

MASTER AGREEMENT

Between

**SCHOOL BOARD OF
FRIDLEY INDEPENDENT SCHOOL DISTRICT 14**

And

FRIDLEY EDUCATION ASSOCIATION

July 1, 2021 through June 30, 2023

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MASTER AGREEMENT

Article I Parties and Effect

Section 1. Parties: This Agreement, entered into between the School Board of Independent School District 14, Fridley, Minnesota, hereinafter referred to as the School Board, and the Fridley Education Association, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Relations Act as amended, hereinafter referred to as the P.E.L.R.A. as amended, to provide the terms and conditions of employment for teachers during the duration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School Board and the exclusive representative representing the teachers of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Compensation for any new position added to Schedule C during the term of this agreement shall be subject to negotiations between the association and the administration.

Any statement in this Agreement found to be in violation of any valid rule, regulations or order of State and Federal agencies shall be considered null and void.

Article II Recognition of Exclusive Representative

Section 1. Recognition: In accordance with the P.E.L.R.A. as amended, the School Board recognizes the Fridley Education Association as the exclusive representative of teachers employed by the School Board of Independent School District 14, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. as amended and as described in the provisions of this Agreement.

Article III Definitions

Section 1. The Fridley Education Association shall represent all teachers in the appropriate bargaining unit as determined pursuant to the PELRA. For purposes of this section, the term "teacher" shall mean any person employed by Independent School District 14 in a position for which licensure is required by the Board of Teaching or the State Board of Education or in a position of physical therapist or occupational therapist, except superintendent, principal and assistant principal who devoted more than 50% of time to administrative or supervisory duties, and daily substitute teacher who does not replace the same teacher for more than thirty (30) working days.

Section 2. Long Term Substitute Teachers: A long term substitute contract shall be issued to a legally certified teacher who is serving as a substitute during a full school year's leave of absence of a regularly contracted teacher.

Subd. 1. Salaries: Salaries for long term substitute teachers shall be determined in the same manner as salaries for a continuing contract teacher.

Subd. 2. A substitute engaged for at least 31 consecutive working days is eligible for the same fringe benefits as those teaching under a continuing contract.

Section 3. Terms and Conditions of Employment: Terms and conditions of employment means the hours of employment, the compensation therefor, including fringe benefits, except retirement contributions or benefits and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of the School District. The terms in both cases are subject to the provisions of M.S. 179A regarding the rights of public employees in the scope of negotiations.

Section 4. School Board: Any reference to School Board or School District in this Agreement shall mean the School Board of its designated officials.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A. as amended.

Article IV School Board Rights

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School Board 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 employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

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

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the teaching and teaching related services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued from time to time by properly designated officials of the School District. Any provision of this Agreement found to be in violation of any such laws shall be null and void and without force and effect. The

School Board will abide by the Minnesota Statutes of PELRA including 179A.13 Unfair Labor Practices.

Article V Teacher and Association 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 designated to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one; nor shall it be construed to require any teacher to perform labor or services against his/her will.

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 an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers with the School Board of such unit.

Section 3. Request for Dues Check-off: Teachers shall have the right to request and be allowed dues check-off for the teacher organization of their selection provided that the teacher organization has not lost its right to dues check-off pursuant to M.S. 179A of the P.E.L.R.A. as amended. The employer, upon notification by the exclusive representative, is obligated to check off the fee from the employee's earnings and transmit the same to the exclusive representative. Any dispute as to the validity of a specific deduction is solely between the Association and the individual employee. The Association warrants that it will indemnify and hold harmless the employer and any of its agents from any and all actions which any organization or employee may have, or claim to have, now or in the future, arising out of or by reason of the deduction or lack thereof.

Subd. 1. All teachers who have applied for dues check-off in the Association will automatically have their membership dues deducted in equal monthly installments. Deductions for members employed after the beginning of the school year shall have their membership dues deducted in equal monthly installments beginning at their start date, as defined by notice from FEA.

Subd. 2. The District will promptly remit to the Association treasurer the amount of money deducted each month. With each installment the District will provide to the Association membership chair a list of people currently having dues deducted.

Section 4. Facilities: The exclusive representative may use School District facilities for the transaction of Association business scheduling such use in advance with the building principal of the school, provided that this does not interfere with the normal school operation.

Association meetings may also be held during the contractual day provided that they do not also interfere with the normal operations of the school. Such meetings shall normally be no more than one-half (1/2) hour per month scheduled at the discretion of the building principal and not to conflict with classes and/or after school activities. Such meetings shall not be used for purposes of an adversarial nature to the District. Employees may not use any school facilities or equipment to make any personal attacks on other staff. The employees will abide by the Minnesota Statutes of PELRA including 179A.13 Unfair Labor Practices.

Section 5. The School Board will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association or collective professional negotiations with the Board or his/her institution of any grievance, complaint or proceeding under this contract. All rights granted to teachers in this Agreement are in addition to those granted elsewhere.

Section 6. Personnel Files: All monitoring or observation of the work performance of District personnel shall be conducted openly and with full knowledge of that person.

Subd. 1. No written material derogatory of a teacher's conduct, service or character shall be placed in his/her personnel file unless the teacher is given prompt written notice.

Subd. 2. As provided by law, M.S. 122A.40, Subd. 19, a teacher shall be entitled to submit a written response to any material placed in the teacher's personnel file or to seek expungement of any material through the grievance procedure.

Subd. 3. Teachers shall have the right upon request to review the contents of their personnel file and to receive at their own expense a copy of any documents contained therein.

Section 7. Each school year up to 200 hours leave may be used by officers or representatives to conduct Association business provided that no more than 40 hours may be used by one teacher, except the Association president who may use 120 hours. Additional hours for the president may be approved by the Superintendent. During negotiations the number of hours may be waived at the discretion of the Superintendent. The Association agrees to notify the building principal at least forty-eight (48) hours prior to the date for intended use of said leave. Teacher substitutes will be paid for by the exclusive representative.

Section 8. Teachers with responsibilities in more than one building will have one school designated as their base and all arrangements for leave and other responsibilities will be made by the principal of that building. Duplication of responsibilities will be avoided wherever possible.

Section 9. Teachers with split assignments between two districts shall have the right to meet and negotiate their conditions of employment.

Section 10. If a teacher voluntarily takes a less than full-time contract (a decreasing assignment), they shall retain the right to a full-time position if they notify the District by February 1 prior to

the next school year and a full-time position for which the teacher is qualified is available. Requests for voluntary part-time contracts shall not exceed three (3) years in duration.

Article VI Basic Schedules and Rates of Pay

Section 1. 2021-2023 Salary Schedule: The wages and salaries reflected in Schedule A attached hereto shall be effective only for the 2021-2023 school year.

Section 2. 2021-2023 Salary Schedule: The wages and salaries reflected in Schedule B attached hereto shall be effective only for the 2021-2023 school year.

Section 3. Status of Salary Schedule: The salary schedules are not to be a part of a teacher's continuing contract and the School Board reserves the right to withhold increment advancement, lane changes, or any other salary increase as the School Board shall determine provided there is just cause.

Section 4. Placement on a Salary Schedule: The following rules shall be applicable to determining placement on the appropriate salary schedules:

Subd. 1. Experience: Salary advancements shall be determined annually by adding all full and part-time experience and giving credit to the nearest full year of experience. Teaching 50% or more of a full-time schedule shall be considered full-time experience for purposes of this Section.

Subd. 2. Effective the 2021-2022 school year, newly hired teachers who have had experience in other school systems may be credited for each year of experience up to a maximum of eight (8) years. Credit for nine (9) or more years may be granted by special action of the School Board.

Subd. 3. Effective the 2021-2022 school year, newly hired Nurses, social workers, occupational therapists, physical therapists, and speech language pathologists shall be granted experience credit for relevant non-school work experience with 2000 verified hours equaling one year/one performance increment with the maximum experience credit based on the guidelines set forth in Subd. 2 of this Article.

Subd. 4. The District agrees to advise final candidates of where they would be placed on the schedule before hiring.

Subd. 5. Once initial placement has been made upon the salary schedule, staff shall then move up the salary schedule pursuant to the terms and provisions of the Master Agreement.

Subd. 6. Military Service: Teachers drafted or called to active reserve duty while teaching in District 14 shall upon returning to the District receive full credit for military or alternate

civilian services. All accumulated leave shall be restored. This shall not apply to service rendered prior to the adoption of this Agreement. M.S. 471.975(b) (2004)

Subd. 6.

- a) Beginning July 1, 2021, credits to be considered applicable on any lane of the salary schedule must be relevant to the teaching assignment, education, educational leadership (including admin licensure) curriculum, instruction or similar concentration offered by a college of education. During the 2021-2022 transition year, eligible credit not previously approved may be applied to a lane change effective July 1, 2021. Credits must carry a grade-point average of 2.8 or higher as interpreted by the institution awarding the grade; credits must be approved by the Superintendent or designee in writing prior to taking the course. Credits to apply beyond the M.A. Lane must be earned subsequent to earning the M.A. degree and must be taken at an accredited college or university. At the time of hiring, new employees must inform the Superintendent or designee of current credit for approval and subsequent placement on salary schedule. District reserves the right to exclude undisclosed credits.
- b) Credits to be approved shall be a part of the pre-arranged approved degree program or a part of the pre-arranged approved plan of professional development in the teacher's teaching assignment. Courses in the plan or program may be substituted with mutual agreement. A teacher on an approved degree program shall be given credit for elective courses prescribed by the institution as a part of the course of study for the degree.
- c) Up to three (3) credits of the allowable ten (10) credits for advancement to the next lane on the salary schedule may be gained from in-district workshops with approval from the Superintendent of Schools. One credit is allowed per workshop consisting of no less than 15 hours of instruction.
- d) Salary adjustments for increased education shall be made twice each year. The first adjustment shall be made during the month of October and shall be based upon credits and degrees completed prior to September 1. Application for adjustments in October must be filed on or before October 1 in order to be considered. Upon Board approval of an October adjustment the applicable salary increase for a full contract year shall be pro-rated over the remaining pay periods. The second adjustment shall be made during the month of March and shall be based upon credits and degrees completed prior to February 1. Application for adjustments in March must be filed on or before March 1 in order to be considered. Upon Board approval of March adjustment, one-half (1/2) of the full year salary increase will be pro-rated over the remaining pay periods.
- e) At the discretion of the Superintendent and with prior approval, any of these requirements may be waived in a specific program.

- f) Applications for salary adjustments must be accompanied by a transcript of credits earned since the last adjustment was made. Proof of credits is acceptable until an official transcript is received.

Subd. 7. Maintenance of Certification by Teacher:

- a) Teacher is responsible for maintaining their full licensure with all areas list in effect at time of hire and in place at time of lane changes approved by the School Board for that teacher since the date of hire to the present.
- b) Teacher is responsible for checking the Seniority List and licensure areas for accuracy.
- c) Teacher is responsible to keep license areas current according to state law.
- d) The district may suspend a teacher without pay if their license has lapsed.

Subd. 8. Teacher Request to Drop a Licensure Area:

- a) **Step One.** If a teacher desires to drop a license area, then the teacher must first notify the building principal and superintendent in writing. The Board of Teaching requires dropping licensure by December 31; therefore, dropping licensure for the following year in Fridley must occur no later than December 31.

Step Two. The District will review the lane placement of a teacher who gives notice of his or her intent to drop a license area. That teacher's lane placement will be re-evaluated by the District based upon the germaneness of the prior approved credits to the remaining subject matter areas of licensure and teaching assignment. The District will schedule a meeting with the teacher to review its evaluation of the lane placement. The District will inform the teacher in writing as to what the lane change will be and when the lane change will be implemented.

Step Three. If the teacher decides to drop the license area, the teacher will give written notice of this decision to the principal and superintendent.

Step Four. The District will provide written notice to the teacher of its final determination of the teacher's lane placement and its implementation date.

- b) In the event a teacher drops a license area after following the above procedures and the District subsequently determines that specific credits being credited toward a lane change are no longer germane and not credited toward that lane change, the grievance process is available for the teacher and exclusive representative to challenge the District's decision.

Subd 9

Step One. If a teacher drops or lets an area of licensure expire without notifying the District and without following the steps identified in Article 6, Section 4, Subd 8a, the Superintendent will initiate the following steps and the Superintendent's decision will be final.

Step Two. The District will review the lane placement of a teacher who lets a license area expire. That teacher's lane placement will be re-evaluated by the District based upon the germaneness of the prior approved credits to the remaining subject matter areas of licensure and teaching assignment. The District will schedule a meeting with the teacher to review its evaluation of the lane placement. The District will inform the teacher in writing as to what the lane change will be and when the lane change will be implemented.

Step Three. If the teacher chooses not to reinstate a license area, the teacher will give written notice of this decision to the principal and superintendent.

Step Four. The District will provide written notice to the teacher of its final determination of the teacher's lane placement and its implementation date.

Section 5. Salary Payments: 24 payment schedule will be utilized. Employees will be paid by automatic check deposit.

Subd. 1. Summer Pay Option: Teachers shall have the option of receiving the remainder of their contract salary in a lump sum. This payment shall be made on the first payday after the end of the regular school year. In order to exercise this option, the teacher must notify the District Office on or before May 1.

Subd. 2. Extra-Curricular Payments: Payments for extracurricular activities will be made in one of two ways:

- a) Total salary will be paid upon completion of the activity. In order to exercise option "a" a teacher must notify the District Office before August 15. If any extra-curricular assignments are made after this date, teachers have the right to select this salary option or
- b) Total salary will be paid throughout the season of the activity.

Section 6. Pay Deduction: Whenever pay deduction is made for a teacher's absence, the contract salary divided by the number of duty days shall be deducted for each day of absence.

Section 7. Contract Extension: Employees are eligible for sick leave and long term disability benefits during the period of contract extension which hereinafter shall mean those days in which all contracted personnel are employed beyond the normal 185 duty days. Any change in an extension shall be by notice to the teacher in at least the same number of days as are in the

extension. If such notice is not possible, pay for the extension shall be held until the end of duty so as to avoid the need for any pay back by the teacher.

Section 8. Payment on Retirement: Salary payments due a teacher retiring under the rules of the Teacher's Retirement Association shall be paid within thirty (30) days of cessation of employment.

Article VII Extra Compensation

Section 1. Extra-Curricular Schedule: The wages and salaries reflected in Schedule C, attached hereto, shall be a part of this Agreement. A maximum of seven (7) years' experience may be given coaches who accept an additional assignment or transfer assignments. At the discretion of the administration, experience outside the District may be granted. Retired Fridley staff members will receive experience credits as listed above. Any non-teaching staff coaches who are assigned and hold no coaching certificates shall receive only the base.

Section 2. Stipends for specialists: Licensed school nurses, occupational therapists and speech/language pathologists may earn one lane credit for 15 hours of approved workshop instruction. Licensed school nurses, occupational therapists and speech/language pathologists are exempt from the limit of three (3) credits from workshops per lane change, and may attain lane changes as follows:

- 1) If a teacher has no master's degree, the workshop credits will be accepted by the district until the employee reaches the MA+10 lane of the salary schedule.
- 2) If a teacher has earned master's degree, the workshop credits will be accepted by the district until the employee reaches the MA+40 lane of the salary schedule.
- 3) Thereafter, if a licensed school nurse, occupational therapist and speech/language pathologist wants to attain a higher lane, they must follow the requirements of Subd. 6 a), b), and c) above. The above language shall have no effect after 7/1/2018.
- 4) The following specialists who submit documentation of national certification or LICSW certification indicated below by May 1, shall receive the following yearly stipend on June 15 payroll:

1. School Psychologist (NCSP):	\$1,650
2. Speech Pathologist (ASHA):	\$1,550
3. Occupational Therapist (NBCOT):	\$1,740
4. Nurses (NBCSN):	\$1,350
5. Licensed Independent Clinical Social Worker (LICSW):	\$1,000

 - a. LICSW stipends will be effective beginning in 2020-2021 school year.
 - b. Stipends pursuant to this provision shall be prorated for employees who work less than a full school year. The proration shall be

calculated as follows: (Teachers annual days worked ÷ 185) x above stipend.

Section 3. Sharing Assignments: Two or more employees can share an extra-curricular assignment upon mutual agreement between the District and the employees.

Article VIII Group Insurance

Section 1. Health and Hospitalization Insurance:

Subd. 1. Coverage:

2021-2023 The district's contribution toward health insurance for 2021-2023 shall be:

Single	100% of the Base plan
Employee + 1	81% of the Base plan
Family	74% of the Base plan

Coverage is for all teachers employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 2. Plan: The above contributions will be made towards a group health care plan. The District will not arbitrarily disregard the wishes of the exclusive representative in the selection of a carrier. If possible, an annual open enrollment period should exist with all carriers.

Subd. 3. Insurance Buy-in: A teacher who has ten (10) years of service to teaching in the Fridley Public Schools and is at least 55 years of age shall be eligible to continue participation in the District's group medical insurance plan. All group medical insurance coverage options will be available to the teacher. The teacher will be responsible for all premium costs following resignation or retirement from the District. Insurance must be taken at the time of leave and must be continuous. The teacher may participate in all other insurance programs of the District on a self-pay basis subject in each case to the approval and terms of the insurance carrier. It is the responsibility of the teacher to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance and on such dates as determined by the School District. The teacher's right to continue participation in such group insurance, however, will be discontinued upon the teacher reaching eligibility age of FICA/Medicare, or if the teacher becomes eligible for insurance benefits through re-employment prior to the eligibility age of FICA/Medicare. Once a person has decided to terminate participation in insurance programs, he/she will not be allowed to re-enroll.

Section 2. Dental Insurance:

Subd. 1. The School Board shall contribute the full cost of individual coverage for all teachers employed by the School District who qualify for and who are enrolled in the School District dental health plan.

Subd. 2. Plan: The above contribution will be made toward a plan approved by the Board and the exclusive representative.

Section 3. Long Term Disability: The District will provide a long term disability plan for all teachers employed by the District providing a benefit of 70% of basic annual salary in the event of disability caused by sickness or accident. The waiting period for this benefit shall be 60 calendar days. The premium for the plan will be paid by the teacher through payroll deduction. All unit members must participate in the plan.

Section 4. Life Insurance: The District will provide a group term life insurance policy on the life of all teachers employed by the District in the amount of \$50,000.00. Each teacher may apply for up to \$150,000 of supplemental coverage at their own expense.

Section 5. Liability Insurance: The District will provide a comprehensive liability policy including corporal punishment as long as it is economically feasible.

Section 6. Eligibility: Part time teachers must work 50 percent or more of a full time schedule to be eligible for fringe benefits. Benefits under this article for a part time teacher working from 50 to 79 percent of a full time schedule shall be pro-rated in the same ratio as the teachers' contract bears to a full time contract. Teachers working 80 percent or more of a full time schedule shall receive full fringe benefits.

Section 7. 125B Plan: The District shall provide a 125B Plan.

Article IX Leaves of Absence

Section 1. Sick Leave: Sick leave with pay may be used whenever a teacher's absence is due to illness or injury which prevented his/her attendance at school in performance of duties on that day or days during the regular school year provided that the teacher has unused sick leave at the time of such absence. Sick leave shall be at the rate of up to 80 hours (10 days) per year prorated based on the teachers work assignment. The proraon shall be calculated as follows:

$(\text{Teachers assigned daily work hours} \div 8 \text{ hours}) \times (\text{Teachers annual days worked} \div 185) \times 80 \text{ Hours}$

Accrual will be unlimited as earned. Yearly accrual will be immediate. A certificate from a physician may be required whenever an absence for three or more consecutive days occurs. Earned sick leave may be used for illness or injury of relatives pursuant MS 181.9413. Additional hours may be granted at the discretion of the Superintendent for emergency or major health

problems. Employees resigning before the end of the school term who have used unearned sick leave will have the used but unearned leave deducted from their final paycheck. In this event, earned sick leave will be computed based on the calculation above.

Subd. 1. Hourly paid teachers shall accrue sick leave benefits based on average number of hours worked per day. These hours will be accrued each month at a rate equal to the average number of hours worked per day. Part-time teachers shall accrue sick leave at the same percentage as their contract specifies. Accrual shall be unlimited.

Subd. 2. Religious Holiday Observance: Two (2) recognized official religious holidays during the school year may be deducted from accrued sick leave, and a third day may be approved at the discretion of the Superintendent under the following conditions.

- a) Written application is made indicating religious day to be observed one (1) week in advance of the desired day of leave to the principal or supervising administrator.
- b) Such day is a scheduled duty day.

Section 2: Supplementation to Workers' Compensation Benefits

Subd. 1. An employee who is absent from work due to a work-related injury and is receiving workers' compensation benefits may elect, in writing, to supplement workers' compensation benefits by using his/her accrued sick leave and/or vacation leave in order to receive the full amount of his/her normal pay.

Subd. 2. If an employee elects to supplement workers' compensation benefits under subd.1, the amount of the employee's accrued sick leave or vacation leave shall be proportionately reduced in the amount of the supplemental pay. Elections will automatically cease when the employee's accrued sick leave and vacation leave have been exhausted.

Subd. 3. In no event shall an election to supplement workers' compensation benefits from accrued sick leave or vacation leave result in an employee receiving more than his/her normal daily, weekly or monthly pay.

Subd. 4. Employees must provide the documentation needed to determine the supplemental amount payable from accrued sick leave or vacation leave. Elections pursuant to this Section are valid only during periods during in which the employee is receiving workers' compensation benefits.

Section 3. Vacation Leave: Up to sixteen (16) hours (2 days) of vacation leave shall be granted to members of the professional staff each year prorated based on the teachers work assignment. The proration shall be calculated as follows:

$(\text{Teachers assigned daily work hours} \div 8 \text{ hours}) \times (\text{Teachers annual days worked} \div 185) \times 16 \text{ Hours.}$

A teacher planning to use a vacation leave shall notify his/her principal as early as possible, but in any event at least one (1) day in advance, except in cases of emergencies. The number of leave requests approved under this Section shall not exceed six percent (6%) of the total licensed staff in any one (1) day unless this restriction is waived at the discretion of the building principal. Vacation leave may accrue to a total of 56 hours (7 days). Vacation days not taken shall be paid by the District at the rate of \$16.85 per hour provided notice of intent to claim such pay is received by the District by May 1 or ten days after notification of non-renewal. Vacation days exceeding a total of 56 hours (7 days) at the end of the school year will automatically roll over into the employee's sick leave.

Additionally, eight (8) hours of personal leave per year can be taken by the teacher and not chargeable against sick or vacation leave.

Vacation leave may be taken in a minimum of 1 hour increments.

Section 4. Sabbatical Leave: One year or part of a year may be granted at the discretion of the School Board to members of the professional staff for the purpose of professional advancement, subject to the conditions established by the School Board.

Subd. 1. To be eligible for sabbatical leave, an individual must have been a licensed employee seven (7) full years in the Fridley Public Schools. The proposed program of study or travel must have the approval of the Superintendent.

Subd. 2. Sabbatical leave for study shall be limited to individuals centering their study in their area of major concentration and should not be used for re-training in a new area unless at the request of the administration.

a) The recipient of a leave is expected to carry a normal course load as determined by the college attended except with approval of the Superintendent, work on a thesis may be substituted by PhD or Specialist candidates.

Subd. 3

a) The application must be submitted in writing to the Superintendent prior to January 15 of the school year preceding the school year in which the leave is sought.

b) The application shall contain a detailed description of the intended activity, including but not limited to, the institution where study will take place, courses and number of credits to be carried, and all other details surrounding the program.

Subd. 4. The number of teachers on sabbatical leave shall be limited in number to 1% of the teaching staff, if a fraction, to the next highest number. If the number of requests exceeds

the limitation, priority shall be given on the basis of length of service, contribution to the school system, and the equitable distribution of leaves among the various departments of school service.

Subd. 5. The allowance granted to a teacher on sabbatical leave shall be \$10,000 or one third (1/3) of previous year's total eligible TRA salary whichever is larger. The teacher shall remain eligible to participate in medical insurance, dental and life insurance. Single coverage will be paid by the District.

Subd. 6. A teacher who is granted a sabbatical leave must pledge himself/herself to teach in the Fridley Public Schools for one (1) full year following the termination of the leave. If the teacher's service is discontinued for any reason other than the individual's incapacity to teach before the expiration of one (1) year, he/she shall pay back to the School Board pro-rata part of the sabbatical allowance. The teacher will sign a note for the salary he/she receives during his sabbatical leave. This note will be canceled one (1) year after his return to the Fridley System.

Subd. 7. Upon expiration of the sabbatical leave, the individual shall have the privilege of returning to the position he/she occupied prior to the leave, with increment added to his/her salary.

Section 5. Jury Duty: If an employee is absent from regular duty due to jury duty, the employee shall receive normal payment as if s/he were working. For any paid duties beyond the normal duty day, the District shall maintain payment to the employee for up to the initial two weeks of jury duty, provided no extra cost is incurred to the District for substitute teachers or coaches. The employee on jury duty will arrange for another coach or teacher to cover those extracurricular duties in his/her absence. During a period of jury duty, an employee must pay the district the full amount earned for the jury duty. The employee must submit documentation of the jury duty and record of the accompanying payment for jury duty.

Section 6. Subpoena:

A teacher who is subpoenaed shall be granted one day of leave without any salary deduction or loss of basic leave allowance. If the subpoena is for a school-related issue, the teacher will be granted the necessary leave required without any salary deduction or loss of basic leave allowance. Additional days may be granted at the Superintendent's discretion.

Section 7. Child Care Leave:

Subd. 1. An unpaid child care leave shall be granted by the School District subject to the provisions of this Section and the Family Medical Leave Act. Child care leave shall be granted because of the need to prepare and provide parental care for a child or children of the teacher for an extended period of time.

Subd. 2. A teacher electing child care leave shall inform the Superintendent in writing of intention to take leave at least three (3) calendar months before commencement of the intended leave. The commencement of leave shall be advanced to such time as may be necessary to accommodate premature birth.

Subd. 3. If the reason for the child care leave is illness or disability related to pregnancy or childbirth, a teacher must utilize their available sick leave balance, excluding the current year's allocation pursuant to the sick leave provisions of this Agreement and the Family Medical Leave Act. The current year's sick leave allocation may be used as well. A teacher will provide at the time of the leave application, a statement from the physician certifying expected day of delivery and/or period of incapacity, and basis for the requested leave.

If bonding leave is taken under this section, available sick leave must be consecutively used within the first 12 weeks of the birth of the child as paid leave, providing the employee has accumulated adequate sick leave. The paid leave shall come from the employee's accumulated sick leave.

Subd. 4. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year, i.e., winter vacation, spring vacation, quarter break, ending of a grading period, end of the school year, or the like. If it is determined that winter vacation is the natural break, credit for one-half year's service shall be given.

Subd. 5. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

- a) Grant any leave more than twelve (12) months in duration.
- b) Permit the teacher to return to his or her employment prior to the date designated in the request for child care leave.

Subd. 6. A teacher returning from child care leave shall be re-employed in a position for which he or she is licensed at the time of the leave unless previously discharged or placed on requested leave.

Subd. 7. Failure of the teacher to return pursuant to the date determined under this Section shall constitute grounds for termination unless the School District and the teacher mutually agree to an extension in the leave.

Subd. 8. The parties agree that the applicable periods of probation for teachers as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate a teacher's performance. The parties agree, therefore, that periods of time for which the teacher is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 9. A teacher who returns from child care leave within the provisions of this Section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 10. Adoption Leave

Paid Leave

If bonding leave is taken under this section, available sick leave may be used, but must be consecutively used within the first 12 weeks of placement of the child, provided the employee has accumulated adequate sick leave. Any required acclimation time prior to placement may be taken from the 12 weeks and need not be consecutive. The paid leave shall come from the employee's accumulated sick leave.

Employees must submit a request for adoption leave at the earliest opportunity, along with documentation regarding the adoption. Additionally, employees must submit intended commencement and return dates at the earliest opportunity.

Unpaid Leave

Provisions of unpaid adoption leave shall follow those of unpaid child care leave.

Section 8. Aging Parent Leave:

Subd. 1. An unpaid aging parent leave shall be granted by the School District subject to the provisions of this Section. Aging parent leave shall be granted because of the need to prepare and provide care for an aging parent of the teacher for an extended period of time.

Subd. 2. A teacher electing aging parent leave shall inform the Superintendent in writing of intention to take this leave as soon as known. The leave shall be approved at the discretion of the Superintendent.

Section 9. Bereavement Leave:

Subd 1. Immediate Family: Up to forty (40) hours (5 days) of sick leave per year shall be granted for the purpose of enabling a teacher to make arrangements for and/or attend the funeral in the event of a death in the immediate family. The immediate family shall include the spouse, child, foster child, brother, sister, parent, guardian, grandparents, grandchildren, parents-in-law, brothers in-law, sisters-in-law, aunts or uncles. In extenuating circumstances, a teacher can request approval from Human Resources for use of this benefit for an individual who is not listed above but who stands in the same relationship with the teacher. Additional days may be granted at the discretion of the

Superintendent with the cost of the substitute rate of pay to be deducted from the teacher's salary.

Subd 2. Non-Immediate Family: Absence due to the death of a person not listed in Subd. 1. will be limited to one (1) day per occurrence. Such absence will be deducted from accrued sick leave. If the teacher does not have sufficient accrued sick leave, the cost of a substitute rate of pay will be deducted from the teacher's salary for each occurrence.

Section 10. Unpaid Leaves of Absence:

Subd. 1. Short term leaves of absence (defined as less than two [2] consecutive weeks) and long term leaves of absence (defined as one [1] year or less) for any reasons other than those set forth in this Article shall be at the discretion of the Superintendent and upon such terms as may be mutually agreed between the teacher and the Superintendent. The request shall be submitted in writing, state the proposed dates and the reason for the proposed leave. If the request is denied the Superintendent shall at the request of the teacher state his reason in writing.

Subd. 2. Time on unpaid leave of absence shall not be counted toward advancement on the salary schedule except that if a teacher has completed one-half or more of a school year, that year shall be counted for purposes of advancement.

Subd. 3. Teachers on unpaid leave of absence shall retain their original date of hire as defined in Article XV, Section 11, of this Agreement.

Section 11. Extended Leave of Absence: In accordance with M.S. 122A.46 the Board may grant extended leaves of absence to any qualifying teacher who makes a request known in writing to the Director of Personnel before February 1 in the school year preceding the school year in which the leave is to commence.

Subd. 1. Qualifications: The District shall grant an extended leave of absence of at least three years but no more than five years to any teacher who qualifies for such leave pursuant to the provisions of M.S. 122A.46. To qualify for an extended leave of absence, a teacher must have been employed by the District for at least five years and must have at least ten years of allowable service credit in TRA.

Subd. 2. Purpose: As the intention of M.S. 122A.46 is to minimize the number of layoffs caused by declining enrollments, the District may grant extended leaves of absence primarily for qualified staff members to explore alternative careers.

Subd. 3. Time Limits: Extended leaves of absence shall not exceed five (5) years in duration and may be granted only once.

Subd. 4. Reinstatement: A teacher on an extended leave of absence pursuant to this Section shall have the right to be reinstated to a position for which the teacher is licensed at the time of the leave at the beginning of any of the first five (5) school years after the teacher's extended leave of absence begins, unless the teacher is discharged or placed on unrequested leave of absence or the teacher's contract is terminated (pursuant to M.S. 122A.40) while the teacher is on the extended leave. If a teacher seeks and obtains a different license, his/her rights to fill a position in the area of new licensure apply only if that position is open. An "open position" means the position is not being held by a qualified teacher-with a continuing contract or not. The Board shall not be obligated to reinstate any teacher who is on an extended leave of absence unless the teacher advises the Board of the teacher's intention to return before February 1 in the school year preceding the school year in which the teacher wishes to return.

Subd. 5. Seniority and Continuing Contract Rights: Any teacher who is reinstated to a teaching position after an extended leave of absence pursuant to this Section shall retain seniority and continuing contract rights in the employing district as though the teacher had been teaching in the District during the period when the teacher was on the extended leave. Seniority rights are retained only in the area of licensure the teacher had when the leave commenced.

Subd. 6. Effect of Leave on Salary: The years spent by a teacher on an extended leave of absence pursuant to this Section shall not be included in the determination of the teacher's salary upon the teacher's return to teaching in the District for a period equal to the time of the extended leave of absence.

Subd. 7. Retirement Credit: If a teacher is granted an extended leave of absence, the teacher may receive allowable service credit toward annuities and other TRA benefits for each year of the teacher's leave by paying into the fund appropriate contributions during the period of the leave as prescribed by Statute.

Section 12. Absence due to Physical Injury as a result of assault by a student or parent:

Subd 1. A teacher's absence due to physical injury as a result of assault by a student or parent, while performing school business in a professional manner according to District Policies, shall not be charged against the teacher's sick leave days for the first three days of absence caused by such assault. If the teacher's absence under this section is covered by workers' compensation benefits, the teacher shall only be paid by the School District to the extent workers' compensation does not fully compensate the teacher. To be eligible under this section, the teacher must complete procedures for Workers' Compensation Insurance. For purposes of this section, assault shall mean bodily harm as defined in Minn. Stat. §609.02, Subd. 7

Section 13. General Provisions:

Subd. 1. Teachers on any unpaid leave of absence shall be returned to a position for which the teacher was licensed upon termination of the leave. The Board shall not be obligated to reinstate any teacher who is on an unpaid leave of absence unless the teacher advises the Board of the teacher's intention to return before February 1 in the school year preceding the school year in which the teacher wishes to return.

Subd. 2. A teacher on any unpaid leave of absence is eligible to participate in group insurance programs if permitted under the insurance policy provisions but shall pay the entire premium for such programs as the teacher wishes to retain commencing with the beginning of the leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the District pursuant to this Article.

Article X Transfers

Section 1. Voluntary Transfers:

Subd. 1. Prior to May 15 of each year the District shall post all known vacant teaching positions for the following school year. Within one week after posting any teacher who desires a change in grade and/or subject assignment or who wishes a transfer to another school, shall file an application with the School District.

Subd. 2. When a position becomes vacant during the year or a retirement is known prior to the end of the year, internal transfer applicants who apply will be given due consideration for the position and whenever reasonably possible advised prior to the end of the school year about the transfer. In the event the Superintendent is unable to accommodate any such request for transfer, the Superintendent will, upon request of the teacher, give the reason for the denial.

Section 2. Involuntary Transfers:

Subd. 1. In the event the Superintendent shall determine to involuntarily transfer a teacher, notice in writing to that teacher shall be provided by May 15 prior to the school year in which the transfer shall be effective, unless the transfer shall be occasioned by developments subsequent to May 15, which could not have been reasonably foreseen including delays caused by unrequested leave procedures. In the event of transfers seniority shall be given consideration in effecting such transfers.

Subd. 2. The Superintendent will, upon request from the teacher, give the reason for the transfer.

Section 3. Job Posting: All jobs will be posted for a minimum period of five days except during August and September. During August and September positions will be posted as long as

required to fill the position. All teachers will receive notification of the postings. All jobs will be posted and any qualified staff can apply.

Article XI Hours of Service

Section 1. Basic Day: The basic teacher's day, including one-half (1/2) hour duty free lunch period, shall be eight (8) hours.

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

Section 3. Preparation Time: Within the student day, for every 25 minutes of instructional time, a minimum of five additional minutes of preparation time shall be provided to each licensed teacher. Preparation time shall be provided in one or two uninterrupted blocks during the school day. Exceptions to this may be made by mutual agreement between the District and the exclusive representative of the teachers.

Section 4. Additional Activities: The normal duties for teachers may include a reasonable share of extra-curricular and supervisory activities as determined by the principal. As far as possible, these duties will be equalized. This shall mean no more than one major assignment per teacher unless additional assignments are mutually agreed upon by the teacher and principal.

Subd. 1. Extra-curricular assignments shall be voluntary. Any such teacher desiring to be relieved of an assignment must give notice on or before March 1.

Subd. 2. Vacancies for additional paid assignments shall be posted if possible in each building in the District at least two weeks before they are filled so that interested and qualified teachers may apply.

Subd. 3. All bargaining unit coaches, head or assistant, who are relieved of their coaching assignments shall be entitled to a hearing concerning their dismissal.

Subd. 4. Compensation for lunchroom duty only applies if the teacher gives up his/her own (prep) time.

Section 5. Notice of Assignment: Ten days prior to the last day of each school year, the assignments that have been made for the following school year shall be communicated to the affected teachers with clear instruction on where to find their notice of assignment.

Article XII Length of the School Year

Section 1. Teacher Duty Days: Pursuant to M.S. 120A.40 the School Board shall, prior to April 1 of each school year establish the number of school days and teacher duty days for the next school year, and the teacher shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school, and pursuant to such authority as determined to conduct school. Duty days will be 185 days, of which six (6) shall be workshop, grading, and staff development days and 179 student contact days (that includes parent teacher conference days).

Section 2. School Calendar: The school calendar will start in later August and end in first part of June.

Section 3. One day at the end of each quarter shall be available to teachers for evaluation, grading and planning (total of 4 days per year).

Section 4. Emergency Modifications in Calendar, Length of School Day:

Subd. 1. In the event of energy shortage, severe weather, or other exigency, the School District reserves the right to modify the school calendar and, if school is closed on a normal duty day(s), the teacher shall perform duties on such other day(s) in lieu thereof as the School Board or its designated representative shall determine, if any.

Subd. 2. In the event of energy shortage, severe weather, or other exigency, the School District further reserves the right to modify the length of the school day, as the School District shall determine, but with the understanding that the total number of hours shall not be increased, i.e., a four (4) day week with increased hours per day but the total weekly hours not more than the regular five (5) day week.

Subd. 3. Prior to modifying the scheduled length of the school day pursuant to Subd. 2. hereof, or scheduling make-up days pursuant to Subd. 1. hereof, the School District shall afford to the Association the opportunity to meet and confer on such matters.

Article XIII Teacher Discipline

Section 1. Disciplinary action may include the following:

1. Oral reprimand
2. Written reprimand
3. Suspension without pay
4. Discharge

The District reserves the right to enter at any level of the discipline procedure depending on the severity of the disciplinary matter.

Section 2. A disciplinary action will be taken against a teacher only for just cause. Any disciplinary action shall comply with law and regulation, shall be fair and equitable, and shall be consistent with the principle of progressive discipline.

Section 3. Whenever possible, the District shall discuss with the teacher any concern which may lead to a disciplinary action and shall offer constructive suggestions for correction before any disciplinary action is initiated.

Section 4. The teacher shall be entitled to have a representative of the Association present in the event that he/she is being reprimanded, warned or disciplined for any major infraction of rules and delinquency in professional performance. If the teacher requests representation, no action shall be taken with respect to the matter until a representative of the Association is present, provided that the representative is available in a timely manner so as to not delay the action.

Section 5. Any teacher on paid disciplinary suspension will be required to reimburse the District for the cost of any substitute teacher employed as a result of the suspension only if the determination of the investigation results in an unpaid leave or discharge.

Article XIV Grievance Procedure

Section 1. A grievance means a dispute or disagreement as to the interpretation or application of any term of this master agreement.

Section 2. A teacher, a group of teachers, administrator or the School Board 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:

Subd. 1. Reference to days regarding time period in this procedure shall refer to the days Monday through Friday through the calendar year unless they are designated as holidays by State law and school is not in session on such holidays.

Subd. 2. In computing any period of time prescribed herein, the date of the act or event for which the designated period of time begins to run shall not be included. The last day of the period shall be counted.

Subd. 3. The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States Mail Service within the time period.

Subd. 4. Time limits specified in this Agreement may be extended by written agreement between the parties.

Section 4.

Subd. 1. Failure to file a grievance or failure to appeal a grievance from one level to another within the times specified shall be deemed a waiver thereof.

Subd. 2. Failure by the School Board or its representatives to issue a decision within the time periods provided shall constitute a denial of the grievance and the teacher may appeal it to the next level.

Section 5. In the event that a teacher believes there is a basis for a grievance it shall be resolved in the following manner:

Subd. 1. Level I: The teacher shall discuss the alleged grievance with the building principal. If this informal discussion does not resolve the grievance the teacher may invoke the formal grievance procedure by filing a written statement with the principal setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought. The filing of this statement shall be completed within twenty (20) days of the occurrence of the grievance. The principal shall give a written decision within ten (10) days of his receipt of the written grievance.

Subd. 2. Level II: In the event it is not resolved at Level I, the teacher may appeal to the Superintendent of Schools provided such appeal is made in writing within ten (10) days after receipt of the appeal and shall render a decision in writing to the parties within ten (10) days after the meeting.

Section 6. The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this Section, the School Board reserves the right to reverse or modify such decision.

Section 7. In the event that the teacher and the School Board are unable to resolve any grievance, the grievance may be submitted to binding arbitration as defined herein:

Subd. 1. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within ten (10) days following the decision in Level II of the grievance procedure.

Subd. 2. 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. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) 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 Bureau of Mediation Services to appoint an arbitrator, pursuant to M.S. 179A, providing such request is made within twenty (20) days after for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator and the failure to request an arbitrator from the Bureau of Mediation Services within the time period provided herein shall constitute a waiver of the grievance.

Subd. 4. 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 evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 5. The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A. as amended.

Subd. 6. 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 to 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, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The cost of a transcript will be borne by the requesting party.

Subd. 7. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel file of the teacher filing the grievance.

Article XV Unrequested Leave

Section 1. Purpose: The purpose of this Article is to implement the provisions of M.S. 122A.40, Subd. 10, and represents the agreed upon plan for the School Board for placing personnel on unrequested leave of absence because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by the consolidation of school districts. Such placement of personnel on unrequested leave of absence shall take place in accordance with the provisions of this Article.

Section 2. Written Notice: Teachers to be placed on unrequested leave shall be given written notice to this effect during the school year prior to the commencement of such leave with

reasons therefor. Any teacher receiving such notice may, within fourteen (14) days after receipt of notice request a hearing as provided in M.S. 122A.40, Subd. 7. Any teacher requesting a hearing shall be granted one as provided in M.S. 122A.40 and shall no later than July 1 be notified of the Board's decision with reasons therefor. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the teacher and the School Board.

Section 3. Non-violation of the District's Affirmative Action Program: The provisions herein shall apply if it will not result in any violation of the District's affirmative action program which shall include ethnic race, color, or sex; and any person employed in an affirmative action program may be retained in the same field or subject matter of a teacher with greater seniority if it is necessary to effectuate the purposes of such affirmative action program.

Section 4. Teacher Employment While on Leave: Any teacher placed on such leave may engage in teaching or any other occupation during such period and may be eligible for unemployment compensation if otherwise eligible under that law for such compensation and such leave will not result in a loss of credit for years of service in the District earned prior to the commencement of such leave.

Section 5. Seniority: The placement of teachers on unrequested leave shall be in inverse order of seniority in the areas of certification. No teacher shall be placed on unrequested leave if there is any other qualified teacher(s) with less seniority in the same areas of certification. In placing teachers on unrequested leave, the Board shall be governed by the following provisions:

Subd. 1. Seniority shall be determined by the official seniority list.

Subd. 2. In the event of identical seniority, the most senior teacher shall be determined by:

- a) Most advanced degree;
- b) Less than an advanced degree, total graduate credit accepted by the district for advancement on the salary schedule if above equal;
- c) Total teaching experience if all above equal;
- d) Administrative recommendation if all above equal.

Subd. 3. At the time of discontinuance, if another position is available for which the teacher is fully certified, such teacher shall have the opportunity for employment in that position on the basis of the official seniority list.

Subd. 4. Senior teachers shall not be moved into different subject areas to save the position of less senior teachers if:

- a) The senior teacher has not taught in the new area within the past (15) years or

- b) The senior teacher has not had at least nine college credits or three college courses in the new field within the past 5 years.

The senior teacher may be transferred at the Superintendent's discretion regardless of the above criteria.

Section 6. Teacher Rights to Employment While on Unrequested Leave: No new teacher shall be employed by the School District while any qualified teacher is on unrequested leave of absence in the same areas of certification. Teachers placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave, or any other available position in the School District in the fields in which they were qualified at the time of the leave as such positions become available. The order of reinstatement shall be in inverse order in which teachers were placed on unrequested leave. A teacher who obtains new licensure while on unrequested leave has full rights only to return to the area of original licensure. However, if there is an "open" position in the area of new licensure, the teacher has rights to return in that position.

Section 7. Filing Name and Address: When placed on unrequested leave, a teacher shall file a name and address with the School District personnel office to which any notice of reinstatement or availability of position shall be mailed. Proof of service by the person in the School District depositing such notice by certified mail shall be sufficient and it shall be the responsibility of any teacher on unrequested leave 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 School District if any notice has been mailed as provided herein.

Section 8. Position Opening: If a position becomes available for a qualified teacher on unrequested leave, the School District shall mail the notice to such teacher and the President of the FEA. The teacher shall have ten (10) days from the date of receipt of such notice to accept the reinstatement. Each time a position opens in the District for which a teacher on unrequested leave is certified, he/she shall be notified by this process. If the teacher receives notice prior to August 1 for the following school year of a position equal or greater in hours to that from which the teacher was laid off and said teacher fails to accept the position, it shall constitute a waiver on the part of the teacher to any further rights of employment or reinstatement and shall forfeit any future reinstatement or employment rights under this policy. Notice received after August 1 may be refused by the teacher without causing any prejudice to that teacher's future recall rights. If a teacher accepts reinstatement to a part-time position of a lesser employment status than previously held and subsequently a position of greater employment status becomes available, the teacher shall be offered such position.

Section 9. Reinstatement Rights: Reinstatement rights shall automatically cease five (5) years from the date unrequested leave was commenced and no further rights to reinstatement shall exist unless extended by mutual consent with each qualified teacher.

Section 10. Definition of Teacher Seniority: Definitions: For purposes of this Article, the terms defined shall have the meanings respectively ascribed to them.

Subd. 1. Teacher: Shall mean any employee who has been issued at least a 50% continuing contract for a position which requires the employee to be licensed by the State Department of Education, except the Superintendent and Director of Educational Services.

Subd. 2. Seniority: Shall be based upon continuous and unbroken employment with the School District from the first day of actual service after signing a teacher contract. Upon attaining a continuing contract, probationary teachers or long term substitute teachers employed under individual written contract will be assigned a seniority date retroactive to their first day of continuous unbroken service with the District. Services performed outside the basic school year, such as during summer school, or additional work days, or pursuant to the extra pay schedules, shall not be considered in the establishment of a teacher's seniority date. The original seniority date shall be retained by any teacher whose employment has been legally terminated by resignation or termination pursuant to M.S. 122A.40, but whose employment was subsequently reinstated by the School Board without actual interruption of regular service.

Section 11. Posting of Seniority List: On October 1 of each year, the School Board shall post a seniority list of all teachers as herein defined by name, date of employment and certification. Any person whose name appears on such list shall have thirty (30) days from the date of posting to supply written documentation, proof, and request for change in seniority. Failure to make a timely request for change shall constitute a waiver of the right to challenge the posted list. The School Board shall evaluate any and all such communications and may make changes in the list as it deems warranted by December 1. The teacher shall be notified of its action in writing within ten (10) days. By October 1 of each year thereafter the School Board shall update the list to reflect any additions or deletions of personnel or area of certification. Teachers on unrequested leaves shall remain on the seniority list for five (5) years. Teachers on District approved leave shall remain on the seniority list. Credits and certifications submitted to the District prior to February 1 shall be recognized for purposes of unrequested leave placements at the end of that school year, provided satisfactory documentation is submitted in a timely manner. The District will provide an updated seniority list as soon as available.

Section 12. Title I/Hourly Teachers: Effective August 1, 2003, all Title I/Hourly Teachers will be placed on the regular Teacher Seniority List. All current Title I teachers will have their seniority date determined commensurate to a full time teaching experience.

All Title I/Hourly Teachers that work six (6) hours or more per day during the regular School year shall be paid according to the regular teacher salary schedule. Those teachers working less than 6 hours per day (excluding lunch), will be paid on the same rate as hourly ALC teachers.

Section 13. Teachers Accepting Other District Work: Teachers on unrequested leave may accept substitute teaching positions or other non-teaching employment with the District without prejudice to their recall rights under this Article.

Section 14. Consultation: The administration and the association will consult prior to the implementation of this section and review the proper use of the seniority list when determining potential/impending cuts.

Article XVI I.R.C. § 403(b)

Section 1. Matching Annuity: Effective July 1, 2006, an eligible teacher hired after July 1, 1990 may participate in the District’s matching annuity program as provided in M.S. 356.24, subd. 1(5) ii, subject to the provisions contained in this Article. Until June 30, 2006, eligibility requirements are based on the criteria stated in Section 3, Subdivision 1.

Section 2. Eligibility: In order for a teacher to be eligible to participate in the matching annuity plan, the following criteria must be met.

Subd. 1. Nonprobationary status must be attained. Teacher must be tenured in Fridley. Teacher must have continuing contract status in order to participate

Subd. 2. The work schedule must equal or exceed fifty (50) percent or more of a full time. Contributions under this Article for a part time teacher working from 50 to 79 percent of a full time schedule shall be pro-rated in the same ration as the teacher’s contract bears to a full time contract. Teachers working 80 percent or more of a full time schedule shall receive the full contribution.

Section 3. District Contribution:

Subd. 1.

The following rate tables will be used to calculate the matching amount only for teachers hired after July 1, 1990.

Subd. 2. The maximum annual District contribution shall be based on matching a teacher’s contribution per the following:

Step on Salary Schedule	District Contribution 2021-2022	District Contribution 2022-2023
Zero (0) through Three (3)	\$ 0	\$ 0
Four (4) through Nine (9)	\$2125.00	\$2325.00

Ten (10) through Fourteen (14)	\$2250.00	\$2450.00
Fifteen (15) through Seventeen (17)	\$2375.00	\$2575.00
Seventeen plus (17+)	\$2500.00	\$2700.00

Subd. 3. The District will contribute an amount equal to the teacher’s annual contribution up to the maximum amount listed in this Section. Teacher’s annual contribution will be limited to the maximum statutory amount. It is the teacher’s responsibility to make sure that they are contributing the selected amount that they need to qualify for the District matching contribution listed in this section by May 31 of the prior school year. The amount of the District’s contribution will not exceed the benefit schedule set out in Subd. 1 and Subd. 2 above.

Subd.4. The District contribution will begin when the employee initiates an eligible investment program. The amount of the District’s contribution will not exceed the benefit schedule set out in Subd. 1 above.

Subd.5. An employee may elect to contribute to the selected program more than the district match. This Article only defines the limits of the district’s participation in the selected program.

Subd.6. The district match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after the first year of eligibility.

Subd.7. When an employee has an eligible plan in effect, the district’s contribution shall be automatic unless the employee requests otherwise.

Subd.8. All provisions of this Article are subject to applicable code provisions of Minnesota Statutes, Internal Revenue Code Section 403(b), but not subject to the Grievance Procedure at Article XIV.

Subd.9. All qualified investment companies authorized by the Minnesota State Board of Investment will be eligible to receive the employer match.

Subd.10. Contributions cannot be retroactive to the previous calendar year.

Subd.11. The District’s maximum lifetime contribution shall be no more than \$50,000 in 2017-18 and no more than \$60,000 in 2018-19.

Subd.12. Those teachers hired after July 1, 1990 and after they have accumulated 240 hours of sick leave, may make an irrevocable election for the school district to contribute to the employee’s 403(b) account up to the maximum of the teacher’s upcoming annual allocation

of sick leave at the rate of \$15.63 per hour. Members must make this irrevocable election prior to June 1st affecting the following fiscal years' accrual.

Section 6. Constitutionality: If there is any judicial or administrative decision, which deems any part of this article illegal or unconstitutional, this article becomes null and void and becomes subject to re-negotiation.

Article XVII Q Comp

Fridley School District and Fridley Education Association have a state-approved Q Comp plan. The approved plan between Fridley Schools and the Fridley Education Association shall remain in force for the duration of this contract between July 1, 2019 and June 30, 2021. If the State of Minnesota discontinues the funding of this program, neither party shall be required to continue the additional compensation plan as agreed upon.

Article XVIII Early Childhood Family Education

Section 1. Definition. A fulltime ECFE teacher is defined as an employee that is assigned 177 duty days and works, 8 hours per day.

Section 2. Preparation Time. ECFE teachers shall be allocated time for preparation and setup at a rate no less than 5 minutes for every 25 minutes of instruction. Scheduling of work assignments and preparation time shall be determined by the administration.

Section 3. Sick Leave. Fulltime ECFE teachers shall receive a maximum of 80 hours (10 days) per year. Part time ECFE teachers shall have their sick leave pro-rated using the following calculation:
(ECFE teacher assigned daily work hours ÷ 8 hours) × (ECFE teacher annual days worked ÷ 177) × 80 hours

Section 4. Seniority. A seniority list of ECFE teachers shall be maintained, which will be separate from the broader FEA seniority list.

Section 5. Benefits. ECFE teachers will have the same benefit packages and stipulations as found in the FEA Master Agreement, Article VIII. An ECFE teacher's FTE will be calculated as follows: (ECFE teacher assigned daily work hours ÷ 8 hours) × (ECFE teacher annual days worked ÷ 177)

Section 6. Vacation. Fulltime ECFE teachers shall earn a maximum of 16 vacation hours (2 days) per year. Part time ECFE teachers shall have their vacation leave pro-rated using the following calculation:

$(\text{ECFE teacher assigned daily work hours} \div 8 \text{ hours}) \times (\text{ECFE teacher annual days worked} \div 177) \times 16 \text{ hours}$

Section 7. Probationary Period. ECFE teachers shall serve a probationary period 36 months from their first day of service.

Section 8. Compensation. Hourly wages for ECFE teachers shall be according to the following schedule:

ECFE Schedule 21-22			
Step	BA	BA+20	MA
1	\$26.39	\$27.94	\$30.26
2	\$27.43	\$28.79	\$30.87
3	\$27.95	\$29.37	\$31.50
4	\$28.54	\$29.92	\$32.03
5	\$29.09	\$30.49	\$32.58
6	\$29.65	\$31.03	\$33.14
7	\$30.34	\$31.59	\$33.69
8	30.95	32.22	34.36
9	31.57	32.86	35.05
10	32.20	33.52	35.75

ECFE Schedule 22-23			
Step	BA	BA+20	MA
1	\$27.45	\$29.06	\$31.47
2	\$28.53	\$29.94	\$32.10
3	\$29.07	\$30.54	\$32.76
4	\$29.68	\$31.12	\$33.31
5	\$30.25	\$31.71	\$33.88
6	\$30.84	\$32.27	\$34.47
7	\$31.55	\$32.85	\$35.04
8	32.19	33.51	35.73
9	32.83	34.17	36.45
10	33.49	34.86	37.18

Section 9. 403(b). The maximum annual District contribution shall be based on matching a teachers contribution per the following:

Step on Salary Schedule	District Contribution 2021-2022	District Contribution 2022-2023
Zero (0) through Three (3)	\$ 0	\$ 0
Four (4) through Seven (7)	\$1,925.00	\$2,325.00

Section 10. 403(b) Lifetime Contribution. The District's maximum lifetime contribution shall be no more than \$60,000 in 2018-19.

Article XIX Retroactivity

Section 1. Terms and Conditions: Terms and conditions of this contract shall be retroactive to the date each employee began work on the 2021-2022 school year contract.

Article XX Duration

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2021 through June 30, 2023, and thereafter until modifications are made pursuant to the P.E.L.R.A. as amended. If either party desires to modify or amend this Agreement commencing on July 1, 2021 it shall give written notice of such intent no later than May 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement.

Section 2. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 3. Severability: The provisions of this agreement shall be severable and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this agreement or the application of any provision thereof. In such event the parties shall, upon the written request of either party, enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

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

FOR FRIDLEY EDUCATION ASSOCIATION


FOR INDEPENDENT SCHOOL DISTRICT 14



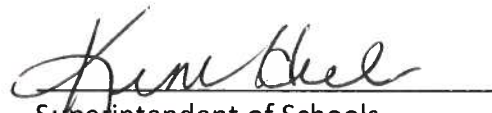
President



Chair



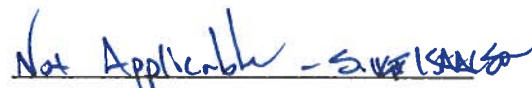
Teacher Negotiator




Superintendent of Schools



Teacher Negotiator



Board Negotiator



Board Negotiator

Date: 2/4/22

Date: 2/15/2022

Memorandum of Understanding

Memorandum of Understanding Tax Deferral of Severance Pay

Whereas, the 2002 Legislature has adopted a revision to Minnesota Statutes that allows for the tax deferral of severance pay; and

Whereas, the exclusive representative and the school district recognize the tax advantages of this new option for both the employer and the employees.

Be it therefore resolved that the parties agree to the following:

1. This agreement language is tied to Article XXV Internal Revenue Code 403(b) in the current master agreement and is limited to changing ONLY TO WHOM the district makes payment of any earned severance as follows: heretofore, any earned severance amount will no longer be paid directly to the retiree, but rather will be paid to the retiree's designated 403(b) account. Under the terms of this agreement, the district will be required to make payment to the designated 403(b) account for all retirees. It shall be the responsibility of the individual retiree to designate in advance the selected 403(b) account and to make that selection according to the district's signed permission forms. Because 403(b) accounts differ with respect to the timing of withdrawals and any assessment of early withdrawal amounts, the employee shall be responsible to check this information in advance.

2. Subject to the limitations listed below, the school district will contribute an amount equal to the value of the employee's severance pay directly into the retiree's 403(b) account. The employee will not receive any direct payment from the school district for severance pay.

3. The school district's annual contribution into the retiree's 403(b) account must not exceed the IRS contribution limit. If the retiree has any severance remaining after the limit is reached in the year of separation, the school district will make a contribution up to the IRS maximum into the retiree's 403(b) account in the following year(s).

4. The school district contribution(s) (into the retiree's 403(b) account) will be made according to the same timeline as was provided for the direct payment of severance pay.

5. This is the full and complete agreement of the parties on this issue. There are no other oral or implied agreements.

6. This agreement does not set any precedent for any future issue.

For the School District:

James P. Johnson 7/30/02

Paul Buchhe 7/30/02

Date: *July 30, 2002*

For the Exclusive Representative:

Jason C. Andrews

Primary Education Assoc.

President
Date: *July 30, 2002*

Addendum

Fridley Independent School District 14 Long-Term Substitute Teacher Contract for Retired Teachers

The School Board of Independent School District 14 of the State of Minnesota, Fridley, Minnesota, enters into this Agreement with **name**, a legally qualified and certificated teacher who agrees to teach in the public schools of said District as a substitute teacher according to the following provisions which shall apply and are a part of this contract:

1. **Basic Services:** Said teacher shall faithfully perform the services prescribed by the School Board or its designated representative, whether or not such services are specifically described in this contract, abide by the rules and regulations as established by the School Board and State Board of Education, and any additions or amendments thereto, for the salary indicated below, and agrees to teach in the schools of said District as assigned.
2. **Duration:** (Remove inapplicable paragraph)
 - a. It is understood that the teacher is contracting to serve in a position as a substitute teacher pursuant to M.S. 122A.44, Subd. 2, in a vacancy occurring as the result of an emergency (i.e. surgery, illness, resignation, death, etc.) of the regular teacher and for a period of less than one full school year. It is understood, therefore, that this contract shall not be subject to the continuing contract law. The substitute teacher knowingly and voluntarily waives rights to a continuing position with the school district and any right to exercise seniority for any position pursuant to M.S. 122A.40. The substitute teacher herein agrees to serve as a substitute teacher pursuant to the terms of this agreement from **date** to **date** or until the return of the incumbent. Incumbent referred to herein is **name**.
 - b. It is understood that the teacher herein is contracting to serve in a position for a period of less than one full school year, as a substitute teacher for a teacher on leave of absence with continuing contract rights to said position and the right to return to said position upon the expiration of said leave of absence. It is understood, therefore, that this contract shall not be subject to the continuing contract law, since the incumbent on leave of absence already has continuing contract rights to said position. The substitute teacher knowingly and voluntarily waives rights to a continuing position with the school district and any right to exercise seniority for any position pursuant to M.S. 122A.40. The substitute teacher herein agrees to serve as a substitute teacher pursuant to the terms of this agreement from **date** to **date** or until the return of the incumbent whichever occurs first. Incumbent referred to herein is **name**.
3. **Calendar:** School year and vacation days shall be those named on the school calendar as adopted by the School Board, and the teacher agrees to teach on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. In the event a duty day is lost due to school closing for any emergency, the teacher agrees to perform duties on such days in lieu thereof as the School Board shall determine.
4. In consideration thereof, the School Board agrees to pay said teacher the following salary: daily rate of **x**. Such salary shall be paid as authorized and in such installments as may be determined by appropriate School Board regulation. This contract shall be effective only upon signature by the officers of the School Board after authorization for such signatures has been taken by the School Board in appropriate action, recorded in its minutes.
5. Teacher further acknowledges by executing this Agreement that he/she has had an opportunity to discuss the terms of this Agreement with his/her attorney, that he/she has been fully advised of his/her legal rights pursuant to M.S.122A.40, and any and all rights he/she may have regarding his/her employment by the School District and that there were no inducements or representations leading to the execution of this Agreement except as contained herein.

IN WITNESS THEREOF, I have subscribed my signature this x day of month year.

Teacher _____

IN WITNESS THEREOF, we have subscribed our signatures this x day of month year.

Independent School District 14

Chair _____
Step x Lane x

Clerk _____

Fridley Public Schools Retired Teacher Agreement

WHEREAS, First-Last-Name (hereinafter referred to as “**teacher**”) was employed as a full time **Subject or Grade level** teacher by Independent School District No. 14, Fridley, Minnesota (hereinafter referred to as the “School District”); and

WHEREAS, **teacher** submitted **his/her** resignation and retired from **his/her** employment with the School District effective the end of a previous school year; and

WHEREAS, at the time of retirement **teacher** possessed continuing contract rights with the School District; and

WHEREAS, subsequent to **teacher’s** resignation, the Minnesota Legislature amended the Teachers Retirement Act (“TRA”) to allow a retired teacher to resume teaching service without forfeiting TRA annuity payment offsets for earnings in excess of the annual limitation; and

WHEREAS, the School District is in need of filling a **% FTE and subject or grade level** position for the 20xx-20xx school year; and

WHEREAS, **teacher** has expressed willingness to fill the open **% FTE and subject or grade level** position for the 20xx-20xx school year; and

WHEREAS, the School District is willing to employ **teacher** for the 20xx-20xx school year provided **teacher** expressly waives any and all continuing contract rights arising out of **his/her** employment with School District, certain rights under the teachers collective bargaining agreement and any right to any other position in the School District.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the School District and **teacher** as follows:

1. The School District hereby employs **teacher** as a **% FTE and subject or grade level teacher** for the 20xx-20xx school year only. **Teacher** salary of (\$**XXXX**) will be based on Lane **XX** Step **XX** of the Teachers Salary Schedule for the 20xx-20xx school year.
2. As of the end of the 20xx-20xx school year, **teacher** shall have no right to further employment with the School District in the position of. **% FTE and subject or grade level teacher** or any other position. **Teacher** knowingly and voluntarily waives rights to a continuing position with the school district and any right to exercise seniority for any position pursuant to Minn. Stat. 122A.40. **Teacher** expressly retains all other rights under Minn. Stat. 122A.40 including the right to a hearing prior to discharge during the school year pursuant to Article XV, the right to maintain the position during the year unless the parties mutually agree to alter it, the right to be suspended with pay pending any discharge, and the right to challenge any documentation in the personnel file through the grievance procedure.
3. Because of the limited period of **teacher’s** employment, **teacher** understands he/she is not eligible for the following provisions contained in the most current teachers’ collective bargaining agreement: Sabbatical Leave, Article IX (Section 3) and Extended Leave, Article IX (Section 9). **Teacher** understands **he/she** shall have no further rights to receive any additional benefits under, Article XVI I.R.C 403b. In addition, **teacher** will be eligible for those Article VIII

Group Insurance Benefits as are agreed to between the School District and Fridley Education Association.

4. **Teacher** acknowledges by executing this Agreement that there are no covenants, promises, undertakings or understandings outside of this Agreement other than those specifically set forth herein.
5. **Teacher** further acknowledges by executing this Agreement that he/she has had an opportunity to discuss the terms of this Agreement with his attorney, that he/she has been fully advised of his legal rights pursuant to Minn. Sta. 122A.40, and any and all rights he/she may have regarding his employment by the School District and that there were no inducements or representations leading to the execution of this Agreement except as contained herein.
6. Nothing contained in this Agreement shall constitute nor be implied to constitute a past practice.

I have read the foregoing Agreement and by signing hereby confirm that I fully understand and agree to its terms and application.

Dated: _____
_____ (Teacher)

Dated: _____
_____ Representative, Fridley Education Association

INDEPENDENT SCHOOL DISTRICT NO. 14,
FRIDLEY, MINNESOTA

Dated: _____ By: _____
Its: Chair of the School Board

Dated: _____ By: _____
Its: Clerk of the School Board

Schedule C						
HIGH SCHOOL						
Extra Curricular/Co-Curricular Salaries						
	2021-22	Starting the 5th year	Starting the 10th year	2022-23	Starting the 5th year	Starting the 10th year
ADAPTED ATHLETICS						
Bowling (11 weeks)	\$2,309.97	\$2,471.67	\$2,656.47	\$2,344.62	\$2,508.75	\$2,696.31
Floor Hockey (17 weeks)	\$2,349.34	\$2,513.80	\$2,701.74	\$2,384.58	\$2,551.51	\$2,742.27
Softball (13 weeks)	\$2,349.34	\$2,513.80	\$2,701.74	\$2,384.58	\$2,551.51	\$2,742.27
Soccer (12 weeks)	\$2,349.34	\$2,513.80	\$2,701.74	\$2,384.58	\$2,551.51	\$2,742.27
BASEBALL						
Head*	\$4,551.19	\$4,869.78	\$5,233.89	\$4,619.46	\$4,942.82	\$5,312.39
Assistant	\$3,277.33	\$3,506.75	\$3,768.94	\$3,326.49	\$3,559.36	\$3,825.47
9th grade	\$2,321.93	\$2,484.47	\$2,670.22	\$2,356.76	\$2,521.74	\$2,710.27
BASKETBALL						
Head*	\$5,973.86	\$6,392.03	\$6,869.93	\$6,063.47	\$6,487.91	\$6,972.98
Assistant	\$4,300.60	\$4,601.64	\$4,945.69	\$4,365.11	\$4,670.67	\$5,019.88
9th grade	\$4,300.60	\$4,601.64	\$4,945.69	\$4,365.11	\$4,670.67	\$5,019.88
CROSS COUNTRY RUNNING						
Head*	\$3,584.05	\$3,834.94	\$4,121.66	\$3,637.81	\$3,892.46	\$4,183.48
Assistant	\$2,581.67	\$2,762.38	\$2,968.91	\$2,620.40	\$2,803.82	\$3,013.44
DEBATE						
Debate Head	\$2,643.79	\$2,828.86	\$3,040.35	\$2,683.44	\$2,871.29	\$3,085.96
Debate Assistant	\$1,509.82	\$1,615.51	\$1,736.30	\$1,532.46	\$1,639.74	\$1,762.34
DANCE TEAM						
Head*	\$4,551.27	\$4,869.85	\$5,233.98	\$4,619.54	\$4,942.90	\$5,312.49
Assistant	\$3,277.90	\$3,507.36	\$3,769.61	\$3,327.07	\$3,559.97	\$3,826.15
FOOTBALL						
Head*	\$5,973.86	\$6,392.03	\$6,869.93	\$6,063.47	\$6,487.91	\$6,972.98
Assistant	\$4,300.60	\$4,601.64	\$4,945.69	\$4,365.11	\$4,670.67	\$5,019.88

Schedule C						
HIGH SCHOOL						
Extra Curricular/Co-Curricular Salaries						
	2021-22	Starting the 5th year	Starting the 10th year	2022-23	Starting the 5th year	Starting the 10th year
9th grade	\$4,300.60	\$4,601.64	\$4,945.69	\$4,365.11	\$4,670.67	\$5,019.88
GOLF						
Head*	\$3,584.05	\$3,834.94	\$4,121.66	\$3,637.81	\$3,892.46	\$4,183.48
Assistant	\$2,581.67	\$2,762.38	\$2,968.91	\$2,620.40	\$2,803.82	\$3,013.44
GYMNASTICS						
Head*	\$5,973.86	\$6,392.03	\$6,869.93	\$6,063.47	\$6,487.91	\$6,972.98
Assistant	\$4,300.60	\$4,601.64	\$4,945.69	\$4,365.11	\$4,670.67	\$5,019.88
Spotter	\$4,300.60	\$4,601.64	\$4,945.69	\$4,365.11	\$4,670.67	\$5,019.88
HOCKEY						
Head*	\$5,973.86	\$6,392.03	\$6,869.93	\$6,063.47	\$6,487.91	\$6,972.98
Assistant	\$4,300.60	\$4,601.64	\$4,945.69	\$4,365.11	\$4,670.67	\$5,019.88
SOCCER						
Head*	\$5,069.36	\$4,601.64	\$4,945.69	\$5,145.40	\$4,670.67	\$5,019.88
Assistant	\$3,649.32	\$3,904.77	\$4,196.71	\$3,704.06	\$3,963.34	\$4,259.66
9th grade	\$2,585.57	\$2,766.57	\$2,973.42	\$2,624.35	\$2,808.07	\$3,018.02
SOFTBALL						
Head*	\$4,551.19	\$4,869.78	\$5,233.89	\$4,619.46	\$4,942.82	\$5,312.39
Assistant	\$3,277.33	\$3,506.75	\$3,768.94	\$3,326.49	\$3,559.36	\$3,825.47
9th grade	\$2,585.57	\$2,766.57	\$2,973.42	\$2,624.35	\$2,808.07	\$3,018.02
SPEECH						
Head	\$3,688.08	\$3,946.24	\$3,963.82	\$3,743.40	\$4,005.43	\$4,023.28
Assistant	\$2,672.17	\$2,859.23	\$2,871.98	\$2,712.25	\$2,902.12	\$2,915.06
SWIMMING						
Head*	\$5,069.36	\$5,424.22	\$5,829.76	\$5,145.40	\$5,505.58	\$5,917.20
Assistant	\$3,649.32	\$3,904.77	\$4,196.71	\$3,704.06	\$3,963.34	\$4,259.66

Schedule C						
HIGH SCHOOL						
Extra Curricular/Co-Curricular Salaries						
	2021-22	Starting the 5th year	Starting the 10th year	2022-23	Starting the 5th year	Starting the 10th year
Diving	\$3,277.33	\$3,506.75	\$3,768.94	\$3,326.49	\$3,559.36	\$3,825.47
TENNIS						
Head*	\$3,584.05	\$3,834.94	\$4,121.66	\$3,637.81	\$3,892.46	\$4,183.48
Assistant	\$2,581.67	\$2,762.38	\$2,968.91	\$2,620.40	\$2,803.82	\$3,013.44
C-Team	\$1,831.18	\$1,959.36	\$2,105.86	\$1,858.65	\$1,988.75	\$2,137.45
TRACK						
Head*	\$4,886.64	\$5,228.69	\$5,619.63	\$4,959.94	\$5,307.12	\$5,703.92
Assistant	\$3,520.09	\$3,766.49	\$4,048.11	\$3,572.89	\$3,822.99	\$4,108.83
9th grade	\$2,490.31	\$2,664.62	\$2,863.85	\$2,527.67	\$2,704.59	\$2,906.81
VOLLEYBALL						
Head*	\$5,069.36	\$5,424.22	\$5,829.76	\$5,145.40	\$5,505.58	\$5,917.20
Assistant	\$3,649.32	\$3,904.77	\$4,196.71	\$3,704.06	\$3,963.34	\$4,259.66
9th grade	\$2,585.57	\$2,766.57	\$2,973.42	\$2,624.35	\$2,808.07	\$3,018.02
WRESTLING						
Head*	\$5,973.86	\$6,392.03	\$6,869.93	\$6,063.47	\$6,487.91	\$6,972.98
Assistant	\$4,300.60	\$4,601.64	\$4,945.69	\$4,365.11	\$4,670.67	\$5,019.88
CHEERLEADERS						
Head/per season	\$2,130.07	\$2,279.18	\$2,449.58	\$2,162.02	\$2,313.37	\$2,486.32
Assistant/per season	\$1,179.89	\$1,262.48	\$1,356.87	\$1,197.59	\$1,281.42	\$1,377.23
DANCE LINE						
Coordinator	\$2,130.07	\$2,279.18	\$2,449.58	\$2,162.02	\$2,313.37	\$2,486.32
TIER 1						
General Club	\$1,766.35	\$1,889.99	\$2,031.30	\$1,792.84	\$1,918.34	\$2,061.77
Key Club*	\$2,309.97	\$2,471.67	\$2,656.47	\$2,344.62	\$2,508.75	\$2,696.31

Schedule C						
HIGH SCHOOL						
Extra Curricular/Co-Curricular Salaries						
	2021-22	Starting the 5th year	Starting the 10th year	2022-23	Starting the 5th year	Starting the 10th year
National Honor Society*	\$2,400.43	\$2,568.45	\$2,760.48	\$2,436.44	\$2,606.98	\$2,801.88
Student Council*	\$3,542.05	\$3,789.98	\$4,083.13	\$3,595.18	\$3,846.83	\$4,144.37
Youth in Government*	\$4,284.85	\$4,584.79	\$4,927.57	\$4,349.12	\$4,653.56	\$5,001.48
Youth in Government Assistant	\$1,312.84	\$1,432.83	\$1,539.96	\$1,332.53	\$1,454.32	\$1,563.06
Robotics*(updated 2021-22)	\$4,000.00	\$4,280.00	\$4,579.60	\$4,060.00	\$4,344.20	\$4,648.29
Math Team*	\$2,025.51	\$2,167.29	\$2,329.33	\$2,055.89	\$2,199.80	\$2,364.27
TIER 2						
General Club	\$944.11	\$1,010.21	\$1,085.73	\$958.28	\$1,025.36	\$1,102.02
History Day	\$944.11	\$1,010.21	\$1,085.73	\$958.28	\$1,025.36	\$1,102.02
Multicultural Club	\$1,021.84	\$1,093.38	\$1,175.11	\$1,037.17	\$1,109.78	\$1,192.74
Language B Club	\$1,021.84	\$1,093.38	\$1,175.11	\$1,037.17	\$1,109.78	\$1,192.74
TIER 3						
General Club	\$403.89	\$432.17	\$464.47	\$409.95	\$438.65	\$471.43
MUSIC - INSTRUMENTAL						
Instrumental	\$2,060.06	\$2,204.25	\$2,214.08	\$2,090.96	\$2,237.31	\$2,247.29
Pep Band	\$2,060.06	\$2,204.25	\$2,214.08	\$2,090.96	\$2,237.31	\$2,247.29
Jazz Band	\$699.88	\$748.86	\$752.20	\$710.38	\$760.09	\$763.49
Marching Band						
Head	\$3,436.05	\$3,676.56	\$3,951.46	\$3,487.59	\$3,731.71	\$4,010.73
Assistant	\$1,783.41	\$1,908.25	\$2,050.93	\$1,810.16	\$1,936.88	\$2,081.70
MUSIC - VOCAL						
Show/Chamber	\$1,183.01	\$1,265.83	\$1,360.47	\$1,200.76	\$1,284.82	\$1,380.88
Vocal	\$1,183.01	\$1,265.83	\$1,360.47	\$1,200.76	\$1,284.82	\$1,380.88
YEARBOOK-EXTRACURRICULAR						
	\$3,358.57	\$3,593.67	\$3,862.35	\$3,408.95	\$3,647.57	\$3,920.29

Schedule C						
HIGH SCHOOL						
Extra Curricular/Co-Curricular Salaries						
	2021-22	Starting the 5th year	Starting the 10th year	2022-23	Starting the 5th year	Starting the 10th year
Assistant-Extracurricular	\$2,042.40	\$2,185.38	\$2,302.73	\$2,073.04	\$2,218.17	\$2,337.27
Assistant-Co-curricular	\$2,042.60	\$2,185.58	\$2,303.01	\$2,073.24	\$2,218.36	\$2,337.55
DRAMA						
Drama Coordinator	\$3,496.55	\$3,741.31	\$4,021.02	\$3,549.00	\$3,797.43	\$4,081.34
Director Musical	\$4,770.29	\$5,104.22	\$5,485.82	\$4,841.84	\$5,180.78	\$5,568.11
Director Drama	\$4,442.83	\$4,753.83	\$5,109.28	\$4,509.48	\$4,825.13	\$5,185.92
Musical Producer	\$786.72	\$844.89	\$904.74	\$798.52	\$857.56	\$918.31
Musical Technical Director	\$1,252.94	\$1,340.63	\$1,440.87	\$1,271.73	\$1,360.74	\$1,462.48
Drama Producer	\$757.59	\$810.61	\$871.22	\$768.96	\$822.77	\$884.29
Drama Technical Director	\$1,252.94	\$1,340.63	\$1,440.87	\$1,271.73	\$1,360.74	\$1,462.48
ARTISTIC POSITION STIPENDS FOR MUSICAL (Total annual allocation distributed based on the nature of the production)						
Musical Choreographer	\$1,998.61	7% increase	15% increase	\$2,028.59	7% increase	15% increase
Musical Vocal Director	\$1,276.49	7% increase	15% increase	\$1,295.64	7% increase	15% increase
Musical Orchestral Director						
TECHNICAL POSITION STIPENDS FOR MUSICAL AND DRAMA (Total annual allocation distributed based on nature of production)						
These technical positions are not to exceed the following:						
Costumes and Makeup	\$1,432.42	\$1,532.68	\$1,639.98	\$1,453.90	\$1,555.67	\$1,664.58
Scene Design and Set Construction	\$1,445.23	\$1,546.41	\$1,654.65	\$1,466.90	\$1,569.61	\$1,679.47
Lighting and Sound	\$1,368.31	\$1,464.09	\$1,566.58	\$1,388.84	\$1,486.05	\$1,590.07
ONE ACT PLAY	\$2,520.19	\$2,696.61	\$2,898.23	\$2,558.00	\$2,737.06	\$2,941.71
HOMEROOM ACTIVITIES COORDINATOR	\$1,623.22	\$1,736.85	\$1,866.70	\$1,647.56	\$1,762.90	\$1,894.70
PROM	\$909.71	\$973.40	\$1,046.18	\$923.36	\$988.00	\$1,061.87
VARIETY SHOW	\$429.38	\$459.43	\$493.79	\$435.82	\$466.32	\$501.19
WEIGHT ROOM COOR/WEEK	\$276.71	\$296.08	\$318.21	\$280.86	\$300.52	\$322.98
* One day Professional Leave for head coaches/lead advisors per year						

Schedule C
MIDDLE SCHOOL
Extra Curricular/Co-Curricular Salaries

	2021-22	Starting the 5th year	Starting the 10th year	2022-23	Starting the 5th year	Starting the 10th year
HEAD COACH - per week (7th and/or 8th grade only)	\$276.71	\$291.63	\$318.21	\$280.86	\$296.01	\$322.98
COACH'S ASSISTANT - per week (determination by participation)	\$138.35	\$145.82	\$159.10	\$140.42	\$148.01	\$161.48
MUSIC-BAND/VOCAL -per event						
	\$123.58	\$132.23	\$142.12	\$125.44	\$134.21	\$144.25
JAZZ BAND	\$1,081.72	\$1,157.69	\$1,243.98	\$1,097.95	\$1,175.06	\$1,262.64
AFTER SCHOOL CHOIR	\$675.27	\$722.56	\$776.58	\$685.40	\$733.39	\$788.23
MUSICAL GRADES 7-8						
Artistic Director	\$3,897.52	\$4,170.33	\$4,394.26	\$3,955.98	\$4,232.88	\$4,460.17
Musical Director	\$2,832.35	\$3,030.63	\$3,257.21	\$2,874.84	\$3,076.09	\$3,306.07
Technical Director	\$1,509.83	\$1,615.51	\$1,736.30	\$1,532.48	\$1,639.74	\$1,762.34
Costumes/Make-up	\$919.91	\$984.32	\$1,057.89	\$933.70	\$999.08	\$1,073.76
Choreography	\$1,132.69	\$1,211.97	\$1,302.59	\$1,149.68	\$1,230.15	\$1,322.13
Assistant Director	\$281.59	\$301.29	\$323.82	\$285.81	\$305.81	\$328.68
MUSICAL GRADES 5-6						
Director	\$1,177.17	\$1,259.57	\$1,353.76	\$1,194.82	\$1,278.47	\$1,374.07
Script Writer	\$588.58	\$629.78	\$676.87	\$597.41	\$639.22	\$687.02
Music Director	\$588.58	\$629.78	\$676.87	\$597.41	\$639.22	\$687.02
Technical Director	\$588.58	\$629.78	\$676.87	\$597.41	\$639.22	\$687.02
TIER 1						
General Club	\$1,339.10	\$1,432.83	\$1,539.96	\$1,359.19	\$1,454.32	\$1,563.06
Youth in Government	\$1,339.10	\$1,432.83	\$1,539.96	\$1,359.19	\$1,454.32	\$1,563.06
History Day	\$1,339.10	\$1,432.83	\$1,539.96	\$1,359.19	\$1,454.32	\$1,563.06
Lego League	\$1,339.10	\$1,432.83	\$1,539.96	\$1,359.19	\$1,454.32	\$1,563.06
TIER 2						
General Club	\$944.11	\$1,010.21	\$1,085.73	\$958.28	\$1,025.36	\$1,102.02

Extra Curricular/Co-Curricular Salaries

	2021-22	Starting the 5th year	Starting the 10th year	2022-23	Starting the 5th year	Starting the 10th year
Math Team	\$810.34	\$867.05	\$931.89	\$822.49	\$880.06	\$945.87
TIER 3						
General Club	\$403.89	\$432.17	\$464.48	\$409.95	\$438.65	\$471.44
HOMEROOM ACTIVITIES COOR	\$1,623.22	\$1,736.85	\$1,866.71	\$1,647.56	\$1,762.90	\$1,894.71
INTRAMURAL COORDINATOR	\$2,027.13	\$2,169.01	\$2,331.19	\$2,057.53	\$2,201.54	\$2,366.15
STUDENT ADVISORY BOARD	\$2,493.45	\$2,667.98	\$2,867.45	\$2,530.85	\$2,708.00	\$2,910.46
YEAR BOOK EXTRACURRICULAR	\$1,635.95	\$1,750.48	\$1,881.36	\$1,660.49	\$1,776.74	\$1,909.58
YEAR BOOK CO-CURRICULAR	\$817.98	\$875.24	\$940.67	\$830.25	\$888.36	\$954.78

**Schedule C
ELEMENTARY
Extra Curricular/Co-Curricular Salaries**

	2021-22	Starting the 5th year	Starting the 10th year	2022-23	Starting the 5th year	Starting the 10th year
MUSIC DIRECTOR (per event)	\$122.04	\$130.91	\$140.89	\$123.87	\$132.87	\$143.00
MUSIC CONCERT SUPERVISOR (per hour)	\$25.52	\$27.73	\$28.84	\$25.90	\$28.15	\$29.28
TIER 1						
General Club	\$1,766.35	\$1,889.99	\$2,031.30	\$1,792.84	\$1,918.34	\$2,061.77
TIER 2						
General Club	\$944.11	\$1,010.21	\$1,085.73	\$958.28	\$1,025.36	\$1,102.02
TIER 3						
General Club	\$403.89	\$432.17	\$464.47	\$409.95	\$438.65	\$471.43

**Schedule C
DISTRICT**

	2021-22	2022-23
CONTRACT EXTENSION	Prorata	Prorata
CURRICULUM WRITING/EXTENDED TIME		
<i>Step on Salary Schedule</i>	<i>Rate per hour</i>	<i>Rate per hour</i>
Zero (0) through Nine (9) years	\$29.15	\$29.59
Ten plus (10+) years	\$34.96	\$35.49
NEW TEACHER WORKSHOP PAY	\$176.57 per day	\$179.22 per day
BUILDING LEADERSHIP STIPENDS		
Building Leadership teams are expected to work with administration on key building leadership initiatives, including but not limited to student achievement goals, the International Baccalaureate program, and other building level initiatives. Minimal expectations for meetings will be three per month. There are up to 10 positions in the middle and high school with an additional 4 positions from each building for IB responsibilities. The ALC has up to 4 positions available, one which has IB responsibilities. There are up to 9 total combined positions from each elementary and one FCC/Preschool position. It is the District's right to determine the number of positions needed on annual basis.	\$2,117.04	\$2,148.79
LUNCHROOM SUPERVISION		
Due consideration will be given to seniority, traveling teachers, and part-time employees. Prorated for additional time only. Compensation for lunchroom duty only applies if the teacher gives up his/her own (prep) time.		
HOME BOUND INSTRUCTOR/HOURLY SUBSTITUTE RATE AND OUT OF DISTRICT RATE	\$31.31	\$31.78
MILEAGE	IRS Rate	IRS Rate
ATHLETIC EVENT WORKERS - MS/JV/HS EVENT Scorer, timer, announcer, ticket seller/taker, crowd supervisor, field events		
Single Game	\$35.66	\$36.20
Double Header	\$58.86	\$59.75
Football Varsity	\$58.86	\$59.75
Intramural	\$35.66	\$36.20
SITE MANAGER All set up/take down/communication		
Single Game	\$59.45	\$60.34
Double Header	\$83.22	\$84.47
Triple Header	\$107.01	\$108.61
Football	\$83.22	\$84.47
ALTERNATIVE LEARNING CENTER		
Target Services Employee who substitutes will be paid at tiered hourly rate. For ALC classroom Teacher, Lead Teacher or Coordinators that work on an hourly rate, the rate will be based on their placement step of the salary schedule. Hours worked outside of the individual's contract with District 14 will be paid at this rate:		
Steps 0-5	\$27.14	\$27.55
Steps 6-10	\$31.86	\$32.34
Steps 10+	\$35.41	\$35.94
These hours are offered on an as needed basis, based on student enrollment in the ALC programs.		
PBIS TEAM LEAD / LINK CREW LEADER		
PBIS Team Lead (7 HS, 7 MS, 7 RLS, 7 Hayes) - \$750 per year with job responsibilities defined		
Link Crew Leader (2 HS) - \$750 per year with job responsibilities defined		

Teacher Salary Schedule

Year 1 2021-2022

STEP	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30	MA+40	PhD
1	41,408	42,527	43,458	45,302	45,970	47,369	48,947	50,527	52,105	53,682	55,436
2	41,996	43,110	44,042	45,886	46,554	47,955	49,531	51,112	52,691	54,267	56,023
3	42,712	44,015	44,948	46,792	47,741	49,417	50,996	52,574	54,154	55,733	57,486
4	44,015	45,504	46,438	48,282	49,509	51,466	53,045	54,622	56,202	57,781	59,536
5	45,320	46,997	47,927	49,771	51,278	53,516	55,091	56,672	58,251	59,830	61,582
6	47,556	49,417	50,348	52,378	54,072	56,493	58,073	59,653	61,229	62,810	64,562
7	49,628	51,676	52,979	55,003	56,702	59,311	60,890	62,468	64,048	65,626	67,380
8	53,346	55,397	56,885	58,916	60,611	63,215	64,795	66,372	67,951	69,532	71,282
9	57,038	59,087	60,890	62,826	64,512	67,119	68,699	70,261	71,839	73,420	75,170
10	64,238	66,473	68,894	71,296	73,734	76,900	78,482	80,059	81,639	83,216	84,972
11	64,238	66,473	68,894	71,296	73,734	76,900	78,482	80,059	81,639	83,216	84,972
12	64,238	66,473	68,894	71,296	73,734	76,900	78,482	80,059	81,639	83,216	84,972
13	64,238	66,473	68,894	71,296	73,734	76,900	78,482	80,059	81,639	83,216	84,972
14	64,238	66,473	68,894	71,296	73,734	76,900	78,482	80,059	81,639	83,216	84,972
15	64,238	66,473	68,894	71,296	73,734	76,900	78,482	80,059	81,639	83,216	84,972
16	64,238	66,473	68,894	71,296	73,734	76,900	78,482	80,059	81,639	83,216	84,972
17	68,594	70,829	73,248	75,651	78,089	81,256	82,836	84,413	85,994	87,570	89,327

Year 2 2022-2023

STEP	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30	MA+40	PhD
1	43,064	44,228	45,196	47,114	47,809	49,264	50,905	52,548	54,189	55,829	57,653
2	43,676	44,834	45,804	47,721	48,416	49,873	51,512	53,156	54,799	56,438	58,264
3	44,420	45,776	46,746	48,664	49,651	51,394	53,036	54,677	56,320	57,962	59,785
4	45,776	47,324	48,296	50,213	51,489	53,525	55,167	56,807	58,450	60,092	61,917
5	47,133	48,877	49,844	51,762	53,329	55,657	57,295	58,939	60,581	62,223	64,045
6	49,458	51,394	52,362	54,473	56,235	58,753	60,396	62,039	63,678	65,322	67,144
7	51,613	53,743	55,098	57,203	58,970	61,683	63,326	64,967	66,610	68,251	70,075
8	55,480	57,613	59,160	61,273	63,035	65,744	67,387	69,027	70,669	72,313	74,133
9	59,320	61,450	63,326	65,339	67,092	69,804	71,447	73,071	74,713	76,357	78,177
10	66,808	69,132	71,650	74,148	76,683	79,976	81,621	83,261	84,905	86,545	88,371
11	66,808	69,132	71,650	74,148	76,683	79,976	81,621	83,261	84,905	86,545	88,371
12	66,808	69,132	71,650	74,148	76,683	79,976	81,621	83,261	84,905	86,545	88,371
13	66,808	69,132	71,650	74,148	76,683	79,976	81,621	83,261	84,905	86,545	88,371
14	66,808	69,132	71,650	74,148	76,683	79,976	81,621	83,261	84,905	86,545	88,371
15	66,808	69,132	71,650	74,148	76,683	79,976	81,621	83,261	84,905	86,545	88,371
16	66,808	69,132	71,650	74,148	76,683	79,976	81,621	83,261	84,905	86,545	88,371
17	71,338	73,662	76,178	78,677	81,213	84,506	86,149	87,790	89,434	91,073	92,900

Important Dates

15-Aug	(Page 10)	Deadline for teacher's request for summer lump payment for extra curricular assignments
1-Oct	(Page 8)	Lane Change Form and Transcripts for Lane changes due
31-Dec	(Page 8)	State deadline for teachers dropping an area of licensure. Note: this may affect your salary
1-Feb	(Page 6)	Teachers that voluntarily took a part time position must notify district in writing of their intent to return to full time
1-Feb	(Page 18)	Teachers must request extended leave of absence in writing by this date
1-Feb	(Page 19)	Teachers must submit written request for reinstatement after a leave
1-Mar	(Page 8)	Second half of year Lane Change Form and Transcripts for lane changes due
1-Mar	(Page 21)	Teachers must give notice by this date if they are giving up an extra curricular assignment for the next year
1-May	(Page 10)	By this date, teachers must notify district to request summer lump payment
1-May	(Page 14)	Teachers who want to sell back vacation days must notify the Payroll Department
15-May	(Page 20)	District must post all internal jobs known at this point
15-May	(Page 20)	District must notify teachers of all involuntary transfers to be made in-district (circumstances may make changes necessary beyond this date)
31-May	(Page 30)	Post-90 teachers should contact the Payroll Department to verify the new contribution amount for the 403(b) Matching Annuity Program if they are entering year Four (4), Ten (10), Fifteen (15), or Nineteen (19) the following school year.
31-May	(Page 31)	Deadline for post-90 teachers to request sick leave sellback to their 403(b). Those teachers who have accumulated 240 or more, hours of sick leave, may make an irrevocable election for the school district to contribute to the employee's 403(b) account up to the maximum of the teacher's upcoming annual allocation of sick leave. Members must make this irrevocable election <u>prior to June 1st affecting the following fiscal years' accrual.</u>
31-May	(Page 29)	Post-90 teachers must be sure they are contributing at least an equal amount of money to their 403(b) in order to qualify for the District matching contribution the following year
30-Jun	(Page 32)	End of fiscal year For those that qualify for severance benefits, notification of severance of employment must be given no sooner than 180 calendar days prior to severance of employment and not later than 30 calendar days prior to severance of employment

- (Page 21) Ten days before the close of the school year, the district will give notice of extra curricular assignments to affected teachers in writing
- (Pages 23 -25) Dates and timelines for grievance procedures are listed here