

Business Meeting

Tuesday, June 20, 2023 7:30 PM

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

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
C.2. 2022-2023 Retirees	Presenter: Dr. Kim Hiel
C.3. Graduation & Celebrations 2023	Presenter: Dr. Kim Hiel
C.4. Recognizing Donna Prewedo	Presenter: Dr. Kim Hiel
C.5. Recognizing Dr. Kim Hiel	Presenter: Ross Meisner
D. Superintendent and Staff Reports	
D.1. Bus Safety Poster Winners	Presenter: Cindy McKay/Kristen Joly
D.2. 2023-2024 Budget Presentation	Presenter: Craig Wieber
E. Business Action Items	
E.1. Motion: Approval of the 2023-24 Budget	Presenter: Craig Wieber
E.2. RESOLUTION Accepting Gifts	Presenter: Ross Meisner
F. Consent Agenda	Presenter: Ross Meisner
F.1. Minutes of the School Board Business Meeting and Work Session held on May 16, 2023 and Special Meetings and Work Session held on June 6, 2023	
F.2. Monthly Financial Reports	
F.3. New Contracts, Amendments, Leaves of Absence, Terminations, Resignations, and Retirements	
F.4. Non Public Reimbursement Notification / 2023-24 Rate for Private Transportation Contracts	
F.5. MOA for ECFE Teacher Hours for 2023-24	
F.6. Dissolution of Summer Academy Joint Powers Agreement effective June 30, 2023	
F.7. Joint Powers Agreement with MDE for Early Childhood Special Ed Programs 2023-2028	
G. Important Future School Board Dates	Presenter: Ross Meisner
G.1. District Holiday / Buildings Closed July 4, 2023	

G.2. Fridley Community Theater Youth Production:

Dear Edwina Jr.

July 7 at 7:00 PM and July 8 at 2:00 PM

FHS Auditorium

G.3. Fridley Public Schools Board Meeting

July 18, 2023

Work Session, 5:30 PM

Open Forum, 7:00 PM

Business Meeting, 7:30 PM

Fridley Community Center

G.4. Fridley Community Theatre presents: The Addams

Family

July 21, 22, 27, 28 at 7:00 PM and July 29 at

2:00 PM

FHS Auditorium

H. **Adjournment**

Presenter: Ross
Meisner

Tuesday, June 20, 2023
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 – Board Chair

Suggested Motion: Motion by _____, seconded by _____ to approve the agenda for June 20, 2023.

C. Spotlight on Recognition

D. Superintendent and Staff Reports

E. Business Action Items

1. Motion: Approval of the 2023-24 Budget

Suggested Motion: Motion by _____, seconded by _____ to approve the 2023-2024 Budget.

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 **Fridley High School:**
 - Target Employee Giving / anonymous donor - \$14.00

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

F. Consent Agenda

Suggested Motion: Motion by _____, seconded by _____ to approve the consent agenda of including minutes of the work session and business meeting held on May 16, 2023 and the Special Meetings and Work Session held on June 6; New Contracts, Amendments, Leaves of Absence, Resignations, Retirements and Terminations; Non Public Reimbursement Notification / 2023-24 Rate for Private Transportation Contracts; MOA for ECFE Teacher Hours for 2023-24; Dissolution of Summer Academy Joint Powers Agreement effective June 30, 2023; and Joint Powers Agreement with MDE for Early Childhood Special Ed Programs 2023-2028

G. Important Future School Board Dates

H. Adjournment

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

Fridley Public Schools Employee of the Month – June 2023

Tiffany Johnsrud has been the High School Cook Manager for the last two school years. Despite all the staffing and food shortages, she continues to have a smile and a positive attitude. You can frequently see her operating the cashier station at lunchtime or helping restock the salad bars to ensure the students have as many choices as possible. She is willing to pick up extra tasks when short-staffed to ensure that the team is supported, and our students have the best possible meal. She uses her creativity and previous experience to suggest new recipes for the Grab and Go Sandwich and Salads line. Tiffany faces all challenges head-on and communicates effectively with her team, even when she was given minimal notice that the High School was shifting to three lunches instead of the usual one lunch. Tiffany's attitude, strong work ethic, and commitment to our customers is part of the reason why the High School kitchen has been successful this year.

---Renee Arbogast, Director of Nutritional Services



Employee of the Month

June 2023

**Employee of the Month for
June 2023:**

Tiffany Johnsrud





Fridley Public Schools Retirees

2022 - 2023

Over 52 Years of Service



Dr. Val Anderson
ECFE Coordinator



Sue Hanson
Activities Assistant



Michelle Stevens
Asst. Program Mgr



James Wilka
Paraeducator



The background is a dark teal color with various decorative elements. At the top center is a blue graduation cap with a gold tassel. Below it, the title 'Graduations & Celebrations' is written in a large, white, serif font, flanked by two golden laurel wreaths. At the bottom center is a rolled-up blue diploma tied with a gold ribbon. The background is also decorated with golden line-art flowers, leaves, and small golden stars and dots.

Graduations & Celebrations

2022-2023 - Fridley Public Schools Board Presentation 6/20/2023

Visit from Commissioner Willie Jett



Graduations & Celebrations

The end of the year is FULL of excitement at Fridley Public Schools!
Some of the highlights include...

ALC Graduation	Hosted at Fridley Community Center, the 25 graduates of the ALC were celebrated on May 25.
FHS Graduation	The 65th Commencement took place at the FHS Football Stadium on June 1.
8th Grade Celebration	A Paddleboat cruise down the Mississippi to celebrate the end of Middle School!
4th Grade Celebration - RLS	Fun with friends and families on June 8
4th Grade Celebration - HYS	Fun with friends and families on June 8
Preschool Graduation	The class of 2036 bridges over to Kindergarten!

For more info:
Visit [FridleySchools.org](https://www.fridleyschools.org)

Or check out the social media stories:
[FACEBOOK](#) | [INSTAGRAM](#)

Among the graduates, there were...

10 Full IB Diploma Candidates

6 DP courses and exams,
Theory of Knowledge Course,
4000 word extended essay &
creativity, action & service
activities

4 Associate Degrees

4 students graduated
with their college
associates degree

8 IB scholars

Took at least 4 IB
Diploma Programme
courses and exams

7 Presidential Educational Awards

3.5 GPA and 80th
percentile or higher on
SAT or ACT





212 Graduates in the class of 2023

26 Honors
graduates

GPA of 3.25-3.49

27 High Honors
graduates

GPA of 3.50-3.74

20 Highest Honors
graduates

GPA of 3.75+ and a
minimum of 3 IB courses
and exams

36 Academic
Letter Awards

7 Student
Speakers

Including 2 emcees





ALC
Class of 2023

25 graduates

Preschool Graduates



RLS - 4th grade



Student
Exhibition



Family Picnic



Hayes - 4th grade



FMS - 8th grade



Well done!





FRIDLEY PUBLIC
SCHOOLS
2023 SCHOOL BUS
SAFETY POSTER
CONTEST

"Safely Rolling to My
Destination"

Grade K-

Raniyah Haji Stevenson 1st Place District - 2nd Place State
Cooper Young Stevenson 2nd Place District -3rd Place State
Sudaysi Ahmed Stevenson 3rd Place District

Grade 1

Olive Pederson Stevenson 1st Place District -2nd Place State
Ariya Crowder Stevenson 2nd Place District 4th Place State
Shauna Saechao Stevenson 3rd Place District - 3rd Place State

Grade 2

Amber Coleman Stevenson 1st Place District
Aliya Pendleton Stevenson 2nd Place District
Emberly Vue Stevenson 3rd Place District

Grade 3

Israa Herzallah

Hayes 1st Place District

Sina Shimeles

Stevenson 2nd Place District

Madelyn Anderson

Stevenson 3rd Place District 4th Place State

Grade 4

Ocean Hernandez

Stevenson 1st Place District 3rd Place State

Gabriel Saygbe

Stevenson 2nd Place District

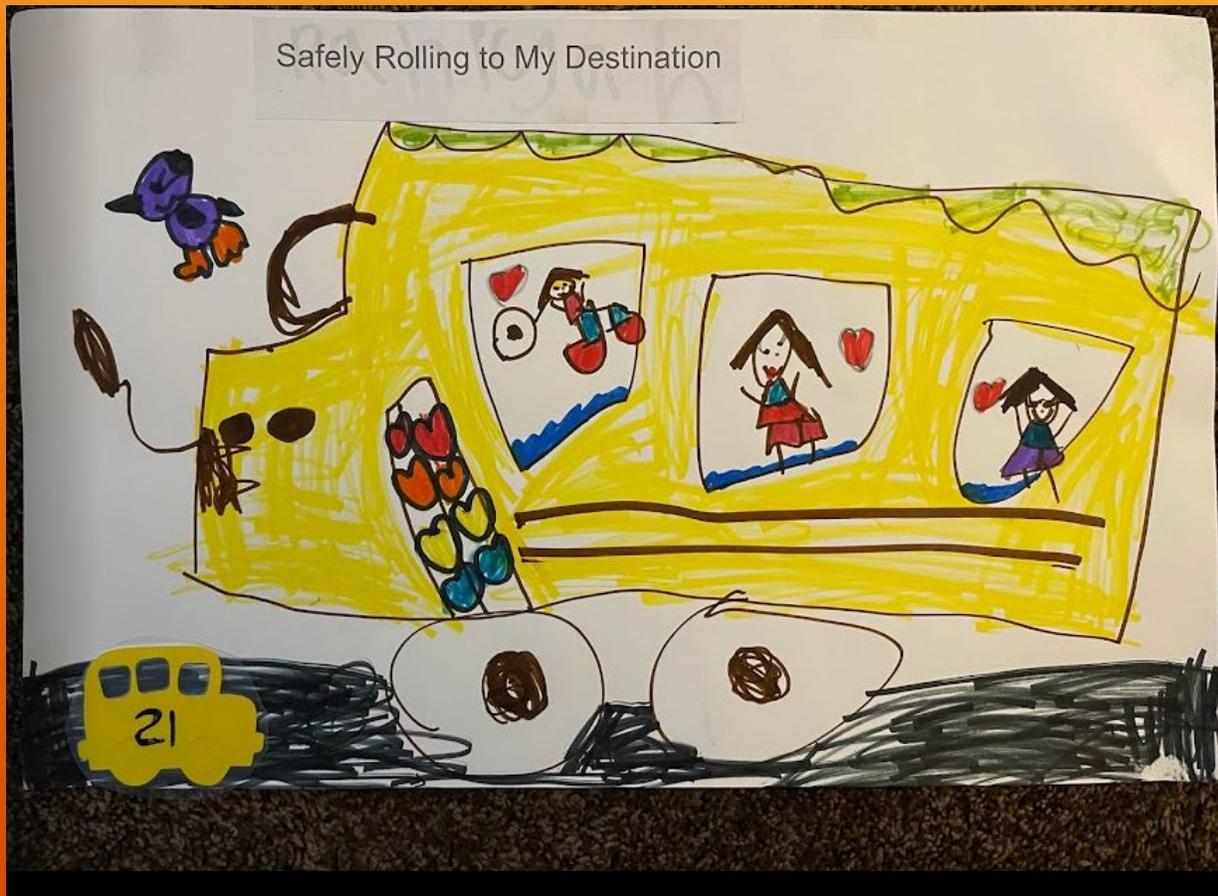
Vadym Kryzhanivskyi

Stevenson 3rd Place District

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Raniyah Haji

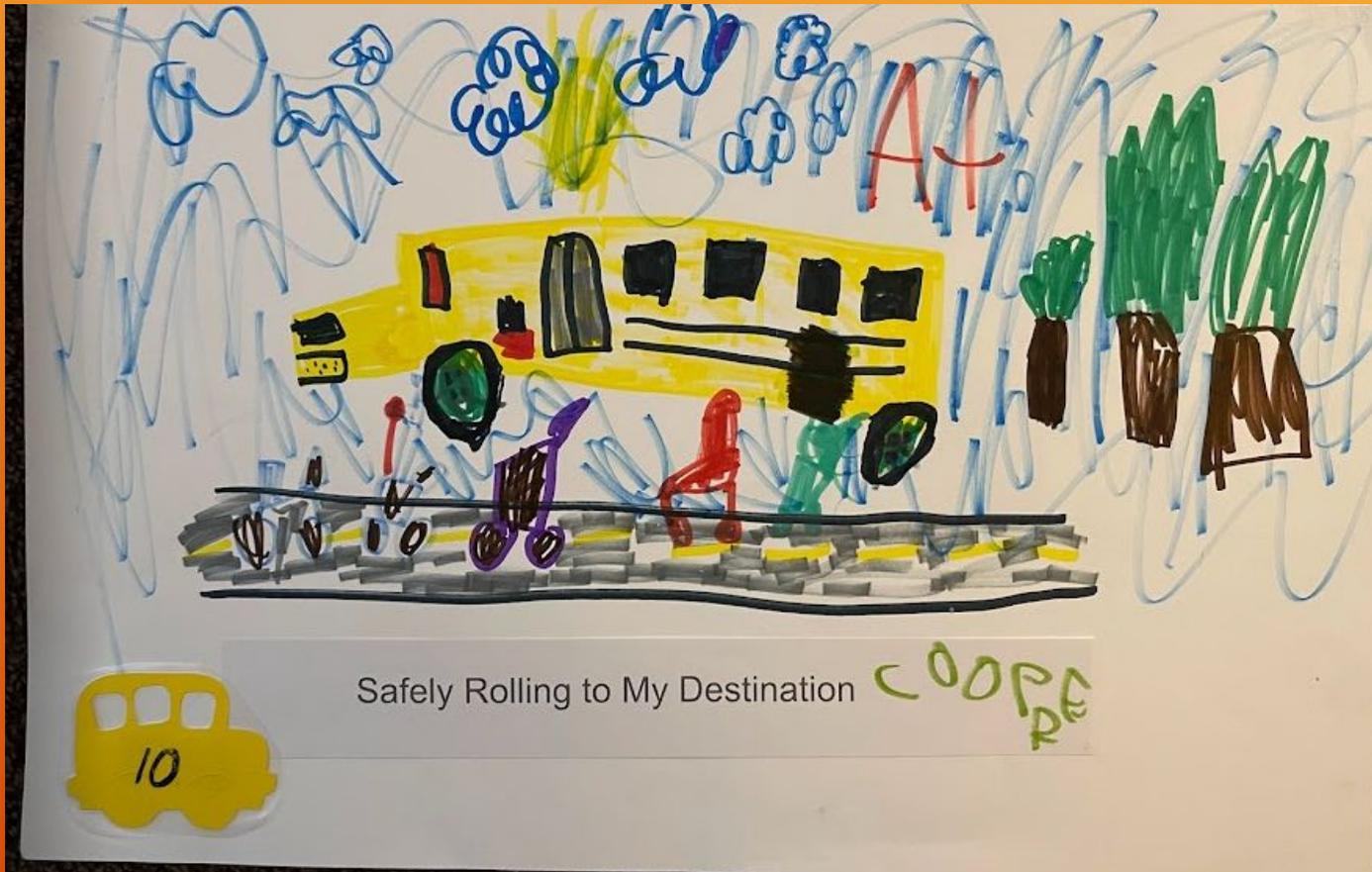
District 1st Place State - 2nd Place
Stevenson - Kindergarten



Sudaysi Ahmed
District 2nd Place
Stevenson - Kindergarten



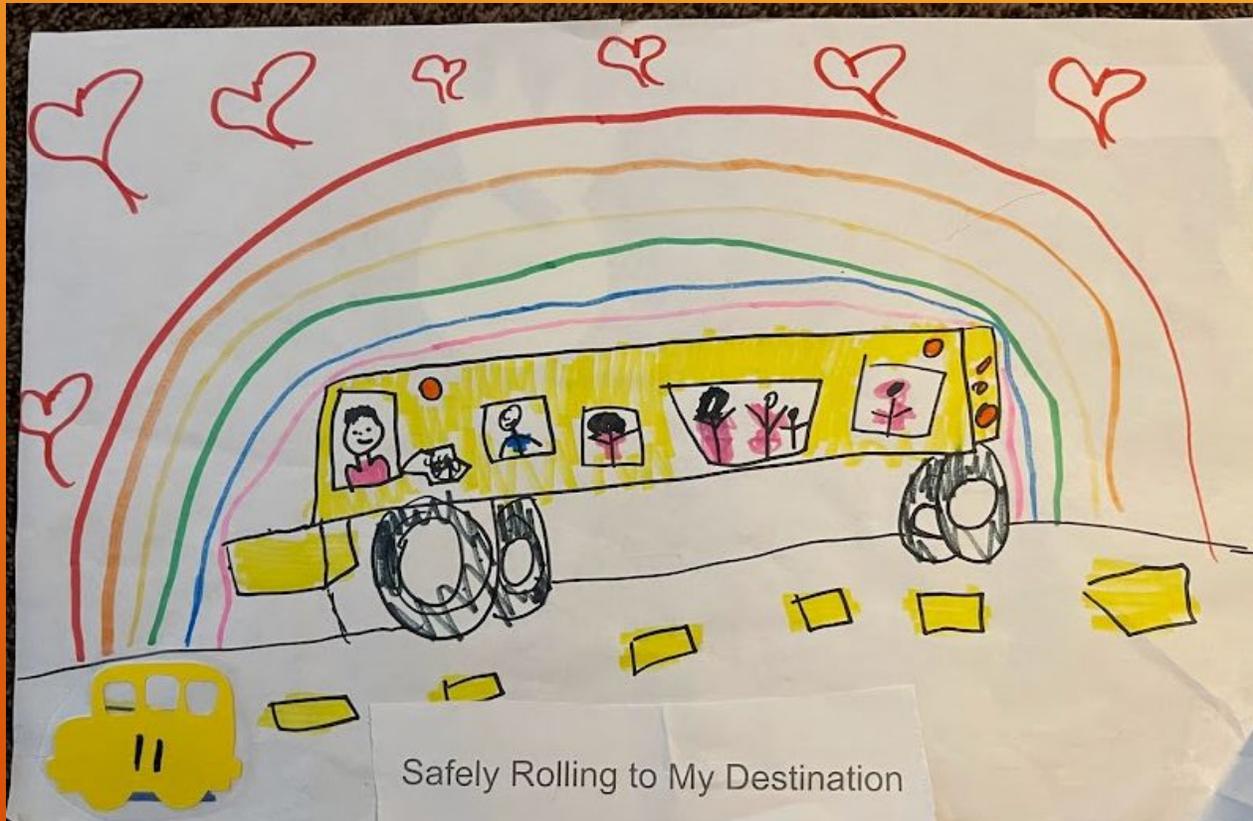
Cooper Young District 3rd Place-3rd Place State Stevenson-Kindergarten



Olive Pederson
1st Place District - State 2nd Place
Stevenson 1st Grade



Ariya Crowder
District 2nd Place State- 4th Place
Stevenson -1st Grade



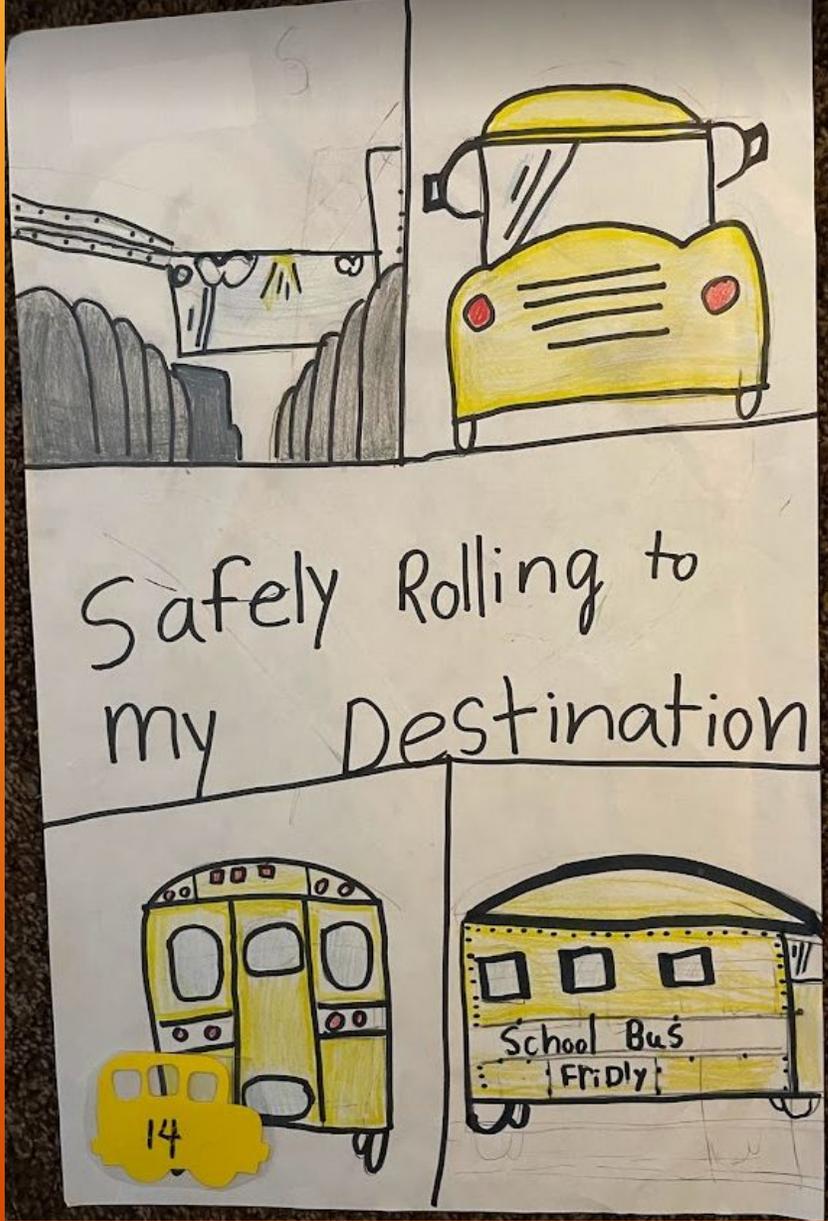
Shauna Saechao
District 3rd Place 3rd Place State
Stevenson 1st Grade



Amber Coleman
District 1st Place
Stevenson 2nd Grade



**Aliya Pendleton
3rd Place District
Stevenson 1st Grade**



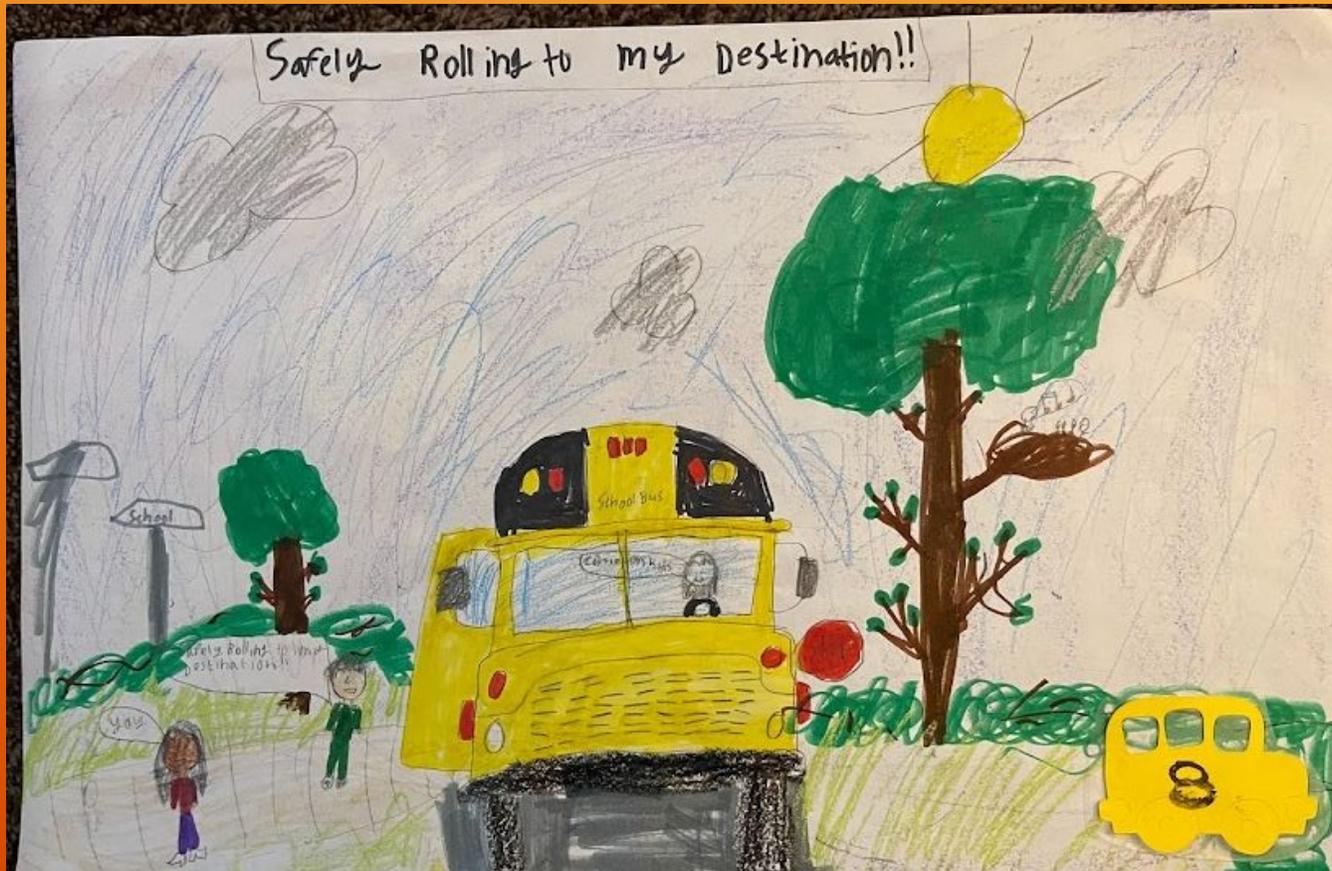
Emberly Vue 3rd Place District Stevenson - 2nd Grade



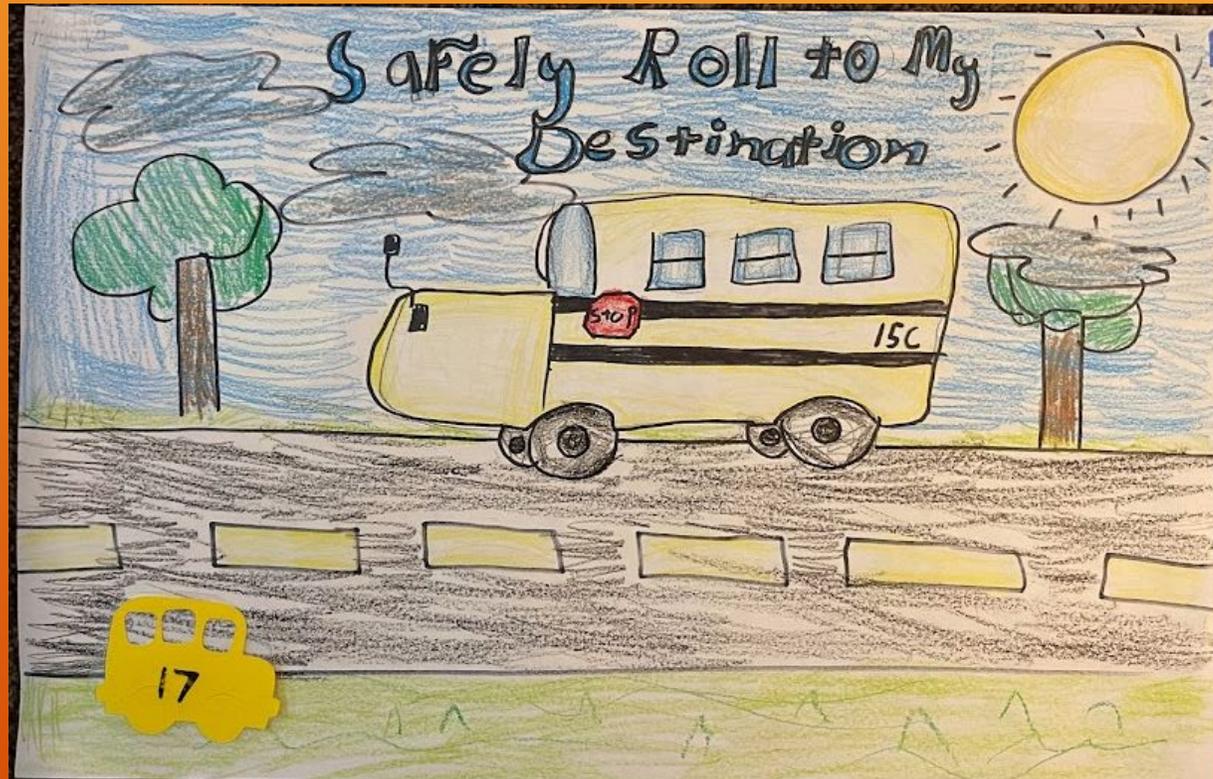
Israa Herzallah , 1st Place District Hayes - 3rd Grade



Sina Shimeles
2ND PLACE DISTRICT
STEVENSON - 3RD GRADE



Madelyn Anderson
DISTRICT 3RD PLACE
STEVENSON - 3RD GRADE



Ocean Hernandez
District 1st Place - 3rd Place State
Stevenson - 4th Grade



Gabriel Saygbe
District 2nd Place
Stevenson 4th Grade



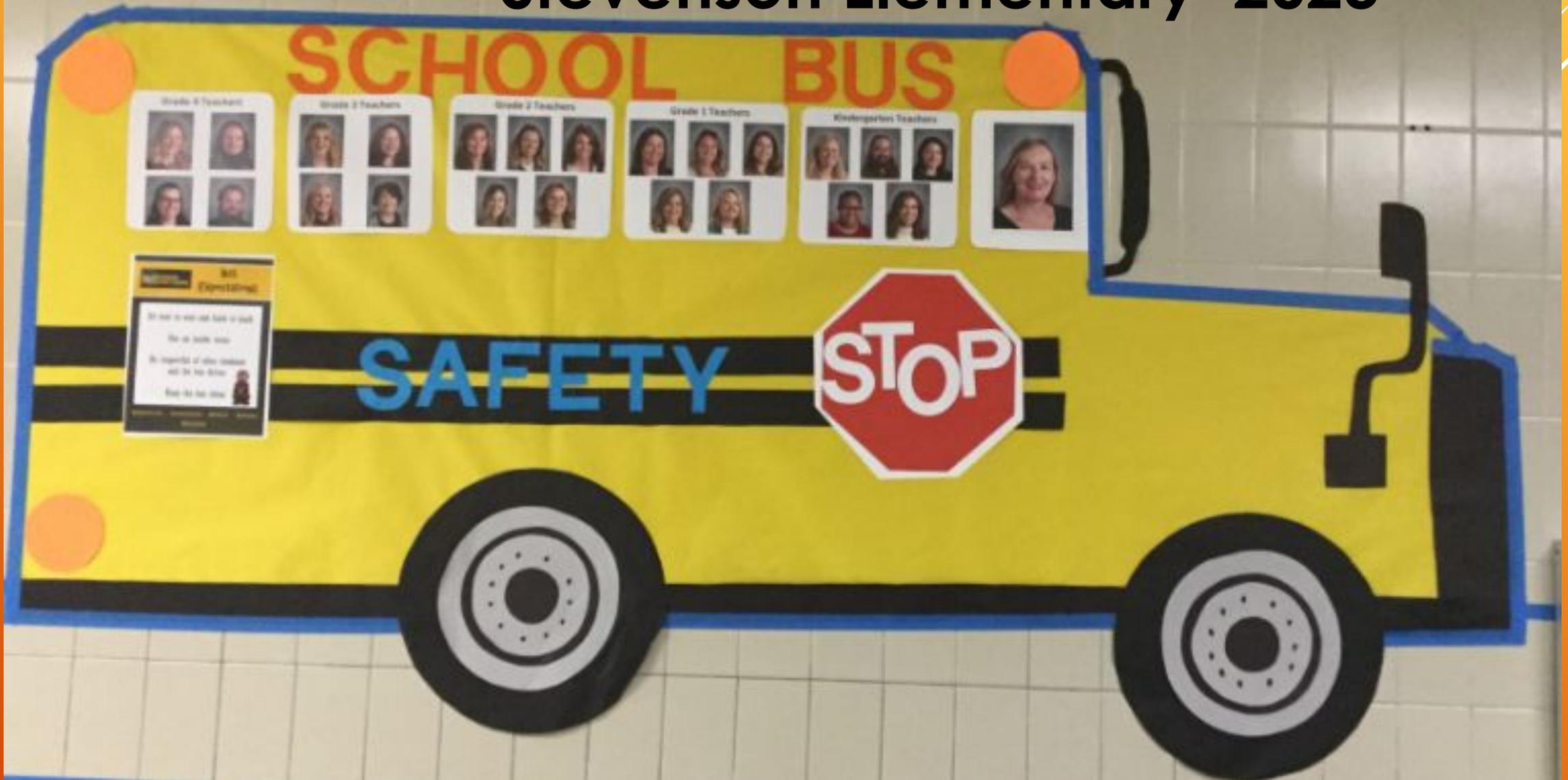
Vadym Kryzhanivskiyi

District 3rd Place

Stevenson -4th Grade



Stevenson Elementary 2023



Place	first name	last name	Grade	bus	School		teacher	District	District prize	State place	state prize
1st	Raniyah	Haji	Kindergarten	26	Stevenson Elementary	Fridley Public 55432Schools	Ms JeNaya	1st	\$20.00	2nd Place	Saints
3rd	Sudaysi	Ahmed	Kindergarten	23	Stevenson Elementary	Fridley Public 55432Schools	Mr Josh	2nd	\$15.00		
2nd	Cooper	Young	Kindergarten	16/13	Stevenson Elementary	Fridley Public 55432School	Ms Bartho	3rd	\$10.00	3rd Place	Saints
1st	Olive	Pederson	1st	15/13	Stevenson Elementary	Fridley Public 55432Schools	Ms Harker	1st	\$20.00	2nd Place	\$25.00 /Saints
2nd	Ariya	Crowder	1st	13	Stevenson Elementary	Fridley Public 55432Schools	McCallum	2nd	\$15.00	4th Place	Saints
3rd	Shauna	Saechao	1st	16	Stevenson Elementary	Fridley Public 55432Schools	Ms Ponting	3rd	\$10.00	3rd Place	Saints
1st	Amber	Coleman	2nd	19	Stevenson Elementary	Fridley Public 55432Schools	Ms Haselman	1st	\$20.00		
2nd	Aliya	Pendleton	2nd	10-LA	Stevenson Elementary	Fridley Public 55432Schools	Ms Beidelman	2nd	\$15.00		
3rd	Emberly	Vue	2nd	26	Stevenson Elementary	Fridley Public 55432Schools	Ms Beidelman	3rd	\$10.00		
1st	Sraa	Herzallah	3rd	PT	Hayes Elementary	Fridley Public 55432Schools	Ms. Schroeder	1st	\$20.00		
2nd	Sina	Shimeles	3rd	13	Stevenson Elementary	Fridley Public 55432Schools	Ms Erichsrud	2nd	\$15.00		
3rd	Madelyn	Anderson	3rd	16	Stevenson Elementary	Fridley Public 55432Schools	Ms Jensen	3rd	\$10.00	4th Place	Saints
1st	Ocean	Hernandez	4th	14	Stevenson Elementary	Fridley Public 55432Schools	Ms Skarolid	1st	\$20.00	3rd Place	Saints
2nd	Gabriel	Saygbe	4th	14	Stevenson Elementary	Fridley Public 55432Schools	Mr Vacek	2nd	\$15.00		
3rd	Vadym	Kryzhanivskyi	4th	PT	Stevenson Elementary	Fridley School 55432District	Ms Skarolid	3rd	\$10.00		



Thank-You



Our Sponsors:
1st Student - Champlin
North Central School Bus Sales
MN State Patrol
MNAPT





A World-Class Community of Learners

Fridley Public Schools

FY 2023-2024 Adopted Budget

June 20, 2023

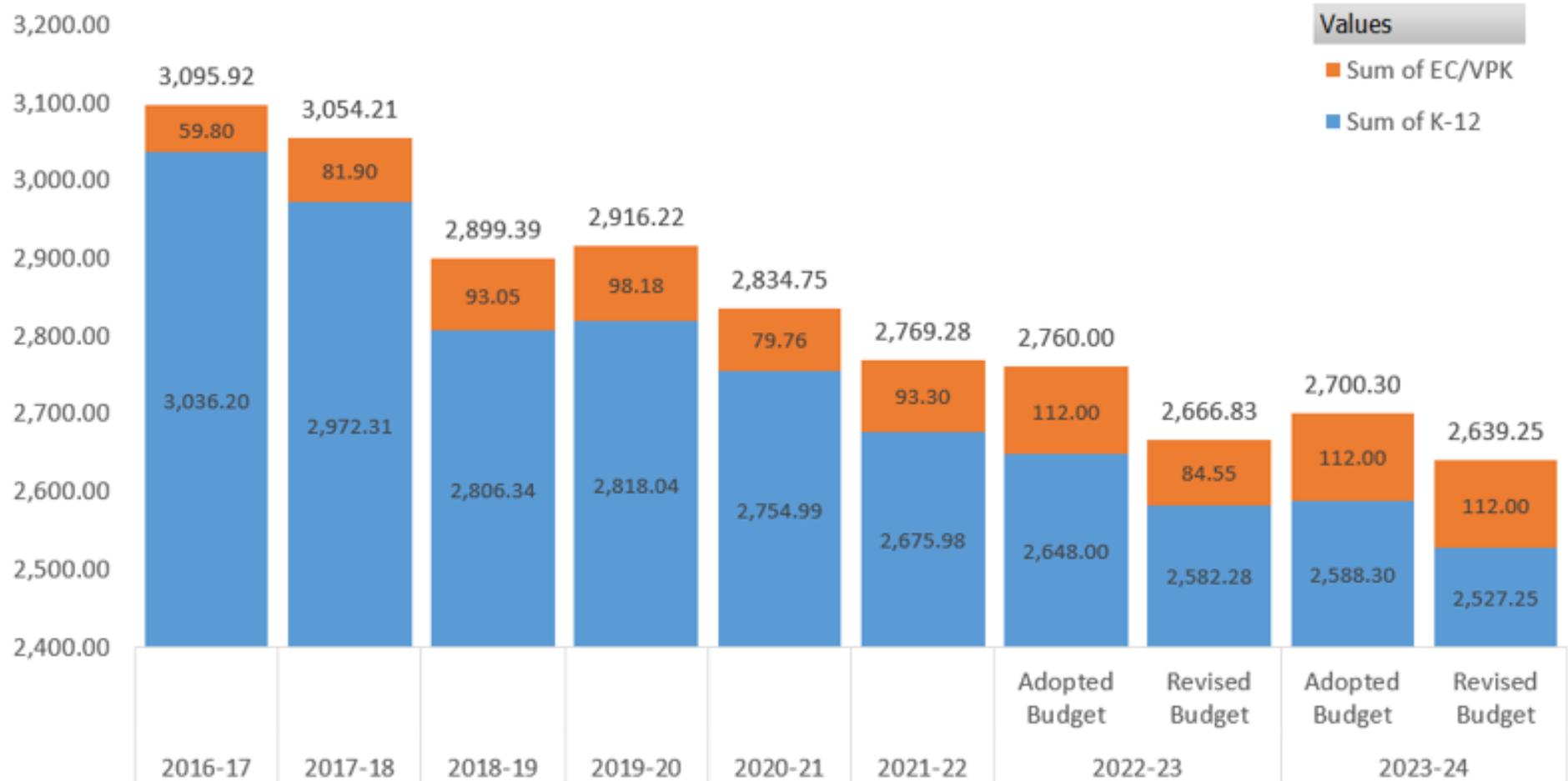
FY 2023-2024 Budget

- Enrollment
 - Average Daily Membership (ADM)
 - Pupil Units (PU)
- Revenue
 - Based on ADM and PU
 - Federal
 - State
 - Local / Miscellaneous



Enrollment Projection

Enrollment History and Projection
K-12, VPK & EC Average Daily Membership (ADM)



FY 2023-2024 Budget

- Revenue Overview – General Fund
 - Revenues impacted by Enrollment Projections (PU)
 - ✓ General Education Revenue (basic formula revenue) – \$7,138 from \$6,863 for FY23-24 (4% increase)
 - ✓ Gifted & Talented
 - ✓ Staff Development
 - ✓ Learning & Development
 - ✓ Operating Capital
 - ✓ LTFM



FY 2023-2024 Budget

- Revenue Overview – General Fund
 - Known Revenue Projections
 - ✓ Tax Levy Revenue – Taxes Payable in 2023 = Fiscal Year 2024 Revenue
 - ✓ Some state aids based on prior year enrollment (i.e. Compensatory, Q-comp)
 - Estimated/Unknown Revenues
 - ✓ Compensatory Revenue
 - ✓ Special Education
 - ✓ Federal Revenues
 - ✓ Local revenues

FY 2023-2024 Budget Category Assumptions

- Expenditure Overview – General Fund
 - Salaries & Benefits
 - ✓ Estimated costs for projected steps/lanes and contract settlements
 - Non-people costs
 - ✓ Lease agreements (copiers, ALC, etc)
 - ✓ Utilities (projecting a 3.0% increase)
 - ✓ Insurance (Work Comp and P/C/L projecting a 10% increase)
 - ✓ Transportation (projecting a 3.5% increase)

FY 2023-2024 Budget Categories

Revenues

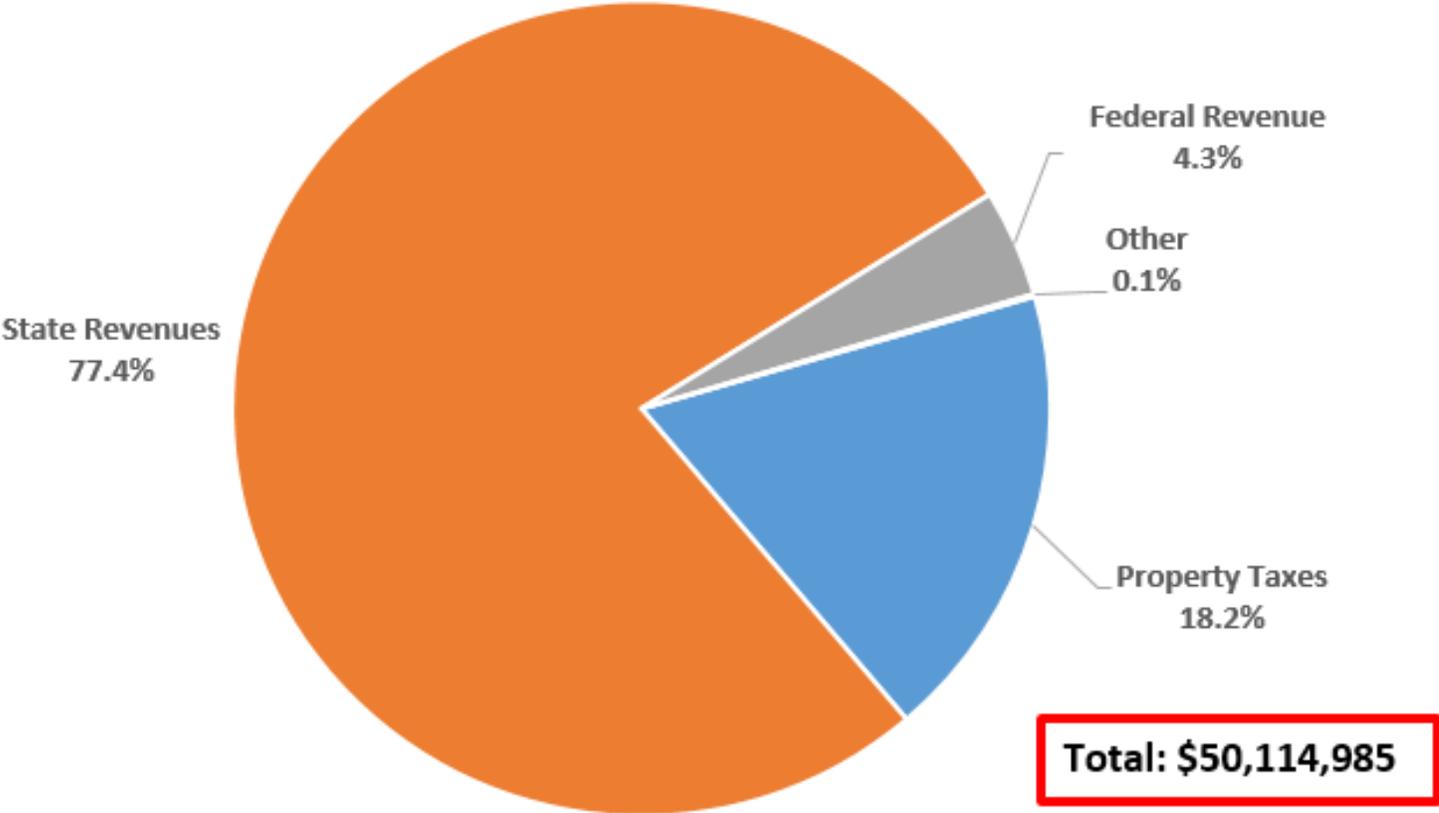
- Property Taxes
- State Aid/Revenue
- Federal Aid/Revenue
- Other Revenue

Expenses

- Salaries & Wages
- Employee Benefits
- Contracted & Purchased Services
- Supplies
- Equipment
- Other

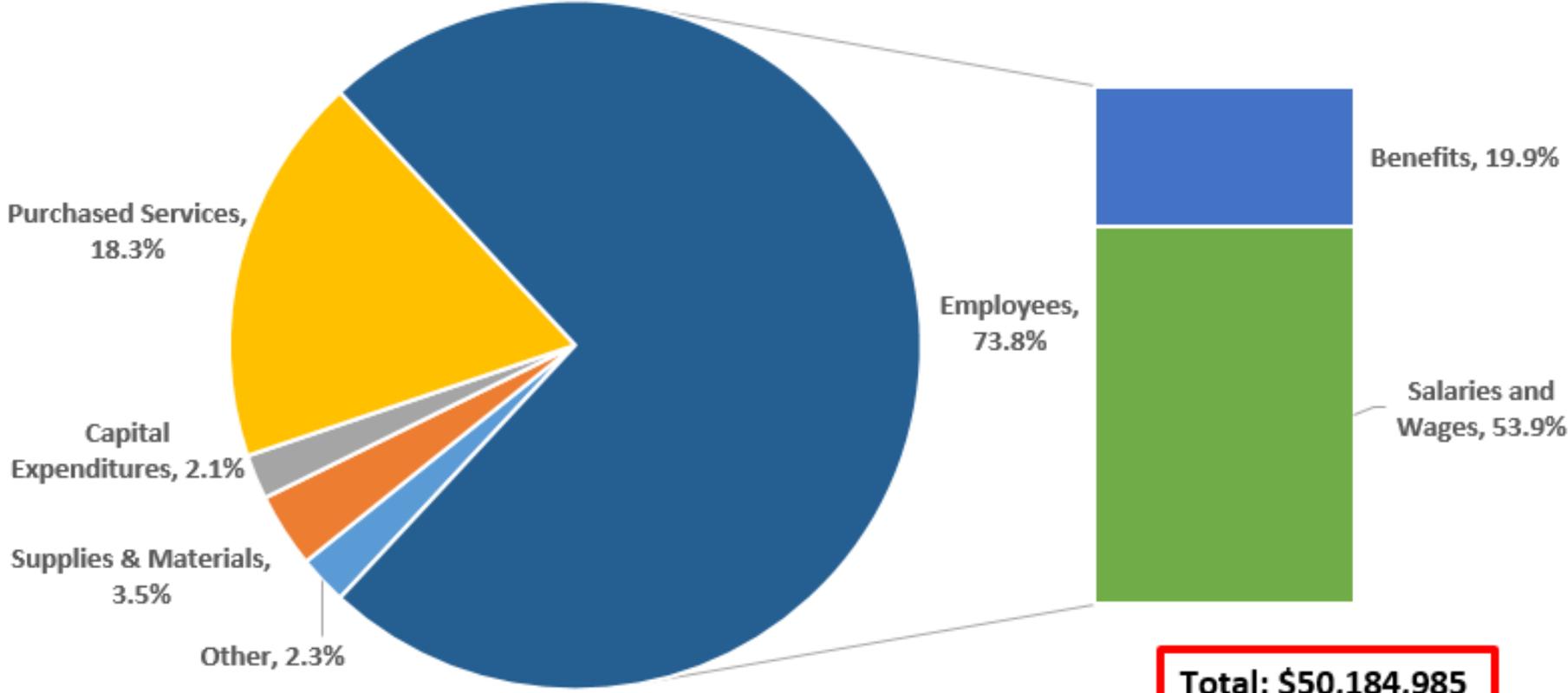
Revenues by Type

FY 2023-2024 Adopted Budget
General Fund Revenue, by Source



Expenditures by Type

FY 2023-2024 Adopted Budget
General Fund Expenditures by Object Series



Total: \$50,184,985

General Fund Summary – Original Budget

	6/30/2023 Beginning Fund Balance	Original Budget			6/30/2024 Ending Fund Balance
		Revenues	Expenditures	Fund Balance Buildup/(Usage)	
General Fund Unassigned	2,595,913	37,098,295	35,280,547	(132,159)	2,463,754
<i>Unassigned Fund Balance %</i>	<i>6.83%</i>				<i>6.62%</i>
Nonspendable	523,973	-	-	-	523,973
Restricted:					
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	-	-
Subtotal, Restricted	2,235,957	12,975,440	14,498,034	427,313	2,663,270
Assigned:					
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)	-
Subtotal, Assigned	694,901	41,250	406,031	(364,781)	330,120
Total General Fund	6,050,743	50,114,985	50,184,612	(69,627)	5,981,116

Other Funds – Original Budget

	6/30/2023 Beginning Fund Balance	Original Budget			6/30/2024 Ending Fund Balance
		Revenues	Expenditures	Fund Balance Buildup/(Usage)	
Food Service					
Nonspendable	21,525	-	-	-	21,525
Restricted	1,093,659	2,280,583	2,782,949	(502,366)	591,293
Total Food Service	1,115,184	2,280,583	2,782,949	(502,366)	612,818
Community Education					
Restricted:					
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
Total Community Education	(481,550)	2,828,638	3,087,616	(258,978)	(740,528)
Capital Projects Fund					
Capital Projects Levy	3,970	756,113	749,520	6,593	10,563
Restricted Fund Balance	-	-	-	-	-
Total Capital Projects	3,970	756,113	749,520	6,593	10,563
Debt Service					
Restricted:					
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
Total Debt Service	1,435,426	4,725,800	4,739,950	(14,150)	1,421,276
Internal Service Funds					
Medical & Dental Self-Insurance Fund	5,889,980	6,130,000	6,034,325	95,675	5,985,655
Total Internal Service Funds	6,193,030	5,730,000	6,033,050	95,675	5,889,980
Trust and Agency Funds					
Custodial Funds	-	-	-	-	-
Revocable OPEB Trust	3,715,281	255,000	846,255	(591,255)	3,124,026
Total Trust and Agency Funds	3,715,281	255,000	846,255	(591,255)	3,124,026

Questions / Comments

Craig Wieber
Director of Finance and Operations
Fridley Public Schools
craig.wieber@Fridley.k12.mn.us



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:

Fund	General	Food Service	Community Service	Capital Projects	General Debt Service	OPEB Debt Service	Internal Service Funds	OPEB Trust	Total All Funds
Revenues	\$50,114,985	\$2,280,583	\$2,828,638	\$ 756,113	\$4,186,496	\$ 539,304	\$ 6,130,000	\$ 255,000	\$67,091,119
Expenditures	50,184,612	2,782,949	3,087,616	749,520	4,206,025	533,925	6,034,325	846,255	\$68,425,227
Net	\$ (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)	
General Fund					
Unassigned	2,595,913	37,098,295	35,280,547	(132,159)	2,463,754
<i>Unassigned Fund Balance %</i>	6.83%				6.62%
Nonspendable	523,973	-	-	-	523,973
Restricted:					
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	-	-
Subtotal, Restricted	2,235,957	12,975,440	14,498,034	427,313	2,663,270
Assigned:					
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)	-
Subtotal, Assigned	694,901	41,250	406,031	(364,781)	330,120
Total General Fund	6,050,743	50,114,985	50,184,612	(69,627)	5,981,116
Food Service					
Nonspendable	21,525	-	-	-	21,525
Restricted	1,093,659	2,280,583	2,782,949	(502,366)	591,293
Total Food Service	1,115,184	2,280,583	2,782,949	(502,366)	612,818
Community Education					
Restricted:					
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
Total Community Education	(481,550)	2,828,638	3,087,616	(258,978)	(740,528)
Capital Projects Fund					
Capital Projects Levy	3,970	756,113	749,520	6,593	10,563
Restricted Fund Balance	-	-	-	-	-
Total Capital Projects	3,970	756,113	749,520	6,593	10,563
Debt Service					
Restricted:					
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
Total Debt Service	1,435,426	4,725,800	4,739,950	(14,150)	1,421,276
Internal Service Funds					
Medical & Dental Self-Insurance Fund	5,889,980	6,130,000	6,034,325	95,675	5,985,655
Total Internal Service Funds	6,193,030	6,130,000	6,034,325	95,675	5,985,655
Trust and Agency Funds					
Custodial Funds	-	-	-	-	-
Revocable OPEB Trust	3,715,281	255,000	846,255	(591,255)	3,124,026
Total Trust and Agency Funds	3,715,281	255,000	846,255	(591,255)	3,124,026
Total All Funds	18,032,084	66,691,119	68,423,952	(1,334,108)	16,299,251

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 **Fridley High School:**
 - Target Employee Giving / anonymous donor - \$14.00

Minutes
School Board Work Session
Fridley Independent School District 14
May 16, 2023

Call to Order

The Work Session of the Fridley School Board was called to order by School Board Chair Meisner at 6:45 PM on Tuesday, May 16, 2023, 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 806 Crisis Management
- 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. Adult Basic Education Joint Lease for 2023-2025
 - b. Meal Prices for 2023-2024
 - 3. Agreement to Provide Special Education and Related Staffing by NE Metro 916
 - 4. Joint Powers Agreement with Metro ECSU for Pyramid Model Training
- D. Board Governance Policy
 - 1. School Board Vacancy
 - a. School Board Vacancy Timeline
 - b. School Board Vacancy Ad
 - c. School Board Member Application
- E. Informational Items
 - 1. Student Parent Handbook/FHS Registration Guide
 - 2. Communication Plan
 - 3. At the Next Work Session – June 6, 2023
 - 4. Important School Board Dates to Note:
 - a. NWSISD Joint Powers Board Meeting
May 17, 2023 | 6:15 PM
NWSISD District Office
 - b. Schools for Equity in Education (SEE) Meeting
May 25, 2023 | 9:30 AM
Doubletree Hotel – Roseville
 - c. ALC Graduation 2023
May 25, 2023 at 5:15 PM
Fridley Community Center
 - d. AMSD Board of Directors Meeting
May 26, 2023 | 7:00 AM
Quora Education Center
 - e. FHS Graduation
June 1, 2023 at 7:00 PM
Fridley High School Football Stadium (Bob O’Neill Field)

f. NE Metro 916 board Meeting
June 7, 2023 | 6:00 PM
Bellaire School

Adjourned at 7:22 p.m.

Ross Meisner, Board Chair

Jake Karnopp, Board Clerk

Minutes
School Board Business Meeting
Fridley Independent School District 14
May 16, 2023

Call to Order, Pledge of Allegiance

Ross Meisner called the Business Meeting of the Fridley School Board to order at 7:30 p.m. on Tuesday, May 16, 2023, at the Fridley Community Center (FCC). Present: Abdisalam Adam, Nikki Auna, Jake Karnopp, Ross Meisner, Donna Prewedo, and Avonna Starck. Absent: None

Approval of Agenda

Motion by Adam, seconded by Prewedo, to approve the agenda for May 16, 2023. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 6-0.

Spotlight on Recognition

1. Superintendent Hiel introduced the May 2023 Employee of the Month as Jason Gehlbach, District Custodian at Fridley Public Schools.

Superintendent and Staff Reports

1. Principal of Alternative Services, Kelly McConville, and Director of Community Education, Stephen Keeler, presented on updates from the ALC, FCC and PreK this year.

Business Action Items

1. **RESOLUTION: Accepting Gifts** - Board Chair

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

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

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

- The following persons donated to **Stevenson Elementary School:**
 - Friend of Fridley Educational Foundation - \$1,000

Motion by Starck, seconded by Adam, to accept the gifts and thank the donors for their contributions. Upon roll call vote being taken all voted in favor, none against, none abstained. Motion carried 6-0.

2. **Motion: Second Reading and Adoption of Policies**

- Policy 806 Crisis Management

Motion by Meisner, seconded by Karnopp, to approve the second reading and adoption of policy 806. Upon vote being taken all voted in favor, none against, none abstained. Motion carried 6-0.

Consent Agenda

Motion by Adam, seconded by Auna to approve the consent agenda of including minutes of the work session and business meeting held on April 18, 2023, and the Special Meetings held on May 2, 3, 4, 8, 9, and 10, 2023; Monthly Financial Reports; and New Contracts, Amendments, Leaves of Absence, Resignations, Retirements and Terminations; Meal Prices for 2023-24; Agreement to Provide Special Education and Related Staffing by NE Metro 916; Fridley Preschool Joint Powers Agreement with Metro ECSU for Pyramid Model Training; and the Adult Basic Education Joint Lease for 2023-2025. Upon vote being taken all voted in favor, none against, none abstained. Motion carried 6-0.

Important Future School Board Dates

- 1.** Application Accepted for School Board Vacancy
May 16 – June 2, 2023
Fridley High School

- 2.** FMS 5th Grade Orientation Night
May 17, 2023 at 4:30 PM
Fridley Middle School

- 3.** Scholastic Achievement Program
May 18, 2023 at 7:00 PM
District Auditorium

- 4.** Stevenson Elementary Carnival
May 19, 2023 at 5:00 PM
Stevenson Elementary

- 5.** FHS Band Pops Concert
May 23, 2023 at 7:00 PM
District Auditorium

- 6.** ALC Graduation
May 25, 2023 at 5:15 PM
Fridley Community Center

- 7.** FHS Choir Pops Concert
May 25, 2023 at 7:00 PM
District Auditorium

- 8.** No School: Memorial Day Holiday / District Offices Closed
May 29, 2023

- 9.** FHS Commencement Ceremony
June 1, 2023 at 7:00 PM
FHS Football Stadium

- 10.** School Board Work Session
June 6, 2023 at 5:30 PM
Fridley ALC

11. Last Day of School

June 8, 2023

12. Fridley Public Schools Board Meeting

June 20, 2023

Work Session at 5:30 PM

Open Forum at 7:00 PM

Business Meeting 7:30 PM

Fridley Community Center

Adjournment

Motion by Karnopp, seconded by Starck, to adjourn at 7:56 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 Special Meeting
Fridley Independent School District 14
June 6, 2023

A. Call to Order

Ross Meisner called the Special Meeting of the Fridley School Board to order at 5:53 p.m. on Tuesday, June 6, 2023, at the Fridley Alternative Learning Center (ALC). Present: Nikki Auna, Jake Karnopp, Ross Meisner, and Avonna Starck. Absent: Abdisalam Adam, Donna Prewedo

B. Approval of Agenda with Suggested Motions and Resolutions

Motion by Meisner, seconded by Starck, to approve the agenda for June 6, 2023. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 4-0.

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

Motion by Starck, seconded by Karnopp to approve the Superintendent Contract for 2023-2026 for Dr. Brenda Lewis. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 4-0.

Dr. Abdisalam Adam entered the meeting at 6:05 p.m.

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.

Motion by Starck, Seconded by Auna to approve Juneteenth as a District Holiday. Upon roll call vote being taken all voted in favor, none against, none abstained. Motion carried 5-0.

E. Adjournment of the Meeting

Motion by Starck, seconded by Auna, to adjourn at 6:09 p.m. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 5-0.

Ross Meisner, Board Chair

Jake Karnopp, Board Clerk

Minutes
School Board Work Session
Fridley Independent School District 14
June 6, 2023

Call to Order

The Work Session of the Fridley School Board was called to order by School Board Chair Meisner at 6:10 p.m. on Tuesday, June 6, 2023, at the Fridley Alternative Learning Center. The following Board members were present in the room: Abdisalam Adam, Nikki Auna, Jake Karnopp, Ross Meisner, and Avonna Starck. Absent: Donna Prewedo

The following items were discussed:

- A. Signing Required Documents
- B. Oversight of Operations
 - 1. Finance and Operations Update
 - a. 2023-2024 Budget Presentation
 - 2. Graduation Rate Review
- C. Informational Items
 - 1. Strategic Plan Scorecard
 - 2. Schools for Equity in Education

Adjourned at 7:00 p.m.

Ross Meisner, Board Chair

Jake Karnopp, Board Clerk

Minutes
School Board Special Meeting/Interviews
Fridley Independent School District 14
June 6, 2023

A. Call to Order

Ross Meisner called the Special Meeting of the Fridley School Board to order at 7:02 p.m. on Tuesday, June 6, 2023, at the Fridley Alternative Learning Center (ALC). Present: Abdisalam Adam, Nikki Auna, Jake Karnopp, Ross Meisner, and Avonna Starck. Absent: Donna Prewedo

B. Approval of Agenda with Suggested Motions and Resolutions

Motion by Meisner, seconded by Auna, to approve the agenda for June 6, 2023. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 5-0.

C. Discuss Appointment to Fill School Board Vacancy

1. RESOLUTION: Filling School Board Vacancy By Appointment

WHEREAS, a vacancy exists in the office of School Board member with a term expiring the first Monday in January, 2024; and

WHEREAS, the vacancy has occurred on or after the first day to file affidavits of candidacy for the school district general election or less than one year remains in the unexpired term; and

WHEREAS, Sara Jones meets the qualifications established by Minnesota law to serve as a School Board member;

NOW THEREFORE BE IT RESOLVED by the School Board of Independent School District No.14, State of Minnesota, as follows:

Pursuant to Minnesota Statutes, Section 123B.09, Subd. 5, Sara Jones is hereby appointed to fill the vacancy and to serve the remainder of the unexpired term ending the first Monday in January, 2024 and until a successor is elected and qualifies.

Motion by Karnopp, seconded by Starck, to approve the Resolution appointing Sara Jones to fill the School Board Vacancy. Upon roll call vote, Auna, Karnopp and Starck voted in favor. Adam and Meisner voted against. None abstained. Motion carried 3-2.

D. Adjournment

Motion by Starck, seconded by Karnopp, to adjourn at 9:04 p.m. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 5-0.

Ross Meisner, Board Chair

Jake Karnopp, Board Clerk

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.

Date: June 9th, 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

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 [Signature]
Its President

Dated: 6/7/23

By _____
Its _____

Dated: 6/7/23

Independent School District No. 14

By [Signature]
Its Superintendent

By _____
Its _____



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 7th 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 15th

December – invoice due January 15th

March – invoice due April 15th

June – invoice due July 15th

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 15th 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

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

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

Name: Dr. Kim Hiel

Address: 6085 7th Street NE

City/State/Zip: Fridley, MN 55432

Phone: 763-502-5001

Email: 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) 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).

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).
- 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

Part C funds through Joint Powers with District programs						
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

Part B funds through Joint Powers with District programs						
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