

Master Agreement

Between

School Board of Fridley Independent School District 14

And

Fridley Education Association

July 1, 2025 through June 30, 2027



Table of Contents

Article I: Parties and Effect	2
Article II: Recognition of Exclusive Representative	2
Article III: Definitions	2
Article IV: School Board Rights	3
Article V: Teacher and Association Rights	4
Article VI: Basic Schedules and Rates of Pay	6
Article VII: Extra Compensation	10
Article VIII: Group Insurance	13
Article IX: Leaves of Absence	15
Article X: Personal Injury and Property Benefits	23
Article XI: Transfers	23
Article XII: Hours of Service	
Article XIII: Length of the School Year	25
Article XIV: Teacher Discipline	26
Article XV: Grievance Procedure	26
Article XVI: Unrequested Leave	29
Article XVII: I.R.C. § 403(b)	31
Article XVIII: Q Comp	34
Article XIX: Retroactivity	34
Article XX: Duration	34
Salary Schedules A and B	36
Schedule C - High School	37
Schedule C - High School	38
Schedule C - High School	39
Schedule C - Middle School	40
Schedule C - Elementary	41
Schedule C - District	42
Important Dates	43
Memorandum of Understanding: Tax Deferral of Severance Pay	44
Addendum: Long-Term Substitute Teacher Contract for Retired Teachers	45
Fridley Public Schools Retired Teacher Agreement	46
EXTENSION AGREEMENT	48
Memorandum of Understanding: READ Act	49

Master Agreement

Article I: Parties and Effect

<u>Section 1. Parties:</u> This Agreement, entered in 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 PELRA as amended, to provide the terms and conditions of employment for teachers during the duration of this Agreement.

<u>Section 2. Effect:</u> 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

<u>Section 1. Recognition:</u> In accordance with the PELRA 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 PELRA as amended and as described in the provisions of this Agreement.

Article III: Definitions

Section 1. Teachers: 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" means any public employee other than a superintendent or assistant superintendent, principal, assistant principal, or supervisory or confidential employee, employed by a school district in a position for which the person must be licensed by the Professional Educator Licensing Standards Board or the commissioner of education; in a position as a physical therapist, occupational therapist, art therapist, music therapist or audiologist or in a position creating and delivering instruction to children in a preschool, preschool readiness or prekindergarten program, except a daily substitute teacher who does not replace the same teacher for more than thirty (30) working days.

<u>Section 2. Long Term Substitute Teachers:</u> 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 assignment of at least 31 consecutive days shall be determined in the same manner as salaries for a continuing contract teacher.

Subd. 2. Eligibility for Benefits: 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 therefore, including fringe benefits, except retirement contributions or benefits, staffing ratios, 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. In the case of school employees, "terms and conditions of employment" includes adult to student ratios in classrooms, student testing and student to personnel ratios regarding the rights of public employees in the scope of negotiations.

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

<u>Section 5. Other Terms:</u> Terms not defined in this Agreement shall have those meanings as defined by the PELRA as amended.

Article IV: School Board Rights

<u>Section 1. Inherent Managerial Rights:</u> 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, selection and direction of personnel.

<u>Section 2. Management Responsibilities:</u> 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.

<u>Section 3. Effect of Laws, Rules and Regulations:</u> 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 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

<u>Section 1. Right to Views:</u> Nothing contained in this Agreement shall be construed to lim it, impair or affect the right of any teacher or their 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 in terfere 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 their will.

<u>Section 2. Right to Join:</u> 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 PELRA 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. Deductions Schedule: 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. Dues Deduction Reporting: 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.

<u>Section 5. Anti-Retaliation:</u> The School Board will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the

Association or collective professional negotiations with the Board or their 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.

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

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

Subd. 2. Right to Response: 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. Right to Review Personnel File: 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.

<u>Section 7. Leave for Union Business:</u> 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.

<u>Section 8. Assignment Location of Record:</u> 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.

<u>Section 9. Split Assignments:</u> Teachers with split assignments between two districts shall have the right to meet and negotiate their conditions of employment.

<u>Section 10. Voluntary Contract Reduction:</u> 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 unless the district and the teacher mutually agree on the reduction.

Article VI: Basic Schedules and Rates of Pay

<u>Section 1. 2025-2026 Salary Schedule:</u> The wages and salaries reflected in Schedule A attached hereto shall be effective only for the 2025-2026 school year.

<u>Section 2. 2026-2027 Salary Schedule:</u> The wages and salaries reflected in Schedule B attached hereto shall be effective only for the 2026-2027 school year.

<u>Section 3. Status of Salary Schedule:</u> 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.

<u>Section 4. Placement on a Salary Schedule:</u> 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. Credit for Previous Experience:** Newly hired teachers who have had experience in other school systems may be credited for each year of experience.
- **Subd. 3. Non-Education Credit for Specialists:** 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. Schedule Placement Notification:** The District agrees to advise final candidates of where they would be placed on the schedule before hiring.
- **Subd. 5. Movement within Salary Schedule:** 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. 7. Lane Changes:

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. 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 the 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) 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 prorated 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 prorated over the remaining pay periods.
- d) At the discretion of the Superintendent and with prior approval, any of these requirements may be waived in a specific program.
- e) Applications for salary adjustment 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. 8. Maintenance of Certification by Teacher:

- a) Teacher is responsible for maintaining their full licensure with all areas listed in effect at the 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) A teacher whose license for their primary assignment is expired as of the first contract duty day shall be suspended without pay until the license is posted.

Subd. 9. 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 their 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 proced ures 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. 10. License Expiration without Approval: 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 54, Subd. 9a, the Superintendent will initiate the following steps and the Superintendent's decision will be final.

Step One. 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 Two. If the teacher chooses not to reinstate a licensure area, the teacher will give written notice of this decision to the principal and Superintendent.

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

<u>Section 5. Job Sharing:</u> Job Sharing is the practice of two teachers sharing one full-time position (1.0 FTE) and may result at the request of a teacher who chooses to share their position. A Job Sharing Position is distinct from a part-time position which is based on staffing needs of the district.

Subd. 1. Eligibility: Application for a Job Sharing arrangement must be made by mutual agreement of two tenured teachers.

Subd. 2. Application and Approval: Requests to enter a Job Sharing arrangement for the subsequent school year must be submitted to the superintendent or their designee prior to February 1st. Written approval or denial of requests shall be communicated to applicants no later than April 1st. Under extenuating circumstances, applications outside of this timeline may be considered by the Superintendent or their designee. In this instance, approval or denial shall be given in writing within 60 days of submission.

Subd. 3. Agreement and Renewal: Each teacher entering a Job Sharing position must sign an agreement stipulating the conditions of the agreement and the specific required duties (meetings, professional development, conferences, etc.). Teachers entering a Job Sharing agreement may alternate hours, days, quarters, or semesters. Job Sharing agreements must be renewed each year, following the procedures outlined in Subdivision 2.

Subd. 4. Seniority and FTE: Teachers engaged in a Job Sharing agreement shall retain their seniority and accrue an additional year of seniority for each year in the shared position. At the

conclusion of the Job Sharing agreement, each teacher shall be entitled to resume their FTE level prior to entering their agreement. Job Sharing agreements that extend beyond 3 years may result in reduction in a teacher's FTE entitlement to the level of the agreement at the discretion of the Superintendent or their designee.

Subd. 5. Salary and Benefits: A teacher engaged in a Job Sharing arrangement shall have their Salary and Benefits prorated in accordance with other provisions of the Master Agreement. Teachers engaged in a Job Sharing agreement shall continue to advance normally on the Salary Schedule.

<u>Section 6. Class Size Overload:</u> A teacher whose schedule contains a section that exceeds the class sizes referred to in the table below will be compensated at the additional hours indicated in the table per student for that semester. Such compensation will be at the teacher's current prorated hourly rate of pay. Class size information will be collected on October 15th and March 15th.

The Ratios indicated in the table below do not apply to band, choir, or orchestra classes.

Grade Level	District Target Maximum Class Size	Additional Hours Per Semester for Class Sizes over Maximum Per Student over Maximum
Pre-Kindergarten	20 students	NA*
Kindergarten	24 20 Students	8
1st & 2nd Grade	25 24 Students	8
3rd & 4th Grade	28 25 Students	8
5th Grade	25 Students	8
6th Grade	34 Students	2 hours per student, per section
7th & 8th Grade	34 Students	1 hour per student, per section
9th - 12th Grade	35 Students	1 hour per student, per section

^{*}Must comply with State of MN class size settings.

Section 7. Overload Assignments: A full time teacher who voluntarily teaches an additional class (overload) for an extended period (excluding occasional substitution) shall be entitled to additional compensation beginning on the first day of the overload and continuing for the remainder of the assignment. Additional compensation shall be calculated using the following formula and paid on a pro rata basis during each payroll of the assignment: (total number of periods taught, including overload ÷ by number of periods in typical 1.0 FTE assignment) x annual salary.

Example: At Fridley High School teaching 5 periods per day is considered 1.0 FTE. A teacher who volunteers to teach a 6th class shall be compensated as follows: 6 periods/5 periods = 1.2 FTE. $$79,997 \text{ (MA/step 10)} \text{ full year overload} = $79,997.00 \times 1.2 = $95,996.40 \text{ for a total salary.}$

Example: At Fridley Middle School teaching 6 periods per day is considered 1.0 FTE. A teacher who volunteers to teach a 7th class shall be compensated as follows: 7 periods/6 periods = 1.167 FTE. \$79,997 (MA/step 10) full year overload = \$79,997.00 x 1.167 = \$93,356.50.

<u>Section 8. Salary Payments:</u> A 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 paid throughout the season of the activity.

<u>Section 9. Pay Deduction:</u> 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.

<u>Section 10. Contract Extension</u>: 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.

Article VII: Extra Compensation

<u>Section 1. Extra-Curricular Schedule:</u> The wages and salaries reflected in Schedule C, attached hereto, shall be part of this Agreement. A maximum of seven (7) years experience may be given to 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.

Subd. 1. Experience Calculations: The value of experience increments as listed in Schedule C shall be calculated using the following formula:

Base	Starting the	Starting the	Base	Starting the	Starting the
(Year 1)	5th Year	10th Year	(Year 2)	5th Year	10th Year
Base 1	Base 1 x 1.07	Base 1 x 1.15	Base 2	Base 2 x 1.07	Base 2 x 1.15

Subd. 2. Coaching Assignments: Each High School and Middle School athletic activity shall be entitled to 1 head and 1 assistant coach as listed in Schedule C. Where listed in Schedule C, an additional "9th Grade Coach" shall be hired. In the event of exceptionally large enrollment requiring multiple teams per activity an additional Head Coach position shall be granted in lieu of an assistant coach. Where specific program needs require, an additional Head or Assistant Coach position may be granted by the Superintendent or their Designee upon written request.

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

<u>Section 2. Stipends for State and National Board Certification:</u> Teachers who receive National Board Certification and other licensed specialists who receive state or national certifications, relevant to their assignment, shall receive an annual stipend of \$2,000. Documentation must be submitted annually by May 1 to the Superintendent or their designee. Stipends shall be paid on the June 15 payroll.

- **Subd. 1. Eligibility.** For the purposes of this section, the following is a non-exhaustive list of eligible certifications: National Board of Professional Teaching Standards (NBPTS), School Psychologist (NCSP), Speech Pathologist (ASHA), Occupational Therapist (NBCOT), Nursing (NBCSN), Licensed Independent Clinical Social Worker (LICSW), Licensed Graduate Social Worker (LGSW).
- **Subd. 2. Exceptions.** Other recognized certifications that align with a staff member's assignment will be considered on a case by case basis upon written request made to the Superintendent or their designee by March 1st.
- **Subd. 3. Proration.** 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: (Teacher annual days worked / 185) x \$2000.

<u>Section 3. Substitute Teaching During the Workday:</u> When a teacher substitute teaches during the workday, the teacher shall receive additional pay.

Subd. 1. Sub Split Class: If a classroom is split between two or more classrooms when a substitute is unavailable, teachers shall receive the substitute rate of pay, divided by the number of sections into which the class is split. If the entire class is taken on by another teacher in addition to their normal roster, then they shall receive the entire substitute rate of pay. If less than a full day, pay is calculated based on the fraction of the day the split occurred.

Calculation for Daily Pay: Sub rate of pay / number of classes split into = pay per teacher per day.

Calculation for Partial Daily Pay: (Pay per teacher per day / 8 hours) x hours taken.

- **Subd. 2. Sub Reassignment:** Any licensed instructional staff reassigned to substitute teach from their scheduled assignment (including EL, reading interventionist, math interventionist, instructional leader, literacy coach, etc.) shall be paid at the substitute rate of pay, in addition to their normal compensation. If less than a full day, pay is calculated based on the fraction of the day. If the teacher subs for a full day, the 'sub during prep time' calculation does not apply in addition to the 'reassigned sub' rate described above.
- **Subd. 3. Sub During Prep:** Any licensed instructional staff reassigned to substitute teach during their prep time shall be paid for actual time subbing (clock-in/out in HRIS system) at the hourly rate that matches their step and lane placement, in addition to their normal compensation.

Such assignments will be made by the principal and will be distributed as equitably as practicable among the teachers. For the purposes of this subdivision, 'substitute rate of pay' shall be defined as of July 1 of the contract year and will include the total cost of the substitute pay (including the mark-up paid to the substitute agency (e.g. TOC)).

Section 4. Hourly Pay for Licensed Student Support Staff:

Subd. 1. Extended Contract: Licensed student support staff (including but not limited to: guidance counselors, deans, social workers, school psychologists, etc.) that are required to participate in district functions during the summer (including: leadership retreats, registration events, back to school planning, etc.) shall be granted up to 5 days of contract extension paid on a prorated basis.

Subd. 2. Hourly Pay: Licensed student support staff (including but not limited to: guidance counselors, deans, social workers, school psychologists, etc.) asked to work beyond their contracted hours shall be paid their regular hourly rate of pay. The provisions of this section shall apply to individuals being asked to work during their duty-free lunch.

Section 5. Special Education Due Process Time: Special Education Teachers will be allowed to timesheet up to 20 hours to meet Due Process requirements throughout the school year. Due Process work may be completed on or off site, maintaining appropriate professional standards and data privacy. Additional time may be granted by the superintendent or their designee. Special Education Building Substitutes are ineligible for the Due Process Time defined in this section.

<u>Section 6. Packing and Unpacking Workspaces:</u> In the event that a teacher is required to pack and move their classroom due to construction projects or involuntary transfer or reassignment, the District will pay up to 13 hours of additional work time (includes packing and unpacking), at the teacher's hourly rate, or "Miscellaneous Time" rate, whichever is greater. Additional hours may be granted by approval of the Superintendent or their designee.

<u>Section 7. Longevity Pay:</u> In recognition of continued service to the district, a teacher is eligible for an annual longevity payment when they have completed years of service as a teacher in the Fridley Public School District as shown in the table.

Years of Service	Longevity Pay
After 10 years of completed service in the district	\$1000
After 15 years of completed service in the district	\$1,500
After 20 years of completed service in the district	\$3,500
After 25 years of completed service in the district	\$4,250
After 30 years of completed service in the district	\$5,000

Longevity Pay is payable over the twenty-four (24) pay periods.

Longevity pay calculations will be prorated based on the teacher's FTE at the beginning of the school year. Teachers whose FTE is fifty percent (50%) or less will receive fifty percent (50%) of appropriate longevity amount. Teachers whose FTE is greater than fifty percent (50%) will receive a prorated amount of longevity pay based on their actual FTE.

Article VIII: Group Insurance

Section 1. Health and Hospitalization Insurance:

Subd. 1. Coverage: The district's contribution toward health insurance for 2025-2027 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, they will not be allowed to re-enroll.

Section 2. Dental Insurance:

Subd. 1. District Contribution: 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 representation.

<u>Section 3. Dual Spouse Coverage</u>: Fridley Public School employees who are married to o ne another may choose one "Single+1" or "Family" plan and will receive a 100% premium contribution from the District. This language shall apply to both health insurance and dental insurance plans.

<u>Section 4. Long Term Disability:</u> The District will provide a long term disability plan for al I teachers employed by the District providing a benefit of 67% 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 5. 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. Each teacher may apply for up to \$150,000 of supplemental coverage at their own expense.

<u>Section 6. Liability Insurance:</u> The District will provide a comprehensive liability policy in cluding corporal punishment as long as it is economically feasible.

<u>Section 7. Eligibility:</u> 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 prorated 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 8. 125B Plan: The District shall provide a 125B plan.

Section 9. Retirement Insurance: A qualifying teacher who declares an intent to retire by February 1st, may elect to receive a one-time contribution to an HRA account. The one-time contribution shall be calculated using the following formula: Single Monthly Premium (of the high deductible plan) x 12 months x 5. The teacher must remain active and fully employed through the last teacher duty day of the school year. The contribution will be paid within thirty (30) days after the effective date of retirement.

A teacher who makes this election must meet each of the following qualifications:

- 20 consecutive years of service in Fridley Public Schools.
- 55 years of age by June 1st of the year in which they wish to retire.
- The teacher must complete the school year to be eligible for this benefit.

Article IX: Leaves of Absence

Section 1. Earned Sick/ESST Leave: Sick/Earned Sick and Safe Time (ESST) leave (hereafter "Sick" Leave) with pay may be used whenever a teacher's absence is due to illness or injury, in accordance with Minnesota "Earned Sick and Safe Time Law" M.S. 181.9446, which prevented their 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 earned at the rate of up to 96 hours (12 days) per year prorated based on the teachers work assignment. The proration shall be calculated as follows:

(Teachers assigned daily work hours ÷ 8 hours) x (Teachers annual days worked ÷ 185) x 96 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 to MS 181.9413. Employees must use all earned available sick leave prior to the use of unpaid time.

- **Subd. 1. Accrual of Sick Leave:** Hourly paid teachers shall accrue sick leave benefits based on assigned 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 contact specifies. Accrual shall be unlimited.
- **Subd. 2. Resignation:** 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. 3. 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 a day is a scheduled duty day.

Section 2. Supplementation to Workers' Compensation Benefits:

- **Subd. 1.** Use of Accrued Leave to Supplement Workers' Compensation Benefits: 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 their accrued sick leave and/or vacation leave in order to receive the full amount of their normal pay.
- **Subd. 2. Reduction and Termination of Supplemental Leave Benefits:** 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. Limit on Total Compensation During Supplementation:** 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 their normal daily, weekly or monthly pay.
- **Subd. 4. Documentation and Eligibility Requirements for Supplementation:** 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 which the employee is receiving workers' compensation benefits.

<u>Section 3. Vacation Leave:</u> Up to twenty-four (24) hours (3 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:

(Teachers assigned daily work hours ÷ 8 hours) x (Teachers annual days worked ÷ 185) x 24 Hours.

A teacher planning to use a vacation leave shall notify their 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 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. Vacation leave may be taken in a minimum of 1 hour increments.

Subd. 1. Vacation Leave Sell Back: Vacation days not taken shall be paid by the District at the current substitute rate of pay divided by 8 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. For the purposes of this subdivision 'substitute rate of pay' shall be defined as of July 1 of the contract year and will include the total cost of the substitute pay (including the mark-up paid to the substitute agency).

<u>Section 4. Personal Leave:</u> Teachers shall be eligible for personal leave to be used for personal business and emergencies. Up to eight (8) hours (prorated based on the assignment FTE) can be taken by the teacher and not chargeable against sick or vacation leave.

Additionally, teachers will have the option of converting up to eight (8) hours (one day) of sick leave (prorated based on the assignment FTE) per year to a personal leave day. This converted personal leave day will be deducted from the teacher's sick leave.

<u>Section 5. Sabbatical Leave:</u> 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. Eligibility: 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. Educational Leave: 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. Timeline and Application:

- 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. Staffing Limitations:** 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. Compensation and Benefits:** 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. Agreement to Return:** A teacher who is granted a sabbatical leave must pledge 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, they shall pay back to the School Board pro-rata part of the sabbatical allowance. The teacher will sign a note for the salary they receive during their sabbatical leave. This note will be canceled one (1) year after their return to the Fridley system.
- **Subd. 7. Expiration of Leave:** Upon expiration of the sabbatical leave, the individual shall have the privilege of returning to the position they occupied prior to the leave, with increment added to their salary.

Section 6. Jury Duty: If an employee is absent from regular duty due to jury duty, the employee shall receive normal payment as if they 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 their 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.

<u>Section 7. Subpoena:</u> A teacher who is subpoenaed for a school-related issue 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 8. Child Care Leave:

- **Subd. 1. Purpose:** 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 for parental care for a child or children of the teacher for an extended period of time.
- **Subd. 2. Notice:** A teacher electing child care leave shall inform the Superintendent, or their designee, in writing of intention to take leave at least (3) calendar months before commencement of the intended leave. The teacher shall indicate on the written notification the teachers' anticipated last working day and a return to work date. The commencement of leave shall be advanced in the case of medical necessity.
- **Subd. 3. Use of Sick Leave:** If the reason for the child care leave is illness or disability related to pregnancy or childbirth, a teacher must utilize all of their available sick leave balance, pursuant to the sick leave provisions of this Agreement and the Family Medical Leave Act. 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. Adjustment of Child Care Leave to Align with Natural Breaks:** 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. Limits on Leave:** In making a determination concerning 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. Returning from Leave:** A teacher returning from child care leave shall be re-employed in a position for which they are licensed at the time of the leave unless previously discharged or placed on requested leave.
- **Subd. 7. Failure to Return:** 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. Probationary Period:** 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. Accumulation of Experience and Leave: 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: If bonding leave is taken under this section, available sick leave must be used, consecutively 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.

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

Section 9. Aging Parent Leave:

- **Subd. 1. Purpose:** 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. Written Notice:** 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.
- <u>Section 10. Paid Family Medical Leave (PFML):</u> Beginning on January 1st, 2026, employees are eligible to participate in Paid Family Medical Leave (PFML). The guidelines for this are as follows:
 - **Subd. 1. Statutory Authority:** Employees are eligible to participate in Paid Family Medical Leave (PFML) pursuant to MN Statutes 268B et seq., Family and Medical Benefits.
 - **Subd. 2. Costs of PFML:** The employer shall pay 100 percent of the total premium for Paid Family Medical Leave set by the Minnesota Department of Employment and Economic Development (DEED).
 - **Subd. 3. Notification to the Employer:** Pursuant to Minnesota Statute Section 268B.085, employees taking Paid Family Medical Leave shall provide the employer with thirty (30) days' notice prior to the start of leave when possible. If 30 days' notice is not practicable because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances or a medical emergency, notice must be given as soon as practicable.

Subd. 4. Coordination of PFML and ESST/Sick Leave: At the request of an employee on Paid Family Medical Leave, the employer shall allow the employee to use individual accrued leave at their discretion to supplement the PFML program benefit. At no time will the employee receive more than 100 percent of their usual salary [wages] between the PFML benefit and contractual leave. Individual accrued leave shall be paid out on the normal payroll cycle pursuant to Article VI (Basic Schedules and Rates of Pay) and Article IX (Leaves of Absence).

In the event that an employee is approved for Paid Family Medical Leave for a period of time that was initially covered by ESST/Sick Leave, the employer shall provide the employee with the opportunity to pay back the value of some or all ESST/sick leave. The employer shall re-credit the leave back to the employee's individual leave account.

Subd. 5. Changes to State Law: In the event that relevant state laws change, the District and the teachers' Exclusive Representative agree to form a work group to investigate and work collaboratively on changes to the language in this section.

<u>Section 11. Emergency School Closing:</u> In the event of an emergency school closing, applicable short-term leaves previously approved for this day under Article IX shall not be debited from the employee's leave balances, provided students are not in attendance on the closing day and the day is not scheduled for staff development or other district required duties.

Section 12. 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.

<u>Section 13. Workload Relief Days:</u> The purpose of workload relief days is to provide teachers time during the duty day to complete job-related responsibilities. Possible uses include, but are not limited to: lesson planning, team planning, assessing student work, curriculum planning and data analysis.

- 1. Each teacher will receive one (1) workload relief day each year.
- Workload relief days may only be used between October 1 and May 15.

- 3. A teacher must schedule to use a workload relief day at least five (5) days prior to the date(s) requested. The District will provide confirmation that a building substitute is available at least three (3) days prior to the requested date.
- 4. Workload relief days will not be approved if a "building substitute" is not available to fill the job.
- 5. Workload relief days are not meant to replace professional leave that traditionally has been granted for specific activities (e.g., curriculum review cycle).
- 6. Teachers will have no basic leave deduction for using workload relief days.
- 7. Teams of teachers are encouraged to schedule their workload relief days jointly, though this is not a requirement.
- 8. No documentation will be required for teachers to demonstrate how they used the workload relief days.
- 9. Workload relief days do not carry over from one year to the next.
- 10. Workload relief days may not be used on a Monday or Friday, immediately before or after a holiday, school break, or personal leave day without prior approval of their site administrator.

Section 14. Unpaid Leaves of Absence:

- **Subd. 1. Request for Unpaid Leave:** 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 their reason in writing.
- **Subd. 2. Limits on Advancement:** 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. Original Hire Date:** Teachers on unpaid leave of absence shall retain their original date of hire as defined in Article XVI, Section 10, of this Agreement.
- <u>Section 15. Extended Leave of Absence:</u> 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.
 - **Sudb. 1. 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. 2. 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. 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, their 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.

Section 16. General Provisions:

- **Subd. 1. Return from Leave:** 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. Insurance Eligibility:** 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.

<u>Section 17. Resignation:</u> If an employee no call/no shows for three consecutive days, that employee will be considered to have voluntarily resigned their position and will not have rights to vacation payout.

Article X: Personal Injury and Property Benefits

Section 1. Absence Due to Physical Injury as a Result of Assault: A teacher's absence due to physical injury as a result of assault by a student, parent, or other individual while performing school business in 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 the 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 article, assault shall mean bodily harm as defined by Minn. Stat. 609.2, Subd. 7.

<u>Section 2. Reimbursement for Damage to Property:</u> The District shall reimburse teachers for the cost of replacement or repair of personal wearable property (such as clothing, glasses, electronic devices, etc.) that are worn at the time of the incident and are damaged or destroyed as a result of student, parent, or other individual action while the teacher is engaging in the performance of their duties.

Article XI: Transfers

Section 1. Voluntary Transfers:

Subd. 1. Posting of and Application for Vacancies: 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. Mid Year Vacancies 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. Notice: 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. Justification: The Superintendent will, upon request from the teacher, give the reason for the transfer.

<u>Section 3. Job Posting:</u> 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 XII: 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.

<u>Section 2. Building Hours:</u> 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. Remote Work During Evaluation and Planning Days: Teachers may work remotely on Evaluation and Planning Days. Remote work must be done in accordance with professional expectations and all provisions of the Master Agreement.

<u>Section 4. Preparation Time:</u> 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 days. Exceptions to this may be made by mutual agreement between the District and the exclusive representative of the teachers.

<u>Section 5. Additional Activities:</u> 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. Notice to Drop Extracurricular Assignments:** 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. Posting of Vacant Assignments:** 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. Extracurricular Dismissal Hearing:** 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. Lunchroom Duty:** Compensation for lunchroom duty only applies if the teacher gives up their own (prep) time.

Section 6. Notice of Assignment: Ten days prior to the last day of school each 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 XIII: Length of the School Year

<u>Section 1. Teacher Duty Days:</u> 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 at least six (6) shall be workshop, grading, and staff development days. Student contact days shall be scheduled to meet the requirements outlined in M.S. 120A.41.

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

<u>Section 3. Evaluation and Planning Days:</u> 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 and Length of School Day:

Subd. 1. Modification of School Calendar Due to Emergency Closures: 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. Adjustment of School Day During Emergencies: 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. Meet and Confer Requirement Prior to Schedule Modifications: 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 XIV: Teacher Discipline

Section 1. Progressive Discipline: 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.

<u>Section 2. Just Cause:</u> A disciplinary action will be taken against a teacher only for just cause. Any disciplinary action shall comply with the law and regulation, shall be fair and equitable, and shall be consistent with the principle progressive discipline.

<u>Section 3. Pre-Disciplinary Consultation and Corrective Guidance:</u> 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. Association Representation: The teacher shall be entitled to have a representative of the Association present in the event that they are 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 as to not delay the action.

<u>Section 5. Reimbursement for Substitute Costs Following Disciplinary Suspension:</u> Any teacher paid on disciplinary suspension will be required to reimburse the District for the cost of any substitute teacher employed as the result of the suspension only if the determination of the investigation results in an unpaid leave or discharge.

Article XV: Grievance Procedure

<u>Section 1. Grievance Definition:</u> A grievance means a dispute or a disagreement as to the interpretation or application of any term of this master agreement.

<u>Section 2. Grievance Representation:</u> A teacher, or 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. Timeline Definitions:

Subd. 1. Business Days: 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. Calculation of Time Periods:** In computing any period of time prescribed herein, the date of the act or the 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. Timely Notification:** 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. Extending Time Limits:** Time limits specified in this Agreement may be extended by written agreement between the parties.

Section 4. Failure to Meet Timelines:

- **Subd. 1. Failure to File or Appeal:** 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 to Issue Decision:** 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.

<u>Section 5. Grievance Resolution Procedure:</u> 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 1:** The teacher shall discuss the 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 2:** In the event it is not resolved at Level 1, 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.

<u>Section 6. Right to Review:</u> The School Board reserves the right to review any decision issued under Level 1 or Level 2 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.

<u>Section 7. Submitting Grievance to Arbitration:</u> 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. Request for Arbitration: 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 2 of the grievance procedure.

- **Subd. 2. Exception:** 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. Arbitration Submission and Timeline:** 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. Representation and Proceedings:** 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 *de novo*.
- **Subd. 5. Decision:** 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 them shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the PELRA as amended.
- **Subd. 6. Expenses:** Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case 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. Filing of Documents:** 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 XVI: Unrequested Leave

<u>Section 1. Purpose:</u> 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 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.

<u>Section 2. Written Notice:</u> 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 therefore. 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 oneness provided in M.S. 122A.40 and shall no later than July 1 be notified of the Board's decision with reasons therefore. 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.

<u>Section 4. Teacher Employment While on Leave:</u> 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 of years of service in the District earned prior to the commencement of such leave.

<u>Section 5. Seniority:</u> 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 List: Seniority shall be determined by the official seniority list.

Subd. 2. Identical Seniority: 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. Opportunity for Employment: 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. Movement of Senior Teachers: Senior teachers shall not be moved into different subject areas to save the position of less senior teachers if:

- The senior teacher has not taught in the new area within the past fifteen (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 five (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 to that position.

<u>Section 7. Filing Name and Address:</u> 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, they shall be notified of 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 said teacher fails to accept the position, it shall constitute a waiver on the part of the teacher of 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.

<u>Section 9. Reinstatement Rights:</u> 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.

<u>Section 10. Definition of Teacher Seniority:</u> 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.
- **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. Teacher on unrequested 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.

<u>Section 12. Teachers Accepting Other District Work:</u> Teachers on unrequested leave may accept substitute teaching positions or other non-teaching employment within the District without prejudice to their recall rights under this Article.

<u>Section 13. Consultation:</u> 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 XVII: I.R.C. § 403(b)

<u>Section 1. Matching Annuity:</u> An eligible teacher may participate in the District's matching annuity program as provided in M.S. 356.244, subd. 1(5)ii, subject to the provisions of this Article. Eligibility requirements are based on the criteria stated in Section 2.

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

Subd. 1. Continuing Contract Status: Non-probationary status must be attained. Teacher must be tenured in Fridley. Teacher must have continuing contract status in order to participate.

Subd. 2. Full Time Employment and Proration: The work schedule must equal or exceed fifty (50) percent or more of a full time employee. Contributions under this Article for a part time teacher working from 50 to 79 percent of a full time schedule shall be prorated in the same

manner as the teacher's contract bears to a full time contract. Teachers working 8O percent or more of a full time schedule shall receive the full contribution.

Section 3. District Contribution:

Subd. 1. Annual Contribution: The maximum annual District contribution shall be based on matching a teacher's contribution per the following:

Step on Salary Schedule	District Contribution 2025-2026	District Contribution 2026-2027
Zero (0) through Three (3)	\$0	\$0
Four (4) through Nine (9)	\$2625.00	\$3025.00
Ten (10) through Fourteen (14)	\$2750.00	\$3150.00
Fifteen (15) through Seventeen (17)	\$2875.00	\$3275.00
Seventeen plus (17+)	\$3000.00	\$3400.00

Subd. 2. District Matching: 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..

Subd. 3. Initiation of Match: 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. 4. Employee Contribution: An employee may elect to contribute to the selected programs more than the district match. This Article only defines the limits of the district's participation in the selected program.

Subd. 5. No Year-to-Year Accumulation: 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. 6. Automatic Contribution: When an employee has an eligible plan in effect, the district's contribution shall be automatic unless the employee requests otherwise.

Subd. 7. Compliance with Relevant Statute: 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 in Article XV.

Subd. 8. Qualifying Investment Companies: All qualified investment companies authorized by the Minnesota State Board of Investment will be eligible to receive the employer match.

Subd. 9. No Retroactivity: Contributions cannot be retroactive to the previous calendar year.

Subd. 10. District's Maximum Lifetime Contribution: the District's maximum lifetime contribution shall be no more than \$75,000.

Subd. 11. Sick Leave Sell Back: Teachers who 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 \$25.00 per hour. Teachers must make this irrevocable election prior to June 1st affecting the following years' accrual.

<u>Section 4. Student Loan Payment Matching</u>: For the purposes of this section, a Qualified Student Loan Payment shall be considered a teacher's contribution and be eligible for employer 403(b) matching under the provisions of this article.

The district will ensure that any approved vendor managing 403(b) plans includes a process to manage the certification of qualifying student loan payments in lieu of employee contributions pursuant to Section 110 of the IRS code.

<u>Section 5. 403(b) Match Auto Enrollment:</u> All employees eligible for district matching funds will be automatically enrolled in a voluntary 403(b) match plan with increases automatically applied for all employees pursuant to the 403(b) match levels. Matching fund levels will be deducted from each paycheck and contributed to whichever fund the employee designates.

An employee can opt out of payroll deductions within 90 days of enrollment. Withdrawals will be added back into the employee's paycheck and matching funds will be returned to the school district. Employees who opt out of salary deductions but wish to receive the employer match based on their qualifying student loan payments shall include notice of this decision to the district within 90 days of enrollment. District contributions for employees providing this notice shall remain in the employee's account.

<u>Section 6. Constitutionality:</u> 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 XVIII: Q Comp

Fridley School District and the 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 contact between July 1, 2023 and June 30, 2025. 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 XIX: Retroactivity

<u>Section 1. Terms and Conditions:</u> Terms and conditions of this contract shall be retroactive to July 1 2023, unless otherwise stipulated. Retroactivity will be effective for those staff who are actively employed at the time of ratification.

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, 2023 through June 30, 2025, and thereafter until modifications are made pursuant to the PELRA as amended. If either party desires to modify or amend this Agreement commencing on July 1, 2023, 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.

<u>Section 2. Finality:</u> 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.

<u>Section 3. Severability:</u> 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 1
President	Chair
Teacher Negotiator	Strendo Seuris Superintendent of Schools
Teacher Negotiator	Board Negotiator
	Board Negotiator
Date: 6/20/2025	Date: 6.17.2025

Salary Schedules A and B

Teacher Salary Schedule

Year 1: 2025 - 2026

Step	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30	MA+40	PHD
1	49142	50470	51575	53764	54556	56217	58089	59964	61838	63709	65791
2	49840	51162	52269	54456	55250	56912	58783	60660	62534	64403	66487
3	50690	52236	53344	55531	56659	58647	60521	62394	64269	66144	68224
4	52236	54004	55111	57301	58757	61080	62953	64825	66699	68573	70657
5	53785	55775	56880	59067	60856	63512	65380	67257	69131	71005	73084
6	56440	58647	59752	62161	64172	67046	68921	70795	72665	74542	76621
7	58899	61328	62875	65276	67293	70390	72264	74135	76011	77884	79966
8	63310	65744	67511	69922	71932	75023	76898	78769	80643	82520	84596
9	67691	70123	72264	74562	76562	79656	81531	83385	85258	87133	89211
10	76237	78889	81762	84613	87507	91264	93141	95013	96889	98759	100844
11	76237	78889	81762	84613	87507	91264	93141	95013	96889	98759	100844
12	76237	78889	81762	84613	87507	91264	93141	95013	96889	98759	100844
13	76237	78889	81762	84613	87507	91264	93141	95013	96889	98759	100844
14	76237	78889	81762	84613	87507	91264	93141	95013	96889	98759	100844
15	76237	78889	81762	84613	87507	91264	93141	95013	96889	98759	100844
16	76237	78889	81762	84613	87507	91264	93141	95013	96889	98759	100844
17	81407	84059	86930	89781	92675	96433	98308	100181	102056	103927	106012

Year 2: 2026-2027

Step	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30	MA+40	PHD
1	51599	52994	54154	56452	57284	59028	60994	62963	64930	66894	69080
2	52332	53720	54882	57179	58012	59758	61722	63693	65660	67623	69811
3	53224	54848	56011	58308	59492	61579	63547	65514	67483	69451	71635
4	54848	56704	57867	60166	61695	64134	66100	68066	70034	72002	74189
5	56474	58564	59724	62020	63899	66688	68649	70620	72587	74555	76738
6	59262	61579	62740	65269	67380	70398	72367	74335	76299	78269	80452
7	61844	64395	66019	68540	70658	73909	75877	77842	79811	81778	83964
8	66475	69031	70886	73418	75529	78774	80743	82707	84675	86645	88826
9	71076	73629	75877	78290	80390	83639	85608	87554	89521	91490	93672
10	80049	82833	85851	88844	91882	95827	97798	99764	101733	103697	105886
11	80049	82833	85851	88844	91882	95827	97798	99764	101733	103697	105886
12	80049	82833	85851	88844	91882	95827	97798	99764	101733	103697	105886
13	80049	82833	85851	88844	91882	95827	97798	99764	101733	103697	105886
14	80049	82833	85851	88844	91882	95827	97798	99764	101733	103697	105886
15	80049	82833	85851	88844	91882	95827	97798	99764	101733	103697	105886
16	80049	82833	85851	88844	91882	95827	97798	99764	101733	103697	105886
17	85477	88262	91276	94270	97309	101255	103224	105190	107159	109123	111313

Schedule C - High School

	Extra Curric	cular/Co-Cur	ricular Salarie:	5		
	2025-26	Starting the 5th Year	Starting the 10th Year	2026-27	Starting the 5th Year	Starting the 10th Year
Adapted Athletics			1	4.		
Bowling (11 weeks)	\$2,611.78			\$2,742.37		
Floor Hockey (17 weeks)	\$2,656.29		\$3,054.73	\$2,789.10		
Softball (13 weeks)	\$2,656.29			\$2,789.10		
Soccer (12 weeks)	\$2,656.29	\$2,842.23	\$3,054.73	\$2,789.10	\$2,984.35	\$3,207.47
Baseball			3			
Head Coach*	\$5,145.83			\$5,403.12		
Assistant Coach	\$3,705.53		\$4,261.36	\$3,890.81		
9th Grade Coach	\$2,625.30	\$2,809.08	\$3,019.10	\$2,756.57	\$2,949.53	\$3,170.05
Basketball†			6			
Head Coach*	\$6,754.38			\$7,092.10		
Assistant Coach	\$4,862.49		\$5,591.86	\$5,105.61		
9th Grade Coach	\$4,862.49	\$5,202.87	\$5,591.86	\$5,105.61	\$5,463.01	\$5,871.45
Cross Country Running						
Head Coach*	\$4,052.32			\$4,254.93		
Assistant Coach	\$2,918.98	\$3,123.31	\$3,356.83	\$3,064.93	\$3,279.47	\$3,524.67
Debate						
Head Coach	\$2,989.21			\$3,138.67		
Assistant Coach	\$1,707.08	\$1,826.58	\$1,963.14	\$1,792.43	\$1,917.91	\$2,061.30
Dance Team						
Head Coach*	\$5,145.90			\$5,403.20	\$5,781.42	\$6,213.68
Assistant Coach	\$3,706.17	\$3,965.61	\$4,262.10	\$3,891.48	\$4,163.89	\$4,475.20
Football						
Head Coach*	\$6,754.38			\$7,092.10	\$7,588.54	\$8,155.91
Assistant Coach	\$4,862.49		\$5,591.86	\$5,105.61		
9th Grade Coach	\$4,862.49	\$5,202.87	\$5,591.86	\$5,105.61	\$5,463.01	\$5,871.45
Golf						
Head Coach*	\$4,052.32			\$4,254.93	\$4,552.77	\$4,893.17
Assistant Coach	\$2,918.98	\$3,123.31	\$3,356.83	\$3,064.93	\$3,279.47	\$3,524.67
Gymnastics						
Head Coach*	\$6,754.38			\$7,092.10		
Assistant Coach	\$4,862.49			\$5,105.6		
Spotter	\$4,862.49	\$5,202.87	\$5,591.86	\$5,105.6	\$5,463.01	\$5,871.45
Hockey						
Head Coach*	\$6,754.38	\$7,227.18	\$7,767.53	\$7,092.10	\$7,588.54	\$8,155.91
Assistant Coach	\$4,862.49	\$5,202.87	\$5,591.86	\$5,105.6	\$5,463.01	\$5,871.45
Soccert						Total Control of the
Head Coach*	\$5,731.69			\$6,018.27	\$6,439.55	\$6,921.0
Assistant Coach	\$4,126.12	\$4,414.95	\$4,745.04	\$4,332.43	\$4,635.69	\$4,982.30
9th Grade Coach	\$2,923.38	\$3,128.01	\$3,361.89	\$3,069.55	\$3,284.4	\$3,529.98
Softball		CPLEASE NO.			11 - 17 - 17 - 17	a più a prise diverningia
Head Coach*	\$5,145.83	\$5,506.04	\$5,917.71	\$5,403.12	\$5,781.34	\$6,213.59
Assistant Coach	\$3,705.53	\$3,964.93	\$4,261.36	\$3,890.8	\$4,163.17	\$4,474.43
9th Grade Coach	\$2,923.38	\$3,128.01	\$3,361.89	\$3,069.55	\$3,284.4	\$3,529.98

Schedule C - High School

	Extra Curri	cular/Co-Curr	icular Salaries			A POST STATE OF THE PARTY OF TH
		Starting the	Starting the		Starting the	Starting the
	2025-26	5th Year	10th Year	2026-27	5th Year	10th Year
Speech						
Head Coach	\$4,169.94	\$4,461.84	\$4,795.43	\$4,378.44		13. 00-00-00-00-00-00-00-00-00-00-00-00-00-
Assistant Coach	\$3,021.30	\$3,232.79	\$3,474.49	\$3,172.37	\$3,394.43	\$3,648.22
Swimming†						
Head Coach*	\$5,731.69	\$6,132.90	\$6,591.44	\$6,018.27	\$6,439.55	\$6,921.0
Assistant Coach	\$4,126.12	\$4,414.95	\$4,745.04	\$4,332.43		
Diving Coach	\$3,705.53	\$3,964.93	\$4,261.36	\$3,890.81	\$4,163.17	\$4,474.43
Tennis						TO SHARE A LINE
Head Coach*	\$4,052.32	\$4,335.98	\$4,660.16	\$4,254.93	\$4,552.77	\$4,893.17
Assistant Coach	\$2,918.98	\$3,123.31	\$3,356.83	\$3,064.93		
C-Team Coach	\$2,070.43	\$2,215.36	\$2,381.00	\$2,173.95	\$2,326.13	\$2,500.05
Track	A 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Comment is the second			0.000	
Head Coach*	\$5,525.10	\$5,911.86	\$6,353.87	\$5,801.36	\$6,207.45	\$6,671.56
Assistant Coach	\$3,980.00	\$4,258.60	\$4,577.00	\$4,179.00	\$4,471.53	\$4,805.85
9th Grade Coach	\$2,815.69	\$3,012.79	\$3,238.04	\$2,956.48	\$3,163.43	\$3,399.94
Volleybalit						
Head Coach*	\$5,731.69	\$6,132.90	\$6,591.44	\$6,018.27	\$6,439.55	\$6,921.0
Assistant Coach	\$4,126.12	\$4,414.95		\$4,332.43		
9th Grade Coach	\$2,923.38	\$3,128.01	\$3,361.89	\$3,069.55		
					1	
Wrestling Head Coach*	\$6,754.38	\$7,227.18	\$7,767.53	\$7,092.10	\$7,588.54	\$8,155.9
Assistant Coach	\$4,862.49	\$5,202.87		\$5,105.6		
Cheerleading	\$2,408.37	\$2,576.96	\$2,769.63	\$2,528.79	\$2,705.81	\$2,908.1
Head Coach (per season) Assistant Coach (per season)	\$1,334.05	\$1,427.43		\$1,400.75		
	\$ 1,50 1.00	VIII.	V 1,00 1110	V.,, 100	V., 170.00	Q1,010.00
Dance Line	\$2,408.37	\$2,576.96	\$2,769.63	\$2,528.79	\$2,705.81	\$2,000.4
Coordinator	\$2,406.37	\$2,570.90	\$2,709.03	\$2,526.7	\$2,705.6	\$2,908.1
Athletics, Extended Season		****	4			
Head Coaches (per week)	\$200.51			\$210.5		
Assistant Coach (per week)	\$200.51	\$214.55	\$230.58	\$210.53	\$225.27	\$242.1
Tier 1 Clubs						
General Club	\$1,997.13			\$2,096.9		
Key Club*	\$4,004.84			\$4,205.0		
National Honor Society*	\$2,714.06	,		\$2,849.7		
Student Council*	\$4,004.84			\$4,205.0		
Youth In Government*	\$4,844.69		 	\$5,086.9		
Youth In Government Assistant	\$1,484.37	\$1,588.28		\$1,558.5		
Robotics*	\$4,522.61			\$4,748.7		
Robotics Assistant	\$2261.31			\$2374.3		
Math Team*	\$2,290.16	\$2,450.47	\$2,633.68	\$2,404.6	6 \$2,572.99	\$2,765.3
Tier 2 Clubs						
General Club	\$1,067.46		1	\$1,120.8		100 100
History Day	\$1,067.46			\$1,120.8		
Unified Club	\$1,067.46			\$1,120.8		
Multicultural Club	\$1,155.35			\$1,213.1		
Language B Club	\$1,155.35	\$1,236.22	\$1,328.65	\$1,213.1	\$1,298.03	\$1,395.08

Schedule C - High School

	Extra Curric	ular/Co-Cur	ricular Salarie:	S		TAY THE LAND
	2025-26	Starting the 5th Year	Starting the 10th Year	2026-27	Starting the 5th Year	Starting the 10th Year
Tier 3 Clubs						
General Club	\$456.66	\$488.62	\$525.16	\$479.49	\$513.05	\$551.42
Music - Instrumental						
Instrumental	\$2,329.22	\$2,492.26	\$2,678.60	\$2,445.68	\$2,616.87	\$2,812.53
Pep Band, Head	\$2,329.22	\$2,492.26	\$2,678.60	\$2,445.68	\$2,616.87	\$2,812.53
Jazz Band, Head	\$791.32	\$846.68	\$910.02	\$830.89	\$889.01	\$955.53
Marching Band, Head	\$3,884.98	\$4,156.93	\$4,467.73	\$4,079.23	\$4,364.78	\$4,691.12
Marching Band, Assistant	\$2,016.42	\$2,157.57	\$2,318.88	\$2,117.24	\$2,265.45	\$2,434.83
Music - Vocal	Pro- The expenses file					in agreement president
Show/Chamber	\$2,329.22	\$2,492.26	\$2,678.60	\$2,445.68	\$2,616.87	\$2,812.53
Vocal	\$1,337.57	\$1,431.20	\$1,538.21	\$1,404.45	\$1,502.76	\$1,615.12
Yearbook	\$3,797.39	\$4,063.21	\$4,366.99	\$3,987.26	\$4,266.37	\$4,585.34
Assistant, Extracurricular	\$2,309.25			\$2,424.72		
Assistant, Co-Curricular	\$2,309.25	\$2,470.90	\$2,655.64	\$2,424.72	\$2,594.45	
					Massacrip Decade in	
Musical	\$5,346.94	\$5,721.22	\$6,148.98	\$5,614.28	\$6,007.28	\$6,456.43
Director	\$3,340.94		\$3,843.12	\$3,508.93		
Technical Director	\$2,450.68		\$2,818.28	\$2,573.21		
Choreographer (1)	\$2,339.28		\$2,690.17	\$2,456.25		12 12164 POSITION 1111
Vocal Director (1)	\$2,339.28			\$2,456.25		
Orchestra Director (1)	\$2,339.26		\$2,049.66	\$1,871.43		
Costumes and Makeup (2)	\$1,762.31		\$1,024.83	\$935.71		1
Assistant Technician	\$779.76		\$896.72	\$818.75		
Producer	\$779.76	\$634.54	\$690.72	\$616.75	\$670.00	\$941.50
Drama						
Director	\$5,012.75			\$5,263.39		
Coordinator	\$3,953.39			\$4,151.06		
Technical Director	\$2,784.86			\$2,924.11		
Costumes and Makeup (2)	\$1,670.92			\$1,754.46		
Assistant Technician	\$445.58			\$467.86		
Producer	\$556.97	\$595.96	\$640.52	\$584.82	\$625.76	\$672.5
(1) Artist stipend, allocation amount distributed based on nature of production			0			
(2) Technical stipend distributed based on nature of production.						
One Act Play	\$2,849.47	\$3,048.93	\$3,276.89	\$2,991.94	\$3,201.37	\$3,440.74
Homeroom Activities Coordinator	\$1,835.30	\$1,963.76	\$2,110.59	\$1,927.06	\$2,061.95	\$2,216.1
Prom	\$1,028.57	\$1,100.57	\$1,182.86	\$1,080.00	\$1,155.60	\$1,242.0
Variety Show	\$485.48	\$519.47	\$558.30	\$509.75	\$545.44	\$586.2
Weight Room Coordinator (per week)	\$312.86	\$334.76	\$359.78	\$328.50	\$351.50	\$377.7

* One day of professional leave allowed per year. † Activities paid multiple times due to separate seasons.

Schedule C - Middle School

Extra Curri	cular/Co-Cur	ricular Salarie	S		
	Starting the	Starting the		Starting the	Starting the
2025-26	5th Year	10th Year	2026-27	5th Year	10th Year

MS Athletics Coordinator	\$10,000			\$10,500		
Athletics (Grades 7 and/or 8)	POLICE PROPERTY OF THE PARTY OF		II		CERCIA ELSE-LIESA	
Head Coach	\$3,000.00	\$3,210.00	\$3,450.00	\$3,150.00	\$3,370.50	\$3,622.50
Assistant Coach	\$2,250.00	\$2,407.50	\$2,587.50	\$2,362.50	\$2,527.88	\$2,716.88
List of MS Athletics: Girls Soccer, Boys Socce	er, Girls Volleyball, Boy	s Basketball, Wres	stling, Baseball, S	oftball, Track		
Athletics, Extended Season					AND THE RESIDENCE OF THE STATE	
Head Coach (per week)	\$200.51	\$214.55	\$230.58	\$210.53	\$225.27	\$242.11
Assistant Coach (per week)	\$167.10	\$178.79	\$192.16	\$175.45	\$187.73	\$201.77
Music						
Band/Vocal Concert (per event)	\$139.73	\$149.52	\$160.69	\$146.72	\$157.00	\$168.73
Jazz Band	\$1,223.06	\$1,308.68	\$1,406.52	\$1,284.21	\$1,374.11	\$1,476.84
After School Choir	\$763.50	\$816.94	\$878.02	\$801.67	\$857.79	\$921.92
Musical (Grades 7 & 8)	A CONTRACTOR OF THE CONTRACTOR					
Artistic Director	\$4,455.78	\$4,767.68	\$5,124.15	\$4,678.57	\$5,006.07	\$5,380.35
Musical Director	\$3,202.59	\$3,426.78	\$3,682.98	\$3,362.72	\$3,598.12	\$3,867.13
Technical Director	\$2,005.10	\$2,113.95	\$2,305.86	\$2,105.36	\$2,219.65	\$2,421.16
Costumes-Make Up	\$1,670.92	\$1,787.88	\$1,942.55	\$1,754.46	\$1,877.27	\$2,039.68
Choreography	\$1,782.31	\$1,907.07	\$2,049.66	\$1,871.43	\$2,002.43	\$2,152.15
Musical (Grades 5 & 6)		T			T	
Director	\$1,330.97	\$1,424.14	\$1,530.62	\$1,397.52	\$1,495.34	\$1,607.15
Script Writer	\$665.48	\$712.07	\$765.30	\$698.75	\$747.67	\$803.57
Music Director	\$665.48	\$712.07	\$765.30	\$698.75	\$747.67	\$803.57
Technical Director	\$665.48	\$712.07	\$765.30	\$698.75	\$747.67	\$803.57
Tier 1 Clubs	T	T				
General Club	\$1,514.06	\$1,620.05	\$1,741.16	\$1,589.76	\$1,701.05	\$1,828.22
Youth in Government	\$1,514.06	\$1,620.05	\$1,741.16	\$1,589.76	\$1,701.05	\$1,828.22
History Day	\$1,514.06	\$1,620.05	\$1,741.16	\$1,589.76	\$1,701.05	\$1,828.22
Lego League	\$1,514.06	\$1,620.05	\$1,741.16	\$1,589.76	\$1,701.05	\$1,828.22
Tier 2 Clubs	T					
General Club	\$1,067.46	\$1,142.18	\$1,227.58	\$1,120.83	\$1,199.29	\$1,288.95
Math Team	\$916.22	\$980.35	\$1,053.65	\$962.03	\$1,029.37	\$1,106.34
Tier 3 Clubs	T			310000-10000		
General Club	\$456.66	\$488.62	\$525.16	\$479.49	\$513.05	\$551.42
Unified Club	\$456.66	\$488.62	\$525.16	\$479.49	\$513.05	\$551.42
Homeroom Activities Coordinator	\$1,835.30	\$1,963.76	\$2,110.59	\$1,927.06	\$2,061.95	\$2,216.12
Student Advisory Board	\$2,819.22	\$3,016.57	\$3,242.11	\$2,960.18	\$3,167.39	\$3,404.21
Yearbook			1			
Assistant, Extracurricular	\$1,849.69	\$1,979.17	\$2,127.14	\$1,942.18	\$2,078.12	\$2,233.50
Assistant, Co-Curricular	\$924.85	\$989.59	\$1,063.58	\$971.09	\$1,039.07	\$1,116.76

Schedule C - Elementary

Extra Curricular/Co-Curricular Salaries

	2025-26	Starting the 5th Year	Starting the 10th Year	2026-27	Starting the 5th Year	Starting the 10th Year
Music			Š.			
Director (per event)	\$137.98	\$147.64	\$158.68	\$144.88	\$155.02	\$166.61
Concert Supervisor (per event)	\$28.85	\$30.87	\$33.18	\$30.30	\$32.41	\$34.84
Tier 1 Clubs			2			
General Club	\$1,997.13	\$2,136.93	\$2,296.70	\$2,096.99	\$2,243.77	\$2,411.53
Tier 2 Clubs		- MALIBARE		Control of the state of the sta		
General Club	\$1,067.46	\$1,142.18	\$1,227.58	\$1,120.83	\$1,199.29	\$1,288.95
Tier 3 Clubs						
General Club	\$456.66	\$488.62	\$525.16	\$479.49	\$513.05	\$551.42

Schedule C - District

Scriedule C - District		
Hourly Rates/Position Stipends		
计分别性 医多种性 医多种性 医多种性 医多种性 医多种性 医多种性 医多种性 医多种	2025-26	2026-27
Contract Extension	Prorata	Prorata
Special Education Due Process		OF A RESERVE TO
Special Education teachers will be allowed to timesheet up to 2 hours per month to meet the Due Process requirements. Due Process work may be completed on or off site, maintaining appropriate professional standards and data privacy. Additional time may be granted with approval from the Director of Special Education or designee.	Prorata	Prorata
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 their own (prep) time.	Prorata	Prorata
Miscellaneous Time		
Teachers will be paid the following rate for the performance of duties or tasks outside of regular contract hours. Payment for hours is subject to prior supervisor approval. Examples include but are not limited to: interviews (if requested by administrator), IEP meetings, after school events, athletic event work, extra conference time, Kindergarten Round-Up, targeted services, curriculum writing, extended day/credit recovery, homebound assignments, pre-approved planning and project work over the summer, etc.	\$39.38	\$41.34
New Teacher Workshop (per day)	\$199.65	\$209.63
Building Leadership Stipend		
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. It is the District's right to determine the number positions needed on an annual basis. Total positions are listed below: HS - up to 14 MS - up to 15 ALC - up to 4 Elementary - 9 at each Elementary School FCC - up to 1 Vista - up to 2	\$2,393.63	\$2,513.31
Mileage	IRS Rate	IRS Rate
Site Manager All set up/take down/communication		
Single Game	\$67.21	\$70.57
Double Header	\$94.09	\$98.80
Triple Header	\$120.99	\$127.04
Football	\$94.09	\$98.80
PBIS Team Lead		
7 HS, 7 MS, 7 RLS, 7 Hayes, 4 FCC (Pyramid) (per year)	\$835.46	\$877.24
Link Crew Leader		
2 HS (per year)	\$835.45	\$877.23

Important Dates

Date	Page Number	Information
15 - Aug	Page 10	Deadline for teacher's request for summer lump payment for extra curricular assignments.
1 - Oct	Page 7	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 20	Teachers must request extended leave of absence in writing by this date.
1 - Feb	Page 20	Teacher must submit written request for reinstatement after a leave.
1 - Feb	Page 13	Teachers who wish to retire and qualify for the Retirement Insurance Benefit in Article VIII must submit notice of their intent to retire at the end of the school year by this date.
1 - Mar	Page 7	Second half of year Lane Change Form and Transcripts for lane changes due.
1 - Mar	Page 23	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 11	Annual deadline for specialists to submit documentation of their national certification or LICSW certification in order to receive a stipend paid out in the June 15 paycheck. As provided in Article VII Extra Compensation.
1 - May	Page 15	Teachers who want to sell back vacation days must notify the Payroll Department.
15 - May	Page 22	District must post all internal jobs known at this point.
15 - May	Page 22	District must notify teachers of all involuntary transfers to be made in-district (circumstances may make changes necessary beyond this date).
31 - May	Page 31	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 32	Deadline for teachers to request sick leave sell back 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 prior to June 1st affecting the following fiscal years' accrual.
31 - May	Page 32	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		End of Fiscal Year
30 - Jun	Page 23	Ten days before the close of the school year, the district will give notice of extra curricular assignments to affected teachers in writing.
30 - Jun	Pages 25-27	Dates and timelines for grievance procedures are listed here.

Memorandum of Understanding:

Memorandum of Understanding Tax Deferral of Severance Pay

Whereas, the 2002 Legislature has adopted a revision to Minnesota Statutes that allows ϵ_{ij} 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 xyl 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 40%(b) account. Under the terms of this agreement, the district will be required to make payment to the designated 40%(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 withdrawnis 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.
- The school district's annual contribution into the retired's 403(b) account must not exceed the IRS contribution limit. If the retires 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).
- The school district contribution(s) (into the retiree's 463(b) account) will be made according to the same timeline as was provided for the direct payment of severance pay.
- This is the full and complete agreement of the parties on this issue. There are no other oral or implied agreements.

For the Exclusive Representativ

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

for the School District:

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Addendum: Long-Term Substitute Teacher Contract for Retired Teachers

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:

- 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.

Teac	her	
IN WITNESS THEREOF, we have subscribed ou	r signatures this x day of month year.	
	Independent School District 14	
Chair	Clerk	_

Fridley Public Schools Retired Teacher Agreement

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

WHEREAS, **teacher** submitted <u>his/her</u> resignation and retired from <u>his/her</u> 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 <u>% FTE and subject or grade level</u> position for the 20<u>xx</u>-20<u>xx</u> school year; and

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

WHEREAS, the School District is willing to employ **teacher** for the 20<u>xx</u>-20<u>xx</u> school year provided **teacher** expressly waives any and all continuing contract rights arising out of <u>his/her</u> 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 <u>% FTE and subject or grade level</u> **teacher** for the 20<u>xx</u>-20<u>xx</u> school year only. **Teacher** salary of (\$XXXXX) will be based on Lane <u>XX</u> Step <u>XX</u> of the Teachers Salary Schedule for the 20<u>xx</u>-20<u>xx</u> 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:	(Teacl	ner)	
Dated:	Repre	sentative, Fridley Education Association	
	INDEPENDENT SCHOOL DISTRICT NO. 14, FRIDLEY, MINNESOTA		
Dated:	Ву:	Its: Chair of the School Board	
Dated:	Ву:	Its: Clerk of the School Board	



FRIDLEY PUBLIC SCHOOLS

6000 West Moore Lake Drive | Fridley, MN 55432 Phone: 763-502-50 | Fax: 763-502-5050

Fildrie: 703-302-30 | Fax. 703-302-30.07

EXTENSION AGREEMENT

	a notice to extend the 20XX-20XX teads VI, section 8 of the current teacher we	cher contract of orking agreement.	in accordance with			
a)	will serve year.	e on a teaching contract for 1.0 FTE during	the 20XX-20XX school			
b)	,	.027 FTE to be served as follows: five (5) d	lays or 40 hours effective			
c)	rate on the current teacher's salary so	ith this contract extension will be at this te chedule. Hours worked will be time sheet ir administrator to agree on a schedule and	ed and paid as earned.			
d)	It is further understood that the extension to this contract is for the 20XX-20XX school year only and is not part of the teacher's entitlement or continuing contract.					
This a	greement becomes effective upon sign	nature of the parties as designated below.				
Teach	er:	Date:				
FPS:	Director of Human Resources	Date:				

Memorandum of Understanding: READ Act BETWEEN

Independent School District #14 (hereinafter referred to as "District") AND

Fridley Education Association, Local #14 (hereinafter referred to as "Union")

WHEREAS the District and Union are parties to a collective bargaining agreement (CBA) for the period from July 1, 2024, through June 30, 2026; and,

WHEREAS the District and Union desire to address the time commitment, compensation, schedule, location of training, and deadlines for teachers required to complete the state of Minnesota mandated READ Act training; and,

WHEREAS the District and Union have agreed that teachers will participate in Lexia LETRS training and,

WHEREAS the total anticipated number of hours of training required for LETRs is 137.

NOW THEREFORE, be it resolved that the parties agree to the following:

1. Eligibility

The Union and District will establish a list of eligible teachers, who must:

- a. Hold a license issued by the Professional Educator Licensing and Standards Board; and,
- b. Be employed by the District between July 1, 2024 and June 30, 2026; and,
- Be required by the District to complete approved training described under Minn. Stat. § 120B.123, subdivision 5.

2. Compensation earned for READ Act training

Stipend of \$600 paid out in 2 installments:

- a) Payment of \$300 after completion Year 1 training, and
- b) Payment of \$300 after successful completion of the full training.

3. Credit Recognition

In addition to the stipend listed above; teachers are eligible for one of the following options:

- a) to apply 12 graduate credits toward a salary lane advancement. Credits may be purchased at the expense of the teacher after completion of Units 1&2 (3 credits), Units 3&4 (3 credits), Units 5&6 (3 credits), and Units 7&8 (3 credits). The parties agree these credits do not need pre-approval by the school district. A teacher who is on the list as agreed upon by the Union and the District in "1. Eligibility" shall receive credits upon completion of each 3 credit section of training. A lane change earned as a result of the credits shall be effective during the first lane change window (per the CBA) after completion of the units of training. OR
- b) A one time payment equal to the value of the change to the next greatest lane, (e.g. MA+40 Step 10 to PhD Step 10 = \$1,986). On completion of LETRs training, Individuals already in the Ph.D. lane shall receive a one time payment equal to the value of the change from MA+40 to Ph.D., at their current step (e.g. in SY 2024-25, Ph.D. step 10 would receive \$1,986).

4. Proof of completion and payment timeline

In all cases, teachers shall submit proof of training completion to District Curriculum Coordinator.

5. Contingencies for additional time

If the training exceeds 137 hours for teachers completing all modules, the District and Union will reconvene to discuss additional compensation in the form of pay, comp time, or other arrangements.

6. Length of the school year

The District and Union agree that pursuant to Minn. Stat. § 120B.123, subdivision 5(e), the 2024-2025 school year will be shortened by a total of five and one-half (5.5) hours to accommodate LETRs training. The parties will jointly determine which calendar days will be changed to accommodate training time.

7. Failure to comply with the READ Act

Compliance with the Minnesota READ Act (Minn. Stat. § 120B.123) is mandatory for both the District and eligible teachers. Failure by the District to comply with these requirements may result in action taken by the Minnesota Department of Education. Failure by an eligible teacher to comply with the training requirements may result in a teacher being out of compliance with READ Act requirements related to reading instruction in accordance with state statute and could result in discipline pursuant to Article XIV of the CBA.

8. Effective Date and Duration

This MOU shall continue in effect until June 30, 2026.

NOW THEREFORE, be it further resolved that the parties agree to the following:

Impact on Precedent. Nothing in this MOU may be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA between the District and the Union. Neither the District nor the Union may refer to this MOU or submit it in any proceeding or case as evidence of a precedent or practice.

Entire Agreement. This MOU constitutes the entire agreement between the parties related to compensation for teachers for completing READ Act training. Neither party has relied on any statements, promises, or representations that are not stated in this MOU. The terms of this MOU constitute the entire agreement between the parties and supersede any prior written or oral, or other agreement, statement, or practice between the parties relating to the subject matter of this MOU. No changes to this MOU will be valid unless they are in writing and signed by both parties. A copy of this MOU will have the same legal effect as the original.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOU on the dates shown by their signatures. This MOU will not become effective unless and until it is approved by the District's School Board and is signed by both parties.

For the District:	For the Union:	
Dated:	Dated:	_

- 1

Memorandum of Understanding Regarding Salary Advancement for Teachers

This Memorandum of Understanding (MOU) is entered on July 1 day of 2025, by and between Fridley Public Schools, Independent School District No. 14 (hereinafter referred to as the "Employer") and the Federation Education Association (FEA, hereinafter referred to as "Union") to recognize and clarify salary step advancement eligibility for licensed staff under specific conditions aligned with Minnesota Statute 122A.40.

Agreement

1. Eligibility for Step Advancement

The parties agree that teachers who have completed ninety (90) full-duty days of service, and who thereby meet eligibility requirements under Minnesota Statute 122A.40, shall be granted step advancement on the salary schedule.

2. Application of Service Credit

Step advancement under this agreement shall be considered equivalent to a year of service credit for salary movement purposes and will be applied consistently across all eligible employees.

3. Intent and Equity

While the occurrence of teachers meeting 90 full-duty days without completing a full school year is not frequent, the Employer and the Union agree that recognizing this service:

- Aligns with tenure credit recognition under state statute,
- o Promotes fair and equitable compensation practices,
- Ensures consistency in the application of salary movement decisions.

4. Duration

This MOU shall remain in effect for the 2025–2027 school year only, unless otherwise extended or modified in writing by mutual agreement of both parties.

5. Non-Precedent Setting

This MOU is entered into on a temporary and non-precedent-setting basis. It shall not be interpreted as a permanent modification to the collective bargaining agreement or as binding for future contract cycles.

Signatures



Superintendent or Senior Officer of Human Resources

Fridley Public Schools, ISD 14

Date: _

FEA President or Designee

Fridley Education Association

Date: 7/14/25

MEMORANDUM OF AGREEMENT

Between
Fridley Education Association (FEA)
and
Fridley School District No. 14

WHEREAS, the Fridley Education Association (FEA) is the exclusive representative of ("Union") in Independent School District No. 14, Fridley ("District"); and

WHEREAS, the parties are currently operating under the 2025-2027 Collective Bargaining Agreement ("CBA") which expires on June 30, 2027.

WHEREAS, the parties have an interest in creating a position(s) that would be titled: "Continuous or Building Substitute Teacher." Individuals serving as Continuous/Building Substitute teacher will be assigned on a daily basis, based on the needs of the District. The objective of creating such a position shall be aligned with the School District's mission, core values and strategic objectives.

NOW, THEREFORE, the School District and the Union agree as follows:

- A. The maximum number of duty days for individual(s) in this position will be student contact and staff development days.
- B. \$31.50/hour with a BA degree or \$42/hour with an MA degree shall apply as the hourly rate of pay for the 2025-2026 school-year; and \$33/hour with a BA degree and \$44/hour with an MA degree shall apply as the hourly rate of pay for the 2026-2027 school year.
- C. The Continuous/Building Substitute is eligible for the same fringe benefits as those teaching under a continuing contract, pro-rated for days worked in the year. This will exclude participation in QComp or ACP programs.
- D. The Continuous Substitute is a one-year, temporary position. A Continuous/Building Substitute will have an assignment for the school year. The maximum duration of the assignment will be three years.
- E. Individual(s) serving in this position must have a current teaching license.
- F. A Continuous/Building Substitute will be required to work the minimum contract day as defined in Article XI. Hours of service in the Teachers terms and conditions of employment.
- G. The parties agree that there shall be no requirement that an agreement be reached on any terms and conditions of employment related to any newly created position resulting from this MOU.
- H. A Continuous/Building Substitute will not be eligible for provisions of the Master Agreement, including, but not limited to Workload Relief Days and Due Process Hours, which are designed to alleviate workload related to the position of "Teacher" as defined in Article III, Section 1. Special circumstances will be reviewed on a case by case basis by the superintendent and/or their designee.

By Signing below, each party represents that it has read, understands, and agrees to be bound by the terms of this Memorandum of Agreement on this _______.

FOR:

INDEPENDENT SCHOOL DISTRICT

NO. 14, Fridley

Bou Moua, Senior Officer of HR

FOR:

Fridley Education Association

Phillip Boyd, FEA President

MEMORANDUM OF AGREEMENT

WHEREAS, the Fridley Education Association ("Union") and Independent School District No. 14 ("School District") are parties to the Teachers' Collective Bargaining Agreement ("Collective Bargaining Agreement"); and

WHEREAS, the Union and the School District wish to acknowledge the additional work-load of elementary specialist teachers at Stevenson Elementary School when taking on an extra section of class due to the addition of a sixth (6th) section of Kindergarten students during the 2025-2026 school year; and

WHEREAS, the Union and the District do not envision this to be an on-going work-place scenario in the School District; and,

NOW, THEREFORE, the Union and the School District agree as follows:

- 1. The District will pay an overload assignment based on the following calculation: The overload assignment is .15; this is divided by the 5 teachers taking on the extra section, resulting in an overload assignment of .03 FTE per teacher.
- 2. This Memorandum of Agreement is retroactive to August 25, 2025 and is effective upon execution by the parties and shall expire on June 30, 2025. It shall have no force or effect thereafter, unless so agreed, in writing by the Union and the School District.
- 3. This MOA does not constitute a past practice, nor does it establish a precedent.

Signed by:

Fridley Education Association

Signed by:

Fridley Public Schools

Brenda Bers