

## Work Session

Tuesday, June 20, 2023 5:30 PM

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

A. <b>Signing Required Documents</b>	<b>Presenter:</b> Dr. Kim Hiel
B. <b><u>OVERSIGHT OF OPERATIONS</u></b>	
B.1. Legal, Staffing and Personnel Update	<b>Presenter:</b> S. Ike Isaacson
B.1.a. New Contracts, Amendments, Leaves of Absence, Terminations, Resignations, and Retirements	
B.1.b. MOA for ECFE teacher hours in 2023-24	
B.2. Finance and Operations Update	<b>Presenter:</b> Craig Wieber
B.2.a. 2023-2024 Budget Review	
B.2.b. Rate for 2023-24 Private Transportation Contracts	
B.3. Minnesota State High School League Membership Video	<b>Presenter:</b> Dr. Kim Hiel
B.4. MSHSL Membership Resolution	<b>Presenter:</b> Dr. Kim Hiel
B.5. Dissolution of Summer Academy Joint Powers Agreement	<b>Presenter:</b> Dr. Kim Hiel
B.6. Joint Powers Agreement with MDE for Early Childhood Special Ed Programs 2023-2028	
B.7. Partnership Updates	
B.7.a. Northwest Suburban Integration School District Joint Powers Board Meeting held on May 17, 2023	<b>Presenter:</b> Dr. Abdisalam Adam
B.7.b. Schools for Equity in Education Meeting held on May 25, 2023	<b>Presenter:</b> Nikki Auna
B.7.c. Association of Metropolitan School Districts Meeting held on May 26, 2023	<b>Presenter:</b> Ross Meisner
B.7.d. Northeast Metro 916 Intermediate School District Meeting held on June 7, 2023	<b>Presenter:</b> Avonna Starck
C. <b><u>BOARD GOVERNANCE POLICY</u></b>	
C.1. School Board Vacancy	<b>Presenter:</b> Board Chair
C.1.a. School Board Vacancy Timeline	
C.2. Board Retreat	<b>Presenter:</b> Board Chair
D. <b><u>SUPERINTENDENT RELATIONS</u></b>	
D.1. Dr. Hiel 2022-2023 Evaluation	<b>Presenter:</b> Board Chair
E. <b><u>INFORMATIONAL ITEMS</u></b>	
E.1. Transportation Presentation	<b>Presenter:</b> Cindy McKay/Kristen Joly

E.2. Proposed Bell Schedule Changes 2024-2025

**Presenter:** Dr. Kim Hiel

E.3. Summer Construction Update

**Presenter:** Dr. Kim Hiel / Craig Wieber

E.4. At the Next Work Session NO July 4 Work Session / Next Meeting July 18, 2023

**Presenter:** Dr. Kim Hiel

F. **PUBLIC FORUM**

**Presenter:** Dr. Kim Hiel

## Personnel Changes 2022-2023

### New Contracts and Amendments per Master Agreements (2023-2024)

First Name	Last Name	Assignment	Step/Lane/Salary	School
Crystal	Anderson	Health/Phy Ed Teacher	BA/step 6	FMS
Kristine	Chambers	School Social Worker/Counselor	MA/step 13	HYS
Hannah	Daley	Elementary Summer Teacher	Schedule C	HYS
Rebecca	Endert	Grade 6 Teacher	BA/step 6	FMS
Ashley	Hufnagle	Grade 5 Teacher	BA/step 8	FMS
Derek	Johnson	High School Summer Teacher	Schedule C	ALC
Tasha	Moksnes	Elementary Summer Teacher	Schedule C	HYS
Erica	Tembreull	Elementary Summer Teacher	Schedule C	HYS

### Individual Contracts (2023-2024)

First Name	Last Name	Assignment	Step/Lane/Salary	School
Jonathan	Spitzer	District Facilities Manager	Individual Contract	DO

### Resignations (2022-2023)

- Fatima Alnizami resigned her secretary to the HS principal position at Fridley High School, effective June 16, 2023.
- Sarah Newman resigned her Custodian position at Fridley High School effective May 29, 2023.
- Aaron Quach resigned his Math Teacher position at Fridley High School, effective June 9, 2023.
- Faith Redmond resigned her Cook position at Hayes Elementary effective May 12, 2023.
- Veronica Williams resigned her para position at Stevenson Elementary School, effective June 6, 2023.

### Retirements (2022-2023)

- Sue Hanson will retire from her Secretary to the Activities Director position at Fridley High School effective June 30, 2023.
- Rachel Imholte retired from her EL Teacher position at Fridley High School, effective June 9, 2023.

### Terminations (2022-2023)

- Brian Maharaj was terminated from his custodial position at Stevenson Elementary School, effective May 22, 2023.
- Wayne Scott was terminated from his custodial position at Fridley High School, effective May 21, 2023.

**MEMORANDUM OF AGREEMENT**

**WHEREAS**, the Fridley Education Association ("Union") and Independent School District No. 14 ("School District") are parties to the Teachers' Collective Bargaining Agreement ("Collective Bargaining Agreement"); and

**WHEREAS**, the Union and the School District wish to acknowledge the change in ECFE teacher schedules resulting in 5.5 hours of instructional time;

**Whereas** the union and the School District wish to acknowledge the collective bargaining agreement allows for allocated time for preparation and setup at a rate no less than 5 minutes for every 25 minutes of instruction.

**Whereas** the union and the School District need to include 1/2-hour duty free lunch in the daily ECFE teacher schedule

**WHEREAS**, the Union and the District do not envision this to be an on-going work-place scenario in the School District,

**NOW, THEREFORE**, the Union and the School District agree as follows:

1. ECFE teachers will be scheduled 8.5 hours per day for the 2023-2024 school-year, effective August 28, 2023.
2. This Memorandum of Agreement is effective upon execution of the parties and shall expire on June 30, 2024. It shall have no force or effect thereafter, unless so agreed, in writing by the Union and the School District.
3. This MOA does not constitute a past practice, nor does it establish a precedent.

Dated: 6/3/23

Fridley Education Association

By *Phil B.*  
Its President

Dated: 6/7/23

By \_\_\_\_\_

Its \_\_\_\_\_

Dated: 6/7/23

Independent School District No. 14

By *Dan Skel*  
Its Superintendent

By \_\_\_\_\_

Its \_\_\_\_\_



A World-Class Community of Learners

**FRIDLEY PUBLIC SCHOOLS**  
 6000 West Moore Lake Drive, Fridley, MN 55432  
 Phone: 763-502-5004 | Fax: 763-502-5050

**DATE:** June 20, 2023  
**TO:** Members of the School Board and Superintendent Hiel  
**FROM:** Craig Wieber, Director of Finance and Operations  
**RE:** Approval of the FY 2023-2024 Budget

**Recommendation**

**For the Board of Education to approve the proposed FY 2023-2024 budget as summarized below:**

<b>Fund</b>	<b>General</b>	<b>Food Service</b>	<b>Community Service</b>	<b>Capital Projects</b>	<b>General Debt Service</b>	<b>OPEB Debt Service</b>	<b>Internal Service Funds</b>	<b>OPEB Trust</b>	<b>Total All Funds</b>
<b>Revenues</b>	\$50,114,985	\$2,280,583	\$2,828,638	\$ 756,113	\$4,186,496	\$ 539,304	\$ 6,130,000	\$ 255,000	\$67,091,119
<b>Expenditures</b>	50,184,612	2,782,949	3,087,616	749,520	4,206,025	533,925	6,034,325	846,255	\$68,425,227
<b>Net</b>	\$ (69,627)	\$ (502,366)	\$ (258,978)	\$ 6,593	\$ (19,529)	\$ 5,379	\$ 95,675	\$ (591,255)	\$ (1,334,108)

Attachments:

- Fund Balance Summary



**INTERNATIONAL BACCALAUREATE (IB) PROGRAMME**

**Our IB World Schools provide:**  
 Primary Years Programme (PYP) in Preschool  
 Primary Years Programme (PYP) in grades K-4  
 Middle Years Programme (MYP) in grades 5-10  
 Diploma Programme (DP) in grades 11-12

**OUR SCHOOLS**

Hayes Elementary School  
 R.L. Stevenson Elementary School  
 Fridley Middle School  
 Fridley High School  
 Area Learning Center

# Budget Summary

## General Fund

The General Fund is used to record the financial activities of the District that are not included elsewhere. This includes education activities, district instructional and student support programs, pupil transportation, capital expenditures, and legal school district expenditures not specifically designated to be accounted for in any other fund.

## Assumptions:

- Fiscal Year 2023-2024 average daily memberships (ADMs) are projected to be 2,639.25. This is a decrease of 27.58 ADMs compared to the fiscal year 2022-2023 revised budget ADMs of 2,666.83
  - Projections are made based on an average of ADM history as well as accounting for known enrollment figures moving forward
- General education funding, on a per pupil basis, is \$7,138 (4.0% increase). Pupil units are calculated using a weighting factor of 1.0 for grades K-6 and 1.2 for grades 7-12.
  - Net impact of declining ADM and formula increase results in increased general education funding of \$536,512
- Includes new revenue from increased special education cross subsidy aid (from 6% to 44% of SPED expenditures) and increased compensatory revenue
- Salaries and benefits increases have been adjusted for 23-24 staffing levels, and known and estimated contract settlements
  - Projections are based on salary matrix, lane-change, and estimated settlement costs
- Non-salary costs have been adjusted for known changes in contracts, agreements, lease payment schedules, and changes in operations. Utility costs have been increased by 3%, non-medical insurance by 10%
- Uses \$250,000 of assigned fund balance to purchase new reading curriculum
- Capital budgets have been aligned with funding projections and the long-term facilities maintenance ten-year plan
- The bulk of ESSER III funds will be expended in in fiscal year 2022-2023. This budget uses the remaining ESSER III funds in the amount of \$751,424. This will exhaust all of the district's federal COVID funds

## Summary:

Based on the fiscal year 2022-2023 revised budget the District is projecting to end that fiscal year with an Unassigned fund balance of approximately 6.83%. The 2023-2024 adopted budget is projected to end the year with an estimated Unassigned fund balance of 6.62%. The fund balance policy approved by the School Board has a minimum Unassigned fund balance of 7%. The fiscal year budget will be revised mid-year to adjust for clarification around legislation enacted during the 2023 legislative session, contract settlements, updated enrollments, staffing, and fiscal year 2022-2023 audit results.

### **Food Service Fund**

The food service fund is used to record financial activities of the District's food service program. The fiscal year 2023-2024 adopted budget includes an approximately \$230,000 planned spend down for freezer additions at Hays and Stevenson. Estimated revenues include the Free School Meals for Kids Program enacted in the 2023 legislative session. Revenues are budgeted conservatively, while expenses are budgeted to include projected increases in commodity costs and as if fully staffed (historically run short on staff). The estimated ending fund balance for fiscal year 2023-2024 is projected to be \$612,818, or approximately 22% of annual expenditures. The fiscal year budget will be revised later in the year for known changes in operations, food pricing, staffing, and updated meals served estimates.

### **Community Service Fund**

The community service fund is used to record financial activities of the District's community service programs. The community service fund continues to recover from the impacts of COVID-19. Community service programs are fee based and the revenues continue to recover to pre-pandemic levels. Reductions were made, but revenues continue to exceed expenditures. As a result, the community service fund has a negative fund balance reserve. We will continue to look increase revenues and reduce expenditures. The fiscal year budget will be revised later in the year for known changes in operations, staffing, and revenue collections.

### **General and OPEB (Other Post Employment Benefits) Debt Service Funds**

The Debt Service Fund is used to record revenues and expenditures for a school district's outstanding bonded indebtedness, whether for building construction or operating capital, and whether for initial or refunding bonds.

When a bond issue is sold, the school board must levy a direct general tax upon the property of the district for the payment of principal and interest on such bonds as due. The amount levied is 105% of the principal and interest due on such bonds, which allows for delinquencies in tax collection.

When an excess of funds on hand is accumulated in the debt service funds due to interest earnings, lower than anticipated tax delinquency, or excess building funds, the levy for debt service may be reduced in whole or in part as dictated by fund balances and debt retirement requirements.

### **Internal Service Funds**

The Internal Service Funds account for the Districts self-insured medical and dental plans. We have included a 1% increase for medical insurance premium for 2023-2024 to ensure we continue to have a healthy fund balance and avoid large future increases.

### **OPEB (Other Post Employment Benefits) Trust**

The OPEB trust fund accounts for the payment and financing of the districts OPEB liabilities.

	6/30/2023 Beginning Fund Balance	Original Budget			6/30/2024 Ending Fund Balance
		Revenues	Expenditures	Fund Balance Buildup/(Usage)	
<b>General Fund</b>					
<b>Unassigned</b>	2,595,913	37,098,295	35,280,547	(132,159)	2,463,754
<i>Unassigned Fund Balance %</i>	6.83%				6.62%
<b>Nonspendable</b>	523,973	-	-	-	523,973
<b>Restricted:</b>					
Student Activities (Fund 51)	86,689	54,730	46,710	8,020	94,709
Staff Development	249,860	401,787	401,786	1	249,861
Capital Projects Levy	(12,954)	1,080,190	1,140,050	12,954	-
Operating Capital	152,255	692,286	753,844	(61,558)	90,697
Learning & Development	79,882	539,442	659,391	(79,882)	-
Area Learning Center	-	687,829	1,008,537	-	-
Gifted & Talented	-	37,606	37,606	-	-
Basic Skills	135,131	6,337,424	6,383,682	(46,258)	88,873
Basic Skills-Extended Time	-	549,120	1,100,516	-	-
Achievement & Integration	-	730,106	829,334	-	-
Safe Schools	244,899	105,328	185,960	(80,632)	164,267
Long-Term Facilities Maintenance	(415,503)	1,104,173	1,092,868	415,503	-
Medical Assistance	1,715,698	500,000	240,835	259,165	1,974,863
Career & Tech Program	-	155,418	616,915	-	-
<b>Subtotal, Restricted</b>	<b>2,235,957</b>	<b>12,975,440</b>	<b>14,498,034</b>	<b>427,313</b>	<b>2,663,270</b>
<b>Assigned:</b>					
Students Fund 19	237,449	41,250	61,660	(20,410)	217,039
Separation/Retirement Benefits	207,452	-	94,371	(94,371)	113,081
Curriculum Adoption	250,000	-	250,000	(250,000)	-
<b>Subtotal, Assigned</b>	<b>694,901</b>	<b>41,250</b>	<b>406,031</b>	<b>(364,781)</b>	<b>330,120</b>
<b>Total General Fund</b>	<b>6,050,743</b>	<b>50,114,985</b>	<b>50,184,612</b>	<b>(69,627)</b>	<b>5,981,116</b>
<b>Food Service</b>					
Nonspendable	21,525	-	-	-	21,525
Restricted	1,093,659	2,280,583	2,782,949	(502,366)	591,293
<b>Total Food Service</b>	<b>1,115,184</b>	<b>2,280,583</b>	<b>2,782,949</b>	<b>(502,366)</b>	<b>612,818</b>
<b>Community Education</b>					
<b>Restricted:</b>					
Nonspendable	7,203	-	-	-	7,203
Regular Community Education	(759,021)	2,413,313	2,630,521	(217,208)	(976,229)
Early Childhood Family Education (ECFE)	43,660	192,548	141,670	50,878	94,538
School Readiness	78,919	222,777	222,277	500	79,419
Restricted for Community Education	147,689	-	93,148	(93,148)	54,541
<b>Total Community Education</b>	<b>(481,550)</b>	<b>2,828,638</b>	<b>3,087,616</b>	<b>(258,978)</b>	<b>(740,528)</b>
<b>Capital Projects Fund</b>					
Capital Projects Levy	3,970	756,113	749,520	6,593	10,563
Restricted Fund Balance	-	-	-	-	-
<b>Total Capital Projects</b>	<b>3,970</b>	<b>756,113</b>	<b>749,520</b>	<b>6,593</b>	<b>10,563</b>
<b>Debt Service</b>					
<b>Restricted:</b>					
General Debt Service	1,276,591	4,186,496	4,206,025	(19,529)	1,257,062
OPEB Bond Refunding	-	-	-	-	-
OPEB Debt Service	158,835	539,304	533,925	5,379	164,214
<b>Total Debt Service</b>	<b>1,435,426</b>	<b>4,725,800</b>	<b>4,739,950</b>	<b>(14,150)</b>	<b>1,421,276</b>
<b>Internal Service Funds</b>					
Medical & Dental Self-Insurance Fund	5,889,980	6,130,000	6,034,325	95,675	5,985,655
<b>Total Internal Service Funds</b>	<b>6,193,030</b>	<b>6,130,000</b>	<b>6,034,325</b>	<b>95,675</b>	<b>5,985,655</b>
<b>Trust and Agency Funds</b>					
Custodial Funds	-	-	-	-	-
Revocable OPEB Trust	3,715,281	255,000	846,255	(591,255)	3,124,026
<b>Total Trust and Agency Funds</b>	<b>3,715,281</b>	<b>255,000</b>	<b>846,255</b>	<b>(591,255)</b>	<b>3,124,026</b>
<b>Total All Funds</b>	<b>18,032,084</b>	<b>66,691,119</b>	<b>68,423,952</b>	<b>(1,334,108)</b>	<b>16,299,251</b>

Date: June 9<sup>th</sup>, 2023

To: Superintendent Dr. Hiel  
Members of the School Board

From: Transportation

Subject: 2023-24 Rate for Private Transportation Contracts

State Statute requires School Districts to transport students attending non-public schools to either the district boundary or to the non-public school within the school district boundary. Fridley Public Schools transports to Totino Grace, Al-Amal & Woodcrest Baptist School if resident families' request. Transportation is scheduled using the Fridley Public School calendar. Resident families attending non-public schools outside the Fridley school district boundary enter a private transportation contract for reimbursement. District policy states the rate is to be established annually.

For 2023-24, MDE has given us an annual maximum dollar amount of **\$436.78 per family, per school**. The daily rate will be broken down based on this figure and the number of school days attended. Families who have students attending two different non-public schools will receive a reimbursement per family, per school.

CC: Craig Wieber  
Lori Andler



**INTERNATIONAL BACCALAUREATE (IB) PROGRAMME**

**Our IB World Schools provide:**

Primary Years Programme (PYP) in Preschool  
Primary Years Programme (PYP) in grades K-4  
Middle Years Programme (MYP) in grades 5-10  
Diploma Programme (DP) in grades 9-12

**OUR SCHOOLS**

Hayes Elementary School  
R.L. Stevenson Elementary School  
Fridley Middle School  
Fridley High School  
Area Learning Center



**2023-2024 RESOLUTION FOR MEMBERSHIP  
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE**

**RESOLVED**, that the Governing Board of Fridley Public Schools, County of Anoka, State of Minnesota delegates the control, supervision and regulation of interscholastic athletic and fine arts events (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

**FURTHER RESOLVED**, that the high schools listed below (name all high schools under your governing board):

Fridley High School \_\_\_\_\_

(If more than four high schools, attach an additional list)

is/are authorized by this, the Governing Board of said school district or school to:

1. \_\_\_\_\_ Make new application for membership in the Minnesota State High School League;  
School Enrollment (grades 9-12): \_\_\_\_\_  
OR;  
 Renew its membership in the Minnesota State High School League; and,
2. Participate in the approved interschool activities sponsored by said League and its various subdivisions.

**FURTHER RESOLVED**, that this Governing Board hereby adopts the Constitution, Bylaws, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or school, or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities, and that the administration and responsibility for determining student eligibility and for the supervision of such activities are assigned to the official representatives identified by this Governing Board.

***Signing the Resolution for Membership affirms that this Governing Board has viewed the WHY WE PLAY training video which defines the purpose and value of education-based athletic and activity programs and assists school communities in communicating a shared common language.***

*Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Code of Student Conduct violations for students participating in activity programs by member schools.*

The above Resolution was adopted by the Governing Board of this school district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

Signed: \_\_\_\_\_  
(Clerk/Secretary - Local Governing Board)

Signed: \_\_\_\_\_  
(Superintendent or Head of School)

Date: June 20, 2023

Date: June 20, 2023

District/School Office Address: 6000 West Moore Lake Drive, Fridley, MN 5432

Head of School/Superintendent's Phone: Dr. Kim Hiel / 763-502-5001

Head of School/Superintendent's Email: kim.hiel@fridley.k12.mn.us

**This form must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2023. Retain one copy for the school files.**

## 2023-2024 RESOLUTION FOR MEMBERSHIP

This information on page must be entered electronically on the MSHSL Resolution for Membership 2023-2024 Form on the League website once for each high school under your governing board.

The following is taken from the MSHSL Constitution:

### 208.00 LOCAL CONTROL

#### 208.01 Designated School Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote, such as district meetings, region meetings, and mail ballots.

**One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.**

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

#### 208.02 Designated Activity Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

#### 208.03 Local Advisory Committee

Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

### 208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

- Designated School Board Member Jake Karnopp
- Designated School Representative Justin Reese

### 208.02 ACTIVITY REPRESENTATIVES

- Boys Sports Justin Reese
- Girls Sports Justin Reese
- Speech Justin Reese
- Music Becca Shuman

### 208.03 LOCAL ADVISORY COMMITTEE MEMBERS

- Board Member Jake Karnopp
- Student Ethan Andler
- Parent Jim Stangler
- Faculty Member Kari Reiter

### MAILING REPRESENTATIVE

By signature on the first page, I have verified that all required representatives above have been entered electronically on the MSHSL Resolution for Membership 2023-2024 Form.



# State of Minnesota

## Joint Powers Agreement

SWIFT Contract Number: \_\_\_\_\_

This Joint Powers Agreement (“JPA” or “Agreement”) is between the State of Minnesota, acting through its Commissioner of Department of Education (“State” or “MDE”) whose business address is 400 NE Stinson Blvd., Minneapolis, MN 55413 and Independent School District (“ISD”) – Fridley ISD #14 (“Governmental Unit”) whose business address is 6085 7<sup>th</sup> Street NE, Fridley, MN 55432.

### Recitals

Under Minnesota Statute § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of Local Education Agencies (“LEAs,” which are also known as Minnesota school districts), the Governmental Units, to implement evidenced based practices in Early Childhood Special Education Programs in order to improve outcomes for eligible young children and their families and reduce the overall cost of service. Implementation requires five (5) years of training, coaching, data collection and systems interventions to ensure fidelity and full incorporation of evidenced based practices into the culture of the local program.

This Agreement creates a multiyear project between the LEA and MDE to ensure that funds for approved implementation expenses are available to the local early childhood program for five (5) years in order to build needed skills and capacity in local programs to ensure sustainability in evidenced based practices long-term.

This is a Cohort 8 project. Cohort 8 is the name for the eighth round of Minnesota school districts that have applied and been accepted into this program by MDE.

### Agreement

#### 1. Term of Agreement

- 1.1 Effective Date: July 1, 2023, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: June 30, 2028, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. Agreement between the Parties

The Governmental Unit’s responsibilities will fall into one of 2 categories, as noted below, which are categorized as either Part C or Part B depending on the child’s age. The Governmental Unit will implement Evidence-based Quality Intervention Practices (EQIP) using Part C federal funding. The Governmental Unit will implement either the Classroom Engagement Model (CEM) or Pyramid Model using Part B federal funding based on the evidence based practice selected in their application for this project.

- Part C Innovation
- Part B Innovation

Governmental Unit responsibilities will include:

- 2.1 Provide necessary staff to fill roles of the selected innovation. All innovation installation will require sufficient time dedicated for individuals to perform the duties of such roles.
- 2.2 Attend meeting(s) and necessary training(s) for understanding and ongoing expansion of skills with regard to the use of the selected innovation.
- 2.3 Develop and maintain a local implementation team, with regular (monthly) meeting frequency and required membership.
- 2.4 Submit data on a monthly (or less frequent schedule as determined by the innovation) schedule for specific innovation for a 5 year period.
- 2.5 Submit invoices for allowable training and implementation expenses on a quarterly basis (October, January, April, and June).
- 2.6 Upon request, share local data with MDE for implementation fidelity study and improvements.

If Governmental Unit were to discontinue use of this innovation during any year of this Agreement for unauthorized reasons, this Governmental Unit will be UNABLE to apply for additional innovation work for the NEXT three (3) years. If a Governmental Unit were discontinued from any cohort project, the capacity of the Governmental Unit to continue in any other cohort project will automatically be assessed and, in absence of capacity to continue, will be unenrolled.

A Governmental Unit may apply for additional innovation projects in subsequent cohort years if the Governmental Unit completed a new application, demonstrated all necessary readiness qualities, and was selected during the review process. A separate agreement outside of this Agreement would have to be established and put in place.

MDE responsibilities will include:

- 2.7 MDE shall provide free regional trainings for selected professionals of the Governmental Unit for the selected innovation. If the Governmental Unit staff members do not attend one of the regionally supported innovation trainings due to district conflict of schedules, cost of alternative training events will become the responsibility of the Governmental Unit.
  - 2.7.1 MDE will provide the specific trainer list for the selected innovation that must be used by the Governmental Unit. These trainers must be paid at the state approved rate (Agreement funds can be used to cover this fee), all other trainer expenses become the responsibility of the Governmental Unit.
  - 2.7.2 Governmental Unit must register attendees through a State-approved system for tracking purposes.
  - 2.7.3 Governmental Unit must use approved training materials and assessment procedures that support all training experiences. Training materials must be ordered at least one month prior to training event(s) through the MDE Authorized Representative.
  - 2.7.4 The training schedule and duration must mirror the MDE established training sequence, duration, and timeline(s).
- 2.8 Provide skilled external coaching time to the Governmental Unit at the same decelerating rate as financial supports. Coaching services will guide the local implementation team and support the internal coach(es) of the Governmental Unit to work toward implementation fidelity for the success of the selected practices.
- 2.9 Provide data collection tools, collection schedule, and support for understanding and local use of data as appropriate.
- 2.10 Support the Governmental Unit with use of Active Implementation frameworks within their program.

### 3. Payment

- 3.1 See Attachment A for 5 year budget breakdown which is attached and incorporated into this Agreement. Attachment A defines the financial supports that will be available for this innovation work within the Early Childhood Special Education program for each Agreement year. The Agreement year runs from July 1 of one calendar year through June 30 of the following calendar year.
- 3.2 Allowable expenses for practitioners who are being trained and implementing the use of the practices of this innovation include expenditures for mileage, meals, overnight hotel stays, purchase of required materials, stipends for work on non-contract time, and substitute costs when working on this project. The Governmental Unit must document travel expenses i.e., hotel, mileage, food, etc. for professionals who participated in Agreement-related work. Travel expenses can only be reimbursed up to the allowable amounts as outlined in the Commissioner's plan under clause 3.4. MDE requires the Governmental Unit to maintain sufficient detail demonstrating adherence to these limitations for audit purposes. Governmental Unit is not required to submit this supporting documentation.
- 3.2.1 Allowable expenses will be recorded on the JPA Invoice Form MDE will provide that is attached and incorporated into this Agreement by reference. Supporting documentation such as hotel receipts are retained by the Agreement recipient for auditing purposes. *All supporting documentation must be kept by the Agreement recipient for the full duration of this Agreement plus a minimum of six additional years per state and federal audit retention requirements.*
- 3.3 Work of an internal coach is essential for the ongoing and successful use of the selected innovation. Funds may be used to support a portion of a professional position who is released to conduct this work. Compensation will be provided to the Governmental Unit for a portion of the coaches' salary up to \$135.00 per day of work in this dedicated role of internal coach or to pay for the substitute who takes over the individual's typical role while the individual is coaching. These funds can also be used to support this work outside the typical school contract day for the coach or coachee at the established contract rate.
- 3.4 *Travel expenses.* Travel and subsistence expenses actually and necessarily incurred by the Governmental Unit as a result of this Agreement will be reimbursed in the same manner and in no greater amount than provided in the current complete "Commissioner's Plan" established by the Commissioner of Minnesota Management and Budget that can be found at <http://mn.gov/mmb/employee-relations/labor-relations/Labor/commissioners-plan.jsp> which is incorporated in to this Agreement by reference. The Governmental Unit will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state. Mileage must have start and end mileage recorded for each day traveled. When meals are being claimed, the work start and end time must be clearly listed for each day meals are being claimed.
- 3.5 The Governmental Unit will invoice MDE for allowable expenses up to the established limit for each year on a quarterly basis. Invoices will be submitted on a quarterly basis for each of the following months each calendar year for the duration of this Agreement on this date or the nearest business day to:
- September – invoice due October 15<sup>th</sup>

December – invoice due January 15<sup>th</sup>

March – invoice due April 15<sup>th</sup>

June – invoice due July 15<sup>th</sup>

Expenses incurred beyond this maximum yearly amount become the fiscal responsibility of the Governmental Unit.

3.6 If the total annual allocated amount is not completely spent in efforts to support this innovation at the program level, all unspent portions of that allocation will be forfeited to MDE for redistribution unless otherwise agreed to by MDE. The State Fiscal Year runs from July 1 of one calendar year through June 30 of the following calendar year. Final State Fiscal Year invoices should be received by July 15<sup>th</sup> of each calendar year for MDE processing. A new annual amount (that is listed on Attachment A the decelerating schedule) will be available for use by the Governmental Unit by July 1 of each calendar year of the Agreement.

3.7 Invoices should use the MDE provided JPA Invoice Form and will include the following information:

3.7.1 MDE's Authorized Representative's name

3.7.2 Agreement/contract number

3.7.3 Dates of service with corresponding amounts

3.7.4 The subject line of the email with the invoice attached should contain the MDE's Authorized Representative's name and Agreement/contract number.

3.7.5 The preferred method of obtaining an invoice from a Governmental Unit is by email.

**Submit invoices via email to Accounts Payable:**

MN Department of Education

Accounts Payable Department

[MDE.AccountsPayable@state.mn.us](mailto:MDE.AccountsPayable@state.mn.us)

3.7.6 Should an invoice need to be submitted via U.S. Mail, please use the following address:

MN Department of Education

Attn: Accounts Payable Department

400 NE Stinson Blvd.

Minneapolis, MN 55413

3.8 Federal funds. Payments under this Joint Powers Agreement will be made from federal funds obtained by the State through CFDA numbers 84.173A for Part B and 84.181A for Part C. The Governmental Unit is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Governmental Unit's failure to comply with federal requirements.

3.9 Total obligations for each state fiscal year will not exceed amounts listed in Attachment A. The total obligation of MDE under this Agreement will not exceed \$57,300.00.

**4. Authorized Representatives**

4.1 The State's Authorized Representative or her successor is:

Rachael Raske - Early Childhood Special Education (ECSE) Program Specialist

400 NE Stinson Blvd.

Minneapolis, MN 55413

Phone: 651-582-8471

Email: [Rachael.Raske@state.mn.us](mailto:Rachael.Raske@state.mn.us)

4.2 The Governmental Unit's Authorized Representative or her/his successor is:

Name: Dr. Kim Hiel

Address: 6085 7<sup>th</sup> Street NE

City/State/Zip: Fridley, MN 55432

Phone: 763-502-5001

Email: [kim.hiel@fridley.k12.mn.us](mailto:kim.hiel@fridley.k12.mn.us)

**5. Assignment, Amendments, Waiver, and Contract Complete.**

5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**6. Indemnification.**

6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

## **7. State Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

## **8. Government Data Practices.**

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

## **9. Venue**

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **10. Termination**

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

## **11. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).**

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

## 12. Accessibility Standards

The Governmental Unit agrees to comply with the State of Minnesota Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 which can be viewed on the [Minnesota IT Services website](https://mn.gov/mnit/about-mnit/accessibility/) (<https://mn.gov/mnit/about-mnit/accessibility/>). The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software/products/subscriptions available through this Agreement, the Governmental Unit agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above mentioned accessibility Standards, the Governmental Unit agrees to provide alternative solutions upon request at no additional charge to the State.

- a. For additional information on how to make your documents accessible please visit the following link [Accessible Electronic Documents / Minnesota IT Services \(mn.gov\)](https://mn.gov/mnit/about-mnit/accessibility/electronic-documents/) (<https://mn.gov/mnit/about-mnit/accessibility/electronic-documents/>).
- b. Contact the [Communications Office](mailto:mde.communications@state.mn.us) ([mde.communications@state.mn.us](mailto:mde.communications@state.mn.us)) for specific guidance on creating content that meets our accessibility requirements.
- c. For questions regarding the accessibility of software, websites or applications, contact [Kim Wee](mailto:kim.wee@state.mn.us) ([kim.wee@state.mn.us](mailto:kim.wee@state.mn.us)).

## 13. Publications or Other Content Intended for Dissemination

The following criteria are to be used for all publications or other content created for MDE intended for dissemination:

- a. Use only print-quality department logo. Request a copy from the MDE [Communications Office](mailto:mde.communications@state.mn.us) ([mde.communications@state.mn.us](mailto:mde.communications@state.mn.us)).
- b. Copy must follow latest edition of the Associated Press (AP) Stylebook.
- c. Video content must be open or closed captioned. If video does not have narration or conversation, audio descriptions must be used. Audio descriptions help users with visual disabilities perceive content that is presented only visually and are necessary for WCAG 2 Level AA conformance.
- d. Copy must be free of typographical and grammatical errors.
- e. Fonts used can vary in promotional pieces; however, the sizes used should be comparable to Calibri 11 pt. or Times New Roman 12 pt.
- f. Manuals and other long documents (10+ pages, as a reference point only) should be provided in PDF format with bookmarks (preferred) or include a linked Table of Contents.
- g. If the end product is not an editable source document (originally created format), the source document must also be provided to the department along with the final format for all non-multimedia content. For instance, if a PDF document is the final product, the Governmental Unit must also provide the Word or PowerPoint file.
- h. Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows. Notes, as Annotations, should not be included when the presentation is converted to PDF.
- i. Please direct questions regarding printed material to the Authorized Representative for this Agreement.

#### **14. Plain Language**

The Governmental Unit must provide all deliverables in “Plain Language.” Executive Order 19-29 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 19-29, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, the Governmental Unit will take the following steps in the deliverables:

- a. Use language commonly understood by the public;
- b. Write in short and complete sentences;
- c. Present information in a format that is easy to find and easy to understand; and,
- d. Clearly state directions and deadlines to the audience.

#### **15. Force Majeure**

Neither party shall be responsible to the other or considered in default of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, pandemics, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

*Signature page to follow*

**1. State Encumbrance Verification**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05*

Print Name: Jennifer Fleckner

Signature: \_\_\_\_\_

Title: SPA-principal                      Date: \_\_\_\_\_

SWIFT Contract No. \_\_\_\_\_

**2. Governmental Unit**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**3. Minnesota Department Of Education (MDE)**

*With delegated authority*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**4. Commissioner of Administration**

*As delegated to The Office of State Procurement*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Admin ID: \_\_\_\_\_

Signature page to Joint Powers Agreement contract #

**Attachment A**

<b>Part C funds through Joint Powers with District programs</b>						
School/ JPA Year	2023-24	2024-25	2025-26	2026-27	2027-28	total
Albert Lea	\$3,495.13	\$2,587.20	\$2,037.20	\$1,629.76	\$1,439.76	\$11,189.05
Shakopee	\$19,720.00	\$7,890.00	\$7,450.00	\$5,520.00	\$4,720.00	\$45,300.00
Yearly total	\$23,215.13	\$10,477.20	\$9,487.20	\$7,149.76	\$6,159.76	\$56,489.05

<b>Part B funds through Joint Powers with District programs</b>						
School/ JPA Year	2023-24	2024-25	2025-26	2026-27	2027-28	total
Sibley East	\$16,865.00	\$13,505.00	\$8,544.00	\$6,054.00	\$4,919.00	\$49,887.00
Warroad	\$41,000.00	\$14,000.00	\$10,000.00	\$8,000.00	\$7,000.00	\$80,000.00
Westonka	\$36,950.00	\$28,570.00	\$24,660.00	\$12,400.00	\$11,050.00	\$113,630.00
Rock Ridge	\$10,000.00	\$8,000.00	\$9,600.00	\$9,000.00	\$8,000.00	\$44,600.00
Fridley	\$16,500.00	\$10,050.00	\$10,200.00	\$10,250.00	\$10,300.00	\$57,300.00
Laporte	\$18,300.00	\$17,550.00	\$15,950.00	\$9,500.00	\$7,500.00	\$68,800.00
Little Falls	\$18,900.00	\$14,400.00	\$9,500.00	\$9,500.00	\$9,500.00	\$61,800.00
Yearly total	\$158,515.00	\$106,075.00	\$88,454.00	\$64,704.00	\$58,269.00	\$476,017.00

**GRAND TOTAL FOR PROJECT \$532,506.05**

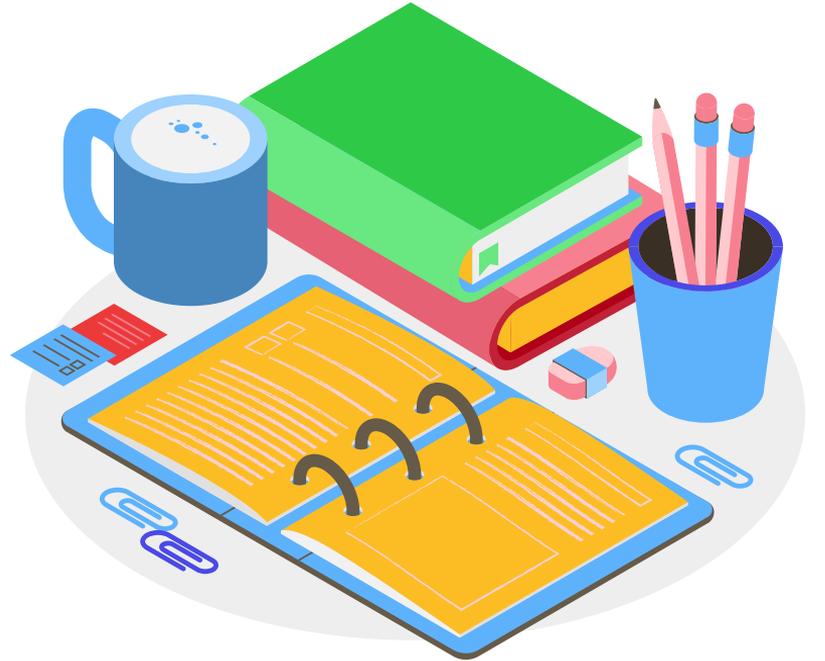
## School Board Opening Timeline

<u>Date</u>	<u>Activity</u>
May 1, 2023	Resignation received
May 8, 2023	Ad sent to School Board designated newspaper
May 16, 2023	Announce the vacancy at the School Board Meeting
May 16-Jun 2, 2023	Applications Accepted at the Fridley School District Offices
May 19, 2023	Ad is published in School Board designated newspaper
May 22-25, 2023	Post Special Meeting Notice(s)
June 2-5, 2023	School Board Members review the applications
June 6, 2023	Special Meeting to interview applicants
June 6, 2023	Nomination is announced and voted amongst Board Members
Jun 6-Jul 6, 2023	30 days for Community to Contest the Nomination
July 18, 2023	New School Board Member is recognized

*Dates are subject to change.*

# PROPOSED BELL CHANGES

2024-2025 School Year



# The WHY

01

## Transportation costs

Rising costs for buses, drivers, gas  
Traffic has increased in the afternoons

02

## Driver shortages

Harder to keep the drivers / find drivers  
Unsafe to ask drivers to drive faster

03

## Routes getting longer

Unable to make the routes in time available  
Added NWS PreK-12 and have not changed

# Current Bell Times

**FHS**

**Student Hours: 8:10AM-3:00PM**

Teacher contract hours: 7:15AM-3:15PM

**FMS**

**Student Hours: 8:00AM-3:00PM**

Teacher contract hours: 7:15AM-3:15PM

**K-4**

**Student Hours: 9:10AM-3:45PM**

Teacher contract hours: 8:00AM-4:00PM

# Proposed Bell Times

FHS

**Student hours: 7:50AM-2:40PM**

Teacher contract hours: 7:00AM-3:00PM

FMS

**Student hours 7:50AM-2:40PM**

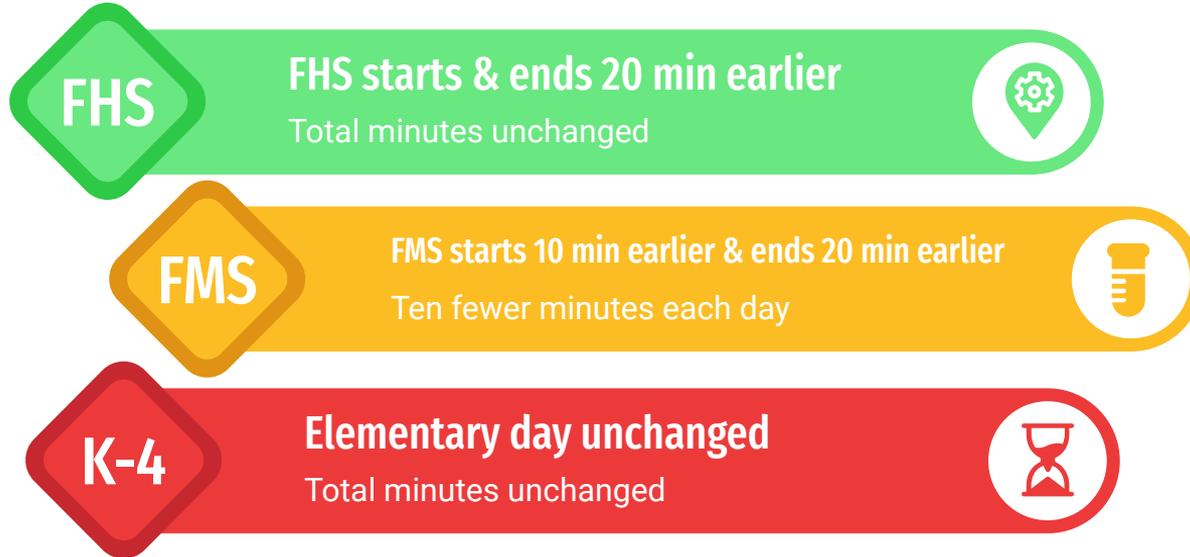
Teacher contract hours: 7:00AM-3:00PM

K-4

**Student hours 9:10AM-3:45PM**

Teacher contract hours: 8:00AM-4:00PM

# Proposed 2024-25 Changes



# Current vs. Proposed

- FHS remains the same, just a shift to the start/end time by 20 minutes.
- FMS has a 10 minute earlier start time and end time 20 minutes earlier.
  - Minimum hours still exceed the state requirements for grades 5-8
  - Still maintain 6 extra days for each grade (and 7 days for 5th grade with their extra orientation day)
- K-4 remains unchanged

