

Work Session

Tuesday, March 16, 2010 5:30 PM

Fridley Community Center, 6085 7th Street NE, Fridley, MN 55432

A.	Rain Garden Medtronic Grant	Presenter: Dr. Peggy Flathmann
B.	Communication Plan Update	Presenter: Dr. Peggy Flathmann
C.	Legal Updates	Presenter: Dr. Peggy Flathmann
D.	Staffing and Personnel Update	Presenter: Dr. Peggy Flathmann
D.1.	Individual Contracts for Eric Fort, Karen Jacob, Duane Knealing, Cathy Lombard, and Carol Pehan	
D.2.	Memorandum of Understanding Jennifer Petersen..... ..	
E.	Student Enrollment	Presenter: Dr. Peggy Flathmann
F.	Custodian Notice of Desire to Negotiate	Presenter: Dr. Peggy Flathmann
G.	FASA Master Agreement for 2009-2011	Presenter: Dr. Peggy Flathmann
H.	Memorandum of Understanding Schedule C Drama	Presenter: Dr. Peggy Flathmann
I.	First Reading of Policy 596 Academic Honesty	Presenter: Imina Oftedahl
J.	Second Reading of 524 Internet Acceptable Use and Safety Policy	Presenter: Imina Oftedahl
K.	Social Networking Guidelines	Presenter: Imina Oftedahl
L.	Second Reading of Policy 713 Student Activity Accounting	Presenter: Rochel Manders
M.	Insurance Update and Benefits Outsourcing	Presenter: Rochel Manders
N.	Finance Committee	Presenter:

.....	Rochel Mander s
O. Hedging for Fuel.....	Prese nter: Rochel Mander s
P. Award Bid for Fire Marshal Projects.....	Presente r: Rochel Manders
Q. Transition Lease	Prese nter: Dr. Peggy Flathm ann
R. Bids/Quotations.....	Prese nter: Roche l Mande rs
S. Facility 5 year plan.....	Prese nter: Duane Kneali ng and Matt Hammer
T. Adjournment	Presenter: Brad Richter

Fridley Student Survey

1.

1. Please select your grade level.

- Grade 8
- Grade 11

Thinking about the learning experiences you are having at your school, would you strongly agree, agree, disagree or strongly disagree with each of the following statements:

2. COMMUNICATION

	I strongly agree	I agree	I have no opinion or don't know	I disagree	I strongly disagree
I know what I am expected to learn at school	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I have a caring adult I can talk to at school	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The school keeps my parents informed of how well I am doing in school	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I have the opportunity to be involved in decisions that affect student life in my school	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
My teachers treat me with respect	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Additional Comments:

Fridley Student Survey

3. ACADEMICS

	I strongly agree	I agree	I have no opinion or don't know	I disagree	I strongly disagree
I am being challenged to do my best	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am given the support I need to be successful in school	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Teachers encourage me to do my best	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Teachers use a variety of methods to teach me	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The amount of computer usage is appropriate in the classes I take	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Overall, I have learned a lot from the classes I have taken in school	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I have the opportunity to become proficient in a second language	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The homework I am given supports my learning	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The grades I receive reflect the work I have completed in school	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
My teachers provide learning opportunities that meet my individual needs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am proficient in the use of technology	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I receive support and guidance in career planning	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The services provided by the school library/media center meet my academic needs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Additional Comments:

4. SCHOOL SAFETY

	I strongly agree	I agree	I have no opinion or don't know	I disagree	I strongly disagree
I know how I am supposed to behave in my school	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I feel safe while at school	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
School rules are fair	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
School rules are implemented consistently	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am treated well by other students at my school	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Additional Comments:

Fridley Student Survey

5. EXTRA-CURRICULAR ACTIVITIES

	I strongly agree	I agree	I have no opinion or don't know	I disagree	I strongly disagree
My school provides high quality athletic programs for students	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
My school provides high quality fine arts (music, art, theater) programs for students	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am encouraged to participate in athletic programs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I am encouraged to participate in fine arts programs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Additional Comments:

6. OVERALL SATISFACTION

	I strongly agree	I agree	I have no opinion or don't know	I disagree	I strongly disagree
I am receiving a high quality education at my school	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Additional Comments:

Fridley Schools Community Survey

Please enter your zip code:

Please check all of the ways you learn about what is happening in the school district.

- District Bulletin
- School District web site
- Community Education brochure/catalog
- School Board Meetings
- Cable TV
- Conversations with school district employees
- Conversations with friends and/or neighbors
- Personal involvement
- SunFocus Newspaper

Additional comments:

Please check your preferred means of notification about what is happening in the school district.

- District Bulletin
- School District web site
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- School Board Meetings
- Cable TV
- Conversations with school district employees
- Conversations with friends and/or neighbors
- Personal involvement
- SunFocus Newspaper

Fridley Schools Community Survey

COMMUNICATION

	I strongly agree	I agree	I have no opinion or don't know	I disagree	I strongly disagree
I feel that I am kept well informed about issues concerning the school district	jn	jn	jn	jn	jn
The Fridley School Board seeks citizens' viewpoints/suggestions for solutions to school needs	jn	jn	jn	jn	jn
Residents are invited to participate in important decisions about school programs/policies	jn	jn	jn	jn	jn
When important decisions are made about school programs or policies, residents are informed far enough in advance to allow for discussion	jn	jn	jn	jn	jn

Additional comments:

PARTNERSHIPS/COMMUNITY INVOLVEMENT

	I strongly agree	I agree	I have no opinion or don't know	I disagree	I strongly disagree
Our schools have a high level of community involvement	jn	jn	jn	jn	jn
Community members are provided opportunities to volunteer in schools	jn	jn	jn	jn	jn

Additional comments:

ACADEMICS

	I strongly agree	I agree	I have no opinion or don't know	I disagree	I strongly disagree
Our schools provide learning opportunities that meet the individual student needs	jn	jn	jn	jn	jn
Our schools provide a sufficient variety of classes	jn	jn	jn	jn	jn
Schools have adequate resources to support student learning	jn	jn	jn	jn	jn
Fridley Area Schools staff provides support to ensure success for all students	jn	jn	jn	jn	jn
Fridley Area Schools does a high quality job of preparing students for work or life beyond high school	jn	jn	jn	jn	jn

Additional comments:

Fridley Schools Community Survey

EXTRA-CURRICULAR ACTIVITIES

	I strongly agree	I agree	I have no opinion or don't know	I disagree	I strongly disagree
The school district encourages residents without children currently attending school to be involved in school district activities	jn	jn	jn	jn	jn
The school district provides high quality fine arts (music, art, theater) programs for students	jn	jn	jn	jn	jn
The school district provides high quality athletic programs for students	jn	jn	jn	jn	jn
The school district provides high quality community education classes and programs	jn	jn	jn	jn	jn

During the past calendar year, how many school sporting events did you attend?

- jn None
- jn 1 to 3
- jn 4 to 6
- jn 7 or more

During the past year, how many fine arts (music, art or theater) events did you attend at school?

- jn None
- jn 1 to 3
- jn 4 to 6
- jn 7 or more

During the past calendar year, how many school activities, meetings or events (excluding sports and fine arts) did you attend?

- jn None
- jn 1 to 3
- jn 4 to 6
- jn 7 or more

Fridley Schools Community Survey

If you have not attended a school activity in the past year, which reason describes why?

- Cost
- Unaware of school activities
- Not interested
- Too busy
- Other

SCHOOL SAFETY

	I strongly agree	I agree	I have no opinion or don't know	I disagree	I strongly disagree
Fridley Area Schools provides a safe learning environment for students	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Additional Comments:

OVERALL SATISFACTION

	I strongly agree	I agree	I have no opinion or don't know	I disagree	I strongly disagree
Fridley Area Schools provides a high quality education for all students.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Additional Comments:

Do you have computer access? Are you willing to share your email address?

Fridley Schools Parent Survey

Please select the name of the school your child attends.

- Hayes Elementary
- R. L. Stevenson Elementary
- Fridley Middle School
- Fridley High School
- Fridley Area Learning Center
- Fridley Early Childhood Program

NOTE: Parents with more than one child attending Fridley Area Schools please fill out a separate survey for each child.

COMMUNICATION

	I strongly agree	I agree	I have no opinion or don't know	I disagree	I strongly disagree
I feel welcome when I enter my child's school	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
If I have a concern, I know I can contact someone at the school who will be helpful	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I feel informed about my child/children's academic progress	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I feel comfortable speaking with my child's teacher(s) about my child	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
I feel comfortable speaking with the principal or assistant principal about my child	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
My child's teacher responds to my communications in a timely manner	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Additional Comments:

Fridley Schools Parent Survey

Means of Communication – Please check all of the ways your child’s school communicates with you.

- Parent Portal
- School Website
- Teacher Website
- Telephone calls
- Parent Teacher Conferences
- Parent Teacher Organization (PTO) meetings
- Email
- Building/grade level newsletters

ACADEMICS

	I strongly agree	I agree	I have no opinion or don't know	I disagree	I strongly disagree
The environment at my child’s school supports learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
My child is challenged by the provided academic work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
My child is obtaining skills in technology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
My child is provided with a variety of educational experiences that meet his/her individual learning level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The school encourages parents to be involved in their children's education	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The teacher(s) care about my child’s success	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The amount of homework my child receives is appropriate for his/her grade level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I am satisfied with my child's academic progress	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I am satisfied with the guidance my child receives concerning what to do after graduation (4-year or 2-year college, vocational/technical school, or other options)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments:

Fridley Schools Parent Survey

SCHOOL SAFETY

	I strongly agree	I agree	I have no opinion or don't know	I disagree	I strongly disagree
My child feels safe at school	jn	jn	jn	jn	jn
My child's school is clean and well-maintained	jn	jn	jn	jn	jn
I am informed about schedules, emergency issues, and school policies	jn	jn	jn	jn	jn

Additional Comments:

EXTRA-CURRICULAR ACTIVITIES

	I strongly agree	I agree	I have no opinion or don't know	I disagree	I strongly disagree
My child's school provides high quality athletic programs	jn	jn	jn	jn	jn
My child's school provides high quality fine arts (music, art, theater) programs	jn	jn	jn	jn	jn
My child is encouraged to participate in athletics	jn	jn	jn	jn	jn
My child is encouraged to participate in fine arts	jn	jn	jn	jn	jn

Additional Comments:

OVERALL SATISFACTION

	I strongly agree	I agree	I have no opinion or don't know	I disagree	I strongly disagree
Overall, I am satisfied with my child's school	jn	jn	jn	jn	jn
I would recommend this school to other families.	jn	jn	jn	jn	jn

Do you have an email address that you are willing to share?

**2009-2011 FRIDLEY INDEPENDENT SCHOOL DISTRICT 14
NOTICE OF ASSIGNMENT**

The School Board of Independent School District 14, Fridley, Minnesota (employer) enters into this Agreement with Eric Fort (employee) who agrees to perform the duties of Diversity Outreach Specialist.

**Article I
Contract Term, Expiration, and Termination**

Section 1. Duration

This term contract is for the employment term commencing on **July 1, 2009** and ending on **June 30, 2011**. This employment contract will be in effect when the contract is signed by the employee and approved by the School Board. Any previous contract agreement is null and void.

Section 2. Subsequent Contract

- A. The School Board approves the contract term and salary/fringe benefits for all individual contracts. If the School Board does not take action to renew or extend this contract prior to its expiration date on June 30, 2011, this contract will automatically terminate at the end of the contract term.
- B. If it should be determined NOT TO OFFER a subsequent term contract to the employee, the School Board or Superintendent shall notify the employee of this intention in writing no later than three (3) months prior to the expiration of this term contract. If this written notice is not given to the employee in advance as specified, the Superintendent will ask the School Board to approve up to a three (3) month extension of this contract term, with the first day of the extension to begin on the same day that the written notice of intent not to renew is delivered to the employee.
- C. If it should be determined TO OFFER a subsequent term contract, the Superintendent will take timely action to propose that the School Board act to renew this term contract and/or extend another term contract along with approving any revisions in salary/fringe benefit language for the subsequent contract term.

Section 3. Expiration

At the conclusion of this contract term, neither party shall have any further claim against the other, and the School District's employment of the Diversity Outreach Specialist shall cease, unless a subsequent contract agreement is approved by the School Board and signed by both parties.

Section 4. Termination During the Contract Term

- A. The Diversity Outreach Specialist's employment may be terminated during the term of this contract agreement if the School Board takes formal action to discontinue the position and the Diversity Outreach Specialist's employment, and specifies the effective date of termination.
- B. The Diversity Outreach Specialist's employment may be terminated during the term of this contract agreement for cause by School Board Action. "Cause" is defined as any one of the following:
 - 1) Inefficiency;
 - 2) Neglect of duty, or persistent violation of school laws, rules, regulations, or directives;
 - 3) Conduct unbecoming an employee which materially impairs the employee's educational effectiveness;
 - 4) Other good and sufficient grounds rendering the employee unfit to perform the employee's duties.
- C. If the District proposes to terminate the employee during the contract term for cause, the School Board or Superintendent shall notify the employee in writing as to the grounds for proposed termination. The employee shall be entitled to request in writing that a hearing be held before an arbitrator, provided that the employee's hearing request is received by the Superintendent within fifteen (15) calendar days after receipt of the proposed termination notice.
- D. If such written request for a hearing is duly delivered as specified, the parties shall jointly petition the Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall conduct a hearing under normal arbitration procedures and issue a written decision about the proposed contract termination. The decision of the arbitrator shall be final and binding upon both parties, subject to normal judicial review of arbitration decisions as provided in law. The employee may be suspended with pay pending the final determination by the arbitrator.
- E. If the employee fails to request a hearing as provided herein within the fifteen (15) days, this shall be deemed acquiescence by the employee to the School Board's proposed action, and the proposed termination shall become final on the specified effective termination date as approved by the School Board. The employee shall have no further claim or recourse subsequent to this School Board action to terminate the contract.
- F. If the employee submits a written resignation and request to be released from the contract during the term, and the School Board takes action to approve the resignation, the employee and School Board will be considered to have mutually terminated this contract.

G. The employee agrees to give the Superintendent at least 1 month notice prior to delivering a resignation for employment at the end of the contract or during the term of the contract.

Article II Duty Year, Hours, And Duties

Section 1. Basic Work Year and Hours

The employee's duty year shall be for 191 days as provided herein and the employee shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. A work calendar to schedule the 191 work days shall be submitted annually to the appropriate supervisor for amendment and approval within 2 weeks of the start date. There are no paid holidays. When planning the yearly work schedule the employee shall not work on the following twelve (12) days:

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 work hours may be adjusted to fit the varying job duties that also involve attendance at School Board meetings, night meetings, and weekend events as directed by the supervisor. The employee will work no less than 8 hours in a typical work day; other days may involve more hours.

Section 2. Job Duties

The job duties will be assigned by the supervisor and will be according to the job description for the position. The job tasks will be primarily diversity outreach services to students, staff and parents in support of Fridley's desegregation plan. The job will also include curriculum evaluation and improvement; project leadership, and written/verbal reports to various groups. The employee will be expected to customarily and regularly exercise discretion and independent judgment. The official job description may be changed by the Director of Special Services during the term of this contract.

Article III Wages And Work Assignments

Section 1. Wages

2009-2010 Wages. The employee shall be paid \$42,925 for 191 days.

2010-2011 Wages. The employee shall be paid \$43,354 for 191 days.

Section 2. Extra Compensation

Beginning in the 2010-2011 school year the employee can earn up to \$500 for attaining building and personal growth goals. The goals will be focused on improving student achievement and will be mutually developed by the employee and the Superintendent.

Section 3. Paychecks

Employees will be paid bi-weekly.

Section 4. Mileage

District mileage will be paid as allowed by the IRS and according to policies and procedures of the District.

Article IV Insurance

Section 1. Health Insurance

A. Coverage 2009-2011: The district's contribution toward health insurance for 2009-2011 shall be the same as that negotiated for the teacher bargaining group.

Coverage is for all staff 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.

B. 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.

Section 2. Life Insurance

The School District shall pay the total premium for a \$50,000 group term policy. Employees may purchase an additional amount at employee expense and pursuant to the master insurance policy.

Section 3. Dental Insurance

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

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

Section 4. Long Term Disability

The District will provide a long term disability plan for all staff employed by the District providing a benefit of 70% of basic annual salary up to a maximum of \$3,600.00 per month 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 employee through payroll deduction. The employee must participate in the LTD plan.

Section 5. IRS 125B Plan

An IRS 125B Plan is available for all employees.

Article V Internal Revenue Code § 403(b)

Section 1. Matching Annuity

The employee 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 employee to be eligible to participate in the matching annuity plan, the following criteria must be met.

- A. Nonprobationary status must be attained.
- B. The work schedule must be full time.

Section 3. District Contribution

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

- | | |
|---|---------|
| A. Zero (0) through Three (3) years in Fridley | \$ 0 |
| Four (4) through Nine (9) years in Fridley | \$ 600 |
| Ten (10) through Fourteen (14) years in Fridley | \$ 850 |
| Fifteen (15) to Nineteen (19) years in Fridley | \$ 950 |
| Nineteen plus (19 +) years in Fridley | \$1,200 |
- B. The District will contribute an amount equal to the employee's requested annual contribution up to the maximum amount listed in this Section. The employee's annual contribution will be the maximum statutory amount or be diminished by increments of \$250 per year.
- C. 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. A. above.
- D. An employee may elect to contribute to the selected program more than the district match. This Article only defines the limits of the district's participation in the selected program.
- E. 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.
- F. When an employee has an eligible plan in effect, the district's contribution shall be automatic unless the employee requests otherwise.
- G. All provisions of this Article are subject to applicable code provisions of Minnesota Statutes, Internal Revenue Code Section 403(b).
- H. All qualified insurance companies authorized by the Minnesota State Board of Investment will be eligible to receive the employer match.
- I. Contributions cannot be retroactive to the previous calendar year.
- J. The District's maximum lifetime contribution shall be no more than \$33,000.

Article VI Leaves Of Absence

Section 1. Sick Leave

Employees covered by this contract shall be eligible for sick leave benefits. Sick leave shall be pro-rated at the rate of thirteen (13) days per year. Accrual will be unlimited as earned. Accrual

of sick leave will be earned on a pro-rated basis for each month of employment. The additional day per year shall be added in June of each year. A certificate from a physician may be required to substantiate the need for sick leave requests as a condition of employer approval. Up to five days in any one year of earned sick leave may be used for illness or death in the immediate family or others with approval of the employee's supervisor. After five days have been used in one year, full deduction shall be made.

Section 2. Professional Leave

Attendance at meetings, conventions and workshops will be granted without loss of pay provided that the attendance is approved in advance and in writing by the immediate supervisor. Any time spent outside of work hours for such attendance will be considered voluntary and may not be counted as compensatory time. Employees who attend meetings, conventions and workshops either during school hours or on employee time shall be reimbursed for reasonable costs, i.e., mileage, meals, lodging, registration fees, etc., provided these costs are approved in advance by the supervisor.

Section 3. Jury Duty

Employees shall be granted the additional amount to make up full pay if required to serve on jury duty or subpoenaed for any court duty.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed in behalf of the parties this __ day of _____, 2010.

SIGNED BY THE EMPLOYEE

**SIGNED AS REPRESENTING THE
SCHOOL BOARD OF SCHOOL DISTRICT 14**

By _____

By _____

By _____

Dated _____

Dated _____

2009-2011
FRIDLEY INDEPENDENT SCHOOL DISTRICT 14
CONFIDENTIAL EMPLOYEE AGREEMENT

The School Board of Independent School District 14, Fridley, Minnesota (employer) enters into this Agreement with **Karen Jacob** (employee) who agrees to perform the duties of **Executive Assistant to the Superintendent**.

Article I
Contract Term, Expiration, and Termination

Section 1. Duration

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Section 2. Subsequent Contract

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- B. If it should be determined NOT TO OFFER a subsequent term contract to the employee, the School Board or Superintendent shall notify the employee of this intention in writing no later than three (3) months prior to the expiration of this term contract. If this written notice is not given to the employee in advance as specified, the Superintendent will ask the School Board to approve up to a three (3) month extension of this contract term, with the first day of the extension to begin on the same day that the written notice of intent not to renew is delivered to the employee.
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Section 3. Expiration

At the conclusion of this contract term, neither party shall have any further claim against the other, and the School District's employment of the Executive Assistant to the Superintendent shall cease, unless a subsequent contract agreement is approved by the School Board and signed by both parties.

Section 4. Termination During the Contract Term

- A. The Executive Assistant to the Superintendent's employment may be terminated during the term of this contract agreement if the School Board takes formal action to discontinue the position and the Executive Assistant to the Superintendent's employment, and specifies the effective date of termination.
- B. The Executive Assistant to the Superintendent's employment may be terminated during the term of this contract agreement for cause by School Board Action. "Cause" is defined as any one of the following:
 - 1) Inefficiency;
 - 2) Neglect of duty, or persistent violation of school laws, rules, regulations, or directives;
 - 3) Conduct unbecoming an employee which materially impairs the employee's educational effectiveness;

- 4) Other good and sufficient grounds rendering the employee unfit to perform the Executive Assistant to the Superintendent's duties.
- C. If the District proposes to terminate the employee during the contract term for cause, the School Board or Superintendent shall notify the employee in writing as to the grounds for proposed termination. The employee shall be entitled to request in writing that a hearing be held before an arbitrator, provided that the employee's hearing request is received by the Superintendent within fifteen (15) calendar days after receipt of the proposed termination notice.
 - D. If such written request for a hearing is duly delivered as specified, the parties shall jointly petition the Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall conduct a hearing under normal arbitration procedures and issue a written decision about the proposed contract termination. The decision of the arbitrator shall be final and binding upon both parties, subject to normal judicial review of arbitration decisions as provided in law. The employee may be suspended with pay pending the final determination by the arbitrator.
 - E. If the employee fails to request a hearing as provided herein within the fifteen (15) days, this shall be deemed acquiescence by the employee to the School Board's proposed action, and the proposed termination shall become final on the specified effective termination date as approved by the School Board. The employee shall have no further claim or recourse subsequent to this School Board action to terminate the contract.
 - F. If the employee submits a written resignation and request to be released from the contract during the term, and the School Board takes action to approve the resignation, the employee and School Board will be considered to have mutually terminated this contract.
 - G. The employee agrees to give the Superintendent at least 1 month notice prior to delivering a resignation for employment at the end of the contract or during the term of the contract.

Article II

Duty Year, Hours, and Work Assignment/Evaluation

Section 1. Duty Year

The employee's duty year shall be for the entire year (52 weeks) as provided herein and the employee shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The work hours will be adjusted to fit the varying job duties that also involve attendance at School Board meetings as directed by the supervisor.

Section 2. Job Duties

The job duties will be assigned by the supervisor and will be according to the job description for the position. The job tasks will be primarily office work directly related to management policies and/or general business operations. The duties will also involve administrative functions relating to the direct support of the Superintendent of Schools. The employee will be expected to customarily and regularly exercise discretion and independent judgment. The official job description may be changed by the employee's supervisor during the term of this contract. This position is classified as an administrative office employee and is thereby exempt from any minimum wage and overtime provisions.

Section 3. Work Evaluation

The employee's work will be formally reviewed on an annual basis, using a pre-determined evaluation process. The employee may participate in suggesting improvements for the evaluation process to the Superintendent for his/her approval. The evaluation process will include a review of the employee's performance of current job description tasks as well as yearly improvement goals and results achieved. The employee is responsible to submit the written self-review in a timely manner and to schedule mid-year and final evaluation conferences with the Superintendent. The Superintendent is responsible to complete an annual written evaluation of the employee's work for his/her personnel file.

Article III Wages and Other Compensation

Section 1. Wages

2009-2010 Wages. The employee shall be paid an annual salary of \$57,782.

2010-2011 Wages. The employee shall be paid an annual salary of \$58,359.

Section 2. Paychecks

Employees will be paid bi-weekly. For all employees, each paycheck will represent the actual days worked in the pay period for which the check is issued.

Section 3. Mileage

District mileage will be paid as allowed by the IRS and according to policies and procedures of the District.

Article IV Insurance

Section 1. Health Insurance

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

Coverage is for all staff 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.

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.

Section 2. Life Insurance

The School District shall pay the total premium for a \$75,000 group term policy effective July 1, 2010. Employees may purchase an additional amount at employee expense and pursuant to the master insurance policy.

Section 3. Dental Insurance

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

The above contribution will be made toward a plan approved by the Board and the exclusive representative

Section 4. Long Term Disability

The District will provide a long term disability plan for all staff employed by the District providing a benefit of 70% of basic annual salary in the event of disability caused by sickness or accident. The waiting period for this benefit shall be 60 calendar days. The premium for the plan will be paid by the employee through payroll deduction. The employee must participate in the LTD plan.

Section 5. IRS 125B Plan

The District shall offer a Flexible Benefits 125B Plan at the employee's option and at the employee's expense. This plan allows the employee to purchase benefits with pre-tax dollars as allowed under the Internal Revenue Service.

Article V Internal Revenue Code § 403(b)

Section 1. Matching Annuity

The eligible employee 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 employee to be eligible to participate in the matching annuity plan, the following criteria must be met.

- A. Nonprobationary status must be attained.
- B. The work schedule must be full time.

Section 3. District Contribution

The District's contribution shall be the same as the teacher contract. The rate shall be determined by years employed by the district rather than step on the salary schedule.

- A. The District will contribute an amount equal to the employee's requested annual contribution up to the maximum amount listed in this Section. The employee's annual contribution will be the maximum statutory amount or be diminished by increments of \$250 per year.
- B. 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. A above.
- C. An employee may elect to contribute to the selected program more than the district match. This Article only defines the limits of the district's participation in the selected program.

- D. 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.
- E. When an employee has an eligible plan in effect, the district's contribution shall be automatic unless the employee requests otherwise.
- F. All provisions of this Article are subject to applicable code provisions of Minnesota Statutes, Internal Revenue Code Section 403(b).
- G. All qualified insurance companies authorized by the Minnesota State Board of Investment will be eligible to receive the employer match.
- H. Contributions cannot be retroactive to the previous calendar year.
- I. The District's maximum lifetime contribution shall be no more than \$33,000.

Article VI Leaves of Absence

Section 1. Sick Leave

Employees covered by this contract shall be eligible for sick leave benefits. Sick leave shall be at the rate of twelve (12) days per year. Accrual will be unlimited as earned. Accrual of sick leave will be earned on a pro-rated basis for each month of employment. A certificate from a physician may be required to substantiate the need for sick leave requests as a condition of employer approval. Up to five days in any one year of earned sick leave may be used for illness or death in the immediate family or others with approval of the employee's supervisor. After five days have been used in one year, full deduction shall be made.

Section 2. Personal Leave

Employees covered by this contract shall be eligible for two days of personal leave per year for personal business and emergencies, a transaction, hearing, or consultation which requires the presence of the staff member during working hours, and which would be impossible to fulfill at any other time. Requests for personal leave must be submitted to the staff member's supervisor in writing two days in advance, except in emergency cases. The reason for the personal leave will be stated unless it is of a very private nature. All requests must have the approval of the employee's supervisor. Personal leave days are cumulative to 5 days and will be deducted from sick leave.

Section 3. Professional Leave

Attendance at meetings, conventions and workshops will be granted without loss of pay provided that the attendance is approved in advance and in writing by the immediate supervisor. Any time spent outside of work hours for such attendance will be considered voluntary and may not be counted as compensatory time. Employees who attend meetings, conventions and workshops either during school hours or on employee time shall be reimbursed for reasonable costs, i.e., mileage, meals, lodging, registration fees, etc., provided these costs are approved in advance by the supervisor.

Section 4. Jury Duty

Employees shall be granted the additional amount to make up full pay if required to serve on jury duty or subpoenaed for any court duty.

Article VII Holidays and Vacations

Section 1. Holidays

Employees shall be granted paid holidays (12 days) as follows:

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

These holidays may be changed to different designated days by the supervisor to adjust to any school calendar change or other work circumstance. Holidays falling on Sunday are usually observed on the following Monday, and those falling on Saturday are usually observed on the preceding Friday.

Section 2. Vacation

Vacation with pay can be earned through pro-rated monthly accrual for days worked. A full year, or twelve months, of work each year would earn vacation days as follows:

1 to 5 years	15 days
6 to 10 years	18 days
11 + years	20 days

Vacation leave will be earned on a pro-rated basis for each month of work during the year. If the employee qualifies for a change in vacation status because of length of service, she/he will receive the additional week following the employee's employment anniversary date. Unused vacation time may accumulate to a maximum of seven (7) days.

Article VIII Medical Insurance Options After Retirement

An employee who retires shall be eligible to continue participation in the District's group medical hospitalization insurance plan. The employee may participate in all 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 such an employee 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 employee's right to continue participation in such group insurance, however, will be discontinued upon the employee reaching eligibility age of FICA/Medicare or ten years which ever comes first, or if the administrator becomes eligible for insurance benefits through re-employment prior to eligibility age of FICA/Medicare. Re-entry of an employee who terminates coverage shall be subject to the approval and terms of the insurance carrier.

Article VIII
Retroactivity, Constitutionality and Severability

Section 1. Retroactivity

The terms and conditions of this contract shall be retroactive to the date the employee began work under the effective dates of the contract term as noted in Article I, Section I in this agreement.

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 revision.

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 mutually agree to a satisfactory replacement for the invalid provision. Failure to reach mutual agreement on replacement language will nullify the provision.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed

Signed by the Employee

**Signed as Representing the
School Board of School District 14**

By _____

By _____

BY _____

Dated _____

Dated _____

**FRIDLEY INDEPENDENT SCHOOL DISTRICT 14
INDIVIDUAL EMPLOYEE AGREEMENT**

The School Board of Independent School District 14 (Fridley, Minnesota) enters into this contract agreement with **Duane Knealing**, who agrees to perform the duties of **Director of Transportation and Director of Buildings and Grounds**.

**Article I
Contract Term, Expiration, and Termination**

Section 1. Duration

This term contract is for the employment term commencing on **July 1, 2009** and ending on **June 30, 2011**. This employment contract will be in effect when the contract is signed by the employee and approved by the School Board. Any previous contract agreement is null and void.

Section 2. Subsequent Contract

- A. The School Board approves the contract term and salary/fringe benefits for all individual director contracts. If the School Board does not take action to renew or extend this contract prior to its expiration date on June 30, 2011, this contract will automatically terminate at the end of the contract term.
- B. If it should be determined NOT TO OFFER a subsequent term contract to the director, the School Board or Superintendent shall notify the director of this intention in writing no later than three (3) months prior to the expiration of this term contract. If this written notice is not given to the director in advance as specified, the Superintendent will ask the School Board to approve up to a three (3) month extension of this contract term, with the first day of the extension to begin on the same day that the written notice of intent not to renew is delivered to the director.
- C. If it should be determined TO OFFER a subsequent term contract, the Superintendent will take timely action to propose that the School Board act to renew this term contract and/or extend another term contract along with approving any revisions in salary/fringe benefit language for the subsequent contract term.

Section 3. Discontinuance of Position

If the director's position is eliminated and the director does not qualify for any existing vacancies, or if the employee voluntarily resigns this position, he shall be assigned to a custodial position for which he is qualified by seniority and training. Seniority as a custodian will be based on total District experience. Total District experience shall count toward the employee's eligibility to receive all benefits extended in Article VI Unused and Accrued Sick Leave Cash Out Option. Other contractual rights as described in this agreement will be forfeited.

Section 4. Termination During the Contract Term

- A. The director's employment may be terminated during the term of this contract agreement if the School Board takes formal action to discontinue the position and the director's employment, and

specifies the effective date of termination. Any employee so terminated under this Article will not be considered as having resigned and will not be eligible for retirement benefits as described in Article VII.

- B. The director's employment may be terminated during the term of this contract agreement for cause by School Board Action. "Cause" is defined as any one of the following:
- 1) Inefficiency;
 - 2) Neglect of duty, or persistent violation of school laws, rules, regulations, or directives;
 - 3) Conduct unbecoming an administrator which materially impairs the administrator's educational effectiveness;
 - 4) Other good and sufficient grounds rendering the administrator unfit to perform the administrator's duties.
- C. If the District proposes to terminate the director during the contract term for cause, the School Board or Superintendent shall notify the director in writing as to the grounds for proposed termination. The director shall be entitled to request in writing that a hearing be held before an arbitrator, provided that the director's hearing request is received by the Superintendent within fifteen (15) calendar days after receipt of the proposed termination notice.
- D. If such written request for a hearing is duly delivered as specified, the parties shall jointly petition the Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall conduct a hearing under normal arbitration procedures and issue a written decision about the proposed contract termination. The decision of the arbitrator shall be final and binding upon both parties, subject to normal judicial review of arbitration decisions as provided in law. The director may be suspended with pay pending the final determination by the arbitrator.
- E. If the director fails to request a hearing as provided herein within the fifteen (15) days, this shall be deemed acquiescence by the director to the School Board's proposed action, and the proposed termination shall become final on the specified effective termination date as approved by the School Board. The director shall have no further claim or recourse subsequent to this School Board action to terminate the contract.
- F. If the director submits a written resignation and requests to be released from employment, and the School Board takes action to approve the resignation, the director and School Board will be considered to have mutually terminated this contract. Neither party shall then have any further claim against the other, and the School District's employment of the employee shall cease.
- G. The director agrees to give the Superintendent at least 1 month notice prior to delivering a resignation for employment at the end of the contract or during the term of the contract.

Article II

Duty Year, Wages and Work Assignment/Evaluation

Section 1. Duty Year

The work year for the employee shall be 52 weeks. In computing the value of a duty day for purposes of this agreement, the total annual compensation shall be divided by 261, less contract holidays and contract vacations.

Section 2. Wages

2009-2010 Wages. The employee shall be paid a basic yearly salary of \$73,831.

2010-2011 Wages. The employee shall be paid a basic yearly salary of \$74,569.

Section 3. Extra Compensation

Extra compensation, based on the achievement of goals approved by the employee's supervisor, is up to \$2000 per year.

Section 3. Work Assignment

The director reports directly to the Director of Educational Services. The director will perform the duties as listed in the job description. In general, the administrator shall plan, coordinate, and direct the District transportation, buildings, and grounds programs. The director shall assist in the management of District health and safety programs, shall coordinate the overall maintenance, budgeting, and improvement of District equipment and facilities, and shall serve as the District representative for facilities and transportation. The director shall coordinate custodial personnel in consultation with building administrators; the director shall assist principals as needed in their supervision and evaluation of custodians. The director will also perform any other duties as assigned by the Director of Educational Services or Superintendent.

Section 4. Work Evaluation

The director's work will be formally reviewed on an annual basis, using a pre-determined evaluation process. The director may participate in suggesting improvements for the evaluation process to the Superintendent for his/her approval. The evaluation process will include a review of the director's performance of current job description tasks as well as yearly improvement goals and results achieved. The Director is responsible to submit the written self-review in a timely manner and to schedule mid-year and final evaluation conferences with the Director of Educational Services. The Director of Educational Services is responsible to complete an annual written evaluation of the director's work for his/her personnel file.

Article III Insurance

Section 1. Health Insurance

- A. Coverage 2009-2011: The district's contribution toward health insurance for 2009-2011 is the same as negotiated for the teacher bargaining group.
- B. 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.

Coverage is for all staff 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.

Section 2. Life Insurance

The District will provide a group term life insurance policy on the life of the director in the amount of \$100,000. The director who qualifies may select to purchase up to \$100,000 of additional insurance at his own expense and paid in advance or by payroll deduction.

Section 3. Dental Insurance

The District shall contribute the full cost of individual coverage for the School District dental plan for the director.

Section 4. Long Term Disability

The District will provide a long term disability plan for the director, providing a benefit of 70% of basic annual salary up to a maximum of 5,000 per month 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 director through payroll deduction. The director must participate in the LTD plan.

Section 5. IRS 125B Plan

The District shall offer a Flexible Benefits 125B Plan at the employee's option and at the employee's expense.

Article IV Sick Leave, Vacation Leave, and Special Leave

Section 1. Sick Leave

- A. Sick leave for the director shall be at the rate of fifteen (15) days per year. Accrual will be unlimited as earned. Yearly accrual will be immediate. A certificate from a physician may be required whenever an absence of three (3) or more consecutive days occurs. Pursuant to M.S. 181.9413 unlimited sick leave may be used for illness for an employee's child who is 18 years of age and under. Up to six (6) days in any one (1) year of earned sick leave may be used for illness or death in the immediate family. Additional days may be granted at the discretion of the Superintendent. This shall include wife, husband, child, foster child, brother, sister, parents, parents-in-law, grandparents, grandchildren, brothers-in-law, or sisters-in-law, and others as approved by the Superintendent. Directors resigning before the end of the school term will have used but unearned sick leave deducted from their final paycheck. In this event, earned sick leave will be computed in proportion to the contractual year, not to exceed fifteen (15) days per year.
- B. A director who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave pursuant to this policy shall submit the workers' compensation check endorsed to the School District prior to receiving payment from the School District for her/his absence.

Section 2. Vacations

- A. The employee shall receive twenty (20) days of vacation annually. After completing five (5) years of public service in the Fridley Schools, the administrator shall receive twenty-three (23) days of vacation annually and after ten (10) years of public service in the Fridley Schools; the administrator shall receive twenty-five (25) days of vacation annually.
- B. Unused vacation time may accumulate to a maximum of forty-five (45) days. As of July 1 of each year, no director shall have accumulated more than forty-five (45) days.
- C. Upon cessation of employment the director shall be paid for up to 45 days of unused vacation. The rate of pay shall be based on the director's daily basic salary rate during the last year of service.
- D. Vacation days, whether taken during the summer or during the school year are subject to the approval of the Director of Finance.

Section 3. Special Leave

Up to two (2) days of special leave may be granted to the employee each year if approved by the Superintendent in advance. Special leave will be considered only for the following purposes: Business that cannot be conducted outside of regular work hours, court cases or similar legal appearances, funerals of friends, approved religious holidays, or emergency hardship situations.

Article V Miscellaneous

Section 1. Holidays

Directors working under a 52 week contract 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

Holidays 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 to an individual HRA account annually. Unreimbursed costs of medical expenses and premiums can be reimbursed through this account.

Section 3. Professional Dues

The School District will pay professional dues (local, state and national) for organizations as are required, directed, or permitted by the Superintendent up to a limit of \$1,000.00 per year.

Section 4. Professional Development

The director shall submit an advance request for professional leave days and reimbursement of conference or meeting expenses to the Superintendent of Schools. Approval of expenses for professional leave will be subject to the financial situation of the School District.

Section 5. Mileage Expenses

A. Mileage expenses incurred on District business will be reimbursed in one of two ways as follows:

1. For all actual expenses approved by the Superintendent, with automobile mileage reimbursed at rates to be paid at IRS standard allowance; or
2. A monthly mileage allowance for business travel. The employee shall receive a cap of \$100 per month.

B. The employee shall be given one of the following payment options:

1. To receive the contracted amount as additional salary in 26 installments; or
2. To be reimbursed for actual mileage in the 7 county metropolitan area, through submission of expense vouchers for expenses up to, but not exceeding, the contract amount option. Vouchers shall contain documentation meeting IRS regulation guidelines.

C. No combination of options is available. The selection of one reimbursement option shall be made prior to July 1 of each year.

Article VI Internal Revenue Code § 403(b)

Section 1. Matching Annuity

The employee 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 the director to be eligible to participate in the matching annuity plan, the following criteria must be met.

- A. Nonprobationary status as an employee in the District must have been attained.
- B. The work schedule must equal or exceed fifty (50) percent or more of a full time. Contributions under this Article for a part time director 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. Directors 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 a director's contribution per the following:

- A. The District will match the employee's contribution up to two percent (2%) of their basic salary with a cap of \$2,000 for any one employee in a calendar year.
- B. The District contribution will begin when the employee initiates an eligible investment program.
- C. 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.
- D. 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.
- E. When an employee has an eligible plan in effect, the district's contribution shall be automatic unless the employee requests otherwise.
- F. 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. The 403(b) plan is reserved to the School District for creation and modification at its sole discretion.
- G. All qualified insurance companies authorized by the Minnesota State Board of Investment will be eligible to receive the employer match.
- H. Contributions cannot be retroactive to the previous calendar year.
- I. The District's maximum lifetime contribution shall be no more than \$60,000.

Section 4. Phase-Out of Unused and Accrued Sick Leave Cash-Out Option

Employees hired prior to July 1, 2000 qualify for both the provisions of the 403(b) matching annuity plan and the option to cash out accrued sick leave under the circumstances as described below in section 5. At the time of retirement, the accumulated District matching contributions for the employee who resigns will be subtracted from the lump sum payable in cash for the unused and accrued sick leave for the employee.

Section 5. Unused and Accrued Sick Leave

After a written resignation is accepted by the School District for a director who has; ten (10) years or more of service in the Fridley Public Schools, and was employed by the School District prior to July 1, 2000, the director shall be eligible for a lump sum payable to a 403 (b) account for unused and accrued sick leave pay.

- A. Time spent on unpaid leave of absence will not count toward a lump sum payable for unused and accrued sick leave pay.

- B. The amount of lump sum payable for unused and accrued sick leave pay shall be based on the director's daily basic salary rate during the last year of service and shall not include any additional compensation for extra-curricular activities, extended employment or other extra compensation.
- C. Eligible directors shall receive payment up to a total of 260 days of unused accrued sick leave. The amount of the lump sum payable for unused and accrued sick leave pay shall not exceed the previous year's salary.
- D. A lump sum payable for unused and accrued sick leave pay shall not be granted to any director who is proposed for or discharged for cause by the School District.
- E. The director will receive 50% of the payment in the year in which he resigns and 50% of the payment one year after he resigns.
- F. If the director dies before all or a portion of the payments have been disbursed, that balance due shall be paid to a named beneficiary or, lacking same, to the deceased's estate.
- G. To qualify for lump sum payable for unused and accrued sick leave benefits, notification of severance of employment must be given no sooner than 180 calendar days and not later than 30 calendar days prior to severance, or less at the discretion of the Superintendent.
- H. If the School District should receive any reimbursements for the lump sum payable for unused and accrued sick leave plan, all such reimbursements shall be property of the School District.

Article VII

Medical Insurance Options After Retirement

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

- A. A director who retires pursuant to this Article shall be eligible to continue participation in the District's group medical hospitalization insurance plan. The District will continue to pay the cost of single coverage for such insurance. The premium paid by the District after the employee retires will be capped at \$6,480 per year; any additional premium cost will be borne by the retiree. Alternatively, the director may choose at the time of retirement to have the payment contributed to an HRA plan in lieu of medical insurance. The director 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 such a director to make arrangements with the school business office to pay to the School District the remainder of the monthly premium amounts in advance and on such dates as determined by the School District. The director's right to continue participation in such group insurance or to receive the HRA contribution, however, will be discontinued upon the director reaching eligibility age of FICA/Medicare or ten years which ever comes first, or if the director becomes eligible for insurance benefits through re-employment prior to eligibility age of FICA/Medicare.
- B. In the event that the retired director dies prior to the age of Medicare, it shall be the option of the director'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.

- C. The director 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 a director 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 VIII Retroactivity, Constitutionality and Severability

Section 1. Retroactivity

The terms and conditions of this contract shall be retroactive to the date the director began work under the effective dates of the contract term as noted in Article I, Section I in this agreement.

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 revision.

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 mutually agree to a satisfactory replacement for the invalid provision. Failure to reach mutual agreement on replacement language will nullify the provision.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed

EMPLOYEE

Signed By _____

Dated _____

REPRESENTATIVES FOR INDEPENDENT SCHOOL DISTRICT 14

Signed By _____
Superintendent of Schools

Signed By _____
School Board Chair

Dated _____

**FRIDLEY INDEPENDENT SCHOOL DISTRICT 14
INDIVIDUAL EMPLOYEE AGREEMENT**

The School Board of Independent School District 14 (Fridley, Minnesota) enters into this contract agreement with **Cathy Lombard**, who agrees to perform the duties of **Director of Special Services**.

**Article I
Contract Term, Expiration, and Termination**

Section 1. Duration

- A. This agreement shall remain in full force and effect for a period commencing on **July 1, 2009** and ending on **June 30, 2011**, and thereafter until modifications are made and approved in writing by the employee and the School Board. Any previous contract agreement is hereby considered null and void.
- B. As a condition of employment, the employee is required to possess state licensure as a Director of Special Education. Under Minn. Stat.122A.40 the employee retains the same qualifications, requirements, and rights as applied to probationary and tenured teachers with continuing contract rights.

Section 2. Subsequent Contract

- A. The School Board approves the contract term and salary/fringe benefits for all individual administrator contracts. If the School Board does not take action to renew or extend this contract prior to its expiration date on June 30, 2011, this contract will automatically terminate at the end of the contract term.
- B. If it should be determined NOT TO OFFER a subsequent term contract to the director, the School Board or Superintendent shall notify the director of this intention in writing no later than three (3) months prior to the expiration of this term contract. If this written notice is not given to the director in advance as specified, the Superintendent will ask the School Board to approve up to a three (3) month extension of this contract term, with the first day of the extension to begin on the same day that the written notice of intent not to renew is delivered to the director.
- C. If it should be determined TO OFFER a subsequent term contract, the Superintendent will take timely action to propose that the School Board act to renew this term contract and/or extend another term contract along with approving any revisions in salary/fringe benefit language for the subsequent contract term.

Section 3. Expiration

At the conclusion of this contract term, neither party shall have any further claim against the other, and the School District's employment of the Director of Special Services shall cease, unless a subsequent contract agreement is approved by the School Board and signed by both parties.

Section 4. Termination During the Contract Term

- A. The director's employment may be terminated during the term of this contract agreement if the School Board takes formal action to discontinue the position and the director's employment, and specifies the effective date of termination. Any employee so terminated under this Article will not be considered as having resigned and will not be eligible for retirement benefits as described in Article VII.

- B. The director's employment may be terminated during the term of this contract agreement for cause by School Board Action. "Cause" is defined as any one of the following:
- 1) Inefficiency;
 - 2) Neglect of duty, or persistent violation of school laws, rules, regulations, or directives;
 - 3) Conduct unbecoming an administrator which materially impairs the administrator's educational effectiveness;
 - 4) Other good and sufficient grounds rendering the administrator unfit to perform the administrator's duties.
- C. If the District proposes to terminate the director during the contract term for cause, the School Board or Superintendent shall notify the director in writing as to the grounds for proposed termination. The director shall be entitled to request in writing that a hearing be held before an arbitrator, provided that the director's hearing request is received by the Superintendent within fifteen (15) calendar days after receipt of the proposed termination notice.
- D. If such written request for a hearing is duly delivered as specified, the parties shall jointly petition the Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall conduct a hearing under normal arbitration procedures and issue a written decision about the proposed contract termination. The decision of the arbitrator shall be final and binding upon both parties, subject to normal judicial review of arbitration decisions as provided in law. The director may be suspended with pay pending the final determination by the arbitrator.
- E. If the director fails to request a hearing as provided herein within the fifteen (15) days, this shall be deemed acquiescence by the director to the School Board's proposed action, and the proposed termination shall become final on the specified effective termination date as approved by the School Board. The director shall have no further claim or recourse subsequent to this School Board action to terminate the contract.
- F. If the director submits a written resignation and request to be released from the contract during the term, and the School Board takes action to approve the resignation, the director and School Board will be considered to have mutually terminated this contract.
- G. If the employee decides to resign this position, the employee agrees to give the Superintendent at least one month notice prior to delivering a resignation for employment at the end of the contract or during the term of the contract.

Article II

Duty Year, Wages and Work Assignment/Evaluation

Section 1. Duty Year

The work year for the employee shall be 52 weeks. In computing the value of a duty day for purposes of this agreement, the total annual compensation shall be divided by 260, less contract holidays and contract vacations.

Section 2. Wages

2009-2010 Wages. The employee shall be paid a basic yearly salary of \$96,960.

2010-2011 Wages. The employee shall be paid a basic yearly salary of \$97,930.

Section 3. Extra Compensation:

The administrator can earn up to \$3,000 for attaining building and personal growth goals. The goals will be focused on improving student achievement and will be mutually developed by the administrator and the Director of Educational Services.

Section 3. Work Assignment

The Director of Special Services reports to the Director of Educational Services. The director will perform the duties as listed in the job description. In general, the Director of Special Services is responsible to lead and manage special education programs across all schools in consultation with building principals. The director also manages special services programs including but not limited to Section 504, English Language Learners, non-public health, guidance, and testing as well as any other duties as assigned by the Director of Educational Services.

Section 4. Work Evaluation

The director's work will be formally reviewed on an annual basis, using a pre-determined evaluation process. The director may participate in suggesting improvements for the evaluation process to the Superintendent for his/her approval. The evaluation process will include a review of the director's performance of current job description tasks as well as yearly improvement goals and results achieved. The director is responsible to submit the written self-review in a timely manner and to schedule mid-year and final evaluation conferences with the Superintendent. The Superintendent is responsible to complete an annual written evaluation of the director's work for his/her personnel file.

Article III Insurance

Section 1. Health Insurance

Coverage 2009-2011: The district's contribution toward health insurance for 2007-2009 shall be the same as negotiated for the teachers.

Coverage is for all administrators 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.

- A. 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.

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 \$100,000. Administrators who qualify may purchase up to \$100,000 additional insurance.

Section 3. Dental Insurance

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

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

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. The employee must participate in the LTD plan.

Section 5. IRS 125B Plan

The District shall offer a Flexible Benefits 125B Plan at the employee's option and at the employee's expense.

Article IV Sick Leave, Vacation Leave, and Special Leave

Section 1. Sick Leave

- A. Sick leave for administrators shall be at the rate of fifteen (15) days per year. Accrual will be unlimited as earned. Yearly accrual will be immediate. A certificate from a physician may be required whenever an absence of three (3) or more consecutive days occurs. Pursuant to M.S. 181.9413 unlimited sick leave may be used for illness for an employee's child who is 18 years of age and under. Up to six (6) days in any one (1) year of earned sick leave may be used for illness or death in the immediate family. Additional days may be granted at the discretion of the Superintendent. This shall include wife, husband, child, foster child, brother, sister, parents, parents-in-law, grandparents, grandchildren, brothers-in-law, or sisters-in-law, and others as approved by the Superintendent. Administrators resigning before the end of the school term will have used but unearned sick leave deducted from their final paycheck. In this event, earned sick leave will be computed in proportion to the contractual year, not to exceed fifteen (15) days per year.
- B. An administrator who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave pursuant to this policy shall submit the workers' compensation check endorsed to the School District prior to receiving payment from the School District for her/his absence.

Section 2. Vacations

- A. The director shall receive twenty-three (23) days annually. After completing six (6) years of public service in the Fridley Schools, the director shall receive twenty-five (25) days of vacation annually.
- B. Unused vacation time may accumulate to a maximum of forty-five (45) days. As of July 1 of each year, no administrator shall have accumulated more than forty-five (45) days.
- C. Upon cessation of employment the administrator shall be paid for up to 45 days of unused vacation. The rate of pay shall be based on the administrator's daily basic salary rate during the last year of service.
- D. Vacation days, whether taken during the summer or during the school year are subject to the approval of the Director of Educational Services.

Section 3. Special Leave

Up to two (2) days of special leave may be granted to the employee each year if approved by the Superintendent in advance. Special leave will be considered only for the following purposes:

Business that cannot be conducted outside of regular work hours, court cases or similar legal appearances, funerals of friends, approved religious holidays, or emergency hardship situations.

Article V Miscellaneous

Section 1. Holidays

Administrators working under a 52 week contract 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 establish an individual HRA Account for the administrator and contribute \$1,500 per year to the account. Unreimbursed costs of medical expenses and premiums can be reimbursed through this account.

Section 3. Professional Dues

The School District will pay professional dues (local, state and national) for organizations as are required, directed, or permitted by the Superintendent up to a limit of \$1,000.00 per year.

Section 4. Professional Development

The director shall submit an advance request for professional leave days and reimbursement of conference or meeting expenses to the Director of Educational Services. Approval of expenses for professional leave will be subject to the financial situation of the School District.

Section 5. Mileage Expenses

A. Mileage expenses incurred on District business will be reimbursed in one of two ways as follows:

1. For all actual expenses approved by the Superintendent, with automobile mileage reimbursed at rates to be paid at IRS standard allowance; or
2. A monthly mileage allowance for business travel. The employee shall receive \$100 per month of employment for mileage in the seven county metropolitan area.

B. The employee shall be given one of the following payment options:

1. To receive the contracted amount as additional salary in 26 installments; or
 2. To be reimbursed for actual mileage in the 7 county metropolitan area, through submission of expense vouchers for expenses up to, but not exceeding, the contract amount option. Vouchers shall contain documentation meeting IRS regulation guidelines.
- C. No combination of options is available. The selection of one reimbursement option shall be made prior to July 1 of each year on a form to be provided by the Director of Finance.

Article VI

Internal Revenue Code § 403(b)

Section 1. Matching Annuity

The 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 the administrator to be eligible to participate in the matching annuity plan, the following criteria must be met.

- A. Nonprobationary status as an administrator in the District must have been attained.
- B. The administrator's work schedule must equal or exceed fifty (50) percent or more of a full time administrative position. 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 ratio 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:

- A. The District will match the administrator's contribution level up to two percent (2%) of the administrator's basic salary with a District annual contribution cap of \$2,000 for any one employee.
- B. The District contribution will begin when the employee initiates an eligible investment program by submitting a signed request to payroll for salary reduction amounts that specifies the employee's designated schedule of contributions.
- C. An employee may elect to contribute more dollars to the selected program than the amount of the district match as specified above. This Article only defines the limits of the district's participation in the selected program.
- D. In any year, the unused portion (if any is remaining) of the district annual match cap cannot be accumulated or reserved for use in another year. If the specified annual district match is not fully utilized up to the cap, the remaining portion will not be available for use in another year.

- E. Once an employee has an eligible plan in effect and approved by the employee in writing, the District's matching contribution shall be automatic unless the employee requests otherwise in writing.
- F. All provisions of this Article are subject to applicable code provisions of Minnesota Statutes or Internal Revenue Code Section 403(b). The 403(b) plan is reserved to the School District for creation and modification at its sole discretion.
- G. All qualified insurance companies authorized by the Minnesota State Board of Investment will be eligible to be selected by the employee to receive the employer match on behalf of the administrator.
- H. Contributions cannot be retroactive to the previous calendar year.
- I. The District's maximum lifetime contribution shall not exceed \$60,000 for any individual employee.

Article VII

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.

- A. 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.
- B. 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. The premium paid by the District after the employee retires will be capped at \$6,480 per year; any additional premium cost will be borne by the retiree.
- C. 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.
- D. 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 VIII
Retroactivity, Constitutionality and Severability

Section 1. Retroactivity

The terms and conditions of this contract shall be retroactive to the date the director began work under the effective dates of the contract term as noted in Article I, Section I in this agreement.

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 revision.

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 mutually agree to a satisfactory replacement for the invalid provision. Failure to reach mutual agreement on replacement language will nullify the provision.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed

EMPLOYEE

Signed By _____

Dated _____

REPRESENTATIVES FOR INDEPENDENT SCHOOL DISTRICT 14

Signed By _____
Superintendent of Schools

Signed By _____
School Board Chair

Dated _____

**2009-2011 FRIDLEY INDEPENDENT SCHOOL DISTRICT 14
EMPLOYEE NOTICE OF ASSIGNMENT**

The School Board of Independent School District 14, Fridley, Minnesota, (School District) issues this Notice of Assignment for Carol Pehan, who agrees to perform the duties of Payroll Technician.

**Article I
Contract Term, Expiration, and Termination**

Section 1. Duration

This term contract is for the employment term commencing on **July 1, 2009** and ending on **June 30, 2011**. This employment contract will be in effect when the contract is signed by the employee and approved by the School Board. Any previous contract agreement is null and void.

Section 2. Subsequent Contract

- A. The School Board approves the contract term and salary/fringe benefits for all individual contracts. If the School Board does not take action to renew or extend this contract prior to its expiration date on June 30, 2011, this contract will automatically terminate at the end of the contract term.
- B. If it should be determined NOT TO OFFER a subsequent term contract to the employee, the School Board or Superintendent shall notify the employee of this intention in writing no later than three (3) months prior to the expiration of this term contract. If this written notice is not given to the employee in advance as specified, the Superintendent will ask the School Board to approve up to a three (3) month extension of this contract term, with the first day of the extension to begin on the same day that the written notice of intent not to renew is delivered to the Director.
- C. If it should be determined TO OFFER a subsequent term contract, the Superintendent will take timely action to propose that the School Board act to renew this term contract and/or extend another term contract along with approving any revisions in salary/fringe benefit language for the subsequent contract term.

Section 3. Expiration

At the conclusion of this contract term, neither party shall have any further claim against the other, and the School District's employment of the Payroll Technician shall cease, unless a subsequent contract agreement is approved by the School Board and signed by both parties.

Section 4. Termination During the Contract Term

- A. The Payroll Technician's employment may be terminated during the term of this contract agreement if the School Board takes formal action to discontinue the position and the Payroll Technician's employment, and specifies the effective date of termination.
- B. The Payroll Technician's employment may be terminated during the term of this contract agreement for cause by School Board Action. "Cause" is defined as any one of the following:
 - 1) Inefficiency;
 - 2) Neglect of duty, or persistent violation of school laws, rules, regulations, or directives;
 - 3) Conduct unbecoming an employee which materially impairs the employee's educational effectiveness;
 - 4) Other good and sufficient grounds rendering the employee unfit to perform the employee's duties.
- C. If the District proposes to terminate the employee during the contract term for cause, the School Board or Superintendent shall notify the employee in writing as to the grounds for proposed termination. The employee shall be entitled to request in writing that a hearing be held before an arbitrator, provided that the employee's hearing request is received by the Superintendent within fifteen (15) calendar days after receipt of the proposed termination notice.
- D. If such written request for a hearing is duly delivered as specified, the parties shall jointly petition the Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall conduct a hearing under normal arbitration procedures and issue a written decision about the proposed contract termination. The decision of the arbitrator shall be final and binding upon both parties, subject to normal judicial review of arbitration decisions as provided in law. The employee may be suspended with pay pending the final determination by the arbitrator.
- E. If the employee fails to request a hearing as provided herein within the fifteen (15) days, this shall be deemed acquiescence by the employee to the School Board's proposed action, and the proposed termination shall become final on the specified effective termination date as approved by the School Board. The employee shall have no further claim or recourse subsequent to this School Board action to terminate the contract.
- F. If the employee submits a written resignation and request to be released from the contract during the term, and the School Board takes action to approve the resignation, the employee and School Board will be considered to have mutually terminated this contract.
- G. The employee agrees to give the Superintendent at least 1 month notice prior to delivering a resignation for employment at the end of the contract or during the term of the contract.

Article II

Duty Year, Hours, and Duties

Section 1. Duty Year

The employee's duty year shall be for 52 weeks as provided herein and the employee shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines

Section 2. Hours of Work

The regular hours of work for the employee, exclusive of lunch, shall be eight hours per day or as prescribed by the School District. On occasion, if need be, the employee shall work the necessary time in order to meet the needs of the job, including specific deadlines.

Section 3. Job Duties

The Payroll Technician reports to the Director of Finance. The employee will perform the duties as listed in the job description. In general, the Payroll Technician monitors benefits and prepares and issues payroll checks, state and federal payroll tax payments, and state and federal payroll reports. The employee will also perform any other duties as assigned by the Director of Finance.

Article III

Wages and Other Compensation

Section 1. Wages

2009-2010 Salary. The employee shall receive an annual salary of \$50,923.74.
2010-2011 Salary. The employee shall receive an annual salary of \$51,432.98.

Section 2. Paychecks

Employees will be paid on a bi-weekly basis. For all employees, each paycheck will represent the actual hours worked in the pay period for which the check is issued.

Section 3. Mileage

District mileage will be paid as allowed by the IRS.

Article IV Insurance

Section 1. Health Insurance

2009-2011: The district's contribution toward health insurance for 2009-2011 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 staff 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.

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.

Section 2. Life Insurance

The School District shall pay the total premium for a \$75,000.00 group term policy effective July 1, 2010. Employees may purchase an additional amount at employee expense and pursuant to the master insurance policy.

Section 3. Dental Insurance

The School Board shall contribute the full cost of individual coverage for the employee who is enrolled in the District dental health plan.

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

Section 4. Long Term Disability

The District will provide a long term disability plan for all staff employed by the District providing a benefit of 70% of basic annual salary up to a maximum of \$3,600.00 per month 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 employee through payroll deduction. The employee must participate in the LTD plan.

Section 5. IRS 125B Plan

The District shall offer a Flexible Benefits 125B Plan at the employee's option and at the employee's expense. This plan allows the employee to purchase benefits with pre-tax dollars as allowed under the Internal Revenue Service.

Article VI Leaves of Absence

Section 1. Sick Leave

Employees covered by this contract shall be eligible for sick leave benefits. Sick leave shall be at the rate of twelve (12) days per year. Accrual will be unlimited as earned. Yearly accrual will be immediate. A certificate from a physician may be required to substantiate the need for this leave. Up to five days in any one year of earned sick leave may be used for illness or death in the immediate family or others with approval of the employee's supervisor. After five days have been used in one year, full deduction shall be made.

Section 2. Personal Leave

Employees covered by this contract shall be eligible for two days of personal leave per year for personal business and emergencies, a transaction, hearing, or consultation which requires the presence of the staff member during working hours, and which would be impossible to fulfill at any other time. Personal leave will not be approved for absence resulting from weather conditions and its affect on transportation. Requests for personal leave must be submitted to the staff member's supervisor in writing two days in advance, except in emergency cases. The reason for the personal leave will be stated unless it is of a very private nature. All requests must have the approval of the employee's supervisor. Personal leave days are cumulative to 4 days and will be deducted from sick leave.

Section 3. Professional Leave

Attendance at meetings, conventions and workshops will be granted without loss of pay provided that the attendance is approved in advance by the immediate supervisor. Time spent outside of hours for such attendance, which is voluntary, may not be counted as compensatory time. Employees who attend meetings, conventions and workshops either during school hours or on employee time shall be reimbursed for reasonable costs, i.e., mileage, meals, lodging, registration fees, etc., as determined in advance by the supervisor.

Section 4. Jury Duty

Employees shall be granted the additional amount to make up full pay if required to serve on jury duty or subpoenaed for any court duty.

Article VII Holidays and Vacations

Section 1. Holidays

Employees shall be granted paid holidays (12 days) as follows:

Labor Day	New Years Day
Thanksgiving Day	MLK Jr. Day
Friday following Thanksgiving	Presidents' Day
Christmas Eve	Good Friday
Christmas Day	Memorial Day
New Years Eve	Fourth of July

Holidays falling on Sunday shall be observed on the following Monday, and those falling on Saturday, the preceding Friday.

Section 2. Vacation

Annual vacation with pay shall be earned on the following basis:

1-6 years	10 days
7-13 years	15 days
14-17 years	20 days
18+ years	25 days

When the employee qualifies for change in vacation status because of length of service, she/he will receive the additional week following the employee's employment anniversary date.

Any employee who leaves the employ of the School District during the calendar year for any reason other than a voluntary quit without the giving of two weeks written notice, shall receive vacation pay due immediately upon separation.

Unused vacation time may accumulate to a maximum of five (5) days. As of September 1 of each year, no clerical employee may have accumulated more than five (5) days. Additional accumulation may be approved by the employee's supervisor

Article VIII

Section 1. Phase Out of Unused and Accrued Sick Leave Cash Out Option

If there are any previous 403b matching contributions made to the employee by the district prior to July 2006, they will be subtracted from the employee's earned early retirement severance benefit.

Section 2. Unused and Accrued Sick Leave

After a written resignation is accepted by the School District for a employee who has; (15) years of service in the Fridley Public Schools, is at least 55 years of age, and was employed by the School District prior to July 1, 1990, the employee shall be eligible for severance.

- A. Time spent on unpaid leave of absence will not count toward severance pay.
- B. The amount of severance pay shall be based on the employee's daily basic salary rate during the last year of service and shall not include any additional compensation for extra-curricular activities, extended employment or other extra compensation
- C. Eligible employees shall receive payment up to a total of 110 days of unused accrued sick leave.
- D. Severance pay shall not be granted to any employee who is proposed for or discharged for cause by the School District.
- E. Employees will receive the first payment in the year in which they resign and the second payment in January of the next calendar year.
- F. If an employee dies before all or a portion of the payments have been disbursed, that balance due shall be paid to a named beneficiary or, lacking same, to the deceased's estate.

Article IX Medical Insurance Options After Retirement

- A. An employee 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.
- B. An employee who retires pursuant to this Article shall be eligible to continue participation in the District's group medical hospitalization insurance plan. The District will continue to pay the cost of single coverage for such insurance. The premium paid by the District after the employee retires will be capped at \$5,400 per year; any additional premium cost will be borne by the retiree. Alternatively, the employee may choose at the time of retirement to have the payment contributed to a VEBA account in lieu of medical insurance. The employee 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 such an employee to make arrangements with the school business office to pay to the School District the remainder of the monthly premium amounts in advance and on such dates as determined by the School District. The employee's right to continue participation in such group insurance or to receive the VEBA contribution, however, will be discontinued upon the employee reaching eligibility age of FICA/Medicare or ten years which ever comes first, or if the employee becomes eligible for insurance benefits through re-employment prior to eligibility age of FICA/Medicare. Re-entry of an employee who terminates coverage shall be subject to the approval and terms of the insurance carrier.

Article X
Retroactivity, Constitutionality and Severability

Section 1. Retroactivity

The terms and conditions of this contract shall be retroactive to the date the employee began work under the effective dates of the contract term as noted in Article I, Section I in this agreement.

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 revision.

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 mutually agree to a satisfactory replacement for the invalid provision. Failure to reach mutual agreement on replacement language will nullify the provision.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed in behalf of the parties this __ day of _____, 20__.

SIGNED BY THE EMPLOYEE

**SIGNED AS REPRESENTING THE
SCHOOL BOARD OF SCHOOL DISTRICT 14**

By_____

By_____

By_____

Dated_____

Dated_____

Memorandum of Understanding
Between
Fridley Independent School District #14
And
Jennifer Jody Petersen

This Memo of Understanding is in regards to Jennifer Jody Petersen's vacation days. The Fridley Education Association Master Agreement July 1, 2009 through June 30, 2011 states that vacation for part time ECFE teachers is calculated based on the number of days worked (.0384 - (0.000374 x number of days under 260)).

Because this agreement would reduce the number of vacation days that Jennifer Jody Petersen currently receives, this Memo of Understanding is an agreement that Jennifer Jody Petersen shall receive no less than five (5) days of vacation as long as she is working as an Early Childhood Family Education teacher for no less than 7 hours per day per year beginning in the 2009-10 school year. If her days or hours are reduced, the 5 vacation days will be pro-rated.

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

Dated: _____

Jennifer Jody Petersen

Dated: _____

Representative, Fridley Education Association

Dated: _____

School Board Chair
Fridley Independent School District #14

Dated: _____

School Board Clerk
Fridley Independent School District #14

**FRIDLEY SCHOOL DISTRICT
2009-10 GRADE LEVEL BY ENROLLMENT**

SCHOOL/ GRADE	First Friday	OCT 1 2009	NOV 1 2009	DEC 1 2009	JAN 1 2010	FEB 1 2010	MAR 1 2010	APR 1 2010	MAY 1 2010	JUN 1 2010	JUN 10 2010	* Adopted ADM 09/10	* Revised ADM 09/10	Projected / Mar 1 + or -	AVERAGE
HAYES - Reg Ed K	117	110	113	113	114	114	113								113
HK		5	5	4	2	4	4								4
K-AM		0	0	0	0	0	0								0
TOTAL HAYES K	117	115	118	117	116	118	117	0	0	0	0	100	100	17	117
1	94	91	89	88	87	85	86					94	94	-8	88
2	109	107	107	108	108	106	107					111	111	-4	107
3	98	98	98	95	95	95	94					101	101	-7	96
4	81	80	79	79	78	79	78					76	76	2	79
TOTAL HAYES K-4	499	491	491	487	484	483	482	0	0	0	0	482	482	0	486
RLS - Reg Ed K	131	117	115	115	115	113	116								115
HK		8	9	9	9	8	11								9
K-AM		1	1	1	1	1	1								1
TOTAL RLS K	131	126	125	125	125	122	128	0	0	0	0	105	105	23	125
1	107	105	105	103	102	106	106					112	112	-6	105
2	101	98	98	102	99	101	100					106	106	-6	100
3	99	97	97	97	95	98	99					99	99	0	97
4	91	87	88	88	86	89	88					88	88	0	88
TOTAL RLS K-4	529	513	513	515	507	516	521	0	0	0	0	510	510	11	514
TOT K	248	241	243	242	241	240	245	0	0	0	0	205	205	40	242
TOT 1	201	196	194	191	189	191	192	0	0	0	0	206	206	-14	192
TOT 2	210	205	205	210	207	207	207	0	0	0	0	217	217	-10	207
TOT 3	197	195	195	192	190	193	193	0	0	0	0	200	200	-7	193
TOT 4	172	167	167	167	164	168	166	0	0	0	0	164	164	2	167
TOTAL K-4	1028	1004	1004	1002	991	999	1003	0	0	0	0	992	992	11	1001
5	194	195	195	193	193	194	193					193	193	0	194
6	186	189	187	187	187	188	193					191	191	2	189
7	213	215	208	208	204	204	203					190	190	13	207
8	220	220	209	206	198	201	203					212	212	-9	206
TOTAL 5-8	813	819	799	794	782	787	792	0	0	0	0	786	786	6	796
9	222	222	219	215	215	215	212					205	205	7	216
10	257	255	246	242	240	240	238					245	245	-7	244
11	230	229	231	230	224	224	224					232	232	-8	227
12	233	229	232	224	212	209	206					213	213	-7	219
TOTAL 9-12	942	935	928	911	891	888	880	0	0	0	0	895	895	-15	906
TOTAL K-12	2783	2758	2731	2707	2664	2674	2675	0	0	0	0	2673	2673	2	2702
MS ALC - Gr 7		6	4	4	7	7	7					15	8	15	6
MS ALC - Gr 8		18	10	10	17	16	16								15
HS ALC - Gr 9		3	4	6	4	5	7								5
HS ALC - Gr 10		7	6	16	15	16	22					100	70	74	14
HS ALC - Gr 11		31	35	50	52	52	56								46
HS ALC - Gr 12		47	51	53	48	54	59								52
TOT ALC	0	112	110	139	143	150	167	0	0	0	0	115	78	89	137
TRANS		14	14	13	13	13	13					0	15	-2	13
ECSE (Pre-School)												20	18		
Tuition												0	20		
Targeted Services												0	4		
GRAND TOTAL	2783	2884	2855	2859	2820	2837	2855	0	0	0	0	2808	2808	47	2852

ADM														
		NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUN 10	Projections	Projections	Projections +/-	AVERAGE
K		243	242	241	240	245	0	0	0	0	205	205	40	242
1-3		594	593	586	591	592	0	0	0	0	623	623	-31	591
4-6		549	547	544	550	552	0	0	0	0	548	548	4	548
7-12		1345	1325	1293	1293	1286	0	0	0	0	1297	1297	-11	1308
TOTAL		2731	2707	2664	2674	2675	0	0	0	0	2673	2673	2	2690

PER PUPIL UNIT/WADM														
		NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUN 10	Projections	Projections	Projections +/-	AVERAGE
K		135.35	134.79	134.24	133.68	136.47	0.00	0.00	0.00	0.00	114.19	114.19	22.28	135
1-3 PPU		662.31	661.20	653.39	658.97	660.08	0.00	0.00	0.00	0.00	694.65	694.65	-34.56	659
4-6 PPU		581.94	579.82	576.64	583.00	585.12	0.00	0.00	0.00	0.00	580.88	580.88	4.24	581
7-12 PPU		1748.50	1722.50	1680.90	1680.90	1671.80	0.00	0.00	0.00	0.00	1686.10	1686.10	-14.30	1701
TOTAL		3128.10	3098.31	3045.17	3056.55	3053.47	0.00	0.00	0.00	0.00	3075.81	3075.81	-22.345	3076
+/-														

ADM/WADM pulled from MARSS Local Reports												
		10/14/2009	11/18/2009	12/16/2009	2/11/2010 (interim submission)							AVERAGE
EC - 1.250		13.60	14.36	14.06	14.94							14.24
HK - 1.000		1.88	1.88	1.50	0.09							1.34
KG - 0.612		228.73	228.00	230.27	229.96							229.24
1-3 - 1.115		595.24	597.39	593.75	591.88							594.57
4-6 - 1.060		548.37	547.41	545.32	546.97							547.02
7-8 - 1.300		420.50	410.12	405.67	404.98							410.32
9-12 - 1.300		925.20	912.71	902.98	894.46							908.84
TOTAL ADM		2733.52	2711.87	2693.55	2683.28	0.00	0.00	0.00	0.00	0.00	0.00	2705.56
TOTAL WADM		3153.24	3125.39	3101.32	3088.51							3117.12

LEP pulled from MARSS Statewide Reports												
		10/14/2009	11/18/2009	12/29/2009	NOT AVAILABLE UNTIL AFTER APRIL SUBMISSION						AVERAGE	
Not Served		15	3	3								7.00
Served		367	388	393								382.67
Eligible for Funding		279	291	296								288.67
Not Eligible for Funding		88	97	97								94.00

FRIDLEY INDEPENDENT SCHOOL DISTRICT 14
SCHOOL ENROLLMENT REPORT
 March 1, 2010

	Hayes Elementary				Stevenson Elementary				Middle School	High School	Combined Totals				Res Out **	Non Res In ***	Tuition Out ****	Tuition In *****		
	Total	No. Sect.	Avg. Class	DI*	Total	No. Sect.	Avg. Class	DI*	Total	DI*	Total	DI*	Total	No. Sect.	Avg. Class	DI*				
All Day K	113	5	23.4	3	116	5	25.6	-1					229	10	22.9	2	10	56		
K-AM	0			0	1			0					1			0				
HK	4			-1	11			3					15			2		6		
1	86	4	21.5	-5	106	5	21.2	1					192	9	21.3	-4	5	31	3	
2	107	4	26.8	0	100	4	25.0	2					207	8	25.9	2	9	49	2	
3	94	4	23.5	-4	99	4	24.8	2					193	8	24.1	-2	25	44	1	
4	78	3	26.0	-2	88	3	29.3	1					166	6	27.7	-1	24	41	2	
	482	20	24.1	-9	521	21	24.8	8					1003	41	24.5	-1	73	227	8	0
									Middle School											
5									193	-2			193			-2	15	44		
6									193	4			193			4	17	55		
7									203	-12			203			-12	12	60	2	
8									203	-17			203			-17	16	58		
5-8 (School 652 - ALC Full time Equivalent - FTE)									23	-1			23			-1		10		
									M.S. Total	815	-28		815			-28	60	227	2	0
													High School							
12+ (School 551 - Sp Ed Transition Class)									13	-1			13			-1		4		
9-12 (School 552 - ALC Full time Equivalent -FTE)									144	56			144			56		56		
9									212	-10			212			-10	14	74	4	1
10									238	-17			238			-17	22	93	1	
11									224	-5			224			-5	16	74	3	
12									206	-23			206			-23	19	64	4	1
									H.S. Total	1037	0		1037			0	71	365	12	2
									District Total				2855			-29 *	204	819	22	2

* DI = Difference as compared to October 1, 2009 enrollment report of 2884 students
 ** RESIDENT STUDENTS ATTENDING ELSEWHERE - UNIFORM FUNDING METHOD (INCLUDING OPEN ENROLLMENT)
 *** NONRESIDENT STUDENTS ATTENDING DISTRICT - UNIFORM FUNDING METHOD (INCLUDING OPEN ENROLLMENT)
 **** RESIDENT STUDENTS ATTENDING ELSEWHERE - TUITION AGREEMENT ONLY
 ***** NONRESIDENT STUDENTS ATTENDING DISTRICT - TUITION AGREEMENT ONLY

Preferred Ranges
K - Range 20-24
Grades 1-2 Range 21-25
Grades 3-4 Range 24-28
Grades 5-8 Range 30-34
Grades 9-12 Range 31-35

March 1, 2010 ENROLLMENT: IN AND OUT *					
	Resident District	Students In	Students Out	Net Gain/Loss	Ratio
1	Minneapolis	70	21	49	3.3
11	Anoka-Hennepin	175	16	159	10.9
12	Centennial	5	6	-1	0.8
13	Columbia Heights	272	54	218	5.0
15	St. Francis	2	0	2	
16	Spring Lake Park	116	32	84	3.6
110	Waconia	1	0	1	
112	Chaska	0	1	-1	
194	Lakeville	1	0	1	
199	Inver Grove Heights	1	0	1	
271	Bloomington	1	1	0	1.0
279	Osseo	92	10	82	9.2
280	Richfield	1	0	1	
281	Robbinsdale	6	0	6	
282	St. Anthony	2	5	-3	0.4
286	Brooklyn Center	38	4	34	9.5
294	Houston	0	5	-5	
621	Mounds View	24	39	-15	0.6
623	Roseville	2	0	2	
624	White Bear Lake	1	1	0	1.0
625	St. Paul	5	3	2	1.7
720	Shakopee	1	0	1	
728	Elk River	8	1	7	8.0
833	South Wash Cty	2	0	2	
877	Buffalo-Hanover-Montrose	0	1	-1	
911	Cambridge-Isanti	2	1	1	2.0
916	NE Metro Intermediate	0	2	-2	
4088	Urban Academy Charter	0	1	-1	
4186	Global Academy Charter	0	1	-1	
	Totals:	828	205	623	4.0
* NOTE: Counts include Early Childhood Special Ed through 12th grade					

SUMMARY OF 2009/2010 ENROLLMENT: IN AND OUT *					
Date	Students In	Students Out	Net Gain/Loss	Ratio	
10/1/2009	795	162	633	4.9	
11/1/2009	819	162	657	5.1	
12/1/2009	827	198	629	4.2	
1/1/2010	822	194	628	4.2	
2/1/2010	821	200	621	4.1	
3/1/2010	828	205	623	4.0	
Average:	819	187	632	4.4	
* NOTE: Counts include Early Childhood Special Ed through 12th grade					

**2009/10 Enrollment Options
October 1, 2009**

SCHOOL/ GRADE	Serving NRA	Serving OE	Out of District NRA	Out of District OE	Home School	Private School	Special Services Served ELSE
ECSE	7	1	0	0	0	0	1
ECSE TOTAL	7	1	0	0	0	0	1
Hayes K	15	23					
1	14	8					
2	22	12					
3	16	2					
4	15	7					
Hayes TOTAL	82	52					
RLS K	19	4					
1	7	2					
2	10	4					
3	18	9					
4	10	7					
RLS TOTAL	64	26					
TOTAL K	34	27	0	0	0	0	0
TOTAL 1	21	10	2	0	0	14	9
TOTAL 2	32	16	6	4	0	15	2
TOTAL 3	34	11	11	12	0	15	4
TOTAL 4	25	14	11	8	0	16	4
ELEM TOTAL	146	78	30	24	0	60	19
FMS 5	12	27	6	10	0	19	1
6	22	31	7	6	0	22	5
7	16	43	8	4	0	21	1
8	28	31	8	8	0	20	3
FMS TOTAL	78	132	29	28	0	82	10
FHS 9	31	37	8	2	0	19	5
10	57	38	8	8	0	23	2
11	38	32	6	6	0	25	7
12	37	34	9	4	0	18	8
FHS TOTAL	163	141	31	20	0	85	22
MS/HS ALC	46	3	0	0	0	0	0
DW TOTAL	440	355	90	72	0	227	52

**2009/10 Enrollment Options
November 1, 2009**

SCHOOL/ GRADE	Serving NRA	Serving OE	Out of District NRA	Out of District OE	Home School	Private School	Special Services Served ELSE
ECSE	6	3	0	0	0	0	1
ECSE TOTAL	6	3	0	0	0	0	1
Hayes K	13	28					
1	6	16					
2	15	19					
3	12	6					
4	12	10					
Hayes TOTAL	58	79					
RLS K	13	9					
1	4	5					
2	7	8					
3	11	15					
4	9	8					
RLS TOTAL	44	45					
TOTAL K	26	37	0	0	0	1	1
TOTAL 1	10	21	0	2	1	15	4
TOTAL 2	22	27	5	4	0	15	2
TOTAL 3	23	21	10	12	1	16	3
TOTAL 4	21	18	14	8	0	16	4
ELEM TOTAL	102	124	29	26	2	63	14
FMS 5	10	30	5	10	0	19	1
6	12	42	8	6	1	22	2
7	9	51	6	5	0	22	1
8	18	37	8	8	1	21	2
FMS TOTAL	49	160	27	29	2	84	6
FHS 9	27	50	7	2	1	19	5
10	39	55	10	8	0	24	2
11	29	48	6	5	2	23	8
12	35	40	9	4	1	18	10
FHS TOTAL	130	193	32	19	4	84	25
MS/HS ALC	49	3	0	0	0	0	0
DW TOTAL	336	483	88	74	8	231	46

**2009/10 Enrollment Options
December 1, 2009**

SCHOOL/ GRADE	Serving NRA	Serving OE	Out of District NRA	Out of District OE	Home School	Private School	Special Services Served ELSE
ECSE	6	2	2	0	0	0	5
ECSE TOTAL	6	2	2	0	0	0	5
Hayes K	13	27					
1	6	17					
2	14	20					
3	12	7					
4	12	12					
Hayes TOTAL	57	83					
RLS K	13	10					
1	4	6					
2	7	7					
3	10	15					
4	8	9					
RLS TOTAL	42	47					
TOTAL K	26	37	9	0	0	8	1
TOTAL 1	10	23	3	2	1	15	6
TOTAL 2	21	27	6	4	0	16	3
TOTAL 3	22	22	13	12	1	16	3
TOTAL 4	20	21	13	8	1	16	5
ELEM TOTAL	99	130	44	26	3	71	18
FMS 5	10	30	6	9	0	22	1
6	12	40	12	6	0	21	2
7	9	53	8	6	0	22	2
8	18	37	11	8	1	20	3
FMS TOTAL	49	160	37	29	1	85	8
FHS 9	26	50	9	2	0	18	6
10	39	56	14	7	0	25	3
11	27	46	9	5	0	24	9
12	33	39	10	4	0	18	14
FHS TOTAL	125	191	42	18	0	85	32
MS/HS ALC	63	2	0	0	0	0	0
DW TOTAL	342	485	125	73	4	241	63

**2009/10 Enrollment Options
January 1, 2010**

SCHOOL/ GRADE	Serving NRA	Serving OE	Out of District NRA	Out of District OE	Home School	Private School	Special Services Served ELSE
ECSE	7	2	1	0	0	0	6
ECSE TOTAL	7	2	1	0	0	0	6
Hayes K	13	27					
1	7	16					
2	14	20					
3	12	7					
4	12	11					
Hayes TOTAL	58	81					
RLS K	11	9					
1	3	6					
2	6	8					
3	9	15					
4	8	8					
RLS TOTAL	37	46					
TOTAL K	24	36	9	0	0	9	2
TOTAL 1	10	22	3	2	1	15	6
TOTAL 2	20	28	5	4	0	17	4
TOTAL 3	21	22	13	12	1	18	4
TOTAL 4	20	19	13	8	1	16	5
ELEM TOTAL	95	127	43	26	3	75	21
FMS 5	10	32	6	9	0	23	2
6	12	40	10	6	0	21	3
7	9	52	8	6	0	23	2
8	16	39	11	8	1	20	3
FMS TOTAL	47	163	35	29	1	87	10
FHS 9	24	54	9	2	0	18	7
10	37	60	14	7	0	27	2
11	26	47	9	5	0	23	10
12	31	38	10	4	0	17	15
FHS TOTAL	118	199	42	18	0	85	34
MS/HS ALC	62	2	0	0	0	0	0
DW TOTAL	329	493	121	73	4	247	71

**2009/10 Enrollment Options
February 1, 2010**

SCHOOL/ GRADE	Serving NRA	Serving OE	Out of District NRA	Out of District OE	Home School	Private School	Special Services Served ELSE
ECSE	7	2	1	0	0	0	6
ECSE TOTAL	7	2	1	0	0	0	6
Hayes K	13	27					
1	7	14					
2	14	19					
3	12	7					
4	12	12					
Hayes TOTAL	58	79					
RLS K	11	9					
1	3	6					
2	6	10					
3	9	15					
4	8	9					
RLS TOTAL	37	49					
TOTAL K	24	36	8	1	0	9	3
TOTAL 1	10	20	3	2	1	15	7
TOTAL 2	20	29	5	4	0	17	5
TOTAL 3	21	22	12	12	3	17	5
TOTAL 4	20	21	13	9	2	16	5
ELEM TOTAL	95	128	41	28	6	74	25
FMS 5	10	33	6	10	1	22	2
6	12	41	10	7	0	20	3
7	9	51	7	6	3	24	5
8	16	40	10	8	4	21	3
FMS TOTAL	47	165	33	31	8	87	13
FHS 9	20	55	9	3	0	16	7
10	37	60	14	8	0	26	2
11	26	48	9	8	3	24	11
12	30	36	11	6	0	16	13
FHS TOTAL	113	199	43	25	3	82	33
MS/HS ALC	63	2	0	0	0	0	0
DW TOTAL	325	496	118	84	17	243	77

**2009/10 Enrollment Options
March 1, 2010**

SCHOOL/ GRADE	Serving NRA	Serving OE	Out of District NRA	Out of District OE	Home School	Private School	Special Services Served ELSE
ECSE	7	2	1	0	0	0	6
ECSE TOTAL	7	2	1	0	0	0	6
Hayes K	12	28					
1	7	15					
2	14	19					
3	12	7					
4	12	12					
Hayes TOTAL	57	81					
RLS K	13	9					
1	3	6					
2	6	10					
3	9	16					
4	8	9					
RLS TOTAL	39	50					
TOTAL K	25	37	8	2	0	9	3
TOTAL 1	10	21	3	2	1	15	6
TOTAL 2	20	29	5	4	0	17	5
TOTAL 3	21	23	12	13	3	17	5
TOTAL 4	20	21	13	11	2	15	5
ELEM TOTAL	96	131	41	32	6	73	24
FMS 5	5	39	5	10	1	22	2
6	7	48	9	8	0	20	3
7	7	53	6	6	3	24	5
8	14	44	8	8	4	21	3
FMS TOTAL	33	184	28	32	8	87	13
FHS 9	19	55	9	5	0	21	7
10	34	59	13	9	0	27	3
11	24	50	9	7	3	24	11
12	28	36	13	6	0	16	13
FHS TOTAL	105	200	44	27	3	88	34
MS/HS ALC	68	2	0	0	0	0	0
DW TOTAL	309	519	114	91	17	248	77

ELL Students
2008/09 and 2009/10 school years

Bldg	2008/09										2009/10									
	FIRST FRIDAY	OCT 1	NOV 1	DEC 1	JAN 1	FEB 1	MAR 1	APR 1	MAY	JUN 1	OCT 1	NOV 1	DEC 1	JAN 1	FEB 1	MAR 1	APR 1	MAY 1	JUN 1	
Hayes	55	53	73	70	71	72	73	71	71	71	84	86	83	85	82	78				
RLS	87	119	117	116	110	110	110	113	112	110	116	119	119	123	127	126				
FMS	98	94	90	88	94	97	98	97	97	95	106	105	103	100	99	97				
FHS	63	58	61	59	53	52	52	48	46	46	69	60	59	58	59	64				
FLIP (MS & HS)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Totals	303	324	341	333	328	331	333	329	326	322	375	370	364	366	367	365				
NOTE: Numbers are pulled from enrollment count data used for the Board Reports																				

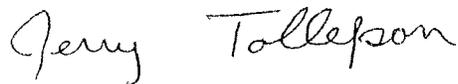
Mr. Brad Richter
Chairperson
Board of Education
Independent School District No.14
6000 West Moore Lake Drive
Fridley, MN 55432

Dear Mr. Richter:

The attached BMS form of "Notice of Desire to Negotiate" serves as written notice pursuant to M.S. 179A.14, subd. 1 of the Public Employment Labor Relations Act and Article XVII of the Master Agreement that the Education Minnesota Fridley Custodians desires to commence negotiations with Independent School District No. 14 for a successor agreement to cover the 2010-2012 school years.

I can be reached at (612) 963-6015.

Sincerely,



Jerry Tollefson, President
Education Minnesota Fridley Custodians



cc: Sandy Miller, Field Staff, Education Minnesota
Dr. Peggy Flathmann, Superintendent
Imina Oftedah, Director of Educational Services

NOTICE OF DESIRE TO NEGOTIATE
(File A Separate Notice for each Appropriate Unit)

Pursuant to Minnesota Statutes 179A.14, you are hereby notified of the undersigned's desire to meet and negotiate an initial or subsequent agreement establishing terms and conditions of employment.

NAME OF EXCLUSIVE REPRESENTATIVE: Education Minnesota Fridley Custodians

Name of Representative: Jerry Tollefson
Address: 321 Dennison Avenue City: Shoreview State: MN
Zip: 55126 Telephone: (612) 963-6015

NAME OF EMPLOYER: Fridley Independent School District #14

Address: 6000 West Moore Lake Drive City: Fridley State: MN
Zip: 55432 Telephone: 763-502-5005
Name of Representative: Brad Richter, Board Chair/Imina Oftedahf, Director of Educational Services
Address: 6000 West Moore Lake Drive City: Fridley State: MN
Zip: 55432 Telephone: 763-502-5005

TYPE OF GOVERNMENTAL AGENCY INVOLVED:

- State County Municipality
 University of Minnesota School District Special Board or Commission

TYPE OF BARGAINING UNIT: (Check ONE most appropriate)

EDUCATION

- K-12 Teachers
 AVTI/Other Teachers
 Teacher Aides
 Support Staff, General
 Clerical/Office
 Bus Drivers
 Dietary/Maintenance
 Principals/Asst. Principals
 Higher Education – Instructional
 Higher Education – Non-Instructional

LAW ENFORCEMENT/ESSENTIAL

- Law Enforcement – Essential
 Law Enforcement – Non-Essential
 Fire Fighters/Fire Protection
 Correction Guards
 Professional Engineering
 Supervisory
 Confidential

OTHER PUBLIC SECTOR

- Social Services/Welfare
 Courthouse/City Hall
 Highways/Public Works/Parks
 Public Utility
 Maintenance/Trades
 Clerical/Office
 Technical
 Professional
 General Service/Support
 Wall to Wall
 Library
 Liquor Store
 General Unit

HEALTH CARE

- RNs
 LPNs
 Support Staff, General
 Clerical/Office
 Technical
 Dietary
 Maintenance
 Professional

OTHER (Describe)

Number of employees in the unit: 18 Status of covered employees: Essential Other than Essential

Date current contract expires: June 30, 2010 Check if this is a first contract:

Date of Notice: 2/19/10 Date sent to other party and commissioner: 2/19/10

Notice initiated by: Exclusive Representative Employer

Distribution:

- 1 – Commissioner, State Bureau of Mediation Services,
1380 Energy Lane, Suite 2, St Paul MN 55108-5253
- 1 – Other party to collective bargaining agreement
- 1 – File

Jerry Tollefson
Authorized /s/ _____
Pres./NEG
Title

When properly executed and served upon the commissioner and the other party this notice satisfies the requirements of Minn. Stat. 179A.14. Failure to provide timely notice may result in a financial penalty.

Master Agreement

Between

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

And

**Fridley Association of
School Administrators**

July 1, 2009 Through June 30, 2011

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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.

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 Principal administrator shall be 261 days for the 2009-10 school year. The work year for each ALC Principal and Assistant Principal administrator shall be 252 days during the 2009-2010 school year. For the 2010-11 school year, all administrators will have 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, 2009 to June 30, 2011.

Section 3. Extra Compensation:

Effective July 1, 2009, an administrator can earn up to \$4,000 for Principals, and \$3,000 for Assistant Principals and the ALC Principal per year for attaining building and 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 \$100,000. 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:

Sick leave for administrators shall be at the rate of fifteen (15) days per year. Accrual will be unlimited as earned. Yearly accrual will be immediate. A certificate from a physician may be required whenever an absence of three (3) or more consecutive days occurs. Pursuant to M.S. 181.9413 unlimited sick leave may be used for illness for an employee's child who is 18 years of age and under. Up to six (6) days in any one (1) year of earned sick leave may be used for illness or death in the immediate family. Additional days may be granted at the discretion of the Superintendent. This shall include wife, husband, child, foster child, brother, sister, parents, parents-in-law, grandparents, grandchildren, brothers-in-law, or sisters-in-law, and others as approved by the Superintendent. Administrators resigning before the end of the school term will have used but unearned sick leave deducted from their final paycheck. In this event, earned sick leave will be computed in proportion to the contractual year, not to exceed fifteen (15) days per year.

An administrator who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave pursuant to this policy shall submit the workers' compensation check endorsed to the School District prior to receiving payment from the School District for her/his absence.

Section 2. Vacations:

Each Assistant Principal and ALC Principal shall receive twenty (20) days of vacation annually for 2009-10. Principals will receive 23 days of vacation annually for 2009-10. Beginning 2010-2011 each administrator shall receive twenty-three (23) days of vacation annually. After completing

five (5) years of public service in the Fridley Schools, the administrator shall receive twenty-five (25) days of vacation annually. Margaret Leibfried will be grandfathered in at 27 days of vacation annually.

Unused vacation time may accumulate to a maximum of forty-five (45) days. As of September 1 of each year, no administrator shall have accumulated more than forty-five (45) days. No more than 10 vacation days may be banked in any given (fiscal) year, unless special permission is granted by the superintendent.

Upon cessation of employment the administrator shall be paid for up to 45 days 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 days, 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 3. 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 4. 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 5. Special Leave:

Up to two (2) days may be granted to members of the administrative staff each year when approved by the Superintendent for the purpose of special leave.

Special 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 of friends.
4. Approved religious holidays.
5. Emergency hardship situations.

Section 6. 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 7. 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 per year to an individual HRA Account for each administrator. Unreimbursed costs of medical expenses and premiums can be reimbursed through this account.

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 as additional salary in 26 installments, 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 by the Director of Educational Services.

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

ARTICLE XIII
I.R.C. § 403(b)

Section 1. Matching Annuity:

Effective no later than July 1, 2001, 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. Nonprobationary status as an administrator in the District must have been attained.

Subd. 2. 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 employees contribution up to two percent (2%) of their basic salary with a cap of \$2,000 for any one employee in a calendar year.

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. The District's maximum lifetime contribution shall be no more than \$60,000.

Section 4. Phase-Out of Unused and Accrued Sick Leave Cash-Out Option:

Employees hired prior to July 1, 2000 qualify for both the provisions of the 403(b) matching annuity plan and the option to cash out sick leave, and shall have their sick leave payout occur as specified in Appendix B . At the time of payout, the accumulated District matching contributions for the employee who resigns will be subtracted from the lump sum payable in cash for the unused and accrued sick leave for the employee.

**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 2009-2011 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, 2009, through June 30, 2011, 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, 2009 it shall give written notice of such intent no later than May 1, 2011. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 120 days prior to the expiration of this Agreement.

Section 2. Finality:

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

Section 3. Severability:

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

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

**FOR FRIDLEY SCHOOL
ADMINISTRATORS**

**FOR INDEPENDENT SCHOOL
DISTRICT 14**

John Piotraschke, Administrator Negotiator

Brad Richter, School Board Chair

Margaret Leibfried, Administrator Negotiator

Marcia Lindblad, School Board Negotiator

Peggy Flathmann, Superintendent of Schools

**APPENDIX A
BASIC SCHEDULES AND RATES OF PAY
2009-2010, 2010-2011**

Special Conditions:

A new employee may be hired at a lesser amount than shown on this schedule. At the time of hire, a defined acceleration period will be used to raise the salary to a level that is appropriate for that position within approximately five years. The Superintendent will make the determination of appropriate salary and the acceleration schedule.

2009-2010	HS Principal	MS Principal	Elementary Principal	ALC Principal	HS Assistant Principal	MS Assistant Principal
Step 1	\$100,932	\$97,399	\$93,866	\$90,132	\$85,633	\$82,228
Step 2	\$103,735	\$100,105	\$96,474	\$92,636	\$88,012	\$84,512
Step 3	\$106,539	\$102,810	\$99,081	\$95,148	\$90,391	\$86,796
Step 4	\$109,343	\$105,516	\$101,689	\$97,643	\$92,770	\$89,080
Step 5	\$112,146	\$108,221	\$104,296	\$100,147	\$95,148	\$91,364

2010-2011	HS Principal	MS Principal	Elementary Principal	ALC Principal	HS Assistant Principal	MS Assistant Principal
Step 1	\$101,941	\$98,373	\$94,805	\$91,033	\$86,490	\$83,050
Step 2	\$104,733	\$101,106	\$97,439	\$93,562	\$88,892	\$85,357
Step 3	\$107,604	\$103,838	\$100,072	\$96,100	\$91,295	\$87,664
Step 4	\$110,436	\$106,571	\$102,705	\$98,619	\$93,697	\$89,971
Step 5	\$113,268	\$109,303	\$105,339	\$101,148	\$96,100	\$92,278



Memorandum of Understanding

This Memorandum of Understanding replaces only the 2010-2011 Schedule C Extracurricular Salaries for High School Drama assignments of the July 1, 2009 through June 30, 2011 Master Agreement between the School Board of Fridley Independent School District 14 and the Fridley Education Association.

2009-2011 Contract						
DRAMA	2009-10	Starting the 5th year	Starting the 10th year	2010-11	Starting the 5th year	Starting the 10th year
Director - Fall Musical	\$4,052.33	\$4,336.00	\$4,660.18	\$4,092.86	\$4,379.36	\$4,706.78
Director - Spring Production	\$3,774.17	\$4,038.36	\$4,340.29	\$3,811.91	\$4,078.74	\$4,383.70
Artistic Director	\$2,594.40	\$2,776.01	\$2,983.56	\$2,620.35	\$2,803.77	\$3,013.40
Tech Director	\$1,987.20	\$2,126.31	\$2,285.28	\$2,007.07	\$2,147.57	\$2,308.13
Costumer	\$938.40	\$1,004.09	\$1,079.16	\$947.78	\$1,014.13	\$1,089.95
Scene Designer/Asst. Tech	\$949.22	\$1,015.67	\$1,091.61	\$958.72	\$1,025.83	\$1,102.52
Music Director	\$2,318.40	\$2,480.69	\$2,666.16	\$2,341.59	\$2,505.50	\$2,692.82
Choreographer	\$1,766.40	\$1,890.05	\$2,031.36	\$1,784.07	\$1,908.95	\$2,051.68
Lighting & Sound	\$883.20	\$945.02	\$1,015.68	\$892.03	\$954.48	\$1,025.84

2010-11 Replacement			
DRAMA	2010-11	Starting the 5th year	Starting the 10th year
Drama Coordinator	\$3,000.00	\$3,210.00	\$3,450.00
Director Musical	\$4,092.86	\$4,379.36	\$4,706.78
Director Drama	\$3,811.91	\$4,078.74	\$4,383.70
Musical Producer	\$1,350.00	\$1,444.50	\$1,552.50
Musical Technical Director	\$1,075.00	\$1,150.25	\$1,236.25
Drama Producer	\$1,300.00	\$1,391.00	\$1,495.00
Drama Technical Director	\$1,075.00	\$1,150.25	\$1,236.25
Musical Choreographer	\$1,784.07	\$1,908.95	\$2,051.68
Musical Music Director	\$2,341.59	\$2,505.50	\$2,692.82

Technical Position Stipends for Musical and Drama (Total annual allocation distributed based on nature of productions)	\$7,051.90		
These technical positions are not to exceed the following:			
Costumes and Make-Up	\$1,229.00		
Scene Design and Set Construction	\$1,240.00		
Lighting and Sound	\$1,174.00		

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

FOR FRIDLEY EDUCATION ASSOCIATION

FOR INDEPENDENT SCHOOL DISTRICT 14

President

Chair

Superintendent of Schools

Date

Date

596 Academic Honesty

I. Background

Academic Honesty promotes personal integrity and good practice in teaching, learning, and assessment. Academic honesty shall be expected of all students, and teachers should be role models of this trait. Academic honesty is supported by several of the IB Learner Profile traits, which encourages students to be:

- A. Communicators: Expressing ideas and information confidently
- B. Principled: Acting with integrity and honesty, taking responsibility for their own actions
- C. Caring: Having respect for the needs and feelings of others
- D. Knowledgeable: Acquiring knowledge and developing understanding

Guidance for this policy and definitions of terms come from International Baccalaureate Organization.

II. General Statement of Policy

The school district places a high value on academic honesty. The school district shall establish procedures to communicate expectations of academic honesty and prevention of malpractice, including plagiarism, cheating, and collusion. The school district shall establish consequences for academic malpractice, including reporting instances to the International Baccalaureate organization when appropriate.

III. Definitions

- A. **Academic Honesty** is a set of values and skills that promote personal integrity and good practice in teaching, learning, and assessment. This is further defined as respect for the intellectual property of others and submission of only authentic pieces of work with the ideas of others fully acknowledged.
- B. **Malpractice** is behavior that results in a student gaining an unfair advantage over others. Malpractice includes plagiarism, collusion, duplication of work for multiple assessments, fabrication of data, accessing unauthorized material during an examination, or any other behavior that results in an unfair advantage or affects the score of another student.

- C. **Intellectual Property** includes different forms of property rights, such as patents, registered designs, trademarks, moral rights, and copyright. Forms of intellectual and creative expression must be respected and are protected by law.
- D. **Plagiarism** is the representation of the ideas or work of another person as the student's own, including copying text or works of art without proper acknowledgement.
- E. **Collusion** is defined as supporting malpractice by another student, including allowing one's work to be copied or submitted by another.

IV. **Role of School District**

It is the responsibility of the school district to ensure that students understand academic honesty, receive guidance on academic writing and research, and know the consequences of malpractice. The school district shall also fully support the IB in the prevention, detection, and investigation of malpractice in the Diploma Programme.

V. **Role of Teachers**

- A. **Prevention**

Teachers shall provide candidates with a convention for acknowledging all sources with an organized and consistent approach across subjects. Teachers shall provide guidance to students on proper ways to express the work and ideas of others and warn students of the consequences of academic dishonesty.
- B. **Detection and Reporting**
 1. It is the responsibility of the teacher to confirm that, to the best of his or her knowledge, all work accepted is the authentic work of each student. Teachers are encouraged to make use of online services that prevent plagiarism.
 2. Diploma Programme teachers shall follow the guidelines of the IB when authenticating the work of candidates and report suspicions of malpractice to the coordinator.
- C. **Support of Policy**
 1. Teachers shall support and act on the school policy. Teachers shall model good academic practice by practicing appropriate citation of sources in lectures and class presentations.
 2. In addition, improper conduct by staff during IB examinations (internal or external) shall be brought to the attention of the IB.

VI. **Role of Students**

- A. The student is responsible for ensuring that all work submitted is authentic, with the work and ideas of others fully and correctly acknowledged.
- B. Diploma Programme candidates are required to provide their signature on all work submitted to the International Baccalaureate for assessment to confirm that the work is authentic.

VII. Communication of Policy

- A. This policy shall be available to students, parents, and staff on a school district maintained website.
- B. The policy shall be distributed to International Baccalaureate candidates before beginning the Diploma Programme and followed by reminders throughout the programme.

VIII. Consequences of Malpractice

- A. Consequences for academic dishonesty are addressed in each school's discipline policy and shall be handled accordingly.
- B. Instances of malpractice for Diploma Programme candidates shall be reported to and investigated by International Baccalaureate with cooperation by school administration, the IB coordinator, and the teacher(s) and student(s) involved.

SCHOOL BOARD ACTION

Adopted as Policy _____



524 INTERNET ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding user (student, staff, and community members) access to the school district computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables users to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATIONAL PURPOSE

The school district is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, professional or career development activities, and limited high-quality, self-discovery activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

IV. USE OF SYSTEM IS A PRIVILEGE

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school

district policies, including suspension, expulsion, exclusion or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

- A. The unacceptable uses of the school district system and Internet resources or accounts include, but are not limited to the following:
1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit or distribute:
 - a. pornographic, obscene or sexually explicit material or other visual depictions that are harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, pornographic, obscene or sexually explicit language;
 - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - d. information or materials that could cause damage or danger of disruption to the educational process;
 - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
 2. Users will not use the school district system to knowingly or recklessly post, transmit or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
 3. Users will not use the school district system to engage in any illegal act or violate any local, state or federal statute or law.
 4. Users will not use the school district system to vandalize, damage or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software or system performance by spreading computer viruses or by any other means, will not tamper with, modify or change the school district system software, hardware or wiring or take any action to violate the school district's system's security, and will not use the school district system in such a way as to disrupt the use of the system by other users.

5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information or files without the implied or direct permission of that person.
6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.
 - a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).
 - b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students.
 - c. Users will not utilize the school district system to access, maintain, or post information to personal accounts on public social network sites. Definition: A social network site is a web-based service that allows users to construct a public or semi-public profile within an established system and navigate a list of other users with whom they share a connection within the system to form a virtual community.
7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person's account, or use computer accounts, access codes or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.
8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property

without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.

9. Users will not use the school district system for conducting business, for unauthorized commercial purposes or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.
- B. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations are, but are not limited to, situations where the school district system is compromised or if a school district employee or student is negatively impacted. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.
- C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a student user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

VI. FILTER

- A. With respect to any of its computers with Internet access, the School District will monitor the online activities of minors and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:
 1. Obscene;

2. Child pornography; or
 3. Harmful to minors.
- B. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that:
1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
 2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
 3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- C. An administrator, supervisor or other person authorized by the superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of the school district computer system and use of the Internet shall be consistent with school district policies and the mission of the school district.

VIII. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.
- B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. Parents have the right at any time to investigate or review the contents of their child’s files and e-mail files. Parents have the right to request the termination of their child’s individual account at any time.

- E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files, e-mail files, and Internet browser history. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minnesota State Statute.
- F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE AGREEMENT

- A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents and employees of the school district.
- B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.
- C. The Student Internet Use Agreement form must be read and signed by the user, the parent or guardian, and the supervising teacher. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office.

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage or unavailability of data stored on school district diskettes, tapes, hard drives or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

XI. USER NOTIFICATION

- A. All users shall be notified of the school district policies relating to Internet use.
- B. This notification shall include the following:

1. Notification that Internet use is subject to compliance with school district policies.
2. Disclaimers limiting the school district's liability relative to:
 - a. Information stored on school district diskettes, hard drives or servers.
 - b. Information retrieved through school district computers, networks or online resources.
 - c. Personal property used to access school district computers, networks or online resources.
 - d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.
6. Notification that the collection, creation, reception, maintenance and dissemination of data via the Internet, including electronic communications, are also governed by other district policies.
7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
8. Notification that all provisions of the acceptable use policy are subordinate to local, state and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

- A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies and other possibly offensive media. Parents are responsible for

monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.

- B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:
1. A copy of the user notification form provided to the student user.
 2. A description of parent/guardian responsibilities.
 3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.
 4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.
 5. A statement that the school district's acceptable use policy is available for parental review.

XIII. IMPLEMENTATION; POLICY REVIEW

- A. The school district administration may develop appropriate user notification forms, guidelines and procedures necessary to implement this policy for submission to the School Board for approval. Upon approval by the School Board, such guidelines, forms and procedures shall be an addendum to this policy.
- B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.
- C. The school district Internet policies and procedures are available for review by all parents, guardians, staff and members of the community.
- D. Because of the rapid changes in the development of the Internet, the School Board shall conduct an annual review of this policy.

Legal References: 15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 6751 *et seq.* (Enhancing Education through Technology Act of 2001)
47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))

47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733,
21 L.Ed.2d 731 (1969)
United States v. American Library Association, 539 U.S. 194, 123 S.Ct.
2297, 56 L.Ed.2d 221 (2003)
Layshock v. Hermitage Sch. Dist., 412 F.Supp. 2d 502 (2006)
J.S. v. Bethlehem Area Sch. Dist., 807 A.2d 847 (Pa. 2002)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal
of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored
Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil
Records)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside
Agencies)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 806 (Crisis Management Policy)
MSBA/MASA Model Policy 904 (Distribution of Materials on School
District Property by Nonschool Persons)

School Board Action:
Adopted June 18, 2002
Revised March 20, 2007
Revised July 15, 2008
Revised _____

Fridley Public Schools

Employee Guidelines for Public Social Media Networks

Social networking sites can be powerful tools for sharing information and building community around important topics. Nonetheless, the use of public social networking sites can present challenges for educators. Employees using personal accounts on public social media networks should consider the following guidelines:

Protect confidential information. Be sure that postings do not disclose or use federally protected confidential information. Students, parents, and colleagues should not be cited or obviously referenced without their approval. Conversations and postings cannot reference students' names, grades, assignments, attendance, or program participation.

Use District provided tools to conduct school-related business. On public social media networks, the lines between public and private, personal and professional can blur. The school district provides multiple resources and tools to communicate with parents and students with the expectation that staff will make use of them rather than using public networks.

Educational employees have a responsibility to maintain appropriate employee-student relationships, whether on or off duty. Both case law and public expectations hold educational employees to a higher standard of conduct than the general public.

Post responsibly. What you write is ultimately your responsibility. What you publish is widely accessible and will be around for a long time, so consider the content carefully. All laws and regulations regarding trademark, copyright, and fair use requirements must be respected and observed.

If you publish to a site outside the District's network, please use a disclaimer to state in clear terms that the views expressed are the employee's alone and do not necessarily reflect the views of the Fridley School District. By identifying yourself as a District employee, you may create perceptions about your expertise and about the District with community members, parents, students, and the general public. Be sure that all content associated with you is consistent with your work and with the District's beliefs and professional standards.

Keep work and personal activities separate. Make sure that online activities do not interfere with work. The Fridley School District technologies are provided for educational use. Accessing personal social media accounts during time or on District systems and equipment is prohibited.

Be careful with personal information. Make full use of privacy settings. Know how to disable anonymous postings and use moderating tools on your social media site(s). Astute criminals can piece together information you provide on different sites and then use it to impersonate you or someone you know, or even re-set your passwords.

713 STUDENT ACTIVITY ACCOUNTING

I. PURPOSE

The School Board recognizes the need to provide alternative paths to learning, skill development for its students, and activities for student enjoyment. It also understands its commitment to and obligation for assuring maximum accountability for public funds and student activity funds.

II. GENERAL STATEMENT OF POLICY

Student activities not under the control of the School Board shall be accounted for under the guidance of the Superintendent or designee in the Student Activity Fund Accounting System according to the Manual for Activity Fund Accounting (MAFA) guidelines.

The School Board directs the Superintendent or designee to administer and supervise such accounts and to review student activity account classifications periodically and recommend reclassification, when appropriate.

III. DEMONSTRATION OF ACCOUNTABILITY

A. Annual External Audit

The School Board shall direct its independent certified public accountants to audit, examine, and report upon student activity accounts as part of its annual school district audit in accordance with state law.

B. Annual Review

The Superintendent or designee will review the Fundraising Guidelines and Procedures annually and update as necessary.

Legal References:

Minn. Stat. 123B.02, Subd. 6 (General Powers of Independent School Districts)
Minn. Stat. 123B.09 (Boards of Independent School Districts)
Minn. Stat. 123B.15, Subd. 7 (Officers of Independent School Districts)
Minn. Stat. 123B.35 (General Policy)
Minn. Stat. 123B.36 (Authorized Fees)
Minn. Stat. 123B.37 (Prohibited Fees)
Minn. Stat. 123B.38 (Hearing)
Minn. Stat. 123B.49 (Extracurricular Activities; Insurance)

Minn. Stat. 123B.52 (Contracts)
Minn. Stat. 123B.76 (Expenditures; Reporting)
Minn. Stat.123B.77 (Accounting, Budgeting, and Reporting Requirement)
Minn. Rules Part 3500.1050 (Definitions for Pupil Fees)
Visina v. Freeman, 252 Minn. 177, 89 N.W.2d 635 (1958)
Minn. Op. Atty. Gen. 159a-16 (May 10, 1966)

Cross References:

Uniform Financial Accounting and Reporting Standards (UFARS)
Manual for Activity Fund Accounting (MAFA)
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)
MSBA/MASA Model Policy 703 (Annual Audit)
MSBA/MASA Model Policy 704 (Development and Maintenance of an Inventory of Fixed
Assets and a Fixed Asset Accounting System)
MSBA/MASA Model Policy 706 (Acceptance of Gifts)

School Board Action:

Adopted _____

FRIDLEY BENEFIT OUTSOURCING OPTIONS

ITEM	FLEX SPENDING ACCOUNT	COBRA	RETIREE INSURANCE	FMLA	65+ RETIREE INSURANCE	W/C	LTD INSURANCE	LIFE INSURANCE
Description	Administration of the medical and dependent care expense reimbursement plan for current ee's	Administration of insurance extension benefits for terminated ee's for medical, dental, life and flex plan	Coordination of payments from retirees continuing on the District's medical, dental and life insurance	Administration of the Family Medical Leave Act including compliance	Administration of the Freedom Plan medical insurance for retirees over the age of 65	External administration of workers comp including getting ee's back to work and accompanying ee's to doctor visits	Long Term Disability insurance administration	Life insurance administration
Current Provider	in house	in house	in house	in house	in house	HealthPartners	in house	in house
Potential Provider	Genesis	Genesis	Genesis	HealthPartners	HealthPartners	N/A	HealthPartners	HealthPartners
Cost of Outsourcing	Green Option: \$3.50 ppm (\$1.00 for VEBA part) plus .75 ppm for debit cards. Assuming 60 parts \$3,060 annually plus a one time fee of \$5 pp for debit cards of \$300 *	Option B: \$16/event plus \$7.50 ppm plus an annual fee of \$150. Assuming 6 parts \$786 annually plus a one time set up fee of \$300. Genesis keeps a 2% admin fee charged to parts **	\$5.00 ppm plus an annual fee of \$100. Assuming 60 retirees \$3,600 annually plus a one time set up fee of \$150 **	\$1.00/elig ee/mo. Assuming 400 elig ee's \$4,800 annually	HealthPartners will charge \$1.89 ppm to the retiree as an administrative fee. There is no cost to the district.	\$6,100 annually	TBD	TBD
Recommendation for Outsourcing	YES	YES	YES	YES	YES	continue	NO	NO
Timeline of Transfer	July 1, 2010	immediately	July 1, 2010	immediately	July 1, 2010	N/A	N/A	N/A

* minimum monthly fee of \$125 excluding debit card fees

** minimum monthly fee of \$40

Implementation Team:	
Vendor Agreements	Rochel
Information Transfer	Matt
Empl Communications	Imina
Internal Contact	Carol



Fridley School District
6000 West Moore Lake Drive
Fridley, Minnesota 55432
Phone: 763-502-5000
Fax: 763-502-5040

District Insurance Advisory Committee

Purpose:

The Insurance Committee has been established to serve the district in an advisory role. Tasks of the committee will be to:

- Review medical and dental insurance proposals and renewals
- Discuss insurance plan changes
- Make recommendations to the School Board

Membership:

Members of the committee will include the Superintendent, Director of Educational Services, Director of Finance, representatives from the administrators unit, teachers, custodial, clerical, food service, and paraprofessional unions and individual contract representatives.

Membership Expectations and Responsibilities:

Members will be expected to actively participate in meeting discussions and to bring their personal and professional experience and expertise to enrich the group outcomes.

Authority:

The insurance committee is not empowered to make decisions on behalf of district administration and/or the school board but rather shall maintain an advisory role. If there is a decrease in aggregate value of insurance plans, then Memos of Understanding need to be secured from each unit.

Communication:

Each unit representative will bring issues discussed during the committee meetings to their unit members. Each committee member will act as the liaison between their reporting entities and the insurance committee.

Members for FY2009-10 and FY2010-11 are:

Gordon Backlund
Brad Richter

Board Member
Board Member



Fridley School District
6000 West Moore Lake Drive
Fridley, Minnesota 55432
Phone: 763-502-5000
Fax: 763-502-5040

Fridley Finance Committee

Purpose:

The Finance Committee has been established to serve in an advisory role to school administration and the school board. Tasks of the committee will be to:

- Review the district's financial statements and data
- Discuss internal controls and procedures as needed and as they relate to best practice and sound financial management
- Serve in an advisory role for innovative fiscal ideas and practices

Membership:

Members of the committee will include the Superintendent, Director of Finance, two school board members, who will be appointed at annual organizational meeting, and a community member. Committee membership shall be for two years and meetings will be held semi-annually or as needed. One of the members will be appointed chairman by the Superintendent prior to the first meeting.

Membership Expectations and Responsibilities:

Members will be expected to actively participate in meeting discussions and to bring their personal and professional experience and expertise to enrich the group outcomes.

Authority:

The finance committee is not empowered to make decisions on behalf of district administration and/or the school board but rather shall maintain an advisory role.

Communication:

The chairman of the finance committee will update the school board in writing and/or verbally as needed.

Members for FY2009-10 and FY2010-11 are:

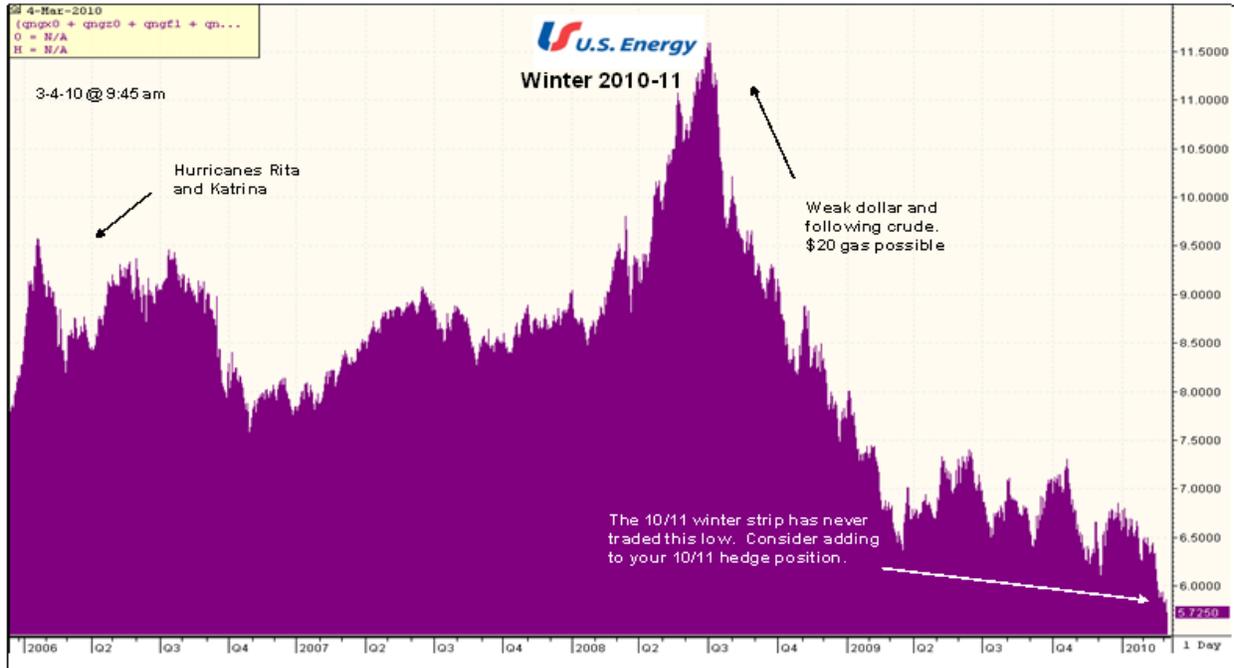
Peggy Flathmann
Rochel Manders
Gordon Backlund
Fred Bischke
Kim Sampson

Superintendent
Director of Finance
Board Member
Board Member
Board Member

Fuel Hedging

It is our recommendation at this time to consider initiating a 25% layer for the 10/11 winter strip. The 10/11 winter strip is well below the 5 year average and just breaking the 10 year average. We are looking at a price range of \$6.10-\$6.20. This price would be approximately .30/Dth less than your initial hedge for winter 09/10, giving your district a good start in price security for next winter.

Winter Strip "10/11 Chart:



With the current dip in pricing we are suggesting the following strategy:

Hedge Strategy

Summer 2010

- Continue to monitor prices for opportunities to bring winter hedges above 0%.

Winter 2010/2011

- Bring hedges to 25% for Nov 10 ~ Mar 11.
- Continue to monitor prices for opportunities to bring hedges above 25%.

The price for a Nov 10 ~ Mar 11 strip is currently trading around \$6.20.

March 15, 2010

To: Superintendent Flathmann

From: Duane Knealing

Subject: Fire Marshal Code Correction Projects FY 11 bids

On March 11, 2010 sealed bids were opened for the Fire Marshal code corrections at the Fridley High School and the Fridley Middle School. There was quite an interest in the project as eleven general contractors bid on the project. With the acceptance of the base bid and alternate items 1 and 2, the low bidder for the project is Terra General Contractors with a total bid of \$211,395.00. This is within the total budget of \$254,500.00 for the construction part of the project excluding permits and fees.

ATS&R, the architect and engineer for the project, has no reservations about rewarding the contract to Terra General Contractors for the total bid of \$211,395.

C: I. Oftedahl
R. Manders

DATE March 11, 2010
PROJECT Fire Marshal Requirements at Fridley HS and MS
SUBJECT Bid Summary
BY Bill Martin

BID OPENING

Bids were received from 11 General Contractors on Thursday, March 11, 2010: (refer to attached bid tabulations). A single contract is to be awarded for all construction.

LOW BIDDER

Terra General Contractors, LLC is General Contractor with offices in Rogers, Minnesota. This company has been in business for five and one half years. Terra General Contractors submitted a Contractor's Qualification Statement for review noting experience in public works projects.

BID SUMMARY

The base bids and alternates were reviewed and Terra General Contractors, LLC was discussed with the District Administration. The information submitted to-date by the company meets the requirements for a contract with a public body and the contractor submitted a bid bond. Thus the bonding company exhibits faith in the ability of the contractor to perform the work. The following is the cost summary of Terra's bid:

Base Bid & Alternates		Multiple Concepts	Action
Base Bid		\$ 207,995	Acceptance
Alt 1	Add Art Room Fire Sprinklers	+ 2,100	Acceptance
Alt 2	Add Boiler Room Fire Sprinklers	+ 1,300	Acceptance
Total Base Bid and Accepted Alternates		\$ 211,395	

TIME OF COMPLETION

Substantial Completion for this project is specified to be on or before August 20, 2010. wwm:kjr
Enclosure: Tabulation of Bids

cc: Peggy Flathmann, Fridley Schools Duane Knealing, Fridley Schools
 Deb Erickson, ATS&R Kim Sorenson, ATS&R

**FIRE MARSHAL REQUIREMENTS
FOR
FRIDLEY MIDDLE SCHOOL AND
FRIDLEY HIGH SCHOOL**

PROJECT NUMBER: 09073

BID DATE: March 11, 2010 @ 2:00 P.M.

CONTRACTOR	BID BOND/CHECK	BASE BID	ALTERNATE 1	ALTERNATE 2	TOTAL BASE ALTERNATE(S)	ADDENDUM 1 AND 2
TERRA GENERAL CONTRACTORS	YES	\$207,995.00	\$2,100.00	\$1,300.00	\$211,395.00	YES
MORCON CONSTRUCTION	YES	\$218,900.00	\$3,500.00	\$2,200.00	\$224,600.00	YES
PMI CONSTRUCTION	YES	\$222,000.00	\$9,600.00	\$6,500.00	\$238,100.00	YES
LUND MARTIN CONSTRUCTION	YES	\$223,000.00	\$4,600.00	\$2,300.00	\$229,900.00	YES
EBERT CONSTRUCTION	YES	\$223,800.00	\$5,000.00	\$1,500.00	\$230,300.00	YES
PRESTIGE BUILDERS OF MN	YES	\$236,000.00	\$5,700.00	\$2,200.00	\$243,900.00	YES
MEISINGER CONSTRUCTION	YES	\$240,000.00	\$8,000.00	\$6,300.00	\$254,300.00	YES
MCFARLAND CONSTRUCTION	YES	\$241,200.00	\$6,440.00	\$2,640.00	\$250,280.00	YES
SHEEHY CONSTRUCTION	YES	\$243,000.00	\$3,500.00	\$2,200.00	\$248,700.00	YES
BNM CONSTRUCTION	YES	\$258,500.00	\$6,500.00	\$6,000.00	\$271,000.00	YES
SHAW-LUNDQUIST ASSOCIATES	YES	\$259,500.00	\$9,500.00	\$6,300.00	\$275,300.00	YES

Alternate No. 1 - Fire Protection Rooms 134, 134A, 134B, 135, 135A, 135B

Alternate No. 2 - Fire Protection Rooms 140J and E140

00000-END BID TABULATIONS

COMMERCIAL LEASE

This lease is made between Holmgren Enterprises Inc., 1323 Rice Creek Road, Fridley, Minnesota 55432, herein called Lessor, and **Independent School District 14**, herein called lessee.

Lessee hereby offers to lease from Lessor the premises situated in the city of Fridley, County of Anoka, State of Minnesota, described as 1315 and 1317 Rice Creek Road, Fridley, Minnesota 55432, upon the following TERMS and CONDITIONS:

1. **Term and Rent.** Lessor demises the above premises for a term of five years, commencing **May 1st 2008** and terminating on **June 30th, 2013** or sooner as provided herin at the annual rental of **twenty two thousand one hundred forty and 00/100 dollars (\$22,140.00) payable in equal installments in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the address specified above. Monthly installments of: one thousand eight hundred forty five and 00/100 (\$1,845.00).**
2. **Use.** Lessee shall use and occupy the premises for Professional Office and school training purposes. The premises shall be used for no other purpose.
3. **Care & Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herin. Lessee shall, at his/her own expence and at all times, maintain the premises in good and safe condition, and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, furnace, air conditioner, and water heater, which shall be maintained by Lessor. Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be maintained by Lessor. **(We are asking for you to maintain in good condition (not abuse), but we (Lessor) are responsible for outside upkeep including shoveling, plowing, mowing. You (Lessee) are responsible for inside.)**
4. **Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements in, to or about the premises. **(Proposed alterations and payment plan need to be worked out)**
5. **Ordinances & Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee. **This agreement is contingent upon approval from the City of Fridley. Building inspector will need to sign off on the proposed changes before May 1st 2008. He will do a final inspection upon completion of alterations.**
6. **Assignment & Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of Lessor, may terminate this lease.
7. **Utilities.** All applications and connections for necessary utility services on the premises shall be made in the name of the Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for gas, electricity, and telephone services.
8. **Entry & Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.
9. **Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within sixty (60) days of commencement of the term hereof.
10. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occuring on the premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.
11. **Insurance.** Lessee at his/her expence, shall maintain public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows: Insurance on Contents
Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist. **(Lessor has insurance on the whole building, which covers natural disasters and other outside damages.)**
12. **Eminent Domain.** If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu there4of, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

COMMERCIAL LEASE

13. **Destruction of Premises.** In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing government laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

14. **Lessor's Remedies on Default.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within thirty (30) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default) then Lessor may terminate this lease on not less than thirty (30) days notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver. **(Lessee is locked in for the first 24 months of this agreement. If he needs an out clause after the first two year period he must pay a penalty of two months rent for every year that is not fulfilled for this agreement. If he wants to terminate in the 3rd year he must pay 6 months rent, in the forth year 4 months rent and in the fifth yeat 2 months rent.)**

15. **Security Deposit.** \$1,845.00 due with payment of first months rent.

16. **Attorney's Fees.** In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

17. **Notices.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address shown herein, or at such other place as may be designated by the parties from time to time.

18. **Heirs, Assigns, Successors.** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

19. **Option to Renew.** Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of five(5) years commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of \$ negotiable. The option shall be exercised by written notice given to Lessor not less than sixty (60) days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

20. **Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

21. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this 28th day of April, 2008



by: Independent School District 14
Superintendent Mark Robertson
Lessee


by: Holmgren Enterprises
Owner, Vice President Barrett Holmgren
Lessor



Fridley Public Schools

6000 West Moore Lake Drive
Fridley, Minnesota 55432
Phone: 763-502-5000
Fax: 763-502-5040
<http://www.Fridley.k12.mn.us>

June 23, 2009

Holmgren Enterprises, Inc.
1323 Rice Creek Road
Fridley, MN 55432

Dear Craig,

This letter is to clarify our understanding regarding request to Fridley Schools to pay an additional \$1,200 this year for the property we are leasing for our Transition Program located at 1315 and 1317 Rice Creek Road in Fridley, Minnesota.

We have agreed to pay to Holmgren Enterprises, Inc. an additional \$1,200 due to an increase in the property tax that has been accessed on the property. This increase would normally be born by the lessor but we have agreed to pay the additional \$1,200 for the period from January 2009 through December 2009. We understand the increased valuation, which you did not anticipate. This is a one-time courtesy and does not extend beyond December 2009. Per the lease agreement, it should not be assumed that Fridley Schools are responsible for increases in property tax, utilities, care and maintenance of premises, alterations and the like.

We will process this request upon receiving an invoice from you.

Thank you.

Rochel Manders
Director of Finance
Fridley Public Schools

Mark Robertson
Superintendent
Fridley Public Schools

2009 Minnesota Statutes

123B.52 CONTRACTS.

Subdivision 1. **Contracts.** A contract for work or labor, or for the purchase of furniture, fixtures, or other property, except books registered under the copyright laws, or for the construction or repair of school houses, the estimated cost or value of which shall exceed that specified in section 471.345, subdivision 3, must not be made by the school board without first advertising for bids or proposals by two weeks' published notice in the official newspaper. This notice must state the time and place of receiving bids and contain a brief description of the subject matter.

Additional publication in the official newspaper or elsewhere may be made as the board shall deem necessary.

After taking into consideration conformity with the specifications, terms of delivery, and other conditions imposed in the call for bids, every such contract for which a call for bids has been issued must be awarded to the lowest responsible bidder, be duly executed in writing, and be otherwise conditioned as required by law. The person to whom the contract is awarded shall give a sufficient bond to the board for its faithful performance. Notwithstanding section 574.26 or any other law to the contrary, on a contract limited to the purchase of a finished tangible product, a board may require, at its discretion, a performance bond of a contractor in the amount the board considers necessary. A record must be kept of all bids, with names of bidders and amount of bids, and with the successful bid indicated thereon. A bid containing an alteration or erasure of any price contained in the bid which is used in determining the lowest responsible bid must be rejected unless the alteration or erasure is corrected as provided in this section. An alteration or erasure may be crossed out and the correction thereof printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid. In the case of identical low bids from two or more bidders, the board may, at its discretion, utilize negotiated procurement methods with the tied low bidders for that particular transaction, so long as the price paid does not exceed the low tied bid price. In the case where only a single bid is received, the board may, at its discretion, negotiate a mutually agreeable contract with the bidder so long as the price paid does not exceed the original bid. If no satisfactory bid is received, the board may readvertise. Standard requirement price contracts established for supplies or services to be purchased by the district must be established by competitive bids. Such standard requirement price contracts may contain escalation clauses and may provide for a negotiated price increase or decrease based upon a demonstrable industrywide or regional increase or decrease in the vendor's costs. Either party to the contract may request that the other party demonstrate such increase or decrease. The term of such contracts must not exceed two years with an option on the part of the district to renew for an additional two years. Contracts for the purchase of perishable food items, except milk for school lunches and vocational training programs, in any amount may be made by direct negotiation by obtaining two or more written quotations for the purchase or sale, when possible, without advertising for bids or otherwise complying with the requirements of this section or section 471.345, subdivision 3. All quotations obtained shall be kept on file for a period of at least one year after receipt.

Every contract made without compliance with the provisions of this section shall be void. Except in the case of the destruction of buildings or injury thereto, where the public interest would suffer by delay, contracts for repairs may be made without advertising for bids.

Subd. 1a. **Construction contracts.** A project labor agreement is a hiring agreement that establishes wages, uniform work schedules, and rules for dispute resolution to manage construction projects that generally require, among other things, payment of union dues or fees to a labor organization or membership in or affiliation with a labor organization. A school board must adopt at a public meeting a written resolution authorizing a project labor agreement to construct or repair a facility through a contract or bid. The board must publish in the official newspaper of the district notice of the meeting at least 30 days in advance.

Subd. 1b. **Best value alternative.** As an alternative to the procurement method described in subdivision 1, a contract for construction, building, alteration, improvement, or repair work may be awarded to the vendor or contractor offering the best value under a request for proposals as described in section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Subd. 2. **Contract within budgeted amounts.** The board may authorize its superintendent or business manager to lease, purchase, and contract for goods and services within the budget as approved by the board. Any transaction in an amount exceeding the minimum amount for which bids are required must first be specifically authorized by the board and must fulfill all other applicable requirements in subdivision 1.

Subd. 3. **Transportation; fuel.** Notwithstanding the provisions of subdivision 1 or section 471.345, a contract for the transportation of school children, or a contract for the purchase of petroleum heating fuel or fuel for vehicles may be made by direct negotiation, by obtaining two or more written quotations for the service when possible, or upon sealed bids. At least 30 days before awarding a directly negotiated contract, the district must, by published notice, request quotations for the service to be provided. All quotations obtained must be kept on file for a period of at least one year after receipt. If a contract is made by direct negotiation, all quotations must be public information. If a contract is made upon sealed bids, the procedure for advertising and awarding bids shall conform to the provisions of subdivision 1 except as otherwise provided in this subdivision.

Notwithstanding the provisions of subdivision 1 or section 574.26, a performance bond must be required of a contractor on a contract for the transportation of school children only when deemed necessary by and at the discretion of the board. Such a performance bond must be in the amount determined by the board.

Subd. 4. **Asbestos removal and polychlorinated biphenyls cleanup.** Notwithstanding any law to the contrary, districts may, without an election, enter into contracts extending beyond the end of the fiscal year to pay the costs of removal or encapsulation of asbestos or cleanup of polychlorinated biphenyls found in school buildings or on school property.

Subd. 5. **Contracts with board members.** Members of the board are authorized to contract with, to work for, and furnish supplies to the district subject to the provisions of section 471.87.

Subd. 6. **Disposing of surplus school computers.** Notwithstanding section 471.345, governing school district contracts made upon sealed bid or otherwise complying with the requirements for competitive bidding, other provisions of this section governing school district

contracts, or other law to the contrary, a school district under this subdivision may dispose of a surplus school computer and related equipment if the district disposes of the surplus property by conveying the property and title to:

(1) another school district;

(2) the state Department of Corrections;

(3) the Board of Trustees of the Minnesota State Colleges and Universities; or

(4) the family of a student residing in the district whose total family income meets the federal definition of poverty.

History: Ex1959 c 71 art 4 s 18,19; Ex1967 c 1 s 6; 1969 c 107 s 1; 1973 c 123 art 5 s 7; 1974 c 521 s 13-15; 1975 c 59 s 1,2; 1975 c 199 s 1; 1976 c 168 s 1; 1976 c 239 s 32; 1976 c 271 s 39,40; 1978 c 706 s 16-18; 1978 c 764 s 33-35; 1979 c 295 s 1; 1980 c 609 art 6 s 17,18; 1981 c 358 art 6 s 13; 1982 c 548 art 4 s 8; 1983 c 314 art 2 s 1; *art 6 s 5,6; art 7 s 20*; 1984 c 463 art 7 s 9,10; 1985 c 279 s 1; 1Sp1985 c 12 art 7 s 14; 1986 c 444; 1987 c 258 s 6; 1987 c 398 art 7 s 21; 1989 c 222 s 9; 1989 c 246 s 2; 1989 c 329 art 5 s 3,4; 1990 c 375 s 3; 1990 c 562 art 7 s 4; *art 8 s 23,24*; 1991 c 130 s 37; 1992 c 499 art 12 s 29; 1993 c 224 art 5 s 2; 1Sp1995 c 3 art 16 s 13; 1996 c 412 art 13 s 13; 1998 c 397 art 6 s 69-77,124; 2000 c 489 art 5 s 3; 1Sp2003 c 9 art 4 s 3; 2007 c 148 art 3 s 12,13

March 4, 2010

To: Supt. Flathmann

From: Duane Knealing

Subject: 2010-2012 Transportation Contracts

Enclosed is an updated advertisement for transportation quotations for 2010-2012 fiscal years. As indicated by the advertisement, sealed quotations will not be required.

C: I. Oftendahl
Rochel Manders

(OFFICIAL NOTICE)

INDEPENDENT SCHOOL DISTRICT NO. 14

Fridley Public Schools
6000 West Moore Lake Drive
Fridley, Minnesota

(Invitation for Quotations)

PUPIL TRANSPORTATION

Notice is hereby given that quotations for school pupil bus transportation will be received by Independent School District #14 at the Business Office, 6000 West Moore Lake Drive, Fridley, Minnesota 55432 until 1:30 p.m., April __, 2010 at which time and place all quotations will be publicly opened and read aloud for a later consideration by the School Board.

Specifications may be obtained from the Transportation Director at the Independent School District Office, 6000 West Moore Lake Drive. A pre quotation meeting is scheduled on April __, 2010 at 10:00 a.m. to be held at the Independent School District Office. Quotations must be accompanied by a quote deposit of \$5,000.00 in the form of a certified check or supplier's surety bond made payable to Independent School District #14.

1. Envelope containing quotations shall be clearly marked indicating Quotations - Transportation - 2010-11 and 2011-12 School Years and Summer School 2011 and 2012 with name and address of those submitting quotations clearly marked on the outside of the envelope.
2. Quotations must be on a form supplied by the District.
3. The School Board reserves the right to reject any or all quotations and to waive any informal irregularities in the quotation.
4. No quotation can be withdrawn within 45 days after the opening of the quotation.
5. The School Board may elect to take up to 45 days to decide which company will be offered the accepted quotation.
6. Please address all quotations to Clerk, School Board,
Independent School District #14, 6000 West Moore Lake Drive,
Fridley, Minnesota 55432

Independent School District #14
Anoka County
Chris Riddle, Clerk

Fridley School District Facilities Projects FY 09-10

REVENUE SOURCES

			Cap Proj	Oper Cap	H&S	Def Maint	Annual
			Levy	Levy & Aid	Levy	Levy & Aid	Total
		Facilities	410,910.00	127,000.00	294,879.31	203,664.49	1,036,453.80
		Other	410,910.00	584,975.00	0.00	0.00	995,885.00
		Total Revenue	821,820.00	711,975.00	294,879.31	203,664.49	2,032,338.80

EXPENDITURES BY SOURCE

			Cap Proj	Oper Cap	H&S	Def Maint	Annual
SITE	Project #	Description	Levy	Aid	Levy	Levy	Total
District Wide	10-005-01	Seal coat lots				85,000.00	85,000.00
District Wide	10-005-02	Sidewalk repair				15,000.00	15,000.00
District Wide	10-005-04	Elementary wash sink			2,000.00	27,000.00	29,000.00
District Wide	10-005-06	Shades				10,000.00	10,000.00
District Wide	10-005-09	Contingency				12,000.00	12,000.00
Hayes	10-105-07	Roof circle area	400,000.00	0.00	2,500.00		402,500.00
High School	10-310-03	SW railing				6,000.00	6,000.00
Middle School	10-320-05	West restroom stalls				9,000.00	9,000.00
Middle School	10-005-11	Pool drains			10,000.00		10,000.00
District Wide	10-005-12	Elementary restrooms				8,000.00	8,000.00
District Wide	10-005-13	Burg, fire, access				9,000.00	9,000.00
District Wide	10-005-14	Concession stand counters/sinks			8,000.00		8,000.00
District Wide		Health and Safety			271,647.00		271,647.00
ANNUAL FIXED COSTS							
Leases	10-005-10	Security system, pagers, Suburban		30,000.00			30,000.00
Grounds equipment	10-005-10	Mower		12,000.00			12,000.00
Auditorium	10-005-10	Rigging system		3,000.00			3,000.00
Water pipes	10-005-10	MS - pipe repair		3,200.00			3,200.00
Paint	10-005-10	General		16,000.00			16,000.00
Gym floors	10-005-10	Refurbish all wood floors - materials only		15,000.00			15,000.00
Custodian Equipment	10-005-10	Floor scrubber		13,000.00			13,000.00
Motors	10-005-10	Heating and cooling		3,000.00			3,000.00
Mechanical/roof maint	10-005-10	Misc items		30,000.00			30,000.00
		Other Programs	410,910.00	584,975.00	0.00	0.00	995,885.00
		Total Expenditures	810,910.00	710,175.00	294,147.00	181,000.00	1,996,232.00
		Balance 6/30/10	10,910.00	1,800.00	732.31	22,664.49	36,106.80
		Reserve Fund Balance 6/30/09	402,022.00	376,143.00	(231,829.00)	49,491.00	595,827.00
		Reserve Fund Balance 6/30/10	412,932.00	377,943.00	(231,096.69)	72,155.49	631,933.80

Fridley School District Facilities Projects FY 10-11

REVENUE SOURCES

			Cap Proj	Oper Cap	H&S	Def Maint	Annual
			Levy	Levy & Aid	Levy	Levy & Aid	Total
		Facilities	413,450.50	127,000.00	600,964.00	189,519.91	1,330,934.41
		other	413,450.50	583,771.00		0.00	997,221.50
		Total Revenue	826,901.00	710,771.00	600,964.00	189,519.91	2,328,155.91

EXPENDITURES BY SOURCE

			Cap Proj	Oper Cap	H&S	Def Maint	Annual
Site	Project #	Description	Levy	Levy & Aid	Levy	Levy & Aid	Total
Middle School	11-320-1	Roof, 1965 addition pool,	129,000.00		3,500.00		132,500.00
Middle School	11-320-1	Roof 1963 area NW classrooms	240,000.00		3,500.00		243,500.00
Stevenson		Cafeteria tables ??				54,000.00	54,000.00
High School	11-310-2	Elevator code issues	12,350.00			52,650.00	65,000.00
High School	11-310-11	Paint stadium light towers needs to go 10-11	35,000.00				35,000.00
High School	11-310-3	Running track surface				58,000.00	58,000.00
District Wide	11-005-4	Auditorium house lighting				25,000.00	25,000.00
District Wide	11-005-12	shades 10-11				10,000.00	10,000.00
District Wide	11-005-5	Contingency		20,000.00			20,000.00
District Wide	11-005-13	Auditorium Rigging System phase 1				62,000.00	62,000.00
High School	11-310-6	Fire Marshal HS			150,000.00		150,000.00
Middle School	11-310-6	Fire Marshal MS			100,000.00		100,000.00
High School		Hallway Locker Removal outside media ctr		10,000.00			10,000.00
Middle School		Hallway Locker Removal outside media ctr		0.00			0.00
District Wide	11-005-8	Metasys Software Update energy mngmt		7,500.00			7,500.00
District Wide	11-005-9	Roof Repair - patch work		15,000.00			15,000.00
District Wide	11-005-10	Grounds Work - fill Hayes		7,000.00			7,000.00
District Wide		Better signage phase 1		20,000.00			20,000.00
District Wide		Rain garden project		10,000.00			10,000.00
Stevenson		Security Doors	40,000.00				40,000.00
Hayes		Security Doors	40,000.00				40,000.00
Hayes		Facility modification due to program changes	25,000.00				25,000.00
Stevenson		Facility modification due to program changes	25,000.00				25,000.00
District Wide		H/S BASELINE			130,216.00		130,216.00
		Annual Fixed Costs					0.00
Leases	11-005-7	Security system, pagers, Suburban		33,000.00			33,000.00
Grounds equipment	11-005-7	Mower		15,000.00			15,000.00
Auditorium	11-005-7	Rigging system		3,000.00			3,000.00
Water pipes	11-005-7	MS - pipe repair		3,200.00			3,200.00
Paint	11-005-7	General		16,000.00			16,000.00

EXPENDITURES BY SOURCE

			Cap Proj	Oper Cap	H&S	Def Maint	Annual
Site	Project #	Description	Levy	Levy & Aid	Levy	Levy & Aid	Total
Gym floors	11-005-7	Refurbish all wood floors - materials only		16,000.00			16,000.00
Custodian Equipment	11-005-7	Floor scrubber		14,000.00			14,000.00
Motors	11-005-7	Heating and cooling		3,000.00			3,000.00
Mechanical/roof maint	11-005-7	Misc items		35,000.00			35,000.00
Total Fixed	138,200.00	Other Programs	413,450.50	583,771.00	0.00	0.00	997,221.50
		Totals Expenditures	959,800.50	811,471.00	387,216.00	261,650.00	2,420,137.50
		Balance 06/30/11	(132,899.50)	(100,700.00)	213,748.00	(72,130.09)	(91,981.59)
		Reserve Fund Balance 6/30/10	412,932.00	377,943.00	(231,096.69)	72,155.49	631,933.80
		Reserve Fund Balance 6/30/11	280,032.50	277,243.00	(17,348.69)	25.40	539,952.21

Fridley School District Facilities Projects FY 11-12

REVENUE SOURCES

		Cap Proj	Oper Cap	H&S	Def Maint	Annual
		Levy	Levy & Aid	Levy	Levy & Aid	Total
	Facilities	413,450.50	127,000.00	166,971.17	175,664.49	883,086.16
	other	413,450.50	583,771.00		0.00	997,221.50
	Total Revenue	826,901.00	710,771.00	166,971.17	175,664.49	1,880,307.66

EXPENDITURES BY SOURCE

Site	Project #	Description	Cap Proj	Oper Cap	H&S	Def Maint	Annual
			Levy	Levy & Aid	Levy	Levy & Aid	Total
Middle School	12-320-2	NW Corner roof	257,000.00		4,000.00		261,000.00
Middle School	12-320-2	Roof, 1965 addition west gym	140,000.00		3,500.00		143,500.00
High School	12-310-1	Irrigation pump rebuild				33,000.00	33,000.00
District Wide	12-005-3	Contingency		25,000.00			25,000.00
Middle School	12-320-09	MS pool doors interior		20,000.00			20,000.00
High School	12-310-06	tennis courts resurface				40,000.00	40,000.00
High School	12-320-07	tennis courts resurface				35,000.00	35,000.00
RLS, Hayes	12-005-10	Bradley sinks			3,000.00	30,000.00	33,000.00
High School	12-310-11	Interior Security Doors by 171		14,000.00			14,000.00
Middle School	12-320-5	paint lockers MS MOVE TO 11-12	30,000.00			0.00	30,000.00
Middle School	12-320-08	MS pool filtration system		50,000.00	5,000.00	27,000.00	82,000.00
Middle School		Joint City/Community/ISD 14 Warming House/Concessions					0.00
District Wide		H/S BASELINE 1.03			134,122.48		134,122.48
		Annual Fixed Costs					
Inflation	1.03						
Leases	12-005-4	Security system, pagers, Suburban		33,990.00			33,990.00
Grounds equipment	12-005-4	Mower		15,450.00			15,450.00
Auditorium	12-005-4	Rigging system		3,090.00			3,090.00
Water pipes	12-005-4	MS - pipe repair		3,296.00			3,296.00
Paint	12-005-4	General		16,480.00			16,480.00
Gym floors	12-005-4	Refurbish all wood floors - materials only		16,480.00			16,480.00
Custodian Equipment	12-005-4	Floor scrubber		14,420.00			14,420.00
Motors	12-005-4	Heating and cooling		3,090.00			3,090.00
Mechanical/roof maint	12-005-4	Misc items		36,050.00			36,050.00
Total Fixed	142,346.00	Other Programs	413,450.50	583,771.00	0.00	0.00	997,221.50
		Totals Expenditures	840,450.50	835,117.00	149,622.48	165,000.00	1,990,189.98
		Balance 06/30/12	(13,549.50)	(124,346.00)	17,348.69	10,664.49	(109,882.32)
		Reserve Fund Balance 6/30/11	280,032.50	277,243.00	(17,348.69)	25.40	539,952.21
		Reserve Fund Balance 6/30/12	266,483.00	152,897.00	0.00	10,689.89	430,069.89

Fridley School District Facilities Projects FY 12-13

			Cap Proj	Oper Cap	H&S	Def Maint	Annual
REVENUE SOURCES			Levy	Levy & Aid	Levy	Levy & Aid	Total
			413,450.50	127,000.00	190,146.15	175,664.49	906,261.14
		other	413,450.50	583,771.00		0.00	997,221.50
		Total Revenue	826,901.00	710,771.00	190,146.15	175,664.49	1,903,482.64

EXPENDITURES BY SOURCE

Site	Project #	Description	Cap Proj Levy	Oper Cap Levy & Aid	H&S Levy	Def Maint Levy & Aid	Annual Total
High School		Reroof HS gymnasium	285,200.00				285,200.00
High School		HS gymnasium engineering reroof	30,000.00				30,000.00
High School		HS Replace carpeting class Rooms only		130,000.00			130,000.00
Stevenson		Replace exterior doors 1 door #4			2,000.00	20,000.00	22,000.00
Hayes		Replace exterior doors 2 doors #4 & #10			4,000.00	40,000.00	44,000.00
High School		Cafeteria floor tile			20,000.00	30,000.00	50,000.00
Middle School		Classroom Floor Tile			26,000.00	30,000.00	56,000.00
District Wide		Contingency				30,000.00	30,000.00
District Wide		H/S BASELINE 1.03			138,146.15		138,146.15
		Annual Fixed Costs					
Inflation	1.03						
Leases		Security system, pagers, Suburban		35,009.70			35,009.70
Grounds equipment		Mower		15,913.50			15,913.50
Auditorium		Rigging system		3,182.70			3,182.70
Water pipes		MS - pipe repair		3,394.88			3,394.88
Paint		General		16,974.40			16,974.40
Gym floors		Refurbish all wood floors - materials only		16,974.40			16,974.40
Custodian Equipment		Floor scrubber		14,852.60			14,852.60
Motors		Heating and cooling		3,182.70			3,182.70
Mechanical/roof maint		Misc items		37,131.50			37,131.50
Total Fixed	146,616.38	Other Programs	413,450.50	583,771.00	0.00	0.00	997,221.50
		Totals Expenditures	728,650.50	860,387.38	190,146.15	150,000.00	1,929,184.03
		Balance 06/30/13	98,250.50	(149,616.38)	0.00	25,664.49	(25,701.39)
		Reserve Fund Balance 6/30/12	266,483.00	152,897.00	0.00	10,689.89	430,069.89
		Reserve Fund Balance 6/30/13	364,733.50	3,280.62	0.00	36,354.38	404,368.50

Fridley School District Facilities Projects FY 13-14

REVENUE SOURCES

			Cap Proj	Oper Cap	H&S	Def Maint	Annual
			Levy	Levy & Aid	Levy	Levy & Aid	Total
			413,450.50	127,000.00	152,290.54	175,664.49	868,405.53
		other	413,450.50	583,771.00		0.00	997,221.50
		Total Revenue	826,901.00	710,771.00	152,290.54	175,664.49	1,865,627.03

EXPENDITURES BY SOURCE

Site	Project #	Description	Cap Proj Levy	Oper Cap Levy & Aid	H&S Levy	Def Maint Levy & Aid	Annual Total
Stevenson		Stevenson roof instructional area	752,000.00	0.00	10,000.00	0.00	762,000.00
High School		HS Replace carpeting Offices, Media, Aud, Misc	25,000.00	30,000.00		90,000.00	145,000.00
District Wide		Parking lot seal coat HS, MS				90,000.00	90,000.00
District Wide		CONTIGENCY				30,000.00	30,000.00
District Wide		H/S BASELINE 1.03			142,290.54		142,290.54
		Annual Fixed Costs					
Inflation	1.03						
Leases		Security system, pagers, Suburban		36,059.99			36,059.99
Grounds equipment		Mower		16,390.91			16,390.91
Auditorium		Rigging system		3,278.18			3,278.18
Water pipes		MS - pipe repair		3,496.73			3,496.73
Paint		General		17,483.63			17,483.63
Gym floors		Refurbish all wood floors - materials only		17,483.63			17,483.63
Custodian Equipment		Floor scrubber		15,298.18			15,298.18
Motors		Heating and cooling		3,278.18			3,278.18
Mechanical/roof maint		Misc items		38,245.45			38,245.45
Total Fixed	151,014.87	Other Programs	413,450.50	532,771.00	0.00	0.00	997,221.50
		Totals Expenditures	1,190,450.50	713,785.87	152,290.54	210,000.00	2,317,526.91
		Balance 06/30/14	(363,549.50)	(3,014.87)	0.00	(34,335.51)	(451,899.88)
		Reserve Fund Balance 6/30/13	364,733.50	3,280.62	0.00	36,354.38	404,368.50
		Reserve Fund Balance 6/30/14	1,184.00	265.75	0.00	2,018.87	3,468.62

Fridley School District Facilities Projects FY 14-15
 PLAN ON LOWER EXPENDITURES BECAUSE OF ROOF PROJECT IN 13-14

REVENUE SOURCES

			Cap Proj	Oper Cap	H&S	Def Maint	Annual
			Levy	Levy & Aid	Levy	Levy & Aid	Total
			413,450.50	127,000.00	148,559.26	175,664.49	864,674.25
		other	413,450.50	583,771.00		0.00	997,221.50
		Total Revenue	826,901.00	710,771.00	148,559.26	175,664.49	1,861,895.75

EXPENDITURES BY SOURCE

			Cap Proj	Oper Cap	H&S	Def Maint	Annual
Site	Project #	Description	Levy	Levy & Aid	Levy	Levy & Aid	Total
District Wide		parking lots seal coating FCC, Hayes, RLS				65,000.00	65,000.00
FCC/ELEM		Tuck pointing and caulking				60,000.00	60,000.00
Middle School		Roof north office area	144,000.00		2,000.00		146,000.00
District Wide		CONTIGENCY				30,000.00	30,000.00
FCC		FCC replace carpeting (city coop)	130,000.00	0.00			130,000.00
District Wide		H/S BASELINE			146,559.26		146,559.26
	Annual Fixed Costs						
Inflation	1.03						
Leases		Security system, pagers, Suburban		37,141.79			37,141.79
Grounds equipment		Mower		16,882.63			16,882.63
Auditorium		Rigging system		3,376.53			3,376.53
Water pipes		MS - pipe repair		3,601.63			3,601.63
Paint		General		18,008.14			18,008.14
Gym floors		Refurbish all wood floors - materials only		18,008.14			18,008.14
Custodian Equipment		Floor scrubber		15,757.12			15,757.12
Motors		Heating and cooling		3,376.53			3,376.53
Mechanical/roof maint		Misc items		39,392.81			39,392.81
Total Fixed	155,545.32	Other Programs	413,450.50	554,771.00	0.00	0.00	997,221.50
		Totals Expenditures	687,450.50	710,316.32	148,559.26	155,000.00	1,730,326.07
		Balance 06/30/15	139,450.50	454.68	0.00	20,664.49	131,569.67
		Reserve Fund Balance 6/30/14	1,184.00	265.75	0.00	2,018.87	3,468.62
		Reserve Fund Balance 6/30/15	140,634.50	720.43	0.00	22,683.36	164,038.29

Fridley School District Facilities Projects Beyond

EXPENDITURES BY SOURCE

Site	Project #	Description	Cap Proj Levy	Oper Cap Aid	H&S Levy	Def Maint Levy	Annual Total
District Wide		Exterior siding on auditorium	Unknown				\$0.00
District Wide		Elementary security doors Front Ent.		\$31,200.00			\$31,200.00
District Wide		Athletic facility plan					\$0.00
District Wide		Athletic Ground Upgrades		\$30,000.00			\$30,000.00
							\$0.00
FCC		FCC reroof south addition	\$62,088.00				\$62,088.00
FCC		Door to exterior for Daycare		\$27,000.00			\$27,000.00
Hayes		Hayes window replacement		\$50,000.00		option	\$50,000.00
Hayes		Hayes replace door hardware		\$15,000.00		option	\$15,000.00
Hayes		Hayes replace carpet		\$117,000.00			\$117,000.00
Hayes	regs ???	Hayes Under ground storage tanks		\$50,000.00			\$50,000.00
Hayes		Hayes fire sprinkle hallways and gathering areas					\$0.00
High School		Roof top units replacement 7	280,000.00				\$280,000.00
High School		HS Relamp stadium lights		\$60,000.00	\$6,000.00	option	\$66,000.00
High School		HS ceramic tile floor in locker rooms		\$32,000.00			\$32,000.00
High School		HS music room storage		\$70,000.00			\$70,000.00
High School		HS Recover auditorium Chairs		\$180,000.00		option	\$180,000.00
High School		HS update irrigation system (automation)		\$22,000.00			\$22,000.00
High School		HS replace auditorium wall partition		\$28,000.00		option	\$28,000.00
High School		HS replace main gym floor		\$160,000.00	\$30,000.00	option	\$190,000.00
High School		HS Replace gymnasium bleachers		\$200,000.00			\$200,000.00
High School	regs ???	HS Under ground storage tanks		\$100,000.00			\$100,000.00
High School		HS Renovate Cafeteria Rest Rooms 1 side		\$250,000.00	\$20,000.00		\$270,000.00
High School		HS tuck pointing and caulking				\$100,000.00	\$100,000.00
High School		HS fire sprinkle hallways, science, common areas					\$0.00
Middle School		roof top units replacement 5	200,000.00				\$200,000.00
Middle School		MS Install hallway security doors		\$14,000.00			\$14,000.00
Middle School		MS irrigation update (automation)		\$26,000.00			\$26,000.00
Middle School		MS replace east gym floor		\$125,000.00	\$30,000.00	option	\$155,000.00
Middle School		MS replace west gym floor		\$125,000.00	\$30,000.00	option	\$155,000.00
Middle School		MS replace carpet		\$49,000.00			\$49,000.00
Middle School		Fire sprinkle hallways, science, common areas					
Stevenson		Stevenson window replacement		\$50,000.00		option	\$50,000.00
Stevenson		Stevenson replace door hardware		\$15,000.00		option	\$15,000.00
Stevenson		Stevenson paint gym				\$12,000.00	\$12,000.00
Stevenson		Stevenson replace carpet		\$117,000.00			\$117,000.00
Stevenson		<u>Added Bus Parking (Attachment)</u>		\$156,000.00			\$156,000.00
Stevenson	regs ???	Stevenson Under ground storage tanks		\$56,000.00			\$56,000.00
Stevenson		RLS fire sprinkle hallways, common areas					

Fridley School District Facilities Projects Beyond

EXPENDITURES BY SOURCE

Site	Project #	Description	Cap Proj Levy	Oper Cap Aid	H&S Levy	Def Maint Levy	Annual Total
	Annual Fixed Costs						
Inflation	1.03						
Leases		Security system, pagers, Suburban		\$38,256.04			\$38,256.04
Grounds equipment		Mower		\$17,389.11			\$17,389.11
Auditorium		Rigging system		\$3,477.82			\$3,477.82
Water pipes		MS - pipe repair		\$3,709.68			\$3,709.68
Paint		General		\$18,548.39			\$18,548.39
Gym floors		Refurbish all wood floors - materials only		\$18,548.39			\$18,548.39
Custodian Equipment		Floor scrubber		\$16,229.84			\$16,229.84
Motors		Heating and cooling		\$3,477.82			\$3,477.82
Mechanical/roof maint		Misc items		\$40,574.59			\$40,574.59
Total Fixed		160,211.68					
		Totals	\$542,088.00	\$2,315,411.68	\$116,000.00	\$112,000.00	\$3,085,499.68