

**Master Agreement**

***Between***

**Fridley School District 14  
School Board  
Fridley, Minnesota**

***And***

**Fridley Association of  
School Principals**

**July 1, 2017 Through June 30, 2019**

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# MASTER AGREEMENT

## ARTICLE I PARTIES AND EFFECT

### ***Section 1. Parties:***

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

### ***Section 2. Effect:***

This Agreement constitutes the full and complete agreement between the School Board and the exclusive representative representing the administrators 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.

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

## ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

### ***Section 1. Recognition:***

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

## ARTICLE III DEFINITIONS

### ***Section 1. Administrator:***

In this group master agreement, the term "administrator" shall include any employee who is currently under assignment to work in Fridley School District 14 in the capacity of a Principal or Assistant Principal, who also possesses any Minnesota required administrative licensure for this administrative assignment, whose employment service is more than 50 percent of their time to administrative duties in the capacity of a Principal or Assistant Principal.

**Section 2. 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 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. 179.66 regarding the rights of public employees in the scope of negotiations.

**ARTICLE IV  
SCHOOL BOARD RIGHTS**

**Section 1. Inherent Managerial Rights:**

The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

**Section 2. Management Responsibilities:**

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

**Section 3. Effect of Laws, Rules and Regulations:**

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

**ARTICLE V  
ADMINISTRATOR AND ASSOCIATION RIGHTS**

**Section 1. Right to Views:**

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any administrator or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one; nor shall it be construed to require any administrator to perform labor or services against his/her will.

**Section 2. Right to Join:**

Administrators shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Administrators 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 administrators with the School Board of such unit.

**Section 3. Request for Dues Check-off:**

Administrators shall have the right to request and be allowed dues check-off for the administrator organization of their selection provided that the administrator organization has not lost its right to dues check-off pursuant to 179.64 to 179.75 of the P.E.L.R.A. as amended.

**Subd. 1.** Upon receipt of a properly executed authorization card of the administrator involved, the School District will deduct from the administrator's paycheck the dues that the administrator has agreed to pay to the administrator organization during the period provided in said authorization.

**Subd. 2.** All administrators who have applied for dues check-off in the Association will automatically have their membership dues deducted in ten monthly installments. Deductions for members employed after the beginning of the school year shall immediately begin and be prorated so as to complete payments in conjunction with other members of the Association.

**Subd. 3.** 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 chairperson a list of people currently having dues deducted.

**Subd. 4.** Upon request of the exclusive representative, the Board shall deduct a fair share fee, as determined by the exclusive representative, from the pay of any administrator who is not a member of the exclusive representative in good standing or who does not make application for membership within thirty (30) days from the day of commencement of administrative duties.

**Subd. 5.** The payroll deduction and submission of dues (full and fair share) pursuant to this Section 3 and its subdivisions are subject to any and all limitations and restrictions under state or federal law.

**Section 4. Facilities:**

The exclusive representative may use School District facilities for the transaction of Association business provided that this does not interfere with the normal school operation and an application for use of facilities has been submitted through proper channels.

**Section 5. Nondiscrimination Against Members:**

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

**Section 6. Personnel Files:**

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

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

**Subd. 2.** As provided by law, M.S. 125.12, Subd. 14, an administrator shall be entitled to submit a written response to any material placed in the administrator's personnel file or to seek expungement of any material through the grievance procedure.

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

**Section 7. Notification:**

Information on new administrator starting salary and number of steps will be communicated to the president of FASA.

**ARTICLE VI  
NO STRIKE**

It is agreed that there shall be no strike, lockout or discontinuance of work during the life of this Agreement. In the event of a strike or picketing by any employee organization, administrators shall continue to be available for work notwithstanding any such activity.

**ARTICLE VII  
BASIC SCHEDULES AND RATES OF PAY**

**Section 1. Work Year/Duty Days:**

The work year for each administrator shall be 261 days. In computing the value of a duty day for purposes of this Agreement, the total annual compensation shall be divided by the number of work days, less contract holidays and contract vacations.

**Section 2. Wages and Salaries:**

Personnel newly assigned to the positions covered by this Agreement subsequent to the date hereof shall be compensated by the District at a level commensurate with training and experience. Current personnel shall receive the salaries listed on attached Appendix A for the period of July 1, 2017 to June 30, 2019.

**Section 3. Extra Compensation:**

An administrator can earn up to \$7,000 for Principals and \$6,000 for Assistant Principals and the ALC Principal per year for writing, execution, and evaluating personal growth goals. The goals will be focused on improving student achievement and will be mutually developed by the administrator and the Superintendent.

**ARTICLE VIII  
INSURANCE PROGRAM**

**Section 1. Group Insurance:**

The District's contribution toward health insurance shall be the same as the teacher contract.



The District will seek input from the exclusive representative whenever a change in the carrier is necessary.

**Section 2. Life Insurance:**

The District will provide a group term life insurance policy on the life of all administrators employed by the District in the amount of \$150,000. Administrators who qualify may purchase up to \$100,000 additional insurance.

**Section 3. Dental Plan:**

The District shall provide the School District single dental plan at full cost for each administrator.

**Section 4. Long Term Disability:**

The District will provide a long term disability plan for administrators. This plan will provide a benefit of 70% of basic salary to a maximum of \$5,000.00 per month in the event of disability caused by sickness or accident. The waiting period for this benefit shall be sixty (60) calendar days. The premium for the plan will be paid by the administrator through payroll deduction. All administrators must purchase the LTD plan provided by the district.

**Section 5. IRS 125B Plan:**

The District shall offer a 125B Plan.

**ARTICLE IX  
LEAVES OF ABSENCE**

**Section 1. Sick Leave:**

- A. Administrators shall accrue 120 hours (15 days) of sick leave per contract year. Such leave will be credited on July 1 of the contract year. Earned sick leave may be used for illness or injury of relatives pursuant to Minn. Stat. § 181.9413, but must at least include the following individual's brother, sister, mother, father, spouse, child, in-laws, grandparents and grandchildren. Additional hours may be granted at the discretion of the Superintendent.
- B. Administrators may accrue unlimited sick leave during the term of this Contract. Administrators shall not be paid for any unused, accrued sick leave upon separation from employment with the School District.
- C. If, upon separation of employment from the School District, the administrator has been paid sick leave in an amount that exceeds the pro-rata hours for the contract year, such amount shall be deducted from the Administrators' final paycheck.
- D. The administrator shall comply with all School District policies and procedures regarding the use of sick leave, and may be required to submit a certification from a physician and/or health care provider if a sick leave absence of 3 days or more consecutive hours occurs.

## **Section 2. Supplementation to Workers' Compensation Benefits**

- A. An administrator who is absent from work due to a work-related injury and is receiving workers' compensation benefits may elect, in writing, to supplement workers' compensation benefits by using his/her accrued sick leave and/or vacation leave in order to receive the full amount of his/her normal pay.
- B. If an administrator elects to supplement workers' compensation benefits under Section 2 A, the amount of the administrator's accrued sick leave or vacation leave shall be proportionately reduced in the amount of the supplemental pay. Elections will automatically cease when the administrator's accrued sick leave and vacation leave have been exhausted.
- C. In no event shall an election to supplement workers' compensation benefits from accrued sick leave or vacation leave result in an administrator receiving more than his/her normal daily, weekly or monthly pay.
- D. Administrators 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 in which the administrator is receiving workers' compensation benefits.

## **Section 3. Vacations:**

Each administrator shall receive one hundred eighty four (184) hours of vacation annually. After completing five (5) years of public service in the Fridley Schools, the administrator shall receive two hundred (200) hours of vacation annually.

Upon cessation of employment the administrator shall be paid for up to three hundred sixty (360) hours of unused vacation. The rate of pay shall be based on the administrator's daily basic salary rate during the last year of service. (See Article VII, Section 1).

Vacation hours, whether taken during the summer or during the school year are subject to the approval of the administrator's immediate superior and the Superintendent of Schools.

## **Section 4. Sabbatical Leave:**

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

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

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

- 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 Ph.D. or Specialist candidates.

**Subd. 3. 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.** The number of administrators on sabbatical leave shall be limited in number to one per year of the administrative staff. If the number of requests exceeds the limitation, priority shall be given on the basis of length of service, contribution to the school system, and the equitable distribution of leaves among the various departments of school service.

**Subd. 5.** The allowance granted to an administrator on sabbatical leave shall be based on 50% of the contract salary of the individual for the school term during which the leave takes place with no maximum limitation. The administrator shall remain eligible to participate in group insurance plans provided by the District.

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

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

***Section 5. Jury Duty:***

During a period of jury duty an employee shall be paid the difference between the jury pay and the amount he/she would otherwise have earned during straight working days.

***Section 6. Personal Leave:***

Up to sixteen (16) hours may be granted to members of the administrative staff each year when approved by the Superintendent for the purpose of special leave.

Personal leave will be granted only for the following purposes:

1. Business that cannot be conducted outside of school hours.
2. Court cases or similar legal appearances.
3. Funerals.
4. Approved religious holidays.
5. Emergency hardship situations.

## **Section 7. Child Care Leave:**

**Subd. 1.** An unpaid childcare leave shall be granted by the School District subject to the provisions of this Section. Childcare leave shall be granted because of the need to prepare and provide parental care for a child or children of the administrator for an extended period of time.

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

**Subd. 3.** If the reason for the childcare leave is occasioned by pregnancy, an administrator may elect to utilize sick leave pursuant to the sick leave provisions of this Agreement. A pregnant administrator will also provide at the time of the leave application, a statement from her physician indicating the expected day of delivery. The duration of such sick leave shall not exceed the period of actual physical inability to work. The definition of disability shall be as reasonably determined by a licensed physician. As a condition of receiving sick leave payments, the administrator may be required to subject to an examination by a physician designated by the District at the District's expense.

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

**Subd. 5.** In making a determination concerning the commencement and duration of a childcare 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 administrator to return to his or her employment prior to the date designated in the request for childcare leave.

**Subd. 6.** An administrator returning from childcare leave shall be re-employed in a position which she/he is licensed unless previously discharged or placed on requested leave.

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

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

**Subd. 9.** An administrator 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 administrator shall not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare leave.

**Subd. 10.** Provisions of this policy which apply after the birth of a child also apply following the adoption of a child.

**Section 8. Aging Parent Leave:**

**Subd. 1.** An unpaid aging parent leave shall be granted by the School District subject to the provisions of this section. Aging parent leave shall be granted because of the need to prepare and provide care for an aging parent of the administrator for a period of time as approved by the Superintendent.

**Subd. 2.** An administrator electing aging parent leave shall inform the Superintendent in writing of his/her intention to take this leave as soon as known. The leave shall be approved at the discretion of the Superintendent.

**ARTICLE X  
GRIEVANCE PROCEDURE**

**Section 1.**

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

**Section 2.**

An administrator, a group of administrators, 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 in his/her behalf.

**Section 3:**

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

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

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

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

#### **Section 4.**

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

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

#### **Section 5.**

In the event that an administrator believes there is a basis for a grievance it shall be resolved in the following manner:

**Subd. 1.** The administrator shall discuss the alleged grievance with the Superintendent. If this informal discussion does not resolve the grievance the administrator may invoke the formal grievance procedure by filing a written statement with the Superintendent 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 Superintendent shall give a written decision within ten (10) days of his receipt of the written grievance.

#### **Section 6.**

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

#### **Section 7.**

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

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

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

**Subd. 3.** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the P.E.R.B. to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, 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 P.E.R.B. within the time period provided herein shall constitute a waiver of the grievance.

**Subd. 4.** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

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

**Subd. 6.** Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case to arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The cost of a transcript will be borne by the requesting party.

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

## **ARTICLE XI POSITION CHANGES**

### ***Section 1. Transfer:***

A transfer of personnel from one administrative position to another administrative position in the District shall be considered on the basis of meeting the educational needs or objectives of the School District as interpreted by the Superintendent. In all cases where transfers are effected, the administrator involved may meet with the Superintendent to reach a full understanding of why the transfer is being made.

An administrator may request a transfer from an administrative position to a teaching position and if approved, will assume salary schedule placement for such a teaching position which recognizes total district and entrance level experience and training. Seniority as a teacher will be based on total District experience. Accumulated sick leave will be retained by the individual. Other contractual rights as an administrator will be forfeited.

### ***Section 2. Discontinuance of Position:***

If an administrative position is eliminated, and if the administrator does not qualify for any existing administrative vacancies she/he shall be assigned to a teaching position for which he/she is qualified by seniority and training. Seniority as a teacher will be based on total District experience. Other contractual rights as an administrator will be forfeited.

### ***Section 3. Seniority:***

Shall be based upon continuous and unbroken employment in the FASA bargaining unit from the first day of actual service after signing an administrator contract.

**ARTICLE XII  
MISCELLANEOUS**

**Section 1. Holidays:**

Administrators shall receive twelve (12) holidays for each year as follows:

Labor Day	New Years Day
Thanksgiving Day	Martin Luther King, Jr. Day
Friday after Thanksgiving	Presidents' Day
Christmas Eve Day	Good Friday
Christmas Day	Memorial Day
New Years Eve Day	Fourth of July

The above holidays, when falling on Sunday, shall be observed on the following Monday, and those falling on Saturday, the preceding Friday.

**Section 2. Health Reimbursement Account (HRA):**

The District will contribute \$1,500 in 2015-2016 to an individual HRA Account for each administrator. Unreimbursed costs of medical expenses and premiums can be reimbursed through this account. The employee must be enrolled in a medical plan through the District in order to receive the District HRA contribution. Section 2 of Article XII will no longer be in effect as of July 1, 2016.

**Section 3. Professional Dues:**

The School District will pay professional dues (local, state and national) for each administrator up to a limit of \$1,000.00 per year.

**Section 4. Professional Development:**

Allow building administrators to allocate \$800 per year to a building fund with a maximum of \$1,600 for the purpose of allowing the administrator to attend a national professional conference or a local professional conference.

**Section 5. Expenses:**

Actual expenses incurred on District business will be reimbursed as approved by the Superintendent, with automobile mileage reimbursed at a rate to be paid at IRS standard allowance.

**Section 6. Other Salary Options for Mileage within the Seven County Metropolitan Area:**

Administrators shall receive, as designated below, a flat yearly fee for mileage in the seven county metropolitan area.

Administrators shall be given the following option:

1. To receive the contracted amount below, or
2. To be reimbursed for actual mileage in the 7 county metropolitan area, through submission of expense vouchers on not more than a quarterly basis, for expenses up to, but not exceeding, the contract amount. Vouchers shall contain documentation meeting IRS regulation guidelines.



No combination of options is available. The selection of option shall be made prior to July 1 of each year on a form to be provided.

<b>Position</b>	<b>Mileage</b>
Elementary Principal Middle School Principal ALC Principal Asst. Middle School Principal	\$ 800/year
High School Principal Asst. High School Principal	\$1000/year

**Section 7. Other Salary Options for Cell Phone:**

Administrators shall be given the following options:

1. Administrator may choose to receive the contracted amount of \$75/Month (\$900/Year) for the purpose of a cell phone. If this option is chosen, the administrator must provide the district with a cell phone number, or
2. District will provide a cell phone for the administrator.

No combination of options is available. The administrator may change their selection for the subsequent year by submitting their request for a change in election in writing to the Human Resources Coordinator prior to May 1 for subsequent years.

**ARTICLE XIII  
I.R.C. § 403(b)**

**Section 1. Matching Annuity:**

An eligible administrator may participate in the District’s matching annuity program as provided in M.S. 356.24, Subd. 1(5) ii, subject to the provisions contained in this Article.

**Section 2. Eligibility:**

In order for an administrator to be eligible to participate in the matching annuity plan, the following criteria must be met.

**Subd. 1.** The work schedule must equal or exceed fifty (50) percent or more of a full time schedule. Contributions under this Article for a part time administrator working from 50-79% of a full time schedule shall be pro-rated in the same ration as the administrator’s contract bears to a full time contract. Administrators working 80 percent or more of a full time schedule shall receive the full contribution.

### **Section 3. District Contribution:**

The maximum annual District contribution shall be based on matching an administrator's contribution per the following:

**Subd. 1.** The District will match the employee's contribution up to three and a half percent (3.5%) of their basic salary.

**Subd. 2.** The District contribution will begin when the employee initiates an eligible investment program.

**Subd. 3.** An employee may elect to contribute to the selected program more than the district match does. This Article only defines the limits of the district's participation in the selected program.

**Subd. 4.** 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. 5.** When an employee has an eligible plan in effect, the district's contribution shall be automatic unless the employee requests otherwise.

**Subd. 6.** All provisions of this Article are subject to applicable code provisions of Minnesota Statutes, Internal Revenue Code Section 403(b). This article will not be subject to the Grievance Procedure.

**Subd. 7.** All qualified insurance companies authorized by the Minnesota State Board of Investment will be eligible to receive the employer match.

**Subd. 8.** Contributions cannot be retroactive to the previous calendar year.

**Subd. 9.** Administrators hired after July 1, 1990 and after they have accumulated three hundred twenty (320) hours of sick leave, shall have the right to turn in any additional unused sick leave at a rate of \$37.50 per hour for any sick leave earned (maximum of eighty (80) hours per year). The district will make all payments to the employees 403(b) account. Prior to May 1, administrators must notify the district of the number of hours they wish to turn in.

## **ARTICLE XIV MEDICAL INSURANCE OPTIONS AFTER RETIREMENT**

After a written resignation is accepted by the School District for an administrator who has; ten (10) years or more of service in the Fridley Public Schools, and is at least 55 years of age, the administrator shall be eligible for the benefits in this section as described below.

**Subd 1.** An administrator who retires pursuant to this Article shall be eligible to continue participation in the District's group medical hospitalization insurance plan. Retirement is defined as

drawing state pension benefits or being at an age with sufficient service requirements to qualify for the pension benefits.

**Subd 2.** The District will pay the full cost of single or employee plus one (whichever plan the employee was enrolled in at the time of retirement) coverage for such insurance up to a limit of \$6,480 per year.

**Subd 3.** The administrator's right to continue participation in such group insurance, however, will be discontinued upon the administrator reaching eligibility age of FICA/Medicare. In the event that the retired administrator dies prior to the age of Medicare, it shall be the option of the administrator's spouse to continue single medical coverage under the district group plan. It is the responsibility of the spouse to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance, on such dates as determined by the School District.

**Subd 4.** The administrator may participate in all other insurance programs (such as life insurance, dental insurance, etc.) of the District on a self-pay basis subject in each case to the approval and terms of the insurance carrier. The District shall not pay any part of the premium costs for these plans. It is the responsibility of such an administrator 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.

## **ARTICLE XV RETROACTIVITY AND CONSTITUTIONALITY**

### ***Section 1. Terms and Conditions:***

Terms and conditions of this contract shall be retroactive to the date each employee began work on the 2015-2017 school year contract.

### ***Section 2. Constitutionality:***

If there is any judicial or administrative decision, which deems any part of ANY article illegal or unconstitutional, that article becomes null and void and becomes subject to re-negotiation.

## **ARTICLE XVI DURATION**

### ***Section 1. Terms and Reopening Negotiations:***

This Agreement shall remain in full force and effect for a period commencing on July 1, 2015, through June 30, 2017, and thereafter until modifications are made pursuant to the P.E.L.R.A. as amended. If either party desires to modify or amend this Agreement commencing on July 1, 2015 it shall give written notice of such intent no later than May 1, 2017. Unless otherwise mutually agreed, the parties shall not commence negotiations more than one hundred twenty (120) days prior to the expiration of this Agreement.

**Section 2. Finality:**

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

**Section 3. Severability:**

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

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

**FOR FRIDLEY SCHOOL ADMINISTRATORS**

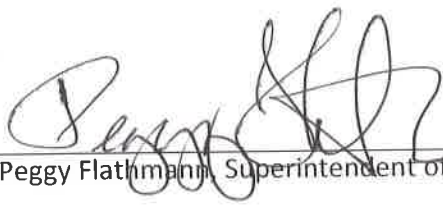
  
\_\_\_\_\_  
Daryl Vossler, Administrator Negotiator

  
\_\_\_\_\_  
Amy Cochran, Administrator Negotiator

**FOR INDEPENDENT SCHOOL  
DISTRICT 14**

  
\_\_\_\_\_  
Mary Kay Delvo, School Board Chair

  
\_\_\_\_\_  
Chris Riddle, School Board Negotiator

  
\_\_\_\_\_  
Peggy Flathmann, Superintendent of Schools

**APPENDIX A  
BASIC SCHEDULES AND RATES OF PAY  
2015-2016, 2016-2017**

<b>2017-2018</b>	<b>HS Principal</b>	<b>MS Principal</b>	<b>Elementary Principal</b>	<b>ALC Principal</b>	<b>HS Assistant Principal</b>	<b>MS Assistant Principal</b>
Step 1	\$117,983	\$113,926	\$109,866	\$105,577	\$100,409	\$99,402
Step 2	\$121,159	\$117,034	\$112,864	\$108,452	\$103,140	\$102,106
Step 3	\$124,423	\$120,141	\$115,858	\$111,340	\$105,873	\$104,811
Step 4	\$127,645	\$123,250	\$118,853	\$114,203	\$108,606	\$107,516
Step 5	\$130,867	\$126,357	\$121,849	\$117,081	\$111,340	\$110,222
Step 5.1	\$130,867	\$126,357	\$121,849	\$117,081	\$111,340	\$110,222
Step 5.2	\$130,867	\$126,357	\$121,849	\$117,081	\$111,340	\$110,222
Step 5.3	\$130,867	\$126,357	\$121,849	\$117,081	\$111,340	\$110,222
Step 6*	\$132,867	\$128,357	\$123,849	\$119,081	\$113,340	\$112,222
*Step 6 is figured by taking step 5.3 plus \$2,000						

<b>2018-2019</b>	<b>HS Principal</b>	<b>MS Principal</b>	<b>Elementary Principal</b>	<b>ALC Principal</b>	<b>HS Assistant Principal</b>	<b>MS Assistant Principal</b>
Step 1	\$120,343	\$116,205	\$112,063	\$107,688	\$102,417	\$101,390
Step 2	\$123,582	\$119,375	\$115,121	\$110,621	\$105,203	\$104,148
Step 3	\$126,911	\$122,544	\$118,175	\$113,567	\$107,990	\$106,907
Step 4	\$130,198	\$125,715	\$121,230	\$116,487	\$110,778	\$109,666
Step 5	\$133,484	\$128,884	\$124,286	\$119,422	\$113,567	\$112,426
Step 5.1	\$133,484	\$128,884	\$124,286	\$119,422	\$113,567	\$112,426
Step 5.2	\$133,484	\$128,884	\$124,286	\$119,422	\$113,567	\$112,426
Step 5.3	\$133,484	\$128,884	\$124,286	\$119,422	\$113,567	\$112,426
Step 6*	\$135,484	\$130,884	\$126,286	\$121,422	\$115,567	\$114,426
*Step 6 is figured by taking step 5.3 plus \$2,000						