

## Work Session

Tuesday, November 21, 2023 5:30 PM

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

A.	<b>Signing Required Documents</b>	<b>Presenter:</b> Dr. Brenda Lewis
B.	<b><u>GOVERNANCE AND POLICY</u></b>	
B.1.	Second Readings and Adoption of Policies	
B.1.a.	Policy 902 Use of School District Facilities	<b>Presenter:</b> Stephen Keeler
B.1.b.	Policy 904 Distribution of Materials	<b>Presenter:</b> Josh Collins
C.	<b><u>OVERSIGHT OF OPERATIONS</u></b>	
C.1.	Legal, Staffing and Personnel Update	<b>Presenter:</b> S. Ike Isaacson
C.1.a.	New Contracts, Amendments, Leaves of Absence, Terminations, Resignations, and Retirements	
C.1.b.	Nutritional Services Master Agreement 2023-2025	
C.2.	Teaching & Learning Update	<b>Presenter:</b> Dr. Jason Bodey
C.2.a.	World's Best Workforce & Achievement and Integration Plan Update	
C.3.	Resolution: Consolidated Polling Place at FCC	<b>Presenter:</b> Dr. Brenda Lewis
C.4.	Resolution: MSHSL Foundation Grant	<b>Presenter:</b> Dr. Brenda Lewis
C.5.	Church Request	<b>Presenter:</b> Dr. Brenda Lewis
C.5.a.	Policy 418 Chemical Free Workplace	
C.5.b.	Request	
D.	<b><u>INFORMATIONAL ITEMS</u></b>	
D.1.	At the Next Work Session - No December 5 Work Session	<b>Presenter:</b> Dr. Brenda Lewis
D.2.	Process for Nominations of Officers & Board Committees in January 2024	<b>Presenter:</b> Dr. Brenda Lewis
D.3.	Important School Board Dates	
D.3.a.	Association of Metropolitan School Districts Board of Directors Meeting - Meisner December 1, 2023 7:30 AM Quora Education Center	
D.3.b.	Northeast Metro 916 Intermediate School District Board Meeting - Jones December 6, 2023 6:00 PM Bellaire School	
D.3.c.	Northwest Suburban Integration School District Joint Powers Board Meeting - Adam December 14, 2023 6:15 PM	

NWSISD District Office

D.3.d. Schools for Equity in Education Meeting -  
Auna  
December 15, 2023 9:30 AM  
DoubleTree Hotel - Roseville

E. **PUBLIC FORUM**

**Presenter:** Board  
Chair

## 902 Use of School District Facilities

### I. Purpose

The purpose of this policy is to provide guidelines for community use of school facilities.

### II. General Statement of Policy

The School Board encourages maximum use of school facilities by community groups and individuals without decreasing the use of such facilities for school programs and without placing an undue financial burden on the District.

### III. Responsibility for Non-Instructional Facility Use

All facility uses for school related activities outside the instructional school day are the responsibility of the administrator in charge of the activity. Schedules of these activities should be entered on the Community Education Department's District master schedule.

The Community Education Department will keep a master schedule of the District's calendar of events.

The Community Education Director is authorized to approve and schedule the use of facilities by non-school groups in accordance with this policy. The Community Education Director is further authorized to resolve any scheduling conflicts involving use of facilities outside of the regular school day.

### IV. Scheduling of Activities and Facilities

Individual schools will maintain their building schedules during the school day and during co-curricular hours on days when school is in session.

School/District activities will have complete scheduling priority for the new school year until June 1<sup>st</sup> of each year. (The school year runs from July 1 to June 30.) School/ District users should enter their proposed activities directly on the Community Education Department's District master schedule. After June 1, the Community Education Department will accept requests from all potential facility users and will attempt to schedule them according to the user classification system.

To schedule District facilities, community users must complete and submit a signed Facility Use Request Form along with a \$10 permit filing fee to the Community Education Department. Requests should be submitted at least 10 days before the first requested date of use. Once the Community Education Department schedules the activity, the Department will issue a permit to the user. The permit will list all dates, times, locations, approved

equipment, and any other necessary information along with the estimate of fees. All required fee payments must be received by the Community Education Department at least seven working days prior to the event to guarantee the reservation. Permit fees are non-refundable. No-shows will be expected to pay the full rental agreement charges.

## V. Classification of Community User Groups

First priority for facility use is given to District programs including all Pre-K-12 activities, authorized co-curricular activities, Community Education activities, and authorized staff development activities.

Community user groups will be classified according to the following criteria to determine their priority and fees. User classes are in priority access order starting from the highest level to the lowest.

User class priority does not automatically convey to a higher classified user the right to displace a previously scheduled activity by a lower classified user. Every effort will be made not to displace previously scheduled activities. Once scheduled, an activity will generally have priority over any later request even from higher classified activities.

The District retains the right to cancel or displace any activity.

### A. Class I: Governmental Agencies

1. City, county, state and federal governmental units conducting elections.
2. Groups of District residents organized to support a particular Fridley ISD 14 school or District activity shall be considered to be Class I users even if their activities are fundraising in nature.
  - a. Class I users shall not be required to pay a permit fee or a facility use fee, but they may be required to reimburse the District for staff costs or other expenses directly attributable to the activity.
  - b. The Superintendent or designee may waive fees for school-related groups whose program is considered a part of the district's educational function.

### B. Class II: Community Based Not-For-Profit Groups

1. Groups in Class II are community based not-for-profit organizations whose members are mostly District residents (70 percent or more; examples of groups in Class II are Fridley Youth Sports Association, Scouts, University of Minnesota Extension and 4-H programs, community service clubs, and other similar organized groups.)

2. These groups remain in Class II as long as their activities do not require participants to pay admission fees and as long as their activities are not fund-raising in nature.
3. City, county, state and federal governmental units conducting activities primarily serving district residents (70 percent or more).

**Class II Notes:**

- a) A small fee collected to cover an activity's direct expenses is not considered an admission or fund-raising activity under this policy.
- b) For purposes of this policy, qualifying groups must not discriminate in their membership policies.
- c) The district acknowledges unique relationships with some organizations whose significant purpose is to raise funds and offer support/services for district students. We will establish a rate for this group's use of school facilities each year.
- d) The Superintendent or designee may waive fees for school-related groups whose program is considered a part of the district's educational function.

**C. Class III Groups:**

1. All Class I or Class II groups holding activities that are fund-raisers or for which admission is charged (except as noted).
2. All Class II groups not containing at least 70 percent Fridley School District residents.
3. Fridley School District residents holding private activities (for which proof of insurance may be required).

**Class III Note:** Any athletic, academic or fine arts camp run by District staff must operate as a formal Community Education program. Employees are not permitted to rent District space to conduct activities for their own private gain.

**D. Class IV Groups:**

1. Businesses or for-profit organizations, regardless of whether a fee is charged for admission.
2. Religious organizations.
3. All other groups.

**VI. Additional Fees**

- In addition to the permit filing fee and the facility use fee, community users of school facilities may be responsible for one or more of the following charges, depending on the activity, as determined by the Community Education Director.

- A. Student Technician: Groups using technology, audio-visual, or other special equipment will be required to pay for student technicians to facilitate their use of the facility and equipment in the auditorium.
- B. Building Supervisor: When a building supervisor is required for an activity, the group will be billed the cost of the employee.
- C. Custodian: If events require special or heavy set-up or clean-up, involve meals, are large enough to require the cleaning of public areas and restrooms, or involve other issues requiring custodial support, a custodian will be assigned and the group will be responsible for the cost.
- D. Auditorium staff: Groups requiring significant set-up in the auditorium or requiring other specialized facility or equipment needs may be required to pay for specialized technical staff members to facilitate their safe use of the building and equipment.
- E. Police or Fire Department Personnel: At the discretion of the Director of Community Education, users may be required to hire appropriate public safety personnel for activities to provide a safe and secure environment for participants and to safeguard the facility. If required, these costs must be paid directly to the appropriate public safety agency.
- F. Special Services: Groups with special needs may be required to pay for additional services necessitated by their activity. This could include such services as additional trash removal, kitchen staff, catering fees, electrician services for special hook-ups, etc.

## VII. Payment of Fees

For Class I through IV users, a signed permit request form and permit fee must be submitted to the Community Education office. By signing the permit request form, the user accepts personal responsibility for any and all financial obligations resulting from the activity. The District will provide an itemized list of fees and charges for the event.

Rental fees and labor costs are estimated based on the user's requests stated on the Facility Request Form and payment of the estimated charges may be required one week in advance of the event. Final charges will be increased if the requested times on the permit are exceeded. Actual labor costs will be billed. Contractual minimum costs for personnel or rental fees remain in place even if the actual use is less than scheduled on the permit.

If events are cancelled at least four working days prior to the scheduled activity, any deposits or rental fees paid will be refunded, less any financial obligations or other expenses made on behalf of the group as specified in the permit. Permit fees are non-refundable.

Non-payment of fees within 30 days will result in the cancellation of any subsequent activities until the account is paid in full. Any individual or group having a delinquent balance will not be given additional permits or be allowed to add dates to existing permits until the account is current.

### VIII. Community Building Use Expectations

All facility users must abide by district policies and guidelines, including the following:

- A. District 14 buildings and grounds are drug, tobacco, alcohol and weapon free. The permit holder is responsible for ensuring the compliance of the group's members with these policies.
- B. By signing the permit, permit holders accept responsibility for any damage done by their group to the facilities and/or injury to individuals resulting from their use.
- C. District 14 is not responsible for loss, theft or damage to the personal property of users and their participants.
- D. District 14 is not responsible for losses due to the unforeseen cancellation of permits resulting from inclement weather, natural disasters, building mechanical failures, or other unexpected events. In such cases, the District will make every effort to provide an alternate location or reschedule the event.
- E. Inappropriate use of the facilities, use of spaces not authorized on the permit or disruptive behavior may result in additional charges, the cancellation of remaining dates on a permit and/or the denial of future access to District 14 facilities.
- F. Groups conducting athletic activities or events involving large numbers of participants will, at the discretion of the Community Education Director, be required to present a Certificate of Liability Insurance for \$1 million and/or a Liability Waiver Form, with the School District named as the Certificate Holder.
- G. Groups conducting activities involving the sale and serving of food must obtain a certificate of approval from the Anoka County Health Department and the City of Fridley.
- H. Further guidelines and expectations are found in 902P Use of School District Facilities Procedures.

*Legal References:*

Minn. Stat. 123B.51 (Schoolhouses and Sites; access for Noncurricular Purposes)



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

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*Cross References:*

MSBA/MASA Model Policy 801 (Equal Access to School Facilities)

MSBA/MASA Model Policy 901 (Community Education)

*School Board Action:*

Adopted as Policy 9.601

Revised as Policy 11.200 April 20, 1999

Revised as Policy 902 June 18, 2002

Revised May 15, 2007

Revised September 20, 2011

Revised December 20, 2016

Revised May 15, 2018

Revised February 18, 2020

Revised October 24, 2023

Second Reading



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## 904 Distribution Of Materials On School District Property By Nonschool Persons and Organizations

### I. Purpose

The purpose of this policy is to provide for distribution of materials appropriate to the school setting by non-staff and non-students on school district property in a reasonable manner that does not disrupt the educational program or interfere with the educational objectives of the school district.

### II. General Statement of Policy

A. The school district intends to provide a method for non-school persons and organizations to distribute materials appropriate to the school setting, within the limitations and provisions of this policy.

B. To provide for orderly and nondisruptive distribution of materials, the school board adopts the following guidelines and procedures.

### III. Definitions

A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, or posting or displaying material.

B. "Materials" includes all materials and objects intended by non-school persons or non-school organizations for distribution. Examples of non-school-sponsored materials include but are not limited to leaflets, brochures, buttons, badges, flyers, petitions, posters, newspapers whether written by students, employees or others, and tangible objects.

C. "Non-school person" means any person who is not currently enrolled as a student in or employed by the school district.

D. "Obscene to minors" means:

1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as

- intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and
3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- E. "Minor" means any person under the age of eighteen (18).
- F. "Material and substantial disruption" of a normal school activity means:
1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
  2. Where the normal school activity is voluntary in nature (including school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.
- In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.
- G. "School activities" means any activity sponsored by the school, including but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, and in-school lunch periods.
- H. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower him or her in the esteem of the community.

#### IV. Guidelines

- A. Non-school persons and organizations may, within the provisions of this policy, be granted permission to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, materials and objects which are appropriate to the school setting.

- B. Permission to distribute materials by non-school persons on school district property is a privilege and not a right. In making decisions regarding permission for such distribution, the administration will consider factors including, but not limited to the following:
1. Whether the material is educationally related;
  2. Whether the material is related to extracurricular activities;
  3. Whether the material will offer a benefit to the district's overall mission;
  4. The extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline or school activities;
  5. Whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;
  6. The quantity or size of materials to be distributed;
  7. Whether distribution would require assignment of school district staff, use of school district equipment or other resources;
  8. Whether distribution would require that non-school persons be present on the school grounds;
  9. Whether the materials are a solicitation for goods or services not requested by the recipient.
  10. Announcements and informational materials relating to programs and activities of the municipalities and community partners served by the Fridley School District, and when appropriate, other governmental bodies and agencies;
  11. Unless otherwise provided by law, announcements and informational materials regarding school or youth-related activities, organizations and agencies are clearly known to be non-sectarian, devoted to community interests or child welfare, non-discriminatory and totally committed to equal opportunity, and generally recognized as owning their existence to serving the broad public and general interests of the school community.
- C. Requests for distribution of materials will be reviewed by the administration on a case-by-case basis. However, distribution of the following materials is always prohibited. Material that:
1. Is obscene to minors;



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2. Is libelous;
  3. Openly attempts to recruit students/families to unenroll in Fridley Public Schools;
  4. Openly attempts to recruit students/families to participate in outside programs versus participating in district sponsored extracurricular activities to the detriment of the district's overall mission;
  5. Is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended.
  6. Advertises any product or service not permitted to minors by law;
  7. Advocates violence or other illegal conduct;
  8. Constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religious or ethnic origin);
  9. Presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.
  10. Unless otherwise provided by law, announcements or informational materials requested by persons, organizations, groups, agencies which are known or believed to be sectarian groups, discriminatory or not committed to equal opportunity, not devoted to community interests or child welfare, not generally recognized as owning their existence to the broad public and general interests or not aligned with strategic initiatives directed by the School Board.
- D. All items to be distributed must include the following statement: "This event, class, activity, program, or matter is not sponsored or endorsed by Fridley Public Schools and is not printed at the District's expense."

## V. Time, Place and Manner of Distribution

If permission is granted pursuant to this policy for the distribution of any materials, the time, place and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.



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## VI. Violation of Policy

Any party violating this policy or distributing materials without permission will be directed to leave the school property immediately and, if necessary, the police will be called.

## VII. Implementation

The school district administration has developed additional guidelines and procedures in 904P PROCEDURE Distribution of Materials on School District Property by Nonschool Persons.

### **Legal References:**

U.S. Constitution, First Amendment.

Hazelwood School District v. Kuhlmeier, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988).

*Doe v. South Iron R-1 School District*, 498 F.3d 878 (8th Cir. 2007)

*Bystrom v. Fridley High School*, 822 F.2d 747 (8th Cir. 1987)

*Cornelius v. NAACP Legal Defense and Educational Fund, Inc.*, 473 U.S. 788, 105 S.Ct. 3439, 87 L.Ed.2d 567 (1985).

*Perry Education Ass'n v. Perry Local Educators' Ass'n*, 460 U.S. 37, 103 S.Ct. 948, 74 L.Ed.2d 794 (1983).

*Roark v. South Iron R-1 School Dist.*, 573 F.3d 556 (8th Cir. 2009)

*Victory Through Jesus Sports Ministry Foundation v. Lee's Summit R-7 School Dist.*, 640 F.3d 329 (8th Cir. 2011), cert. denied U.S. 132 S.Ct. 592 (2011)

### **Cross References:**

MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)

MSBA/MASA Model Policy 512 (School-Sponsored Student Publications)

### **SCHOOL BOARD ACTION:**

Adopted as Policy 904 June 18, 2002

Revised December 16, 2008

Revised January 17, 2017

Revised April 17, 2018

Revised February 18, 2020

Reviewed – No Changes January 2023

## Personnel Changes 2023-2024

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

First Name	Last Name	Assignment	Step/Lane/Salary	School
Zack	Bobick	Girls Basketball Coach	Schedule C	FMS
Joseph	Frazier	LTS – Grade 5	BA/Step 1	FMS
Lucas	Gerhard	Wrestling Assistant Coach	Schedule C	FMS
Breanna	Green	Math Team Advisor	Schedule C	FHS
Courtney	Green	ECFE Screener	BA/Step 1	FCC
Aaron	Grimmell	Custodian	Step 2	FHS
Molly	Hanley	Fall Musical – Costumes	Schedule C	FHS
Kyla	Harris	Event Worker	Schedule C	FHS
Erika	Knapton	Custodian	Step 2	FMS
Joseph	Kornbaum	Math Team Advisor	Schedule C	FHS
Sherry	Macioch	Cook Manager	Step 4	RLS
Abdullah	Mohamed	EL Teacher	MA+30/Step 17	FMS
Madison	Morrissey	Head Boys Swim/Dive Coach	Schedule C	FHS
Terrell	Nyangai	C Boys Basketball Coach	Schedule C	FHS
Bryce	Richter	Head Boys Basketball Coach	Schedule C	FHS
Jim	Stangler	Head Wrestling Coach	Schedule C	FMS
Mary	Walus	Fall Musical – Costumes	Schedule C	FHS
Phil	Wolney	Girls Basketball Coach	Schedule C	FMS
Eric	Wright	JV Boys Basketball Coach	Schedule C	FHS

### Leaves of Absence (2023-2024)

- Matthew Engelhardt has requested a leave of absence from his assistant principal position at FMS from November 21, 2023 through January 1, 2024.
- Karen Kalvestran has requested a leave of absence from her para position at FMS from October 11, 2023 through November 22, 2023.
- Brianna Ives requested a leave of absence from her media clerk position at FMS from September 20, 2023 through November 17, 2023.
- William McKenzie has requested a leave of absence from his teacher position at Hayes from October 23, 2023 through November 17, 2023.
- Lindsey Miller requested a leave of absence from her teacher position at the FCC from October 10, 2023 through October 20, 2023.

### Resignations (2023-2024)

- Joseph Frazier resigned his building substitute position and Fridley Middle School, effective November 3, 2023.
- Carissa Morris resigned her custodian position at Fridley High School, effective November 20, 2023.
- Craig Wieber resigned his director of finance and operations position at Fridley Public Schools, effective December 17, 2023.

**Master Agreement**

**Between**

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

**And**

**NUTRITIONAL SERVICES EMPLOYEES**

**July 1, 20213 through June 30, 20235**

**Fridley Independent School District 14**  
**~~2021-2023~~2023-2025 Master Agreement**  
**Nutritional Services Employees**  
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**THIS AGREEMENT**, made and entered into as of the first day of July 2024<sup>3</sup>, by and between the School Board of Independent School District 14 of Anoka County, Minnesota, hereinafter referred to as the Employer and School Service Employees Union, Local 284, hereinafter referred to as the Union.

**ARTICLE I  
RECOGNITION AND DUES CHECK-OFF**

**Section 1. Purpose**

The employees herein classified of the Employer (Nutritional Services Employees) have elected to bargain collectively with their employer for said purpose a majority of same have affiliated themselves as members of the Service Employees International Union, Local 284, and have chosen said Union to bargain collectively in their behalf for wages, hours of employment and working conditions.

For the purpose of carrying out the intentions of the parties, it is mutually agreed upon as follows:

**Section 2. Recognition**

Recognizing that the Union is required by the provisions of the Minnesota Public Employees' labor Relations Act ("PELRA") to be the sole bargaining representative for employees of the bargaining unit covered by this Agreement, the School Board hereby agrees that it will not recognize or negotiate with any other person, association group, committee or entity other than the Union with respect to terms and conditions of employment. The bargaining unit shall exclude certain part-time employees, temporary employees, confidential employees, supervisory employees and essential employees, as defined under PELRA.

**Section 3. Obligation**

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

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

**Section 4. Authority of School Board**

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

## Section 5. Union Dues

~~The District shall deduct union dues from members' payroll checks upon receipt of written authorization signed by the employee or receipt of online signup with digital signature, subject to any and all limitations and restrictions under state and federal law. Dues will be remitted to Local 284's business office at 450 Southview Boulevard South St Paul, MN 55075 not later than the 20th of each month. The deduction authorization notice from the Union will include certification from the Union that the Union has and will maintain a valid authorization from the employee for whom deductions will be made. The District may require a copy of the valid authorization form only if a dispute arises about the existence or terms of the authorization. The dues and/or political action committee deduction(s) authorization remains in effect until the District receives notice from the Union that an employee has changed or cancelled their authorization(s) in writing in accordance with the terms of the original authorization document(s). The exclusive representative must indemnify the public employer, including any reasonable attorney fees and litigation costs, for any successful claims made by the employee for unauthorized deductions in reliance on the certification or cancellation thereof. Dues will be remitted to Local 284's business office at 450 Southview Boulevard South St. Paul, MN 55075 not later than 20<sup>th</sup> of each month.~~

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## Section 6. Anniversary Date

For purposes of determining eligibility for an experience increment wage increase, step advancement and District 403b plan, each employee's anniversary date will be adjusted to July 1 of the calendar year in which he/she was hired. If an employee's actual hire date is between July 1 and December 30, the anniversary date will occur July 1 of that school year. If an employee's actual hire date is between January 1 and June 30, the first anniversary will occur July 1 of the next school year. Examples follow:

Hiring date: January 1, 2019 through December 31, 2019

- Anniversary Date July 1, 2019 (step 1 2019-2020 school year)
- Step Advancement, first anniversary – July 1, 2020 (step 2 2020-2021)
- District 403 (b) plan contribution – July 1, 2023
- Experience Increment – July 1, 2029

Hiring date: January 1, 2020 through December 31, 2020

- Anniversary Date July 1, 2020 (step 1 2020-2021 school year)
- Step Advancement, first anniversary – July 1, 2020 (step 2 2021-2022)
- District 403 (b) plan contribution – July 1, 2024
- Experience Increment – July 1, 2030

## ARTICLE II SALARY SCHEDULES AND WORK ASSIGNMENTS

**Sections 1 and 2. Wage Schedule, Certification Pay and Experience Increments: See Attachment A**

**Section 3. Step Placement**

Each employee shall be given credit for previous years of employment in School District 14. New employees to Fridley ISD 14 may be placed on the salary schedule at the discretion of the School District.

**Section 4. Certification**

**SUBD. 1.** All new employees will be required to complete a designated school food service fundamentals and sanitation/safety courses within one (1) year of employment. The Director of Nutritional Services will define the necessary coursework to fulfill this requirement. All courses must be pre-approved. The district will reimburse the employee for the cost of the pre-approved coursework under this subdivision once the employee has provided documentation of successful completion.

**SUBD. 2.** Once certified, all employees must maintain and keep certification current or may be subject to discipline. Failure to meet the renewal deadline will result in the suspension of certification pay. ~~It is the employee's responsibility to pay for certification.~~[The District will reimburse employees for annual SNA membership and certification fees up to an annual maximum of \\$100.00.](#)

**SUBD. 3.** An employee promoted to a higher pay grade must obtain the requisite certification within one year of promotion. The district will provide the cook manager a one-time stipend of \$350 once the employee has provided proof of certification.

**Section 5. Paychecks**

Employees will be paid on a semi-monthly basis.

**Section 6. Overtime**

Overtime rate will be time and one-half. Overtime will be paid in accordance with the Fair Labor Standards Act. Overtime will be paid at the rate of double-time for all hours worked on a call back on Saturday, Sunday or holidays.

Any employee who replaces a cook manager or prep cook shall be paid at the cook manager or prep cook rate.

**Section 7. Minimum Hours**

Any work period shall be a minimum of two hours.

**Section 8. Work Breaks**

[Employees will be allowed at least one fifteen-minute break in the workday. On occasion, situations may arise making it necessary to work through a break, but every effort will be made](#)

~~to ensure that will not be the norm. Work Breaks will follow Federal Labor Laws. In the event a situation arises that delays or does not allow a work break, then the missed break time shall be submitted on a timesheet, subject to overtime, where applicable. Employees will need to have prior approval from the Director of Nutritional Services or Designee to work through their breaks.~~

#### **Section 9. Uniform Allowance**

\$250 annually in each year of the contract for all employees who have successfully completed their probation period. This reimbursement may be used for the purchase of work shoes and clothing. The uniform must be approved by the Director of Nutritional Services and worn at all times while on the job. Reimbursement for current year uniform expenses must be submitted by March 31<sup>st</sup> of each year for payment.

#### **Section 10. 125B Plan**

A 125B Plan will be provided for all employees.

#### ~~Section 11. Workshops~~

~~The School District will pay for all employee expenses to those who attend the summer workshops or schools.~~

#### **Section ~~12~~11. Extra-curricular Functions**

Whenever nutritional services employees are needed to provide services outside of the regularly scheduled school day, the option to work the extra hours will be offered first to the building kitchen manager, next to building assistant managers, then, offered to other kitchen managers, and thereafter, to the most qualified employee as determined by the Director of Nutritional Services. Nutritional services employees will be paid for a minimum of two and one half (2.5) hours for extracurricular functions and shall be paid at 1.5 times the employee's hourly rate.

Whenever the food service facilities are used there must be a cook present during the part of the event that involves food preparation, the serving of food and the kitchen clean up. Any food service employee who must clean up or perform other duties related to the usage will receive additional hourly compensation for all time required to restore the kitchen to proper conditions for school meal service.

#### **Section ~~13~~12. Work Time Modifications**

Any increase or decrease of time to a given position that will affect benefit eligibility other than sick leave, will be considered an elimination of the old position and creation of a new, vacant position, and will be posted accordingly.

**SUBD. 1.** Starting times and shifts will be determined at the beginning of the school year and will not change unless meal participation or scheduling changes in student schedules occur within the building. Any changes to a work schedule must be approved by the Nutritional Services Director.

**SUBD. 2.** Once a shift is established, at least two (2) weeks' notice shall be given before a change. All changes in work site location or work week and shift hours shall be open for bids. Any affected employee shall have the right to bump a less senior employee.

**Section 1413. New Employee Training**

A new or transferred employee shall be trained in by an existing employee in a like position to the position she/he is hired to do for a period of up to two weeks as the Head Cook in the affected kitchen deems necessary, subject to consultation with the Director of Nutritional Services.

**ARTICLE III  
INSURANCE**

**Section 1. Medical Contribution**

The district's contribution toward health insurance shall be the same as the rate negotiated for the teaching staff of the district unless agreed otherwise and listed below. Coverage is for all Nutritional Services employees of the School District who qualify for and are enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

A. Employees working six hours or more per day:

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

B. Five (5) hours per day, but less than six (6) hours per day:

Single	100% of the base plan
Employee plus one	Individual coverage cost (employee will pay the difference between the individual cost and the employee plus one cost).
Family	Individual coverage cost plus \$75.00 (the employee will pay the difference between the individual cost plus \$75.00 and the family coverage cost.)

C. Four (4) hours per day, but less than five (5) hours per day:

Single	Prorated based on the employee's weekly assigned hours divided by 25
Employee plus one	Individual coverage cost (employee will pay the difference between the individual cost and the employee plus one cost).

Family	Individual coverage cost plus \$75.00 (the employee will pay the difference between the individual cost plus \$75.00 and the family coverage cost.)
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[Health insurance changes apply upon ratification](#)

**Section 2. Dental Insurance**

The School District shall pay the total premium for individual coverage for employees working 25 hours or more per week.

**Section 3. Long Term Disability**

The District will provide a long-term disability insurance plan for employees working 20 hours or more providing a benefit of 7960% of the basic annual salary in the event of disability caused by sickness or accident. The waiting period for this benefit shall be 60 consecutive calendar days. Participation in the plan is mandatory for all qualified employees and the premium for the plan will be paid by the employee through payroll deduction. An hourly wage adjustment will be made to compensate for the deduction of the Long Term Disability premium.

**Section 4. Life Insurance Contribution**

The District will provide a group term life insurance policy on the life of all employees working 20 hours per week or more in the amount of \$50,000.

**ARTICLE IV  
LEAVES OF ABSENCE**

**Section 1. Sick Leave**

**SUBD.1.** All permanent Nutritional Services Employees shall be eligible for sick leave benefits. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to illness or injury which prevented attendance and performance of duties on that day or days. Eligible employees will earn sick leave at a rate per month equal to the average hours worked per day for a maximum of ten (10) days per annum. Unused sick leave can be carried forward. A certificate from a physician may be required to substantiate the need for this leave. Earned sick leave may be used for illness or injury of relatives pursuant to MS 181.9413 but must at least include the following individuals: brother, sister, mother, father, spouse, domestic partner, child, in-laws, grandparents, or grandchildren. If the use of sick time is needed, absent an emergency or unexpected circumstance, employees will be expected to call-in their absence at least one hour prior to their assigned start time.

**SUBD.2.** In the event of illness of more than three (3) consecutive work days, the District will require an employee to furnish a medical certificate from a qualified physician or surgeon as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay and/or return to work.

## Section 2. Personal Leave

One (1) day of personal leave per year for personal business and emergencies, a transaction, hearing, or consultation which requires the presence of the staff member during working hours. Emergency leave will not be approved for absence resulting from weather conditions and their effect on transportation. Requests for personal leave must be submitted to the staff member's supervisor in writing two days in advance, except in emergency cases. The reason for the personal leave will be provided in the request. All requests must have the approval of the Director of Human Resources or designee. Personal leave days do not accumulate. Personal leave days cannot be used the first and last two weeks of the school year, except in emergency or once in a life time situations subject to the approval of the Director of Human Resources. Personal leave is deducted from sick leave.

## Section 3. Vacation Leave

Effective 7-1-2022 Two (2) vacation leave days shall be earned annually. Members of the Nutritional Services staff will receive their vacation allocation at the start of the school year. Vacation hours will be allocated based on the member's daily schedule and will be prorated based on days and hours worked in the assignment. A member planning to use a vacation leave day(s) shall notify their supervisor as early as possible, but in any event at least one (1) week in advance, except in cases of emergency. Vacation ~~leave~~ days cannot be used the first and last two weeks of the school year, except in emergency or once in a life time situations subject to the approval of the Director of Human Resources. Vacation days may accrue to a total of ~~three (5)3~~. Vacation days not taken shall be paid by the District at the rate of ~~\$30~~ 45 per day provided written notice of intent to claim such pay is received by the District by May 1 or ten (10) days after notification of job elimination.

## Section 4. Child Care Leave

See District policy.

## Section 5. Jury Duty

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

**SUBD. 1. Subpoena Leave** An employee who is subpoenaed for a school-related issue shall be granted the necessary leave required without any salary deduction or loss of basic leave allowance.

## Section 6. Emergency School Closing

In the event school starts late or is closed early due to inclement weather or other emergency situations, Nutritional Services employees will be paid for their normal work assignment. On

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

**Section 7. Bereavement**

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

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**Section 8. Resignation**

If an employee fails to call in or report to work for three (3) consecutive days, that employee will be considered to have voluntarily resigned their position and will not have rights to vacation payout.

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**Section 9. Use of Unpaid Time Off**

All paid time off must be used prior to the use of any unpaid time off.

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**Section 10. Unpaid Leave of Absence**

When an employee has been granted a leave of absence for one (1) year or less by the School Board, they shall suffer no loss of seniority or job rights.

**ARTICLE V  
HOLIDAYS**

Employees covered by this Agreement will be paid for the following nine (9) holidays when school is not in session:

- |                                   |                             |
|-----------------------------------|-----------------------------|
| Thanksgiving Day                  | New Year's Day              |
| Friday following Thanksgiving Day | Martin Luther King, Jr. Day |
| Christmas Eve                     | Good Friday                 |
| Christmas Day                     | Memorial Day                |
| New Year's Eve                    |                             |

In order to be eligible for holiday pay, an employee must have worked the assigned work day before and after the holiday unless the employee is on approved sick leave or emergency leave. In the event school is scheduled for a listed holiday an alternate day will be granted. The specific day shall be mutually agreed upon by the School District and the employee. [In the event the school year is inclusive of the Juneteenth holiday, employees will be paid for the holiday.](#)

## ARTICLE VI PROBATION, POSTING DISCHARGE, AND DISCIPLINE

### Section 1. Probationary Period

All new nutritional services employees shall work a probationary period, which shall consist of ~~ninety (90)~~ [one hundred twenty \(120\)](#) working days with an evaluation to occur no later than ~~forty-five (45)~~ [than sixty \(60\)](#) working days into the probationary period. A new employee shall not be considered ~~permanent-a regular employee~~ until the employee has served the probationary period, the District's Designee has conferred with the employee's site supervisor, and the employee has been accepted by District's designee. Subsequent to that period the employee shall attain ~~permanent-regular~~ status and be discharged only for just cause.

In addition to the initial probationary period an employee transferred or promoted to a different classification shall serve a new probationary period of ~~60-ninety (90)~~ working days with an evaluation to occur no later than ~~thirty (30)~~ [forty-five \(45\)](#) working days into the new probationary period in any new such classification. During this ~~60-ninety (90)~~ working day probationary period if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification. The employee will have the rights to the position held before transfer or promotion.

For purposes of this section, a working day shall be defined as an actual day worked and shall not include any days taken as leave for any reason.

### Section 2. Job Posting

All vacancies shall be posted for a period of five working days. Postings will include starting date, benefits eligibility, location of duty assignment, hours per day, days per year, job description, position band and grade and hourly rate of pay. Interested parties shall submit written indication of interest via indicated method. The District shall give first consideration to current qualified employees, when hiring for positions within the Nutritional Services Unit, then consider outside applicants. Employees must complete their probationary period before applying for another nutritional services position.

Any internal applicant not granted a position has the right to request the reasoning behind the administration's rejection of his/her application with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job openings.

The District shall schedule interviews as soon possible after the posting closing. The position will be assigned to the most qualified applicant.

A notification will be sent to the candidate selected for the position.

### **Section 3. Progressive Discipline/Discharge**

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

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

Employees who are subject to above actions shall have the right to the grievance procedure.

**SUBD. 1.** The District shall discuss with the Employee(s) any concern which may lead to a disciplinary action and shall offer constructive suggestions for correction before any disciplinary action is initiated.

**SUBD. 2.** An employee shall be entitled to have a representative of the Union present in the event that she/he is being reprimanded, warned or disciplined for any infraction of rules and delinquency in professional performance. If an employee requests representation, no action shall be taken with respect to the matter until a representative of the Union is present, provided that the representative is available in a timely manner so as not to delay the action.

### **Section 4. Personnel Files**

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

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

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

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

### **Section 5. Layoff/Recall**

In the event of abolition of a position, shortage of work for funds or other reasons outside the control of the employer, employees in this unit will be subject to the following:

- A. When a specific position will be discontinued, or when an employee's hours are reduced, affected employees shall have the following rights and obligations:
  - 1. Shall be able to replace a less senior person in the same or lower classification.
- B. No new employee shall be employed by the District to work in any classification while qualified employees are laid off.
- C. A laid off employee must notify the District in writing of any changes in address in order to be notified of job openings.
- D. Employees on layoff shall retain re-employment rights for a period of 18 months from date of layoff.
- E. All positions will be posted via the indicated method.
- F. Persons on the layoff list may apply for any open position. Application must be received electronically using the online system before the posting closes.
- G. The most senior qualified applicant shall be awarded the position.

### **Section 6. Seniority**

The Board recognizes that the purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees. Employees with the least continuous service shall be laid off first. If any opening subsequently occurs in the District, the employee with the most seniority shall have the first choice to be re-hired.

### **Section 7. Seniority List**

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

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

### **~~Section 8. Unpaid Leave of Absence~~**

~~When an employee has been granted a leave of absence by the School Board, they shall suffer no loss of seniority or job rights.~~

**ARTICLE VII  
GRIEVANCE PROCEDURE**

**Definitions and General Provisions**

- A. A “*grievance*” is defined as a dispute between an employee or group of employees and the District regarding the interpretation of or adherence to the terms and/or provisions of the Agreement.
- B. *Representatives*: Either party, employee(s) or School District, may be represented during any step of the grievance procedure by any person or agent designated by such party.
- C. *Days*: In this procedure, a “day” is defined as a scheduled working day, which means a day the employee regularly scheduled to work excluding Saturdays, Sundays, legal holidays, or holidays contained within this Agreement.
- D. *Extension of Time Limits*: Time limits specified in this procedure may be extended or waived by mutual agreement.
- E. *Computation of Time*: In computing any period of time prescribed or allowed by this procedure, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or a legal holiday.
- F. *Filing and Postmark*: The filing or service of any notice or document shall be timely if it bears a postmark of the United States mail within the time period.
- G. *Time Limitation and Waiver*: Failure to file or appeal any grievance within the time periods prescribed in this procedure shall constitute a waiver of the grievance.
- H. *Responses to Grievances*: In responding to a grievance at any step, the District representative shall issue a written decision to the employee(s) with the grievance, the union steward, and the union business agent.

*Step 1.* The employee(s) concerned shall first attempt to resolve the grievance informally with the Director of Nutritional Services. If the parties do not reach an agreement regarding the grievance, the employee(s) may submit the grievance in writing to the Director of Human Resources within ten scheduled working days of the date of occurrence or the date on which the employee(s) learned of the occurrence, whichever is later. Within five days of receipt, the District shall respond in writing to the grievance. If the parties fail to agree or the Director of Human Resources fails to adjust the grievance within five days after the written grievance is received, the employee(s) may appeal it to Step 2.

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

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

*Step 4. Arbitration Procedures*

**SUBD. 1. Request.** A request to submit a grievance to arbitration must be in writing and such request must be sent to the office of the Superintendent and to the BMS within ten days following the day the employee(s) receive the written response to Step 3 of the grievance procedure.

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

**SUBD. 3. Selection of Arbitrator.** The party appealing the grievance shall request a list of arbitrators from the BMS. Upon receiving the list, the parties shall alternately strike arbitrators' names from the list until only one name remains. The parties shall determine which party will strike the first name by coin toss or other method of the parties' choice. The last remaining arbitrator shall hear the grievance.

**SUBD. 4. Submission of Grievance Information.** Upon appointment of the arbitrator, the appealing party shall, within five days after notice of appointment, forward to the arbitrator, with a copy to the Superintendent, the submission of the grievance which shall set forth the nature and basis of the grievance. Additional information shall be provided at the arbitrator's request.

**SUBD. 5. Hearing.** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceedings before the arbitrator shall be a hearing denovo.

**SUBD. 6. Decision.** The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be

final and binding upon the parties subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A. of 1971 as amended.

**SUBD. 7. Expenses.** Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested shall be borne by the party requesting the transcript.

**SUBD. 8. Jurisdiction.** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedures as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation with the legal limitations surrounding the financing of such operations.

**ARTICLE VIII  
MATCHING ANNUITY AND SEVERANCE**

**Section 1. Matching Annuity**

Effective no later than July 1, 2001, an eligible employee may participate in the District's matching annuity program as provided in M.S. 356.24, subd. 1(5) ii, subject to the provisions contained in this Article.

**Section 2. Eligibility**

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

**SUBD. 1.** Employees working at least 54 hours per day shall receive the full contribution.

~~**SUBD. 2.** Employees working four (4) or more hours per day but less than five (5) hours per day shall receive a prorated district contribution.~~

**Section 3. District Contribution**

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

**SUBD. 1.** Employees hired after July 1, 1990 will be eligible for the following amounts:

	<del>2021-</del> <del>2022</del> <u>2023-</u> <u>2024</u>	<del>2022-</del> <del>2023</del> <u>2024-</u> <u>2025</u>
Zero (0) through Three (3) years in Fridley	\$ 0	\$ 0
Four (4) through Nine (9) years in Fridley	\$1925	\$2025
Ten (10) through Fourteen (14) years in Fridley	\$2050	\$2150
Fifteen (15) years to Nineteen (19) years in Fridley	\$2175	\$2275
Nineteen plus (19+) years in Fridley Public Schools	\$2300	\$2400

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

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

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

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

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

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

**SUBD. 8.** A list of approved financial services companies is available on the district website.

**SUBD. 9.** Contributions cannot be retroactive to the previous calendar year.

**SUBD. 10.** The District’s maximum lifetime contribution shall be no more than \$33,000

**Section 4.**

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

**ARTICLE IX  
MISCELLANEOUS**

**Section 1. Retirement**

As provided by law.

**Section 2. Lunch**

Nutritional Services employees will not be charged for their lunch.

**Section 3. Custodial Functions**

Normal custodial functions such as floor mopping/scrubbing/waxing/mat cleaning, vacuuming, trash and recyclable item removal will not be the responsibility of Nutritional Services employees.

**Section 4. Physical Examinations**

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

**ARTICLE X  
DURATION**

**THIS AGREEMENT** shall be in force from July 1, ~~2-2023~~ through June 30, ~~2023~~2025 and shall continue as is from year to year unless either party shall notify the other in writing 60 days prior to expiration date of existing contract of their desire to re-open negotiations.

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

School Service Employees  
SEIU Local 284

As Representing The School Board Of Fridley  
Independent School District 14, Anoka  
County

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

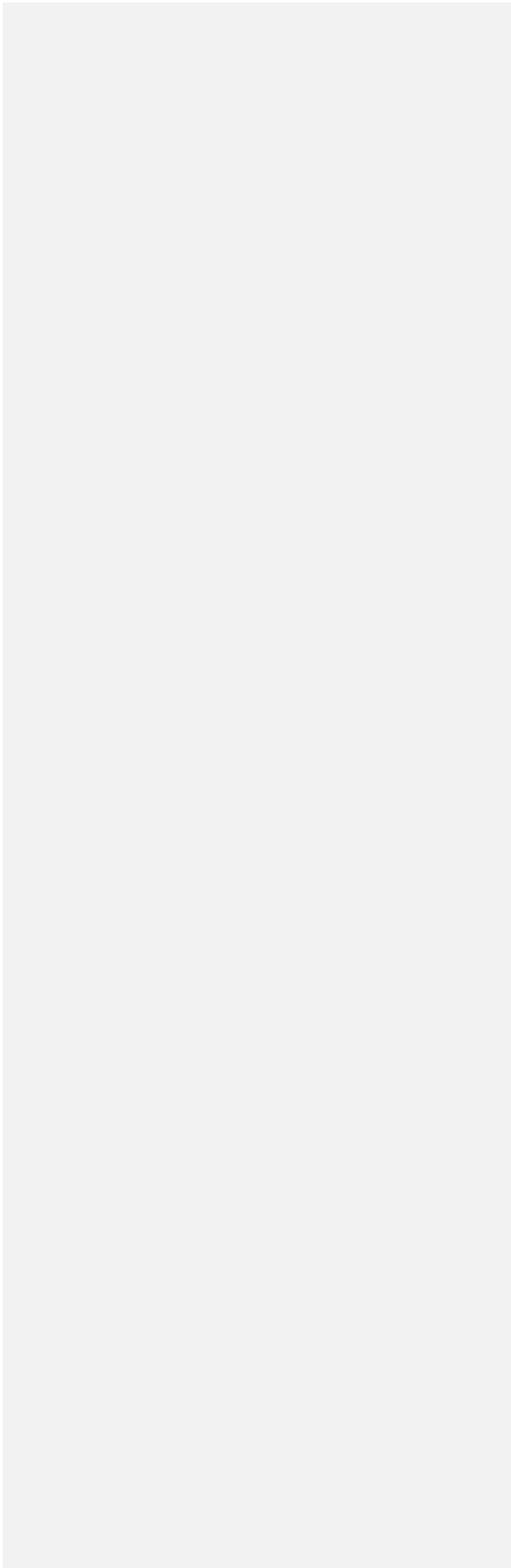
By \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_



~~2021-2023~~**2023-2025**  
**ATTACHMENT A,**  
**WAGE SCHEDULE, CERTIFICATION PAY, and EXPERIENCE INCREMENTS**  
 Fridley ISD 14 Nutritional Services Employees

**Section 1. ~~2021-2023~~**2023-2024** Wage Schedule**

Step advancement each year of the contract. All increases apply to individuals employed on date of ratification.

**2023-2024**  
**Attachment A, Section 2**  
**Wage Schedule Nutritional Services Employees**

	Step 1	Step 2	Step 3	Step 4	Step 5
Cook Manager-High School *	<del>21.75</del> <u>22.65</u>	<del>22.31</del> <u>23.21</u>	<del>22.87</del> <u>24.02</u>	<del>23.43</del> <u>24.68</u>	<del>23.98</del> <u>25.43</u>
Cook Manager-Middle School *	<del>20.49</del> <u>21.39</u>	<del>21.05</del> <u>21.95</u>	<del>21.61</del> <u>22.76</u>	<del>22.16</del> <u>23.42</u>	<del>22.72</del> <u>24.17</u>
Cook Manager-Elementary School *	<del>19.05</del> <u>20.40</u>	<del>19.61</del> <u>20.96</u>	<del>20.17</del> <u>21.77</u>	<del>20.73</del> <u>22.43</u>	<del>21.28</del> <u>23.18</u>
Assistant Cook Manager	<del>17.31</del> <u>19.40</u>	<del>18.17</del> <u>19.96</u>	<del>19.03</del> <u>20.77</u>	<del>19.90</del> <u>21.43</u>	<del>20.76</del> <u>22.18</u>
Prep Cook	<del>17.08</del> <u>17.98</u>	<del>17.95</del> <u>18.85</u>	<del>18.81</del> <u>19.77</u>	<del>19.67</del> <u>20.43</u>	<del>20.53</del> <u>21.18</u>
Cook	<del>15.60</del> <u>16.50</u>	<del>16.46</del> <u>17.36</u>	<del>17.33</del> <u>18.23</u>	<del>18.19</del> <u>19.09</u>	<del>19.05</del> <u>19.95</u>

**2024-2025**  
**Attachment A, Section 2**  
**Wage Schedule Nutritional Services Employees**

	Step 1	Step 2	Step 3	Step 4	Step 5
Cook Manager-High School	<u>23.56</u>	<u>24.14</u>	<u>24.98</u>	<u>25.67</u>	<u>26.45</u>
Cook Manager-Middle School	<u>22.25</u>	<u>22.83</u>	<u>23.67</u>	<u>24.36</u>	<u>25.14</u>
Cook Manager-Elementary School	<u>21.22</u>	<u>21.80</u>	<u>22.64</u>	<u>23.33</u>	<u>24.11</u>
Assistant Cook Manager	<u>20.18</u>	<u>20.75</u>	<u>21.60</u>	<u>22.29</u>	<u>23.07</u>
Prep Cook	<u>18.70</u>	<u>19.60</u>	<u>20.56</u>	<u>21.25</u>	<u>22.03</u>
Cook	<u>17.16</u>	<u>18.05</u>	<u>18.96</u>	<u>19.85</u>	<u>20.75</u>

**Certification Pay**

Level I Certification	.30/hr
Level II Certification	.45/hr
Level III Certification	.55/hr
Level IV Certification	.70/hr

**Experience Increments**

~~2021-~~  
~~2023~~2023-  
2025

After 5 years	.50/hr
After 10 years	.60/hr
After 15 years	.65/hr
After 20 years	.70/hr

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# **World's Best Workforce Report & Achievement and Integration Plan Update**

**Fridley Public Schools  
Report for 2022-23  
New Goals for 2023-24**



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# Goals for this Evening

- World's Best Workforce & Achievement and Integration Plan Background
- Review 2022-23 Goals and Results
- Approve new 2023-24 WBWF Goals
- Year 3 progress on our 3-year Achievement & Integration Plan



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# World's Best Workforce Plan

The World's Best Workforce Plan (MN Statute, section 120B.11) is a comprehensive, long-term strategic plan to support and improve teaching and learning with the ultimate goal of creating the world's best workforce. It is intended to serve as a foundational document that aligns educational initiatives that serve students pre-k through high school. It is focused on five state-wide goals:

1. All students ready for kindergarten
2. All students in third grade achieve grade level literacy
3. Closing achievement gaps
4. All students career- and college-ready by graduation
5. All students graduate



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# Achievement & Integration Plan

The purpose of the Achievement and Integration (A&I) for Minnesota program is to pursue racial and economic integration, increase student achievement, create equitable educational opportunities, and reduce academic disparities based on students' diverse racial, ethnic, and economic backgrounds in Minnesota public schools.

Goals to:

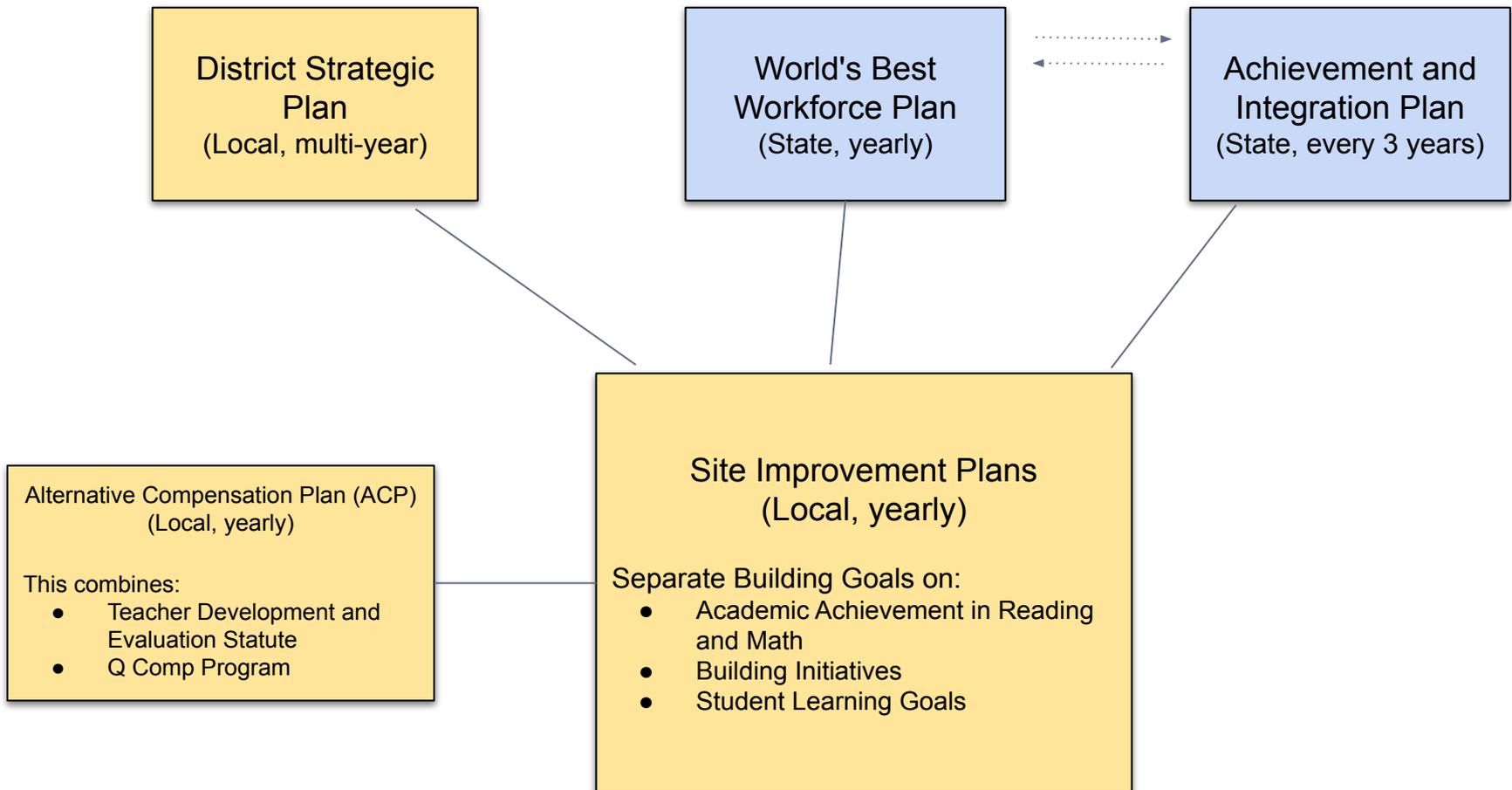
1. increase racial and economic integration;
2. reduce achievement disparities;
3. increase access to effective and diverse teachers.

This is a 3-year plan and the last plan spanned 2020 -2023.



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# Large-Scale District Plans



# World's Best Workforce 2022-23





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# All students ready for kindergarten

## 2021-22 Goal & Results

Percentage of 4-yr-olds in Fridley Preschool classrooms performing at or above the academic readiness level on the Letter Naming Assessment (TS GOLD assessment) will increase from 92.9% to 94.9% in spring 2022.

**2022 Results:**  
**95.0% of students met the goal**

## 2022-23 Goal & Results

The percentage of all students (4-year-olds) scoring at or above the academic readiness level for reading on TS GOLD:

- 15a (Notices and Discriminates Rhyme) will increase from 77.3% in the spring of 2022 to 79.3% in the spring of 2023.
- 15b (Notices and Discriminates Alliteration) will increase from 68.0% in the spring of 2022 to 70.0% in the spring of 2023.
- 15c (Notices and Discriminates Distinct Units of Sound) will increase from 73.4% in the spring of 2022 to 75.4% in the spring of 2023.

### 2023 Results:

**15a - 65.0%, did not meet this goal**

**15b - 87.6%, exceeded this goal**

**15c - 72.6%, did not meet this goal**



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# All students in grade 3 achieving grade-level literacy (*Achievement and Integration Plan, Achievement Goal #1*)

## 2021-22 Goal & Results

Percentage of Gr 3 students on track to meet MCA proficiency on aReading assessment (55%ile) will increase from 36.0% to 45% in Spring 2022.

### 2022 Results:

**33.2%**

## 2022-23 Goal & Results

Percentage of Gr 3 students on track to meet MCA proficiency on aReading assessment (55%ile) will increase from 33.2% in Spring 2022 to 45% in Spring 2023.

### 2023 Results:

**34.7%**

**We made progress from the prior year, however we did not fully meet this goal.**



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## **Close the achievement gap among all groups** *(Achievement and Integration Plan, Achievement Goal #2)*

### **2021-22 Goal & Results**

Reading proficiency gap between FRL students and non-FRL students will decrease to 23 points on state MCA by Spring 2022.

#### **2022 Results:**

**FRL 24.5%**

**NFRL 47.0%**

**Difference of 22.5 points**

Note: Participation was similar between groups, yet 7-8% reduction from pre-pandemic participation.

### **2022-23 Goal & Results**

Reading proficiency gap between FRL students and non-FRL students will decrease to 12 points on state MCA by Spring 2023.

#### **2023 Results:**

**FRL 26.0%**

**NFRL 52.4%**

**Difference of 26.4 points**

**Although both groups reading proficiency improved, we were not successful in improving the gap between these groups.**



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## Close the achievement gap among all groups (Achievement and Integration Plan, Achievement Goal#2)

### 2021-22 Goal & Results

Math proficiency gap between FRL students and non-FRL students will decrease to 23 points on state MCA by Spring 2022.

#### 2022 Results:

**FRL 15.0%**

**NFRL 32.8%**

**Difference of 17.8 points**

Note: Participation was similar between groups, yet 7-8% reduction from pre-pandemic participation.

### 2022-23 Goal & Results

Math proficiency gap between FRL students and non-FRL students will decrease to 12 points on state MCA by Spring 2023.

#### 2023 Results:

**FRL 20.7%**

**NFRL 50.7%**

**Difference of 30 points**

**Although both groups math proficiency improved, we were not successful in improving the gap between these groups.**



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# All students career- and college-ready by graduation

## 2021-22 Goal & Results

Percentage of students in Grade 11, meeting the ACT College Reading Benchmark, will increase from 30.5% in 2021 to 33% in 2022.

### 2022 Results:

**22.8%**

## 2022-23 Goal & Results

Percentage of students in Grade 11, meeting the ACT College Reading Benchmark, will increase from 22.8% in 2022 to 33% in 2023.

### 2023 Results:

**26.0%**



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# All students graduate

## 2021-22 Goal & Results

Percentage of students graduating will increase from 82.3% in 2021 to 84.0% in 2022.

### 2022 Results:

**85.8%, met this goal**

## 2022-23 New Goal

Percentage of students graduating will increase from 85.8% in 2022 to 87.8% in 2023.

### 2023 Results:

**Will report when available**

# Achievement & Integration

## Final Results





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# Achievement & Integration Plan

## Integration Goal #1

### Integration Goal #1

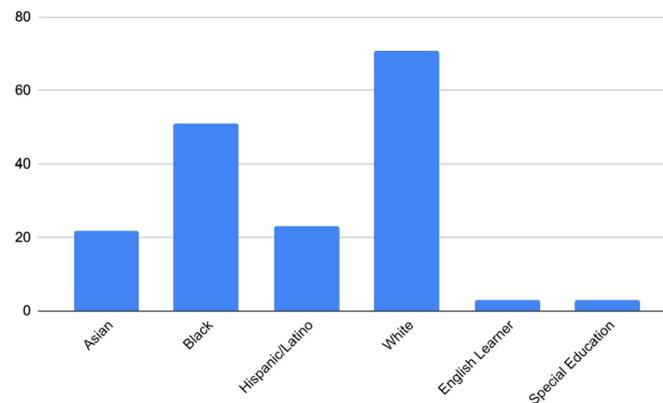
The total number of black students enrolling in rigorous coursework at Fridley High School will increase from 11.2% in 2020 to 17% in June of 2023.

Rigorous course work is defined as enrollment in DP courses and Concurrent enrollment – the count will consider the number of seats in each program occupied by a black student.

**Results: 59/215 = 27.4%**

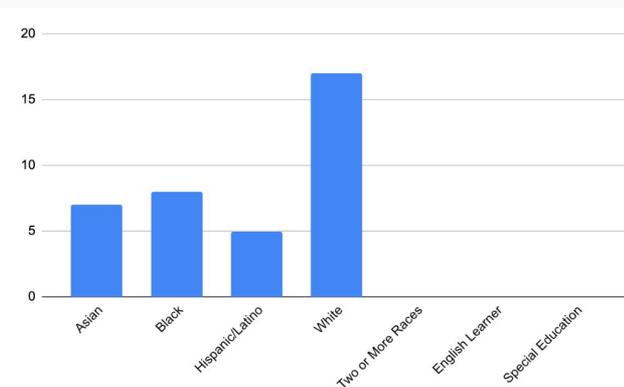
### Concurrent Enrollment (2021-2023)

All Students	178
Asian	22
Black	51
Hispanic/Latino	23
White	71
English Learner	3
Special Education	3



### Full DP Candidates (2021-2023)

All Students	37
Asian	7
Black	8
Hispanic/Latino	5
White	17
Two or More Races	0
English Learner	0
Special Education	0





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# Achievement & Integration Plan

## *Integration Goal #2*

### **Integration Goal #2**

Each year we will increase by 1 the number of systematized student opportunities available to all students in Fridley public schools.

Baseline 2019-20 – We had the following opportunities for kids:

- Educators Rising
- Step-up
- Essence
- College Visits
- Get Ready
  - 2020-21 - Kings Group
  - 2021-22 - Salam Club

### **Final Update**

#### **Guys With Ties**

- Student group for 3-6 graders
- Designed to teach students how to make new friends and how to be confident in both academic and social settings
- Done at lunchtime
- The group encouraged students to be role models for others and to set a standard of excellence in the classroom
- The group had over 40 students participate
- Students also learned how to tie a tie!



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# Achievement & Integration Plan

## *Integration Goal #3*

### **Integration Goal #3**

Each year, 90% of licensed teaching staff in Fridley will participate in **CULTURALLY RESPONSIVE PEDAGOGY**

*Equity & Inclusion mean all students have what they need to be successful and feels a sense of belonging and is respected for who they are.*

### **Final Update**

Equity & Inclusion Training:

- **Over 90%, all years**

Restorative Practices:

- **Over 90%, all years**



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# World's Best Workforce Plan

The World's Best Workforce Plan (MN Statute, section 120B.11) is a comprehensive, long-term strategic plan to support and improve teaching and learning with the ultimate goal of creating the world's best workforce. It is intended to serve as a foundational document that aligns educational initiatives that serve students pre-k through high school. It is focused on five state-wide goals:

1. All students ready for kindergarten
2. All students in third grade achieve grade level literacy  
*(Will likely be updated due to the READ Act requirements)*
3. Closing achievement gaps
4. All students career- and college-ready by graduation
5. All students graduate



# All students ready for kindergarten

## 2023-24 Goal

The percentage of all students (4-year-olds) scoring at or above the academic readiness level for reading on **TS GOLD**:

- **15a** (Notices and Discriminates Rhyme) will increase from **65.0% in the spring of 2023 to 67.0% in the spring of 2024.**
- **15b** (Notices and Discriminates Alliteration) will increase from **87.6% in the spring of 2023 to 89.6% in the spring of 2024.**
- **15c** (Notices and Discriminates Distinct Units of Sound) will increase from **72.6% in the spring of 2023 to 74.6% in the spring of 2024.**

**2023-24 Strategy** - Following the recommendations of the READ Act, we have purchased and are implementing **Heggerty Phonological Awareness** curriculum. We provided the first training for our Pre-K teachers during workshop week and there will be more training coming this school year. This curriculum targets these three goal areas.



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# All students in third grade achieve grade level literacy

## 2023-24 Goal

The percentage of third grade students, in Fridley Public Schools, proficient on the Reading MCA will increase from 38.5% in the spring of 2023 to 48.5 % in the spring of 2024.

**2023-24 Strategy** - Following the recommendations of the READ Act, we have purchased, trained, and are implementing the following:

- **Heggerty** - Phonological Awareness
  - PreK-2 core instruction, 7 min daily lessons
  - 3-4 supplemental
- **Foundations** - Phonemic Awareness and Phonics, Sight Recognition, Decoding
  - K-3 core instruction, 30 min daily lessons
- **Geodes** - Decodable Texts
  - K-2, small group instruction
  - Connected to skills taught in Foundations, and eventually, knowledge in Wit and Wisdom
- **Morpheme Magic** - Morphology Lessons
  - Short, Tier 1 lessons for grades 4-6
- **UFLI Foundations** - Explicit and Systematic Phonics Instruction
  - Tier 2 small group instruction for emerging readers in grades 4-6



# Close the achievement gap among all groups

## *(Aligns Achievement and Integration Plan, Goal #1)*

### 2023-24 Goal

The proficiency gap between the groups and counter groups listed below, enrolled in the full academic year, in grades 3-8 and 10 will decrease by 20% from Spring of 2023 to the Spring of 2024.

Group	% Meeting or Exceeding on MCA Reading 2023	Counter Group	% Meeting or Exceeding on MCA Reading 2023	2023 Percentage Points Gap Between Groups	2024 Percentage Points Gap Reduction Target Between Groups
Black	27.0%	White	49.5%	22.5	18.0
Hispanic/Latino	17.7%	White	49.5%	31.8	25.4
Two or More Races	39.0%	White	49.5%	10.5	8.4
EL	6.4%	Non-EL	38.6%	32.2	25.8
Special Education	11.7%	Non-Special Education	35.9%	24.2	19.4
Free/Reduced	26.5%	Non-Free/Reduced	54.0%	27.5	22

### 2023-24 Strategy:

- New literacy curriculum and structured literacy training for PreK-6.
- Additionally, strengthening connections between our E&I and Academic work.
- We are also looking more intentionally at our data by Race/Ethnicity, EL, and Special Education groups.



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# All students career- and college-ready by graduation

## 2023-24 Goal

Percentage of students in Grade 11, meeting the ACT College Reading Benchmark, will increase from 26.0% in 2023 to 36.0% in 2024.

### 2023-24 Strategy:

- Continue using FAST aReading screening for 9-10 grade to help determine intervention needs
- Refreshing and new training on School-Wide AVID, focusing on WICOR strategies
- Partnership with Equal Opportunity Schools
  - Equal Opportunity Schools (EOS) mission is to strengthen educator and system leader capacity to break down barriers to increase access, belonging, and success in rigorous college and career-prep secondary school courses for students of color and low-income students so that they may thrive in their postsecondary pursuits and life goals.



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# All students graduate

## 2023-24 Goal

Percentage of students graduating (4-year rate) from Fridley Public Schools will increase 2% from 2023 to 2024.

**2023 Results: Will report when available, likely in spring of 2024**

Year	Graduated Count	Graduated %
2022	217	85.8%
2021	200	82.3%
2020	221	85.7%
2019	224	83.6%

# 2023-2026



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## Achievement & Integration Plan Goal #1

The percent of students who identify as Hispanic or Latino that are enrolled by October 1<sup>st</sup> each year, will increase proficiency on the MCA-III Reading from 22.6% in Spring 2022 to 31.6% in Spring 2026 for all grades tested.

**Aligns with WBWF area:** All racial and economic achievement gaps between students are closed.

**Goal type:** Achievement Disparity

*\*Note – for comparison, the statewide percent proficient for MCA-III Reading for students who identify as Hispanic or Latino was 31.4%.*

# 2023-2026



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## Achievement & Integration Plan Goal #2

As part of the NWSISD #6078 Collaborative, Fridley Public Schools will participate in magnet programming (IB PYP, MYP, DP, and CP) seeking racial and economic integration and provide opportunities to develop individual identity by increasing levels of awareness regarding college and career opportunities.

Over the next three years, FPS will aim to increase grade 10-12 students' scores on the *Future Work Connection* assessment; specifically, for students who identify as American Indian from a score of 2.61 to 3.00 and for students who identify as Asian/Pacific Islander from a score of 2.79 to 3.00. These two student groups were below the average baseline score of 3.00 in 2022-23.

**Aligns with WBWF area:** All students are ready for career and college.

**Goal type:** Integration

# 2023-2026

## Achievement & Integration Plan *Goal #2*



### Future Work Connection Assessment Results Grades 10-12

Race/Ethnicity	2022-23 (Baseline)		2023-24		2024-25		2025-26	
	n	Score/4	n	Score/4	n	Score/4	n	Score/4
All Average	459	3.00						
American Indian	7	2.61						
Asian/Pacific Islander	43	2.79						
Black	195	3.04						
Hispanic	66	3.01						
Multiracial	46	3.11						
Non-Disclosed	16	3.02						
White	86	3.00						

### Future Work Connection Assessment Questions

1. I have a clear idea of what I want to do for work after high school.
2. I think about what I want to do for work after high school.
3. What I am doing now is getting me to what I want to do for work after high school.
4. I am making specific choices to get me to what I want to do for work after high school.

# 2023-2026



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## Achievement & Integration Plan *Goal #3*

Develop and implement a student-based teacher preparation pathway by FY26. We will increase the number of students, specifically BIPOC students, enrolled in our concurrent enrollment introduction to education course from 0 high school students in FY23 to 20 high school students enrolled in by FY26.

**Aligns with WBWF area:** All students are ready for career and college.

**Goal type:** Teacher Equity



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**Dr. Jason Bodey**

**Director of Teaching and Learning**

**[jason.bodey@fridley.k12.mn.us](mailto:jason.bodey@fridley.k12.mn.us)**

**763.502.5005**

**RESOLUTION ESTABLISHING A COMBINED POLLING PLACE  
FOR MULTIPLE PRECINCTS AND  
DESIGNATING HOURS DURING WHICH THE POLLING  
PLACES WILL REMAIN OPEN FOR VOTING  
FOR SCHOOL DISTRICT ELECTIONS NOT HELD  
ON THE DAY OF A STATEWIDE, COUNTY, OR MUNICIPAL ELECTION**

BE IT RESOLVED by the School Board of ISD #14, State of Minnesota, as follows:

1. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for school district elections are those precincts or parts of precincts located within the boundaries of the school district which have been established by the cities or towns located in whole or in part within the school district. The board hereby confirms those precincts and polling places so established by those municipalities.

2. Pursuant to Minnesota Statutes, Section 205A.11, the board may establish a combined polling place for several precincts for school elections not held on the day of a statewide, county, or municipal election. Combined polling places are hereby established to serve the precincts specified for all school district special and general elections not held on the same day as a statewide, county, or municipal election, as listed below:

<b>County</b>	<b>Combination Name</b>	<b>Polling Place</b>	<b>Comprised of City Precincts</b>
Anoka	ISD #14 P1	FRIDLEY COMMUNITY CENTER 6085 7th St NE FRIDLEY MN 55433	FRIDLEY W-1 P-1 FRIDLEY W-1 P-2 FRIDLEY W-1 P-3 FRIDLEY W-1 P-4 FRIDLEY W-2 P-1 FRIDLEY W-2 P-2 FRIDLEY W-2 P-3 FRIDLEY W-2 P-4 FRIDLEY W-3 P-1 FRIDLEY W-3 P-2 FRIDLEY W-3 P-3 FRIDLEY W-3 P-4

3. Pursuant to Minnesota Statutes, Section 205A.09, the polling places will remain open for voting for school district elections between the hours of 7:00 a.m. and 8:00 p.m.

4. The clerk is directed to prepare a map illustrating the boundaries of each combined precinct, to post the map of the combined precincts in the administrative offices of the school district and to file a copy of the map and a certified copy of this resolution with the county auditor of each county in which the school district is located in whole or in part.

5. As required by Minnesota Statutes, Section 204B.16, Subdivision 1a, the clerk is hereby authorized and directed to give written notice of new polling place locations to all registered voters in the school district whose school district polling place locations have been changed. The notice must be a non-forwardable notice mailed at least twenty-five (25) days before the date of the first election to which it will apply.

# FORM A

## RESOLUTION OF GOVERNING BOARD SUPPORTING FORM A APPLICATION TO MINNESOTA STATE HIGH SCHOOL LEAGUE FOUNDATION

WHEREAS, the Minnesota State High School League Foundation was formed to provide support for Minnesota's high school youth to participate in athletics and fine arts;

WHEREAS, the Governing Board of **Fridley Public Schools** recognizes the value of student participation in extracurricular activities; and

WHEREAS, the MSHSL Foundation is offering grants and funding to assist schools in recognizing, promoting and funding extracurricular participation by high school students in athletic and fine arts programs.

THEREFORE, BE IT RESOLVED, that the Governing Board of **Fridley Public Schools** supports the school's application to the Minnesota State High School League Foundation for a **FORM A** grant to offset student activity fees.

Ross Meisner, Board Chair  
Date 11/8/2023

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Board Chair/Head of School

Jake Karnopp, Board Clerk  
Date 11/8/2023

\_\_\_\_\_  
Board Clerk – Treasurer/ Finance Director



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## 418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

### I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and controlled substances without a physician's prescription.

### II. GENERAL STATEMENT OF POLICY

- A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
- B. It shall be a violation of this policy for any student, teacher, administrator, other school district personnel, or member of the public to use alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), or controlled substances in any school location.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

### III. DEFINITIONS

- A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent of alcohol by volume.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.
- C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.
- D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by any route of administration.

- E. “Medical cannabis” means any species of the genus cannabis plant, or any mixture of preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method approved by the commissioner.
- F. “Possess” means to have on one’s person, in one’s effects, or in an area subject to one’s control.
- G. “School location” includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.
- H. “Toxic substances” includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the commissioner of health.
- I. “Use” includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.

#### IV. EXCEPTIONS

- A. It shall not be a violation of this policy for a person to bring onto a school location, for such person’s own use, a controlled substance which has a currently accepted medical use in treatment in the United States and the person has a physician’s prescription for the substance. The person shall comply with the relevant procedures of this policy.
- B. It shall not be a violation of this policy for a person to possess an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes, section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

#### V. PROCEDURES



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- A. Students who have a prescription from a physician for medical treatment with a controlled substance must comply with the school district's student medication policy.
- B. Employees who have a prescription from a physician for medical treatment with a controlled substance are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.
- C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.
- D. Employees are subject to the school district's drug and alcohol testing policies and procedures.
- E. Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the superintendent.
- F. No person is permitted to possess or use medical cannabis on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medical cannabis.
- G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes, section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

## VI. ENFORCEMENT

- A. Students
  - 1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids (including edible cannabinoid products),
  - 2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct



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individual or group counselling service, which may be provide by school based mental health services providers; and/or referral to law enforcement officials when appropriate.

3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

#### B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction.
2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.
3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.
4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

#### C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

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

- Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
- Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
- Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)Minn. Stat. § 152.22, subd. 6 (Definitions; Medical Cannabis; )
- Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
- Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
- Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
- Minn. Stat. § 609.684 (Abuse of Toxic Substances)



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Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)  
20 U.S.C. § 7101-7165 (Student Support and Academic Enrichment Grants)  
21 U.S.C. § 812 (Schedules of Controlled Substances)  
41 U.S.C. §§ 701-707 (Drug-Free Workplace Act)  
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)  
34 C.F.R. Part 85 (Government-Wide Requirements for Drug-Free Workplace)

***Cross References:***

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal  
of School District Employees)  
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)  
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)  
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco,  
Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention  
Instruction)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 516 (Student Medication)

Adopted as Policy 11.40 June 25, 1985  
Revised July 9, 1991  
Revised as Policy 418 October 16, 2007  
Reviewed August 20, 2013  
Revised November 21, 2017  
Revised October 18, 2022

## Alcohol on school grounds

Prophetess Nenilava Ministries <prophetessnenilavaministries@gmail.com>

Tue 2023-10-24 2:08 PM

To: School Board <schoolboard@Fridley.k12.mn.us>

### Caution:

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

PROPHETESS NENILAVA MINISTRIES

6100 W Moore Lake Dr NE, Fridley, MN 55432

To: Fridley School Board

From: Ramahefasony Donatien

Date: 10/24/2023

Re: Alcohol on school grounds

Dear School Board,

Prophetess Nenilava Ministries intends to continue meeting at Fridley Middle School, 6100 W Moore Lake Dr NE, Fridley, MN 55432 during the 2023-24 school year.

On behalf of Prophetess Nenilava Ministries, I would like to request an exception in your alcohol policy so that we may utilize wine in our celebration of the Lord's Supper (aka Communion or Eucharist).

For our purposes, we intend on making the bread and wine available on a weekly basis. We will store the wine off-site and will bring it in solely for this purpose. Additionally, we will have people assigned to the setup/cleanup of the wine on a weekly basis to ensure the bottles of wine are picked up or disposed of properly.

If you have questions for me or are in need of further information, please use my contact information below.

Thanks for your consideration.

Sincerely,

Pastor Ramahefasony Donatien  
Prophetess Nenilava Ministries

[prophetessnenilavaministries@gmail.com](mailto:prophetessnenilavaministries@gmail.com)

(651) 600 – 9045

# School Board Organization

School Board Officers	2023	2024
Chair	Meisner	
Vice-Chair	Adam	
Treasurer	Auna	
Clerk	Karnopp	
Director	Jones	
Director	Starck	

School Board Representatives	Meetings Per Year	2023	2024
<p>AMSD (Association of Metropolitan School Districts)</p> <ul style="list-style-type: none"> <li>The mission of AMSD is to advocate for state education policy that enables metropolitan school districts to improve student learning.</li> <li>Membership includes representation by the Superintendent and one School Board member from each school district on the AMSD Board of Directors.</li> </ul>	Board of Directors - 10 Monthly Meetings	Meisner  Karnopp – alternate	
Community Ed Advisory Council	5 meetings/year - Sept, Nov, Jan, March, May	Auna	
District Advisory Council (Special Education, Title, Indian Education)	4 meeting/year	Jones	
District Wellness Committee	4 meetings/year	Adam	
Fridley Public Schools Foundation	Trustee – 4-5 meetings/year	Meisner/Starck Volunteers: Auna, Karnopp	
<p>MSBA (Minnesota School Boards Association) Legislative Representative</p> <ul style="list-style-type: none"> <li>The mission of MSBA is to support, promote and enhance the work of public school boards and public education.</li> <li>The membership provides Minnesota school districts with services designed for School Board members and with model policies.</li> </ul>	<p>MSBA Legislative Committee – contact for MSBA to get information to the full board</p> <p>Serves as an MSBA legislative delegate. Delegate Convention 1.5 days per year.</p>	Karnopp	
<p>Minnesota State High School League</p> <ul style="list-style-type: none"> <li>Local Advisory Committee</li> </ul>	No set meetings	Karnopp	
<p>Northeast Metro School District 916</p> <ul style="list-style-type: none"> <li>NE Metro 916 is an intermediate school district offering specialized and shared programming that includes career and technical education, special education services, area learning centers and care and treatment.</li> </ul>	11 monthly meetings/year - Aug - June; Plus approximately 4 work sessions/ year as needed	Jones	
<p>NWSISD (Northwestern Suburban Integration School District)</p> <ul style="list-style-type: none"> <li>NWSISD is a Magnet Schools of Choice integration district with seven member districts.</li> </ul>	Joint Powers Board meeting every other month from Sep through June	Adam  Auna – alternate	
<p>SEE (Schools for Equity in Education)</p> <ul style="list-style-type: none"> <li>The mission of SEE is “Minnesota school districts working for greater equity and adequacy in public education funding.”</li> </ul>	5 general meetings during school year; plus, fall, spring, and summer regional meetings	Auna  Meisner – alternate	

### ***Annual School Board Authorizations***

a. SCHOOL BOARD COMMUNICATION

1) Official Newspaper for 2024-25

- a) Current and recommended designation is the Life News: Blaine/Spring Lake Park / Columbia Heights / Fridley edition

b. FINANCE AND BUSINESS

1) Official Depositories for 2024-25

- a) Current and recommended depositories are: Associated Bank, PMA Financial, and Minnesota Trust

2) Approved attorney firms for legal services as needed

3) Authorization for the treasurer to pay contracted salaries of school personnel upon the order of the district chair and clerk

4) Authorization for the treasurer to pay all special payroll wages upon the order of the district chair and clerk

5) Authorization for the treasurer to invest any temporary surplus funds in treasury notes, treasury bills, certificates of deposit or other securities authorized by Minnesota statutes

6) Authorization for the Superintendent and Director of Finance and Operations to use facsimile signatures of district officials for checks and orders

7) Authorization for the Superintendent and Director of Finance and Operations to utilize electronic transfer of investments and payments

8) Authorization for the Superintendent and Director of Finance and Operations to lease, purchase, and contract for goods and services within the budget as approved by the School Board

9) School district organizational memberships for 2024-25