



## Fridley Public Schools School Board Business Meeting Agenda

Tuesday, May 19, 2020 at 7:30 PM

Virtual Meeting

Fridley Public Access Channel 14

<https://www.youtube.com/FridleyPublicSchoolsMN/videos>

Fridley, MN 55432-3009

---

**A. Call to Order, Pledge of Allegiance**

**B. Approval of Agenda with Suggested Motions and Resolutions**

1. Suggested Motions and Resolutions

**C. Spotlight on Recognition**

1. Employee of the Month
2. 2019-2020 Retirees
3. Tigers United

**D. Superintendent and Staff Reports**

1. Stevenson Presentation
2. Hayes Presentation - Video

**E. Business Action Items**

1. Motion: Administration Master Agreement 2019-2021
2. Motion: Second Reading and Adoption of Policies
  - a. Policy 421 Gifts to Employees and School Board Members
  - b. Policy 510 School Activities
  - c. Policy 703 Annual Audit
  - d. Policy 820 Disposition of Obsolete Equipment
3. Motion: Approval of the School Board 2020-2021 Meeting Calendar

**F. Consent Agenda**

1. Minutes of the School Board Business Meeting, Closed Session and Work Session Held on April 21, 2020
2. Monthly Financial Reports
3. New Contracts, Amendments, Leaves of Absence, Terminations, Resignations, and Retirements
4. MOU for Probationary Teachers

**G. Written Information**

**H. Reports From School Board Members**

1. Association of Metropolitan School Districts (AMSD) Board Meeting held on May 1, 2020
2. NE Metro 916 Board Meeting held on May 6, 2021

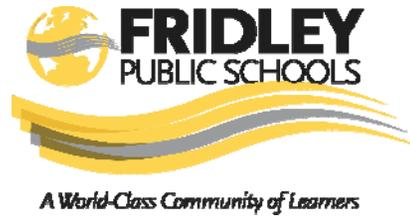
**I. Important Future School Board Dates**

1. AMSD Board Meeting
  - May 22, 2020 7:00 AM
  - Quora Education Center
2. FHS Graduation
  - June 4, 2020

3. NE Metro 916 Board Meeting  
June 3, 2020 6:00 PM  
Bellaire School

4. Fridley Public Schools Board Meeting  
June 16, 2020  
Work Session, 5:30 PM  
Open Forum, 7:00 PM  
Business Meeting, 7:30 PM

**J. Adjournment**



# Employee of the Month

May 2020

**Employee of the Month for  
May 2020:**

**Nick Fletcher**



Nick Fletcher  
Employee of the Month – May 2020

Employee of the month for the month of May is Nick Fletcher, Systems Administrator at Fridley Public Schools.

At Fridley Public Schools we are very fortunate to have Nick Fletcher as our Systems Administrator.

Nick takes care of all of our infrastructure and “behind the scenes” systems that are essential to our day-to-day operations. He ensures that we have the systems up and running that make it possible for us to do our jobs and to Teach our students every day.

He is also a mentor for the Technology Department staff and shares his knowledge and expertise in order for them to grow more skilled at their jobs. He is always willing to assist in supporting our staff and students too.

Nick is a Team player and has strong collaborative skills that are essential for the execution of the many technical projects that are done for the district. For each project or task, he understands the importance of the planning, testing and implementation in order for the project to be successful. He is always thinking of the needs of the students and staff in order to provide them with the best possible experience.

- Yvonne Anderson, Director of Technology



*A World-Class Community of Learners*

# **Fridley Public Schools Retirees 2019-2020**

# Over 301 years of service!



**Janice Anderson-Corey**  
Speech Therapist



**Mary Jo Eukel**  
Special Education at FMS



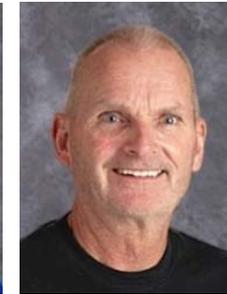
**Laura Hengen**  
Receptionist at RLS



**Rachel Imholte**  
Teacher at FHS



**Jonele Jensen**  
Secretary at FCC



**Jim MacDonald**  
Teacher at FHS



**Lynn Mokita**  
Paraprofessional



**Lynn Phillips**  
Teacher at Hayes



**Barb Rohan**  
Paraprofessional



**Margo Rothenbacher**  
Counselor at Hayes



**Kristi Sabby**  
Tiger Club Coordinator



**Sue Skarolid**  
Teacher at RLS



**Daryl Vossler**  
Principal at RLS

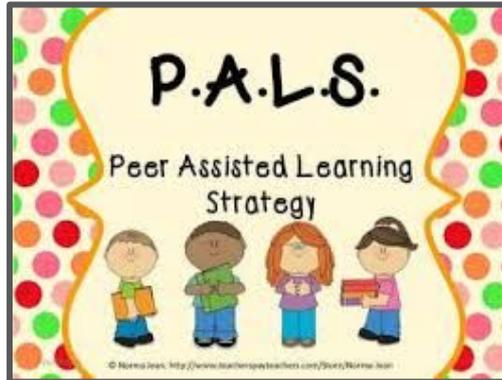


**R.L. STEVENSON  
ELEMENTARY SCHOOL**

**Fridley School Board  
2019- 2020**

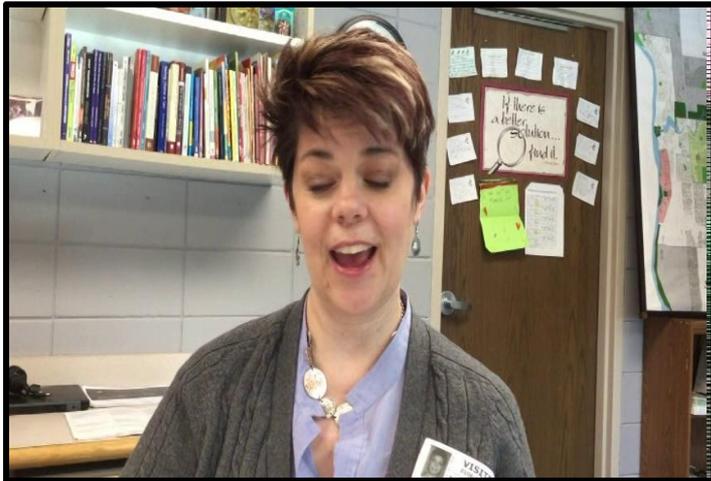


# Giving our Scholars what they Need



# The Loop!

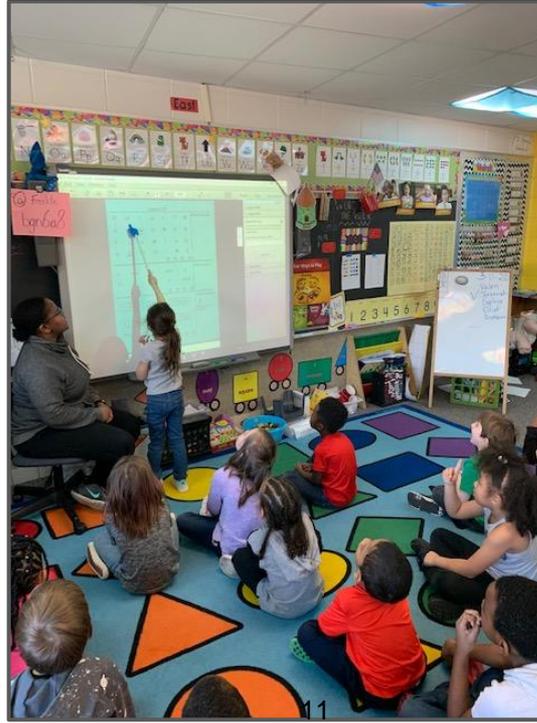
- 2nd and 3rd grade
- Strong classroom community
- Jump start for grade 3
- Historical large academic gains



# Peer Assisted Learning Systems (PALS) for K & Gr. 1



Teacher Models

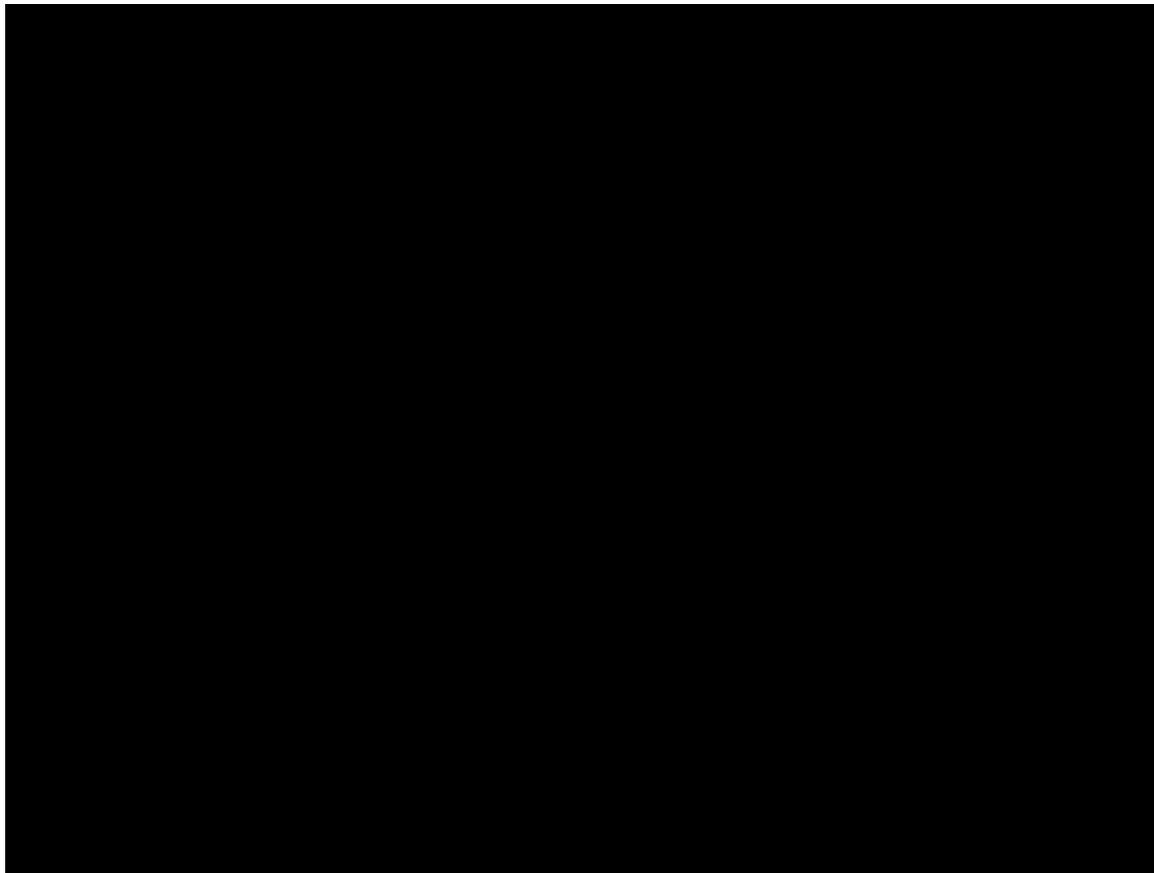


Student Models

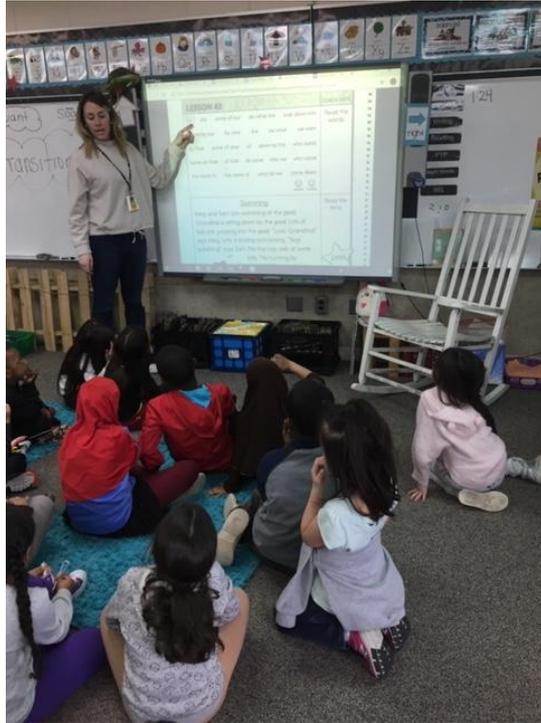


Students Practice

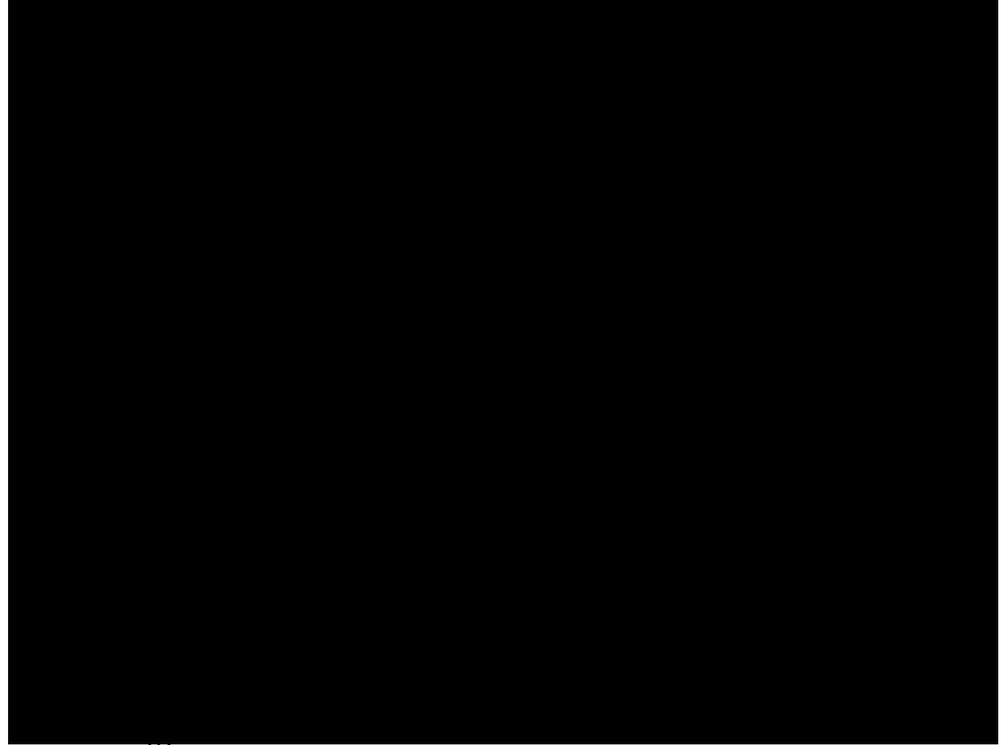
# Kindergarten PALS in action...



# PALS in First Grade



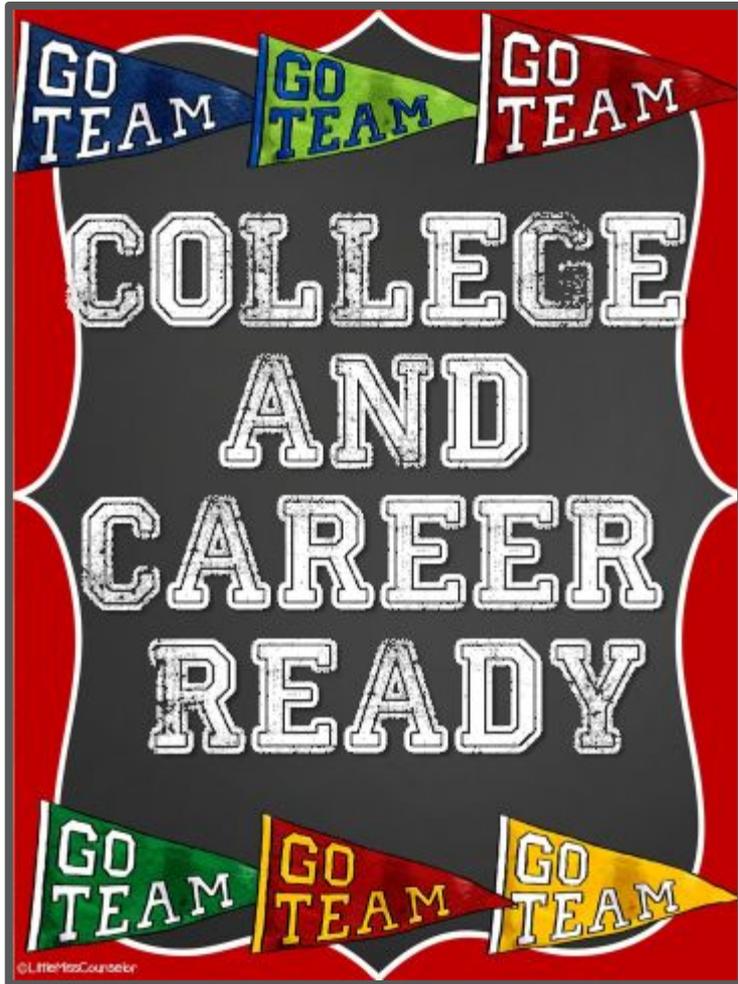
Teacher Models



Students Practice

# Why Graduation and Career Readiness Matters

## An Equity Lens



# Education and Career Month

- Daily morning announcements
- Classroom lessons
- Morning meeting prompts
- Career bingo
- Weekly Broadcast
  - College visits
  - Spotlights on careers!
- Career pathway display
- College pennants and swag
- Career dress up day



# Lego Jr Team



# STEM Lab Coming Soon! \$25,000

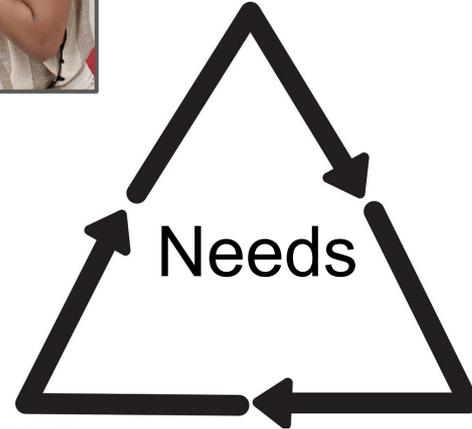


**We will continue to build the lab as we plan STEM lessons within our curriculum!**

# PART 2 - Distance Learning



Families



Stevenson Staff

Students

18



# Morning Meetings

- Connect with classmates!
- Time to share
- Learn plan for the day
- Optional
- Supporting staff join



# Quality Instruction

Good Morning Everyone!



Happy Birthday Amira!!!



 Morning Meeting

Good morning!

It's Would You Rather  
Wednesday!

Think about your answer to this question:

**Would you rather ride a  
skateboard or a bike? Why?**

Click on the flip grid picture to record  
your answer.

20

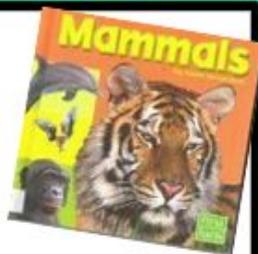


Flipgrid



## Reading

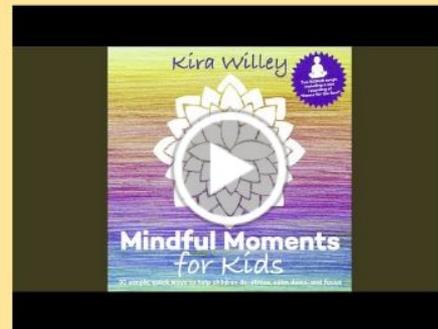
Listen to the book, *Mammals*, below.



Move to the next slide to complete the classification table for mammals.



## Mindful Moment





Must Do



# Math

Solve the subtraction problems below using a math drawing. Click in the box to type your answer.

$$\begin{array}{r} 79 \\ - 27 \\ \hline \end{array}$$

$$\begin{array}{r} 63 \\ - 48 \\ \hline \end{array}$$

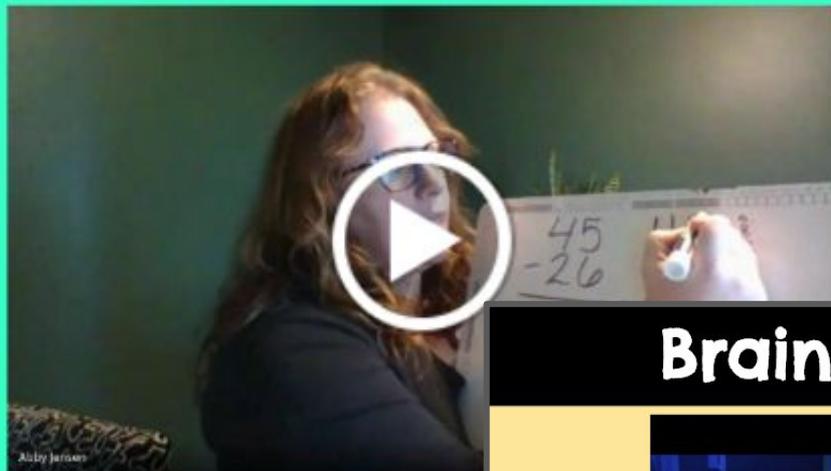
$$\begin{array}{r} 45 \\ - 26 \\ \hline \end{array}$$



TIP:

Check your answers with addition

Watch the video to solve these problems with Ms. Jensen.

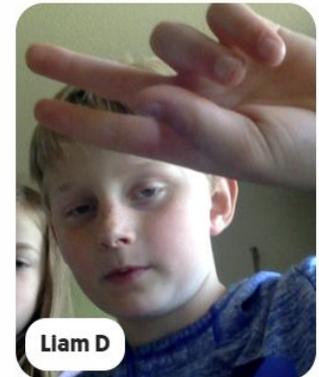
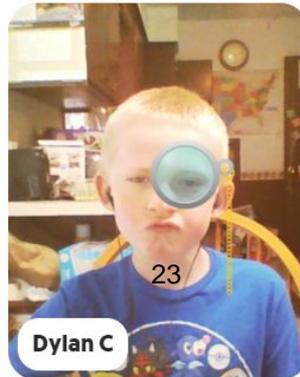
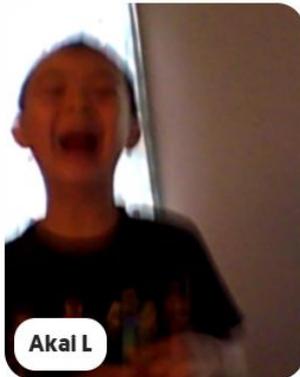
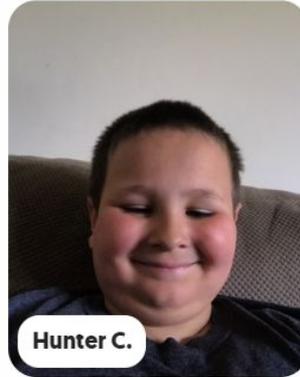


## Brain Break!



INTO THE UNKNOWN

# Number Talks at Home: [Flipgrid](#)



# Optional Activities

You can do these AFTER the MUST DO activities.

## Reading



May Do

- Read books in [Raz Kids](#).
- Read books in [EPIC!](#)

Class code: [lxa7617](#)

- Listen to an adult read a book to you.
- Read a book outside!

## Writing



May Do

- Write 3 facts and opinions about your family.
- [Typing Club](#)
- [Freckle ELA](#)

## Math

- Play a math card game with your family. Click [here](#) for some ideas.
- Try solving other subtraction problems with a two-digit total with a math drawing.
- [Freckle](#)
- [Prodigy](#)
- [code.org](#)

# “Stevenson Scoop”

A SENSE OF COMMUNITY

LEARNING OPPORTUNITIES

FUN!

COMMUNICATION

RECOGNITION

PBIS

STUDENT LEADERSHIP



**Master Agreement**

***Between***

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

***And***

**Fridley Association of  
School Principals**

**July 1, 2019 Through June 30, 2021**

## TABLE OF CONTENTS

<i>TABLE OF CONTENTS</i> .....	1
<i>ARTICLE I PARTIES AND EFFECT</i> .....	4
Section 1. Parties: .....	4
Section 2. Effect: .....	4
<i>ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE</i> .....	4
Section 1. Recognition: .....	4
<i>ARTICLE III DEFINITIONS</i> .....	4
Section 1. Administrator: .....	4
Section 2. Terms and Conditions of Employment: .....	4
<i>ARTICLE IV SCHOOL BOARD RIGHTS</i> .....	5
Section 1. Inherent Managerial Rights: .....	5
Section 2. Management Responsibilities: .....	5
Section 3. Effect of Laws, Rules and Regulations: .....	5
<i>ARTICLE V ADMINISTRATOR AND ASSOCIATION RIGHTS</i> .....	5
Section 1. Right to Views: .....	5
Section 2. Right to Join: .....	5
Section 3. Request for Dues Check-off: .....	6
Section 4. Facilities: .....	6
Section 5. Nondiscrimination Against Members: .....	6
Section 6. Personnel Files: .....	6
Section 7. Notification: .....	7
<i>ARTICLE VI NO STRIKE</i> .....	7
<i>ARTICLE VII BASIC SCHEDULES AND RATES OF PAY</i> .....	7
Section 1. Work Year/Duty Days: .....	7
Section 2. Wages and Salaries: .....	7
<i>ARTICLE VIII INSURANCE PROGRAM</i> .....	7
Section 1. Group Insurance: .....	7
Section 2. Life Insurance: .....	7
Section 3. Dental Plan: .....	8
Section 4. Long Term Disability: .....	8
Section 5. IRS 125B Plan: .....	8
<i>ARTICLE IX LEAVES OF ABSENCE</i> .....	8

Section 1. Sick Leave:.....	8
Section 2. Supplementation to Workers' Compensation Benefits.....	8
Section 3. Vacations: .....	9
Section 4. Sabbatical Leave: .....	9
Section 5. Jury Duty: .....	10
Section 6. Personal Leave:.....	10
Section 7. Child Care Leave:.....	10
Section 8. Aging Parent Leave: .....	12
Section 9. Bereavement Leave: .....	12
Section 10. Leadership Days:.....	12
<b>ARTICLE X GRIEVANCE PROCEDURE.....</b>	<b>12</b>
Section 1. ....	12
Section 2. ....	12
Section 3:.....	13
Section 4. ....	13
Section 5. ....	13
Section 6. ....	13
Section 7. ....	13
<b>ARTICLE XI POSITION CHANGES.....</b>	<b>14</b>
Section 1. Transfer:.....	14
Section 2. Discontinuance of Position: .....	15
Section 3. Seniority:.....	15
<b>ARTICLE XII MISCELLANEOUS .....</b>	<b>15</b>
Section 1. Holidays: .....	15
Section 2. Professional Dues: .....	15
Section 3. Professional Development:.....	15
Section 4. Expenses: .....	16
Section 5. Other Salary Options for Mileage within the Seven County Metropolitan Area:.....	16
Section 6. Other Salary Options for Cell Phone:.....	16
<b>ARTICLE XIII I.R.C. § 403(b) .....</b>	<b>17</b>
Section 1. Matching Annuity: .....	17
Section 2. Eligibility:.....	17
Section 3. District Contribution: .....	17
<b>ARTICLE XIV MEDICAL INSURANCE OPTIONS AFTER RETIREMENT .....</b>	<b>18</b>

*ARTICLE XV RETROACTIVITY AND CONSTITUTIONALITY* ..... 18

    Section 1. Terms and Conditions: .....18

    Section 2. Constitutionality: .....19

*ARTICLE XVI DURATION*..... 19

    Section 1. Terms and Reopening Negotiations: .....19

    Section 2. Finality:.....19

    Section 3. Severability: .....19

*APPENDIX A BASIC SCHEDULES AND RATES OF PAY 2019-2020, 2020-2021* ..... 21

**MASTER AGREEMENT**

**ARTICLE I  
PARTIES AND EFFECT**

***Section 1. Parties:***

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

***Section 2. Effect:***

This Agreement constitutes the full and complete agreement between the School Board and the exclusive representative representing the administrators of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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

**ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

***Section 1. Recognition:***

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

**ARTICLE III  
DEFINITIONS**

***Section 1. Administrator:***

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

***Section 2. Terms and Conditions of Employment:***

Terms and conditions of employment means the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the

term does not mean educational policies of the School District. The terms in both cases are subject to the provisions of M.S. 179.66 regarding the rights of public employees in the scope of negotiations.

#### **ARTICLE IV SCHOOL BOARD RIGHTS**

***Section 1. Inherent Managerial Rights:***

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

***Section 2. Management Responsibilities:***

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

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

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

#### **ARTICLE V ADMINISTRATOR AND ASSOCIATION RIGHTS**

***Section 1. Right to Views:***

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

***Section 2. Right to Join:***

Administrators shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Administrators in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such administrators with the School Board of such unit.

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

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

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

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

**Subd. 3.** The District will promptly remit to the Association treasurer the amount of money deducted each month. With each installment the District will provide to the Association membership chairperson a list of people currently having dues deducted.

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

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

**Section 4. Facilities:**

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

**Section 5. Nondiscrimination Against Members:**

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

**Section 6. Personnel Files:**

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

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

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

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

**Section 7. Notification:**

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

**ARTICLE VI  
NO STRIKE**

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

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

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

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

**Section 2. Wages and Salaries:**

Personnel newly assigned to the positions covered by this Agreement subsequent to the date hereof shall be compensated by the District at a level commensurate with training and experience. Current personnel shall receive the salaries listed on attached Appendix A for the period of July 1, 2019 to June 30, 2021.

**ARTICLE VIII  
INSURANCE PROGRAM**

**Section 1. Group Insurance:**

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

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

**Section 2. Life Insurance:**

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

**Section 3. Dental Plan:**

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

**Section 4. Long Term Disability:**

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

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

The District shall offer a 125B Plan.

**ARTICLE IX  
LEAVES OF ABSENCE**

**Section 1. Sick Leave:**

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

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

- A. An administrator who is absent from work due to a work-related injury and is receiving workers' compensation benefits may elect, in writing, to supplement workers' compensation benefits by using his/her accrued sick leave and/or vacation leave in order to receive the full amount of his/her normal pay.
- B. If an administrator elects to supplement workers' compensation benefits under Section 2 A, the amount of the administrator's accrued sick leave or vacation leave shall be proportionately reduced in the amount of the supplemental pay. Elections will automatically cease when the administrator's accrued sick leave and vacation leave have been exhausted.

- C. In no event shall an election to supplement workers' compensation benefits from accrued sick leave or vacation leave result in an administrator receiving more than his/her normal daily, weekly or monthly pay.
- D. Administrators must provide the documentation needed to determine the supplemental amount payable from accrued sick leave or vacation leave. Elections pursuant to this Section are valid only during periods in which the administrator is receiving workers' compensation benefits.

**Section 3. Vacations:**

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

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

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

**Section 4. Sabbatical Leave:**

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

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

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

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

**Subd. 3. Application:**

- A. The application must be submitted in writing to the Superintendent prior to January 15 of the school year preceding the school year in which the leave is sought.
- B. The application shall contain a detailed description of the intended activity, including but not limited to, the institution where study will take place, courses and number of credits to be carried, and all other details surrounding the program.

**Subd. 4.** The number of administrators on sabbatical leave shall be limited in number to one per year of the administrative staff. If the number of requests exceeds the limitation, priority shall be given on the basis of length of service, contribution to the school system, and the equitable distribution of leaves among the various departments of school service.

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

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

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

**Section 5. Jury Duty:**

**Subd. 1.** All employees shall be granted the additional amount to make up full pay if required to serve on jury duty. The employee must submit the jury duty notification document to human resources prior to entering time off for jury duty. An employee must reimburse the district the full amount earned for the jury duty, less mileage, and provide documentation of the accompanying payment for jury duty.

**Section 6. Personal Leave:**

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

Personal leave will be granted only for the following purposes:

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

**Section 7. Child Care Leave:**

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

**Subd. 2.** An administrator electing childcare leave shall inform the Superintendent in writing of intention to take leave at least three (3) calendar months before commencement of the intended

leave. The commencement of leave shall be advanced to such time as may be necessary to accommodate premature birth.

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

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

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

- A. Grant any leave more than twelve (12) months in duration.
- B. Permit the administrator to return to his or her employment prior to the date designated in the request for childcare leave.

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

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

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

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

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

**Section 8. Aging Parent Leave:**

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

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

**Section 9. Bereavement Leave:**

An employee shall be granted up to five (5) days bereavement leave per occurrence on the determination of the employee due to the death of a member of the family. The family includes spouse, child, parent, sibling, grandchild, niece, nephew, aunt, uncle, grandparent, in-laws of the same degree, other parent of child and regular members of the immediate household. In extenuating circumstances, an employee can request approval from Human Resources for use of this benefit for an individual who is not listed above but who stands in the same relationship with the employee. This leave shall be deducted from sick leave benefits. Additional bereavement leave may be granted at the discretion of the Superintendent or designee.

**Section 10. Leadership Days:**

Leadership days – Principal can trade off up to 5 days identified as leadership days to compensate for responsibilities associated with providing leadership for evening and additional leadership times outside of the contract. These days can only be taken during any non-student contact days (Outside of scheduled training or District activity days). Documentation must be provided by the Principal to the Superintendent, accounting for the leadership days of compensatory time.

**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:**

In the event an administrative position is eliminated or reduced, full-time administrators affected by such may be reassigned to other administrative positions at the same or lower level for which they are qualified. In the event an administrative position is eliminated, and if the administrator does not qualify for any existing administrative position, 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. 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 3. 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 4. 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 5. Other Salary Options for Mileage within the Seven County Metropolitan Area:**

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

Administrators shall be given the following option:

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

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

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

**Section 6. Other Salary Options for Cell Phone:**

Administrators shall be given the following options:

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

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

**ARTICLE XIII**  
**I.R.C. § 403(b)**

**Section 1. Matching Annuity:**

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

**Section 2. Eligibility:**

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

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

**Section 3. District Contribution:**

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

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

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

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

**Subd. 4.** The district match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after the first year of eligibility.

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

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

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

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

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

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

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

**Subd 1.** An administrator who retires pursuant to this Article shall be eligible to continue participation in the District's group medical hospitalization insurance plan. Retirement is defined as drawing state pension benefits or being at an age with sufficient service requirements to qualify for the pension benefits.

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

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

**Subd 4.** The administrator may participate in all other insurance programs (such as life insurance, dental insurance, etc.) of the District on a self-pay basis subject in each case to the approval and terms of the insurance carrier. The District shall not pay any part of the premium costs for these plans. It is the responsibility of such an administrator to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance and on such dates as determined by the School District.

#### **ARTICLE XV RETROACTIVITY AND CONSTITUTIONALITY**

**Section 1. Terms and Conditions:**

Terms and conditions of this contract shall be retroactive to the date each employee began work on the 2019-2021 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, 2019, through June 30, 2021, 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, 2019 it shall give written notice of such intent no later than May 1, 2021. Unless otherwise mutually agreed, the parties shall not commence negotiations more than one hundred twenty (120) days prior to the expiration of this Agreement.

**Section 2. Finality:**

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

**Section 3. Severability:**

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

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

**FOR FRIDLEY SCHOOL ADMINISTRATORS**

**FOR INDEPENDENT SCHOOL  
DISTRICT 14**

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

\_\_\_\_\_  
MaryKay Delvo, School Board Chair

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

\_\_\_\_\_  
Carol Thornton, School Board Clerk

**APPENDIX A  
BASIC SCHEDULES AND RATES OF PAY  
2019-2020, 2020-2021**

<b>2019-2020</b>	<b>HS Principal</b>	<b>MS Principal</b>	<b>Elementar y Principal</b>	<b>ALC Principal</b>	<b>HS Assistant Principal</b>	<b>MS Assistant Principal</b>
Step 1	129,947	125,758	121,564	116,122	110,785	109,745
Step 2	133,227	128,967	124,660	119,091	113,606	112,537
Step 3	136,597	132,176	127,752	122,074	116,427	115,331
Step 4	139,925	135,386	130,845	125,031	119,250	118,124
Step 5	143,253	138,595	133,940	128,002	122,074	120,919
Step 6	143,253	138,595	133,940	128,002	122,074	120,919
Step 7	143,253	138,595	133,940	128,002	122,074	120,919
Step 8	143,253	138,595	133,940	128,002	122,074	120,919
Step 9*	146,253	141,595	136,940	131,002	125,074	123,919
*Step 9 is figured by taking step 6 plus \$3,000						

<b>2020-2021</b>	<b>HS Principal</b>	<b>MS Principal</b>	<b>Elementar y Principal</b>	<b>ALC Principal</b>	<b>HS Assistant Principal</b>	<b>MS Assistant Principal</b>
Step 1	131,896	127,644	123,387	117,864	112,447	111,391
Step 2	135,225	130,902	126,530	120,877	115,310	114,225
Step 3	138,646	134,159	129,668	123,905	118,173	117,061
Step 4	142,024	137,417	132,808	126,906	121,039	119,896
Step 5	145,402	140,674	135,949	129,922	123,905	122,733
Step 6	145,402	140,674	135,949	129,922	123,905	122,733
Step 7	145,402	140,674	135,949	129,922	123,905	122,733
Step 8	145,402	140,674	135,949	129,922	123,905	122,733
Step 9*	148,402	143,674	138,949	132,922	126,905	125,733
*Step 9 is figured by taking step 8 plus \$3,000						



# FRIDLEY PUBLIC SCHOOLS

## Fridley Public Schools Policies Presented for Second Reading May 19, 2020

#	Policy Name	Change/Revision
421	Gifts to Employees and School Board Members	III. Definitions, C. Financial interest added
510	School Activities	MSBA policy alignment; removed items that were Fridley specific and also covered in the student-parent handbook.
703	Annual Audit	Changed III.E to the Minnesota Legal Compliance <b>AUDIT</b> Guide
802	Disposition of Obsolete Equipment	IV. H. 1. Added tablet device IV. H. 1. e added charitable organization IV. H. 2 added for selling/giving away equipment All per MSBA policy alignment





A World-Class Community of Learners

---

*Fridley Public Schools is committed to creating a welcoming, respectful environment that provides an equitable and inclusive education for each student, staff and community member by ensuring that opportunities, access, and resources are aligned to support the growth and academic achievement of each student.*

---

## **421 Gifts to Employees and School Board Members**

### **I. Purpose**

The purpose of this policy is to avoid the appearance of impropriety or the appearance of a conflict of interest with respect to gifts given to school district employees and School Board Members.

### **II. General Statement of Policy**

- A. The school district recognizes that students, parents, and others may wish to show appreciation to school district employees. The policy of the school district, however, is to discourage gift-giving to employees, and to encourage donors instead to write letters and notes of appreciation or to give small tokens of gratitude as memorabilia.
- B. A violation of this policy occurs when any employee solicits, accepts, or receives either by direct or indirect means, a gift from a student, parent, or other individual or organization of greater than nominal value.
- C. A violation of this policy occurs when any employee to solicits, accepts, or receives a gift from a person or entity doing business with or seeking to do business with the school district. Employees may accept items of insignificant value of a promotional or public relations nature or a plaque with a resale value of \$5 or less with an inscription recognizing an individual for an accomplishment. The superintendent has discretion to determine what value is “insignificant.”
- D. Teachers may accept from publishers, free samples of textbooks and related teaching materials.
- E. This policy applies only to gifts given to employees where the donor’s relationship with the employee arises out of the employee’s employment with the school district. It does not apply to gifts given to employees by personal friends, family members, other employees, or others unconnected to the employee’s employment with the school district.
- F. An elected or appointed member of a School Board, a school superintendent, a school principal, or a district school officer, including the school business official, may not accept a gift from an interested person.

### **III. Definitions**

- A. “Gift” means money, real or personal property, a service, a loan, a forbearance or forgiveness of indebtedness, or a promise of future employment, that is given without something of equal or greater value being received in return.



A World-Class Community of Learners

---

*Fridley Public Schools is committed to creating a welcoming, respectful environment that provides an equitable and inclusive education for each student, staff and community member by ensuring that opportunities, access, and resources are aligned to support the growth and academic achievement of each student.*

---

- B. “Interested person” means a person or a representative of a person or association that has a direct financial interest in a decision that a School Board member, a superintendent, a school principal, or a district school officer is authorized to make.
- C. “Financial interest” means any ownership or control in an asset which has the potential to produce a monetary return.

#### **IV. Procedures**

Any employee considering the acceptance of a gift shall confer with the administration for guidance related to the interpretation and application of this policy.

#### **V. Violations**

Employees who violate the provisions of this policy may be subject to discipline, which may include reprimand, suspension, and/or termination or discharge.

#### ***Legal References:***

Minn. Stat. § 10A.07 (Conflicts of Interest)

Minn. Stat. § 10A.071 (Prohibition of Gifts) Minn. Stat. § 15.43 (Acceptance of Advantage by State Employee; Penalty) Minn. Stat. § 471.895 (Certain Gifts by Interested Persons Prohibited)

#### ***Cross References:***

MSBA/MASA Model Policy 209 (Code of Ethics)

MSBA/MASA Model Policy 210 (Conflict of Interest – School Board Members)

MSBA/MASA Model Policy 306 (Administrator Code of Ethics)

Adopted as Policy 11.301 May 20 1986

Revised December 16, 1986

Revised as Policy 495 October 16, 2007

Revised February 17, 2015

Revised September 18, 2018

Revised May 19, 2020

## **510 SCHOOL ACTIVITIES**

### **I. PURPOSE**

The purpose of this policy is to impart to students, employees and the community the school district's policy related to the student activity program.

### **II. GENERAL STATEMENT OF POLICY**

School activities provide additional opportunities for students to pursue special interests that contribute to their physical, mental and emotional well-being. They are of secondary importance in relationship to the formal instructional program; however, they complement the instructional program in providing students with additional opportunities for growth and development.

### **III. RESPONSIBILITY**

- A. The School Board expects all students who participate in school sponsored activities to represent the school and community in a responsible manner. All rules pertaining to student conduct and student discipline extend to school activities.
- B. The School Board expects all spectators at school sponsored activities, including parents, employees, and other members of the public, to behave in an appropriate manner at those activities. Students and employees may be subject to discipline and parents and other spectators may be subject to sanctions for engaging in misbehavior or inappropriate, illegal or unsportsmanlike behavior at these activities or events.
- C. The superintendent shall be responsible for disseminating information needed to inform students, parents, staff and the community of the opportunities available within the school activity program and the rules of participation.
- D. Those students who participate in Minnesota State High School League (MSHSL) activities must also abide by the league rules. Those employees who conduct MSHSL activities shall be responsible for familiarizing students and parents with all applicable rules, penalties, and opportunities.
- E. The superintendent or designee shall be responsible for conducting an annual evaluation of school activity programs and presenting the results and any recommendations to the School Board.



A World-Class Community of Learners

---

*Fridley Public Schools is committed to creating a welcoming, respectful environment that provides an equitable and inclusive education for each student, staff and community member by ensuring that opportunities, access, and resources are aligned to support the growth and academic achievement of each student.*

---

- F. The school board will ensure that any funds raised for extracurricular activities will be spent only on extracurricular activities.

***Legal References:***

Minn. Stat. § 123B.49 (Extracurricular Activities; Insurance)

***Cross References:***

MSBA/MASA Model Policy 503 (Student Attendance)

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 713 (Student Activity Accounting)

***School Board Action:***

Adopted as Policy 8.507 November 18, 1975

Revised June 18, 1982

Revised as Policy 510 January 15, 2008

Revised October 21, 2014

Revised May 19, 2020

Second Reading



A World-Class Community of Learners

---

*Fridley Public Schools is committed to creating a welcoming, respectful environment that provides an equitable and inclusive education for each student, staff and community member by ensuring that opportunities, access, and resources are aligned to support the growth and academic achievement of each student.*

---

## 703 Annual Audit

### I. Purpose

The purpose of this policy is to provide for an annual audit of the books and records of the school district in order to comply with law, to provide a permanent record of the financial position of the school district, and to provide guidance to the school district to correct any errors and discrepancies in its practices.

### II. General Statement of Policy

The policy of this school district is to comply with all laws relating to the annual audit of the books and records of the school district.

### III. Requirement

- A. The School Board shall appoint independent certified public accountants to audit, examine and report upon the books and records of the school district. The School Board may enter into a contract with a person or firm to provide the agreed upon services.
- B. After the close of each fiscal year, the books, records and accounts of the school district shall be audited by said independent certified public accountants in accordance with applicable standards and legal requirements. The superintendent and members of the administration shall cooperate with the auditors.
- C. The school district shall, prior to September 15 of each year, submit unaudited financial data for the preceding year to the Commissioner of Education (Commissioner) on forms prescribed by the Commissioner. The report shall also include those items required by Minn. Stat. § 123B.14, Subd. 7.
- D. The school district shall, prior to November 30 of each year, provide to the Commissioner audited financial data for the preceding fiscal year. The school district shall, prior to December 31 of each year, provide to the Commissioner and the State Auditor an audited financial statement in a form that will allow comparison with and correction of material differences in the unaudited data. The audited financial statement must also provide a statement of assurance pertaining to compliance with uniform financial accounting and reporting standards and a copy of the management letter submitted to the school district by its auditor.
- E. The audit must be conducted in compliance with generally accepted governmental auditing standards, the Federal Single Audit Act and the Minnesota Legal Compliance Audit Guide issued by the Office of the State Auditor.



---

*Fridley Public Schools is committed to creating a welcoming, respectful environment that provides an equitable and inclusive education for each student, staff and community member by ensuring that opportunities, access, and resources are aligned to support the growth and academic achievement of each student.*

---

*A World-Class Community of Learners*

- F. The School Board must approve the audit report by resolution or require a further or amended report.
- G. The administration shall report to the School Board regarding any actions necessary to correct any deficiencies or exceptions noted in the audit.
- H. The accounts and records of the school district shall also be subject to audit and inspection by the State Auditor to the extent provided in Minn. Stat. Ch. 6.

***Legal References:***

Minn. Stat. Ch. 6 (State Auditor)

Minn. Stat. § 123B.02 (School District Powers)

Minn. Stat. § 123B.09 (School Board Powers)

Minn. Stat. § 123B.14, Subd. 7 (Duties of School Board Clerk)

Minn. Stat. § 123B.77, Subds. 2 and 3 (Audited Financial Statements; Statement for Comparison and Correction)

***Cross References:***

MSBA/MASA Model Policy 702 (Accounting)

MSBA Service Manual, Chapter 7, Education Funding

***SCHOOL BOARD ACTION:***

Adopted as Policy 10.401

Revised as Policy 703 November 21, 2006

Revised May 19, 2020



A World-Class Community of Learners

---

*Fridley Public Schools is committed to creating a welcoming, respectful environment that provides an equitable and inclusive education for each student, staff and community member by ensuring that opportunities, access, and resources are aligned to support the growth and*

---

## **802 Disposition Of Obsolete Equipment And Material**

### **I. Purpose**

The purpose of this policy is to provide guidelines for the superintendent to assist in timely disposition of obsolete equipment and material.

### **II. General Statement of Policy**

Effective use of school building space, and consideration for safety of personnel, will at times require disposal of obsolete equipment and material.

### **III. Definitions**

- A. "Contract" means an agreement entered into by the school district for the sale of supplies, materials or equipment.
- B. "Official newspaper" is a regular issue of a qualified legal newspaper.

### **IV. Manner of Disposition**

#### A. Authorization

The superintendent shall be authorized to dispose of obsolete equipment and materials by selling it at a fair price consistent with the procedures outlined in this policy. Any sale exceeding the minimum amount for which bids are required must first be specifically authorized by the School Board. The superintendent shall be authorized to properly dispose of used books, materials and equipment deemed to have little or no value.

#### B. Contracts Over \$ 175,000

1. If the value of the equipment or materials is estimated to exceed \$175,000 in total, sealed bids shall be solicited by two weeks' published notice in the official newspaper. This notice shall 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 School Board shall deem necessary.
2. The sale shall be awarded to the highest responsible bidder, be duly executed in writing, and be otherwise conditioned as required by law.
3. A record shall be kept of all bids, with names of bidders and amounts of bids, and an indication of the successful bid. A bid containing an alteration or erasure of any price contained in the bid which is used in determining the highest responsible bid shall be



*Fridley Public Schools is committed to creating a welcoming, respectful environment that provides an equitable and inclusive education for each student, staff and community member by ensuring that opportunities, access, and resources are aligned to support the growth and*

*A World-Class Community of Learners*

- rejected unless the alteration or erasure is corrected by being crossed out and the correction printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid.
4. In the case of identical high bids from two or more bidders, the School Board may, at its discretion, utilize negotiated procurement methods with the tied high bidders so long as the price paid does not go below the high tied bid price. In the case where only a single bid is received, the School Board may, at its discretion, negotiate a mutually agreeable contract with the bidder so long as the price paid does not fall below the original bid. If no satisfactory bid is received, the board may re-advertise.
  5. All bids obtained shall be kept on file for a period of at least one year after their receipt. Every contract made without compliance with the foregoing provisions shall be void.
  6. Data submitted by a business to a school in response to a request for bids are private until opened. Once opened, the name of the bidder and the dollar amount specified become public; all other data are private until completion of the selection process, meaning the school has completed its evaluation and ranked the responses. After completion of the selection process, all data submitted by all bidders are public except trade secret data. If all responses are rejected prior to completion of the selection process, all data remain private, except the name of the bidder and the dollar amount specified which were made public at the bid opening for one year from the proposed opening date or until resolicitation results in completion of the selection process or until a determination is made to abandon the purchase, whichever occurs sooner, at which point the remaining data becomes public. Data created or maintained by the school district as part of the selection or evaluation process are protected as nonpublic data until completion of the selection or evaluation process. At that time, the data are public with the exception of trade secret data.

C. Contracts From \$25,000 to \$175,000

If the amount of the sale is estimated to exceed \$25,000 but not to exceed \$175,000, the contract may be made either upon sealed bids in the manner directed above or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding notice. All quotations obtained shall be kept on file for a period of at least one year after their receipt.

D. Contracts \$25,000 or Less

If the amount of the sale is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the School Board. The sale in the open market may be by auction. If the contract is made upon quotation it shall



---

*Fridley Public Schools is committed to creating a welcoming, respectful environment that provides an equitable and inclusive education for each student, staff and community member by ensuring that opportunities, access, and resources are aligned to support the growth and*

---

A World-Class Community of Learners

be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt.

E. Electronic Sale of Surplus Supplies, Materials, and Equipment

Notwithstanding the other procedural requirements of this policy, the school district may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused through an electronic selling process in which purchasers compete to purchase the supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

F. Notice Of Quotation

Notice of procedures to receive quotations shall be given by publication or other means as appropriate to provide reasonable notice to the public.

G. Sales To Employees

No officer or employee of the school district shall sell or procure for sale or possess or control for sale to any other officer or employee of the school district any property or materials owned by the school district unless sold to a school district employee after reasonable public notice, at public auction or by sealed response, if the employee is not directly involved in the auction or sale process. Reasonable notice shall include at least one week's published or posted notice. A school district employee may purchase no more than one motor vehicle from the school district in any 12-month period. This section shall not apply to the sale of property or materials acquired or produced by the school district in the ordinary course of business. Nothing in this section shall prohibit an employee of the school district from selling or possessing for sale public property if the sale or possession for sale is in the normal course of the employee's duties.

H. Exceptions for Surplus School Computers

1. A school district may bypass the requirements for competitive bidding and is not subject to any other laws relating to school district contracts if it is disposing of surplus school computer and related equipment, including a tablet device, by conveying the property and title to:

- a. another school district;
- b. the state department of corrections;
- c. the board of trustees of Minnesota State Colleges and Universities;



A World-Class Community of Learners

---

*Fridley Public Schools is committed to creating a welcoming, respectful environment that provides an equitable and inclusive education for each student, staff and community member by ensuring that opportunities, access, and resources are aligned to support the growth and*

---

- d. the family of a student residing in the district whose total family income meets the federal definition of poverty.
  - e. A charitable organization under section 501(c)(3) of the Internal Revenue code that is registered with the attorney general's office for educational use.
2. If surplus school computers are not disposed of as described in Paragraph 1., upon adoption of a written resolution of the school board, when updating or replacing school computers, including tablet devices, used primarily by students, the school district may sell or give used computers or tablets to qualifying students at the price specified in the written resolution. A student is eligible to apply to the school board for a computer or tablet under this subdivision if the student is currently enrolled in the school and intends to enroll in the school in the year following the receipt of the computer or tablet. If more students apply for computers or tablets than are available, the school must first qualify students whose families are eligible for free or reduced-price meals and then dispose of the remaining computers or tablets by lottery.

***Legal References:***

Minn. Stat. § 13.591 (Business Data)  
Minn. Stat. § 15.054 (Public Employees Not to Purchase Merchandise From Governmental Agencies; Exceptions; Penalty)  
Minn. Stat. § 123B.29 (Sale of School Building at Auction)  
Minn. Stat. § 123B.52 (Contracts)  
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)  
Minn. Stat. § 645.11 (Published Notice)

***Cross References:***

MSBA Service Manual, Chapter 13, School Law Bulletin "F" (School District Contract and Bidding Procedures)

***SCHOOL BOARD ACTION:***

Adopted September 19, 2000  
Revised as Policy 802 June 18, 2002  
Revised December 16, 2008  
Revised November 20, 2018  
Revised May 19, 2020

## Fridley Public Schools School Board Meeting Calendar 2020-2021 School Year

**Place:** Fridley Community Center, 6085 7<sup>th</sup> Street NE, Fridley, MN 55432

**Date and Time:**

5:30pm - Work Session (1 <sup>st</sup> Tuesday of the month)	5:30pm - Work Session 7:00 pm - Public Forum 7:30pm - Business Meeting (3 <sup>rd</sup> Tuesday of the month)
Tuesday, July 7, 2020	Tuesday, July 21, 2020
Tuesday, August 4, 2020	Tuesday, August 18, 2020
Tuesday, September 1	Tuesday, September 15, 2020
Tuesday, October 6, 2020	Tuesday, October 20, 2020
<i>No November session</i>	Tuesday, November 17, 2020
Tuesday, December 1, 2020	*Tuesday, December 15, 2020
Tuesday, January 5, 2021	Tuesday, January 19, 2021
Tuesday, February 2, 2021	Tuesday, February 16, 2021
Tuesday, March 2, 2021	Tuesday, March 16, 2021
Tuesday, April 6, 2021	Tuesday, April 20, 2021
Tuesday, May 4, 2021	Tuesday, May 18, 2021
Tuesday, June 1, 2021	Tuesday, June 15, 2021

\*The Truth in Taxation hearing will be held on December 15 at the regularly scheduled Public Forum at 7 PM.

**Special meetings** may also be officially posted as needed.

**You are welcome to attend School Board Meetings.** The School Board business meeting is generally held on the third Tuesday of the month at 7:30 PM at the Fridley Community Center. Copies of the monthly business meeting agenda are posted in advance of each meeting. The School Board is responsible to meet legal obligations for conducting School Board business in public while observing legal mandates for discussion of data that may be private as it relates to students or employees. The School Board chair is obligated to establish the business meeting agenda and an orderly process for the School Board to conduct official consideration and action on business items in public.

**A Public Forum is held at 7 PM, prior to each regularly scheduled business meeting, to provide citizens the opportunity to address the board on any topic.** Community members are also invited to contact School Board members via the School Board message line (763-502-5060) or to make personal contact with their elected representatives.

**Work sessions are held at 5:30 PM.** These are generally held on the first and third Tuesday of the month. No official action is taken at these discussion sessions and both meetings are open to the public.

**All Meetings are Open to the Public**

## Fridley Public Schools School Board Meeting Calendar 2020-2021 School Year

**Place:** Fridley Community Center, 6085 7<sup>th</sup> Street NE, Fridley, MN 55432

**Date and Time:**

5:30pm - Work Session (1 <sup>st</sup> Tuesday of the month)	5:30pm - Work Session 7:00 pm - Public Forum 7:30pm - Business Meeting (3 <sup>rd</sup> Tuesday of the month)
<i>No July session</i>	Tuesday, July 21, 2020 <b>Work session only</b>
Tuesday, August 4, 2020	Tuesday, August 18, 2020
Tuesday, September 1	Tuesday, September 15, 2020
Tuesday, October 6, 2020	Tuesday, October 20, 2020
<i>No November session</i>	Tuesday, November 17, 2020
Tuesday, December 1, 2020	*Tuesday, December 15, 2020
Tuesday, January 5, 2021	Tuesday, January 19, 2021
Tuesday, February 2, 2021	Tuesday, February 16, 2021
Tuesday, March 2, 2021	Tuesday, March 16, 2021
Tuesday, April 6, 2021	Tuesday, April 20, 2021
Tuesday, May 4, 2021	Tuesday, May 18, 2021
Tuesday, June 1, 2021	Tuesday, June 15, 2021

\*The Truth in Taxation hearing will be held on December 15 at the regularly scheduled Public Forum at 7 PM.

**Special meetings** may also be officially posted as needed.

**You are welcome to attend School Board Meetings.** The School Board business meeting is generally held on the third Tuesday of the month at 7:30 PM at the Fridley Community Center. Copies of the monthly business meeting agenda are posted in advance of each meeting. The School Board is responsible to meet legal obligations for conducting School Board business in public while observing legal mandates for discussion of data that may be private as it relates to students or employees. The School Board chair is obligated to establish the business meeting agenda and an orderly process for the School Board to conduct official consideration and action on business items in public.

**A Public Forum is held at 7 PM, prior to each regularly scheduled business meeting, to provide citizens the opportunity to address the board on any topic.** Community members are also invited to contact School Board members via the School Board message line (763-502-5060) or to make personal contact with their elected representatives.

**Work sessions are held at 5:30 PM.** These are generally held on the first and third Tuesday of the month. No official action is taken at these discussion sessions and both meetings are open to the public.

**All Meetings are Open to the Public**

**Minutes**  
**School Board Business Meeting**  
**Fridley Independent School District 14**  
**April 21, 2020**

**Call to Order**

Mary Kay Delvo called the Business Meeting of the Fridley School Board to order at 7:45 p.m. on Tuesday, April 21, 2020 via a virtual meeting. Present: Mary Kay Delvo, Jake Karnopp, Donna Prewedo, Avonna Starck, and Carol Thornton. Absent: Abdisalam Adam

**Approval of Agenda**

Motion by Prewedo, seconded by Thornton, to approve the agenda for April 21, 2020. Upon roll being called, Delvo, Karnopp, Prewedo, Starck, and Thornton voted in favor, none against, none abstained Motion carried 5-0.

**Spotlight on Recognition**

1. Superintendent Hiel introduced the Employee of the Month for March as Sharon McClernan, Receptionist at Fridley High School and for April as Sarah Burghardt, Communications Specialist for Fridley Public Schools.

**Superintendent and Staff Reports**

1. Superintendent Hiel introduced an FHS Video produced by the Communications Department and praised them for their high quality work for the district.

**Business Action Items**

**1. RESOLUTION Accepting Gifts**

WHEREAS, School Board Policy 706 establishes guidelines for the acceptance of gifts to the District; and

WHEREAS, Minnesota Statute 465.03 states the School Board may accept a gift, grant, or devise of real or personal property only by the adoption of a resolution approved by two-thirds of its members;

THEREFORE, BE IT RESOLVED, that the School Board of Fridley Public Schools accepts with appreciation the following gifts received by the School District:

- The following persons donated to **Stevenson Elementary School** for a total of \$120.00:
  - Ameriprise
- The following persons donated to **Hayes Elementary School** for a total of \$526.00:
  - Deanna Roth
  - Child and Teen Medical Center
  - Fridley United Methodist Women
- The following persons donated to **Fridley Middle School**:
  - Bob's Produce – 50 boxed lunches for the History Day Judges
- The following persons donated to **Fridley Nutritional Services Department**:

- Laurie Brooks – ongoing donations to reduce lunch account debts
- Girl Scout Troop from Stevenson – donating 59 cases of cookies

Motion by Starck, seconded by Thornton, to accept the gifts and thank the donors for their contributions. Upon roll being called, Delvo, Karnopp, Prewedo, Starck, and Thornton voted in favor, none against, none abstained. Motion carried 5-0.

## **2. RESOLUTION to Terminate and Non-Renew the Teaching Contract of Certain Non-tenured, Probationary Teachers for 2020-2021**

WHEREAS, (names listed below) is a probationary teacher in Independent School District 14.

BE IT RESOLVED by the School Board of Independent School District 14 that pursuant to Minnesota Statute 122A.40, Subdivision 5, that the teaching contract of (teacher) a probationary teacher in Independent School District 14, is hereby terminated without pay or fringe benefits at the close of the current 2020-2021 school year.

BE IT FURTHER RESOLVED, that written notice be sent to said teacher regarding School Board termination and non-renewal of his/her contract as provided by law, and that said notice shall be in substantially the following form:

### NOTICE OF TERMINATION AND NON-RENEWAL

April 22, 2020

Dear \_\_\_\_\_:

You are hereby notified that at a Regular Business Meeting of the School Board of Independent School District 14 held on Tuesday, April 21, 2020, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2020-2021 school year. Said action of the Board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the School Board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is taken for the following reasons: school district discontinuance of positions, financial limitations, state teacher licensure requirements, or you did not meet the performance standards required of a teacher in the Fridley School District. To submit an official request, please send it to the Director of Human Resources.

Thank you for your teaching service in our School District. Best wishes in the future.

Sincerely,

Carol Thornton, Clerk  
Fridley School District 14 School Board

Motion by Thornton, seconded by Starck, to approve the Resolution to Terminate and Non-Renew the Teaching Contract of Certain Non-tenured, Probationary Teachers for 2020-2021. Upon roll being called,

Delvo, Karnopp, Prewedo, Starck, and Thornton voted in favor, none against, none abstained. Motion carried 5-0.

### **3. Motion: Approval of the 2019-2021 Clerical Master Agreement**

Motion by Prewedo, seconded by Karnopp, to approve the 2019-2021 Clerical Master Agreement. Upon roll being called, Delvo, Karnopp, Prewedo, Starck, and Thornton voted in favor, none against, none abstained. Motion carried 5-0.

### **4. Motion: Second Reading and Adoption of Policies**

- Policy 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse
- Policy 415 Mandated Reporting of Maltreatment of Vulnerable Adults
- 506P Student Chemical Misuse Procedure
- Policy 506 Student Discipline
- Policy 522 Student Sex NonDiscrimination

Motion by Prewedo, seconded by Thornton, to accept the Second Reading and Adoption of Policies 414, 415, 506P, 506 and 522. Upon roll being called, Delvo, Karnopp, Prewedo, Starck, and Thornton voted in favor, none against, none abstained. Motion carried 5-0.

### **5. RESOLUTION: Approval of Board Meetings during COVID-19 pandemic taking place via teleconference format**

Motion by Starck, seconded by Prewedo, to approve the School Board Meetings take place via teleconference until further notice. Upon roll being called, Delvo, Karnopp, Prewedo, Starck, and Thornton voted in favor, none against, none abstained. Motion carried 5-0.

### **Consent Agenda Routine Action Items**

Motion by Starck, seconded by Thornton to approve the consent agenda of routine action items including minutes of the regular School Board meeting and work session held on February 18, 2020 and work session held on April 2, 2020; Monthly Financial Reports; New Contracts, Amendments, Leaves of Absence, Terminations, Resignations and Retirements; Approval of Health Insurance Rates; Insurance for Married Spouse MOUs, Transportation Contracts for 2020-21 and 2021-22; and Metropolitan Regional Arts Council grant for \$10,000 for summer production of Mamma Mia by Fridley Community Theater. Upon roll being called, Delvo, Karnopp, Prewedo, Starck, and Thornton voted in favor, none against, none abstained. Motion carried 5-0.

### **Written Information**

1. First Reading of Policies
  - a. Policy 421 Gifts to Employees and School Board Members
  - b. Policy 510 School Activities
  - c. Policy 703 Annual Audit
  - d. Policy 802 Disposition of Obsolete Equipment

### **Reports from School Board Members**

1. Superintendent Hiel reported on the Tigers United Group. We will attempt to get them to join the May meeting and thank them for their work at FHS and with the School Board this year.
2. Avonna Starck reported on the AMSD Meeting held on March 6, 2020. President and CEO of the Federal Reserve bank and Justice Alan Page spoke about constitutional amendments in MN about changing from providing an adequate education to providing a quality education.
3. Mary Kay Delvo reported on the NE Metro 916 meeting held on April 1, 2020. Routine information was covered. Discussed moving students to distance learning and the success so far.

**Adjournment**

Motion by Prewedo, seconded by Starck, to adjourn at 8:24 p.m. Upon roll being called, Delvo, Karnopp, Prewedo, Starck, and Thornton voted in favor, none against, none abstained. Motion carried 5-0.

---

Mary Kay Delvo, Board Chair

---

Carol Thornton, Board Clerk

**Minutes**  
**School Board Closed Session**  
**Fridley Independent School District 14**  
**April 21, 2020**

**Call to Order**

Mary Kay Delvo called the Closed Session of the Fridley School Board to order at 7:00 p.m. on Tuesday, April 21, 2020 via a virtual meeting. Present: Mary Kay Delvo, Jake Karnopp, Donna Prewedo, Avonna Starck, Carol Thornton. Absent: Abdisalam Adam

**Approval to move into Closed Session**

In accordance with Minn. Stat. §13. D.03, the Board will meet in closed session for the purpose of discussing COVID-19 staffing updates.

Motion by Starck, seconded by Thornton, to enter into Closed Session to discuss negotiations strategy. Upon roll being called, Delvo, Karnopp, Prewedo, Starck, and Thornton voted in favor, none against, none abstained. Motion carried 5-0. Closed Session began at 7:00 p.m. on April 21, 2020.

**COVID-19 Staffing Update Discussion**

**Approval to end the Closed Session**

Motion by Starck, seconded by Prewedo, to end the Closed Session and return to Open Meeting procedures. Upon roll being called, Delvo, Karnopp, Prewedo, Starck, and Thornton voted in favor, none against, none abstained. Motion carried 5-0. Closed Session ended at 7:42 p.m. on April 21, 2020.

**Adjournment of the Closed Session Meeting**

Motion by Starck, seconded by Thornton, to adjourn at 7:42 p.m. Upon roll being called, Delvo, Karnopp, Prewedo, Starck, and Thornton voted in favor, none against, none abstained. Motion carried 5-0.

\_\_\_\_\_  
Mary Kay Delvo, Chair

\_\_\_\_\_  
Carol Thornton, Clerk

**Minutes**  
**School Board Work Session**  
**Fridley Independent School District 14**  
**April 21, 2020**

**Call to Order**

The Work Session of the Fridley School Board was called to order by School Board Chair Delvo at 5:30 PM on Tuesday, April 21, 2020, via a virtual meeting. The following Board members were present: Mary Kay Delvo, Jake Karnopp, Donna Prewedo, Avonna Starck, and Carol Thornton Absent: Abdisalam Adam

**The following items were discussed**

- A. Signing Required Documents
- B. Governance and Policy
  - 1. Second Readings and Adoption of Policies
    - a. Policy 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse
    - b. Policy 415 Mandated Reporting of Maltreatment of Vulnerable Adults
    - c. Procedure 506P Student Chemical Misuse Procedure
    - d. Policy 506 Student Discipline
    - e. Policy 522 Student Sex NonDiscrimination
  - 2. First Readings
    - a. Policy 421 Gifts to Employees and School Board Members
    - b. Policy 510 School Activities
    - c. Policy 703 Annual Audit
    - d. Policy 802 Disposition of Obsolete Equipment
- C. Oversight of Operations
  - 1. Legal, Staffing and Personnel Update
    - a. New Contracts, Amendments, Leaves of Absence, Terminations, Resignations, and Retirements
    - b. Negotiations Update
    - c. 2019-2021 Clerical Master Agreement
    - d. Health Insurance Rates
    - e. RESOLUTION to Terminate and Non-Renew the Employment of Certain Non-Tenured Probationary Teachers
    - f. Insurance for Married Spouses MOU
  - 2. Finance and Operations Update
    - a. Transportation Contract for 2020-21 and 2021-22
    - b. Budget 2020-2021
  - 3. Community Education Update
    - a. Metropolitan Regional Arts Council Grant for \$10,000 for summer production of Mamma Mia by Fridley Community Theater
  - 4. Partnership Updates
    - a. Tigers United
    - b. AMSD
    - c. Metro 916
- D. Board Governance Policy
  - 1. School Board Self Appraisal / Superintendent Evaluation
  - 2. School Board Meeting Calendar for July 2020 through June 2021
  - 3. Board Meetings during COVID-19 pandemic
  - 4. Fridley School Board FHS Scholarship
- E. Superintendent Relations

1. Stevenson Hiring Timeline
  2. COVID-19 / Distance Learning Update
- F. Public Engagement
- G. Informational Items
1. Enrollment
- Adjourned at 7:00 p.m.

---

Mary Kay Delvo, Board Chair

---

Carol Thornton, Board Clerk

**INDEPENDENT SCHOOL DISTRICT NO. 14  
FRIDLEY, MINNESOTA  
TREASURER'S REPORT  
MONTH ENDING 04/30/20**

<b>Fund</b>	<b>Balance 3/31/20</b>	<b>Receipts</b>	<b>Payroll Disbursements</b>	<b>A/P Disbursements</b>	<b>Journal Entry Transfers</b>	<b>Balance 4/30/20</b>
General (01)	\$ 32,420,799.91	\$ 8,341,114.90	\$ 1,187,846.08	\$ 5,306,407.39	\$ (449,917.02)	\$ 33,817,744.32
Food Service (02)	722,448.33	106,725.60	28,986.45	38,511.72	(17,112.15)	744,563.61
Transportation (03)	(31,157,242.21)	(2,447.22)	6,580.23	302,335.59	(2,652.41)	(31,471,257.66)
Comm. Service (04)	655,620.13	6,698.67	104,383.32	72,005.75	(34,694.13)	451,235.60
Operating Capital (05)	279,781.65	-	-	5,432.28	-	274,349.37
Construction (06)	444,101.97	-	-	-	-	444,101.97
Debt Service (07)	376,434.21	(18,506.35)	-	-	-	357,927.86
Performance Contract (16)	(3,490,674.69)	-	-	-	-	(3,490,674.69)
Custodial Fund for Student Activities (18)	86.00	-	-	-	-	86.00
Activity Fund (19)	154,244.48	1,577.50	-	3,236.47	603.41	153,188.92
Dental Self Insurance (20)	216,376.01	73.50	-	2,362.94	26,856.82	240,943.39
Medical Self Insurance (21)	4,774,246.73	531.43	-	364,991.66	476,915.48	4,886,701.98
OPEB Trust Fund (25)	778,108.97	16,838.89	-	1,682.34	-	793,265.52
OPEB Debt Service (47)	137,187.67	-	-	-	-	137,187.67
Student Activities Under Board Control (51)	60,296.96	1,104.42	-	1,331.39	-	60,069.99
<b>Total</b>	<b>\$ 6,371,816.12</b>	<b>\$ 8,453,711.34</b>	<b>\$ 1,327,796.08</b>	<b>\$ 6,098,297.53</b>	<b>\$ (0.00)</b>	<b>\$ 7,399,433.85</b>

<b>Bank</b>	<b>Balance Per Bank Statement</b>	<b>Outstanding Checks</b>	<b>Outstanding Deposits</b>	<b>Balance per Treasurer's Books</b>
MN Trust - OPEB	\$ 771,287.38	\$ -	\$ -	\$ 771,287.38
MN Trust - Operating	6,641,698.97	13,552.50	-	6,628,146.47
<b>Total</b>	<b>\$ 7,412,986.35</b>	<b>\$ 13,552.50</b>	<b>\$ -</b>	<b>\$ 7,399,433.85</b>

68

Difference \$ 0.00

**Schedule of Investments**

**As of 4/30/20**

<b>Investment</b>	<b>Broker</b>	<b>Type</b>	<b>Purchased</b>	<b>Maturity</b>	<b>Market Value</b>	<b>Par</b>	<b>Yield</b>
MN Trust Term Series	PMA - OPP	TS	04/24/20	05/26/20	\$ 4,000,000.00	\$ 4,002,875.62	0.82%
Sonabank Certificate of Deposit	PMA - OPP	CD	05/16/19	07/24/20	242,700.00	249,899.16	2.49%
Currie State Bank Certificate of Deposit	PMA - OPP	CD	05/16/19	07/24/20	243,200.00	249,924.30	2.32%
Servisfirst Certificate of Deposit	PMA - OPP	CD	05/16/19	07/24/20	243,100.00	249,993.88	2.39%
Modern Bank, NA Certificate of Deposit	PMA - OPP	CD	05/16/19	07/24/20	243,300.00	249,969.46	2.30%
Elga Credit Union Certificate of Deposit	PMA - OPP	CD	05/16/19	07/24/20	243,300.00	249,960.46	2.30%
Western Alliance/Torrey Pines Bank Certificate of Deposit	PMA - OPP	CD	05/16/19	07/24/20	243,200.00	249,947.50	2.33%
Rockford B&TC Certificate of Deposit	PMA - OPP	CD	05/16/19	07/24/20	243,300.00	249,976.34	2.30%
TBK Bank, SSB/The National Bank Certificate of Deposit	PMA - OPP	CD	05/16/19	07/24/20	243,300.00	249,969.56	2.30%
Citadel FCU (LOC)	PMA - OPP	CD	11/05/19	07/28/20	1,752,800.00	1,771,574.48	1.47%
Financial Federal Bank	PMA - OPP	CD	11/05/19	08/03/20	247,200.00	249,963.23	1.50%
CFG Community Bank Certificate of Deposit	PMA - OPEB	CD	10/18/17	10/16/20	236,900.00	249,272.64	1.74%
Savoy Bank Certificate of Deposit	PMA - OPEB	CD	10/18/17	10/16/20	232,800.00	244,947.90	1.74%
Superior Choice Credit Union Certificate of Deposit	PMA - OPEB	CD	10/18/17	10/16/20	237,000.00	249,360.35	1.72%
Fidelity Bank Certificate of Deposit	PMA - OPEB	CD	11/01/18	11/02/20	235,600.00	249,202.23	2.88%
Merrick Bank Certificate of Deposit	PMA - OPEB	CD	11/01/18	11/02/20	235,500.00	249,164.38	2.87%
KS State Bank/Kansas State Bank of Manhattan Certificate of Deposit	PMA - OPEB	CD	11/01/18	11/02/20	100,000.00	105,833.33	2.88%
Third Coast Bank Certificate of Deposit	PMA - OPEB	CD	11/01/18	11/02/20	235,800.00	249,209.26	2.81%
Pacific Western Bank Certificate of Deposit	PMA - OPEB	CD	11/01/18	11/02/20	235,800.00	249,209.50	2.81%
Bank of the Valley Certificate of Deposit	PMA - OPEB	CD	11/06/18	11/06/20	155,000.00	163,863.11	2.83%
Summit-TXB-D-Var-Purp	PMA - OPEB	SEC	11/01/18	12/01/20	204,210.00	200,000.00	2.94%
Prime Alliance Bank	PMA - OPEB	CD	12/19/17	12/21/20	235,600.00	249,133.39	1.91%
Mediapolis Savings Bank	PMA - OPEB	CD	12/19/17	12/21/20	235,600.00	249,140.59	1.91%
First Internet Bank of Indiana	PMA - OPEB	CD	12/19/17	12/21/20	178,800.00	189,236.68	1.92%
Avondale-B-REF-TXBL	PMA - OPEB	SEC	01/08/20	07/01/21	101,263.00	100,000.00	1.61%
CIBC Bank USA/Private Bank - MI	PMA - OPEB	CD	12/18/19	12/17/21	242,500.00	249,792.51	1.50%
Luana Savings Bank	PMA - OPEB	CD	12/18/19	12/17/21	242,500.00	249,775.00	1.50%
Azle ISD REF-TXBL	PMA - OPEB	SEC	01/08/20	02/15/22	230,606.20	220,000.00	1.60%
Oklahoma City - TXBL	PMA - OPEB	SEC	01/07/20	03/01/24	219,986.00	200,000.00	1.70%
<b>Totals</b>					\$ 11,740,865.20	\$ 11,941,194.86	

## Personnel Changes 2019-20 School Year

### New Contracts and Amendments per Master Agreements (2019-20)

First Name	Last Name	Assignment	Step/Lane/Salary	School
Aaron	Cuthbert	History Day Advisor	Schedule C	FMS
Erin	Green	Coach Weight Room	Schedule C	FHS
Veronica	Mathison	Elementary Principal	Master Agreement	RLS
Christine	Nalepka	Spring Strength & Conditioning	Schedule C	FHS
Emma	Smith	Behavior Intervention Specialist	MA+20/step 2	Hayes
Mary	Topic	LTS Teacher	MA+20/step 8	District

### Individual Contracts and Amendments (2019-21)

First Name	Last Name	Assignment	Step/Lane/Salary	School
Suzanne	Gallagher	MARSS Coordinator	Individual Contract	District
Krysta	Landry	Payroll Specialist	Individual Contract	District
Aloda	Sims	Equity & Inclusion Specialist	Individual Contract	District

### Request for Leave (2020-2021)

- Carrie Wrona has requested a leave of absence from her Dean of Students position at Fridley High School for the 2020-2021 School Year.

### Resignations (2019-2020)

- Stephanie Christenson resigned her teacher position at Fridley Middle School, effective June 12, 2020.
- Abyan Farah resigned her CE Instructor position at FCC, effective April 17, 2020.
- Teresa Kettering resigned her CE instructor position at FCC, effective April 20, 2020.
- Emily Knoop resigned her social worker position at Stevenson, effective June 12, 2020.
- Alyssa Lane resigned her teacher position at Fridley High School, effective June 12, 2020.
- Jeanne Moffat resigned her CE Instructor position at FCC, effective April 20, 2020.
- Abigail Rueb resigned her teacher position at Fridley Middle School, effective June 12, 2020.
- Tina Utley resigned her teacher position at Hayes, effective June 12, 2020.
- Amanda Woll resigned her teacher position at Stevenson effective June 12, 2020.

### Retirements (2019-2020)

- Margo Rothenbacher will retire from her counselor position at Hayes, effective June 12, 2020.

### Terminations (2019-2020)

- Hannah Beavens was terminated from her Student Assistant position at Fridley Community Center effective May 4, 2020.
- Warren Brewer was terminated from his custodian position at Fridley Middle School effective April 21, 2020.
- Isabella Hazelton was terminated from her Student Assistant position at Fridley Community Center effective May 4, 2020.
- Sasha Herder was terminated from her CE Instructor position at Fridley Community Center effective May 4, 2020.
- Kayla Hermann was terminated from her CE Instructor position at Fridley Community Center effective May 4, 2020.

- Mariah Hoffmann was terminated from her CE Instructor position at Fridley Community Center effective May 4, 2020.
- Wilton Howard was terminated from his Classroom Manager position at Fridley Community Center effective May 4, 2020.
- Tomasina Humphries was terminated from her Paraprofessional position at Fridley Community Center effective May 12, 2020.
- Kimberly Imholte was terminated from her Classroom Manager position at Fridley Community Center effective May 4, 2020.
- Jennifer Jahn was terminated from her CE Instructor position at Fridley Community Center effective May 4, 2020.
- Darren Johnson was terminated from his CE Instructor position at Fridley Community Center effective May 4, 2020.
- Tina Keeler was terminated from her CE Instructor position at Fridley Community Center effective May 4, 2020.
- Kimberly Kraska was terminated from her CE Instructor position at Fridley Community Center effective May 4, 2020.
- Tiffani Little was terminated from her Classroom Manager position at Fridley Community Center effective May 4, 2020.
- Emily Lund was terminated from her CE Instructor position at Fridley Community Center effective May 4, 2020.
- Aaron Midgyett was terminated from his Student Assistant position at Fridley Community Center effective May 4, 2020.
- Zeinab Mohamed was terminated from her CE Instructor position at Fridley Community Center effective May 4, 2020.
- Karly Schroeder was terminated from her CE Instructor position at Fridley Community Center effective May 4, 2020.
- Yashminie Seriram was terminated from her CE Instructor position at Fridley Community Center effective May 4, 2020.
- Shaquielle Shoulders was terminated from her CE Instructor position at Fridley Community Center effective May 4, 2020.
- Calley Shuman was terminated from her CE Instructor position at Fridley Community Center effective May 4, 2020.
- Christopher Sinclair was terminated from his CE Instructor at Fridley Community Center effective May 4, 2020.
- Michelle Stevens was terminated from her Classroom Manager position at Fridley Community Center effective May 4, 2020.
- Susan Wolney was terminated from her Classroom Manager position at Fridley Community Center effective May 4, 2020.

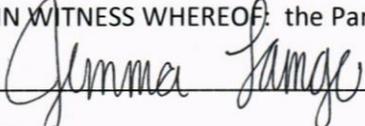
**MEMORANDUM OF UNDERSTANDING**

The parties to this Memorandum of Understanding, Jenna Lange, Independent School District 14, and the Fridley Education Association, knowingly and voluntarily agree to the following stipulations waiving the statutory probationary period:

- a. The parties acknowledge that Minnesota courts have determined that a teacher’s right to tenure can only be modified by mutual consent of the teacher and the School Board. *State v. ISD 810*, 109 N.W.2d 596, 602-03 and *Perry v. ISD 696*, 210 N.W.2d 283.
- b. That the probationary period for Jenna Lange shall be extended for one year, the 2020-2021 school year, to permit the school district one additional probationary year to evaluate.
- c. The right to challenge this one-year extension of the probationary period is waived.
- d. The district has the right to non-renew after the 2020-2021 school year, i.e. by this agreement, the probationary period is extended to July 1, 2021. Jenna Lange has no right to claim or bring action that she/he is a continuing contract teacher in the 2019-2020 School Year.
- e. This agreement does not set a precedent for other teachers or future similar situations in ISD 14.
- f. It is specifically understood and agreed that the acceptance of the considerations set for in this Memorandum is a full, final and complete agreement and does not constitute and shall not be construed as any admission of wrongdoing, liability, or fault by any of the parties to this Memorandum of Understanding.
- g. This Memorandum of Understanding represents a full and complete agreement between the parties hereto. There are no covenants, promises or undertakings otherwise of this Memorandum other than as specifically set forth herein.

The undersigned, by execution hereof, state that this Memorandum of Understanding has been read by them and that they understanding and fully agree to each, all and every provision of this Memorandum and hereby acknowledge receipt of a copy of this Memorandum.

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

  
\_\_\_\_\_

Teacher

Date: March 17, 2020

  
\_\_\_\_\_

Kirk Myhra, FEA President

Date: April 15, 2020

\_\_\_\_\_  
School Board Chair, ISD 14

Date: \_\_\_\_\_

\_\_\_\_\_  
School Board Clerk, ISD 14

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

The parties to this Memorandum of Understanding, Joan Lu, Independent School District 14, and the Fridley Education Association, knowingly and voluntarily agree to the following stipulations waiving the statutory probationary period:

- a. The parties acknowledge that Minnesota courts have determined that a teacher's right to tenure can only be modified by mutual consent of the teacher and the School Board. *State v. ISD 810*, 109 N.W.2d 596, 602-03 and *Perry v. ISD 696*, 210 N.W.2d 283.
- b. That the probationary period for Joan Lu shall be extended for one year, the 2020-2021 school year, to permit the school district one additional probationary year to evaluate.
- c. The right to challenge this one-year extension of the probationary period is waived.
- d. The district has the right to non-renew after the 2020-2021 school year, i.e. by this agreement, the probationary period is extended to July 1, 2021. Joan Lu has no right to claim or bring action that she/he is a continuing contract teacher in the 2019-2020 School Year.
- e. This agreement does not set a precedent for other teachers or future similar situations in ISD 14.
- f. It is specifically understood and agreed that the acceptance of the considerations set for in this Memorandum is a full, final and complete agreement and does not constitute and shall not be construed as any admission of wrongdoing, liability, or fault by any of the parties to this Memorandum of Understanding.
- g. This Memorandum of Understanding represents a full and complete agreement between the parties hereto. There are no covenants, promises or undertakings otherwise of this Memorandum other than as specifically set forth herein.

The undersigned, by execution hereof, state that this Memorandum of Understanding has been read by them and that they understanding and fully agree to each, all and every provision of this Memorandum and hereby acknowledge receipt of a copy of this Memorandum.

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

  
\_\_\_\_\_  
Teacher

Date: 3/17/2020

  
\_\_\_\_\_  
Kirk Myhra, FEA President

Date: 4/15/20

\_\_\_\_\_  
School Board Chair, ISD 14

Date: \_\_\_\_\_

\_\_\_\_\_  
School Board Clerk, ISD 14

Date: \_\_\_\_\_