

Special Meeting

Tuesday, June 6, 2023 5:30 PM

Fridley ALC, 1317 Rice Creek Road, Fridley, MN 55432

A. Tour of ALC	Presenter: Principal McConville
B. Call to Order	Presenter: Board Chair
C. Approval of Agenda with Suggested Motions and Resolutions	Presenter: Board Chair
D. Motion: Approval of Superintendent Contract (2023-2026) for Dr. Brenda Lewis	Presenter: Board Chair
E. RESOLUTION: Juneteenth as a District Holiday	Presenter: Dr. Kim Hiel
F. Adjournment of the Meeting	Presenter: Board Chair

Tuesday, June 6, 2023
School Board Special Meeting
Motions

A. Call to Order

B. Approval of Agenda with Suggested Motions and Resolutions

Suggested Motion: Motion by _____, seconded by _____ to approve the agenda for June 6, 2023, Special Meeting.

C. Motion: Approval of Superintendent Contract 2023-2026 for Dr. Brenda Lewis

Suggested Motion: Motion by _____, seconded by _____ to approve the Superintendent Contract for 2023-2026 for Dr. Brenda Lewis.

D. RESOLUTION: Juneteenth as a District Holiday

Recognition of JUNETEENTH as a Fridley Public School District Holiday.

WHEREAS, Juneteenth is the oldest nationally celebrated commemoration of the end of slavery in the U.S. and is a day of reflection of the achievements, inventions, triumphs, culture, accomplishments, and contributions of Black and African Americans in our nation's history; and

WHEREAS, June 19th is recognized as a federal and state holiday; and

WHEREAS, Fridley Public Schools holds diversity, equity, and inclusion as core values; and

WHEREAS, the historical and cultural trauma of slavery and the end of this atrocity compels recognition; and

Now, THEREFORE, BE IT RESOLVED that the Board of Education, Independent School District No. 14, Fridley Public Schools:

- A. Establishes Juneteenth as a school district holiday effective for staff regularly scheduled to work on that date in calendar year 2023 and annually thereafter; and
- B. Establishes that if Juneteenth falls on a Saturday, the holiday will be celebrated on Friday June 18th, and if it falls on a Sunday, the holiday will be celebrated on Monday June 20th.
- C. Directs that all School District calendars be revised accordingly to reflect the establishment of this annual holiday.

E. Adjournment of the Meeting

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

FRIDLEY INDEPENDENT SCHOOL DISTRICT 14
SUPERINTENDENT CONTRACT
2023-2026

ARTICLE I
PURPOSE

This Contract is entered into between Independent School District No. 14, Fridley, Minnesota, hereinafter referred to as the School District, and Dr. Brenda Lewis, hereinafter referred to as the Superintendent, a legally qualified and licensed superintendent who agrees to perform the duties of the Superintendent of the School District.

The School District and the Superintendent agree as follows:

ARTICLE II
APPLICABLE STATUTE

This Contract is entered into between the School District and the Superintendent in conformance with Minn. Stat. § 123B.143.

ARTICLE III
LICENSURE

The Superintendent shall furnish the School Board, throughout the life of this Contract, a valid and appropriate license to act as superintendent in the State of Minnesota as provided by applicable laws, rules, and regulations.

ARTICLE IV
DURATION, EXPIRATION, TERMINATION
DURING THE TERM AND MUTUAL CONSENT

Section 1. Duration: This Contract is for a term of three years commencing on July 1, 2023, and ending on June 30, 2026. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Superintendent or unless terminated as provided in this Contract.

Section 2. Subsequent Contract:

- a. Preliminary Notice – School Board and Superintendent: In the event the School Board does not intend to offer the Superintendent a subsequent Contract, it shall give the Superintendent written notice of such intent no later than February 1 preceding the date of expiration of this Contract. If the Superintendent does not desire to enter into a subsequent Contract with the School Board, the Superintendent must notify the School Board in writing no later than January 1 preceding the date of expiration of this Contract.
- b. Negotiations Regarding Subsequent Contract: The notification requirement set forth in Article IV, Section 2a above does not prohibit the School Board from

entering into negotiations regarding a possible subsequent Contract with the Superintendent during the year (365 days) prior to expiration of this Contract, in accordance with Minn. Stat. §123B.143.

Section 3. Expiration: This Contract shall expire at the end of the term specified in Section 1 above. At the conclusion of its term, neither party shall have any further claim against the other, and the Superintendent's employment shall cease, unless a subsequent Contract is entered into in accordance with Minn. Stat. §123B.143.

Section 4. Termination During the Term: The Superintendent's employment may be terminated during the term of this Contract only for cause as defined in Minn. Stat. §122A.40, Subd. 9. and Subd. 13., but, except for purposes of describing grounds for discharge, the provisions of Minn. Stat. §122A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent during the term of this Contract for cause as described in Minn. Stat. §122A.40, Subd. 9. or Subd. 13., it shall notify the Superintendent in writing of the proposed grounds for termination. The Superintendent shall be entitled to a hearing before an arbitrator provided the Superintendent makes such a request in writing to the School Board Chair within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Minnesota Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the striking process as provided by BMS rules. The arbitrator shall conduct a hearing under arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding on the parties, subject to judicial review of arbitration decisions as provided by law. The Superintendent may be suspended with pay pending final determination by the arbitrator. If the Superintendent fails to request a hearing as provided in this section within the fifteen (15)-day calendar period, she shall be deemed to have acquiesced to the School Board's proposed action, and the proposed action shall become final on such date as determined by the School Board, and the Superintendent shall have no further claim or recourse.

Section 5. Mutual Consent: This Contract may be terminated at any time by mutual consent of the School Board and the Superintendent.

ARTICLE V DUTIES

The Superintendent shall have charge of the administration of the schools under the direction of the School Board. The Superintendent shall be the chief executive officer of the School District; shall direct and assign teachers and other School District employees under the Superintendent's supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the School District subject to the approval of the School Board; shall select all personnel subject to the approval of the School Board; shall, from time to time, suggest policies, regulations, rules, and procedures deemed necessary for the School District; and, in general, perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the School Board from time to time. The Superintendent shall abide by the policies, regulations, rules, and procedures established by the School Board and the State of Minnesota. The Superintendent shall serve as an ex-officio member of the School Board and all School Board committees, and provide administrative recommendations on each item of business considered by each of these groups.

ARTICLE VI
DUTY YEAR AND LEAVES OF ABSENCE

Section 1. Basic Work Year: The Superintendent's duty year shall be the entire twelve (12)-month Contract year (July 1-June 30), and the Superintendent shall perform duties on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. The Superintendent shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

Section 2. Vacation: The Superintendent shall accrue 200 hours (25 working days) of annual paid vacation each Contract year. Accrued vacation leave which is not used by the end of the Contract year in which it is accrued may be carried over to the next Contract year and accumulated to a maximum total of 360 hours (45 days). Upon voluntary termination of employment, the Superintendent shall be paid for any unused vacation leave not to exceed a total of 360 hours (45 days) at the Superintendent's then current daily rate of pay; however, the Superintendent shall not be entitled to payment for any unused accrued vacation leave if she is proposed for discharge pursuant to Article IV, Section 4 or if she fails to give proper notice under Article IV, Section 2a.

Section 3. Holidays: The Superintendent shall be entitled to twelve (12) paid holidays each Contract year, as designated by the School Board.

Section 4. Sick Leave: The Superintendent shall accrue paid sick leave at the rate of 120 hours (15 days) each Contract year. Accrued sick leave which is not used by the end of a Contract year in which it is accrued may be carried over to the next Contract year and accumulated without limit. The Superintendent shall not be paid for any unused accrued sick leave upon termination of employment, whether by resignation, discharge or expiration of this Contract.

Section 5. Workers' Compensation: In the event the Superintendent receives workers' compensation benefits during the term of this Contract, her salary will be reduced by an amount equal to the insurance payments, and she shall be allowed to use accrued sick leave to supplement her reduced salary. Any used sick leave shall be deducted from the Superintendent's sick leave accrual.

Section 6. Bereavement Leave: The Superintendent shall be granted up to five (5) days of bereavement leave each year. Additional days may be granted at the discretion of the School Board Chair. Bereavement leave shall not accumulate from year to year, and the Superintendent shall not be paid for any unused bereavement leave upon termination of employment.

Section 7. Personal Leave: Up to 24 hours (3 days) may be granted each year for personal business of the Superintendent; personal leave days do not accumulate from year to year, and the Superintendent shall not be paid for any unused personal leave upon termination of employment.

Section 8. Jury Service: The Superintendent shall be granted the day or days necessary to serve on jury duty as stipulated by the court without any salary deduction or loss of leave accruals. The compensation received for jury duty service shall be remitted to the School District.

Section 9. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 10. Insurance Application: Continuation of the Superintendent's participation in the School District group health insurance plan(s) and the obligations of payment of premiums shall be governed by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Family Medical Leave Act and other federal and state law.

ARTICLE VII
INSURANCE

Section 1. Health and Hospitalization and Dental Insurance:

Health Insurance. The School District shall provide the Superintendent with single, employee plus one, or family health and hospitalization coverage, under the School District's group plan. The District's premium contribution toward health insurance shall be at the same level as the FEA Bargaining Group. The remainder of the premium not contributed by the School District shall be paid by the Superintendent through payroll deduction.

Dental Insurance. The School District shall provide the Superintendent full single coverage, at District expense, in the School District's dental plan.

Section 2. Life Insurance: The School District shall provide, at its expense, group term life insurance for the Superintendent under the School District's group term life insurance plan in the amount of \$300,000, payable to the Superintendent's named beneficiary(ies).

Section 3. Long-Term Disability Insurance: The School District shall provide long-term disability (LTD) coverage for the Superintendent in the School District's group plan. The premium for the plan shall be paid by the Superintendent through payroll deduction.

In the event the Superintendent has exhausted all accumulated sick leave and has been deemed eligible to receive LTD benefits by the insurance carrier, the School District shall provide the Superintendent additional paid sick leave until the expiration of the waiting period for LTD benefits. The total salary paid to the Superintendent during the waiting period shall not exceed the Superintendent's regular salary.

Section 4. Eligibility: The eligibility of the Superintendent and the Superintendent's dependent(s) and beneficiary(ies) for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this Article.

Section 5. Claims Against the School District: The School District's only obligation is to purchase the insurance policies described in this Article, and no claim shall be made against the School District as a result of denial of insurance benefits by an insurer if the School District has purchased the policies and paid the premiums described in this Article.

ARTICLE VIII
OTHER BENEFITS

Section 1. Tax-Sheltered Annuities: The Superintendent may participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code, Minn. Stat. §123B.02, Subd. 15, School District policy, and as otherwise provided by law.

- A. Matching Contributions. The School District will match the Superintendent's elective employee contributions to a 403(b) plan on a dollar-for-dollar basis up to a total maximum matching contribution of 3.5% of the Superintendent's basic salary, subject to the limitations under Minn. Stat. §356.24 and applicable provisions of the Internal Revenue Code. Matching contributions are calculated for each Contract year and no amount of matching contributions carry over to subsequent Contract years in the event matching contributions did not reach 3.5% of the Superintendent's basic salary in a Contract year.
- B. Liability Limitation: The School District's only obligation is to make deferrals and contributions to the Superintendent's 403(b) plan as specified in this Article. The School District has made no representations whatsoever regarding the limits and restrictions on contributions and deferrals or anything related to the management of deferred compensation plan(s). Further, the Superintendent understands and agrees that she is solely responsible for any taxes, Social Security payments, costs, penalties, interest, or any amount assessed by federal or state authorities arising from contributions or deferrals to her deferred compensation plans, and she holds the School District harmless for any such claims. The selection or any modification to the 403(b) plan or any other deferred compensation plan is at the sole discretion of the School District.

Section 2. Mileage: Mileage expenses incurred by the Superintendent on School District business will be reimbursed in one of two ways as follows:

1. For all actual mileage incurred by the Superintendent per Contract year, reimbursed at rates pursuant to the amounts specified in the Internal Revenue Code, up to a maximum of \$1500 each Contract year; or
2. Payment of a mileage allowance of \$1,500 each Contract year.

The Superintendent may elect one of the foregoing options by July 1 of each Contract year and such election must be submitted to the Director of Human Resources. In the event the Superintendent elects the mileage allowance, it shall be paid in 24 equal installments during the Contract year. In the event the Superintendent elects mileage reimbursement, she must submit itemized expense statements for reimbursement, as required by School District policy and applicable law.

Section 3. Conferences and Meetings: The School District shall pay all legally valid expenses and fees for the Superintendent's attendance at professional conferences and meetings with other educational agencies when such attendance thereof is required, directed, or permitted by the School Board. The Superintendent shall advise the School Board of all meetings and conferences that she will be attending and shall periodically report to the School Board relative to all meetings and conferences attended. Reimbursement for expenses shall include mileage, meals, dues and other expenses related to job duties, including service or civic clubs where the Superintendent represents the District. The Superintendent shall file itemized expense statements to be processed and approved as provided by School Board policy and law.

Section 4. Cellular Phone:

The Superintendent shall receive an allowance for cell phone use related to School District business in the amount of \$900 per Contract year. Such allowance will be paid in 24 equal installments each Contract year.

ARTICLE IX
SALARY

A. Annual Salary: The Superintendent shall be paid an annual salary for each Contract year (July 1-June 20) as follows:

2023-2024	\$193,500
2024-2025	\$200,000
2025-2026	\$207,000

The Superintendent's annual salary may be modified, but shall not be reduced during the term of this Contract, unless the Superintendent voluntarily agrees to a freeze or reduction during the term of the Contract, or pursuant to state law. The salary pursuant to this Contract shall be paid in equal installments during the Contract years. The School District's obligation to pay salary pursuant to this Article shall cease upon termination of the Superintendent's employment.

B. Daily Rate of Pay: For purposes of this Contract, the Superintendent's daily rate of pay shall be calculated by dividing the Superintendent's salary at the time such calculation is being made, as provided in Paragraph A of this Article, by two hundred sixty (260) days.

ARTICLE X
OTHER PROVISIONS

Section 1. Outside Activities: While the Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, she may also serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Superintendent's ability to perform the duties of superintendent. However, the Superintendent may not engage in other employment, consultant service, or other activity for which a salary, fee, or honorarium is paid without the prior approval of the School Board Chair.

Section 2. Indemnification and Provision of Counsel: In the event that an action is brought or a claim is made against the Superintendent arising out of or in connection with her employment and the Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify the Superintendent to the extent provided by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District in this regard shall be subject to the limitations as provided in Minn. Stat. §466.

Section 3. Dues: The Superintendent is encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations where such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues for such organizations as are required, directed, or permitted by the School Board, including membership in the Minnesota Association of School Administrators and the American Association of School Administrators. The Superintendent shall present appropriate statements for approval as provided by law and/or School District policy.

Section 4. Evaluation: At least once each Contract year the School Board shall conduct an evaluation and written performance review of the Superintendent. The evaluation schedule and procedure shall be in the sole discretion of the School Board and Board meetings related to the Superintendent's evaluation shall be conducted pursuant to Minn. Stat. §13D.05, Subd. 3.

ARTICLE XI
SEVERABILITY

The provisions of this Contract shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Contract or the application of any provision thereof.

IN WITNESS WHEREOF, I have subscribed
my signature this ____ day of
_____, 2023 .

Superintendent

IN WITNESS WHEREOF, we have subscribed
our signatures this ____ day of
_____, 2023.

School Board Chair

School Board Clerk

RESOLUTION

Recognition of JUNETEENTH as a Fridley Public School District Holiday.

WHEREAS, Juneteenth is the oldest nationally celebrated commemoration of the end of slavery in the U.S. and is a day of reflection of the achievements, inventions, triumphs, culture, accomplishments, and contributions of Black and African Americans in our nation's history; and

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B: Establishes that if Juneteenth falls on a Saturday, the holiday will be celebrated on Friday June 18th, and if it falls on a Sunday, the holiday will be celebrated on Monday June 20th.

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