. Benefits as may be expected by the teacher and the District;
- d. The probable date the teacher will resume her/his teaching duties;
- e. The teacher's intention to return to the District for a minimum of 1 year.

Subd. 3. Privileges Upon Return and Requirements of Notification of Intent to Return: When a teacher has been on leave for a full school year pursuant to this section, the teacher shall have the privilege of returning to his/her former position or to a position of similar status, if the teacher notifies the Superintendent in writing of his/her decision by March 1st. Failure by the teacher to notify the District in writing of the teacher's intent to return, as set forth herein, shall constitute a waiver and forfeiture of all rights to return by the teacher.

Subd. 4. Leave Pay and Privilege Retention: All leaves shall be without pay. However, the teacher shall retain such privileges as may have been earned prior to such leave. Teachers granted such leaves shall have the right to retain all fringe benefits at their own expense.

Section 9. Unrequested Leave of Absence and Seniority: Under the provisions of M.S. 122A.40, Subd. 10, this section shall constitute a plan for unrequested leave because of discontinuance of position, lack of pupils, financial limitations, or consolidation of school districts.

Subd. 1. Definitions:

- a. "Qualified" shall mean a teacher who, in addition to the state license, has a major in the subject matter or field taught, and has successfully had teaching experience of such subject matter for at least 1 year within the past 5 years in the District or a tenured teacher licensed in an area occupied by a probationary teacher shall have the right to bump a probationary teacher even though the tenured teacher has not taught in that subject area within the last 5 years. . A continuing contract qualified teacher will not be placed on an unrequested leave of absence (ULA) while a teacher having a Tier 1 or Tier 2 licensure occupies a position for which the continuing contract qualified teacher is licensed to teach.

b. "Subject matter or field" shall mean teachers in the following categories:

Elementary Categories	Secondary Categories	K-12 Categories	Early Childhood Family Education Categories (ECFE)
Teaching Grades Pre-K through 6	Family and Consumer Science (FACS)	Librarians & Media Specialists	Early Childhood Educators (ECE)
Counselor	Counselor	Instrumental Music	Parent Educator (PE)
Early Childhood Special Education (ECSE)	Foreign Language	Nurse	
	Business Education	Special Education	
	Industrial Arts	Social Worker	
	Language Arts	Physical Education	
	Mathematics	Vocal Music	
	Sciences	Art	
	Social Studies	School Psychologist	
	Agriculture	Speech Therapist (Clinical)	

c. For seniority purposes District-wide coordinators and consultants will be considered as part of the subject matter area most closely related to the teacher's current assignment.

d. "Seniority" means continuing contract qualified teachers commencing with the first day of actual service in the District. In determining the length of seniority, a teacher whose employment has been legally terminated by resignation or termination pursuant to M.S. 122A.40, but whose employment was subsequently reinstated by action of the School Board and the teacher without interruption of regular service, shall retain his/her original seniority date.

e. "Days" shall refer to working days. A working day is defined as any day, Monday through Friday, not designated as a holiday by state or federal law.

f. Should secondary grades (7-12) have a 7-period day, more senior teachers will be assigned up to, and no more than, 2 supervisory periods which are currently being staffed with teachers per semester prior to being placed on unrequested leave. The District has the right to determine the number of supervisory periods to be staffed in any given semester. The 2-supervisory period guideline will be allowed only for those more senior secondary teachers teaching at least 3 class periods. No proration of supervisory assignments for secondary teachers teaching 2 or fewer class periods will occur.

g. Disregarding the definitions of qualified and subject matter or field, positions, if any, held by teachers that do not require specific licensure such as the Dean of Students and Computer teacher will be subject to the seniority rights of all teachers holding grade level appropriate licenses and greater seniority.

Subd. 2. Unrequested Leave of Absence: The District may place on unrequested leave of absence (ULA) for a period not exceeding 5 calendar years from the time such leave is commenced, without pay or fringe benefits, such teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or due to consolidation of districts. Such leave shall be effective at the close of the school year or at such earlier time as agreed between the teacher and the District.

a. Teachers placed on ULA shall receive written notice by June 1st of the school year prior to the commencement of ULA with reasons therefore, without the necessity for any hearing applicable to termination, except that a hearing may be provided to show any violation of this section.

b. The placement of teachers on unrequested leave shall be done in inverse order of seniority in the field and subject matter employed. A teacher shall be placed on unrequested leave only after positions filled by part-time teachers and acting incumbents have been vacated.

c. In the event of a reduction in the number of teachers, action affecting teachers whose first date of employment commenced on the same date, and who have equal seniority, the selection of the teacher for purposes of discontinuance shall be based upon the following criteria in sequential order:

1. Full-time is senior to part-time: The teacher who in the year of proposed leave occupies a full-time position, including one who is on authorized requested leave of absence, shall be deemed senior to one who occupies less than a full-time, full-year position.

2. Lane on salary schedule: The teacher who in the year unrequested leave is invoked, occupies a lane on the salary schedule which is superior to that of another teacher shall be deemed more senior.

3. Extended year is senior to regular pay: The teacher who teaches more than the regular number of teaching days in the school year shall be deemed more senior.

4. File folder number: The teacher with the lower certificate file folder number shall be deemed more senior.

d. Any teacher placed on ULA may engage in teaching or any other occupation while on leave. They will be eligible for unemployment compensation if otherwise eligible under that law for such compensation and will not result in a loss of credit for years of service in the District prior to the commencement of the ULA.

Subd. 3. Reinstatement: No new teacher shall be employed by the District while any qualified teacher is on ULA in the same field and subject matter. Teachers placed on ULA shall be reinstated to the position from which they have been given leave, or any other available position in the District in the field in which they are qualified as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on unrequested leave.

a. When placed on ULA, a teacher shall file his/her name and address with the Superintendent to which any notice of reinstatement or availability of position shall be mailed by certified mail. Proof of service by the person in the District depositing such notice to the teacher at the last known address shall be sufficient and it shall be the responsibility of any teacher on ULA to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the District if any notice has been mailed as provided herein.

b. If a position becomes available for a qualified teacher on ULA, the District shall mail the notice to the teacher who will have 10 days from the date of receipt of the notice to accept the reemployment. Failure to reply in writing within the 10 day period shall

constitute waiver on the part of the teacher to any further rights of employment or reinstatement and the teacher will forfeit any future reinstatement or employment rights.

c. Reinstatement rights shall automatically cease 5 years from the date ULA was commenced and no further rights to reinstatement shall exist unless extended by written consent with each qualified teacher.

Subd. 4. Establishment of Seniority List: On November 1st of each year the District will create a seniority list by earliest date of employment, name, qualification (as defined in Subd. 1 of this section) to be prepared from its records. The District will post the seniority list in each building lounge within the District.

a. A teacher who disagrees with information on the seniority list shall have 10 days from the date of posting to supply written documentation, proof, and request for seniority list change to the District.

b. The District shall evaluate all written communications regarding the information on the seniority list and make the change warranted within 10 days upon receiving the request. Prior to final seniority list, Subd. 4, Part a, shall apply.

Subd. 5. Effect: This Article shall govern all teachers and shall not be construed to limit the rights of any other licensed teacher not covered by this Agreement or other Master Agreement affecting such licensed teacher.

Subd. 6. Review: For purposes of review of the District's decision placing a teacher on an unrequested leave of absence, the provisions of M.S. 122A.40, Subd. 14, shall apply.

Section 10. Foley United Educators Leave:

Subd. 1. Credited Days: At the beginning of every school year FUE shall be credited with 10 days of leave to be used by teachers who are officers or agents of FUE.

a. FUE agrees to notify the District no less than 3 working days prior to the date of intended leave.

b. FUE agrees to pay the cost of the substitute on the day of FUE leave.

Subd. 2. Mediation Days: Members of the negotiation team representing FUE who are required to attend mediation sessions during the normal work day by the Bureau of Mediation Services (BMS) shall not have his/her salary deducted. The District shall be responsible for payment of the teacher's substitute for up to a maximum of 2 days of mediation.

Subd. 3. Mediation Days Beyond Those Described in Subd. 2: Any FUE representative required to attend mediation during the normal work day by BMS beyond that described in Subd. 2 will not have his/her salary deducted, and FUE will be responsible for payment of the teacher's substitute on that day.

Section 11. Workers' Compensation:

Subd. 1. Compensable Injury: Upon the request of a teacher who is absent from work as a result of a compensable injury incurred in the service of the District under the provisions of the Workers' Compensation Act, the District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the teacher and the teacher's regular rate of pay to the extent of the teacher's earned accrual of Health Leave.

Subd. 2. Deduction: A deduction shall be made from the teacher's Accumulated Health Leave according to the pro-rata portions of days of Health Leave which is used to supplement workers' compensation.

Subd. 3. Payment: Such payment shall be paid by the District to the teacher during the period of disability.

Subd. 4. Additional Compensation Limitation: In no event shall the additional compensation paid to the teacher by virtue of health leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the teacher.

ARTICLE XI - HOURS OF SERVICE

Section 1. Basic Day: A teacher's basic school day shall be 8 hours. Teachers shall have a 30 minute duty-free lunch. Teachers may flex up to twenty (20) minutes of their work day on-site or off-site, provided they meet the requirements below:

- a. Be fully prepared to carry out their teaching assignments each day, which includes being on duty an average of eight (8) hours per day.
- b. Be present before students arrive until after they leave, and to be present for required meetings and conferences.
- c. Teachers who are absent during these times will follow the specific building procedures for such absence.

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

Section 3. Preparation Period: All full-time secondary teachers will receive a 50-minute preparation period per day or the equivalent, within the student contact day.

Section 4. Elementary Preparation Period:

Subd. 1. Preparation Time: All full-time elementary teachers shall receive 250 minutes of preparation time per week during the student contact day. If there are fewer than 5 student contact days during a regular work week of the school year, the amount of preparation time shall be provided on a pro-rata basis.

Subd. 2. Duration of Preparation Time: The elementary Principal shall have the exclusive discretion to assign preparation time to each full-time elementary teacher in varying blocks of time per day. A block of time shall be no less than 20 minutes.

Subd. 3. Superintendent Discretion: The Superintendent has the exclusive discretion to assign personnel in order to implement and maintain the provisions of this section.

Section 5. Responsibility: During the teacher's school day, teachers will be expected to check breaches of student discipline, beyond normal teaching and study hall assignments.

Section 6. Substitute Periods: Teachers who substitute for another teacher during their preparation period will be paid at the rate of Curriculum Planning rate or will be given compensation time.

ARTICLE XII - LENGTH OF SCHOOL YEAR

Section 1. Teacher Duty Days: Pursuant to M.S. 120A.41, the District shall, prior to April 1st of each school year, establish the distribution of school days and teacher duty days for the next school year. The teacher shall perform services on those days as determined by the District, including those legal holidays on which the District is authorized to conduct school, and pursuant to such authority has determined to conduct school. A teacher's school year shall consist of 180 days. New teachers shall be required to attend additional workshops or in-service days prior to the beginning of the school year as designated by the District.

Section 2. District Professional Development Day: Teachers will have the option to attend a professional development workshop. Attendees will receive a stipend of \$300 for an 8-hour day. This day will be planned by the District and placed on the District calendar one day prior to the initial August teacher workshop day.

Section 3. Emergency Closings: In the event of a student day or teacher day lost for any emergency the following procedure will be followed: The first day will not be rescheduled and the second day will be rescheduled as a student-contact day. The make-up dates will be determined by recommendation of the Superintendent to the School Board after having gained input through the Meet and Confer process. On any further emergency closing days the teacher shall perform duties on that day or other day in lieu thereof as the District or its designated representative shall determine, if any. PDL or Health Leave will not be deducted for the emergency closing days when no regular or alternate teacher duties are required by the District on the lost day. Loss of professional leave will be addressed through the Meet and Confer process.

Section 4. Energy Shortage, Severe Weather, or Other Exigency: In the event of energy shortage, severe weather, or other exigency, the District reserves the right to modify the length of the school day. The District shall determine, but with the understanding that the total number of hours shall not be increased, i.e., a 4-day week with increased hours per day but the total weekly hours not more than the regular 5-day week.

Section 5. Modifying Length of School Day: The District will consult FUE through the Meet and Confer process prior to modifying the length of the school day pursuant to Section 4, or scheduling more than one make-up day pursuant to Section 3.

ARTICLE XIII - PROGRESSIVE DISCIPLINE

Section 1. Progression of Teacher Discipline: The progression of discipline will be as listed below. Depending upon the circumstances of a specific situation, the District may vary from this progression. Disciplinary action shall include only the following (or any combination thereof), which are listed in no order:

- a. Oral reprimand.
- b. Written reprimand.
- c. Withholding of a step or other scheduled salary increase for a period of 1 school year.
- d. Suspension with pay.
- e. Suspension without pay.

Section 2. Just Cause: No teacher shall be disciplined without just cause.

Section 3. Reprimand: If an administrator has reason to reprimand a teacher, it shall be done, if possible, in such a manner that will not embarrass the teacher before other employees, students, or the public.

Section 4. Identifying Reprimands: Oral reprimands shall be clearly identified as such when administered. A notation of an oral reprimand shall become part of a teacher's personnel file.

Section 5. Notification: A copy of a written reprimand shall be given to the teacher prior to having the reprimand placed in their personnel file. When a disciplinary suspension is intended, the District shall, before or at the time the action is taken, notify the teacher in writing of the specific reason(s) for such action.

Section 6. Personnel File:

Subd. 1. Acknowledgment of Reprimand: Teachers shall have the opportunity to acknowledge, by signature, any written reprimand or notice of disciplinary suspension when it becomes part of the teacher's personnel file.

Subd. 2. Memo Regarding Subsequent Behavior 1 Year After Reprimand: In the absence of a completed Evaluation Form from the Professional Growth and Evaluation Plan being placed in a teacher's file within 1 year of an oral reprimand, the teacher may request a memo regarding his/her subsequent behavior relevant to the reprimand be placed in his/her personnel file and the District may or may not provide it.

Subd. 3. Memo Regarding Subsequent Behavior 2 Years After Reprimand: In the absence of a completed Evaluation Form from the Professional Growth and Evaluation Plan being placed in a teacher's file within two 2 years of an oral reprimand, the teacher may request a memo regarding his/her subsequent behavior relevant to the reprimand be placed in his/her personnel file and the District will provide it.

Section 7. Investigations: In order that no unwarranted disciplinary action will be taken against a teacher, the District will conduct an investigation into any allegations of misconduct. Investigation notes or records, which do not result in disciplinary action, shall not be entered into an employee's personnel file. During any investigation, a teacher may be suspended with pay. Such a suspension is not considered a disciplinary suspension.

Section 8. Arbitration: If a teacher timely grieves a disciplinary suspension without pay, the grievance shall go directly to arbitration.

Section 9. Termination or Discharge: The termination or discharge of a teacher shall be pursuant to M.S. 122A.40, and shall not be subject to the provisions of this article.

ARTICLE XIV - GRIEVANCE PROCEDURE

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

Section 2. Representative: The teacher, administrator, or District may be represented during any step of the grievance procedure by any person or agent designated by such party to act on their behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in Article XIV may be extended by agreement of all parties involved.

Subd. 2. Days: Reference to days in the grievance procedure shall refer to calendar days.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, 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 herein 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: A grievance shall not be valid for consideration unless the grievance is submitted in writing to the District, setting forth the facts and specific provisions of the Agreement allegedly violated and the particular relief sought within thirty 30 days after the day giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level (as described in Section 5 below) to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the District.

Section 5. Adjustment of Grievance: The District and a teacher shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussion with a member of the administration, the administrator shall give a written decision on the grievance to the parties involved within 12 days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing on the form supplied by FUE within 7 days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within 7 days after receipt of the appeal. Within 7 days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the District, provided such appeal is made in writing within 7 days after receipt of the decision in Level II. If a grievance is properly appealed to the District, the District shall set a time to hear the grievance within 20 days after receipt of the appeal. Within 12 days after the meeting, the District shall issue its decision in writing to the parties involved. At the option of the District, within the same 12-day period, a committee or representative(s) of the District may be designated by the District to review the appeal at this level and report its findings and recommendations to the District. The District shall then render its decision.

Section 6. District Review: The District reserves the right to review any decision issued under Level I or Level II of this procedure provided the District or its representative notify the parties of its intention to review within 12 days after the decision has been rendered. In the event the District reviews a grievance under this section, the District reserves the right to reverse or modify such decision within 12 days.

Section 7. Denial of Grievance: Failure by the District or its representative to issue a decision within the time periods outlined in Section 5 above shall constitute a denial of the grievance and the teacher may appeal it to the next level.

Section 8. Arbitration Procedures: If the teacher and the District are unable to resolve any grievance, the grievance may be submitted to arbitration as follows:

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 with the Superintendent within 7 days following the decision at Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first 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 shall, within 12 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 BMS to appoint an arbitrator, pursuant to M.S. 179A.21, Subd. 2, providing such request is made within 30 days after the request for arbitration. The request shall ask that the appointment be made within 30 days after the receipt of the request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing, at which time both parties will have the opportunity to submit, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceedings before the arbitrator shall be hearing de novo (in its entirety).

Subd. 5. Decision: The decision by the arbitrator shall be rendered within 30 days 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 by the PELRA.

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 shall be made of the hearing 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 copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator 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 herein 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 herein, nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but is not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public-school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Expiration of Agreement: Notwithstanding the expiration of this contract, any claim or grievance arising may be processed through the grievance procedure until resolution.

Section 10. Reprisals: No reprisals of any kind will be taken by the District or school administration against any teacher because of his/her participation in this grievance procedure.

ARTICLE XV - PUBLICATION OF CONTRACT

Section 1. Distribution of Agreement: Three copies of this Agreement shall be printed at the expense of the District within 30 days after the Agreement is signed, one to be retained by the School Board, one by the Superintendent, and one by FUE.

Section 2. New Teachers: The District shall provide each new teacher with a copy of this Agreement prior to the teacher's signing of an individual teacher contract.

Section 3. Summer School Teachers: All summer school teachers hired in advance of summer school shall receive contracts prior to the opening day of the summer school session.

ARTICLE XVI - ASSIGNMENT AND NOTIFICATION OF OPENINGS

Section 1. Assignment: On or prior to the last teacher duty day of the school year, teachers shall be given notification of their assignments for the following school year, except as determined by the District to be an emergency.

Section 2. Notification of Openings: All new positions or positions left vacant due to retirement or resignations, including extra-curricular positions, shall be posted and e-mailed to staff, affording all teachers an opportunity to apply for the position. Any teacher licensed for the position, excluding casual and long-term substitutes, applying for the position shall receive an interview. The District has the sole right, not subject to the grievance procedure, to select the best-qualified applicant(s) (among existing staff and outside applicants) based upon professional background, training, experience, and other relevant factors.

ARTICLE XVII - INVOLUNTARY AND VOLUNTARY TRANSFER

Section 1. Involuntary Transfer or Change of Assignment: Changing a teacher's grade level, subject area, or building assignment against the wishes of the teacher constitutes an involuntary transfer. Teachers who are to be transferred or reassigned on an involuntary basis must receive written notification of the change, as well as the reasons therefore, a minimum of 30 calendar days prior to the end of the school year preceding the transfer or reassignment. An involuntary transfer or reassignment will not occur if there is a less senior or probationary teacher with the appropriate license employed by the District. If there is a less senior or probationary teacher employed by the District, that teacher will take the position. In the event of an involuntary transfer, the transferred teacher will continue to gain seniority in the subject matter or area from which that teacher was transferred.

Section 2. Seniority: Except in situations involving transfers due to ULA, when one or more teachers are being involuntarily transferred, the most senior teacher shall be allowed to select from the open positions available for which he/she is licensed, the second most senior will then select from the open positions, and so on.

Section 3. Compensation: Teachers who are to be transferred or reassigned on an involuntary basis to a new classroom will receive a \$100 stipend to move their classroom and office, a \$50 stipend to move only their classroom, and a \$50 stipend to move only their office. The teacher must complete a stipend request and submit it to the District office.

Section 4. Voluntary Transfer in Lieu of Involuntary Transfer: When an involuntary transfer of a teacher is necessary, a more senior teacher may volunteer to transfer and the following shall apply:

- a. The volunteering teacher shall submit in writing a letter to the principal(s) of the grade level/subject area or building assignment he/she is proposing to leave and of the grade level/subject area or building assignment he/she is proposing to join.
- b. The principal(s) will have a discussion with the volunteering teacher and with the teacher who would be involuntarily transferred.
- c. The principal of the receiving grade level will make the final determination of who will fill the open grade level/subject area or building position.
- d. The volunteering teacher will receive preference.
- e. Should the volunteering teacher be accepted to transfer, that teacher will receive one-time stipends of \$500 in additional pay and \$200 in supplemental supply budget for the subsequent school year.
- f. The volunteering teacher is ineligible for compensation as illustrated in Section 3 above.
- g. Should the volunteering teacher's offer be denied, the teacher has the right to ask for the reasons the offer was denied, in writing.
- h. The District has the right, not subject to the grievance procedure, to select the best qualified teacher, volunteer or one subject to involuntary transfer, based upon professional background, training, experience, and other relevant factors.

ARTICLE XVIII - PEER COACHING/PEER MENTORING

Section 1. Steering Committee: The Peer Coaching and Mentoring Committee shall be the steering committee for the Peer Coaching and Mentoring process for all teachers of the District. The committee will consist of 8 people: Superintendent (or designee), 4 teachers, and 3 administrators. The teachers will be selected by FUE and the administrators shall be selected by the District.

Section 2. FUE Committee: In addition to the steering committee outlined above, an FUE Peer Coaching and Mentoring Committee shall implement and operate the Peer Coaching and Mentoring process. Funding for the FUE Peer Coaching and Mentoring Committee will be provided by the District as agreed to by the established practices of the committee. The committee will be compensated a total of \$500.

Section 3. Compensation: Teachers providing a 10-hour class of peer coaching training will receive 15 hours of pay at the Curriculum Planning rate. Teachers selected by the Peer Coaching and Mentoring Committee to be peer mentors will receive a stipend of \$1,000. In the event there is concern involving participation and mentor commitment, the Superintendent and President of FUE will meet to review and discuss proration of mentor pay. The decision reached by the Superintendent and President of FUE is final and not subject to the grievance process.

ARTICLE XIX - INSURANCE COMMITTEE

The Insurance Committee is advisory to the District. The committee will consist of 12 people: 4 selected by the District, 4 selected by FUE, and 4 selected from the remaining employee groups. The committee shall study and review current insurance programs, including benefit and claim history and recommend

changes in coverage and specifications. The Insurance Committee shall recommend and monitor voting procedures among staff members. The District will provide comparative information about current insurance programs to all employee groups in the District

ARTICLE XX - ASSAULT LANGUAGE

If a teacher is absent and eligible for Health Leave under ARTICLE X, Section 1, as the result of a physical injury caused by a student or a non-student which directly relates to the teacher's performance of his/her duties for the District, the difference between the workers' compensation paid to the teacher and the teacher's regular base pay will be paid to the teacher by the District to a maximum of 2 days of pay. This compensation will not be deducted from the teacher's Accumulated Health Leave.

ARTICLE XXI - TEACHER GROWTH AND EVALUATION PROCEDURE

The Professional Growth and Evaluation Labor and Management Committee (PGELMC) will maintain the evaluation procedure set forth in the District Growth and Evaluation Plan for principal and teacher evaluations. The committee will consist of up to 10 people: up to 5 selected by the District and up to 5 selected by FUE. Co-facilitators of this committee will be one FUE teacher and one District representative. This committee will be compensated under the same rules as contained in the District Staff Development Handbook. The evaluation process will not alter the terms and conditions of this Agreement or its interpretation. Any changes to the Growth and Evaluation Plan shall be ratified by a 2/3 vote of all members of FUE, and by a majority vote of the School Board. The PGELMC will evaluate the procedure biannually or as needed.

ARTICLE XXII - STAFF DEVELOPMENT

Section 1. Staff Development:

Subd. 1. District Staff Development Committee: The District Staff Development Committee shall be established by the School Board to develop a staff development plan to:

- a. Make recommendations to establish education outcomes under M.S. 122A.60.
- b. Make recommendations to establish procedures for evaluating progress at each school site toward meeting education outcomes.

Subd. 2. Committee Membership: The District Staff Development Committee shall be established in accordance with M.S. 122A.60. The committee shall consist of teachers representing various grade levels and subject areas, parents, and administrators of the District. The membership of the committee shall consist of a one-teacher majority. The number of teachers and the number of non-teachers shall be agreed upon by the District and FUE. Teacher members shall be selected by FUE, and non-teacher members shall be selected by the District.

Subd. 3. Funding: The funding and cost of implementing and operating the provisions of this section and the usage of such funding is limited to those funds reserved by the District for staff development in accordance with M.S. 122A.61.

Subd. 4. Fund Allocation: Regardless of legislative mandates whether 2% of the Basic Education allowance be spent on staff development, \$45,000 shall be allocated for professional leave under Article X, Section 4. At the end of each fiscal year, the unused portion of the \$45,000

shall be divided as follows: one-half to the district to offset wages and benefits for staff development (as outlined in Subd. 5 below) and one-half to be allocated equally to the elementary, intermediate and high school building staff development committees.

Subd. 5. Fund Remainder Allocation: In the fiscal years when the legislature mandates 2% of the Basic Education allowance be spent on staff development, the remainder of the 2% after the deduction of the \$45,000 allocated in Subd. 4 above will be allocated as follows: \$45,000 for District staff development as determined by the District Staff Development Committee established in Subd. 1 above, and the remainder to offset teacher (and substitute teacher, if any) wages and benefits incurred in staff development activities, primarily being the district workshop or in-service days.

Subd. 6. Professional Leave: Professional leave for professional development purposes designated as "sent by district" will be charged against the District's unrestricted General Fund. Time spent by the teacher engaged in these activities will not be charged against their professional leave per year under ARTICLE X, Section 4, Subd. 1.

Section 2: Staff Development Dollars Flow Chart: A summary of the distribution and allocation of staff development funds, as described in Article XXII, Section 1, is illustrated in a flow chart in the District Staff Development Handbook.

ARTICLE XXIII - INVESTMENT COMMITTEE

The Investment Committee is advisory to the District. The committee will consist of 12 people: 4 selected by the District, 4 selected by FUE, and 4 selected from the remaining employee groups. The committee shall study and review current investment programs including investment history and recommend changes. The District will provide comparative information about current investment options to the committee.

ARTICLE XXIV – HIRING RETIRED TEACHERS

The District may hire at its sole discretion teachers who have retired from the District under TRA for full or part-time positions of any duration including long term substituting according to the following provisions:

1. A teacher may be hired by the district and placed on the lane they were on at the time of their retirement and at step 8 on the appropriate salary schedule attached to this Agreement.
2. A teacher is not eligible for any additional severance under ARTICLE VIII of this Agreement or the longevity pay provisions in ARTICLE VII, Section 8.
3. A teacher shall be entitled to PDL as specified in ARTICLE X Sections 1, 2, 3, 4 and 8 of this Agreement.
4. The compensation for a teacher shall be computed by adding the salary and benefits as identified in ARTICLE VI Section 10 and ARTICLE VII of this Agreement providing the teacher enrolls in the District's health and/or dental insurance plans. The teacher and the District will agree on the distribution of the compensation.
5. The District may or may not request, and a teacher may or may not waive, their tenure rights as the District and individual teacher may agree.
6. The District shall provide FUE a copy of the individual contract as agreed between the District and a retired teacher prior to the School Board's approval of such contract

ARTICLE XXV – BUILDING LEADERSHIP TEAMS

Section 1. Purpose: The Building Leadership Team shall be responsible for coordination of a grade level or department, providing directional input to the building principal, discussion of district initiatives and channeling information to and from a grade level or department. Team members shall also assist new teachers to a grade level or department in curriculum, procedural, technological or other germane areas.

Section 2. Team Composition: Each building shall have a team comprised of teacher representatives and the building principal.

Subd. 1: FES shall include a total of 7 representatives from each of: early childhood, kindergarten, first grade, second grade, third grade, physical education/music and special education.

Subd. 2: FIS shall include a total of 7 representatives from each of: fourth grade, fifth grade, sixth grade, seventh grade, eighth grade, special education and physical education/art/music/industrial technology.

Subd. 3: FHS shall include a total of 7 representatives from each of: mathematics, social studies, language arts, science, special education, art/music and industrial technology/physical education/family and consumer sciences.

Subd. 4: Teachers shall submit their interest for the team to their building principal. If there are multiple submissions for one grade level or department, the building principal shall select the representative.

Subd. 5: A representative may serve no more than 2 consecutive years.

Section 3. Meetings: Teams will meet twice per month during the school year. Meetings will last no longer than one half hour. Representatives are responsible for meeting with their grade level or department members following each meeting.

Section 4. Compensation: Team members will receive a yearly stipend of \$850.

ARTICLE XXVI – RETIREMENT HEALTH INSURANCE BENEFITS

Section 1. Teachers Hired Prior to the 2020-2021 School Year: Upon retirement, teachers who have completed at least 20 years of service with the District and are at least 55 years of age must choose one of two options:

- Option 1: Receive Board contribution toward individual coverage, as defined in ARTICLE VII, Section 3, until the teacher becomes eligible for full Medicare benefits.
- Option 2: Receive a one-time Other Post Employment Benefit (OPEB) payout, as illustrated in Subd. 1 through Subd. 4 of this section. A teacher selecting this option forfeits any Board contribution towards individual coverage outlined in Option 1 above.

The decision of Option 1 or Option 2 is irrevocable at the time of retirement.

Subd. 1. OPEB Payout Eligibility: Any teacher who retired at the end of the 2018-2019 school year is eligible for the OPEB payout. Any teacher who retired on or before June 30, 2018 is not eligible for the OPEB payout.

Subd. 2. Teachers Retiring at Ages 55 through 59: Upon retirement, teachers will receive a payment equal to \$8,000 per year from the date of retirement until they become eligible for full Medicare benefits (age 65).

Subd. 3. Teachers Retiring at Ages 60 through 65: Upon retirement, teachers will receive a payment equal to \$10,000 per year from the date of retirement until they become eligible for full Medicare benefits (age 65).

Subd. 4. Distribution of Payout: Any payout funds described above shall be placed in the individual teacher's Minnesota State Retirement System Health Care Savings Plan.

Section 2. Teachers Hired Beginning with the 2020-2021 School Year: Upon retirement, a teacher is not eligible to receive Board contribution toward individual coverage, as defined in ARTICLE VII, Section 3. A teacher is also not eligible to receive the OPEB payout as defined in Section 1 of this Article. A teacher will receive OPEB benefits as illustrated in this section.

Subd. 1. Benefit Amount: Each year a teacher will have \$2,500 deposited into an OPEB retiree benefit account. This account will be administered by the District, and will earn commensurate interest.

Subd. 2. Duration of and Control of Benefit: The yearly payment will cease after 15 years of accumulated service to the District. A teacher will be in full control of their account (vested) once the teacher reaches 55 years of age. Once a teacher is vested, the balance of the OPEB account (including interest) will be deposited into the District sponsored Health Reimbursement Arrangement (HRA). At this time, administration costs and control of the account become the responsibility of the teacher.

Subd. 3. Restrictions:

- a. Any teacher on a District approved leave of absence will not receive any funds deposited into their OPEB retiree account or accrue years of service while on the duration of their leave. Upon return from leave, a teacher will resume accumulating both years of service and OPEB funds.
- b. Any teacher who severs employment or is terminated prior to becoming vested forfeits any funds in their OPEB account.
- c. Any teacher who severs employment or is terminated once vested is entitled to the full balance of their OPEB account.
- d. For OPEB benefits, any teacher rehired by the District will be granted no prior years of service, and their initial balance of their OPEB retiree account will be \$0.

ARTICLE XXVII - DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1st, 2021 through June 30th, 2023 and thereafter until modifications are made pursuant to the PELRA, except that teachers shall not receive a salary increment increase until a new master agreement is reached. If either party desires to modify or amend this Agreement commencing July 1st, 2023, it shall give written notice of such intent no later than May 1st, 2023. Unless otherwise agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this agreement. All conditions and schedules in this contract shall be in force as of July 1st, 2021 unless otherwise stipulated in this Agreement.

Section 2. Disclaimer: The District, all teachers covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the

Minnesota Department of Education, and valid rules, regulations and orders of state and federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 3. Effect: This Agreement constitutes the full and complete agreement between the District and FUE. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, district policies, rules and regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 4. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open to negotiations during the term of this agreement.

Section 5. Severability: The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provisions thereof.

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

For: Foley United Educators

By: Mary Bentley
Co-President

Dated this 12th day of April, 2022.

For: Independent School District No. 51

By: Mark Coleman
Chairperson

Dated this 4 day of April, 2022.

For: Foley United Educators

By: Carrie A. Viinig
Co-President

Dated this 11th day of April, 2022.

For: Independent School District No. 51

By: Sharon Kipka
Clerk

Dated this 4 day of April, 2022.

SCHEDULE A - SALARY SCHEDULE 2021-2022

STEP	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30
1	\$47,410	\$48,356	\$49,452	\$50,403	\$51,311	\$52,220	\$53,130
2	\$48,037	\$48,904	\$49,904	\$50,910	\$51,815	\$52,725	\$53,587
3	\$48,503	\$49,455	\$50,459	\$51,418	\$52,325	\$53,186	\$54,046
4	\$49,455	\$50,357	\$51,418	\$52,325	\$53,186	\$54,044	\$54,933
5	\$50,357	\$51,262	\$52,325	\$53,186	\$54,044	\$54,903	\$55,816
6	\$51,262	\$52,169	\$53,186	\$54,044	\$54,903	\$55,761	\$56,676
7	\$52,169	\$53,028	\$54,044	\$54,977	\$55,816	\$56,676	\$57,592
8	\$53,371	\$54,224	\$55,249	\$56,161	\$57,019	\$57,884	\$58,798
9	\$54,569	\$55,427	\$56,505	\$57,368	\$58,228	\$59,142	\$60,003
10	\$55,426	\$56,335	\$57,368	\$58,228	\$59,142	\$60,003	\$60,864
11	\$56,335	\$57,196	\$58,228	\$59,142	\$60,003	\$60,864	\$61,785
12	\$57,200	\$58,053	\$59,372	\$60,262	\$61,211	\$62,132	\$63,056
13	\$59,260	\$60,175	\$61,474	\$62,332	\$63,342	\$64,266	\$65,194
14	\$60,820	\$62,112	\$63,846	\$64,943	\$66,130	\$67,491	\$68,942
15	\$62,323	\$64,044	\$66,219	\$67,561	\$68,923	\$70,721	\$72,699
16	\$63,828	\$65,981	\$68,663	\$70,432	\$72,147	\$74,562	\$78,109
17	\$67,071	\$69,223	\$71,905	\$73,675	\$75,391	\$77,805	\$81,352

Quarter Credits: Credits for the purposes of this Agreement are quarter credits. One semester Credit equals 1.5 quarter credits.

SCHEDULE B - SALARY SCHEDULE 2022-2023

STEP	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30
1	\$47,000	\$47,937	\$49,024	\$49,967	\$50,867	\$51,768	\$52,670
2	\$49,094	\$49,980	\$51,002	\$52,030	\$52,955	\$53,885	\$54,766
3	\$49,570	\$50,543	\$51,569	\$52,550	\$53,477	\$54,356	\$55,235
4	\$50,543	\$51,465	\$52,550	\$53,477	\$54,356	\$55,233	\$56,141
5	\$51,465	\$52,390	\$53,477	\$54,356	\$55,233	\$56,111	\$57,044
6	\$52,390	\$53,317	\$54,356	\$55,233	\$56,111	\$56,988	\$57,923
7	\$53,317	\$54,194	\$55,233	\$56,186	\$57,044	\$57,923	\$58,859
8	\$54,546	\$55,417	\$56,464	\$57,396	\$58,273	\$59,157	\$60,091
9	\$55,769	\$56,646	\$57,749	\$58,630	\$59,509	\$60,444	\$61,323
10	\$56,645	\$57,574	\$58,630	\$59,509	\$60,444	\$61,323	\$62,203
11	\$57,574	\$58,454	\$59,509	\$60,444	\$61,323	\$62,203	\$63,144
12	\$58,458	\$59,331	\$60,679	\$61,588	\$62,558	\$63,499	\$64,443
13	\$60,564	\$61,499	\$62,826	\$63,703	\$64,735	\$65,680	\$66,628
14	\$62,158	\$63,478	\$65,251	\$66,372	\$67,585	\$68,976	\$70,459
15	\$63,695	\$65,453	\$67,676	\$69,047	\$70,439	\$72,277	\$74,298
16	\$65,232	\$67,432	\$70,174	\$71,981	\$73,734	\$76,202	\$79,827
17	\$68,546	\$70,746	\$73,487	\$75,296	\$77,050	\$79,517	\$83,142

Quarter Credits: Credits for the purposes of this Agreement are quarter credits. One semester Credit equals 1.5 quarter credits.

SCHEDULE C - EXTRACURRICULAR SCHEDULE

ATHLETICS:

Type I Sports: Football (F), Basketball (B), Swimming (S), Wrestling (W), Volleyball (V), Dance (D)	0-14 Years Coaching for 2021-2022	0-14 Years Coaching for 2022-2023	Additional Yearly Compensation for 15+ Years of Coaching Longevity
Head	6,142	6,277	+150
Assistant/9 th Grade	4,854	4,961	+150
Junior High (F, V, S)	3,018	3,084	+100
Junior High (B, W, D)	3,221	3,292	+100
Elementary	2,376	2,428	+100
Type II Sports: Baseball, Softball, Track, Tennis, Trap Shooting			
Head	4,915	5,023	+150
Assistant	3,923	4,009	+150
Junior High	2,812	2,874	+100
Elementary	2,134	2,181	+100
Type III Sports: Cross Country, Golf			
Head	4,583	4,684	+150
Assistant	3,529	3,607	+150
Junior High	2,450	2,504	+100
Supervisory: Weight Room			
Weight Room	2,812	2,874	+100

If coaching a combined boys and girls team within the same season, the head coach compensation will be 1.25 times the salary.

Coaching Longevity:

1. Longevity is the number of consecutive years coaching in any sport(s).
2. Single gender sports include: football, swimming, volleyball, dance or wrestling.
3. Common sports, offered for both genders, include: cross country, basketball, track, trap shooting, softball/baseball, golf or tennis. A coach who continues in a common sport will continue to accrue longevity in sequential fashion.
4. Coaches of multiple sports may only count 1 sport towards their longevity (example: coaches of both football and track may only count 1 year towards their longevity).
5. Longevity reverts to 0 after a 5-year hiatus in coaching any particular sport(s).

SCHEDULE C - EXTRACURRICULAR SCHEDULE (continued)

PERCENTAGE POSITIONS:

Salary for each of the following positions is based on the teacher's current step in the BA + 15 lane.

Position	Percentage
Spelling Bee Coordinator	1
Re-licensure Chair (Building)	1
Re-licensure Chair (District)	2
FIS Student of the Month	2
FIS Music Director	2
Math Masters	2
8 th Grade Slide Show Advisor	2
FHS Art Club	2
Mock Trial	2
Technical Director Extracurricular (3 Act Play and Musical)	2.5
Math League Coach	3
Language Club Advisor	3
Vocal Music Director	4
FIS Student Council Advisor	4
FIS Yearbook	4
FES Memory Book	4
Junior Class Advisor	4
Senior Class Advisor	4
Chemical Health Officer	4
Auditorium Coordinator	4
Knowledge Bowl Coach	4
National Honor Society Advisor	4
One Act Play Director	4
Skills USA	4
Junior High Speech Coach	4
Assistant Senior High Speech Coach	4
Assistant Instrumental Music Director	5
FHS Student Council Advisor	6
Assistant Musical Director	6
Senior High Speech Coach	6
Outdoor Learning Site Coordinator	6
Play Director (Full Length)	7
Instrumental Director	7
FHS Yearbook	8
Musical Director	8

SCHEDULE D - INSURANCE CONTRIBUTIONS AND BENEFITS

HEALTH AND HOSPITALIZATION:

2021-2022	Advantage/ 400 Plan	Value/850 Plan	HSA/3000 & 5000 HSA Plan
Single	\$635.00	\$642.00 \$79 In Employee VEBA	\$523.00 \$163 In Employee HSA or VEBA
Family	\$1,416.00	\$1,472.00 \$79 In Employee VEBA	\$1,370.00 \$225 In Employee HSA or VEBA
2022-2023	400 Plan	850 Plan	3000 & 5000 HSA Plan
Single	\$635.00	\$642.00 \$79 In Employee VEBA	\$538.00 \$163 In Employee HSA or VEBA
Family	\$1,416.00	\$1,472.00 \$79 In Employee VEBA	\$1,405.00 \$225 In Employee HSA or VEBA

1. The District will pay the listed amount towards the monthly premium, or the monthly premium, whichever is lower.
2. The expense over and above the District contribution, if any, shall be borne by the teacher and subject to payroll deduction.
3. Married teachers who are both employed in the District: Full family coverage (employee choice of plan) or two single policies, each policy receives the respective HSA or VEBA contribution.
4. The District will contribute to either HSA or VEBA (employee choice), but not both.
5. A teacher may make individual contributions to their HSA independent from the District, not to exceed applicable IRS limits.
6. The District will contribute to the HSA/VEBA account according to the schedule above.
7. No new District contributions shall be made to an HSA or VEBA account after retirement.

DENTAL INSURANCE:

1. Maximum amount of District contribution for single or family coverage shall be \$46.00 per month for 2021-2022 and \$46.00 per month in 2022-2023.
2. Teachers may take family dental insurance at their own expense if permitted by and subject to the limitations of the insurance carrier.
3. The expense over and above the District contribution, if any, shall be borne by the teacher and subject to payroll deduction.

LIFE INSURANCE:

\$50,000 per employee Dependent Life, of a family rider for eligible employees.

LONG-TERM DISABILITY (LTD) INSURANCE:

Full District contribution for LTD includes provision for District reimbursement up to \$500/month towards the teacher's expense of continuing medical insurance coverage in the teacher's enrolled District plan for up to 17 months while the teacher is on LTD

SCHEDULE E - EXTENDED DUTY, EXTENDED YEAR PAY, AND OTHER PAY

EXTENDED DUTY PAY:

Extended Duty Pay includes the following but is not limited to: Homebound teachers, Driver Education teachers, Media specialists, Peer Coaching coordinators, Schedulers, Summer Band instructors (maximum 180 hours), Summer School teachers, and Extended Day teachers (does not include Community Education positions). All positions will be paid based on the instructor's current step on the salary schedule:

Steps 1-5:	\$29.00 per hour.
Steps 6-10:	\$32.00 per hour.
Steps 11-14:	\$36.00 per hour.
Steps 15+:	\$40.00 per hour.

EXTENDED YEAR PAY:

Extended Year Pay includes the following: District nurse, high school counselor, and Coordinator of Academic Programs. All positions will be paid their hourly rate of pay for a maximum of 80 hours.

OTHER PAY:

Curriculum Planning: \$35.00 per hour.

Rate is for a maximum of one hour of meeting time on school calendar days, ending no later than 4:20, unless prior approval is obtained. Summer meetings may be longer.

Teachers of Agriculture: Shall receive, as compensation for their summer work, an amount equal to 1/3 of their current salary.

Umpire/Referee for Minnesota State High School League (MSHL) sports: \$70 per event.

Night Supervisors (of Student Activities) & Elementary Concert Directors: \$80 per event.

Non-Assigned Extra Duty Pay (as listed below). These four items may be applied to family or single activities event pass qualifiers:

Intermediate School Activity Night	\$35.00 per night.
Grades 1-4 Concert supervisor	\$35.00 per concert.
High School Dance chaperone	\$35.00 per evening dance; \$70 for Prom.
Drug Abuse Resistance Education (DARE)	\$35.00 for up to 4 hours; \$70 for an event greater than 4, but less than 8 hours.

LETTER OF UNDERSTANDING **EARLY CHILDHOOD FAMILY EDUCATION**

It is hereby understood by and between FUE, and Independent School District No. 51, Foley, Minnesota, as follows:

The attached Table 1: Applicable provisions of this Agreement to Early Childhood Family Education (ECFE) teachers list the provisions of the Agreement that apply and do not apply to ECFE teachers. The exceptions to that table are as follows:

ARTICLE X - LEAVES OF ABSENCE

Section 1. Health Leave:

ECFE Subd. 1. Allowance: ECFE teachers shall earn a total hourly health leave allowance at the rate of 1 hour of health leave for every 20 school hours worked per school year, to accumulate to a maximum of 150 hours.

ECFE Subd. 2. Credit: At the beginning of the school year, each ECFE teacher is credited with the amount of health leave calculated by applying ECFE Subd. 1. Allowance to the ECFE teacher's contract. Should an ECFE teacher, who has used health leave in excess of the actual amount earned, leave the District before the end of the year, the excess number of days shall be deducted from the final paycheck.

Section 2. PDL:

ECFE Subd. 1. Allowance: ECFE teachers who work 20 or more hours per week may be granted 8 hours of PDL per school year, non-accumulative. ECFE teachers, who worked at least 14 hours, but not more than 19 hours per week, may be granted 6 hours of PDL, non-accumulative. PDL may be taken only upon written approval of the Superintendent or his/her designee.

Section 4. Professional Leave:

ECFE Subd. 1. Number of Days: Two days of paid professional leave per year will be granted to ECFE teachers for pursuit of professional development activities. One day will be at the teacher's discretion; the other day will be at the District's direction.

ECFE Subd. 2. Reimbursement: ECFE teachers will be reimbursed up to 7 hours of pay dependent upon the length of the workshop, even in cases when the use of professional leave falls outside of scheduled duty days. In essence, the teacher will be encouraged to use professional leave on days when students are not present, but will not be required to do so.

ECFE Subd. 3. Additional days: Additional paid days of professional leave may be granted by the District for instructional conferences or in-service workshops either required for an ECFE teacher's job or recommend by the supervising administrator.

ARTICLE XI - HOURS OF SERVICE

ECFE Section 1. Basic Day: Hours of employment shall be as set forth on the ECFE teacher's individual contract.

ECFE Section 2. Preparation Time: Each ECFE teacher shall be paid for 30 minutes of preparation time per hour of assigned teaching duties.

ECFE Section 3. Start-Up Time: Each ECFE teacher shall be paid for 1 hour start-up time per group per year before the start of the yearly program.

ECFE Section 4. Staff Meetings: Each ECFE teacher shall be paid for 5 staff meetings per year up to 2 hours duration.

ECFE Section 5. Program Coordination Time: Each ECFE teacher shall be paid for an additional 5 meetings per year of up to 2 hours duration for program coordination time with other ECFE teachers. ECFE Program Coordination Time will be paid only for work done in the school building.

ECFE Section 6. Class Cancellation/Makeup: Any scheduled ECFE class that is cancelled shall be rescheduled and added to the end of the ECFE attendance calendar. ECFE preschool classes shall be made up when the school district makes up instructional time across the district.

ADDITIONAL NOTES: SALARIES AND JOB PROTECTION

ECFE Section 1. Salaries: Each ECFE teacher shall be paid at an hourly rate commensurate with that teacher's position on the salary schedule.

ECFE Section 2. Increment Advancement: Each ECFE teacher shall advance one step per year on the salary schedule provided the teacher has worked in the District a minimum of one half of the weeks in the school year, regardless of hours worked. A "week" is defined as the number of days in a school year, as defined by this Agreement, divided by 5.

ECFE Section 3. Probationary Period and Continuing Contract Rights: The probationary period and continuing contract rights of ECFE teachers are pursuant to MS 122A.40.

ECFE Section 4. Unrequested Leave of Absence and Seniority: Unrequested leave of absence and seniority for ECFE teachers are as set forth in this Agreement where those provisions are not in conflict with M.S. 122A.40.

This letter of understanding constitutes the full and complete agreement between the District and the exclusive representative of the ECFE teachers in the District. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, District policies, rules and regulations concerning terms and conditions of employment inconsistent with these provisions.

This letter of understanding shall be effective July 1, 2021 and shall expire on June 30, 2023.

IN WITNESS WHEREOF, the parties have executed this Letter of Understanding as follows:

For: Foley United Educators

By: Mary Bentley
Co-President

Dated this 5 day of April, 2022

For: Independent School District No. 51

By: Mark C. Cullen
Chairperson

Dated this 4 day of April, 2022

For: Foley United Educators

By: Carrie A. Viinig
Co-President

Dated this 11th day of April, 2022

For: Independent School District No. 51

By: Marion Kipka
Clerk

Dated this 4 day of April, 2022

TABLE I - APPLICABLE PROVISIONS OF THE MASTER AGREEMENT OF ECFE TEACHERS

Article	Title of Article	Applicable Items	Items that do NOT Apply
I	Purpose	All	None
II	Recognition	All	None
III	Definitions	All	None
IV	District Rights	All	None
V	Teacher Rights	Partial	Section 6
VI	Basic Schedules/Rates of Pay	Partial	Section 3 (Subd. 11), Section 7, Section 8 (prorated), Section 9, Section 10
VII	Extra Compensation	Partial	Section 3b, Section 4b, Section 5b, Section 6b
VIII	Severance	None	All
IX	403(b) Match	None	All
X	Leaves of Absence Section 1. PDL Defined Section 2. PDL Overview Section 3. PDL Categories/Limitations Section 5. Sabbatical Leave	None None None None	All All All All
XI	Hours of Service	None	All
XII	Length of School Year	Partial	Section 1, Section 3, Section 4
XIII	Progressive Discipline	All	None
XIV	Grievance Procedure	All	None
XV	Publication of Contract	All	None
XVI	Assignment	None	All
XVII	Involuntary and Voluntary Transfer	None	All
XVIII	Peer Coaching	All	None
XIX	Insurance Committee	All	None
XX	Assault Language	All	None
XXI	Teacher Growth and Evaluation Procedure	All	None
XXII	Staff Development	All	None
XXIII	Investment Committee	All	None
XXIV	Hiring Retired Teachers	All	None
XXV	Building Leadership Teams	All	None
XXVI	Retirement Health Insurance Benefits	All	None
XXVII	Duration	All	None
A	Salary Schedule 2019-2020	All	None
B	Salary Schedule 2020-2021	All	None
C	Extracurricular Schedule	All	None
D	Insurance	Partial	Prorated – ARTICLE VI, Section 11
E	Extended Duty	None	All
	Letters of Understanding	None	All

Notes: a. Exceptions defined in this Letter of Understanding.
b. ARTICLE X, Section 4, Subd. 1, Part b limited to one night per year.
c. Paid leave refers to hours normally worked by an ECFE teacher on the day leave is taken

LETTER OF UNDERSTANDING **SICK LEAVE BANK**

Parties hereby agree to the following between FUE and Independent School District No. 51, Foley, Minnesota:

This letter is in effect for the 2021-2023 school year, and 2022-2023 school year.

Membership in the Sick Leave Bank:

1. Membership is defined as teachers who have made contribution of two health leave days (calculated to the per teacher salary costs) to the bank and have not withdrawn their membership from the bank.
2. Membership is on a voluntary basis.
3. Each year on or before September 15th, the bank is open to new membership from currently employed teachers. The District will send out a reminder of the enrollment period.
4. A teacher may withdraw their membership from the bank at any time in writing to the Superintendent, but the teacher's contribution remains in the bank.

Replenishment of the Sick Leave Bank:

Whenever the value of the bank falls below \$18,000, members of the sick leave bank will be asked to contribute one day to replenish the bank. This is on a voluntary basis and the membership list will be based on this contribution including those who are accessing the sick leave bank at this time.

Access to the Sick Leave Bank:

1. A teacher must be a member of the bank.
2. A teacher must have exhausted his/her health leave and PDL and he/she has to be certified by a medical doctor as being disabled as defined by the Americans with Disability Act and unfit to report to work.
3. A teacher must have experienced five days without pay.
4. Maximum access is 55 days per school year or the number of days needed for the teacher to qualify for long-term disability insurance whichever is less.
5. Sick leave bank shall cover the costs of teacher daily salary and substitute expense.

Oversight Committee:

1. The Superintendent and the President of FUE shall constitute the oversight committee.
2. The committee will determine and monitor membership, access, and replenishment of the bank.
3. If Superintendent and the President of FUE disagree about an issue involving membership, access, and replenishment of the bank, the Superintendent will decide the issue and his/her decision is not subject to the grievance procedure.

Exclusion:

1. This sick leave bank is not available to any participating teacher in the following circumstances:
2. A declared natural disaster at the local, state or national level affecting the location in which the staff member lives.
3. A declared emergency including pandemic flu emergency at the local, state or national level affecting Foley or the location in which the staff member lives.

Hold Harmless:

Any teacher sick leave bank challenge shall not be subject to the grievance procedure.

IN WITNESS WHEREOF, the parties have executed this Letter of Understanding as follows:

For: Foley United Educators

By: Mary Bentley
Co-President

Dated this 5 day of April, 2022

For: Independent School District No. 51

By: Mark Cohn
Chairperson

Dated this 4 day of April, 2022

For: Foley United Educators

By: Carrie A. Vining
Co-President

Dated this 11th day of April, 2022

For: Independent School District No. 51

By: Sharon Kipka
Clerk

Dated this 4 day of April, 2022

