

Business Meeting

Tuesday, March 19, 2024 7:30 PM

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

A. Call to Order, Pledge of Allegiance	Presenter: Board Chair
B. Approval of Agenda with Suggested Motions and Resolutions	Presenter: Board Chair
B.1. Suggested Motions and Resolutions	
C. Superintendent Report	Presenter: Superintendent Brenda Lewis
D. Business Action Items	
D.1. Motion: Approval to accept the bid and award the FHS Fire Alarm Project to Muska Electric	
D.2. Motion: Approval to accept the bid and award the FCC parking lot project to Minnesota Roadways	
D.3. Motion to approve the Stevenson Flooring Replacement Project 2024	
D.4. Motion: Approval to accept the bid and award the FHS walk in cooler replacement project to Boelter	
D.5. Resolution Providing For A Public Hearing to Consider Granting A Proposed Property Tax Abatement	
D.6. Motion: Approval of the Clerical, Media Clerks, Health Assistants, and Technology Assistants Master Agreement 2023-2025	
D.7. Motion: Approval of the Paraeducator Master Agreement 2023-2025	
D.8. Motion: Approval of the Fridley Administrators Master Agreement 2023-2025	
D.9. One Reading Needed Policies for Legislative Changes	
D.9.a. Policy 606.5 Library Materials (NEW)	Presenter: Dr. Jason Bodey
E. Consent Agenda	Presenter: Board Chair
E.1. Minutes of the School Board Business Meeting and Work Session Held on February 20, 2024	
E.2. Monthly Financial Reports	
E.3. New Contracts, Amendments, Leaves of Absence, Terminations, Resignations, and Retirements	
E.4. Aquatics Consortium with St. Anthony-New Brighton Public Schools 2024-2025	
E.5. Overnight Field Trip for Model UN to Minneapolis - April 2024	
E.6. Overnight Field Trip for Key Club to the MinnDak District Convention in Fargo - March 2024	
E.7. Radon Testing Results	
E.8. Signature authorization for Jason Mutzenberger, Janet Doman, Christa Zirbes, and Doug Stahl as	

authorized signatories for the district for their respective areas

F. Written Information

F.1. First Reading of Policies

F.1.a. Policy 522 Title IX Sex Nondiscrimination **Presenter:** Laura Seifert-Hertling

F.1.b. Policy 504 Student Dress & Appearance **Presenter:** Dr. Jason Bodey

G. Important Future School Board Dates

Presenter: Board Chair

G.1. RLS PTO Meeting

March 20, 2024 5:30 PM
Stevenson Elementary School

G.2. No School - Planning/Eval Day

March 22, 2024

G.3. No School - Spring Break

March 25-29, 2024

G.4. Hayes Better Together Parent Group Meeting

April 1, 2024 5:00 PM
Hayes Elementary School

G.5. School Board Work Session

April 2, 2024 5:30 PM
Fridley Community Center

G.6. Free Family Movie Night: Super Mario Bros.

April 5, 2024 7:00 PM
District Auditorium

G.7. No School - Eid

April 10, 2024

G.8. Fridley Public Schools Board Meeting

April 16, 2024
Work Session, 5:00 PM (<<--earlier start time)
Open Forum, 7:00 PM
Business Meeting, 7:30 PM
Fridley Community Center

H. Adjournment

Presenter: Board Chair

Tuesday, March 19, 2024
School Board Business Meeting
Motions

A. Call to Order, Pledge of Allegiance

B. Approval of Agenda with Suggested Motions and Resolutions

1. Suggested Motions and Resolutions

Suggested Motion: Motion by _____, seconded by _____ to approve the agenda for March 19, 2024.

C. Superintendent Report

D. Business Action Items

1. Motion: Approval to accept the bid and award the FHS Fire Alarm Project to Muska Electric

Suggested Motion: Motion by _____, seconded by _____, to accept the bid and award the FHS Fire Alarm Project to Muska Electric.

2. Motion: Approval to accept the bid and award the FCC parking lot project to Minnesota Roadways

Suggested Motion: Motion by _____, seconded by _____, to accept the bid and award the FCC parking lot project to Minnesota Roadways.

3. Motion: Approval of the Stevenson Flooring Replacement Project 2024

Suggested Motion: Motion by _____, seconded by _____, to approve the Stevenson Flooring Replacement Project 2024.

4. Motion: Approval to accept the bid and award the FHS walk in cooler replacement project to Boelter

Suggested Motion: Motion by _____, seconded by _____, to accept the bid and award the FHS walk in cooler replacement project to Boelter.

5. RESOLUTION: Providing For a Public Hearing to Consider Granting A Proposed Property Tax Abatement

Suggested Motion: Motion by _____, seconded by _____, to accept the resolution of providing for a public hearing to consider granting a proposed property tax abatement.

6. Motion: Approval of the Clerical, Media Clerks, Health Assistants, and Technology Assistants Master Agreement 2023-2025

Suggested Motion: Motion by _____, seconded by _____, to approve the Clerical, Media Clerks, Health Assistants, and Technology Assistants Master Agreement 2023-2025.

7. Motion: Approval of the Paraeducator Master Agreement 2023-2025

Suggested Motion: Motion by _____, seconded by _____, to approve the

Paraeducator Master Agreement 2023-2025.

8. Motion: Approval of the Fridley Administrators Master Agreement 2023-2025

Suggested Motion: Motion by _____, seconded by _____, to approve the Fridley Administrators Master Agreement 2023-2025.

9. Motion: Approve and adopt Policy 606.5 Library Materials

Suggested Motion: Motion by _____, seconded by _____, to approve and adopt Policy 606.5 Library Materials.

E. Consent Agenda

Suggested Motion: Motion by _____, seconded by _____ to approve the consent agenda including minutes of the work session and business meeting held on February 20, 2024; the Monthly Financial Reports; New Contracts, Amendments, Leaves of Absence, Resignations, Retirements, Lane Changes; Aquatics Consortium with St. Anthony-New Brighton Public Schools 2024-2025; Overnight Field Trip for Model UN to Minneapolis in April 2024; Overnight Field Trip for Key Club to MinnDak Conference in March 2024; Radon Testing Results; Signature authorization for Jason Mutzenberger, Janet Doman, Christa Zirbes, Douglas Stahl as authorized signatories for the district for their respective areas.

F. Written Information

1. First Reading of Policies

- a. **Policy 522 Title IX Sex Nondiscrimination**
- b. **Policy 504 Student Dress & Appearance**

G. Important Future School Board Dates

H. Adjournment

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



SUPERINTENDENT UPDATE

MARCH 19, 2024

PRESENTED BY: BRENDA LEWIS, Ph. D.

**FRIDLEY
PUBLIC
SCHOOLS
ISD 14**





R.L. STEVENSON

Principal Veronica Mathison

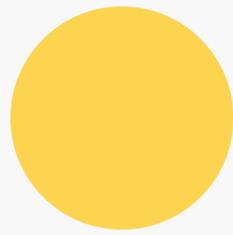


NATIONAL SCHOOL BREAKFAST WEEK



Fridley Middle School students were served breakfast by some special guests! Governor Tim Walz, Lieutenant Governor Peggy Flanagan, Minnesota Department of Education Commissioner Willie Jett, and USDA Food and Nutrition Service Administrator Cindy Long visited Fridley Middle School to help celebrate National School Breakfast Week and promote the impact of universal free school meals.





GROW YOUR OWN GRANT



MDE is reviewing our application for the FY25 Grow Your Own grant for funding opportunities!

FY 2025 GROW YOUR OWN GRANT

The GYO programs are partnerships between educator preparation programs, school districts and community organizations that recruit and prepare local community members to enter the teaching profession and teach in their communities! This grant will allow us to support our own GYO program and will increase and diversify the teacher workforce in the state of Minnesota.



HAYES ELEMENTARY

Principal Gaeli Iverson



THANK YOU!



FHS Fire Alarm Project

Description:

The HS Fire alarm system has been in the queue of projects. However, in September, 2024, we received a correction order from the fire marshal for several areas of the HS Fire Alarm system, which requires the system be updated as soon as possible. The bid process was initiated, with the bid opening taking place on February 27th, 2024. Three companies submitted bids for the project, and Muska Electric was the lowest responsible bidder. Documentation of the bidding process is included as part of this action item.

Administrative Recommendation:

It is recommended that the school board take action to accept the FHS Fire Alarm Project bid from Muska Electric for \$1,295,000.



March 1, 2024

Fridley Public Schools
6000 West Morre Lake Drive
Fridley, MN 55432

Re: Fridley High School Fire Alarm Project

To whom it may concern,
On February 27, 2024, bids were opened for the High School Fire Alarm Project. Below is a list of all bids received:

	Brothers Fire	Muska Electric	Egan
Addendum No. 1 Acknowledged		x	x
Bid Acknowledgement Form		x	x
5% Bid Security	x	x	x
Responsible Contractor Form		x	x
Base Bid	-----	1,295,000.000	651,610.00
Alternate No.1 – Cloud Software for Fire Alarm System	-----	300.00	720.00

The Engineer's opinion of probable construction costs was between \$900,000 and \$1,250,000.

Design Tree Engineering has reviewed and evaluated the bids that were submitted for completeness containing the necessary documentation:

Brothers Fire – Provided an uncomplete bid and thus rejected.

Egan – Design Tree Engineering performed due diligence and interviewed Egan to determine if they were comfortable with their bid. After discussions it was found that Egan missed several requirements of the Construction Documents. Egan has withdrawn their bid.

Based on the results of the bid, it is Design Tree Engineering's opinion that Muska Electric is the lowest responsible bidder, and it is our recommendation to accept the bid and award to Muska Electric.

Sincerely,
DESIGN TREE ENGINEERING & LAND SURVEYING



Aaron R. Mueller, PE, LEED AP, WELL AP
Vice President / Electrical Team Leader
arm@DTE-LS.com
763-270-6313

St. Cloud Office
3339 W. St. Germain St. #250
St. Cloud, MN 56301
320.217.5557

Alexandria Office
120 17th Ave. West
Alexandria, MN 56308
320.762.1290

Twin Cities Office
21308 John Milless Dr., Suite 104
Rogers, MN 55374
320.217.5557



FCC Parking Lot Project

Description:

The FCC parking lot is scheduled for reconstruction, which includes a water mitigation solution and drainage adjustments. The bidding process was implemented, and the bid opening for the project was held on March 6th, 2024. Five companies submitted bids for the project, and Minnesota Roadways, out of Shakopee, MN, was the lowest responsible bidder. Documentation of the bidding process is included as part of this action item.

Administrative Recommendation:

It is recommended that the school board take action to accept the FCC parking lot bid from Minnesota Roadways for \$611,500.



DESIGN TREE

engineering + land surveying

March 9, 2024

Fridley School District #14
6000 West Moore Lake Drive Northeast
Fridley, MN 55432

Regarding: 2024 FCC Improvements Parking Lot Reconstruction

Dear Fridley School District #14

On March 6, 2024, 5 bids were opened for the above referenced project. Minnesota Roadways Co. based out of Shakopee, Minnesota submitted the low bid for the project. Below is a list of all bids received for the project. All bidders also submitted the required bid bond and responsible contractor forms, which were required.

Company	Bid Amount
Minnesota Roadways Co.	\$611,500.00
Winberg Companies LLC	\$694,311.00
GMH Asphalt Corporation	\$729,900.00
Morcon Construction Co., Inc.	\$780,354.00
Urban Companies, LLC	\$1,045,000.00

Design Tree has reviewed and evaluated the bids that were submitted for completeness, math errors, the necessary documentation and spoken to the low bidder. Based on the price bid for the project, our evaluation of the bids, and the Contractor's experience in working on these types of projects, it is Design Tree's professional opinion that Minnesota Roadways Co. is the lowest responsible bidder for the project and our recommendation for the School District to accept the bid and award the contract for the 2024 FCC Improvements Parking Lot Reconstruction project to Minnesota Roadways Co.

The next step in the process, if the School District concurs with our recommendation, is to issue the Notice of Award. Design Tree will then send the Contracts to Minnesota Roadways Co., which will need to be submitted back to Design Tree along with the Payment Bond, Performance Bond and Certificate of Insurance for the project.

After reviewing the above information, if you should have any questions regarding the responses above, please feel free to contact me at (320) 227-0203 or at mjg@dte-ls.com.

Sincerely,
DESIGN TREE ENGINEERING, INC.



Michael Gerber, P.E.

Civil Engineer

Enc: Bid Tabulation



Stevenson Flooring Replacement Project 2024

Description:

Thirty three spaces and the media center at Stevenson Elementary have been identified for flooring replacement. Approximately 19,000 square feet of the flooring requires asbestos abatement, which completes the flooring abatement at Stevenson. Due to the number of spaces being impacted, the project also requires significant furniture moving. The project is scheduled to take place during the 2024 summer, and be completed for the start of the 2024-25 school year. Asbestos abatement was put out for bid through the Institute for Environmental Assessment (IEA). Flooring removal and installation, as well as furniture moving was obtained through state contract pricing.

Expenses:

- Asbestos Abatement will be completed by Dennis Environmental Operations (\$126,000)
 - Qualifies as an expense through LTFM (Health and Safety)
- Flooring removal, materials, and installation will be provided by Absolute Commercial Flooring (\$312,886)
 - Qualifies as an expense through LTFM (Deferred Maintenance)
- Furniture and Fixture moving will be completed by All Furniture (\$84,175)
 - Qualifies as an expense through Operating Capital.
- Flooring Project Management by APEX (\$35,360)
- Abatement Project Management by IEA (\$36,100)
 - Qualifies as expenses through LTFM

Recommendation:

Administration recommends the School Board approve this project as outlined above.



January 31, 2024

Board of Education
Fridley Public Schools
6000 West Moore Lake Drive
Fridley, MN 55432



*Providing Trusted
Health & Safety Solutions*

**RE: Stevenson Elementary School
Summer 2024 Asbestos Removal Project
IEA Project #202310954**

Dear Board Members:

On Tuesday, January 23, 2024, a total of seven (7) sealed bids were received for the Stevenson Elementary School – Summer 2024 Asbestos Removal Project. A copy of the Bid Tabulation is enclosed for your review.

As a result of the bid opening, **ECCO Midwest** is the low bidder for the **Lump Sum Base Bid** (chalkboards to be removed) at **\$146,400.00**.

However, if **Deduct Alternate #1** (chalkboards to remain) is accepted, **Dennis Environmental Operations** would become low bidder at **\$126,000.00**.

The post-bid submittal packages were received and have been reviewed. The Institute for Environmental Assessment (IEA, Inc.) finds no reason not to award the above-referenced project to either contractor.

Upon the District's decision to either accept or decline **Deduct Alternate #1**, IEA will notify the appropriate Contractor that Fridley Public Schools has accepted their bid to conduct work on the above-referenced project.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,
IEA, INC.

Michael Voss
Senior Project Manager

MV:mtv 013124

INSTITUTE FOR ENVIRONMENTAL ASSESSMENT, INC.
www.ieasafety.com

BROOKLYN PARK
9201 West Broadway, #600
Brooklyn Park, MN 55445
763-315-7900
FAX 763-315-7920
800-233-9513

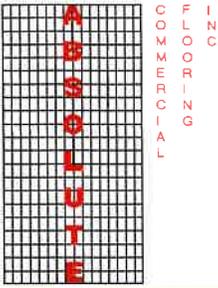
MANKATO
610 North Riverfront Drive
Mankato, MN 56001
507-345-8818
FAX 507-345-5301
800-233-9513

ROCHESTER
210 Woodlake Drive SE
Rochester, MN 55904
507-281-6664
FAX 507-281-6695
800-233-9513

BRAINERD
601 NW 5th Street, Ste. #4
Brainerd, MN 56401
218-454-0703
FAX 218-454-0703
800-233-9513

MARSHALL
1420 East College Drive
Marshall, MN 56258
507-476-3599
FAX 507-537-6985
800-233-9513

VIRGINIA
5525 Emerald Avenue
Mountain Iron, MN 55768
218-410-9521
FAX 763-315-7920
800-233-9513



9850 51st Ave. N. #106
 Minneapolis, MN 55442-3207
 763-746-8900
 763-746-8902 FAX
 www.absolutecf.com

Alternate #1 to Quote 24074

Native American, Woman-Owned

For: **Acct # 1078**
763 502-5019 Fax

Ship To:

ISD #14 Fridley Public Schools
6000 West Moore Lake Dr. NE
Fridley, MN 55432

Stevenson Elementary School Revised
Sourcewell
6080 East River Road
Fridley, MN 55432
Contact: Johnathan Spitzer 763 502-5008

Quote #

 Customer PO

 Contract #

 Date

 Sales Person1

 Sales Person2

Type	Product Description Labor Description	Color / Item Number Room
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Labor	Moisture Testing - Concrete Relative Humidity Testing of the concrete slab. Requires 5/8" holes to be drilled into the concrete and set for 24 hours.	
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Information

Total

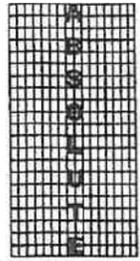
Grand Total	\$3,000.00
Deposit	Date <input type="text"/> Ck # <input type="text"/>

- Terms: 50% Down / Balance on Invoice.
- All material is factory ordered on a per project basis and non-cancelable from the manufacturers, consequently once a quote is accepted and approved for ordering, all material is non-cancelable.
- Sales tax is only charged on material only purchases. Unless bid documents state job is tax exempt, use tax will be included and sales tax is not required on installed projects. Additional tax may be required if tax rates change.
- Due to fluctuating material costs, we can only honor pricing on quotes for 30 days.
- Work to be done M-F, 7AM-3PM, unless noted.
- No take-up and disposal of existing flooring or adhesive is included, unless noted.
- No cleaning, vacuuming, protection of carpet or washing and waxing of vinyl are included, unless noted.
- Pricing is based on floors being ready to receive floor covering, unless otherwise noted.
- Estimate does not include any floor preparation or repair, which will be billed at \$115.00 per hour, plus materials.
- Reminder: Fresh paint marks easily. Some touchup may be required after flooring installation and is the responsibility of the customer.
- It is the owner's responsibility to move all furniture, unless noted.
- Estimate is per plans and specifications, sections 09650 & 09680, and blueprints dated _____, Estimate my change after field verification is completed.
- The use of low permeance vapor retarder is mandatory directly beneath any concrete slab that is to receive a directly adhered moisture sensitive finish. If an effective vapor retarder is not in place and intact directly beneath the slab, concrete dryness or moisture vapor emission testing is subject to significant variation AFTER the floor finishes are installed. Neither Absolute Commercial Flooring nor the manufacturer of the floor covering can be held responsible for moisture related distresses that develop after installation, when such damage is the result of excessive concrete moisture vapor emission and pre-installation testing indicated a suitably dry surface. This disclaimer applies to ALL moisture sensitive finishes and includes all types of flooring as well as poured in place coatings or any other material applied to the slab that inhibits or impedes the passage of moisture from the slab surface.
- All past due payments shall bear interest at a rate of eighteen percent (18%) per annum, but not to exceed the highest rate permitted by law, until paid in full. In accepting this quote, the customer agrees to pay all collection costs incurred, including reasonable attorney's fees. I/We accept these terms.

Continuation For: ISD #14 Fridley Public Schools, Quote # 24080

Type	Product Description Labor Description	Color / Item Number Room
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Buyer _____ Date _____ Seller _____ Date _____



9850 51st Ave. N. #106
 Minneapolis, MN 55442-3207
 763-746-8900
 763-746-8902 FAX
 www.absolutecf.com

Native American, Woman-Owned

Change Order Request of Project 6626

Acct # 1078
 For: 763 502-5019 Fax

Ship To:

ISD #14 Fridley Public Schools
 6000 West Moore Lake Dr. NE
 Fridley, MN 55432

Stevenson Elementary School Revised
 Sourcewell
 6080 East River Road
 Fridley, MN 55432
 Contact: Johnathan Spitzer

Quote #
 24505
 Customer PO
 Contract #
 Date
 2/8/2024
 Sales Person1
 Ken Rahier
 Sales Person2

Type	Product Description Labor Description	Color / Item Number Room
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Labor
Labor Remove & Dispose - Existing Carpet - Glue Down
Notes Remove existing flooring at media center, lab, storage,106,104,102,126,124,135,125,125A,123,123A

Labor
Labor Remove & Dispose - Existing VCT
Notes Remove vct

Labor
Labor Remove Existing Adhesive
Notes remove existing adhesive

Information	Total
	Grand Total \$24,432.00
	Date Ck #
	Deposit

- Terms: 50% Down / Balance on Invoice.
- All material is factory ordered on a per project basis and non-cancelable from the manufacturers, consequently once a quote is accepted and approved for ordering, all material is non-cancelable.
- Sales tax is only charged on material only purchases. Unless bid documents state job is tax exempt, use tax will be included and sales tax is not required on installed projects. Additional tax may be required if tax rates change.
- Due to fluctuating material costs, we can only honor pricing on quotes for 30 days.
- Work to be done M-F, 7AM-3PM, unless noted.
- No take-up and disposal of existing flooring or adhesive is included, unless noted.
- No cleaning, vacuuming, protection of carpet or washing and waxing of vinyl are included, unless noted.
- Pricing is based on floors being ready to receive floor covering, unless otherwise noted.
- Estimate does not include any floor preparation or repair, which will be billed at \$115.00 per hour, plus materials.
- Reminder: Fresh paint marks easily. Some touchup may be required after flooring installation and is the responsibility of the customer.
- It is the owner's responsibility to move all furniture, unless noted.
- Estimate is per plans and specifications, sections 09650 & 09680, and blueprints dated _____ Estimate my change after field verification is completed.
- The use of low permeance vapor retarder is mandatory directly beneath any concrete slab that is to receive a directly adhered moisture sensitive finish. If an effective vapor retarder is not in place and intact directly beneath the slab, concrete dryness or moisture vapor emission testing is subject to significant variation AFTER the floor finishes are installed. Neither Absolute Commercial Flooring nor the manufacturer of the floor covering can be held responsible for moisture related distresses that develop after installation, when such damage is the result of excessive concrete moisture vapor emission and pre-installation testing

Continuation For: ISD #14 Fridley Public Schools, Quote # 24505

Type	Product Description Labor Description	Color / Item Number Room
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indicated a suitably dry surface. This disclaimer applies to ALL moisture sensitive finishes and includes all types of flooring as well as poured in place coatings or any other material applied to the slab that inhibits or impedes the passage of moisture from the slab surface.
-All past due payments shall bear interest at a rate of eighteen percent (18%) per annum, but not to exceed the highest rate permitted by law, until paid in full. In accepting this quote, the customer agrees to pay all collection costs incurred, including reasonable attorney's fees. I/We accept these terms.

Buyer *Gunda Davis* Date *02-09-2024* Seller _____ Date _____



6601 Shingle Creek Parkway, Suite 400, Brooklyn Center, MN 55430

Stevenson Elementary

Moving:

- Deliver packing material
- Remove classrooms and furniture
- Computers and electronics moved by customer
- Furniture to be staged in gym area
- No work in general office area
- Work to be regular hours

Classrooms:

- Move out to gym

Labor: 33 classrooms \$26,400

- Replace classrooms from gym

Labor: 33 classrooms \$26,400

\$52,800

Library:

- Staff to pack books for moving
- Relocate shelving and books to gym
- Teardown shelving and cabinets
- Relocate to gym
- Does not include back-office built-ins

Move Out: \$6,300

Move Back: \$7,900

\$14,200

Packing: (Alternative)

- Alternate to pack books in library
- Customer to provide supervision
- Assumes 650-700 boxes

Packing: \$3,800

Unpacking: \$4,200

Materials:

- 2000 1.5 cartons @ \$2.00 each \$4,000
- 75 rolls tape @ \$2.00 each \$ 150
- 15 rolls labels @ \$25.00 each \$ 375

\$4,525

Additional:

- Provide and install 160 sheets of masonite floor protection in gym area
- To cover approximately 5,000 sq ft

Labor: \$4,650

\$84,175



9850 51st Ave. N. #106
 Minneapolis, MN 55442-3207
 763-746-8900
 763-746-8902 FAX
 www.absolutecf.com

Native American, Woman-Owned

Order # 6620
 Quote

Quote #	24074
Customer PO	
Contract #	
Date	10/23/2023
Sales Person1	Ken Rahier
Sales Person2	

For: **Acct # 1078**
763 502-5019 Fax

Ship To:

ISD #14 Fridley Public Schools
6000 West Moore Lake Dr. NE
Fridley, MN 55432

Stevenson Elementary School Revised
Sourcewell
6080 East River Road
Fridley, MN 55432
Contact: Johnathan Spitzer 763 502-5008

Type	Product Description Labor Description	Color / Item Number Room
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Carpet Tile		
Materials	Custom AE312 50cm x 50cm Carpet Tile	272625-003
Labor	Install Carpet Tile - Quarter Turn	CPT-1
Notes	Carpet tile	

Adhesive		
Materials	Interface XL Brand 2000 Plus PSA 4 Gal	
Notes	Carpet tile adhesive	

Vinyl Tile (Luxury)		
Materials	Function 2.5 4386V 18 x 18 LVT	Pebble 86504
Labor	Install - Luxury Vinyl Plank - Glue Down	LVT-1
Notes	LVT	

Adhesive		
Materials	Shaw LokWorx + Premium Resilient LVT Adhesive 4 Gal	
Notes	LVT Adhesive	

Wall Base		
Materials	4" Straight Vinyl Base 1/8 Gauge CBT-XX	Burnt Umber 63
Labor	Install - Vinyl Straight Base	
Notes	straight base at carpet tile	

Wall Base		
Materials	4" Cove Vinyl Base 1/8 Gauge CB-XX	Burnt Umber 63
Labor	Install - Vinyl Coved Base	
Notes	Cove base at Hard surface	

Adhesive		
Materials	Henry's 440 Cove Base Adhesive 4 Gal	
Notes	Wall base adhesive	

Transitions		
Materials	CTA-XX-A 1/4" CPT to 1/8" Resilient	
Labor	Install Transitions	
Notes	Transitions	

Labor		
Labor	Caulking at ceramic tile base	
Notes	Caulking at ceramic tile base	

Continuation For: ISD #14 Fridley Public Schools, Quote # 24074

Type	Product Description Labor Description	Color / Item Number Room
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Accessories

- Materials** Ardex Feather Finish 10 Lb.
- Labor** Skimcoat Floor - Install Ardex Feather Finish
- Notes** Ramping at ceramic tile bathrooms

Accessories

- Materials** Ardex Feather Finish 10 Lb.
- Labor** Skimcoat Floor - Install Ardex Feather Finish
- Notes** Floor prep base on one skim coat at LVT and 30% of the floor requiring at at the carpet tile

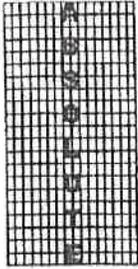
Information

Total

Grand Total	\$198,530.00			
Deposit	<table border="1" style="width: 100%;"> <tr> <td style="width: 20%;">Date</td> <td style="width: 20%;">Ck #</td> <td style="width: 60%;"> </td> </tr> </table>	Date	Ck #	
Date	Ck #			

- Terms: 50% Down / Balance on Invoice.
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- No take-up and disposal of existing flooring or adhesive is included, unless noted.
- No cleaning, vacuuming, protection of carpet or washing and waxing of vinyl are included, unless noted.
- Pricing is based on floors being ready to receive floor covering, unless otherwise noted.
- Estimate does not include any floor preparation or repair, which will be billed at \$115.00 per hour, plus materials.
- Reminder: Fresh paint marks easily. Some touchup may be required after flooring installation and is the responsibility of the customer.
- It is the owner's responsibility to move all furniture, unless noted.
- Estimate is per plans and specifications, sections 09650 & 09680, and blueprints dated _____, Estimate my change after field verification is completed.
- The use of low permeance vapor retarder is mandatory directly beneath any concrete slab that is to receive a directly adhered moisture sensitive finish. If an effective vapor retarder is not in place and intact directly beneath the slab, concrete dryness or moisture vapor emission testing is subject to significant variation AFTER the floor finishes are installed. Neither Absolute Commercial Flooring nor the manufacturer of the floor covering can be held responsible for moisture related distresses that develop after installation, when such damage is the result of excessive concrete moisture vapor emission and pre-installation testing indicated a suitably dry surface. This disclaimer applies to ALL moisture sensitive finishes and includes all types of flooring as well as poured in place coatings or any other material applied to the slab that inhibits or impedes the passage of moisture from the slab surface.
- All past due payments shall bear interest at a rate of eighteen percent (18%) per annum, but not to exceed the highest rate permitted by law, until paid in full. In accepting this quote, the customer agrees to pay all collection costs incurred, including reasonable attorney's fees. I/We accept these terms.

Buyer _____ Date _____ Seller _____ Date _____



ABSOLUTE
CARPET

9850 51st Ave. N. #106
Minneapolis, MN 55442-3207
763-746-8900
763-746-8902 FAX
www.absolutecf.com

Quote

6699

Quote #	24240
Customer PO	
Contract #	
Date	12/4/2023
Sales Person1	Ken Rahier
Sales Person2	

Native American, Woman-Owned

Acct # 1078
For 763 502-5019 Fax

Ship To:

ISD #14 Fridley Public Schools
6000 West Moore Lake Dr. NE
Fridley, MN 55432

Stevenson Elementary
6080 East River Road
Fridley, MN 55432

Type	Product Description Labor Description	Color / Item Number Room
Carpet	Materials Super Nop 52oz 13'2" Labor Broadloom - Direct Glue Notes Door 2 walk off Charcoal	Charcoal
Carpet	Materials Super Nop 52oz 13'2" Labor Install Logo Notes Gold "F" Door 2	Gold
Adhesive	Materials XL Brands - Gold Stix BL Adh 4 Gal	
Area Rugs	Materials Fabricate Logo	
Transitions	Materials EG-XX-H 1/4" CPT Edge Guard Labor Install Transitions	Black 40
Labor	Labor Remove & Dispose - Existing Carpet Tile Notes removal of existing	

Information	Total
	Grand Total \$3,475.00
	Date Ck #
	Deposit

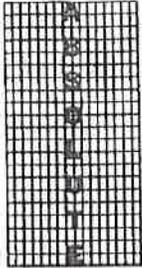
-Terms: 50% Down / Balance on Invoice.
 -All material is factory ordered on a per project basis and non-cancelable from the manufacturers, consequently once a quote is accepted and approved for ordering, all material is non-cancelable.
 -Sales tax is only charged on material only purchases. Unless bid documents state job is tax exempt, use tax will be included and sales tax is not required on installed projects. Additional tax may be required if tax rates change.
 -Due to fluctuating material costs, we can only honor pricing on quotes for 30 days.

Continuation For: ISD #14 Fridley Public Schools, Quote # 24240

Type	Product Description Labor Description	Color / Item Number Room
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- Work to be done M-F, 7AM-3PM, unless noted.
- No take-up and disposal of existing flooring or adhesive is included, unless noted.
- No cleaning, vacuuming, protection of carpet or washing and waxing of vinyl are included, unless noted.
- Pricing is based on floors being ready to receive floor covering, unless otherwise noted.
- Estimate does not include any floor preparation or repair, which will be billed at \$115.00 per hour, plus materials.
- Reminder: Fresh paint marks easily. Some touchup may be required after flooring installation and is the responsibility of the customer.
- It is the owner's responsibility to move all furniture, unless noted.
- Estimate is per plans and specifications, sections 09650 & 09680, and blueprints dated _____, Estimate my change after field verification is completed.
- The use of low permeance vapor retarder is mandatory directly beneath any concrete slab that is to receive a directly adhered moisture sensitive finish. If an effective vapor retarder is not in place and intact directly beneath the slab, concrete dryness or moisture vapor emission testing is subject to significant variation AFTER the floor finishes are installed. Neither Absolute Commercial Flooring nor the manufacturer of the floor covering can be held responsible for moisture related distresses that develop after installation, when such damage is the result of excessive concrete moisture vapor emission and pre-installation testing indicated a suitably dry surface. This disclaimer applies to ALL moisture sensitive finishes and includes all types of flooring as well as poured in place coatings or any other material applied to the slab that inhibits or impedes the passage of moisture from the slab surface.
- All past due payments shall bear interest at a rate of eighteen percent (18%) per annum, but not to exceed the highest rate permitted by law, until paid in full. In accepting this quote, the customer agrees to pay all collection costs incurred, including reasonable attorney's fees. I/We accept these terms.

Buyer Brenda Lewis Date 12-07-2023 Seller _____ Date _____



ABSOLUTE
CARPET
INSTALLATION
INC.

9850 51st Ave. N. #108
Minneapolis, MN 55442-3207
763-746-8900
763-746-8902 FAX
www.absolutecf.com

Native American, Woman-Owned

Quote
6702

Quote #	24243
Customer PO	
Contract #	
Date	12/4/2023
Sales Person1	Ken Rahier
Sales Person2	

Acct # 1078
For: 763 502-5019 Fax

Ship To:

ISD #14 Fridley Public Schools
6000 West Moore Lake Dr. NE
Fridley, MN 55432

Stevenson Elementary
6080 East River Road
Fridley, MN 55432

Type	Product Description Labor Description	Color / Item Number Room
Carpet	Materials Super Nop 52oz 13'2" Labor Broadloom - Direct Glue Notes Door 6 walk off Charcoal	Charcoal
Carpet	Materials Super Nop 52oz 13'2" Labor Install Logo Notes Gold "F" Door 6	Gold
Adhesive	Materials XL Brands - Gold Stix BL Adh 4 Gal	
Area Rugs	Materials Fabricate Logo	
Transitions	Materials EG-XX-H 1/4" CPT Edge Guard Labor Install Transitions	Black 40
Labor	Labor Remove & Dispose - Existing Carpet Tile Notes removal of existing	

Information	Total	
	Grand Total	\$4,633.00
	Date	
	Ck #	
Deposit		

-Terms: 50% Down / Balance on Invoice.
 -All material is factory ordered on a per project basis and non-cancelable from the manufacturers, consequently once a quote is accepted and approved for ordering, all material is non-cancelable.
 -Sales tax is only charged on material only purchases. Unless bid documents state job is tax exempt, use tax will be included and sales tax is not required on installed projects. Additional tax may be required if tax rates change.
 -Due to fluctuating material costs, we can only honor pricing on quotes for 30 days.

Continuation For: ISD #14 Fridley Public Schools, Quote # 24243

Type	Product Description Labor Description	Color / Item Number Room
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- Work to be done M-F, 7AM-3PM, unless noted.
- No take-up and disposal of existing flooring or adhesive is included, unless noted.
- No cleaning, vacuuming, protection of carpet or washing and waxing of vinyl are included, unless noted.
- Pricing is based on floors being ready to receive floor covering, unless otherwise noted.
- Estimate does not include any floor preparation or repair, which will be billed at \$115.00 per hour, plus materials.
- Reminder: Fresh paint marks easily. Some touchup may be required after flooring installation and is the responsibility of the customer.
- It is the owner's responsibility to move all furniture, unless noted.
- Estimate is per plans and specifications, sections 09650 & 09680, and blueprints dated _____, Estimate my change after field verification is completed.
- The use of low permeance vapor retarder is mandatory directly beneath any concrete slab that is to receive a directly adhered moisture sensitive finish. If an effective vapor retarder is not in place and intact directly beneath the slab, concrete dryness or moisture vapor emission testing is subject to significant variation AFTER the floor finishes are installed. Neither Absolute Commercial Flooring nor the manufacturer of the floor covering can be held responsible for moisture related distresses that develop after installation, when such damage is the result of excessive concrete moisture vapor emission and pre-installation testing indicated a suitably dry surface. This disclaimer applies to ALL moisture sensitive finishes and includes all types of flooring as well as poured in place coatings or any other material applied to the slab that inhibits or impedes the passage of moisture from the slab surface.
- All past due payments shall bear interest at a rate of eighteen percent (18%) per annum, but not to exceed the highest rate permitted by law, until paid in full. In accepting this quote, the customer agrees to pay all collection costs incurred, including reasonable attorney's fees. I/We accept these terms.

Buyer Brenda Lewis Date 12-07-2023 Seller _____ Date _____

Purchase Order Number

8102400029



Due Date: 11/07/2023
Ship Date: 11/07/2023
Fiscal Year: 2023-2024

VENDOR:

IEA Institute For Environmental
Assessment
9201 W Broadway Ave N Suite 600
Brooklyn Park, MN 55445
Phone Number: 763-315-7900
accounting@ieainstitute.com

DELIVER TO:

Fridley Public Schools Accounts Payable
Department
6000 W Moore Lake Dr
Fridley, MN 55432

INVOICED TO:

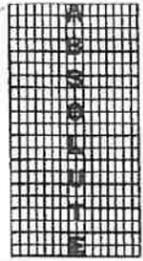
Fridley Public Schools Accounts Payable
Department
6000 W Moore Lake Dr
Fridley, MN 55432

Purchase Order Description: Management of asbestos Abatement

Quantity	Unit	Description	Catalog Item	Unit Cost	Line Amount
1.0000		Management of asbestos Abatement		\$36,100.00	\$36,100.00
				Total:	\$36,100.00

Approved by:

Brenda Lewis



9850 51st Ave. N. #106
 Minneapolis, MN 55442-3207
 763-746-8900
 763-746-8902 FAX
 www.absolutecf.com

Change Order Request of Project 6626

Native American, Woman-Owned

Acct # 1078
 For: 763 502-5019 Fax

Ship To:

ISD #14 Fridley Public Schools
 6000 West Moore Lake Dr. NE
 Fridley, MN 55432

Stevenson Elementary School Revised
 Sourcewell
 6080 East River Road
 Fridley, MN 55432
 Contact: Johnathan Spitzer

Quote #
24503
 Customer PO
 Contract #
 Date
2/8/2024
 Sales Person1
Ken Rahier
 Sales Person2

Type	Product Description Labor Description	Color / Item Number Room
Vinyl Tile (Luxury)		
Materials	Function 2.5 4386V 18 x 18 LVT	Pebble 86504
Labor	Install - Luxury Vinyl Plank - Glue Down	
Notes	Per Veronica change room 118,121 from carpet to lvt	
Carpet Tile		
Materials	Custom AE312 50cm x 50cm Carpet Tile	272625-003
Labor	Install Carpet Tile	
Notes	Per Veronica change room 116 from Lvt to carpet	
Adhesive		
Materials	Shaw 4200 Resilient Adhesive 4 gal 164CA -Tile (formerly LokWorx+Resilient)	
Notes	LVT adhesive	
Adhesive		
Materials	Interface 2000 Plus XL Grid-Set Adh 4 Gal	
Notes	carpet tile adhesive	
Accessories		
Materials	Ardex Feather Finish 10 Lb.	
Labor	Skimcoat Floor - Install Ardex Feather Finish	
Notes	floor prep	
Wall Base		
Materials	4" Cove Vinyl Base 1/8 Gauge CB-XX	Burnt Umber 63
Notes	wall base at Lvt	
Wall Base		
Materials	4" Cove Vinyl Base 1/8 Gauge CB-XX	Burnt Umber 63
Notes	wall base at carpet	

Continuation For: ISD #14 Fridley Public Schools, Quote # 24503

Type	Product Description Labor Description	Color / Item Number Room
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Information	Total
	Grand Total \$20,157.00
	Deposit <input type="text"/> Date <input type="text"/> Ck # <input type="text"/>

- Terms: 50% Down / Balance on Invoice.
- All material is factory ordered on a per project basis and non-cancelable from the manufacturers, consequently once a quote is accepted and approved for ordering, all material is non-cancelable.
- Sales tax is only charged on material only purchases. Unless bid documents state job is tax exempt, use tax will be included and sales tax is not required on installed projects. Additional tax may be required if tax rates change.
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- Pricing is based on floors being ready to receive floor covering, unless otherwise noted.
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- All past due payments shall bear interest at a rate of eighteen percent (18%) per annum, but not to exceed the highest rate permitted by law, until paid in full. In accepting this quote, the customer agrees to pay all collection costs incurred, including reasonable attorney's fees. I/We accept these terms.

Buyer Brenda Lewis Date 02 09 2024 Seller _____ Date _____



High School Cooler Replacement

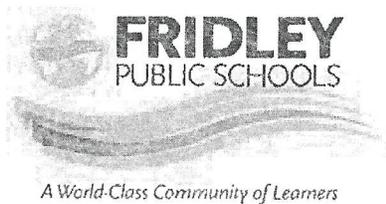
Description:

The Fridley High School kitchen walk-in cooler is scheduled to be replaced. The project also requires asbestos abatement of the current cooler. The request for quotes process was implemented and reviewed on February 23, 2024. Three companies submitted bids for the project, and Boelter was the lowest responsible bidder. Documentation of the bidding process is included as part of this action item. Asbestos abatement will need to take place as well. The bidding process will be scheduled to be completed by the Institute for Environmental Assessment (IEA) with abatement estimated at between \$22,650 and \$28,650.

Administrative Recommendation:

It is recommended that the school board take action to accept the Boelter bid for the cooler and the abatement estimate from IEA.





Renee Arbogast RDN SNS
Director of Nutritional Services

FRIDLEY PUBLIC SCHOOLS
6000 West Moore Lake Drive | Fridley, MN
55432
Phone: 763-502-5022 | Fax: 763-502-5050

Date: March 8, 2024

RE: High School Walk-In Cooler Replacement Project

Dear Dr. Lewis,

On February 23, 2024, the request for quotation documents was reviewed for the Fridley High School walk-in cooler replacement project. The current refrigerator is leaking water, is original to the building and has had numerous costly repairs in recent years. It is recommended that the new walk-in cooler be purchased from Boelter Priemer. This recommendation was also reviewed with Jason Mutzenberger of CESO.

Company	Date Received	Cooler Cost	Freight Cost	Installation Cost	Total Cost	Match Specification
Boelter	2/22/2024	\$ 40,733.00	\$ 940.00	\$59,240.00	\$100,913.00	Yes
Stragetic TriMark	2/22/2024	\$ 42,727.80	\$ 990.00	\$57,821.76	\$101,539.56	Yes
Culinex	2/16/2024	\$ 46,916.80	\$1,000.00	\$59,688.00	\$107,604.80	Yes

Regards,

Renee Arbogast RDN SNS
Director of Nutritional Services Fridley Public Schools

IEA, INC.

PROPOSAL



Contact Us:

BROOKLYN PARK OFFICE

9201 W. BROADWAY, #600
BROOKLYN PARK, MN 55445
763-315-7900

MANKATO OFFICE

610 N. RIVERFRONT DRIVE
MANKATO, MN 56001
507-345-8818

ROCHESTER OFFICE

210 WOOD LAKE DRIVE SE
ROCHESTER, MN 55904
507-281-6664

BRAINERD OFFICE

601 NW 5TH ST. SUITE #4
BRAINERD, MN 56401
218-454-0703

MARSHALL OFFICE

1420 EAST COLLEGE DRIVE
MARSHALL, MN 56258
507-476-3599

VIRGINIA OFFICE

5525 EMERALD AVENUE
MOUNTAIN IRON, MN 55768
218-410-9521

www.ieasafety.com

800-233-9513

Asbestos Project Design, On-Site Monitoring, and Project Management for Fridley Public Schools

FEBRUARY 9, 2024

PROPOSAL #11928

Asbestos Project Design, On-Site Monitoring & Project Management Fridley High School – Cooler/Freezer Demolition

PROPOSAL PROVIDED TO:

Jonathan Spitzer
Director of Buildings and Grounds
Fridley Public Schools
6000 West Moore Lake Drive
Fridley, MN 55432
Phone: 763-502-5008
E-mail: jonathan.spitzer@fridley.k12.us

PROPOSAL CONTACT:

Michael Voss
Senior Project Manager
IEA, Inc.
9201 West Broadway Avenue North
Brooklyn Park, MN 55445
Phone: 763-315-7900
E-mail: mike.voss@ieasafety.com

PROJECT INTRODUCTION

IEA, Inc. (IEA) is pleased to provide this proposal for asbestos project design, on-site monitoring, and project management for the Fridley High School Cooler/Freezer Abatement Project.

SCOPE OF WORK

Asbestos project design for includes:

- Determination of scope of work
- Development of project specification including engineering controls, removal procedures, disposal, insurance, and bonding

Asbestos on-site monitoring and project management includes:

- Coordination of pre-bid conference
- Review of contractor submittals, references, and qualifications
- Submittal of contractor award recommendation/documentation to owner
- Project management prior to and for the duration of the asbestos removal project
- On-site air monitoring to include four (4), eight (8)-hour days on-site, duration air samples, and one (1) TEM air clearance sample set.
- Development and submittal of final report to Jonathan Spitzer

LIMITATIONS & ASSUMPTIONS

Abatement shall be performed by a Licensed Asbestos Contractor under a separate contract. Abatement Contractor costs are estimated to be in the **\$15,000 to \$20,000** range.

COMPENSATION

The specification will be billed at a flat rate of **\$1,950**. IEA's fee associated with project design, on-site monitoring, and project management will be billed on a time-and materials (T&M) basis and is estimated to be in the range of **\$5,700 to \$6,700**.

For project work beyond the services outlined in this proposal and/or any changes to the agreed upon scope of work, IEA will obtain approval through a client-authorized change order.

SCHEDULE

IEA's services will commence immediately upon receipt of the signed proposal. IEA will schedule this project through Jonathan Spitzer.

Asbestos Project Design, On-Site Monitoring & Project Management Fridley High School – Cooler/Freezer Demolition

PROPOSAL TERMS

Terms on payment of services are net 30 days after invoicing, with interest added to unpaid balances. Please review the attached General Conditions, which are a part of this proposal, for more detail.

AUTHORIZATION TO PROCEED

We appreciate the opportunity to present this proposal for Project Design, On-Site Monitoring, and Project Management services. Please sign this authorization to proceed and e-mail to mike.voss@ieasafety.com. Retain the original for your records. We will begin the project at the time we receive this written documentation to proceed.

IEA, Inc.



Michael Voss
Senior Project Manager

Please proceed according to the above stated fees, terms, attached General Conditions, and this Proposal #11928 dated February 9, 2024.

Printed Name

Authorized Signature

Date

UFARS Code or PO Number (if applicable)

Appendix A

General Conditions

General Conditions

The word "Consultant" refers to the Institute for Environmental Assessment ("IEA"), the contracting company is referred to as the "Client". Client agrees to be bound by these General Conditions by accepting the Proposal and engaging Consultant.

The Agreement with you, the Client, is comprised of this Agreement and accompanying written proposal.

1. Scope of Work

Consultant will furnish and perform the professional services specified in Consultant's proposal (the "Proposal"). The services as set forth in the Proposal (the "Services") will be provided by Consultant's personnel at the location of the Client (the "Site") (hereinafter referred to as the "Project"). If any portion of the Proposal is inconsistent with this Agreement, the terms of this Agreement shall control:

Consultant's obligation to perform the Services shall terminate upon delivery of a final report within 45 days of Project completion.

In addition to the Proposal, Consultant and Client agree as follows:

A. Right of Access

Unless otherwise agreed in writing, Client will furnish Consultant with right-of-access to the Site and accurate information necessary to conduct the Services, as requested by Consultant.

B. Confidential & Proprietary Information

The Consultant and Client agree not to disclose to others or use any confidential or proprietary information or trade secrets of the other, which may become known to each prior to, during or after the performance of this Agreement without the prior written consent of the other. "Confidential or propriety information" and "trade secrets" shall mean any information about the other which is neither publicly known nor legally accessible to the other parties from third parties. Prior to the disclosure of any such confidential or proprietary information or trade secrets, each shall obtain the written approval of the other.

C. General

Consultant warrants that the Services it performs under this Agreement will be performed with the care and skill ordinarily exercised by reputable members of its profession practicing under similar conditions during the period of this Agreement and in the same or similar locality. The AIHA-certified IEA laboratory will perform PCM analysis if specified. Other field PCM analysis will be completed by laboratory-approved field technicians, generally under AAR Guidelines.

2. Payment for Services

A. Fee Schedule & Maximum Costs

The fee schedule in the Proposal specifies the amounts due to Consultant from Client for its Services performed under this Agreement.

B. Schedule of Payment

Invoices will be submitted to Client once a month for services performed during the prior month. Payment to Consultant is due upon presentation to Client, and past due after thirty (30) days of receipt of the invoice, in which case a service fee of 1.5% monthly shall be added to the invoice, unless specifically arranged otherwise by Consultant and communicated in writing. Client reserves the right to question any item on any invoice and Consultant agrees, upon Client's request, to supply such documentation as is necessary to reasonably justify such invoice amount to Client's reasonable satisfaction. Client agrees to pay Consultant any costs of collection including reasonable attorneys' fees and costs if payment for Services are not made when due.

C. Expert Fee Expenses

If Client requests Consultant to participate on behalf of Client in litigation regarding the subject matter of this Agreement, Client agrees to pay all of Consultant's expenses arising therefrom at the prevailing rate for Consultant's time plus out-of-pocket costs and expenses, including reasonable attorney fees incurred by Consultant in conjunction with the participation.

3. Indemnity & Insurance

A. Indemnity

Consultant shall indemnify and hold harmless Client against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Consultant, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Consultant, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Consultant's proportion of the total fault which directly caused the damages. Client shall indemnify and hold harmless Consultant against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Client, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Client, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Client's proportion of the total fault which directly caused the damages.

B. Limitation of Liability

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 1(C) HEREOF, CONSULTANT DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER CONSULTANT OR CLIENT BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER FOR BREACH OF ANY WARRANTY, FOR BREACH OR REPUDIATION OF ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, FOR NEGLIGENCE ON THE BASIS OF STRICT LIABILITY OR OTHERWISE.

General Conditions (cont'd)

C. Insurance

- (1) Consultant carries coverage and limits of liability insurance as follows:
 - (a) Workers Compensation with statutory limits.
 - (b) Employers' Liability with a minimum policy limit of \$1,000,000.00.
 - (c) Comprehensive General Liability with the following coverage:
 - I. Limit \$1,000,000.00 per occurrence
 - II. \$2,000,000.00 general aggregate
 - III. \$2,000,000.00 products completed/ operations aggregate
 - IV. \$1,000,000.00 personal and advertising injury
 - V. \$300,000.00 fire Damage (any one fire)
 - VI. \$25,000.00 medical expenses (any one person)
 - (d) Automobile insurance covering all owned, non-owned or hired automobiles used in connection with the work covering bodily injury and property damage with a minimum combined occurrence limit of \$1,000,000.00
 - (e) Professional Liability (claims made) with the following coverage:
\$1,000,000.00 per occurrence
 - (f) Contractor Pollution Liability (claims made):
\$1,000,000.00 each occurrence
 - (g) Umbrella Liability.
\$5,000,000.00 each occurrence
- (2) Client (or Owner if applicable), Subcontractors and Agents agree to provide Consultant, upon request, Certificate(s) of Insurance signed by the insurer evidencing insurance for premise liability, general liability, auto and workers comp. equal or greater than those limits carried by the Consultant.

- (3) Consultant shall promptly deliver to Client (or Owner if applicable), upon request, certificate(s) of insurance signed by the insurer for the policies described in (3) (C) above, or certified copies of such insurance policies indicating the existence of such coverage. IEA must be listed as both certificate holder and insured, or additional insured on each certificate of insurance.

4. Assignment

This Agreement shall not be assigned by Consultant without prior written consent of the Client.

5. Independent Contractor

Consultant is an independent Contractor and shall not be considered an employee, partner or joint venturer of the Client for any purpose.

6. Restriction to hire employees of Consultant

Client agrees to refrain from hiring, contracting, or retaining the services of Consultant's employees during or within 12 months after the termination of Consultant's services. If Client hires an employee of Consultant in violation of this Section 6 without Consultant's written consent, Client shall pay Consultant a placement fee equal to twenty-five percent (25%) of such employee's annual wages.

7. Notices

Any notice under this Agreement shall be in writing and shall be deemed to be properly given when delivered to an officer of Client or the Consultant's Chief Financial Officer, as the case may be, at their addresses as set forth in the Proposal. The courts located in the State of Minnesota shall have exclusive jurisdiction in any actions commenced by Consultant or Client in connection with this Agreement, the Project or the Services.

8. Applicable Law

This Agreement shall be governed by and construed under the laws of the State of Minnesota. Parties agree to participate in pre-suit mediation prior to commencement of an action.

9. Extent of Agreement

This Agreement, together with the Proposal, represents the entire Agreement between Client and Consultant, and supersedes all prior obligations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument, dated and executed by both Client and Consultant.

10. Termination

Upon completion of the Project, Consultant will, at Client's request, deliver to Client or its designee all records, documents or materials in its possession or control of Consultant which are owned by Client. The obligations and provisions of Sections 1B, 2, 3, 5, 6 and 10 shall survive completion of the Project or termination of this Agreement.

EXTRACT OF MINUTES
OF MEETING OF SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 14
(FRIDLEY PUBLIC SCHOOLS)
ANOKA COUNTY MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 14 (Fridley Public Schools), Anoka County, Minnesota, was duly held in the School District on March 19, 2024, at 7:30 o'clock p.m.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution, and moved its adoption:

**RESOLUTION PROVIDING FOR A PUBLIC HEARING
TO CONSIDER GRANTING A PROPOSED PROPERTY TAX ABATEMENT**

BE IT RESOLVED, by the School Board (the “Board”) of Independent School District No. 14 (Fridley Public Schools), Anoka County, Minnesota (the “District”) as follows:

1. The School Board hereby finds and determines that a public hearing shall be held, pursuant to Minnesota Statutes, Section 469.1813, Subdivision 5, to consider granting an abatement of certain property taxes levied against net tax capacity (the “Proposed Property Tax Abatement”) imposed by the District for taxes payable in 2025 through 2034 on the following properties within the District boundaries (identified by property identification number):

PROPERTY ID NUMBERS

14-30-24-31-0102

03-30-24-43-0005

2. The purpose of granting the Proposed Property Tax Abatement is to provide funds to finance the construction of and improvements to parking lots at various sites in the District. The total estimated cost of the Proposed Property Tax Abatement by the School District is \$1,304,000 over ten (10) years, an amount estimated to be sufficient to pay the principal and interest charges on approximately \$1,000,000 of bonds issued to finance parking lot construction, reconstruction and improvements districtwide and related financing costs.

3. The public hearing to consider the granting of the proposed tax abatement shall be held at 7:30 o’clock p.m., on April 16, 2024, in the Fridley Community Center, 6085 7th Street NE, Fridley, MN 55432. The Clerk is authorized and directed to cause notice of the hearing to be published in a newspaper of general circulation in the District at least one time more than ten (10) days but less than thirty (30) days before the date of the hearing. The newspaper must be one of general interest and readership in the community and not one of limited subject matter. The newspaper must be published at least once per week. The Notice of Public Hearing shall be in substantially the form of the Notice attached hereto as EXHIBIT A.

4. All who wish to be heard as to the Proposed Property Tax Abatement will be given an opportunity to express their views at the time of the public hearing or may file written comments with the Superintendent prior to the public hearing.

5. All actions taken by the District to cause the publication of the attached Notice of Public Hearing prior to the date of this resolution are hereby ratified, confirmed, and approved.

The motion for the adoption of the foregoing resolution was duly seconded by _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

EXHIBIT A

**NOTICE OF PUBLIC HEARING
TO CONSIDER GRANTING A PROPOSED PROPERTY TAX ABATEMENT**

NOTICE IS HEREBY GIVEN that the School Board of Independent School District No. 14 (Fridley Public Schools), Anoka County, Minnesota (the “District”) will hold a public hearing on April 16, 2024, at 7:30 o’clock p.m., in the Fridley Community Center, 6085 7th Street NE, Fridley, MN 55432, to consider granting an abatement of certain property taxes levied against net tax capacity imposed by the District (the “Proposed Property Tax Abatement”) for taxes payable in 2025 through 2034 on the following property within the District boundaries (identified by property identification number):

PROPERTY ID NUMBERS

14-30-24-31-0102

03-30-24-43-0005

The purpose of granting the Proposed Property Tax Abatement is to provide funds to finance the construction of and improvements to parking lots at various sites in the School District. The total estimated amount of the Proposed Property Tax Abatement by the School District is \$1,304,000 over ten (10) years, an amount estimated to be sufficient to pay the principal and interest on approximately \$1,000,000 of bonds issued to finance the parking lot construction, reconstruction and improvements districtwide, and related financing costs.

All who wish to be heard as to the Proposed Property Tax Abatement will be given an opportunity to express their views at the time of the public hearing or may file written comments with the Superintendent prior to the public hearing.

March 19, 2024

/s/ _____
Clerk of the School Board
Independent School District No. 14
(Fridley Public Schools)

STATE OF MINNESOTA)
)
COUNTY OF ANOKA) ss.
)
INDEPENDENT SCHOOL)
DISTRICT NO. 14)

I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 14 (Fridley Public Schools), Anoka County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the School Board of the District held on the date specified above, with the original minutes on file in my office and the extract is a full, true, and correct copy of the minutes insofar as they relate to the adoption of a resolution providing for a public hearing to consider granting a proposed property tax abatement.

WITNESS My hand officially as such Clerk this _____ day of March 2024.

Clerk of the School Board
Independent School District No. 14
(Fridley Public Schools),
Anoka County, Minnesota



MASTER AGREEMENT

Between

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

and

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

JULY 1, 2023 THROUGH JUNE 30, 2025



Fridley Independent School District 14
MASTER AGREEMENT
With Clerical, Media Clerk, Health Assistants, and Technology
Assistants
2023-2025

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THIS AGREEMENT, made and entered into as of July 1, 2023 by and between the School Board of Independent School District 14 of Anoka County, Minnesota, hereinafter referred to as the Employer, and the School Service Employees Local 284, hereinafter referred to as the Union.

Article I

Recognition and Dues Check-Off

Section 1. Purpose

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

Section 2. Recognition

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

Section 3. Obligation

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

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

Section 4. Authority of School Board

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the School Board or in any way abridging or

reducing authority. Except as limited by the provisions of this Agreement, the School Board and or its administrators has the sole responsibility for the direction of the work force, including the right to hire, transfer discharge and discipline for proper cause. In addition, the work to be performed, the location of the work, the method and processes are the responsibility of the Board and/or its administrators.

Section 5. Dues Check-Off

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

Article II Definitions

Section 1. Employee

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

Section 2. Terms and Conditions of Employment

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

Section 3. Description of Appropriate Unit

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

Article III Wages and Work Assignments

Sections 1, 2, 3. See Attached Wage Schedules

Section 4. Work Schedule

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

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

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

Section 5. Step Advancement

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

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

Section 6. Term of Employment

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

Section 7. Step Placement and Credit for Past Employment

All employees who are re-employed will be placed on the salary schedule on the same step they were on at the time they were laid off and retain all other rights and benefits accrued before layoff. If an employee resigns from employment with the School District and is rehired at a later date, the employee will be placed on the step or a higher step than they were on when they

resigned. Employees entering the bargaining unit shall be placed on the wage schedule according to their total consecutive years of service with the District.

Section 8. Mileage

District mileage will be paid as allowed by the IRS.

Section 9. Overtime

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

Section 10. Call Backs

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

Section 11. IRS 125(B) Plan

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

Section 12. Paychecks

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

Section 13. Lunch Period

Employees shall be guaranteed a duty free lunch period.

Section 14. Workshops Staff Development

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

discuss training suggestions/content that would be beneficial for the position(s) and offer professional development.

Section 15. Emergency School Closing

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

Article IV Insurance

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

Section 1. Medical Contribution

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

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

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

Subd. 2. Insurance buy-in: An employee who has ten (10) years of service in the Fridley Public Schools and is at least 55 years of age shall be eligible to continue participation in the District's group medical insurance plan as per MN Statute §471.61 All group medical insurance coverage options will be available to the employee. The employee will be responsible for all premium costs following resignation or retirement from the District. Insurance must be taken at the time of leave and must be continuous. The employee may participate in all other insurance programs of the District on a self-pay basis subject in each case to the approval and terms of the insurance carrier. It is

the responsibility of the employee to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance and on such dates as determined by the School District. The employee's right to continue participation in such group insurance, however, will be discontinued upon the employee reaching eligibility age of FICA/Medicare, or if the employee becomes eligible for insurance benefits through re-employment prior to the eligibility age of FICA/Medicare. Once a person has decided to terminate participation in insurance programs, he/she will not be allowed to re-enroll.

Section 2. Life Insurance

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

Section 3. Dental Insurance

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

Section 4. Long Term Disability Contribution

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

Section 5. Claims Against the School District

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

Article V Leaves of Absence

Section 1. Sick Leave

All employees covered by this contract shall be eligible for sick leave benefits. Eligible employees will earn sick leave at a rate per month equal to the average

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

Section 2. Bereavement

Subd. 1. An employee shall be granted up to five (5) days bereavement leave per occurrence on the determination of the employee due to the death of a member of the family. The family includes spouse, child, parent, sibling, grandchild, niece, nephew, aunt, uncle, grandparent, in-laws of the same degree, other parent of child and regular members of the immediate household. In extenuating circumstances, an employee can request approval from Human Resources for use of this benefit for an individual who is not listed above but who stands in the same relationship with the employee. This leave shall be deducted from sick leave benefits. Additional bereavement leave may be granted at the discretion of the Superintendent or designee.

Section 3. Personal Leave

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

Section 4. Child Care Leave

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

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

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

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, an employee may elect to utilize sick leave pursuant to the sick leave provisions of this Agreement in lieu of seeking a child care leave pursuant to this section. An employee shall be eligible for only one of the options provided herein. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery. The duration of such sick leave shall not exceed the period of actual physical inability to work. The definition, of disability shall be as reasonably determined by a licensed physician. As a condition of receiving sick leave payments, the employee may be required to subject to an examination by a physician designated by the District at District expense.

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

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

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

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

Subd. 7. The parties agree that the applicable periods of probation for employees as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate an employee's performance. The parties agree, therefore, that

period of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 8. An employee who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of the Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence of child care leave.

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

Section 5. Unpaid Leave of Absence

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

Section 6. Jury Duty

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

Section 7. Subpoena Leave

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

Section 8. Supplementation to Workers' Compensation Benefits

Subd. 1. An employee who is absent from work due to a work-related injury and is receiving workers' compensation benefits may elect, in writing, to supplement workers' compensation benefits by using his/her accrued sick

leave and/or vacation leave in order to receive the full amount of his/her normal pay.

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

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

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

Article VI Holidays and Vacation

Section 1. Holidays

Subd. 1. Twelve Month Employees.

Twelve month employees will be granted the following holidays (13 days):

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

*Juneteenth will be included if it falls within the employee's work year.

Subd. 2. Eleven Month Employees.

An eleven month employee is an employee who is paid for at least two hundred twenty-four (224) days, exclusive of holidays. Eleven month employees will be granted the following holidays (12 days).

Labor Day	New Year's Day
Thanksgiving Day	Presidents' Day
Friday following Thanksgiving	Good Friday

Christmas Eve
Christmas Day
New Year's Eve

Martin Luther King Jr. Day
Memorial Day
Juneteenth*

*Juneteenth will be included if it falls within the employee's work year.

Subd. 3 Nine and Ten Month Employees.

Nine and ten month employees will be granted the following holidays (10 days).

Labor Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Day
Memorial Day

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

*Juneteenth will be included if it falls within the employee's work year.

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

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

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

Subd. 6. Religious Holiday Observance.

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

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

Section 2. Vacation

Vacation will be credited at the beginning of the fiscal year or at the beginning of any employee's employment. An employee may use any amount of vacation credited. Probationary employees may use vacation as earned until the end of the probationary period. An employee who terminates employment,

having used but not yet earned vacation time shall repay, from the employee's final check, any over-use of credited vacation. Employees hired after the beginning of the school year will be credited vacation days on a prorated basis.

Subd. 1. Twelve Month Employees.

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

2023 – 2024 Schedule

Start through five (5) years	10 days
After five (5) years	15 days
After eleven (11) years	18 days
After thirteen (13) years	20 days
After sixteen (16) years	23 days
After eighteen (18) years	25 days

2024 – 2025 Schedule

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

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

Subd. 2. Nine- and Ten-Month Employees.

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

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

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

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

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

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

Article VII

Probation, Discipline, Posting, Discharge, and Personnel Files

Section 1. Probation

All new employees shall work a probationary period which shall consist of one hundred twenty (120) calendar days of continuous service. A probationary employee may be discharged without recourse to the grievance procedure. Subsequent to the probationary period the employee shall be discharged only for just cause.

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

Section 2. Discipline

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

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

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

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

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

Section 3. Personnel Files

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

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

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

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

Section 4. Job Posting

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

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

Section 5. Job Elimination

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

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

Section 6. Affected Employees

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

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

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

Section 7. Lay-Off List

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

Section 8. Recall

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

employee's original pay grade which is up to 1 hour per day more than the employee's original position.

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

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

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

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

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

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

Section 9. Scheduled Time Reduction

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

may displace the least senior person in the job title who is at or nearest to the amount of time for which the more senior person was scheduled.

Section 10. Seniority List

Subd. 1. Seniority Date.

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

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

Article VIII Matching Annuity

Section 1. Matching Annuity

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

Section 2. Eligibility

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

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

Section 3. District Contribution

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

Subd. 1. The following table is to be used to calculate the matching amount for each participating employee. Effective July 1, 2023, the maximum

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

			2023-2024
Zero (0) through Three (3) years in Fridley			\$0
Four (4) through Nine (9) years in Fridley			\$2025
Ten (10) through Fourteen (14) years in Fridley			\$2150
Fifteen (15) years to Nineteen (19) years in Fridley			\$2275
Nineteen plus (19+) years in Fridley			\$2400

Effective July 1, 2024, the maximum annual District contribution shall be based on matching a Paraeducator's contribution per the following:

	2024-2025
Zero (0) through nine (9) years completed in district	\$2,100
Starting 10 th year in district and higher	\$2,500

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

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

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

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

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

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

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

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

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

Subd. 11. Employees hired after July 1, 1990 and after they have accumulated 50 days of sick leave, may make an irrevocable election for the school district to contribute to the employee's 403(b) account up to 10 days of the annual allocation of sick leave at step one (1) of employee's band and grade. Members must make this irrevocable election prior to June 1st affecting the following fiscal years' accrual.

Section 4

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

Article IX Grievance Procedure

Definitions and General Provisions

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

- 1. Representatives:** Either party, employee(s) or School District, may be represented during any step of the grievance procedure by any person or agent designated by such party.
- 2. Days:** In this procedure, a "day" is defined as a scheduled working day, which means a day the employee regularly scheduled to work excluding Saturdays, Sundays, legal holidays, or holidays contained within this Agreement.
- 3. Extension of Time Limits:** Time limits specified in this procedure may be extended or waived by mutual agreement.
- 4. Computation of Time:** In computing any period of time prescribed or allowed by this procedure, the date of the act, event, or default for which

the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or a legal holiday.

- 5. Filing and Postmark:** The filing or service of any notice or document shall be timely if it bears a postmark of the United States mail within the time period.
- 6. Time Limitation and Waiver:** Failure to file or appeal any grievance within the time periods prescribed in this procedure shall constitute a waiver of the grievance. Failure by the School District to respond within the time periods prescribed herein shall constitute a denial of the grievance and the grievant(s) may appeal the grievance to the next step.
- 7. Responses to Grievances:** In responding to a grievance at any step, the District representative shall issue a written decision to the employee(s) with the grievance, the union steward, and the union business agent.

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

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

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

Step 4. Arbitration Procedures

Subd. 1. Request.

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

Subd. 2. Prior Procedure Required.

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

Subd. 3. Selection of Arbitrator.

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

Subd. 4. Submission of Grievance Information.

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

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

Subd. 6. Decision. The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A. of 1971 as amended.

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

and expenses of the arbitrator, the cost of the transcript or recording if requested shall be borne by the party requesting the transcript.

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

Article X Miscellaneous

Section 1. Retirement

As provided by law.

Section 2. Physical Examinations

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

Article XI Duration

THIS AGREEMENT shall be in force from July 1, 2023 through June 30, 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
Local 284, SEIU**

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

By _____

By _____

By _____

By _____

By _____

Dated _____

By _____

By _____

Dated _____

**2023-2025
Attachment A
CLERICAL, MEDIA CLERK, HEALTH ASSISTANTS, AND TECHNOLOGY ASSISTANTS
WAGE SCHEDULE**

Section 1. 2023-2024 Wage Schedule

B/G	A13	B21	B22	B23	B24
1	\$18.54	\$19.28	\$19.80	\$20.26	\$28.18
2	\$19.78	\$20.70	\$21.21	\$21.54	\$29.56
3	\$21.38	\$22.15	\$22.53	\$22.85	\$31.36
4	\$23.51	\$24.34	\$24.58	\$24.97	\$32.96
5	\$24.51	\$25.34	\$25.58	\$25.97	\$33.96

12-month employees will receive \$.30 per hour above schedule.

Section 2. 2024-2025 Wage Schedule

B/G	A13	B21	B22	B23	B24
1	\$18.91	\$19.67	\$20.20	\$20.67	\$28.74
2	\$20.18	\$21.11	\$21.63	\$21.97	\$30.15
3	\$21.81	\$22.59	\$22.98	\$23.31	\$31.99
4	\$23.98	\$24.83	\$25.07	\$25.47	\$33.62
5	\$25.00	\$25.85	\$26.09	\$26.49	\$34.64

12-month employees will receive \$.30 per hour above schedule.

Section 3. Experience Increments

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

2023-2025

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

Master Agreement

Between

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

And

PARAEDUCATORS

July 1, 2023 Through June 30, 2025

**MASTER AGREEMENT BETWEEN
FRIDLEY INDEPENDENT SCHOOL DISTRICT 14
AND PARAEDUCATOR
2023-2025**

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Memorandum of Understanding: Work Breaks

THIS AGREEMENT, made and entered into as of July 1, 2023, by and between the Independent School District 14 School Board of Anoka County, Minnesota, hereinafter referred to as the Employer, and the School Service Employees Local 284, hereinafter referred to as the Union.

ARTICLE I RECOGNITION AND DUES CHECK-OFF

Section 1. Purpose

Paraeducators have elected to bargain collectively with their Employer for said purpose a majority of same has affiliated themselves as members of the School Service Employees, Local 284, and have chosen said Union to bargain collectively in their behalf for wages, hours of employment and working conditions.

Section 2. Recognition

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

Section 3. Obligation

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

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

Section 4. Authority of School Board

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the School Board or in any way abridging or reducing authority. Except as limited by the provisions of this Agreement, the School Board and/or its administrators has the sole responsibility for the direction

of the work force, including the right to hire, transfer discharge and discipline for proper cause. In addition, the work to be performed, the location of the work, the method and processes are the responsibility of the Board and/or its administrators.

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

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

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

Section 5. Dues Check-off

The District shall deduct union dues from members' payroll checks upon notification of authorization by the employee, 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.

This Section is subject to any and all limitations and restrictions under state and federal law.

ARTICLE II DEFINITIONS

Section 1. Paraeducator

For the purpose of this Agreement means an employee who performs instructional tasks or supervision of a child or children under the direct supervision of the teacher or as directed by the supervising administrator.

Section 2. Terms and Conditions of Employment

Means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. "Terms and Conditions of Employment" is subject to the provisions of P.E.L.R.A.

Section 3. Bargaining Unit

For the purpose of this Agreement means the group of employees employed by Independent School District 14 as Paraeducators for at least fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the existing bargaining unit.

Section 4. Exclusions

The bargaining unit shall exclude the following: confidential employees, supervisory employees, essential employees, part-time employees whose service does not exceed 14 hours per week or 35% of the normal work week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 work days in any calendar year unless these positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds 67 calendar days in that year, and emergency employees.

Section 5. School District

For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 6. Other Terms

Terms not defined in this Agreement shall have those meanings as defined in P.E.L.R.A.

Section 7. Applicability of Agreement Terms

When an employee is a member of this bargaining unit by virtue of hours worked in a Paraeducator position, any time that employee spends in additional duties as assigned or requested by the District will be considered part of the employee's position assignment for purposes of wages and benefits according to the terms and conditions of this agreement. The wage rate for crossing guard or lunch supervisor work will be determined by the District.

**ARTICLE III
WAGES AND WORK ASSIGNMENTS**

Section 1. Wage Schedules and Experience Increments: See Attachment A.

The hourly wage schedules attached shall be a part of this Agreement.

Section 2. Step Advancement

Employees will be advanced one step on schedule effective each July 1 if they have six months or more of employment in District 14. An employee who spends time either on layoff or unpaid leave of absence will return to employment at the same step as the employee held at the time the leave or layoff began. An employee who is laid off will not receive credit toward step movement or experience increments for the time the employee spends on layoff. An employee who spends more than three (3) months in a year on unpaid leave of absence will not receive credit for that year toward step or experience increments for the time the employee spends on leave.

Section 3. Experience Increments

Each employee will receive the following increases to the hourly rates in the wage schedule when the employee has completed the indicated number of years of service to the District, effective July 1. To determine eligibility for this increment, an employee's personal anniversary date will be the July 1 of the calendar year in which the employee became employed. These amounts are not cumulative.

Experience Increments	2023-2025
After 10 years of service to the District	\$.90
After 15 years of service to the District	\$1.20
After 20 years of service to the District	\$1.70
After 25 years of service to the District	\$2.00

Section 4. Placement on Schedule

Employees not previously employed in the Fridley School District Paraeducator unit can be placed up to step three of the wage schedule upon notification of the union steward(s).

Employees who are re-employed will be placed on the salary schedule on the same step they were on at the time they were laid off and retain all other rights and benefits accrued before layoff.

Section 5. Workshops and Meetings

Employees will be paid their normal hourly rate for any meetings outside scheduled work hours they are required by the District to attend. If attendance at a meeting is voluntary, the employee will not be paid for the meeting occurring outside of the employee's scheduled work hours.

The School District will pay for all employee expenses to employees who are required by the School District to attend workshops, schools or meetings. Employees will be given the option to attend a workshop of the employee's choosing for professional development subject to Superintendent's approval.

Subd. A. Paraeducators are eligible to attend a building all-staff meeting, up to 60 minutes in duration, once per month. If there is a conflict with a paraeducators regular assignment, the regular assignment takes priority. The Building Administrator will identify the monthly meeting that paraeducators may attend.

Subd. B. The District shall schedule paraeducators to participate in two (2) compensated non-student contact staff development days. The union steward(s) will meet for up to two hours annually with Director of Teaching and Learning and/or the Director of Special Services to discuss training ideas/content that would be beneficial for the position(s) and offer professional development.

Section 6. Work Schedule

The School District shall make every effort to notify employees at least two weeks prior to the beginning of the school year of their work schedule for the year. The employees recognize that, despite such notification, assignments, including building placement, are subject to change due to possible changes in the District's needs.

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

Section 7. Term of Employment

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

Section 8. Mileage

District mileage will be paid as allowed by the IRS.

Section 9. Overtime

Overtime rate will be time and one-half. Overtime will be paid for all hours worked on a call back and Saturday, Sunday or holidays.

Section 10. Emergency School Closing

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

Section 11. IRS 125B Plan

An IRS 125B Plan is available for all employees.

Section 12. Paychecks

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

Section 13. Work Breaks

A work schedule of more than four (4) hours and less than six (6) hours includes one fifteen (15) minute break and one thirty (30) minute unpaid duty free lunch period. A work schedule six (6) hours or more includes two ten (10) minute breaks and one thirty (30) minute unpaid duty free lunch period. Scheduling of breaks shall be the responsibility of and at the discretion of the building principal/supervisor.

**ARTICLE IV
INSURANCE**

Section 1. Medical Insurance

The district’s contribution toward health insurance shall be (insurance contribution will be the same as the rate negotiated for the teaching staff of the district):

A. Employees working twenty-five (25) hours or more per week

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

Coverage is for all Paraeducator 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.

B. At least 20 hours per week, but less than 25 hours per week:

Schedule in section A prorated through a calculation based on the employee's weekly assigned hours divided by 25.

Section 2. Dental Insurance

The School District shall pay the total premium for individual coverage for employees working 25 hours or more per week. For employees working at least 20 hours per week but less than 25 hours per week, the district contribution will be the premium times a factor based on the employee's weekly assigned hours divided by 25.

Section 3 Life Insurance

For employees working 25 hours or more per week, the School District shall pay the total premium for a \$50,000 group term policy. Employees may purchase an additional amount at employee expense and pursuant to the master insurance policy.

Section 4. Long Term Disability Insurance

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

Section 5. Option to Participate

Employees not eligible for District contribution shall be allowed to participate in the medical, dental, life, and long term disability insurance plans at no cost to the District and if allowed by the insurance carrier.

ARTICLE V LEAVES OF ABSENCE

Section 1. Sick Leave

All employees covered by this contract shall be eligible for sick leave benefits. Employees will earn sick leave at a rate of one day (equal to the length of the employee's regular assigned day) of sick leave for each month of service for a maximum of ten (10) days per annum accumulative to a maximum of 900 hours or 138 days, whichever is lesser. 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 Minn. Stat. § 181.9413 but must at least include the following individuals brother, sister, mother, father, spouse, domestic partner, child, in-laws, grandparents, grandchildren, and an individual for whom the

employee is standing in loco parentis. Additional use of leave time may be granted at the discretion of the Superintendent or designee; denial of any additional days is not subject to the grievance procedure.

Section 2. Vacation Leave

Three (3) vacation leave days shall be earned annually. Members of the paraeducator staff will receive their vacation allocation at the start of the school year. Vacation hours will be allocated based on the paraeducator's daily schedule (hours/day) and will be prorated based on days worked in the assignment. A paraeducator planning to use a vacation leave day(s) shall notify his/her principal as early as possible, but in any event at least one (1) week in advance, except in cases of emergency. The number of leave requests approved under this Section shall not exceed ten percent (10%) of the total paraeducator staff in the building in any one (1) day unless this restriction is waived at the discretion of the building principal. Vacation days may accrue to a total of ten (10). Vacation days not taken shall be paid by the District at the rate of \$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. Vacation days shall not be deducted from accumulated sick leave.

Section 3. Bereavement Leave

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

Section 4. Child Care Leave

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

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

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

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, an employee shall utilize sick leave pursuant to the sick leave provisions of this Agreement concurrently with a child care leave pursuant to this section during the period of actual physical inability to work. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery. The duration of such sick leave shall not exceed the period of actual physical inability to work. The definition of disability shall be as reasonably determined by a licensed physician.

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

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

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

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

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

Subd. 8. An employee who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of the Agreement at the commencement of the beginning of the leave. The employee shall

not accrue additional experience credit for pay purposes or leave time during the period of absence of child care leave.

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

Section 5. Unpaid Leaves

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

Section 6. Jury Duty

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

Section 7. Supplementation to Workers' Compensation Benefits

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

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

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

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

Section 8. Personal Leave

Employees covered by this contract shall be eligible for two (2) days of personal leave per year to be deducted from sick leave for personal business and emergencies of a personal nature which requires the presence of the staff member during working hours, and which would be impossible to fulfill at any other time.

**ARTICLE VI
HOLIDAYS**

Section 1.

Employees shall receive paid holidays according to the number of hours they are scheduled to work. An employee scheduled to work the following number of hours per year shall receive the corresponding number of holidays.

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

1044+ hours and after 10 years of service	11 holidays	Labor Day, Thanksgiving, Friday following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Jr. Day, Presidents Day, Good Friday, Memorial Day
1044+ hours	8 holidays	Thanksgiving, Friday following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Presidents Day, Good Friday
870 - 1043	7 holidays	Thanksgiving, Friday following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday
696 - 869	6 holidays	Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Years Day, Good Friday
695 or less	5 holidays	Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, Good Friday

The holidays for which employees may be paid, dependent upon number of scheduled hours and ten (10) years of service, are as follows:

Labor Day	
Thanksgiving Day	Friday following Thanksgiving
Christmas Eve Day	Christmas Day
New Year's Eve Day	New Years Day
Martin Luther King Jr. Day	President's Day
Good Friday	Memorial Day

Section 2.

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

Section 3.

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

Section 4.

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

A. Written application is made indicating religious day to be observed one (1) week in advance of the desired day of leave to the principal or supervising administrator.

B. Such day is a scheduled work day.

**ARTICLE VII
PROBATION, DISCIPLINE, POSTING, JOB ELIMINATION/LAYOFF,
DISCHARGE AND PERSONNEL FILES**

Section 1. Probation

All new Paraeducators shall work a probationary period which shall consist of one hundred twenty (120) working days of continuous service with an evaluation to occur no later than 60 working days into the probationary period. A probationary employee may be discharged without recourse to the grievance procedure. Subsequent to the probationary period the employee shall be discharged only for just cause.

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

Section 2. Discipline

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

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

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

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

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

Section 3. Job Posting

Written notice of job openings of more than 30 working days duration shall be posted with a copy sent to the Union Steward. Applications of the interested parties should be submitted via the indicated method. The leading candidates whose background and abilities meet the requirements of the posted position will be interviewed. A Union Steward may meet with the Director of Human Resources to discuss the leading applicants to give background information and their respective recommendations.

The School District may hire an outside candidate for a posted position either if no internal candidates apply for the position or if none of the internal candidates are qualified for the position. Any senior applicant not granted a position has the right to request, in writing, the reasons for rejection of his/her

application with the intent being to increase or correct any qualifications that are lacking in order to be considered for future job openings.

The District may increase the amount of hours assigned to a position by any amount without re-posting the position unless the increase qualifies the position for insurance eligibility.

Section 4. Job Elimination/Layoff

A two week notice shall be given to Paraeducators in the event of discharge, layoff or reduction of hours. The District will first eliminate or reduce non-bargaining unit positions then, if necessary, positions held by the least senior members of the bargaining unit.

Seniority shall be determined by total years of continuous employment in the District. The employer recognizes that the purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees. In the event of job elimination, any vacant position(s) will first be posted and filled according to the posting procedure. The employee whose position was eliminated shall have first chance at the position provided it is at or lower than the employee's previous pay level, the employee is qualified for the position, and there are no other qualified internal, more senior applicants for the position. If no vacant positions in the same classification up to one more scheduled hour per day are available, an employee may displace a less senior employee in the same building, in the same or lower classification, at up to one more scheduled hour per day provided the employee is qualified for the position. The process shall continue until there is no appropriate available position for a displaced employee in the original building. A person displaced from a building with no further bumping options within that building may then exercise seniority to displace the least senior employee elsewhere in the district in the same classification (or lower, if the same is not available) who holds work time that is the same as or up to one hour per day higher than the employee. Any remaining displacement process will then occur until there is no appropriate available position for a displaced employee. Such a displaced employee shall be placed on layoff status.

When a position is reduced by more than 1 hour or by a sufficient amount to make the position ineligible for insurance, the incumbent in the position may use the bumping procedure above.

It is the intent of the School District to provide a position for as many Paraeducators as possible on the basis of seniority, as determined by the employee's date of hire into the School District, unless reductions would violate Section 5. Nothing in this provision shall entitle a Paraeducator to a position for which that employee is not qualified, nor shall this provision require the School District to create positions in order to provide an employee with a position.

Section 5. Non-violation of the District's Affirmative Action Program: The provision herein shall apply if it will not result in any violation of the District's affirmative action program which shall include ethnic race, color, or sex; and any person employed in an affirmative action program may be retained over a paraeducator with greater seniority if it is necessary to effectuate the purposes of such affirmative action program.

Section 6. Recall List

For a period of two (2) years from the date of layoff, if any opening subsequently occurs in the District, the employee with the most seniority on the recall list shall have first choice to be rehired provided: the position is at or lower than the employee's previous pay level; and the employee is qualified for the position; and there are not other qualified internal, more senior applicants for the position. If the District refuses to recall an employee to a vacant position on the grounds that the employee is not qualified, it shall be the District's duty to show that the employee lacks the qualification for the position.

Section 7. Recall

The District shall mail notice of any open Paraeducator position(s) to any employee(s) on layoff. Open positions will be available to all current employees for application, but an employee on layoff may apply for such a position. An employee on layoff shall be subject to recall to any vacant position in the District at the same pay rate and at one (1) hour more or less than the employee's original position. However, an employee may decline one position of one (1) hour more or less than the employee's original position which is offered to the employee. This declination will remove the employee's name from the recall list and sever all recall rights with the District. Nothing in this Article shall require an employee to accept a position which leaves the employee ineligible for health insurance if the employee was eligible for health insurance prior to the layoff.

Employees must keep the District current with the employee's address and telephone number. Non-response of a telephone call or certified letter within three (3) days of receipt will be considered declination.

The requirement to select a candidate in not less than seven working days after the posting of the position as stated in Article VII, Section 2, of this contract may be waived if necessary while employees remain on the recall list.

Section 8. Personnel Files

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

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

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

Subd. 3. Paraeducators 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.

ARTICLE VIII MATCHING ANNUITY AND SEVERANCE

Section 1. Matching Annuity

An eligible PARA 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.

Subd. 1. Eligibility. In order for a Paraeducator to be eligible to participate in the matching annuity plan, the following criteria must be met. Only Paraeducator regularly working at least 25 hours per week will be eligible for a matching annuity contribution as provided in this Section.

Subd. 2. District Contribution Effective July 1, 2023, the maximum annual District contribution shall be based on matching a Paraeducator's contribution per the following:

	2023-2024
Zero (0) through Three (3) years in Fridley	\$0
Four (4) through Nine (9) years in Fridley	\$1950
Ten (10) through Fourteen (14) years in Fridley	\$2075
Fifteen (15) through Nineteen (19) years in Fridley	\$2200

Nineteen (19+) plus years in Fridley	\$2325
--------------------------------------	--------

Effective July 1, 2024, the maximum annual District contribution shall be based on matching a Paraeducator's contribution per the following:

	2024-2025
Zero (0) through nine (9) years completed in district	\$2,100
Starting 10 th year in district and higher	\$2,500

Subd. 3. The District will contribute an amount equal to the PARA's requested annual contribution up to the maximum amount listed in this Section.

Subd. 4. 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. 2 above.

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

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

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

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

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

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

Subd. 11. The District's maximum lifetime contribution shall be no more than \$33,000

Section 2.

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 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. Failure by the School District to respond within the time periods prescribed herein shall constitute a denial of the grievance and the grievant(s) may appeal the grievance to the next step.
- 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 appropriate immediate supervisor. If the parties do not reach an agreement regarding the grievance, the employee(s) may submit the grievance in writing to the Director of Educational Services within ten (10) 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 (5) days of receipt, the District shall respond in writing to the grievance.

Step 2. The employee(s) may appeal the grievance to the Superintendent or designee within five (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 (10) 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 (5) days after notice of appointment, forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall set forth the nature and basis of the grievance. Additional information shall be provided at the arbitrator's request.

Subd. 5. Hearing. The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer

testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceedings before the arbitrator shall be a hearing denovo.

Subd. 6. Decision. The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A. of 1971 as amended.

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

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

ARTICLE X MISCELLANEOUS

Section 1. Physical Examinations

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

Section 2. Seniority List

Subd. 1. Seniority Date. An employee's seniority date will be the employee's first day of service in the unit. (New employees must complete the probationary period as defined in this agreement.) If two or more employees hold the same seniority date and the tie must be broken, seniority ranking for those employees shall be determined by random drawing of names. Each affected employee may attend the drawing or send a representative. The first name drawn shall be the most senior and so on until all names are drawn.

Subd. 2. Adjustment of Seniority Date. An employee who spends more than 6 months on unpaid leave will have her or his seniority date adjusted forward according to the total amount of time spent on unpaid leave. (Layoff time shall not count as unpaid leave under this subdivision and an employee's seniority date will not be adjusted regardless of length of layoff.)

Subd. 3. Annual Posting of List. The District will publish and post a seniority list each year no later than October 1 and will provide a copy to each employee in the bargaining unit. 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.

ARTICLE XI DURATION

Section 1. Duration.

THIS AGREEMENT shall be in force from July 1, 2023 through June 30, 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.

Section 2. Effect.

This agreement constitutes the full and complete agreement between the employer and the exclusive representative for the Paraeducators of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provision.

Section 3. Severability.

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

Section 4. Finality.

Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement shall not be open for negotiation during the term of this Agreement, except by mutual agreement of the parties.

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

**School Service Employees SEIU Local 284
School Board**

Fridley School District 14

By _____
Roberta Peterson, Steward

By _____

By _____
Kim Kaneakua, Steward

By _____
Shelly Johnson, SEIU

Date _____

Date _____

ATTACHMENT A

**FRIDLEY PARAEDUCATOR WAGE SCHEDULE
AND EXPERIENCE INCREMENTS**

Wage Schedule.

Band/Grade A13

Step	1	2	3	4	5
2023-2024	\$20.00	20.50	21.00	21.50	23.00
2024-2025	20.50	21.00	21.50	22.00	24.00

Experience Increments.

Experience Increments	2023-2025
After 10 years of service to the District	\$.90
After 15 years of service to the District	\$1.20
After 20 years of service to the District	\$1.70
After 25 years of service to the District	\$2.00



FRIDLEY PUBLIC SCHOOLS

MEMORANDUM OF UNDERSTANDING – Work Breaks

This Memorandum of Understanding is entered into between Independent School District 14 (hereinafter referred to as the School District) and Paraeducators (hereinafter referred to as the Union), representing the Paraeducators of the School District, Local 284 as follows:

1. The parties have entered into a collective bargaining agreement covering the period July 1, 2023, through June 30, 2025.
2. The Union and the School District have mutually agreed to the following language change to Article III, Wages and Work Assignments, 3.13: Work Breaks.
 - a) A work schedule of more than four (4) hours and less than six (6) hours includes one fifteen (15) minute break and one thirty (30) minute unpaid duty-free lunch period. A work schedule of six (6) hours or more includes two fifteen (15) minute breaks and one thirty (30) minute unpaid duty-free lunch period. Scheduling of breaks shall be the responsibility of and at the discretion of the building principal/supervisor.
3. The Union and the School District agree to evaluate the scheduling impact of the break adjustment.
4. This MOU will sunset on June 30, 2025.

Paraeducators of the School District
6000 West Moore Lake Drive
Minneapolis, MN 55432

Independent School District 14
6000 West Moore Lake Drive
Fridley, MN 55432

Representative

Chair

Representative

Clerk

Date

Date



Master Agreement

Between

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

And

Fridley Association of School Administrators

July 1, 2023 through June 30, 2025

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MASTER AGREEMENT

ARTICLE I PARTIES AND EFFECT

Section 1. Parties:

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

Section 2. Effect:

This Agreement constitutes the full and complete agreement between the School Board and the exclusive representative representing the administrators of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition:

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

ARTICLE III DEFINITIONS

Section 1. Administrator:

In this group master agreement, the term "administrator" shall include any employee who is currently under assignment to work in Fridley School District 14 in the capacity of a Principal or Assistant Principal, who also possesses any Minnesota required administrative licensure for this administrative assignment, whose employment service is more than 50 percent of their time to administrative duties in the capacity of a Principal or Assistant Principal.

Section 2. Terms and Conditions of Employment:

Terms and conditions of employment means the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the term does not mean educational policies of the School District. The terms in both cases are subject to the provisions of M.S. 179.66 regarding the rights of public employees in the scope of negotiations.

**ARTICLE IV
SCHOOL BOARD RIGHTS**

Section 1. Inherent Managerial Rights:

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

Section 2. Management Responsibilities:

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

Section 3. Effect of Laws, Rules and Regulations:

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

**ARTICLE V
ADMINISTRATOR AND ASSOCIATION RIGHTS**

Section 1. Right to Views:

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

Section 2. Right to Join:

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

Section 3. Request for Dues Check-off:

Administrators shall have the right to request and be allowed dues check-off for the administrator organization of their selection provided that the administrator organization has not lost its right to dues check-off pursuant to 179.64 to 179.75 of the P.E.L.R.A. as amended.

Subd. 1. Upon receipt of a properly executed authorization card of the administrator involved, the School District will deduct from the administrator's paycheck the dues that the administrator has agreed to pay to the administrator organization during the period provided in said authorization.

Subd. 2. All administrators who have applied for dues check-off in the Association will automatically have their membership dues deducted in ten monthly installments. Deductions for members employed after the beginning of the school year shall immediately begin and be prorated so as to complete payments in conjunction with other members of the Association.

Subd. 3. The District will promptly remit to the Association treasurer the amount of money deducted each month. With each installment the District will provide to the Association membership chairperson a list of people currently having dues deducted.

Subd. 4. Upon request of the exclusive representative, the Board shall deduct a fair share fee, as determined by the exclusive representative, from the pay of any administrator who is not a member of the exclusive representative in good standing or who does not make application for membership within thirty (30) days from the day of commencement of administrative duties.

Subd. 5. The payroll deduction and submission of dues (full and fair share) pursuant to this Section 3 and its subdivisions are subject to any and all limitations and restrictions under state or federal law.

Section 4. Facilities:

The exclusive representative may use School District facilities for the transaction of Association business provided that this does not interfere with the normal school operation and an application for use of facilities has been submitted through proper channels.

Section 5. Nondiscrimination Against Members:

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

Section 6. Personnel Files:

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

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

Subd. 2. As provided by law, M.S. 125.12, Subd. 14, an administrator shall be entitled to submit a written response to any material placed in the administrator's personnel file or to seek expungement of any material through the grievance procedure.

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

Section 7. Notification:

Information on new administrator starting salary and number of steps will be communicated to the president of FASA.

**ARTICLE VI
NO STRIKE**

It is agreed that there shall be no strike, lockout or discontinuance of work during the life of this Agreement. In the event of a strike or picketing by any employee organization, administrators shall continue to be available for work notwithstanding any such activity.

**ARTICLE VII
BASIC SCHEDULES AND RATES OF PAY**

Section 1. Work Year/Duty Days:

The work year for each administrator shall be 260/261 days. In computing the value of a duty day for purposes of this Agreement, the total annual compensation shall be divided by the number of work days, less contract holidays and contract vacations.

Section 2. Wages and Salaries:

Effective July 1, 2023, the principal's salary schedule consists of two (2) experience levels and classifications of K-12 Assistant Principal, Elementary Principal, Middle School Principal, and High School Principal. Salaries in level one (1) and level two (2) are a

maximum salary placement. The Superintendent or designee will determine salary placement "up to" the salary within the level one (1) and level two (2). New principals with no experience will remain at level one (1) for two (2) full school years.

Current personnel shall receive the salaries listed on attached Appendix A for the period of July 1, 2023 to June 30, 2025. Current principals with two or more years of experience will be placed at the maximum salary placement.

Subd. 1. In addition to the compensation provided for in the salary schedule each Principal, regardless of classification, will receive an additional management factor of \$6,000 for the 2023-2024 school year, and \$6,000 for the 2024-2025 school year. The amount will be paid as additional salary to the Principal.

ARTICLE VIII INSURANCE PROGRAM

Section 1. Group Insurance:

The District's contribution toward health insurance shall be the same as the teacher contract.

The District will seek input from the exclusive representative whenever a change in the carrier is necessary.

Section 2. Life Insurance:

The District will provide a group term life insurance policy on the life of all administrators employed by the District in the amount of \$150,000. Administrators who qualify may purchase up to \$100,000 additional insurance.

Section 3. Dental Plan:

The District shall provide the School District single dental plan at full cost for each administrator.

Section 4. Long Term Disability:

The District will provide a long term disability plan for administrators. This plan will provide a benefit of 70% of basic salary to a maximum of \$5,000.00 per month in the event of disability caused by sickness or accident. The waiting period for this benefit shall be sixty (60) calendar days. The premium for the plan will be paid by the administrator through payroll deduction. All administrators must purchase the LTD plan provided by the district.

Section 5. IRS 125B Plan:

The District shall offer a 125B Plan.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick Leave:

- A. Administrators shall accrue 120 hours (15 days) of sick leave per contract year. Such leave will be credited on July 1 of the contract year. Earned sick leave may be used for illness or injury of relatives pursuant to Minn. Stat. § 181.9413, but must at least include the following individual's brother, sister, mother, father, spouse, child, in-laws, grandparents and grandchildren. Additional hours may be granted at the discretion of the Superintendent.
- B. Administrators may accrue unlimited sick leave during the term of this Contract. Administrators shall not be paid for any unused, accrued sick leave upon separation from employment with the School District.
- C. If, upon separation of employment from the School District, the administrator has been paid sick leave in an amount that exceeds the pro-rata hours for the contract year, such amount shall be deducted from the Administrators' final paycheck.
- D. The administrator shall comply with all School District policies and procedures regarding the use of sick leave, and may be required to submit a certification from a physician and/or health care provider if a sick leave absence of 3 days or more consecutive hours occurs.

Section 2. Supplementation to Workers' Compensation Benefits

- A. An administrator who is absent from work due to a work-related injury and is receiving workers' compensation benefits may elect, in writing, to supplement workers' compensation benefits by using his/her accrued sick leave and/or vacation leave in order to receive the full amount of his/her normal pay.
- B. If an administrator elects to supplement workers' compensation benefits under Section 2 A, the amount of the administrator's accrued sick leave or vacation leave shall be proportionately reduced in the amount of the supplemental pay. Elections will automatically cease when the administrator's accrued sick leave and vacation leave have been exhausted.
- C. In no event shall an election to supplement workers' compensation benefits from accrued sick leave or vacation leave result in an administrator receiving more than his/her normal daily, weekly or monthly pay.
- D. Administrators must provide the documentation needed to determine the supplemental amount payable from accrued sick leave or vacation leave. Elections pursuant to this Section are valid only during periods in which the administrator is receiving workers' compensation benefits.

Section 3. Vacations:

Each administrator shall accrue one hundred eighty four (184) hours of vacation annually. After completing five (5) years of public service in the Fridley Schools, the administrator shall accrue two hundred (200) hours of vacation annually.

Upon cessation of employment the administrator shall be paid for up to three hundred sixty (360) hours of unused vacation. The rate of pay shall be based on the administrator's daily basic salary rate during the last year of service. (See Article VII, Section 1).

Vacation hours, whether taken during the summer or during the school year are subject to the approval of the administrator's immediate superior and the Superintendent of Schools.

Section 4. Sabbatical Leave:

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

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

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

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

Subd. 3. Application:

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

Subd. 4. The number of administrators on sabbatical leave shall be limited in number to one per year of the administrative staff. If the number of requests exceeds the limitation, priority shall be given on the basis of length of service, contribution to the

school system, and the equitable distribution of leaves among the various departments of school service.

Subd. 5. The allowance granted to an administrator on sabbatical leave shall be based on 50% of the contract salary of the individual for the school term during which the leave takes place with no maximum limitation. The administrator shall remain eligible to participate in group insurance plans provided by the District.

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

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

Section 5. Jury Duty:

Subd. 1. All employees shall be granted the additional amount to make up full pay if required to serve on jury duty. The employee must submit the jury duty notification document to human resources prior to entering time off for jury duty. An employee must reimburse the district the full amount earned for the jury duty, less mileage, and provide documentation of the accompanying payment for jury duty.

Section 6. Personal Leave:

Up to sixteen (16) hours may be granted to members of the administrative staff each year when approved by the Superintendent for the purpose of personal leave.

Personal leave will be granted only for the following purposes:

1. Business that cannot be conducted outside of school hours.
2. Court cases or similar legal appearances.
3. Approved religious holidays.
4. Emergency hardship situations.

Section 7. Child Care Leave:

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

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

Subd. 3. If the reason for the childcare leave is occasioned by pregnancy, an administrator may elect to utilize sick leave pursuant to the sick leave provisions of this Agreement. A pregnant administrator will also provide at the time of the leave application, a statement from her physician indicating the expected day of delivery. The duration of such sick leave shall not exceed the period of actual physical inability to work. The definition of disability shall be as reasonably determined by a licensed physician. As a condition of receiving sick leave payments, the administrator may be required to subject to an examination by a physician designated by the District at the District's expense.

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

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

- A.** Grant any leave more than twelve (12) months in duration.
- B.** Permit the administrator to return to his or her employment prior to the date designated in the request for childcare leave.

Subd. 6. An administrator returning from childcare leave shall be re-employed in a position which she/he is licensed unless previously discharged or placed on requested leave.

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

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

Subd. 9. An administrator who returns from child care leave within the provisions of this Section shall retain all previous experience credit for pay purposes and any

unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The administrator shall not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare leave.

Subd. 10. Provisions of this policy which apply after the birth of a child also apply following the adoption of a child.

Section 8. Aging Parent Leave:

Subd. 1. An unpaid aging parent leave shall be granted by the School District subject to the provisions of this section. Aging parent leave shall be granted because of the need to prepare and provide care for an aging parent of the administrator for a period of time as approved by the Superintendent.

Subd. 2. An administrator electing aging parent leave shall inform the Superintendent in writing of his/her intention to take this leave as soon as known. The leave shall be approved at the discretion of the Superintendent.

Section 9. Bereavement Leave:

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

Section 10. Leadership Days:

Leadership days – Principal can trade off up to 5 days identified as leadership days to compensate for responsibilities associated with providing leadership for evening and additional leadership times outside of the contract. These days can only be taken during any non-student contact days (Outside of scheduled training or District activity days). Documentation must be provided by the Principal to the Superintendent, accounting for the leadership days of compensatory time.

ARTICLE X GRIEVANCE PROCEDURE

Section 1.

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

Section 2.

An administrator, a group of administrators, or the School Board may be represented during any step of the grievance procedure by any person or agent designated by such party to act in his/her behalf.

Section 3:

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

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

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

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

Section 4.

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

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

Section 5.

In the event that an administrator believes there is a basis for a grievance it shall be resolved in the following manner:

Subd. 1. The administrator shall discuss the alleged grievance with the Superintendent. If this informal discussion does not resolve the grievance the administrator may invoke the formal grievance procedure by filing a written statement with the Superintendent setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought. The filing of this statement shall be completed within twenty (20) days of the occurrence of the

grievance. The Superintendent shall give a written decision within ten (10) days of his receipt of the written grievance.

Section 6.

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

Section 7.

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

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

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

Subd. 3. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the P.E.R.B. to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such request is made within twenty (20) days after for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator and the failure to request an arbitrator from the P.E.R.B. within the time period provided herein shall constitute a waiver of the grievance.

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

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

Subd. 6. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case to arbitration.

A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The cost of a transcript will be borne by the requesting party.

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

ARTICLE XI POSITION CHANGES

Section 1. Transfer:

A transfer of personnel from one administrative position to another administrative position in the District shall be considered on the basis of meeting the educational needs or objectives of the School District as interpreted by the Superintendent. In all cases where transfers are effected, the administrator involved may meet with the Superintendent to reach a full understanding of why the transfer is being made.

An administrator may request a transfer from an administrative position to a teaching position and if approved, will assume salary schedule placement for such a teaching position which recognizes total district and entrance level experience and training. Seniority as a teacher will be based on total District experience. Accumulated sick leave will be retained by the individual. Other contractual rights as an administrator will be forfeited.

Section 2. Discontinuance of Position:

In the event an administrative position is eliminated or reduced, full-time administrators affected by such may be reassigned to other administrative positions at the same or lower level for which they are qualified. In the event an administrative position is eliminated, and if the administrator does not qualify for any existing administrative position, she/he shall be assigned to a teaching position for which he/she is qualified by seniority and training. Seniority as a teacher will be based on total district experience. Other contractual rights as an administrator will be forfeited.

Section 3. Seniority:

Shall be based upon continuous and unbroken employment in the FASA bargaining unit from the first day of actual service after signing an administrator contract.

ARTICLE XII MISCELLANEOUS

Section 1. Holidays:

Administrators shall receive twelve (12) holidays for each year as follows:

Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day
New Years Eve Day

New Years Day
Martin Luther King, Jr. Day
Presidents' Day
Good Friday
Memorial Day
Fourth of July

The above holidays, when falling on Sunday, shall be observed on the following Monday, and those falling on Saturday, the preceding Friday.

Section 2. Professional Dues:

The School District will pay professional dues (local, state and national) for each administrator up to a limit of \$1,000.00 per year.

Section 3. Professional Development:

Allow building administrators to allocate \$800 per year to a building fund with a maximum of \$1,600 for the purpose of allowing the administrator to attend a national professional conference or a local professional conference.

Section 4. Expenses:

Actual expenses incurred on District business will be reimbursed as approved by the Superintendent, with automobile mileage reimbursed at a rate to be paid at IRS standard allowance.

Section 5. Other Salary Options for Mileage within the Seven County Metropolitan Area:

Administrators shall receive, as designated below, a flat yearly fee for mileage in the seven county metropolitan area.

Administrators shall be given the following option:

1. To receive the contracted amount below, or
2. To be reimbursed for actual mileage in the 7 county metropolitan area, through submission of expense vouchers on not more than a quarterly basis, for expenses up to, but not exceeding, the contract amount. Vouchers shall contain documentation meeting IRS regulation guidelines.

No combination of options is available. The selection of option shall be made prior to July 1 of each year on a form to be provided.

Position	Mileage
Elementary Principal Middle School Principal ALC Principal Asst. Middle School Principal	\$ 800/year

High School Principal	\$1000/year
Asst. High School Principal	

Section 6. Other Salary Options for Cell Phone:

Administrators shall be given the following options:

1. Administrator may choose to receive the contracted amount of \$75/Month (\$900/Year) for the purpose of a cell phone. If this option is chosen, the administrator must provide the district with a cell phone number, or
2. District will provide a cell phone for the administrator.

No combination of options is available. The administrator may change their selection for the subsequent year by submitting their request for a change in election in writing to the Human Resources Coordinator prior to May 1 for subsequent years.

**ARTICLE XIII
I.R.C. § 403(b)**

Section 1. Matching Annuity:

An eligible administrator 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 administrator to be eligible to participate in the matching annuity plan, the following criteria must be met.

Subd. 1. The work schedule must equal or exceed fifty (50) percent or more of a full time schedule. Contributions under this Article for a part time administrator working from 50-79% of a full time schedule shall be pro-rated in the same ration as the administrator's contract bears to a full time contract. Administrators working 80 percent or more of a full time schedule shall receive the full contribution.

Section 3. District Contribution:

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

Subd. 1. The District will match the employee's contribution up to three and a half percent (3.5%) of their basic salary.

Subd. 2. The District contribution will begin when the employee initiates an eligible investment program.

Subd. 3. An employee may elect to contribute to the selected program more than the district match does. This Article only defines the limits of the district's participation in the selected program.

Subd. 4. 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. 5. When an employee has an eligible plan in effect, the district's contribution shall be automatic unless the employee requests otherwise.

Subd. 6. All provisions of this Article are subject to applicable code provisions of Minnesota Statutes, Internal Revenue Code Section 403(b). This article will not be subject to the Grievance Procedure.

Subd. 7. Employee may choose from a list of approved vendors to receive the employer match.

Subd. 8. Contributions cannot be retroactive to the previous calendar year.

Subd. 9. Administrators may, after they have accumulated three hundred twenty (320) hours of sick leave, make an irrevocable election to convert up to 80 hours annually at the rate of \$37.50 per hour to their 403(b) account. Notification must be made prior to June 1st affecting the next year's allocation. The administrator must have an active 403(b) in place.

Administrators may, after accumulating 240 hours of vacation leave, make an irrevocable election to convert up to 80 hours annually at the rate of \$37.50 per hour to their 403(b) account. Notification must be made prior to June 1st affecting the next year's allocation. The administrator must have an active 403(b) account in place.

ARTICLE XIV MEDICAL INSURANCE OPTIONS AFTER RETIREMENT

After a written resignation is accepted by the School District for an administrator who has; ten (10) years or more of service in the Fridley Public Schools, and is at least 55 years of age, the administrator shall be eligible for the benefits in this section as described below.

Subd 1. An administrator who retires pursuant to this Article shall be eligible to continue participation in the District's group medical hospitalization insurance plan. Retirement is defined as drawing state pension benefits or being at an age with sufficient service requirements to qualify for the pension benefits.

Subd 2. The District will pay the full cost of single or employee plus one (whichever plan the employee was enrolled in at the time of retirement) coverage for such insurance up to a limit of \$6,480 per year.

Subd 3. The administrator's right to continue participation in such group insurance, however, will be discontinued upon the administrator reaching eligibility age of FICA/Medicare. In the event that the retired administrator dies prior to the age of Medicare, it shall be the option of the administrator's spouse to continue single medical coverage under the district group plan. It is the responsibility of the spouse to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance, on such dates as determined by the School District.

Subd 4. The administrator may participate in all other insurance programs (such as life insurance, dental insurance, etc.) of the District on a self-pay basis subject in each case to the approval and terms of the insurance carrier. The District shall not pay any part of the premium costs for these plans. It is the responsibility of such an administrator to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance and on such dates as determined by the School District.

ARTICLE XV RETROACTIVITY AND CONSTITUTIONALITY

Section 1. Terms and Conditions:

Terms and conditions of this contract shall be retroactive to the date each employee began work on the 2023-2025 school year contract.

Section 2. Constitutionality:

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

ARTICLE XVI DURATION

Section 1. Terms and Reopening Negotiations:

This Agreement shall remain in full force and effect for a period commencing on July 1, 2023, through June 30, 2025, and thereafter until modifications are made pursuant to the P.E.L.R.A. as amended. If either party desires to modify or amend this Agreement commencing on July 1, 2025 it shall give written notice of such intent no later than May 1, 2025. Unless otherwise mutually agreed, the parties shall not commence negotiations more than one hundred twenty (120) days prior to the expiration of this Agreement.

Section 2. Finality:

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

Section 3. Severability:

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

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

FOR FRIDLEY SCHOOL ADMINISTRATORS

**FOR INDEPENDENT SCHOOL
DISTRICT 14**

Administrator Negotiator

School Board Chair

Administrator Negotiator

School Board Clerk

**APPENDIX A
 BASIC SCHEDULES AND RATES OF PAY
 2023-2024, 2024-2025**

Year 1, 2023-2024

	K-12 Assistant Principal	Elementary Principal	Middle School Principal	High School Principal
Level 1	\$127,200	\$140,300	\$145,300	\$150,400
Level 2	\$137,200	\$150,300	\$155,300	\$160,400

Year 2, 2024-2025

	K-12 Assistant Principal	Elementary Principal	Middle School Principal	High School Principal
Level 1	\$133,000	\$147,000	\$152,000	\$157,000
Level 2	\$143,000	\$157,000	\$162,000	\$167,000



FRIDLEY PUBLIC SCHOOLS

MEMORANDUM OF UNDERSTANDING – Responsibility Factor

This Memorandum of Understanding is entered into between Independent School District 14 (hereinafter referred to as the School District) and Fridley Association of School Administrators (hereinafter referred to as the Association), representing the Principals of the School District as follows:

1. The parties have entered into an agreement covering the period July 1, 2023, through June 30, 2025.
2. The Association and the School District have mutually agreed to an additional responsibility factor to be paid to all principals and assistant principals.
3. In addition to the compensation provided for in the Salary Schedule each Principal, regardless of classification, will receive an additional responsibility factor of \$6,000 for the 2023-2024 school year, and \$6,000 for the 2024-2025 school year.
4. The amount will be paid as additional salary to the Principal.
5. This MOU will sunset on June 30, 2025.

Fridley Association of School Principals
6000 West Moore Lake Drive
Minneapolis, MN 55432

Independent School District 14
6000 West Moore Lake Drive
Fridley, MN 55432

Representative

Chair

Representative

Clerk

Date

Date



606.5 LIBRARY MATERIALS

I. PURPOSE

The purpose of this policy is to provide direction and to delegate responsibility for selection and reconsideration of library materials.

II. GENERAL STATEMENT OF PURPOSE

The school board recognizes that library materials serve as a vital component of a student's education by enriching the breadth of the curriculum as a whole and meeting the needs and interests of individual students. The purpose of library materials is to meet the needs of all students. Therefore, questions regarding selection and reconsideration of library materials should be handled differently than those concerning textbooks and instructional materials.

To ensure that library materials fulfill this role, the school board delegates to the superintendent or the superintendent's designee responsibility for administering a process for selection of library materials. Responsibility for selection shall rest with professionally trained school district staff, with recognition that the school board has the final authority on selection of library materials. Parents and guardians have the right and the responsibility to determine their children's access to library materials.

III. DEFINITIONS

A. "Library" is the school district resource that holds the library collection that serves the information and independent reading needs of students and supports the curriculum needs of teachers and staff. The term "library" includes a school library media center. The term also includes access to electronic materials.

For school districts with multiple school buildings, the term "library" refers to the resource within a specific school building.

Minnesota Statutes, section 124D.901, states that a school district or charter school library or school library media center provides equitable and free access to students, teachers, and administrators and that a school library or school library media center must have the following characteristics:

1. ensures every student has equitable access to resources and is able to locate, access, and use resources that are organized and cataloged;
2. has a collection development plan that includes but is not limited to materials selection and deselection, a challenged materials procedure, and an intellectual and academic freedom statement;
3. is housed in a central location that provides an environment for expanded learning and supports a variety of student interests;

4. has technology and Internet access; and
 5. is served by a licensed school library media specialist or licensed school librarian.
- B. “Library collection” consists of the library materials made available to students.
- C. “Library materials” are the books, periodicals, newspapers, manuscripts, films, prints, documents, videotapes, subscription content, electronic and digital materials (including e-books, audiobooks, and databases), and related items made available to students in a school building or through access to electronic materials. This term does not include materials made available to students as part of the curriculum.
- D. “Library media specialist” is a teacher holding a Library Media Specialist teaching license issued by the Professional Educator Licensing and Standards Boards and who is trained to deliver library services to students and staff in a library. A library media specialist is authorized under Minnesota Rules to provide to students in kindergarten through grade 12 instruction that is designed to provide information and technology literacy skills instruction, to lead, collaborate, and consult with other classroom teachers for the purpose of integrating information and technology literacy skills with content teaching, and to administer media center operations, programming, and resources.

IV. RESPONSIBILITY FOR SELECTION OF LIBRARY MATERIALS

- A. The school board recognizes the expertise of the school district’s professional staff and the vital need of such staff to be responsible for selection of library materials.
- B. While recommendations by faculty members, students, parents, and other community members may be considered, the final responsibility for selection of library materials shall rest with the library media specialist. Any questions or concerns shall be directed to the building administrator for further consideration.

IV. SELECTION OF LIBRARY MATERIALS

- A. Selection Criteria: The library materials selection process should result in a library collection that, when considered as a whole, is consistent with the following criteria:
 1. Library materials shall support and be consistent with the general educational goals of the state and the district and the aims and objectives of individual schools and specific courses;
 2. Library materials shall be chosen to enrich and support the curriculum as well as to promote reading for pleasure by responding to the personal needs

and interests of student users;

3. Library materials shall not be excluded because of the race, nationality, religion, sex, gender, or political views of the writer;
 4. Library materials shall be appropriate to and reflect the needs, ages, maturity level, emotional development, ability levels, learning styles, social development, background, diversity, and needs and interests of the students for whom the materials were selected;
 5. Library materials shall meet high standards of quality in one or more of these categories (presented alphabetically):
 - a. Artistic quality and/or literary style;
 - b. Authenticity;
 - c. Critical thinking;
 - d. Educational significance;
 - e. Factual content;
 - f. High interest for intended audience; and
 - g. Readability.
 6. The selection of library materials shall conform to the constraints of the school district budget.
- B. The library media specialist shall consult sources and specialists experienced in library materials collections appropriate for the building's students and that are reputable, experienced, unbiased, and professionally trained in school library materials.
- C. The superintendent or the superintendent's designee shall be responsible for keeping the school board informed of progress on review and selection of each building's library materials.
- D. Library materials that are outdated, inaccurate, no longer useful for curricular support or reading enrichment, or have not been utilized for an extended period of time may be removed. Library materials that are in poor physical condition may be removed or replaced as determined by the library media specialist or the principal.
- E. Gifts and Donations of Library Materials

Materials offered for donation or gifted to a school library may be accepted if they comply with the library collection selection criteria and approved by the library media specialist. The school district's libraries welcome donations of books and other resource materials from individuals and organizations, but also reserve the right to decline to accept library materials that do not meet the criteria for selection. In addition, financial donations to benefit school district's libraries will be accepted with the understanding that funds will be used to purchase materials that are needed for libraries based on the needs of the individual schools.

V. INDIVIDUAL STUDENT ACCESS TO SPECIFIC LIBRARY MATERIAL

A parent or guardian may request that access to specific material in the library materials collection be restricted from their student. The school shall take reasonable steps to fulfill this request. This type of request will not result in removal of specific library collection material from the library or restrictions upon any other student accessing specific library materials.

VI. RECONSIDERATION OF SPECIFIC LIBRARY MATERIAL

- A. The school board seeks to uphold students' access to library materials that meet the educational goals and selection criteria set forth in this policy.
- B. A school district employee, student, or a parent or guardian of a school district student may request reconsideration of specific library material on the basis of appropriateness. Access to the material in question shall not be restricted until the procedures listed below have been fully completed and a decision to remove or restrict the materials has been made.
- C. Informal Request for Reconsideration of Specific Library Material
 1. Requests for reconsideration of specific library material shall be directed to the library media specialist and the building principal. The building principal and the library media specialist shall assume responsibility for processing the request on an informal basis.
 2. The building principal and/or the library media specialist shall provide an explanation to the individual who submitted the request. The explanation shall include the particular selection criteria that the material in question met in order to be included in the library as curriculum support or as an independent reading choice for students in the building.
 3. If the request is not resolved informally, the principal shall submit a report on the matter to the superintendent or the superintendent's designee. The requestor will have an option to initiate a Formal Request for Reconsideration.

D. Formal Request for Reconsideration of Specific Library Collection Material

1. A Formal Request for Reconsideration of specific library material is initiated upon submission of a completed *Formal Request for Reconsideration of Specific Library Collection Material* form. The form must be completed in its entirety for each work that is subject to a request for reconsideration. The principal shall notify the superintendent or the superintendent's designee and the library media specialist of receipt of a completed Formal Request form.

If specific library material is the subject of a Formal Request for Reconsideration and a final decision is made to retain the specific library material, then the specific library material shall not be subject to additional requests for reconsideration for three years following the date of final resolution of the initial Formal Request for Reconsideration.

2. On an annual basis, the Superintendent or the superintendent's designee shall appoint a Library Materials Review Committee (Review Committee). This committee shall include:
 - a. One member of the school district administration
 - b. One principal
 - c. Two teachers
 - d. One library media specialist
 - e. Two members of the school district community with no direct connection with the request for reconsideration
 - f. Two student representatives (as appropriate to the specific request).
3. The Review Committee shall establish a date upon which it will discuss the request and whether the specific library collection material conforms to the selection criteria set forth in this policy.
4. The Review Committee
 - a. may consult individuals, organizations, and other resources with relevant professional knowledge on school library material;
 - b. shall examine the specific library material as a whole;

- c. shall examine the specific library material as to its conformance with the criteria for selection of library materials; and
 - d. shall submit a written report to the superintendent or the superintendent's designee containing the Review Committee's decision on whether to retain, to remove, or to take other action regarding the specific library material.
5. The superintendent or the superintendent's designee shall inform the requestor and the school board of the Review Committee's decision. The requestor may appeal the Review Committee's decision to the superintendent or the superintendent's designee by submitting a written appeal to the superintendent or the superintendent's designee within fourteen (14) days of submission of the Review Committee's decision to the requestor. The superintendent or the superintendent's designee shall provide a written decision on a requestor's appeal within a reasonable time period.
 6. The requestor shall have the right to appeal the decision of the superintendent or the superintendent's designee to the school board.

Legal References:

Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (School Board Responsibilities)
Minn. Stat. § 124D.901 (Public School Libraries and Media Centers)
Minn. Rules Part 8710.4550 (Library Media Specialists)
Bd. of Educ., Island Trees Union Free Sch. Dist. No. 26 v. Pico, 457 U.S. 853 (1982)
Virginia State Bd. of Educ. v. Barnette, 319 U.S. 624, 642 (1943)

Cross References:

MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)

Formal Request for Reconsideration of Specific Library Collection Material

The Fridley Public Schools school board adopted Policy 606.5 (Library Materials), under which the school board delegated responsibility for selection and evaluation of library materials to school district staff. This policy establishes procedures for formal reconsideration of specific library collection material.

A Fridley Public Schools' district employee, student, or a parent or guardian of a school district student may request reconsideration of specific library material on the basis of appropriateness.

A requestor has the option to request Formal Reconsideration if the informal process set forth in Policy 606.5 has not resolved the matter.

The first step in the Formal Reconsideration process is submission of a fully completed Formal Request for Reconsideration form. A separate form must be completed in full for each library material item for which formal reconsideration is requested.

If you wish to request formal reconsideration of specific library collection material, please return a completed form to:

The Director of Teaching & Learning at 6000 West Moore Lake Drive, Fridley, MN 55432

Date

Name of Requestor

Address

Phone

Email

Type of Library Material (please check)

Book (e-book)	<input type="checkbox"/>
Movie	<input type="checkbox"/>
Magazine	<input type="checkbox"/>
Database	<input type="checkbox"/>
Newspaper	<input type="checkbox"/>

Audio Recording	<input type="checkbox"/>
Digital Resource	<input type="checkbox"/>
App	<input type="checkbox"/>
Streaming Media	<input type="checkbox"/>
Other	<input type="checkbox"/>

Title: _____

Author/Producer: _____

Please explain the concern you have concerning this Library Material.

Please explain the circumstances that brought this Library Material to your attention.

Have you examined the entire Library Material? If not, please identify the sections you reviewed.

Please identify resources that may provide additional information and/or other viewpoints regarding this Library Material.

Please set forth the ways in which you believe this Library Material does not comply with the selection objectives and criteria set forth in Policy 606.5

Please set forth the resolution that you seek.

Minutes
School Board Work Session
Fridley Independent School District 14
February 20, 2024

Call to Order

The Work Session of the Fridley School Board was called to order by School Board Chair Meisner at 5:30 PM on Tuesday, February 20, 2024, at the Fridley Community Center. The following Board members were present in the room: Nikki Auna, Sara Jones, Jake Karnopp, Erik Keeler, Ross Meisner. Absent: Avonna Starck

The following items were discussed:

- A. Signing Required Documents
- B. Oversight of Operations
 - 1. Survey Results – Dr. Don Lifo
 - 2. Facilities Presentation – Jason Mutzenberger (CESO) & Matthew Hammer (Ehlers)
- C. Informational Items
 - 1. At the Next Work Session – No March early work session
 - 2. Board Scholarship
 - 3. Important School Board Dates
 - a. AMSD – Karnopp
March 5, 2024 7:30AM
Quora Education Center
 - b. NE Metro 916 Meeting – Jones
March 6, 2024 6:00 PM
Bellaire School
 - c. NWSISD Joint Powers Board Meeting - Meisner
March 20, 2024 6:15 PM
NWSISD District Office
 - d. Schools for Equity in Education – Auna
April 26, 2024 9:30AM
DoubleTree Hotel – Roseville

Adjourned at 7:25 p.m.

Jake Karnopp, Board Chair

Ross Meisner, Board Clerk

Minutes
School Board Business Meeting
Fridley Independent School District 14
February 20, 2024

Call to Order, Pledge of Allegiance

Jake Karnopp called the Business Meeting of the Fridley School Board to order at 7:30 p.m. on Tuesday, February 20, 2024, at the Fridley Community Center (FCC). Present: Deqa Ahmed, Nikki Auna, Deo Gbadoe, Sara Jones, Jake Karnopp, Erik Keeler, Ross Meisner. Absent: Avonna Starck

Oath of Office for newly appointed School Board Student Representatives

Board Chair Karnopp, read the oath of office for newly appointed Student Representatives: Deqa Ahmed and Deodatus Gbadoe.

Approval of Agenda

Motion by Keeler, seconded by Auna, to approve the agenda for February 20, 2024. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 7-0.

Superintendent and Staff Reports

1. Superintendent Lewis introduced the new Student Representatives to the School Board, Director of Nutritional Services, Renee Arbogast spoke about our nutritional programs, American Indian Parent Representative, Josh Callhan, reviewed the district's goals for American Indian Education and supporting students who identify as American Indian.

Business Action Items

1. Motion: American Indian Education vote of concurrence

Motion by Meisner, seconded by Auna to approve the American Indian Education vote of concurrence. Upon vote being taken all voted in favor, none against, none abstained. Motion carried 7-0.

2. RESOLUTION: Accepting Gifts

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

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

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

- The following persons donated to **Fridley High School**:
 - Anonymous donor - \$214

Motion by Jones, seconded by Auna, to accept the gifts and thank the donors for their contributions. Upon roll call vote being taken all voted in favor, none against, none abstained. Motion carried 7-0.

Consent Agenda

Motion by Meisner, seconded by Keeler to approve the consent agenda of including minutes of the work session and business meeting held on January 16, 2024; the Monthly Financial Reports; New Contracts,

Amendments, Leaves of Absence, Resignations, Retirements; the Overnight Field Trip – Get Ready HBCU College Tour in April 2024; the Overnight Field Trip – FMS/FHS Jazz Bands to Eau Claire Jazz Band Festival in April 2024; the Overnight Field Trip – Robotics Team to Northern Lights Competition in Duluth in February 2024; the Overnight Field Trip – Robotics Team to Granite City Competition in St. Cloud in April 2024; Education Identity & Access Management Resolution / IOwa Recertification for Brenda Lewis. Upon vote being taken all voted in favor, none against, none abstained. Motion carried 7-0.

Important Future School Board Dates

1. RLS PTO Meeting
February 21, 2024 5:30 PM
Stevenson Elementary School

2. Incoming 5th grade parent night
February 22, 2024 5:00 PM
Fridley Middle School

3. FHS Choir Open Mic Night
February 22, 2024 7:00 PM
District Auditorium

4. Free Family Movie Night: Teenage Mutant Ninja Turtles Mutant Mayhem
March 1, 2024 at 7:00 PM
District Auditorium

5. FMS/FHS Jazz Band Coffee Concert
March 4, 2024 at 7:00 PM
Fridley Middle School

6. Hayes Kindergarten Round Up
March 6, 2024 at 5:30 PM
Hayes Elementary

7. Stevenson Kindergarten Round Up
March 7, 2024 at 5:30 PM
Stevenson Elementary

8. FMS Musical: Annie Jr
March 14, 15 at 7:00 PM and March 16 at 2:00 PM
District Auditorium

9. Fridley Public Schools School Board Meeting
March 19, 2024
Fridley Community Center
5:30 PM Work Session
7:00 PM Public Forum
7:30 PM Business Meeting

Adjournment

Motion by Jones, seconded by Keeler, to adjourn at 8:08 p.m. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 7-0.

Jake Karnopp, Board Chair

Ross Meisner, Board Clerk

**INDEPENDENT SCHOOL DISTRICT NO. 14
FRIDLEY, MINNESOTA
TREASURER'S REPORT
MONTH ENDING 2/29/24**

Fund	Balance 1/31/24	Receipts	Payroll Disbursements	A/P Disbursements	Journal Entry Transfers	Balance 2/29/24
General (01)	\$ 39,783,973.21	\$ 3,936,470.09	\$ 1,583,103.05	\$ 2,641,792.80	\$ (494,848.26)	\$ 39,000,699.19
Food Service (02)	724,674.16	266,552.90	52,778.57	187,941.51	(24,411.53)	\$ 726,095.45
Transportation (03)	(38,096,413.32)	355,937.02	13,138.67	324,839.29	(2,689.49)	\$ (38,081,143.75)
Comm. Service (04)	(86,608.18)	68,547.13	92,770.46	159,464.33	(25,947.98)	\$ (296,243.82)
Operating Capital (05)	(732,536.02)	-	-	2,300.41	-	\$ (734,836.43)
Construction (06)	(283,834.59)	-	-	-	-	\$ (283,834.59)
Debt Service (07)	1,383,057.53	(2,555.86)	-	-	-	\$ 1,380,501.67
Performance Contract (16)	(4,220,892.26)	-	-	-	-	\$ (4,220,892.26)
Activity Fund (19)	198,838.32	9,467.17	-	8,460.19	-	\$ 199,845.30
Dental Self Insurance (20)	326,649.22	199.30	-	23,956.57	28,480.20	\$ 331,372.15
Medical Self Insurance (21)	6,258,008.13	156,941.89	-	689,279.28	519,417.06	\$ 6,245,087.80
OPEB Trust Fund (25)	1,656,246.66	19,426.14	-	1,954.64	-	\$ 1,673,718.16
OPEB Debt Service (47)	160,541.84	-	-	-	-	\$ 160,541.84
Student Activities Under Board Control (51)	106,173.88	10,490.00	-	18,506.15	-	\$ 98,157.73
Total	\$ 7,177,878.58	\$ 4,821,475.78	\$ 1,741,790.75	\$ 4,058,495.17	\$ -	\$ 6,199,068.44

Bank	Balance Per Bank Statement	Outstanding Checks	Outstanding Deposits	Balance per Treasurer's Books
MN Trust - OPEB	\$ 1,634,915.30	\$ -	\$ -	\$ 1,634,915.30
MN Trust - Operating	4,642,310.45	78,157.31	-	4,564,153.14
Total	\$6,277,225.75	\$ 78,157.31	\$ -	\$6,199,068.44

Difference \$ 0.00

Schedule of Investments**As of 2/29/24**

Investment	Broker	Type	Purchased	Maturity	Market Value	Par	Yield
MNTrust Term Series-Flex (TECH CU)	PMA - OPP	TS	02/29/24	02/29/24	7,114,729.10	7,114,729.10	5.35%
Oklahoma City - TXBL	PMA - OPEB	SEC	01/07/20	03/01/24	200,000.00	200,000.00	1.70%
US Treasury N/B	PMA - OPEB	SEC	11/22/21	10/15/24	680,449.22	700,000.00	0.66%
General Electric Credit Union, OH	PMA - OPEB	CD	02/07/23	10/16/24	224,000.00	241,962.88	4.74%
Great Midwest Bank, S.S.B., WI CD	PMA - OPEB	CD	02/07/23	10/16/24	101,000.00	108,604.85	4.45%
US Treasury N/B	PMA - OPEB	SEC	12/21/21	11/30/24	432,015.47	444,000.00	0.80%
US Treasury N/B	PMA - OPEB	SEC	01/21/22	11/30/25	255,073.24	275,000.00	1.35%
US Treasury N/B	PMA - OPEB	SEC	02/24/22	11/30/25	222,609.37	240,000.00	1.72%
Great Midwest Bank, S.S.B., WI CD	PMA - OPEB	CD	12/28/22	12/01/25	120,000.00	134,747.18	4.20%
Totals					\$ 9,349,876.40	\$ 9,459,044.01	

Personnel Changes 2023-2024

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

First Name	Last Name	Assignment	Step/Lane/Salary	School
Aidan	Andler	Student Worker – Auditorium	Schedule C	FHS
Lance	Bailey	JV/B Baseball Coach	Schedule C	FHS
Pat	Barrett	Head Boys & Girls Golf Coach	Schedule C	FHS
Pamerlyn	Boyles	Sped Para	Step 1	HYS
Kayla	Bryson-Rivera	Assistant Softball Coach	Schedule C	FHS
Denise	Carlson	Building Monitor	Step 1	FCC
Toria	Collins	Reading LTS	MA+40 Step 9	HYS
Madeline	Cronk	Adaptive Bowling Coach	Schedule C	FHS
Christopher	Cudnowski	CoHead Tennis Coach	Schedule C	FHS
Jim	Cummings	Assistant Boys & Girls Golf Coach	Schedule C	FHS
Katherine	Dobson	ECSE Para	Step 2	FCC
Nick	Grady	Adapted Bowling Coach	Schedule C	FHS
Breanna	Green	ACT Prep	Schedule C	FHS
Ronaldo	Grefaldo	Sped Para	Step 1	HYS
Anna	Hamer	Lego League Advisor	Schedule C	RLS
Emily	Heille	ACT Prep	Schedule C	FHS
AJ	Helmer	CoHead Tennis Coach	Schedule C	FHS
Michael	Johnson	Head Softball Coach	Schedule C	FHS
Ella	Kemper	Building Sub	BA	RLS
Eric	Larson	ACT Prep	Schedule C	FHS
Tom	Larson	Spring Play Director	Schedule C	FHS
Leah	Lincuna	Building Sub	MA	HYS
Dasia	Maifea-Phomsamouth	Social Worker	BA / Step 1	FHS
Jessie	Marapao	Sped Para	Step 1	FMS
Dan	Nalepka	Head Baseball Coach	Schedule C	FHS
Siena	Olson	Marching Band Head Director	Schedule C	FHS
Dan	Wold	MS Technical Director	Schedule C	FMS
Dan	Wold	Spring Play Technical Director	Schedule C	FHS

Lane Changes

First Name	Last Name	Current Lane	New Lane
Brittany	Breitbach	MA	MA+10
Theodore	Cullen	BA	BA+20
Robert	Hlavinka	MA	MA+30
Steve	Holt	MA+30	MA+40
Casey	Leasure	BA+20	BA+30
Jordan	Likness	MA	MA+10
Alisa	Lowry	MA+30	MA+40
Todd	Reiland	MA+20	MA+30

Resignations (2023-2024)

- Colin Heiland resigned his custodian position at Fridley High School, effective March 1, 2024.
- Anna Markwardt resigned her School Psychologist position at Fridley Community Center, effective March 8, 2024.

Terminations (2023-2024)

- Katrina Crockett was terminated from her paraeducator position at Fridley High School, effective March 12, 2024.
- Paul Klandrud was terminated from his custodian position at Hayes Elementary School, effective March 11, 2024.
- Aaron Presuhn was terminated from his custodian position at Fridley Middle School, effective March 26, 2024.

**JOINT POWERS AGREEMENT
BETWEEN FRIDLEY PUBLIC SCHOOLS
AND
ST. ANTHONY–NEW BRIGHTON PUBLIC SCHOOLS
FOR THE CREATION OF A COMMUNITY EDUCATION AQUATICS CONSORTIUM**

I. Purpose

This Agreement is made and entered into pursuant to Minnesota Statutes §471.59 between Fridley Public Schools, Independent School District No. 14 and St. Anthony–New Brighton Public Schools, Independent School District No. 282 for the collaborative use of facilities and community education funds in order to provide swimming instruction and other recreation to its communities.

II. Membership

1. The two-member school districts of the FSNB Community Education Aquatics Consortium are:

- Fridley Public Schools, Independent School District No. 14
- St. Anthony-New Brighton Public Schools, Independent School District No. 282

2. Each member shall insure that their sites are fully operational, and timely communicate any issues regarding facilities used by the FSNB Community Education Aquatics Consortium. Each member school district is responsible for the costs of maintenance and facility improvements to the respective pools and associated facilities.

III. Legal Status

This Agreement is for a cooperative venture, and it is not intended to create a separate, free-standing entity. Property will not be owned in the name of the FSNB Community Education Aquatics Consortium, nor will it have its own employees. Any contracts related to the Consortium must be approved and executed by the member school boards.

IV. Governing Board

Upon commencement of this Agreement, the member school district shall designate the following individuals to the FSNB Community Education Aquatics Consortium Board:

- Fridley Public Schools Community Education Director
- St. Anthony-New Brighton Public Schools Director of Community Services & Communications
- Fridley Public Schools Community Education Adult & Youth Services Coordinator
- St. Anthony-New Brighton Public Schools Community Services Coordinator
- FSNB Community Education Aquatics Consortium Program Manager

Board members must attend at least 75% of scheduled meetings annually. The FSNB Community Education Aquatics Consortium Board will meet a minimum of four (4) times each

calendar year to approve a budget and decide on issues of common interest related to fulfilling the Consortium's purpose.

The FSNB Community Education Aquatics Consortium Board shall establish an annual plan, including activities, programs and/or services undertaken or offered by the Consortium each year and adopted by the Consortium Board. Such plan shall be submitted to the School Board of each member school district no later than June 30 of each fiscal year.

V. Fiscal Agent

Fridley Public Schools shall serve as the Fiscal Agent for the FSNB Community Education Aquatics Consortium. As Fiscal Agent, Fridley Public Schools shall:

1. Employ and supervise the aquatic staff serving the FSNB Community Education Aquatics Consortium.
2. Develop a proposed budget for the Consortium which is presented annually to the Consortium Board for approval.
3. Provide information to the Consortium Board relevant to the efficient and effective functioning of the Consortium.
4. Invoice the St. Anthony-New Brighton Public Schools on a quarterly basis for:
 - (a) the proportional costs of the Aquatics Program Manager position based on the Fridley Public Schools Program Manager pay scale, fiscal year revenue and expenditure projections, and quarterly revenue and expense actuals.
 - (b) the proportional costs of aquatic staff based on the Fridley Public Schools Water Safety Instructor and Lifeguard pay scale, fiscal year revenue and expenditure projections, and quarterly revenue and expense actuals.
 - (c) proportion of expense costs including staff training, certification and professional development, association membership fees, Red Cross fees, other materials related to the successful running of an aquatics program and other expenses associated with the aquatics program, subject to approval by the FSNB Community Education Aquatics Consortium Board.
5. The St. Anthony-New Brighton Public Schools shall make payment to the Fiscal Agent as soon as possible after receipt of invoices, but no later than 30 days after receipt. If St. Anthony-New Brighton Public Schools elects to withdraw from the Consortium in accordance with the provisions of this Agreement, it shall be responsible for its share of any contribution to the Consortium budget and outstanding invoices, up to the effective date of the withdrawal from the Consortium.

6. St. Anthony-New Brighton Public Schools must provide required fiscal and performance data to the Fiscal Agent by any deadlines established by Fridley Public Schools, including quarterly revenue for the aquatics program, including but not limited to monthly transaction reports for the aquatics program.

VI. Term

The term of this Agreement shall commence on July 1, 2024, and shall expire on June 30, 2025, unless it is terminated earlier as described in this Agreement. A member shall notify the FSNB Community Education Aquatics Consortium at least sixty (60) days in advance of the expiration of this Agreement if it does not intend to enter into a subsequent agreement.

VII. Withdrawal and Termination

1. A member may withdraw from the Consortium upon 60 days' written notice to all other members during the term of this Agreement. A withdrawing member shall satisfy all of its financial responsibilities and other commitments up to the effective date of withdrawal.

2. This Agreement shall also terminate: (a) upon written agreement of all members; (b) upon operation of law or court order; or (c) when there are no longer two Consortium members.

3. Upon termination, each Consortium member shall satisfy all financial obligations and other commitments.

VIII. Indemnification and Limitation of Liability

1. Action by Parties to this Agreement are intended to be and shall be construed as a "cooperative activity", and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes §471.59, subd. 1a(a), provided further that for purposes of this statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other Parties. The tort cap limits specified for cooperative agreements under Minnesota Statutes §471.59 shall apply to this Agreement and to the activities of the Parties to this Agreement. The statutory limit for the Parties may not be added together or stacked.

2. To the fullest extent permitted by law, each member of the Consortium agrees to defend and indemnify the others, their school board members, and employees from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the activities under this Agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of the member District, or any one directly or indirectly employed or hired by the member District, or anyone whose acts for the member may be liable.

3. The school district members of the Consortium shall have liability insurance covering the acts and omissions of the Consortium and the Parties to this Agreement and their employees, officials and agents, in an amount not less than the statutory maximum set forth in

Minnesota Statutes §466.04. Any additional cost for such coverage shall be paid by the member school districts.

Nothing in this Section shall be construed as a waiver by any participating member of the Consortium of any immunity, defenses or other limitations on liability to which the member is entitled by law.

IX. Notices

Any notices to or communication regarding the Consortium for purposes of this Agreement shall be sent to:

Stephen Keeler, Director of Community Education, ISD #14
Wendy Webster, Director of Community Education, ISD #282

IN WITNESS WHEREOF, Fridley Public Schools, Independent School District No. 14 and St. Anthony–New Brighton Public Schools, Independent School District No. 282 have approved this Agreement by their respective school boards and have authorized execution by the individuals below.

Director of Community Services & Communications, Independent School District No.282:

_____ Date: _____

School Board Chair, Independent School District No.282:

_____ Date: _____

Superintendent, Independent School District No.282:

_____ Date: _____

Community Education Director, Independent School District No.14:

_____ Date: _____

School Board Chair, Independent School District No.14:

_____ Date: _____

Superintendent, Independent School District No.14:

_____ Date: _____



**School Board Approval
of Overnight Field Trip**

A World-Class Community of Learners

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

Completed by Schuette	Subject area Individuals & Societies	Date of request 02/29/2024
Name of school and staff member(s) planning trip Jessica Schuette (FHS) & Aaron Cuthbert (FMS)		
Name and address of outside sponsoring group YMCA Center for Youth Voice 1801 University Avenue SE, Minneapolis, MN 55414	Name of travel agent selected NA	
List fees or expenses that will be paid by the travel agent to the staff member NA	What are the limits of liability by travel agent? (attach copy of insurance statement) NA	
Number of students on trip 40	Number of school days missed 2 (Thursday/Friday)	
Educational objectives of proposed trip Participants in Model UN learn how countries interact with each other and gain a global perspective on the issues that impact our everyday lives.		
Location of trip (city, state, country) Minneapolis Marriot Hotel 30 South 7 th Street Minneapolis, MN 55402	Dates of trip Thursday, April 4 - Saturday, April 6, 2024	Events (if any) Model United Nations Conference
Number of staff attending Four	Number of parents attending as chaperones None	Who pays for staff and parent expenses?
Expenses paid by district None Transportation paid by NWSISD	Will the district provide a substitute? Yes	How many days? Two
Cost per student \$399 (YMCA also provides needs-based scholarships)	Expenses paid by fund-raising or sponsor \$Additional funding for needs-based scholarships (above those provided by the YMCA are covered by Fridley Lions Club donations	Expenses paid by students \$399 (YMCA also provides needs-based scholarships and if additional funding is needed, donations from the Fridley Lions Club is used).
Special travel and lodging arrangements	Conference takes place at the Marriott Hotel. Student lodging is included in the price of the conference. Security guards are present on every floor.	Itinerary (including dates) Thursday, April 4, 2024 students will depart FHS for the Minneapolis Marriott. Students will attend the conference during the day (Thursday - Saturday) and participate in evening activities (Thursday and Friday) planned by the YMCA and taking place at the Marriott. Lunches will be in the skyway. YMCA staff is present to help students in designated areas. Saturday, April 6, 2024 students will return to FHS from the Minneapolis Marriott.

Will you include information that will be provided to parents/students for advertising the trip?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Attached	Will you complete parent approval for students to receive emergency needed treatment?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Attached
Will be brought to School Board for action on what School Board meeting date?			

Approved by:

Principal	Superintendent
Date	Date



**School Board Approval
of Overnight Field Trip**

A World-Class Community of Learners

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

Completed by Katie Sneider		Subject area Key Club	Date of request 3/16/24
Name of school and staff member(s) planning trip FHS, Katie Sneider			
Name and address of outside sponsoring group Minnesota Dakotas Key Club District, c/o Kyle Hakala 6545 Promontory Dr. Eden Prairie, MN 55346		Name of travel agent selected NA	
List fees or expenses that will be paid by the travel agent to the staff member NA		What are the limits of liability by travel agent? (attach copy of insurance statement) NA	
Number of students on trip 4		Number of school days missed 0	
Educational objectives of proposed trip Key Club students will participate in the governance of Key Club and be a part of service in action at the district convention.			
Location of trip (city, state, country) Fargo, ND	Dates of trip 3/22/24-3/24/24		Events (if any) MinnDak District Convention
Number of staff attending 1	Number of parents attending as chaperones 0	Who pays for staff and parent expenses? Key Club	
Expenses paid by district \$1145	Will the district provide a substitute? NA	How many days? NA	
Cost per student \$100	Expenses paid by fund-raising or sponsor \$0	Expenses paid by students \$400	
Special travel and lodging arrangements	Ramada Hotel and Conference Center, 3333 13th Ave S Fargo, ND 58103	Itinerary (including dates)	Leave FHS 12PM on 3/22/24, arrive to convention by 4 PM on 3/22/24, leave convention by 11AM on 3/24/24, arrive back at FHS by 3 PM on 3/24/24
Will you include information that will be provided to parents/students for advertising the trip?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Attached	Will you complete parent approval for students to receive emergency needed treatment?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Attached
Will be brought to School Board for action on what School Board meeting date? 3/19/24			

Approved by:

Principal	Superintendent
Date	Date



FRIDLEY PUBLIC SCHOOLS

Brenda Lewis, Ph.D. | Superintendent | brenda.lewis@fridley.k12.mn.us | 763-502-5001

March 4, 2024

To: Dr. Brenda Lewis, Superintendent of Schools
From: Dr. Robert McDowell, SVP - Center for Effective School Operations
Re: Radon Testing Results

Radon is a colorless, odorless, radioactive gas that occurs naturally in soil, rocks, underground water supplies, and in the ambient air. According to the U.S. Environmental Protection Agency (EPA) and other scientific organizations, naturally occurring radon gas has been associated with an increased risk of developing lung cancer.

Radon gas typically moves up through the ground into the air in buildings through subsurface walls and/or floor cracks, floor drains, and construction joints and pipes. The water supply may also be a source of radon exposure.

All frequently occupied rooms with ground contact or rooms immediately above unoccupied spaces that are in contact with the ground, such as crawl spaces, and tunnels are tested at each building within the district.

Per Minnesota Statute, section 123B.571, school districts are required to report radon test results at a school board meeting and report results to the Minnesota Department of Health (MDH), and conduct follow-up testing in rooms that have radon greater than 4 picocuries per liter.

The following information represents the last round of Radon testing. A total of 513 radon kits were analyzed during the Radon testing that occurred on the dates below:

2/28/2022-3/3/2022 (Fridley Community Center/Middle School)

12/6/2022 - 12/9/2022 (Fridley High School)

12/4/2023-12/7/2023 (Hayes Elementary/RL Stevenson Elementary)

School	# of Kits	# of Rooms above 4 pCi/L
Hayes Elementary	74	
RL Stevenson Elementary	76	
Fridley Middle School	142	
Fridley High School	164	
Fridley Community Center	57	





FRIDLEY PUBLIC SCHOOLS

A continuous radon monitor (CRM) was used for follow-up sampling in the copier room, room 121, and room 142 at RL Stevenson Elementary between February 12-14, 2024. A CRM is recommended when greater than half the results of radon concentrations are between 2-4 pCi/L to determine if elevated levels are present during occupied times. Radon levels can fluctuate with the operation of the ventilation system as well as with changes in barometric pressure. The CRM provides hourly radon readings so that levels can be evaluated for periods while the room is occupied. The average radon levels over the workday in the copier room was 1.4 pCi/L on the first day of testing, and 1.5 pCi/L on the second day of testing. The average radon levels for room 121 was 1.4 pCi/L on the first day of testing and 1.3 pCi/L on the second day of testing. The average radon levels for room 142 was 0.8 pCi/L on the first day of testing and 0.9 pCi/L on the second day of testing. The levels, for each room, were below 4 pCi/L action level during the workdays, requiring no further follow up.

504 Student Dress and Appearance

I. Purpose

~~The purpose of this policy is to enhance the education of students by establishing expectations for dress and grooming that are related to educational goals and community standards. The purpose of this policy is to enhance the education of students by establishing expectations that support educational goals. Students and their families have the primary and joint responsibility for student clothing and appearance. Teachers and other district staff should exemplify and reinforce student clothing and appearance standards and help students develop an understanding of appropriate appearance in the school environment.~~

II. General Statement of Policy

- A. ~~The policy of the school district to encourage students to dress appropriately~~ be dressed suitably for school activities and in keeping with community standards. ~~This is a joint responsibility of the student and the student's parent(s) or guardian(s).~~
- B. ~~A student's clothing or appearance may not materially and substantially disrupt or interfere with the educational mission, school environment, classwork, or school activities. A student's dress or appearance may not incite or contribute to substantial disorder or invasion of the rights of others or pose a threat to the health or safety of the students or others. Appropriate clothing includes, but is not limited to, the following:~~
- ~~1. Clothing appropriate for the weather.~~
 - ~~2. Clothing that does not create a health or safety hazard.~~
 - ~~3. Clothing appropriate for the activity (i.e., physical education or the classroom).~~
- C. ~~Students' rights to choose their dress and appearance for school and school-related activities will be protected provided that the clothing~~ Inappropriate clothing includes, but is not limited to, the following:
- ~~1. Clothing bearing a message that is lewd, vulgar, or obscene~~ does not injure people or damage property;-
 - ~~2. Apparel promoting products or activities that are illegal for use by minors~~ does not materially and substantially disrupt or interfere with the educational process or classwork;-
 - ~~3. Objectionable emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves,~~

~~advances or provokes any form of religious, racial or sexual harassment and/or violence against other individuals as defined in Policy 413 does not interfere with the requirements of discipline in the operation of school or school activities, materially disrupt classwork;=~~

~~4. Any apparel or footwear that would damage school property does not involve substantial disorder or invasion of the rights of others.~~

Such clothing includes, but is not limited to, the following:

1. Clothing for the weather.

2. Clothing that does not create a health or safety hazard.

3. Clothing for the activity (i.e., physical education or the classroom).

4. Footwear that does not present a safety hazard.

5. Headwear, including hats or head coverings, are allowed provided that it does not cover the student's face to the extent that the student is not identifiable. Headgear must not interfere with the educational process. Hoodies must allow the face and ears to be visible from the front and sides and must not interfere with the line of sight to any student or staff including while the student wearing the hoodie is seated. Students may wear headgear for a medical or religious reason.

~~4.6. Hair, including but not limited to hair texture and hair styles such as braids, locks, and twists.~~

~~D. Headgear, including hats or head coverings is not to be worn in the building, except with approval of the building administrator (e.g., student undergoing chemotherapy, medical situations, student religious practice or belief).~~

D. Student clothing may not include the following:

1. Clothing (including emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry) bearing a message that is lewd, vulgar, obscene, libelous, or denigrates, harasses, discriminates against others on the basis of protected class status under the Minnesota Human Rights Act, or violates school district policies prohibiting discrimination, violence, harassment, or other harmful activities.

2. Apparel promoting products or activities that are illegal for use by minors.

3. Communicating a message that is racist, sexist, or otherwise derogatory to a protected class group, or approves, advances, or provokes any form of religious, racial or sexual harassment and/or violence against other individuals as defined in Policy 413.

- E. The intention of this policy is not to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, libelous; do not denigrate, harass, or discriminate others on the basis of protected class under the Minnesota Human Rights Act; or do not violate school district policies prohibiting discrimination, bullying, violence, harassment, or other harmful activities~~defamatory, profane, or do not advocate violence or harassment against others.~~

~~"Gang," as defined in this policy, means any ongoing organization, association or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. "Pattern of gang activity" means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.~~

III. Procedures

- A. Enforcement of a student dress code will be approached with careful consideration and sensitivity, with the goals of supporting students as they express themselves and pursue their full potential, of not shaming students, and of minimalizing loss of instructional time. When possible, dress code matters should be addressed privately with students, should seek to determine whether factors exist that impact the student's ability to comply with the dress code, and should seek to address such issues.
- B. When, in the reasonable judgment of the administration, (1) a student's clothing or appearance may materially and substantially disrupt or interfere with the educational mission, school environment, classwork, or school activities; (2) may incite or contribute to substantial disorder or invasion of the rights of others; or (3) pose a threat to the health or safety of the student or others, the student will be directed to make modifications. Parents or guardians will be notified. Other consequences may be enforced in line with Policy 506 (Student Discipline).
- C. The administration may recommend a form of clothing considered appropriate for a specific event and communicate the recommendation to students and parents or guardians. A school district or charter school must not prohibit an American Indian student from wearing American Indian regalia, Tribal regalia, or objects of cultural significance at a graduation ceremony.
- D. Likewise, an organized student group may recommend a form of clothing for students considered appropriate for a specific event and bring such recommendation to the administration for approval.

Legal References:

U. S. Constitution, amendment I.

Minn. Stat. § 124D.792 (Graduation Ceremonies; Tribal Regalia and Objects of Cultural Significance)

Minn. Stat. § 363A.03, Subd. 36a (Definitions)

Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)

B.W.A. v. Farmington R-7 Sch. Dist., 554 F.3d 734 (8th Cir. 2009)

Lowry v. Watson Chapel Sch. Dist., 540 F.3d 752 (8th Cir. 2008)

Stephenson v. Davenport Cmty. Sch. Dist., 110 F.3d 1303 (8th Cir. 1997)

B. H. ex rel. Hawk v. Easton Area School Dist., 725 F.3d 293 (3rd Cir. 2013)

D.B. ex rel. Brogdon v. Lafon, 217 Fed.Appx. 518 (6th Cir. 2007)

Hardwick v. Heyward, 711 F.3d 426 (4th Cir. 2013)

Madrid v. Anthony, 510 F.Supp.2d 425 (S.D. Tex. 2007)

McIntire v. Bethel School, Indep. Sch. Dist. No. 3, 804 F.Supp. 1415 (W.D. Okla. 1992)

Hicks v. Halifax County Bd. of Educ., 93 F.Supp.2d 649 (E.D. N.C. 1999)

Olesen v. Bd. of Educ. of Sch. Dist. No. 228, 676 F.Supp. 820, 205 (N.D. Ill. 1987)

Cross References:

MSBA/MASA Model Policy 413 (Harassment and Violence)

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 525 (Violence Prevention)

School Board Action:

Approved as Policy 504 June 18, 2002

Revised December 18, 2018

Revised October 19, 2021

Revised May 17, 2022