

Business Meeting
Tuesday, February 15, 2022 7:30 PM

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

Agenda

- A. **Call to Order, Pledge of Allegiance**
Presenter: Ross Meisner
- B. **Approval of Agenda with Suggested Motions and Resolutions**
Presenter: Ross Meisner
 - B.1. Suggested Motions and Resolutions
- C. **Spotlight on Recognition**
 - C.1. Employee of the Month
Presenter: Dr. Kim Hiel
- D. **Superintendent and Staff Reports**
 - D.1. Nutritional Services Presentation
Presenter: Renee Arbogast
- E. **Business Action Items**
 - E.1. RESOLUTION: School Board Recognition Week
Presenter: Dr. Kim Hiel
 - E.2. RESOLUTION Accepting Gifts
Presenter: Ross Meisner
 - E.3. Motion: Approval to accept the bid from Ryan Company, Inc and award the contract for the boiler replacement / HVAC project at Fridley High School
Presenter: Barbie Roessler
 - E.4. Motion: Approval of the 2021-2023 Fridley Education Association Master Agreement
Presenter: S. Ike Isaacson
 - E.5. Motion: Approval of the 2021-2023 Clerical, Media Clerks, Health Assistants, and Technology Assistants Master Agreement
Presenter: S. Ike Isaacson
- F. **Consent Agenda**
Presenter: Ross Meisner
 - F.1. Minutes of the School Board Business Meeting and Work Session Held on January 18, 2022
 - F.2. Monthly Financial Reports
 - F.3. New Contracts, Amendments, Leaves of Absence, Terminations, Resignations, and Retirements
 - F.4. Overnight Field Trip Approvals
Presenter: Dr. Kim Hiel
 - F.4.a. FHS Baseball Trip to Florida - March 21-26, 2022
Presenter: Dr. Kim Hiel
 - F.4.b. Model United Nations Trip to Minneapolis - March 24-26, 2022
Presenter: Dr. Kim Hiel
 - F.4.c. FMS Trip to East Coast - June 13-18, 2023

F.4.d. Robotics Trip to Duluth, MN - March 2-5, 2022

F.5. Education Identity and Access Management Resolution

Presenter: Dr. Kim Hiel

G. Written Information

G.1. First Reading of Policies

G.1.a. Policy 805 Waste Reduction and Recycling

G.1.b. Policy 807 Health & Safety

G.1.c. Policy 711 Video Recording on Buses

G.1.d. Policy 712 Video Surveillance Other Than On Buses

H. Reports From School Board Members

H.1. Northwest Suburban Integration School District Meeting held on January 19, 2022

Presenter: Nikki Auna

H.2. Schools for Equity in Education Meeting Held on January 28, 2022

Presenter: Abdisalam Adam

H.3. Northeast Metro 916 Intermediate School District Meeting held on February 2, 2022

Presenter: Avonna Starck

H.4. Association of Metropolitan School Districts Meeting held on February 4, 2022

Presenter: Ross Meisner

I. Important Future School Board Dates

Presenter: Ross Meisner

I.1. Fridley Middle School History Night

February 17, 2022 at 5:30 PM

Fridley Middle School

I.2. No School - Presidents Day

February 21, 2022

I.3. PreK Registration Night

February 22, 2022 at 5:30 PM

Fridley Community Center

I.4. Incoming Fifth Grade Parent Information Night

February 23, 2022 at 6:00 PM

Fridley Community Center

I.5. Fridley Public Schools School Board RETREAT

March 1, 2022 at 5:30 PM

Fridley Community Center

I.6. NE Metro 916 Board Meeting

March 2, 2022 at 6:00 PM

Bellaire School

I.7. AMSD Board Meeting

March 4, 2022 at 7:00 AM

Quora Education Center

I.8. Fridley Public Schools Board Meeting

March 15, 2022

Work Session, 5:30 PM

Open Forum, 7:00 PM

Business Meeting, 7:30 PM
Fridley Community Center

J. **Adjournment**

Presenter: Ross Meisner

Tuesday, February 15, 2022
School Board Business Meeting
Motions

A. Call to Order, Pledge of Allegiance

B. Approval of Agenda with Suggested Motions and Resolutions

1. Suggested Motions and Resolutions

Suggested Motion: Motion by _____, seconded by _____ to approve the agenda for February 15, 2022.

C. Spotlight on Recognition

D. Superintendent and Staff Reports

E. Business Action Items

1. RESOLUTION School Board Recognition Week

WHEREAS, **Fridley Public School District #14** recognizes the importance of public education in our community; and

WHEREAS, **Fridley Public School District #14** appreciates the vital role played by those individuals who, as local school board members, establish policies to ensure an efficient, effective school system; and

WHEREAS, school board members serve as a voice that enables our community to preserve local management and control of our public schools; and

WHEREAS, school board members are charged with representing our local education interests to state and federal governments and ensuring compliance with state and federal laws; and

WHEREAS, school board members selflessly devote their knowledge, time and talents as advocates for our schoolchildren;

WHEREAS, local school board members are strong advocates for public education and responsible for communicating the needs of the school district to the public and the public's expectations to the district;

NOW THEREFORE, BE IT RESOLVED, that **Fridley Public School District #14** recognizes and salutes the members of the **Fridley Public School District #14** School Board by proclaiming February 21-25, 2022, as School Board Recognition Week.

Suggested Motion: Motion by _____, seconded by _____, to approve the resolution proclaiming February 21-25, 2022 as School Board Recognition Week.

2. 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 **Hayes & Stevenson Elementary** for a total of \$800.00
 - o Fridley United Methodist Women
- The following persons donated to **Fridley High School Music Program** for a total of \$440:
 - o Michelle Miner
 - o Jim Young
 - o Pete Botts, and
 - o Sheryl Hjellming – a Yamaha keyboard and stand
- The following persons donated to **Fridley Middle School Music Program**:
 - o Jeff Saarela – Grand Piano

Suggested Motion: Motion by _____, seconded by _____, to accept the gifts and thank the donors for their contributions.

3. Motion: Approval to accept the bid from Ryan Company, Inc. and award the contract for the boiler replacement at Fridley High School

Suggested Motion: Motion by _____, seconded by _____, to accept the bid from Ryan Company, Inc. and award the contract for the boiler replacement at Fridley High School.

4. Motion: Approval of the 2021-2023 Fridley Education Association Master Agreement

Suggested Motion: Motion by _____, seconded by _____, to approve the 2021-2023 Fridley Education Association Master Agreement.

5. Motion: Approve of the 2021-2023 Clerical, Media Clerks, Health Assistants, and Technology Assistants Master Agreement

Suggested Motion: Motion by _____, seconded by _____, to approve the 2021-2023 Clerical, Media Clerks, Health Assistants, and Technology Assistants Master Agreement.

F. Consent Agenda

Suggested Motion: Motion by _____, seconded by _____ to approve the consent agenda of routine action items including minutes of the regular School Board meeting, work session held on January 18, 2022; Monthly Financial Reports; and New Contracts, Amendments, Leaves of Absence, Resignations and Retirements; Overnight Field Trips for FHS Baseball to Florida March 21-26, 2022, Model United Nations Trip to Minneapolis March 24-26, 2022, the FMS Trip to the East Coast June 13-18, 2023, and Robotics Trip to Duluth March 2-5, 2022; and the Education Identity & Access Management Resolution

G. Written Information

H. Reports from School Board Members

I. Important Future School Board Dates

J. Adjournment

Suggested Motion: Motion by _____, seconded by _____, to adjourn at_____.

Fridley Public Schools Employee of the Month – February 2022

Nadine Teff is currently the Cook Manager at Hayes Elementary School. She has been at Hayes for the last three years, prior to that she was the Cook Manager at Stevenson Elementary School. She has worked for the Fridley Public School District for the last 11 years. Nadine is passionate about serving her community and students. She works with her team to provide scratch made nutritious meals to her customers daily. Nadine takes pride in her work and the service provided to the students. She always has a smile, encourages the students to try new food items and has a positive attitude. Whenever we want to taste test a new food, Nadine and her team are the first ones to volunteer. During all the changes with COVID 19, Nadine has remained focused on how to serve our customers a healthy hot meal and to make sure that every student is fed. Nadine is a valuable member of the Nutritional Services team. Congratulations Nadine we appreciate you!!!

Renee Arbogast, Director of Nutritional Services



Employee of the Month

February 2022

**Employee of the Month for
February 2022:**

Nadine Teff





Nutritional Services

Food that Fuels

Renee Arbogast RD SNS
February 15, 2022



FRIDLEY FRESH

fridley public schools
nutrition services

Overview of Nutritional Services

- ★ Committed to providing flavorful scratch and quick scratch menu items for our customers
- ★ Team members are passionate about providing nutritious foods
- ★ Flexible and creative to meet the needs of our students
- ★ Committed to supporting Minnesota farmers and local manufacturers



Challenges

- ★ Food Storage issues at the schools
- ★ Supply chain issues
- ★ Staffing issues
- ★ Fluctuating student participation





Farm to School Program

Supporting our
Local
Farmers

- ★ New local items purchased this year
- ★ Minnesota Thursday
- ★ Good Acre, Revol, Ferndale Farms, PineTree Apples, Bayfield Apples, Hangry Bear Pizza
- ★ Purchased 530 cases of food or 12,857 pounds excluding the pizza



Student Voice

- ★ Google Survey with HS FACS Classes
- ★ Talk with students during lunch
- ★ Google Meets with Middle School Students
- ★ Google Meets with 3rd and 4th Grade Classes
- ★ Taste Testing new recipes
- ★ New Grab and Go Options at High School



Recipe Development and Taste Testing



- ★ Baja Fish Tacos with Mango Salsa
- ★ Jamaican Jerk Chicken Thighs
- ★ Croissant Breakfast Sandwich
- ★ Hawaiian Pizza
- ★ Smoothie Bowls
- ★ Homemade Applesauce
- ★ Baked Apples



Recipe Development and Taste Testing



- ★ Parmesan Brown Rice Risotto
- ★ Elote Corn
- ★ Roasted Acorn Squash
- ★ Fresh Fruit Salad
- ★ Homemade Pickles
- ★ Pineapple Salsa
- ★ Fresh Cranberry Sauce
- ★ Peanut Butter Yogurt Dip



Nutritional Services Successes



Scratch Cooking

- ★ Continue to improve skills
- ★ Looking to increase the number of school made items
- ★ Flavorful and appealing meals



Nutritional Services Successes

Committed to serving our customers nutritious and flavorful meals

- ★ Adjusted to more Grab and Go Items at the High School
- ★ Transitioned to more contactless Cashier Stations
- ★ Adapting to meet our families needs
- ★ Following USDA waivers to provide free breakfast and lunch to all students for the entire school year



Nutritional Services Successes



- ★ Continue to be creative
- ★ Engage our students and provide a variety of ethnic dishes
- ★ Continue to invest in our team members
- ★ Provide nutritious foods to support our students in the classroom so they can be there best



Thank you Hayes & Middles School Teams



Thank you RLS, Sara, and High School Teams



Thank you and we are proud to serve our students



RESOLUTION SCHOOL BOARD RECOGNITION WEEK

WHEREAS, **Fridley Public School District #14** recognizes the importance of public education in our community; and

WHEREAS, **Fridley Public School District #14** appreciates the vital role played by those individuals who, as local school board members, establish policies to ensure an efficient, effective school system; and

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 - o Sheryl Hjellming – a Yamaha keyboard and stand
- The following persons donated to **Fridley Middle School Music Program:**
 - o Jeff Saarela – Grand Piano



FRIDLEY PUBLIC SCHOOLS

Barbie Roessler, Director of Finance & Operations |
Barbie.roessler@fridley.k12.mn.us | 763-502-5004

TO: Members of the School Board and Superintendent Hiel

FROM: Barbie Roessler, Director of Finance & Operations and Bryan Brown, Director of Buildings and Grounds

DATE: February 15, 2022

RE: Accept Bid and Award of Contract

Recommendation

For the Board of Education to accept the bid for boiler replacement included in the HVAC project at the High School and award the contract to Ryan Company, Inc. with a bid amount of \$219,441.00.

Company	Bid Amount
Ryan Company, Inc.	219,441.00



Table of Contents

Article I Parties and Effect	2
Article II Recognition of Exclusive Representative	2
Article III Definitions	2
Article IV School Board Rights	3
Article V Teacher and Association Rights	4
Article VI Basic Schedules and Rates of Pay	6
Article VII Extra Compensation	10
Article VIII Group Insurance	11
Article IX Leaves of Absence	12
Article X Transfers	20
Article XI Hours of Service	21
Article XII Length of the School Year	21
Article XIII Teacher Discipline	22
Article XIV Grievance Procedure	23
Article XV Unrequested Leave	25
Article XVI I.R.C. § 403(b)	29
Article XVII Q Comp	31
Article XVIII Early Childhood Family Education	31
Article XIX Retroactivity	32
Article XX Duration	32
Memorandum of Understanding	34
Addendum	35
Fridley Public Schools Retired Teacher Agreement	36
Schedule C	40
Schedules A and B	49
Important Dates	50
Letter of Agreement	51

MASTER AGREEMENT

Article I Parties and Effect

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

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

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

Article II Recognition of Exclusive Representative

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

Article III Definitions

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

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

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

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

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

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

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

Article IV School Board Rights

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

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

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

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

Article V Teacher and Association Rights

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one; nor shall it be construed to require any teacher to perform labor or services against his/her will.

Section 2. Right to Join: Teachers shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers with the School Board of such unit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article VI Basic Schedules and Rates of Pay

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

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

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

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

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

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

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

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

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

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

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

Subd. 6.

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

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

Subd. 7. Maintenance of Certification by Teacher:

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

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

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

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

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

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

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

Subd 9

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

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

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

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

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

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

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

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

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

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

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

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

Article VII Extra Compensation

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

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

- 1) If a teacher has no master's degree, the workshop credits will be accepted by the district until the employee reaches the MA+10 lane of the salary schedule.
- 2) If a teacher has earned master's degree, the workshop credits will be accepted by the district until the employee reaches the MA+40 lane of the salary schedule.
- 3) Thereafter, if a licensed school nurse, occupational therapist and speech/language pathologist wants to attain a higher lane, they must follow the requirements of Subd. 6 a), b), and c) above. The above language shall have no effect after 7/1/2018.
- 4) Effective the 2018-19 school year, the following specialists who submit documentation of national certification or LICSW certification indicated below by May 1, shall receive the following yearly stipend on June 15 payroll:
 1. School Psychologist (NCSP): \$1,650
 2. Speech Pathologist (ASHA): \$1,550
 3. Occupational Therapist (NBCOT): \$1,740
 4. Nurses (NBCSN): \$1,350
 5. Licensed Independent Clinical Social Worker (LICSW): \$1,000
 - a. LICSW stipends will be effective beginning in 2020-2021 school year.
 - b. Stipends pursuant to this provision shall be prorated for employees who work less than a full school year. The proration shall be

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

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

Article VIII Group Insurance

Section 1. Health and Hospitalization Insurance:

Subd. 1. Coverage:

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

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

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

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

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

Section 2. Dental Insurance:

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

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

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

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

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

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

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

Article IX Leaves of Absence

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

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

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

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

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

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

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

Section 2: Supplementation to Workers' Compensation Benefits

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

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

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

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

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

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

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

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

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

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

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

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

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

Subd. 3

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

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

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

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

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

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

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

Section 6. Subpoena:

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

Section 7. Child Care Leave:

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

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

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

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

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

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

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

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

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

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

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

Subd. 10. Adoption Leave

Paid Leave

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

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

Unpaid Leave

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

Section 8. Aging Parent Leave:

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

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

Section 9. Bereavement Leave:

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

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

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

Section 10. Unpaid Leaves of Absence:

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 13. General Provisions:

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

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

Article X Transfers

Section 1. Voluntary Transfers:

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

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

Section 2. Involuntary Transfers:

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

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

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

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

Article XI Hours of Service

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

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

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

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

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

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

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

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

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

Article XII Length of the School Year

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

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

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

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

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

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

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

Article XIII Teacher Discipline

Section 1. Disciplinary action may include the following:

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

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

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

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

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

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

Article XIV Grievance Procedure

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

Section 2. A teacher, a group of teachers, administrator or the School Board may be represented during any step of the grievance procedure by any person or agent designated by such party to act on their behalf.

Section 3:

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

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

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

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

Section 4.

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

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

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

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

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

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

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

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

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

Subd. 3. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator, pursuant to M.S. 179A, providing such request is made within twenty (20) days after for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator and the failure to request an arbitrator from the Bureau of Mediation Services within the time period provided herein shall constitute a waiver of the grievance.

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

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

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

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

Article XV Unrequested Leave

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7. Filing Name and Address: When placed on unrequested leave, a teacher shall file a name and address with the School District personnel office to which any notice of reinstatement or availability of position shall be mailed. Proof of service by the person in the School District depositing such notice by certified mail shall be sufficient and it shall be the responsibility of any teacher on unrequested leave to provide for forwarding of mail or for address changes. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided herein.

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

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

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

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

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

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

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

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

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

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

Article XVI I.R.C. § 403(b)

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

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

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

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

Section 3. District Contribution:

Subd. 1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article XVII Q Comp

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

Article XVIII Early Childhood Family Education

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article XIX Retroactivity

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

Article XX Duration

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

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

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

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

FOR FRIDLEY EDUCATION ASSOCIATION

FOR INDEPENDENT SCHOOL DISTRICT 14



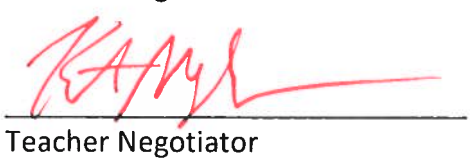
President

Chair



Teacher Negotiator

Superintendent of Schools



Teacher Negotiator

Board Negotiator

Board Negotiator

Date: 2/4/22

Date: _____

Memorandum of Understanding

Memorandum of Understanding Tax Deferral of Severance Pay

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

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

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

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

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

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

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

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

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

For the School District:

[Signature] 7/30/02

[Signature] 7/30/02

Date: July 30, 2002

For the Exclusive Representative:

[Signature]

Frederick Education Assoc.
President

Date: July 30, 2002

Addendum

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

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

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

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

Teacher _____

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

Independent School District 14

Chair _____
Step **x** Lane **x**

Clerk _____

Fridley Public Schools Retired Teacher Agreement

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

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

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

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

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

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

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

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

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

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

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

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

Dated: _____
(Teacher)

Dated: _____
Representative, Fridley Education Association

INDEPENDENT SCHOOL DISTRICT NO. 14,
FRIDLEY, MINNESOTA

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

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

Teacher Salary Schedule

Year 1 2021-2022

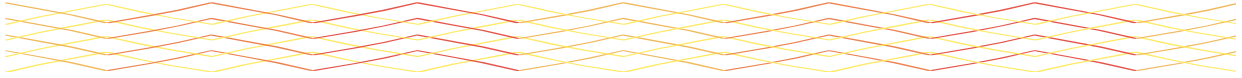
STEP	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20
1	41,408	42,527	43,458	45,302	45,970	47,369	48,947	50,527
2	41,996	43,110	44,042	45,886	46,554	47,955	49,531	51,112
3	42,712	44,015	44,948	46,792	47,741	49,417	50,996	52,574
4	44,015	45,504	46,438	48,282	49,509	51,466	53,045	54,622
5	45,320	46,997	47,927	49,771	51,278	53,516	55,091	56,672
6	47,556	49,417	50,348	52,378	54,072	56,493	58,073	59,653
7	49,628	51,676	52,979	55,003	56,702	59,311	60,890	62,468
8	53,346	55,397	56,885	58,916	60,611	63,215	64,795	66,372
9	57,038	59,087	60,890	62,826	64,512	67,119	68,699	70,261
10	64,238	66,473	68,894	71,296	73,734	76,900	78,482	80,059
11	64,238	66,473	68,894	71,296	73,734	76,900	78,482	80,059
12	64,238	66,473	68,894	71,296	73,734	76,900	78,482	80,059
13	64,238	66,473	68,894	71,296	73,734	76,900	78,482	80,059
14	64,238	66,473	68,894	71,296	73,734	76,900	78,482	80,059
15	64,238	66,473	68,894	71,296	73,734	76,900	78,482	80,059
16	64,238	66,473	68,894	71,296	73,734	76,900	78,482	80,059
17	68,594	70,829	73,248	75,651	78,089	81,256	82,836	84,413

Year 2 2022-2023

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

MA+30	MA+40	PhD
52,105	53,682	55,436
52,691	54,267	56,023
54,154	55,733	57,486
56,202	57,781	59,536
58,251	59,830	61,582
61,229	62,810	64,562
64,048	65,626	67,380
67,951	69,532	71,282
71,839	73,420	75,170
81,639	83,216	84,972
81,639	83,216	84,972
81,639	83,216	84,972
81,639	83,216	84,972
81,639	83,216	84,972
81,639	83,216	84,972
81,639	83,216	84,972
85,994	87,570	89,327

MA+30	MA+40	PhD
54,189	55,829	57,653
54,799	56,438	58,264
56,320	57,962	59,785
58,450	60,092	61,917
60,581	62,223	64,045
63,678	65,322	67,144
66,610	68,251	70,075
70,669	72,313	74,133
74,713	76,357	78,177
84,905	86,545	88,371
84,905	86,545	88,371
84,905	86,545	88,371
84,905	86,545	88,371
84,905	86,545	88,371
84,905	86,545	88,371
84,905	86,545	88,371
89,434	91,073	92,900



MASTER AGREEMENT

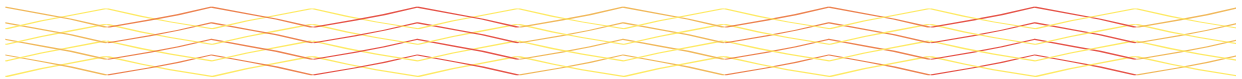
Between

**FRIDLEY INDEPENDENT SCHOOL DISTRICT 14
SCHOOL BOARD
FRIDLEY, MINNESOTA**

and

**CLERICAL, MEDIA CLERKS, HEALTH ASSISTANTS,
and TECHNOLOGY ASSISTANTS**

JULY 1, 2021 THROUGH JUNE 30, 2023



Fridley Independent School District 14
MASTER AGREEMENT
With Clerical, Media Clerk, Health Assistants, and Technology Assistants
2021-2023

Table of Contents

<i>Article I Recognition and Dues Check-Off</i>	4
Section 1. Purpose	4
Section 2. Recognition	4
Section 3. Obligation	4
Section 4. Authority of School Board	4
Section 5. Dues Check-Off	5
<i>Article II Definitions</i>	5
Section 1. Employee	5
Section 2. Terms and Conditions of Employment	5
Section 3. Description of Appropriate Unit	5
<i>Article III Wages and Work Assignments</i>	5
Sections 1, 2, 3. See Attached Wage Schedules and Experience Increments	5
Section 4. Work Schedule	5
Section 5. Step Advancement	6
Section 6. Term of Employment	6
Section 7. Step Placement and Credit for Past Employment	6
Section 8. Mileage	6
Section 9. Overtime	6
Section 10. Call Backs	7
Section 11. IRS	7
Section 12. Paychecks	7
Section 13. Lunch Period	7
Section 14. Workshops Staff Development	7
Section 15. Emergency School Closing	7
<i>Article IV Insurance</i>	7
Section 1. Medical Contribution	8
Section 2. Life Insurance	8
Section 3. Dental Insurance	8
Section 4. Long Term Disability Contribution	8
Section 5. Claims Against the School District	9
<i>Article V Leaves of Absence</i>	9
Section 1. Sick Leave	9
Section 2. Bereavement	9
Section 3. Personal Leave	10
Section 4. Child Care Leave	10
Section 5. Unpaid Leave of Absence	11

Section 6. Jury Duty.....	11
Section 7. Subpoena Leave	11
Section 8. Supplementation to Workers' Compensation Benefits.....	12
<i>Article VI Holidays and Vacation</i>	<i>12</i>
Section 1. Holidays	12
Section 2. Vacation	13
<i>Article VII Probation, Discipline, Posting, Discharge, and Personnel Files.....</i>	<i>144</i>
Section 1. Probation	144
Section 2. Discipline	15
Section 3. Personnel Files	15
Section 4. Job Posting	16
Section 5. Job Elimination	16
Section 6. Affected Employees	16
Section 7. Lay-Off List	17
Section 8. Recall	17
Section 9. Scheduled Time Reduction	18
Section 10. Seniority List.....	18
<i>Article VIII Matching Annuity and Severance</i>	<i>18</i>
Section 1. Matching Annuity	18
Section 2. Eligibility	18
Section 3. District Contribution	18
Section 4.....	20
<i>Article IX Grievance Procedure</i>	<i>20</i>
Definitions and General Provisions	20
<i>Article X Miscellaneous</i>	<i>222</i>
Section 1. Retirement.....	222
Section 2. Physical Examinations	23
<i>Article XI Duration</i>	<i>23</i>
<i>Attachment A.....</i>	<i>24</i>
Section 1. 2021-2022 Wage Schedule	24
Section 2. 2022-2023 Wage Schedule	24
Section 3. Experience Increments.....	24

THIS AGREEMENT, made and entered into as of July 1, 2021 by and between the School Board of Independent School District 14 of Anoka County, Minnesota, hereinafter referred to as the Employer, and the School Service Employees Local 284, hereinafter referred to as the Union.

Article I

Recognition and Dues Check-Off

Section 1. Purpose

Clerical, Media Clerk, Health Assistants, and Technology Assistants have elected to bargain collectively with their Employer for said purpose a majority of same has affiliated themselves as members of the Service Employees International Union, Local 284, affiliated with the Change to Win, and have chosen said Union to bargain collectively in their behalf for wages, hours of employment and working conditions.

Section 2. Recognition

The Employer recognizes and shall abide by the principles of collective bargaining as relating to wages, hours of employment and working conditions and further recognizes the Union as the sole and exclusive bargaining agency for all Clerical, Media Clerk, Health Assistants, and Technology Assistants in the Appropriate Unit, as defined in Article II Section 3, which excludes certain part-time employees, temporary employees, confidential employees, supervisory employees and essential employees.

Section 3. Obligation

The Employer shall not enter into any agreement with the unit members individually or collectively which in any way conflicts with the terms and provisions of this Agreement, nor shall the Employer discriminate against any Employee because of membership in the Union. In consideration of the recognition herein granted, it is further agreed that during the life of the Agreement there shall be no strikes, stoppage or slowdown of work so long as the terms and provisions of the Agreement are adhered to by the Employer. Neither the Employer nor the Union, its agents, officers, or representatives shall instigate any attempt to breach the Agreement, nor shall the Employer at any time instigate a lockout against the Employees.

The District shall make available to the Union a bargaining unit list of employees, including name, address, phone number, work hours, work location, position, wage schedule placement, date of employment, and work e-mail address.

Section 4. Authority of School Board

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the School Board or in any way abridging or reducing authority. Except as limited by the provisions of this Agreement, the School Board and or its administrators has the sole responsibility for the direction of the work force, including the right to hire, transfer discharge and discipline for proper cause. In addition, the work to be performed, the location of the work, the method and processes are the responsibility of the Board and/or its administrators.

Section 5. Dues Check-Off

The District shall deduct union dues from members' payroll checks upon receipt of written authorization signed by the employee or receipt of online signup with digital signature, subject to any and all limitations and restrictions under state and federal law. Dues will be remitted to Local 284's business office at 450 Southview Boulevard, South Saint Paul, MN 55075, not later than the 20th of each month.

Article II Definitions

Section 1. Employee

The term "employee" for the purpose of this Agreement means an employee who is Clerical, Secretarial, Health Assistant, Media Clerk or Technology Assistant.

Section 2. Terms and Conditions of Employment

The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA.

Section 3. Description of Appropriate Unit

For the purposes of this Agreement, the terms Clerical, Media Clerk, Health Assistants, and Technology Assistants shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employees' bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year unless these positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds 67 calendar days in that year, and emergency employees.

Article III Wages and Work Assignments

Sections 1, 2, 3. See Attached Wage Schedules

Section 4. Work Schedule

All employees shall be notified in writing, in May prior to the end of the school year of their work schedule for the following year. The district may request an employee begin her/his work year earlier than the previously stated date, but may not require the employee to do so. The notice to the employee will include, building, hours per day, days per year, position band and

grade, and hourly rate. New employees will be informed that the contract is online and the Union Steward will be informed of the new hire.

Hours of work and starting times shall be determined by the District based upon student needs.

Subd. 1. Employees working above their classification (band and grade) for fifty percent (50%) or more of their regular workday shall receive in addition to their hourly wage a differential of \$1.00 per hour for the hours worked outside of their classification.

Section 5. Step Advancement

Employees will advance one step on the salary schedule on July 1. For purposes of determining eligibility for step advancement, each employee's anniversary date will be adjusted to July 1 of the calendar year in which she/he was hired. New employees to Fridley ISD 14 may be hired up to step five (5) based upon years of previous experience in a similar position.

Subd. 1. An employee's wage and step will not suffer due to job description changes due to banding and grading. Said employees shall be grandfathered into current wage until such time as the wage schedule catches up to their wage.

Section 6. Term of Employment

All classes may have their term of employment shortened or lengthened if mutually agreeable to the employee and the administration.

Section 7. Step Placement and Credit for Past Employment

All employees who are re-employed will be placed on the salary schedule on the same step they were on at the time they were laid off and retain all other rights and benefits accrued before layoff. If an employee resigns from employment with the School District and is rehired at a later date, the employee will be placed on the step or a higher step than they were on when they resigned. Employees entering the bargaining unit shall be placed on the wage schedule according to their total consecutive years of service with the District.

Section 8. Mileage

District mileage will be paid as allowed by the IRS.

Section 9. Overtime

The overtime rate will be one and one-half times the employee's regular hourly rate including all applicable differentials and overrides for all hours worked over forty (40) hours per week, and a minimum of two (2) hours paid at time and a half for call backs on a Saturday. An employee who works overtime will receive payment for the overtime, unless the employee and the employee's supervisor mutually agree that the employee will take compensatory time in lieu of overtime pay. Compensatory time must be used within two pay periods of when it was earned. Written documentation must be maintained by the building administrator/direct supervisor.

Section 10. Call Backs

An employee will be compensated a minimum of two (2) hours at two (2) times the hourly wage for callbacks on a Sunday or holiday.

Section 11. IRS 125(B) Plan

An IRS 125(b) Plan is available for all employees.

Section 12. Paychecks

Employee will be paid on a semi-monthly basis. Each paycheck will represent the actual hours worked in the pay period for which the check is issued.

Section 13. Lunch Period

Employees shall be guaranteed a duty free lunch period.

Section 14. Workshops Staff Development

The school district will pay for all reasonable employee expenses to employees who are required by the school district to attend workshops, schools or meetings to maintain the necessary skills for the employee's position. Attendance at meetings, conventions, and workshops related to the employee's position will be granted without loss of pay provided that the time for attendance is approved in advance by the employee's Principal or Director. Any employee may be given the option to attend a workshop of the employee's choosing for professional development subject to the building principal's or the appropriate director's approval. Additionally, the District will provide one half (1/2) day paid staff development training each school year. A training committee shall include the union steward(s), to meet with the Director of Teaching and Learning and/or the Director of Human Resources, up to two hours annually, to discuss training suggestions/content that would be beneficial for the position(s) and offer professional development.

Section 15. Emergency School Closing

In the event of an emergency school closing in which employees are instructed not to report to work, employees will be paid for up to two (2) days per incident for their normal work assignment. Employees who are instructed to report to work in an emergency closing situation will be paid their scheduled hours, in addition will be given an equal number of paid hours off or the hours worked will be paid at their overtime rate up to two (2) days per incident.

**Article IV
Insurance**

All employees working 25 hours or more per week and having a duty assignment of 120 or more days per year shall receive the following medical, life, and dental insurance benefits.

Section 1. Medical Contribution

Subd. 1. Coverage: The School District shall contribute the same amount as the rate negotiated for the teaching staff of the district.

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

Single	100% of the base plan
Employee plus one	81% of the base plan
Family	74% of the base plan

Subd. 2. Insurance buy-in: An employee who has ten (10) years of service in the Fridley Public Schools and is at least 55 years of age shall be eligible to continue participation in the District's group medical insurance plan as per MN Statute §471.61. All group medical insurance coverage options will be available to the employee. The employee will be responsible for all premium costs following resignation or retirement from the District. Insurance must be taken at the time of leave and must be continuous. The employee may participate in all other insurance programs of the District on a self-pay basis subject in each case to the approval and terms of the insurance carrier. It is the responsibility of the employee to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance and on such dates as determined by the School District. The employee's right to continue participation in such group insurance, however, will be discontinued upon the employee reaching eligibility age of FICA/Medicare, or if the employee becomes eligible for insurance benefits through re-employment prior to the eligibility age of FICA/Medicare. Once a person has decided to terminate participation in insurance programs, he/she will not be allowed to re-enroll.

Section 2. Life Insurance

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

Section 3. Dental Insurance

The School District shall pay the total premium of individual coverage.

Section 4. Long Term Disability Contribution

The District will provide a long-term disability insurance plan for employees working 20 hours or more per week providing a benefit of 70% of the basic annual salary in the event of disability caused by sickness or accident. The waiting period for this benefit shall be 60 consecutive calendar days. Participation in the plan is mandatory for all qualified employees and the premium for the plan will be paid by the employee through payroll deduction. An hourly wage

adjustment has been made to compensate for the deduction of the Long Term Disability premium.

Section 5. Claims Against the School District

Any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. The School District's only obligation is to purchase an insurance policy under the provisions of this Agreement and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of denial of insurance benefits by an insurance carrier.

Article V Leaves of Absence

Section 1. Sick Leave

All employees covered by this contract shall be eligible for sick leave benefits. Eligible employees will earn sick leave at a rate per month equal to the average hours worked per day. An entire year's worth of sick leave will be credited at the beginning of the year or at the beginning of an employee's employment and an employee may use any amount of sick leave credited. Probationary employees may use sick leave as earned until the end of the probationary period. An employee who terminates employment, having used but not yet earned sick leave at the 'one day a month' rate shall repay, from the employee's final check, any over-use of credited sick leave. Unused sick leave can be carried forward. A certificate from a physician may be required to substantiate the need for this leave. Earned sick leave may be used for illness or injury of relatives pursuant to MS § 181.9413 but must at least include the following individuals brother, sister, mother, father, spouse, domestic partner, child, parents-in-law, grandparents, and grandchildren.

Section 2. Bereavement

Subd. 1. 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 3. Personal Leave

All employees covered by this contract shall be eligible for two days of personal leave per year. Personal leave is intended for personal business and emergencies, a transaction, hearing, or consultation which cannot be conducted outside the normal workday. Personal leave will not be approved for absence resulting from weather conditions and its effect on transportation. Requests for personal leave must be submitted to the staff member's supervisor in writing two days in advance, except in emergency cases. The reason for the personal leave will be stated unless it is of a very private nature. All requests must have the approval of the employee's supervisor. Personal leave days are cumulative to 5 days and will be deducted from sick leave.

Section 4. Child Care Leave

All employees covered by this contract shall be eligible for child care leave as follows:

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

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

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, an employee may elect to utilize sick leave pursuant to the sick leave provisions of this Agreement in lieu of seeking a child care leave pursuant to this section. An employee shall be eligible for only one of the options provided herein. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date 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 employee may be required to subject to an examination by a physician designated by the District at District expense.

Subd. 4. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

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

Subd. 5. An employee returning from child care leave shall be re-employed in the position or a similar position which was held at the commencement of the leave.

Subd. 6. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree to an extension in the leave.

Subd. 7. The parties agree that the applicable periods of probation for employees as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate an employee's performance. The parties agree, therefore, that period of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 8. An employee 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 the Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence of child care leave.

Subd. 9. Provisions of this policy which apply after the birth of a child also apply following the adoption of a child.

Section 5. Unpaid Leave of Absence

All employees shall be eligible for a leave of absence. A leave of absence may be granted upon the approval of the School Board. Leaves may be granted up to 12 months. In all cases, the beginning date and the return date of the leave of absence must be approved by the School Board. All leaves of absence are to be granted without pay. The employee shall be returned to her/his former classification and the employee shall not lose her/his seniority rights except employees on leaves of absence shall accrue seniority for a total of twelve (12) months only.

Section 6. Jury Duty

All employees shall be granted the additional amount to make up full pay if required to serve on jury duty or subpoenaed for any court duty. 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 7. Subpoena Leave

An employee who is subpoenaed for a school-related issue shall be granted the necessary leave required without any salary deduction or loss of basic leave allowance.

Section 8. Supplementation to Workers' Compensation Benefits

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

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

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

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

Article VI Holidays and Vacation

Section 1. Holidays

Subd. 1. Twelve Month Employees.

Twelve month employees will be granted the following holidays (12 days):

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

Subd. 2. Eleven Month Employees.

An eleven month employee is an employee who is paid for at least two hundred twenty-four (224) days, exclusive of holidays. Eleven month employees will be granted the following holidays (11 days).

Labor Day	New Year's Day
Thanksgiving Day	Presidents' Day

Friday following Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

Good Friday
Martin Luther King Jr. Day
Memorial Day

Subd. 3 Nine and Ten Month Employees.

Nine and ten month employees will be granted the following holidays (9 days).

Labor Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Day

New Year's Day
Presidents' Day
Good Friday
Martin Luther King Jr. Day
Memorial Day

Each listed holiday shall be a holiday unless the district chooses to hold school on that day, in which case the school district shall establish another holiday that year in lieu of the listed holiday.

Subd. 4. Holidays that fall on weekends will be observed on Friday or Monday as established by the School District.

Subd. 5. To be eligible for holiday pay, an employee must have worked either the regular work day before or after the holiday unless the employee is on approved paid leave.

Subd. 6. Religious Holiday Observance.

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

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

Section 2. Vacation

Vacation will be credited at the beginning of the fiscal year or at the beginning of any employee's employment. An employee may use any amount of vacation credited. Probationary employees may use vacation as earned until the end of the probationary period. An employee who terminates employment, having used but not yet earned vacation time shall repay, from the employee's final check, any over-use of credited vacation. Employees hired after the beginning of the school year will be credited vacation days on a prorated basis.

Subd. 1. Twelve Month Employees.

Twelve month employees will be granted the following amounts of annual vacation with the indicated length of continuous employment with the District:

Start through three (3) years	10 days
After three (3) years	12 days
After five (5) years	15 days
After ten (10) years	18 days
After thirteen (13) years	20 days
After sixteen (16) years	23 days
After eighteen (18) years	25 days

For purposes of determining eligibility for vacation, each employee's anniversary date will be adjusted to July 1 of the calendar in which she/he was hired.

Subd. 2. Nine and Ten Month Employees.

Nine and ten month employees will be granted vacation as designated by the administration. If a new nine or ten month employee resigns before completing a full school year of service, their vacation allocation will be prorated based on days and hours worked in assignment. Any overuse of vacation shall be deducted from the final paycheck

Nine and ten month employees will be granted the following amounts of annual vacation with the indicated length of continuous employment with the District:

Start of employment	10 days
Start of ten (10) years +	12 days

Subd. 3. Any employee who leaves the employ of the School District during the calendar year for any voluntary reason and gives two-week's notice shall receive up to ten (10) days of earned available vacation pay due upon separation. Any employee whose employment is terminated will not receive any vacation payout and any overused vacation time will be deducted from the final paycheck.

Subd. 4. Unused vacation time may accumulate to a maximum of ten (10) days. As of September 1 of each year, no clerical employee may have accumulated more than ten (10) days. Exceptions may be granted at the discretion of the Superintendent.

Subd. 5. Any employee may take vacation time while school is in session with prior approval from the employee's immediate supervisor.

Article VII

Probation, Discipline, Posting, Discharge, and Personnel Files

Section 1. Probation

All new employees shall work a probationary period which shall consist of one hundred twenty (120) calendar days of continuous service. A probationary employee may be discharged

without recourse to the grievance procedure. Subsequent to the probationary period the employee shall be discharged only for just cause.

In addition to the initial probationary period an employee transferred or promoted to a different classification shall serve a new probationary period of three months in any new such classification. During this three months' probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification.

Section 2. Discipline

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

Subd. 1. Progressive Disciplinary action may include the following:

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

Subd. 2. Whenever possible, the district shall discuss with the Employee(s) any concern which may lead to a disciplinary action and shall offer constructive suggestions for correction before any disciplinary action is initiated.

Subd. 3. Employee(s) shall be entitled to have a representative of the Union present in the event that she/he is being reprimanded, warned or disciplined for any infraction of rules and delinquency in professional performance. If an Employee requests representation, no action shall be taken with respect to the matter until a representative of the Union is present, provided that the representative is available in a timely manner so as not to delay the action.

Section 3. Personnel Files

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

Subd. 1. No written material of an Employee's conduct, service or character shall be placed in her/his personnel file unless the employee has been given prompt written notice.

Subd. 2. As provided by law, an Employee shall be entitled to submit a written response to any material placed in their personnel file or to seek expungement of any material through the grievance procedure.

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

Section 4. Job Posting

Written notice of job openings of more than 30 working days duration shall be emailed to all employee's district email. The job posting will include the band and grade level assigned to the posted position. Applications of the interested parties should be submitted via the indicated method. The school district shall offer the position to the most senior qualified applicant for the position.

Candidate selection will not begin until the posting closes; positions will be posted for a minimum of 5 working days. Any internal candidates from the unit not granted a position has the right to request the reasons for rejection of his/her application with the intent being to increase or correct any qualifications that are lacking in order to be considered for future job openings.

Section 5. Job Elimination

The employer recognizes that the purpose of seniority is to provide declared policy as to the order of layoff and recall of employees. The employer shall meet with Union, in advance of any job elimination for the purpose of discussing the procedures to be followed. Seniority shall be determined by total years of continuous employment in the District. Senior employees may only displace less senior employees, if qualified.

Employees with the least seniority within a pay grade shall be laid off first.

Section 6. Affected Employees

For purposes of this section, employees whose positions are eliminated or reduced in hours below the level for which the incumbent is eligible for insurance shall be known as 'affected employees' and shall have recourse to this bumping process.

An affected employee will first be placed into a vacant bargaining unit position, if qualified, except that the affected employee has no obligation: to accept a vacant position below the employee's original pay grade, to accept a position which is more than 1 hour per day different than the employee's previous position, to accept a position which would disqualify the employee for insurance benefits if the employee was previously eligible, to accept a shorter work year, or to accept a position for which she/he is not qualified.

If no vacant position is available, the affected employee may accept layoff without bumping, or may displace the least senior employee in the affected employee's classification, if qualified, who is less senior than the affected employee and who holds daily hours of up to one hour more than the affected employee held before layoff. Any employee displaced may then either accept layoff without bumping or may use the above displacement procedure. If no position is available in an affected employee's classification, the bumping process will continue in each subsequently lower classification.

Section 7. Lay-Off List

When no further positions are available, or if the employee chooses not to use the bumping procedure, the employee will be placed on layoff status. An employee may retain layoff status for two (2) years from the date of layoff.

Section 8. Recall

The school district will notify all employees on layoff of any open position for whom the position is at or below the pay grade the employee(s) held at the time of layoff. The district will discuss with each employee, in order of seniority as needed, the requirements and qualifications for each job. Employees on layoff shall have automatic right of recall to any position, if qualified, at or below the employee's original pay grade which is up to 1 hour per day more than the employee's original position.

When an employee is on layoff, the employee also has no obligation to accept an open position below the employee's original pay grade, to accept a position which is more than one hour per day different than the employee's previous position, to accept a position which would disqualify the employee for insurance benefits if the employee was previously eligible, to accept a shorter work year, or to accept a position for which she/he is not qualified.

An employee on layoff may decline one (1) open position which is not:

1. At the same pay grade the employee held at the time of layoff; and
2. No more than 1 hour per day different than the position the employee held at the time of layoff; and
3. Of a sufficient number of hours so the employee will be eligible for insurance benefits, if the employee were eligible before layoff; and
4. Scheduled for the same length of work year as the employee held at the time of layoff; and
5. A position for which the employee is qualified.

An employee will lose rights to recall if the employee declines an open position which is:

1. At the same pay grade the employee held at the time of layoff;
2. No more than 1 hour per day different than the position the employee held at the time of layoff;
3. Of a sufficient number of hours so the employee will be eligible for insurance benefits, if the employee were eligible before layoff; and
4. Scheduled for the same length of work year as the employee held at the time of layoff; and
5. A position for which the employee is qualified;

If an employee who is about to be laid off declines to displace another person, that employee has not declined an open position and enters layoff with full recall rights.

Section 9. Scheduled Time Reduction

If there is a need for reduction to certain employees' scheduled work time (hours per day or days per year) within a job title, the reduction will be taken from the least senior person in the job title. If operational needs mandate that the least senior person's position cannot be the one reduced, the affected employee may displace the least senior person in the job title who is at or nearest to the amount of time for which the more senior person was scheduled.

Section 10. Seniority List

Subd. 1. Seniority Date.

An employee's seniority date will be the employee's first day of service. (New employees must complete the probationary period as defined in this agreement.) If two or more employees hold the same seniority date and the tie must be broken, seniority ranking for those employees shall be determined by random drawing of names. Each affected employee may attend the drawing or send a representative. The first name drawn shall be the most senior, and so on until all names are drawn.

Subd. 2. Annual Posting of List. The district will publish and post a seniority list in the district staff portal each year no later than October 1. Any employee whose name appears or should appear on the seniority list shall have 21 days from the date of the posting to request a change in the list. If no request for change is made, the list will be deemed accurate for the remainder of the year, except that modifications may be made due to employee terminations or new hires.

Article VIII Matching Annuity

Section 1. Matching Annuity

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

Section 2. Eligibility

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

Subd. 1. Employees working at least 5 hours per day shall receive the full contribution.

Section 3. District Contribution

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

Subd. 1. The following table is to be used to calculate the matching amount for each participating employee. The maximum annual District contribution shall be based on matching an employee's contribution per the following:

			2020-2021
Zero (0) through Three (3) years in Fridley			\$0
Four (4) through Nine (9) years in Fridley			\$2025
Ten (10) through Fourteen (14) years in Fridley			\$2150
Fifteen (15) years to Nineteen (19) years in Fridley			\$2275
Nineteen plus (19+) years in Fridley			\$2400

Subd. 2. The District will contribute an amount equal to the employee's requested annual contribution up to the maximum amount listed in this Section.

Subd. 3. The District contribution will begin when the employee initiates an eligible investment program. The amount of the District's contribution will not to exceed the benefit schedule set out in Subd. 1 above.

Subd. 4 An employee may elect to contribute to the selected program more than the district match. This Article only defines the limits of the district's participation in the selected program.

Subd. 5. The district match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after the first year of eligibility.

Subd. 6. When an employee has an eligible plan in effect, the district's contribution shall be automatic unless the employee requests otherwise.

Subd. 7. All provisions of this Article are subject to applicable code provisions of Minnesota Statutes, Internal Revenue Code Section 403(b), but not subject to the Grievance Procedure at Article XIV.

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

Subd. 9. Contributions cannot be retroactive to the previous calendar year.

Subd. 10. The District's maximum lifetime contribution shall be no more than \$50,000.

Subd. 11. Employees hired after July 1, 1990 and after they have accumulated 50 days of sick leave, may make an irrevocable election for the school district to contribute to the employee's 403(b) account up to 10 days of the annual allocation of sick leave at step one

(1) of employee's band and grade. Members must make this irrevocable election prior to June 1st affecting the following fiscal years' accrual.

Section 4

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

Article IX Grievance Procedure

Definitions and General Provisions

A "**grievance**" is defined as a dispute between an employee or group of employees and the District regarding the interpretation of or adherence to the terms and/or provisions of the Agreement.

1. **Representatives:** Either party, employee(s) or School District, may be represented during any step of the grievance procedure by any person or agent designated by such party.
2. **Days:** In this procedure, a "day" is defined as a scheduled working day, which means a day the employee regularly scheduled to work excluding Saturdays, Sundays, legal holidays, or holidays contained within this Agreement.
3. **Extension of Time Limits:** Time limits specified in this procedure may be extended or waived by mutual agreement.
4. **Computation of Time:** In computing any period of time prescribed or allowed by this procedure, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or a legal holiday.
5. **Filing and Postmark:** The filing or service of any notice or document shall be timely if it bears a postmark of the United States mail within the time period.
6. **Time Limitation and Waiver:** Failure to file or appeal any grievance within the time periods prescribed in this procedure shall constitute a waiver of the grievance. Failure by the School District to respond within the time periods prescribed herein shall constitute a denial of the grievance and the grievant(s) may appeal the grievance to the next step.

- 7. Responses to Grievances:** In responding to a grievance at any step, the District representative shall issue a written decision to the employee(s) with the grievance, the union steward, and the union business agent.

Step 1. The employee(s) concerned shall first attempt to resolve the grievance informally with the appropriate immediate supervisor. If the parties do not reach an agreement regarding the grievance, the employee(s) may submit the grievance in writing to the Director of Administrative Services within ten scheduled working days of the date of occurrence or the date on which the employee(s) learned of the occurrence, whichever is later. Within five days of receipt, the District shall respond in writing to the grievance.

Step 2. The employee(s) may appeal the grievance to the Superintendent or designee within 5 days after the employee(s) receive the written response to Step 1. If the parties fail to agree or the matter has not been adjusted within 5 days after the grievance has reached Step 2, the employee(s) may appeal to Step 3.

Step 3. A Petition for Mediation may be filed within twenty (20) days with the State of Minnesota, Bureau of Mediation Services (BMS), to attempt to adjust the grievance. After each mediation session, the District representative(s) shall respond in writing to the grievance. If the parties cannot resolve the dispute within a reasonable time, the mediator shall declare a grievance impasse. If a grievance impasse has been declared, the dispute may then be appealed to Step 4.

Step 4. Arbitration Procedures

Subd. 1. Request.

A request to submit a grievance to arbitration must be in writing and such request must be sent to the office of the Superintendent and to the BMS within ten days following the day the employee(s) receive the written response to Step 3 of the grievance procedure.

Subd. 2. Prior Procedure Required.

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. Selection of Arbitrator.

The party appealing the grievance shall request a list of arbitrators from the BMS. Upon receiving the list, the parties shall alternately strike arbitrators' names from the list until only one name remains. The parties shall determine which party will strike the first name by coin toss or other method of the parties' choice. The last remaining arbitrator shall hear the grievance.

Subd. 4. Submission of Grievance Information.

Upon appointment of the arbitrator, the appealing party shall, within five days after notice of appointment, forward to the arbitrator, with a copy to the School Board, the submission

of the grievance which shall set forth the nature and basis of the grievance. Additional information shall be provided at the arbitrator's request.

Subd. 5. Hearing. 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 proceedings before the arbitrator shall be a hearing denovo.

Subd. 6. Decision. The decision by the arbitrator shall be rendered within thirty 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. of 1971 as amended.

Subd. 7. Expenses. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in 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, the cost of the transcript or recording if requested shall be borne by the party requesting the transcript.

Subd. 8. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedures as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall 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. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation with the legal limitations surrounding the financing of such operations.

Article X

Miscellaneous

Section 1. Retirement

As provided by law.

Section 2. Physical Examinations

X-rays or Mantoux tests as required will be given at the expense of the District.

Article XI**Duration**

THIS AGREEMENT shall be in force from July 1, 2021 through June 30, 2023, and shall continue as is from year to year unless either party shall notify the other in writing 60 days prior to expiration date of existing contract of their desire to re-open negotiations.

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

**School Service Employees
Local 284, SEIU**

By_____

By_____

By_____

By_____

By_____

Dated_____

**As Representing the School Board
School District 14**

By_____

By_____

Dated_____

2021-2023
Attachment A
CLERICAL, MEDIA CLERK, HEALTH ASSISTANTS, AND TECHNOLOGY ASSISTANTS
WAGE SCHEDULE

Section 1. 2021-2022 Wage Schedule

B/G	A13	B21	B22	B23	B24
1	\$16.41	\$16.93	\$17.46	\$18.00	\$26.08
2	18.18	\$18.90	\$19.41	\$19.86	\$27.63
3	\$19.40	\$20.30	\$20.79	\$21.12	\$28.98
4	\$20.96	\$21.72	\$22.09	\$22.40	\$30.74
5	\$23.05	\$23.86	\$24.10	\$24.48	\$32.31
12-month employees will receive \$.30 per hour above schedule.					

Section 2. 2022-2023 Wage Schedule

B/G	A13	B21	B22	B23	B24
1	\$16.74	\$17.27	\$17.81	\$18.36	\$26.60
2	\$18.54	\$19.28	\$19.80	\$20.26	\$28.18
3	\$19.79	\$20.70	\$21.20	\$21.55	\$29.56
4	\$21.38	\$22.15	\$22.54	\$22.85	\$31.36
5	\$23.51	\$24.33	\$24.58	\$24.97	\$32.96
12-month employees will receive \$.30 per hour above schedule.					

Section 3. Experience Increments

Each employee will receive the following overrides effective July 1 after the employee has completed the indicated number of years of service. To determine eligibility for longevity pay, each employee's anniversary date will be adjusted to July 1 of the calendar year in which she/he was hired.

2021-2023

After 10 years of service to the District	\$0.50/hour
After 15 years of service to the District	\$0.65/hour
After 20 years of service to the District	\$0.85/hour

Minutes
School Board Business Meeting
Fridley Independent School District 14
January 18, 2022

Call to Order

Donna Prewedo called the Business Meeting of the Fridley School Board to order at 7:30 p.m. on Tuesday, January 18, 2022 at the Fridley Community Center (FCC). Present: Abdisalam Adam, Nikki Auna, Jake Karnopp, Ross Meisner, Donna Prewedo, and Avonna Starck. Absent: None

Oath of Office

Donna Prewedo reviewed the oath of office for newly elected members: Nikki Auna, Ross Meisner and Avonna Starck.

Organization of The Board

Motion by Karnopp, seconded by Starck to nominate Ross Meisner as Board Chair. No further nominations. Upon roll being called, Adam, Auna, Karnopp, Prewedo and Starck voted in favor, none against, Meisner abstained. Motion carried 6-0.

Motion by Prewedo, seconded by Starck to nominate Abdisalam Adam as Vice Chair. No further nominations. Upon roll being called, Auna, Karnopp, Meisner, Prewedo, and Starck voted in favor, none against, Adam abstained. Motion carried 6-0.

Motion by Prewedo, seconded by Adam to nominate Nikki Auna as Treasurer. No further nominations. Upon roll being called, Adam, Karnopp, Meisner, Prewedo and Starck voted in favor, none against, Auna abstained. Motion carried 6-0.

Motion by Prewedo, seconded by Starck to nominate Jake Karnopp as Clerk. No further nominations. Upon roll being called, Adam, Auna, Meisner, Prewedo and Starck voted in favor, none against, Karnopp abstained. Motion carried 6-0.

Approval of Agenda

Motion by Starck, seconded by Karnopp, to approve the agenda for January 18, 2022. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 6-0.

Spotlight on Recognition

1. Superintendent Hiel introduced the January Employee of the Month, Nancy Thole who works at Fridley Community Center as a Paraeducator.

Superintendent and Staff Reports

1. Stephen Keeler, Director of Community Education and Kelly McConville, Principal of Alternative Services presented on the programs currently running at the ALC, Preschool and Fridley Community Center.

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 **Hayes Elementary** for a total of \$7.00
 - o Anonymous
- The following persons donated to **Stevenson Elementary** for a total of \$100.00
 - o Chris Breitbach

Motion by Starck, seconded by Karnopp to accept the gifts and thank the donors for their contributions. Upon roll being called, Adam, Auna, Karnopp, Meisner, Prewedo, and Starck all voted in favor, none against, none abstained. Motion carried 6-0.

2. Motion: School Board Organization and Annual Authorizations for 2022

Motion by Adam, seconded by Prewedo to approve the School Board Organization and Annual Authorizations for 2022. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 6-0.

3. Motion: Second Reading and Adoption of Policies

- a. Policy 506 Student Discipline
- b. Policy 599 Student Acceleration
- c. REMOVE Policy 697 Assessment Practices Policy
- d. REMOVE Policy 698 District Language Policy

Motion by Karnopp, seconded by Prewedo, to approve the Second Reading and Adoption of Policies 506 and 599 and removing policies 697 and 698. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 6-0.

Consent Agenda

Motion by Adam, seconded by Prewedo to approve the consent agenda of routine action items including minutes of the regular School Board meeting, work session held on December 21, 2022; Monthly Financial Reports; and New Contracts, Amendments, Leaves of Absence, Resignations and Retirements; 2022-2023 Fridley High School Registration Guide; School Board Meeting Calendar 2022-2023. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 6-0.

Important Future School Board Dates

1. Northwest Suburban Integration School District Joint Powers Board Meeting
January 19, 2022 at 6:15 PM
NWSISD District Office
2. No School – Planning and Evaluation Day
January 28, 2022
3. Schools for Equity in Education Meeting
January 28, 2022 at 9:00 AM

Doubletree-Roseville

4. Blended Learning Day / Staff Development
January 31, 2022
5. NE Metro 916 Board Meeting
February 2, 2022 at 6:00 PM
Bellaire School
6. AMSD Board Meeting
February 4, 2022 at 7:00 AM
Quora Education Center
7. Fridley Public Schools School Board Meeting
February 15, 2022
Fridley Community Center
5:30 PM Work Session
7:00 PM Public Forum
7:30 PM Business Meeting
8. Fridley Public Schools School Board Work Session
March 1, 2022 at 5:30PM
Fridley Community Center

Adjournment

Motion by Prewedo, seconded by Starck, to adjourn at 8:07 p.m. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 6-0.

Ross Meisner, Board Chair

Jake Karnopp, Board Clerk

Minutes
School Board Work Session
Fridley Independent School District 14
January 18, 2022

Call to Order

The Work Session of the Fridley School Board was called to order by School Board Chair Prewedo at 5:50 PM on Tuesday, January 18, 2022, at the Fridley Community Center. The following Board members were present in the room: Abdisalam Adam, Nikki Auna, Jake Karnopp, Ross Meisner, Donna Prewedo, and Avonna Starck. Absent: None

The following items were discussed

- A. Signing Required Documents
- B. Governance and Policy
 - 1. Second Readings and Adoption of Policies
 - a. Policy 506 Student Discipline
 - b. Policy 599 Student Acceleration Policy
 - c. REMOVE Policy 697 Assessment Practices
 - d. REMOVE Policy 698 District Language Policy
- C. Oversight of Operations
 - 1. Legal, Staffing and Personnel Update
 - a. New Contracts, Amendments, Leaves of Absence, Terminations, Resignations, and Retirements
 - 2. Finance and Operations Update
 - a. Acceptance of Bids for FHS Boiler Project
 - b. RFP for Transportation
 - 3. Fridley High School Registration Guide 2022-2023
 - 4. Partnership Updates
 - a. Northeast Metro 916 Intermediate School District Meeting held on January 12, 2022
- D. Board Governance Policy
 - 1. Nominations of Officers & Board committees for 2022
 - 2. School Board Meeting Calendar for 2022-2023
- E. Informational Items
 - 1. District Update
 - 2. At the Next Work Session: Feb 1 - CANCELLED
- F. Public Forum

Adjourned at 7:20 p.m.

Ross Meisner, Board Chair

Jake Karnopp, Board Clerk

Fund	Balance 12/31/21	Receipts	Payroll Disbursements	A/P Disbursements	Journal Entry Transfers	Balance 1/31/22
General (01)	\$ 32,563,650.83	\$ 14,534,797.87	\$ 1,565,849.27	\$ 12,982,076.32	\$ (464,433.25)	\$ 32,086,089.86
Food Service (02)	750,288.69	18,117.91	37,054.50	70,691.20	(23,272.73)	637,388.17
Transportation (03)	(32,474,445.72)	-	6,378.57	360,824.44	(2,819.01)	(32,844,467.74)
Comm. Service (04)	303,369.51	107,113.33	74,548.47	103,148.02	(24,298.88)	208,487.47
Operating Capital (05)	(368,003.77)	-	-	7,879.27	-	(375,883.04)
Construction (06)	1,180,641.67	-	-	-	-	1,180,641.67
Debt Service (07)	4,465,028.35	71,910.06	-	3,348,050.00	-	1,188,888.41
Performance Contract (16)	(4,075,225.92)	-	-	72,833.17	-	(4,148,059.09)
Activity Fund (19)	161,068.11	7,786.95	-	11,948.75	-	156,906.31
Dental Self Insurance (20)	319,028.48	72.65	-	33,181.09	27,069.28	312,989.32
Medical Self Insurance (21)	6,676,472.98	48,238.51	-	528,506.32	487,754.59	6,683,959.76
OPEB Trust Fund (25)	37,466.91	296,665.18	-	270,364.24	-	63,767.85
OPEB Debt Service (47)	652,925.78	9,651.14	-	520,177.50	-	142,399.42
Student Activities Under Board Control (51)	83,878.57	9,066.03	-	3,000.85	-	89,943.75
Total	\$ 9,728,337.86	\$ 15,103,419.63	\$ 1,683,830.81	\$ 18,312,681.17	\$ 0.00	\$ 5,383,052.12

Bank	Balance Per Bank Statement	Outstanding Checks	Outstanding Deposits	Balance per Treasurer's Books
MN Trust - OPEB	\$ 15,421.54	\$ -	\$ -	\$ 15,421.54
MN Trust - Operating	5,970,530.56	602,899.98	-	5,367,630.58
Total	\$5,985,952.10	\$ 602,899.98	\$ -	\$5,383,052.12

Difference	\$	0.00
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Schedule of Investments

As of 1/31/22

Investment	Broker	Type	Purchased	Maturity	Market Value	Par	Yield
MN Trust Term Series	PMA - OPP	TS	01/25/22	02/25/22	11,000,000.00	11,000,280.27	0.03%
Greenstate Credit Union Certificate of Deposit	PMA - OPP	CD	05/26/21	07/26/22	249,800.00	249,974.94	0.06%
CFG Bank Certificate of Deposit	PMA - OPP	CD	05/26/21	07/26/22	249,700.00	249,853.01	0.05%
Customers Bank Certificate of Deposit	PMA - OPP	CD	05/26/21	07/26/22	249,800.00	249,937.30	0.05%
Royal Business Bank Certificate of Deposit	PMA - OPP	CD	05/26/21	07/26/22	249,800.00	249,976.39	0.06%
First Internet Bank of Indiana Certificate of Deposit	PMA - OPP	CD	05/26/21	07/26/22	249,800.00	249,966.38	0.06%
Midland States Bank Certificate of Deposit	PMA - OPP	CD	05/26/21	07/26/22	249,800.00	249,948.69	0.05%
Azle ISD REF-TXBL	PMA - OPEB	SEC	01/08/20	02/15/22	220,255.20	220,000.00	1.60%
Financial Federal Bank	PMA - OPEB	CD	12/22/21	11/01/22	100,000.00	100,086.03	0.10%
Trustar Bank	PMA - OPEB	CD	11/19/21	11/21/22	249,600.00	249,786.04	0.07%
Kane SD #304-UNREF	PMA - OPEB	SEC	01/07/21	01/01/23	705,107.50	655,000.00	0.24%
Desert Sands USD-REF	PMA - OPEB	SEC	02/23/21	08/01/23	233,868.80	220,000.00	0.12%
NYC-D2-TXBL	PMA - OPEB	SEC	02/19/21	12/01/23	1,035,340.00	1,000,000.00	0.20%
Schenectady Co	PMA - OPEB	SEC	03/09/21	12/15/23	229,205.25	225,000.00	0.20%
Oklahoma City - TXBL	PMA - OPEB	SEC	01/07/20	03/01/24	211,106.00	200,000.00	1.70%
US Treasury N/B	PMA - OPEB	SEC	11/22/21	10/15/24	687,066.10	700,000.00	0.66%
US Treasury N/B	PMA - OPEB	SEC	12/21/21	11/30/24	445,838.60	444,000.00	0.80%
US Treasury N/B	PMA - OPEB	SEC	01/21/22	01/30/25	263,258.88	275,000.00	1.35%
Totals					\$ 16,879,346.33	\$ 16,788,809.05	

Personnel Changes 2021-22 School Year

New Contracts and Amendments per Master Agreements (2021-2022)

First Name	Last Name	Assignment	Step/Lane/Salary	School
Ethan	Andler	Student Auditorium Worker	\$10.15/hour	FHS
Zack	Bobick	Boys Basketball Coach	Schedule C	FMS
Erin	Drake	Art Teacher	BA+40/Step 8	FHS
Rebecca	Fisher	Music Teacher	BA+30/Step 8	Hayes
Nicola	Laine	Art Club Advisor	Schedule C	FHS
Christine	Nalepka	Weight Room Coach	Schedule C	FHS
Aaron	Quach	Math Team Coach	Schedule C	FHS
Mike	Wilmes	Math Team Coach	Schedule C	FHS
Dan	Wold	One Act Play Director	Schedule C	FHS
Philip	Wolney	Boys Basketball Coach	Schedule C	FMS
Boomer	Xiong	WSI/LG	14.61/10.37/hour	FCC

Individual Contracts (2021-2022)

First Name	Last Name	Assignment	Step/Lane/Salary	School
Joshua	Collins	Director of Communications and Community Relations	Individual Contract	District

Resignations (2021-2022)

- Joshua Denzer resigned his building and grounds position at Fridley Public Schools, effective February 8, 2022.
- Erika Lyzhofst resigned her teacher position at Fridley Middle School, effective March 4, 2022.
- Michael Pomerleau resigned her cook position at Fridley High School, effective January 28, 2022.

Leaves (2021-2022)

- Hannah Johnson has requested a leave of absence from her teacher position at Fridley High School from April 13, 2022 through June 10, 2022.
- Emily Latzka has requested a leave of absence from her teacher position at Fridley High School from January 31, 2022 through February 8, 2022.
- Kristin Lemke has requested a leave of absence from her cook position from January 12, 2022 through January 28, 2022
- Jennifer Nalepka has requested a leave of absence from her teacher position at Fridley Middle School from April 5, 2022 through June 10, 2022.
- Barb Siejko has requested a leave of absence from her teacher position at Fridley Middle School from January 20, 2022 through March 18, 2022.

Terminations (2021-2022)

- Niomi Finley's employment as a para at Fridley Middle School ended, effective January 18, 2022.
- Edward Sherrod's employment as a custodian at Fridley High School ended, effective January 18, 2022.



A World-Class Community of Learners

School Board Approval of Overnight Field Trip

Any staff requesting an overnight field trip activity for students are required to get advance School Board approval before advertising to students and parents.

Completed by Dan Nalepka		Subject area Baseball	Date of request 1/19/2022
Name of school and staff member(s) planning trip Fridley HS - Dan Nalepka			
Name and address of outside sponsoring group N/A		Name of travel agent selected N/A	
List fees or expenses that will be paid by the travel agent to the staff member N/A		What are the limits of liability by travel agent? (attach copy of insurance statement) N/A	
Number of students on trip 18		Number of school days missed 0	
Educational objectives of proposed trip To get the opportunity to train for the upcoming baseball season in Florida during spring break before the weather is nice here.			
Location of trip (city, state, country) Vero Beach, Florida, United States	Dates of trip 3/21/2022 - 3/26/2022		Events (if any) Scrimmages and practices
Number of staff attending 3	Number of parents attending as chaperones 0 officially	Who pays for staff and parent expenses? Players and fundraising	
Expenses paid by district 0	Will the district provide a substitute? None needed	How many days? 0	
Cost per student \$1,500	Expenses paid by fund-raising or sponsor \$TBD	Expenses paid by students \$TBD	
Special travel and lodging arrangements		Itinerary (including dates) We leave March 21 st in the morning and the events at the complex are TBD, waiting for specifics from training complex. Most likely will be practice everyday with scrimmages hopefully on Thursday, Friday, and Saturday morning. We leave in the evening on Saturday March 26 th .	
Will you include information that will be provided to parents/students for advertising the trip?		Will you complete parent approval for students to receive emergency needed treatment?	
☒ Yes ☐ No ☐ Attached		☒ Yes ☐ No ☐ Attached	
Will be brought to School Board for action on what School Board meeting date?			

Approved by:

Principal	Superintendent
Date	Date



A World-Class Community of Learners

School Board Approval of Overnight Field Trip

Any staff requesting an overnight field trip activity for students are required to get advance School Board approval before advertising to students and parents.

Completed by Jessica Schuette	Subject area Individuals and Societies (Social Studies)	Date of request 01/22/22
Name of school and staff member(s) planning trip Jessica Schuette (FHS) & Aaron Cuthbert (FMS)		
Name and address of outside sponsoring group YMCA Center for Youth Voice 1801 University Avenue SE, Minneapolis, MN 55414	Name of travel agent selected NA	
List fees or expenses that will be paid by the travel agent to the staff member NA	What are the limits of liability by travel agent? (attach copy of insurance statement) NA	
Number of students on trip	Number of school days missed None (Spring Break)	
Educational objectives of proposed trip Participants in Model UN learn how countries interact with each other and gain a global perspective on the issues that impact our everyday lives.		
Location of trip (city, state, country) Minneapolis Marriot Hotel 30 South 7th Street Minneapolis, MN 55402	Dates of trip Thursday, March 24 - 26, 2022	Events (if any) Model United Nations Conference
Number of staff attending Two	Number of parents attending as chaperones None	Who pays for staff and parent expenses?
Expenses paid by district None Transportation paid by NWSISD	Will the district provide a substitute? NA	How many days? Three days (mid-morning Thursday to Saturday afternoon)
Cost per student \$390 (YMCA also provides needs-based scholarships)	Expenses paid by fund-raising or sponsor \$ Additional funding for needs-based scholarships (above those provided by the YMCA) are covered by Fridley Lions Club donations	Expenses paid by students \$390 (YMCA also provides needs-based scholarships and if additional funding is needed, donations from the Fridley Lions Club is used)
Special travel and lodging arrangements	Conference takes place at the Marriott Hotel. Student lodging is included in the price of the conference. Security guards are present on every floor.	Itinerary (including dates) Thursday, March 24, 2022 students will depart FHS for the Minneapolis Marriott. Students will attend the conference during the day (Thursday - Saturday) and participate in evening activities (Thursday and Friday) planned by the YMCA all taking place at the Marriott. Lunches will be in the skyway, YMCA staff is present to help students to stay in designated areas.

		Saturday, March 26, 2022 students will return to FHS from the Minneapolis Marriott.	
Will you include information that will be provided to parents/students for advertising the trip?		☒ Yes ☐ No ☐ Attached	Will you complete parent approval for students to receive emergency needed treatment?
		☒ Yes ☐ No ☐ Attached	
Will be brought to School Board for action on what School Board meeting date?			

Approved by:

Principal	Superintendent
Date	Date



Fridley Public Schools

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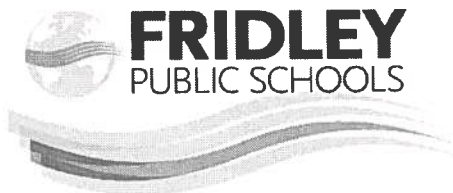
School Board Approval of Overnight Field Trip

Any staff requesting an overnight field trip activity for students are required to get advance School Board approval before advertising to students and parents.

Completed by Todd Reiland, Katie Shook & Sarah Bennek	Subject area All Subject 7 th and 8 th graders	Date of request 2/1/22
Name of school and staff member(s) planning trip Fridley Middle - Todd Reiland- Katie Shook and Sarah Bennek		
Name and address of outside sponsoring group	Name of travel agent selected SON Tours 3400 McClure Bridge Road Building B Suite D Duluth GA 30096	
List fees or expenses that will be paid by the travel agent to the staff member \$25 per student split between leaders	What are the limits of liability by travel agent? (attach copy of insurance statement) Attached insurance statement	
Number of students on trip will depend on sign up- usually 80-100 students	Number of school days missed 0	
Educational objectives of proposed trip This trip is a direct connection for the students in American History in 8 th grade. Provide the students with a first hand experience of USA History and how our country was formed and runs today.		
Location of trip (city, state, country) Washington DC. Fort McHenry New York City	Dates of trip June 13 th to June 18 th 2023 Sign up will start at the end of February 2022.	Events (if any) See attached Itinerary
Number of staff attending Possibly around 10-15 depends on number of students signing up.	Number of parents attending as chaperones Possibly around 10-15 depends on number of students signing up.	Who pays for staff and parent expenses? Staff is paid for by the SON Tours and Parents pay for themselves
Expenses paid by district 0	Will the district provide a substitute? none needed	How many days? 6
Cost per student \$1399 plus Airfare	Expenses paid by fund-raising or sponsor \$0	Expenses paid by students \$1399 plus airfare
Special travel and lodging arrangements Information attached	Itinerary (including dates) Information attached	
Will you include information that will be provided to parents/students for advertising the trip? ☒ Yes ☐ No ☒ Attached	Will you complete parent approval for students to receive emergency needed treatment? ☒ Yes ☐ No ☒ Attached	
Will be brought to School Board for action on what School Board meeting date? February 2022		

Approved by:

Principal <i>Amy Cochran</i>	Superintendent
Date: <i>2/4/22</i>	Date:



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School Board Approval of Overnight Field Trip

Any staff requesting an overnight field trip activity for students are required to get advance School Board approval before advertising to students and parents.

Completed by Andrea Mulry	Subject area Robotics	Date of request 2/11/22
Name of school and staff member(s) planning trip Andrea Mulry		
Name and address of outside sponsoring group N/A	Name of travel agent selected N/A	
List fees or expenses that will be paid by the travel agent to the staff member N/A	What are the limits of liability by travel agent? (attach copy of insurance statement) N/A	
Number of students on trip 4	Number of school days missed 2	
Educational objectives of proposed trip To compete in Lake Superior FIRST robotics regional competition		
Location of trip (city, state, country) Duluth, MN, USA	Dates of trip March 2-5, 2022	Events (if any) Northern Lights Robotics Competition
Number of staff attending 1 teacher, 2 volunteer mentors	Number of parents attending as chaperones 0	Who pays for staff and parent expenses? Robotics Team
Expenses paid by district \$0	Will the district provide a substitute? yes	How many days? 2
Cost per student \$3000 total for competition registration plus hotel and bus fees	Expenses paid by fund-raising or sponsor \$ALL (minus student expenses and fee)	Expenses paid by students \$120 per student
Special travel and lodging arrangements Stay at Comfort Suites, Canal Park Share a bus with Cobalt Catalyst Robotics team from Eastview High School, Apple Valley	Itinerary (including dates) Attached	
Will you include information that will be provided to parents/students for advertising the trip?	☒ Yes ☐ No ☒ Attached	Will you complete parent approval for students to receive emergency needed treatment? ☒ Yes ☐ No ☒ Attached
Will be brought to School Board for action on what School Board meeting date? February 15, 2022		

Approved by:

Principal	Superintendent
Date	Date



Education Identity and Access Management Board Resolution

The Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board (PELSB), and Office of Higher Education (OHE) require annual designation of an Identified Official with Authority (IOwA) for each local educational agency that uses the Education Identity and Access Management (EDIAM) system. The IOwA is responsible for authorizing, reviewing, and recertifying user access for their local educational agency in accordance with the State of Minnesota Enterprise Identity and Access Management Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The IOwA will authorize user access to State of Minnesota Education secure systems in accordance with the user's assigned job duties, and will revoke that user's access when it is no longer needed to perform their job duties.

Your school board or equivalent governing board must designate an IOwA to authorize user access to State of Minnesota Education secure websites for your organization. This EDIAM board resolution must be completed and submitted to the Minnesota Department of Education annually, as well as any time there is a change in the assignment of the Identified Official with Authority.

It is strongly recommended that only one person at the local educational agency or organization (the superintendent or director) is designated as the IOwA. The IOwA will grant the IOwA Proxy role(s).

Designation of the Identified Official with Authority for Education Identity and Access Management

Organization Name: **Fridley Public Schools, ISD #14**

6-Digit or 9-Digit Organization Number (e.g. 1234-01 or 1234-01-000): **0014-01**

The Director recommends the Board authorize the below named individual(s) to act as the Identified Official with Authority (IOwA) for this organization:

Print Name: **Dr. Kim Hiel**

Title: **Superintendent**

Board Member Signature: _____

Name: **Ross Meisner, Board Chair**

Date: **2/15/2022**



805 WASTE REDUCTION AND RECYCLING

I. PURPOSE

The purpose of this policy is to establish a resource recovery program to promote the reduction of waste, the separation and recovery of recyclable and reusable commodities, the procurement of recyclable commodities and commodities containing recycled materials, the disposition of waste materials and surplus property and the establishment of a program of education to develop an awareness of environmentally sound waste management. (Minn. Stat. § 115A.15, Subd. 1) ~~according to Minnesota State Statute.~~

II. GENERAL STATEMENT OF POLICY

It is the policy of the school district to comply with all state laws relating to waste management and to make resource conservation an integral part of the physical operations and curriculum of the school district.

III. DEFINITIONS

- A. “Lamp recycling facility” means a facility operated to remove, recover, and recycle for reuse mercury or other hazardous materials from fluorescent or high intensity discharge lamps. (Minn. Stat. § 116.93, Subd. 1)
- B. “Mixed solid waste” means garbage, refuse, source-separated compostable materials and other solid waste but does not include auto hulks, street sweepings, ash, construction debris, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters and other materials collected, processed, and disposed of as separate waste materials. (Minn. Stat. § 115A.03, Subd. 21)
- C. “Packaging” means a container and any appurtenant material that provides a means of transporting, marketing, protecting, or handling a product and includes pallets and packing such as blocking, bracing, cushioning, weatherproofing, strapping, coatings, closures, inks, dyes, pigments, and labels. (Minn. Stat. § 115A.03, Subd. 22b)
- D. “Post-consumer materials” means a finished material that would normally be discarded as a solid waste having completed its life cycle as a consumer item. (Minn. Stat. § 115A.03, Subd. 24b)
- E. “Rechargeable battery” means a sealed nickel-cadmium battery, a sealed lead acid battery, or any other rechargeable battery, except certain dry cell batteries or a

battery exempted by the eCommissioner of the Pollution Control Agency (PCA) (Commissioner). (Minn. Stat. § 115A.9157)

- F. “Recyclable commodities” means materials, pieces of equipment, and parts which are not reusable but which contain recoverable resources. (Minn. Stat. § 115A.15, Subd. 1a(a))
- G. “Recyclable materials” means materials that are separated from mixed solid waste for the purpose of recycling or composting, including paper, glass, plastics, metals, automobile oil, batteries, and source-separated compostable materials. Refuse-derived fuel or other material that is destroyed by incineration is not a recyclable material. (Minn. Stat. § 115A.03, Subd. 25a)
- H. “Recycling” means the process of collecting and preparing recyclable materials and reusing the materials in their original form that do not cause the destruction of recyclable materials in a manner that precludes further use. (Minn. Stat. § 115A.03, Subd. 25b)
- I. “Resource conservation” means the reduction in the use of water, energy and raw materials. (Minn. Stat. § 115A.03, Subd. 26a)
- J. “Reusable commodities” means materials, pieces of equipment, parts, and used supplies which can be reused for their original purpose in their existing condition. (Minn. Stat. § 115A.15, Subd. 1a(b))
- K. “Source-separated compostable materials” means mixed solid waste that is:
 - 1. separated at the source by waste generators for the purpose of preparing it for use as compost;
 - 2. collected separately from other mixed municipal solid wastes;
 - 3. comprised of food wastes, fish and animal waste, plant materials;
 - 4. delivered to a facility to undergo controlled microbial degradation to yield a humus-like product meeting the agency’s class I or class II, or equivalent, compost standards and where process residues do not exceed 15 percent by weight of the total material delivered to the facility;
 - 5. may be delivered to a transfer station, mixed municipal solid waste processing facility, or recycling facility only for the purposes of composting or transfer to a composting facility, unless the Commissioner determines that no other person is willing to accept the materials.(Minn. Stat. § 115A.03, Subd. 32a)

- L. “Waste reduction” means an activity that prevents generation of waste or the inclusion of toxic materials in waste, including:
1. reusing the product in its original form;
 2. increasing the life span of a product;
 3. reducing material or the toxicity of material used in production or packaging; or
 4. changing procurement, consumption, or waste generation habits to result in smaller quantities or lower toxicity of waste generated.

(Minn. Stat. § 115A.03, Subd. 36b)

IV. WASTE DISPOSAL PROCEDURES

- A. The school district will attempt to decrease the amount of waste consumable materials by:
1. reduction of the consumption of consumable materials whenever practicable;
 2. full utilization of materials prior to disposal;
 3. minimization of the use of non-biodegradable products whenever practicable.
- B. Each school district facility will have containers for at least three of the following recyclable materials: paper, glass, plastic and metal. (Minn. Stat. § 115A.151)
- C. The school district will transfer all recyclable materials collected to a recycler and, to the extent practicable, cooperate with, and participate in, recycling efforts being made by the city and/or county where the school district is located. (Minn. Stat. § 115A.151)
- D. Prior to entering into a contract for the management of mixed solid waste, the school district will determine whether the disposal method provided for in the contract is equal to or better than the waste management practices currently employed in the county or district plan in the county where the school district is located and whether the contract is consistent with the solid waste plan. If the waste management method provided for in the contract is ranked lower than the waste management practices employed by the county or district, the school district will:

1. determine the potential liability to the school district and its taxpayers for managing waste in this manner;
2. develop and implement a plan for managing the potential liability; and
3. submit the information in (1) and (2) above to the Minnesota Pollution Control Agency.

If the contract is inconsistent with the county plan or if the school district's waste management activities are inconsistent with the county plan, the school district should obtain the consent of the district prior to entering into a binding contract or developing or implementing inconsistent solid waste management activities.

(Minn. Stat. § 115A.46, Subd. 5; Minn. Stat. § 115A.471; Minn. Stat. § 458D.07, Subd. 4)

- E. The school district may not knowingly place motor oil, brake fluid, power steering fluid, transmission fluid, motor oil filters, or motor vehicle antifreeze (other than small amounts of antifreeze contained in water used to flush the cooling system of a vehicle after the antifreeze has been drained and does not include de-icer that has been used on the exterior of a vehicle) in or on:

1. solid waste or solid waste management facilities other than a recycling facility or household hazardous waste collection facility;
2. the land unless approved by the Minnesota Pollution Control Agency; or
3. the waters of the state, an individual sewage treatment system, or in a storm water or waste water collection or treatment system unless:
 - a. permitted to do so by the operator of the system and the Minnesota Pollution Control Agency;
 - b. the school district generates an annual average of less than 50 gallons of waste motor vehicle antifreeze per month; and
 - c. the school district keeps records of the amount of waste antifreeze generated, maintains these records on site and makes the records available for inspection for a minimum of three years following generation of the waste antifreeze.

(Minn. Stat. § 115A.916)

- F. The school district may not place mercury or a thermostat, thermometer, electric switch, appliance, gauge, medical or scientific instrument, fluorescent or high-

intensity discharge lamp, electric relay, or other electrical device from which the mercury has not been removed for reuse or recycling:

1. in solid waste; or
2. in a wastewater disposal system.
(Minn. Stat. § 115A.932, Subd. 1(a))

G. The school district may not knowingly place mercury or a thermostat, thermometer, electric switch, appliance, gauge, medical or scientific instrument, fluorescent or high-intensity discharge lamp, electric relay, or other electrical device from which the mercury has not been removed for reuse or recycling:

1. in a solid waste processing facility; or
2. in a solid waste disposal facility.
(Minn. Stat. § 115A.932, Subd. 1(b))

H. The school district will recycle a fluorescent or high-intensity discharge lamp by delivery of the lamp to a lamp recycling facility or to a facility that collects and stores lamps for the purpose of delivering them to a lamp recycling facility, including, but not limited to, a household hazardous waste collection or recycling facility, retailer take-back and utility provider program sites, or other sites designated by an electric utility under Minn. Stat. § 216B.241, Subds. 2 and 4.
(Minn. Stat. § 115A.932, Subd. 1(c))~~Minnesota State Statute.~~

I. The school district may not place a lead acid battery in mixed municipal solid waste or dispose of a lead acid battery. The school district also may not place in mixed municipal solid waste a dry cell battery containing mercuric oxide electrode, silver oxide electrode, nickel-cadmium, or sealed lead-acid that was purchased for use or used by the school district. The school district also may not place in mixed municipal solid waste a rechargeable battery, a rechargeable battery pack, a product with a non-removable rechargeable battery, or a product powered by rechargeable batteries or rechargeable battery pack, from which all batteries or battery packs have not been removed. (Minn. Stat. § 115A.915; Minn. Stat. § 115A.9155, Subd. 1; Minn. Stat. § 115A.9157, Subd. 2)

J. The school district may not place yard waste:

1. in mixed municipal solid waste;
2. in a disposal facility;

3. in a resource recovery facility, except for the purposes of reuse, composting, or co-composting; or
4. in a plastic bag unless exempt as specified in Minn. Stat. §115A.931(c), (d), or (e).
[\(Minn. Stat. § 115A.931\)](#)

K. The school district may not place a telephone directory:

1. in solid waste;
2. in a disposal facility; or
3. in a resource recovery facility, except a recycling facility.
[\(Minn. Stat. § 115A.951, Subd. 2\)](#)

L. The school district may not:

1. place major appliances in mixed municipal solid waste; or
2. dispose of major appliances in or on the land or in a solid waste processing or disposal facility.
[\(Minn. Stat. § 115A.9561\)](#)

M. The school district may not place in mixed municipal solid waste an electronic product containing a cathode-ray tube. [\(Minn. Stat. § 115A.9565\)](#)

N. The school district, on its own or in cooperation with others, may implement a program to collect, process, or dispose of household batteries. The school district may provide financial incentives to any person, including public or private civic groups, to collect the batteries. [\(Minn. Stat. § 115A.961, Subd. 3\)](#)

V. PROCUREMENT OF RECYCLED COMMODITIES AND MATERIALS

- A. When practicable and when the price of recycled materials does not exceed the price of non-recycled materials by more than ten percent, the school district may purchase recycled materials. In order to maximize the quantity and quality of recycled materials purchased, the school district may also use other appropriate procedures to acquire recycled materials at the most economical cost to the school district. [\(Minn. Stat. § 16C.073, Subd.3\(a\)\)](#)

- B. When purchasing commodities and services, the school district will apply and promote waste management practices with special emphasis on the reduction of the quantity and toxicity of materials in waste. (Minn. Stat. § 16C.073, Subd. 3(b))
- C. Whenever practicable, the school district will:
1. purchase uncoated office paper and printing paper unless the coated paper is made with at least 50 percent post-consumer material;
 2. purchase recycled content paper with at least ten percent post-consumer material by weight and copier paper that contains at least ten percent post-consumer material by weight;
 3. purchase paper which has not been dyed with colors, excluding pastel colors;
 4. purchase recycled content paper that is manufactured using little or no chlorine bleach or chlorine derivatives;
 5. ~~use no more than two colored inks, standard or processed, except in formats where they are necessary to convey meaning~~;
 65. use reusable binding materials or staples and bind documents by methods that do not use glue;
 76. use soy-based inks;
 87. purchase printer or duplication cartridges that:
 - a. Have 10 percent post-consumer material; or
 - b. Are purchased as remanufactured; or
 - c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life, ensure that the cartridges are recycled, and comply with the definition of recycling in Minn. Stat. § 115A.03, Subd. 25b;
 98. produce reports, publications and periodicals that are readily recyclable;
 109. print documents on both sides of the paper where commonly accepted publishing practices allow; and

1110. purchase copier paper that contains at least ten percent post-consumer material by fiber content.

(Minn. Stat. § 16C.073, Subd. 2)

D. After July 1, 1998, the school district may not use a specified product included on the prohibited products list published in the State Register. (Minn. Stat. § 115A.9651)

E. In developing bid specifications, the school district will consider the extent to which a commodity or product is durable, reusable or recyclable, and marketable through applicable local or regional recycling programs and the extent to which the commodity or product contains post-consumer material. (Minn. Stat. § 16C.073, Subd. 3(b))

F. When a project involves the replacement of carpeting, the school district may require all persons who wish to bid on the project to designate a carpet recycling company in their bids. (Minn. Stat. § 16C.073, Subd. 3(b))

VI. OTHER

It is the policy of the school district to actively advocate, where appropriate, for resource conservation practices to be adopted at the local, regional and state levels.

Legal References:

Minn. Stat. § 16C.073 (Purchase and Use of Paper Stock; Printing)

Minn. Stat. § 115A.03 (Definitions)

Minn. Stat. § 115A.15 (State Government Resource Recovery)

Minn. Stat. § 115A.151 (State and Local Facilities)

Minn. Stat. § 115A.46 (Requirements)

Minn. Stat. § 115A.471 (Public Entities; Management of Solid Waste)

Minn. Stat. § 115A.915 (Lead Acid Batteries; Land Disposal Prohibited)

Minn. Stat. § 115A.9155 (Disposal of Certain Dry Cell Batteries)

Minn. Stat. § 115A.9157 (Rechargeable Batteries and Products)

Minn. Stat. § 115A.916 (Motor Vehicle Fluids and Filters; Prohibitions)

Minn. Stat. § 115A.931 (Yard Waste Prohibition)

Minn. Stat. § 115A.932 (Mercury Prohibition)

Minn. Stat. § 115A.951 (Telephone Directories)

Minn. Stat. § 115A.9561 (Major Appliances)

Minn. Stat. § 115A.9565 (Cathode-Ray Tube Prohibition)

Minn. Stat. § 115A.961, Subd. 3 (Household Batteries; Collection, Processing, and Disposal)

Minn. Stat. § 115A.9651 (Listed Metals in Specified Products, Enforcement)

Minn. Stat. § 116.93, Subd. 1 (Lamp Recycling Facilities)

Minn. Stat. § 216B.241, Subds. 2 and 4 (Energy Conservation Improvement)

Minn. Stat. § 458D.07 (Sewage Collection and Disposal)



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.

National Solid Waste Management Ass'n v. Williams, et al., 966 F. Supp. 844, (D.Minn. 1997),
~~aff'd 146 F.3d 595 (8th Cir. 1998)~~

School Board Action:

Adopted September 19, 2000

Revised as Policy 805 June 18, 2002

Revised July 15, 2008

Revised August 22, 2012

Revised July 18, 2017

Revised November 20, 2018

First Reading

807 Health and Safety Policy

I. General Statement of Policy

It is the policy of Fridley Public Schools to provide a safe and healthy environment for its staff, students and visitors. Safety and health protection will be an integral part of all operations.

II. Health and Safety Goals

The District will establish a Health and Safety program with the following goals:

- A. Promote employee involvement in safety and health;
- B. Reduce the number of ~~lost time~~ injuries at each school; and
- C. Comply with occupational safety and health laws, rules, and regulations.

III. Program and Plans

- A. For the purpose of implementing this policy, the administration will, within the budgetary limitations adopted by the school board, implement a health and safety program that includes specific plan requirements in various areas as identified by the health and safety advisory committee. Areas that may be considered include, but are not limited to, the following:
 - 1. Asbestos
 - 2. Fire and Life Safety
 - 3. Employee Right to Know
 - 4. Emergency Action Planning
 - 5. Combustible and Hazardous Materials Storage
 - 6. Indoor Air Quality
 - 7. Mechanical Ventilation
 - 8. Mold Cleanup and Abatement
 - 9. Accident and Injury Reduction Program: Model AWAIR Program for Minnesota Schools
 - 10. Infectious Waste/Bloodborne Pathogens
 - 11. Community Right to Know
 - 12. Compressed Gas Safety
 - 13. Confined Space Standard
 - 14. Electrical Safety
 - 15. First Aid/CPR/AED

16. Food Safety Inspection
17. Forklift Safety
18. Hazardous Waste
19. Hearing Conservation
20. Hoist/Lift/Elevator Safety
21. Integrated Pest Management
22. Laboratory Safety Standard/Chemical Hygiene Plan
23. Lead
24. Control of Hazardous Energy Sources (Lockout/Tagout)
25. Machine Guarding
26. Safety Committee
27. Personal Protection Equipment (PPE)
28. Playground Safety
29. Radon
30. Respiratory Protection
31. Underground and Above Ground Storage Tanks
32. Welding/Cutting/Brazing
33. Fall Protection
34. National Emission Standards for Hazardous Air Pollutants for School Generators established by the United States E.P.A.
35. Other areas determined to be appropriate by the health and safety advisory committee.

If a risk is not present in the school district, the preparation of a plan or procedure for that risk will not be necessary.

- B. The administration shall establish procedures to ensure, to the extent practicable, that all employees are properly trained and instructed in job procedures, crisis response duties, and emergency response actions where exposure or possible exposure to hazards and potential hazards may occur.
- C. The administration shall conduct or arrange safety inspections and drills. Any identified hazards, unsafe conditions, or unsafe practices will be documented and corrective action taken to the extent practicable to control that hazard, unsafe condition, or unsafe practice.
- D. Communication from employees regarding hazards, unsafe or potentially unsafe working conditions, and unsafe or potentially unsafe practices is encouraged in either written or oral form. No employee will be retaliated against for reporting hazards or unsafe or potentially unsafe working conditions or practices.
- E. The administration shall conduct periodic workplace inspections to identify potential hazards and safety concerns.



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. In the event of an accident or a near miss, the school district shall promptly cause an accident investigation to be conducted in order to determine the cause of the incident and to take action to prevent a similar incident. All accidents and near misses must be reported to an immediate supervisor as soon as possible.

IV. Enforcement

Enforcement of this policy is necessary for the goals of the school district's health and safety program to be achieved. Within applicable budget limitations, school district employees will be trained and receive periodic reviews of safety practices and procedures, focusing on areas that directly affect the employees' job duties. Employees shall participate in practice drills. Willful violations of safe work practices may result in disciplinary action in accordance with applicable school district policies.

Legal References:

Minn. Stat. § 123B.56 (Health, Safety, and Environmental Management)

Minn. Stat. § 123B.57 (Capital Expenditure; Health and Safety)

Minn. Stat. § 182.676 (Safety Committees)

Minn. Rules Part 5208.0010 (Applicability)

Minn. Rules Part 5208.0070 (Alternative Forms of Committee)

Cross References:

MSBA/MASA Model Policy 407 (Employee Right to Know - Exposure to Hazardous Substances)

MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)

MSBA/MASA Model Policy 806 (Crisis Management Policy)

School Board Action:

Adopted as Policy 807 Health and Safety March 20, 2012

Revised May 21, 2019

711 VIDEO RECORDING ON BUSES

I. PURPOSE

The transportation of students to and from school is an important function of the school district, and transportation by the school district is a privilege and not a right for an eligible student. The behavior of students and employees on the bus is a significant factor in the safety and efficiency of school bus transportation. Student and employee misbehavior increases the potential risks of injury. Therefore, the school district believes that video recording student passengers and employees on the school bus will encourage good behavior and, as a result, promote safety. The purpose of this policy is to establish a school bus video recording system.

II. GENERAL STATEMENT OF POLICY

A. Placement

1. Each and every school bus owned, leased, contracted, and/or operated by the school district shall be equipped with a fully enclosed box for placement and operation of a video camera and conspicuously placed signs notifying riders that their conversations or actions may be recorded.
2. A video camera will not necessarily be installed in each and every school bus owned, leased, contracted, and/or operated by the school district, but cameras may be rotated from bus to bus without prior notice to students.
3. Video cameras will be placed on a particular school bus, to the extent possible, where the school district has received complaints of inappropriate behavior.

B. Use of Video Recordings

1. A video recording of the actions of student passengers and/or employees may be used by the school district as evidence in any disciplinary action brought against any student or employee arising out of the student's or employee's conduct on the bus.
2. A video recording will be released only in conformance with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g and the rules and/or regulations promulgated thereunder.
3. Video recordings will be viewed by school district personnel on a random basis and/or when discipline problems on the bus have been brought to the attention of the school district.

4. A video recording will be retained by the school district until relooped or until the conclusion of disciplinary proceedings in which the video recording is used for evidence.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.585 (Notice of Recording Device)
Minn. Stat. § 138.17 (Government Records; Administration)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)

Cross References:

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA Service Manual, Chapter 2, Transportation

712 VIDEO SURVEILLANCE OTHER THAN ON BUSES

I. PURPOSE

Maintaining the health, welfare, and safety of students, staff, and visitors while on school district property and the protection of school district property are important functions of the school district. The behavior of individuals who come on to school property is a significant factor in maintaining order and discipline and protecting students, staff, visitors, and school district property. The school board recognizes the value of video/electronic surveillance systems in monitoring activity on school property in furtherance of protecting the health, welfare, and safety of students, staff, visitors, and school district property.

II. GENERAL STATEMENT OF POLICY

A. Placement

1. School district buildings and grounds may be equipped with video cameras.
2. Video surveillance may occur in any school district building or on any school district property.

B. Use of Video Recordings

1. Video recordings will be viewed by school district personnel on a random basis and/or when problems have been brought to the attention of the school district.
2. A video recording of the actions of students and/or employees may be used by the school district as evidence in any disciplinary action brought against any student or employee arising out of the student's or employee's conduct in school district buildings or on school grounds.
3. A video recording will be released only in conformance with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the rules and/or regulations promulgated thereunder.

C. Security and Maintenance

1. The school district shall establish appropriate security safeguards to ensure that video recordings are maintained and stored in conformance with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the

rules and/or regulations promulgated thereunder.

2. The school district shall ensure that video recordings are retained in accordance with the school district's records retention schedule.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.585 (Notice of Recording Device)
Minn. Stat. § 138.17 (Government Records; Administration)
Minn. Stat. § 609.746 (Interference with Privacy)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)

Cross References:

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 506 (Student Discipline)
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