

## Business Meeting

Tuesday, August 19, 2025 7:30 PM

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

A. <b>Call to Order, Pledge of Allegiance</b>	<b>Presenter:</b> Board Chair
B. <b>Approval of Agenda with Suggested Motions and Resolutions</b>	<b>Presenter:</b> Board Chair
B.1. Suggested Motions and Resolutions	
C. <b>Superintendent Report</b>	<b>Presenter:</b> Superintendent Brenda Lewis
D. <b>Business Action Items</b>	
D.1. Paraeducator Master Agreement 2025-2027	<b>Presenter:</b> Superintendent Brenda Lewis
D.2. Nutritional Services Master Agreement 2025-2027	<b>Presenter:</b> Superintendent Brenda Lewis
D.3. RESOLUTION Accepting Gifts	<b>Presenter:</b> Board Chair
E. <b>Consent Agenda</b>	<b>Presenter:</b> Board Chair
E.1. Minutes of the School Board Business Meeting Held on July 15, 2025	
E.2. New Contracts, Amendments, Leaves of Absence, Terminations, Resignations, and Retirements	
E.3. Superintendent Lewis Contract 2026-2029 and Addendum for 2025-26	
F. <b>Written Information</b>	
F.1. First Reading of Policies	
F.1.a. Policy 516.5 Overdose Medication	<b>Presenter:</b> Assistant Superintendent Rochelle Cox
G. <b>Important Future School Board Dates</b>	<b>Presenter:</b> Board Chair
G.1. Back to School Resource Fair August 23, 2025 10AM - Noon Fridley High School Parking Lot	
G.2. VISTA Orientation August 27, 2025 4-5 PM VISTA Education Center	
G.3. Preschool Orientation Sessions August 27, 2025 4-6 PM Fridley Community Center	
G.4. Fridley High School & Fridley Middle School Open House/Orientation August 28, 2025 1:30-5:30 PM FHS and FMS	
G.5. RLS and Hayes Orientation Sessions August 28, 2025 4-6 PM	

RLS and Hayes

G.6. Tiger Club Open House  
August 28, 2025 4-6 PM  
Fridley Community Center

G.7. District Holiday  
September 1, 2025

G.8. Preschool, Hayes, RLS Family Orientation  
Sessions  
September 2, 2025  
FCC, Hayes, RLS

G.9. All VISTA Students First Day  
September 2, 2025  
VISTA Education Center

G.10. 5th Grade and New Student Orientation  
September 2, 2025  
Fridley Middle School

G.11. 9th and 12th Grade First Day  
September 2, 2025  
Fridley High School

G.12. First Day ALL Students  
September 3, 2025

G.13. District Spirit Day - Wear Black & Gold!  
September 5, 2025

G.14. Homecoming Week  
September 8-12, 2025  
With Homecoming Game on Friday, Sept 12

G.15. Fridley Public Schools Board Meeting  
September 16, 2025  
Work Session, 5:30 PM  
Open Forum, 7:00 PM  
Business Meeting, 7:30 PM  
Fridley Community Center

H. **Adjournment**

**Presenter:** Board  
Chair

**Tuesday, August 18, 2025**  
**School Board Business Meeting**  
**Motions**

**A. Call to Order, Pledge of Allegiance**

**B. Approval of Agenda with Suggested Motions and Resolutions**

**a. Suggested Motions and Resolutions**

Suggested Motion: Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to approve the agenda for August 18, 2025.

**C. Superintendent Report**

**D. Business Action Items**

**a. Motion: Approval of the 2025-2027 Paraeducator Master Agreement**

Suggested Motion: Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to approve the 2025-2027 Paraeducator Master Agreement.

**b. Motion: Approval of the 2025-2027 Nutritional Services Master Agreement**

Suggested Motion: Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to approve the 2025-2027 Nutritional Services Master Agreement.

**c. RESOLUTION: Gifts**

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

**E. Consent Agenda**

Suggested Motion: Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to approve the consent agenda including minutes of the business meeting held on July 15, 2025; New Contracts, Amendments, Leaves of Absence, Resignations, Retirements and Terminations; and Superintendent Contract Addendum for 2025-26 and Superintendent Contract for 2026-2029.

**F. Written Information**

- a. First Reading - NEW: Policy 516.5 Overdose Medication

**G. Important Future School Board Dates**

- a. Back to School Resource Fair  
August 23, 2025 10AM - Noon  
Fridley High School Parking Lot
- b. VISTA Orientation  
August 27, 2025 4-5 PM  
VISTA Education Center

- c.** Preschool Orientation Sessions  
August 27, 2025 4-6 PM  
Fridley Community Center
- d.** Fridley High School & Fridley Middle School Open House/Orientation  
August 28, 2025 1:30-5:30 PM  
FHS and FMS
- e.** RLS and Hayes Orientation Sessions  
August 28, 2025 4-6 PM  
RLS and Hayes
- f.** Tiger Club Open House  
August 28, 2025 4-6 PM  
Fridley Community Center
- g.** District Holiday  
September 1, 2025
- h.** Preschool, Hayes, RLS Family Orientation Sessions  
September 2, 2025  
FCC, Hayes, RLS
- i.** All VISTA Students First Day  
September 2, 2025  
VISTA Education Center
- j.** 5th Grade and New Student Orientation  
September 2, 2025  
Fridley Middle School
- k.** 9th and 12th Grade First Day  
September 2, 2025  
Fridley High School
- l.** First Day ALL Students  
September 3, 2025
- m.** District Spirit Day - Wear Black & Gold!  
September 5, 2025
- n.** Homecoming Week  
September 8-12, 2025  
With Homecoming Game on Friday, Sept 12

- o. Fridley Public Schools School Board Meeting  
September 16, 2025  
Fridley Community Center  
5:30 PM Work Session  
7:00 PM Public Comment  
7:30 PM Business Meeting

**H. Adjournment**

Suggested Motion: Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to adjourn the meeting at \_\_\_\_\_.

**Master Agreement**

**Between**

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

**And**

**PARAEDUCATORS**

**July 1, ~~2023-2025~~ Through June 30,  
~~2025~~2027**

**MASTER AGREEMENT BETWEEN  
FRIDLEY INDEPENDENT SCHOOL DISTRICT 14  
AND PARAEDUCATOR  
~~2023-2025~~2025-2027**

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| **Memorandum of Understanding: Work Breaks**

**THIS AGREEMENT**, made and entered into as of July 1, ~~2025~~<sup>2023</sup>, 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.

<b>Experience Increments</b>	<del>2023-2025</del> <b>2025-2027</b>
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~~will be invited to attend a building all-staff meeting, up to 60 minutes in duration, once per month. If there is a conflict with a paraeducator's 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.

Employees responsible for administrative duties such as third-party billing will have time built into their schedule for the purpose of allowing time to complete these duties. 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. Employees unable to report to work will be allowed to work from home and complete trainings, administrative tasks and other work-related duties that are able to be completed remotely. Employees will be told by the end of their workday when possible, of the possibility of a school closing the following day. In the event of an emergency school closing, previously approved leave (vacation, personal, sick) shall not be deducted from the employee's leave balances, provided students are not in attendance on the closing day and the day is not scheduled for staff development or other district required duties.

### **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)~~ 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.

### **Section 14. Personal Injury Documentation**

In the event an employee is physically or verbally assaulted by a student, the employee will have a minimum of fifteen (15) minute debrief of the incident with the employee's supervisor. The supervisor will ensure the employee completes any applicable paperwork (incident forms, etc.).

**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.

**Section 5. Summer Holidays**

Employees working summer programming, inclusive of the week of Juneteenth, will be paid for the Juneteenth holiday when the day falls on a weekday (Monday-Friday). Employees will be paid their regularly scheduled hours as assigned for the summer program they are working.

**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:~~

	<del>2023- 2024</del>	
<del>Zero (0) through Three (3) years in Fridley</del>	<del>\$0</del>	
<del>Four (4) through Nine (9) years in Fridley</del>	<del>\$1950</del>	
<del>Ten (10) through Fourteen (14) years in Fridley</del>	<del>\$2075</del>	
<del>Fifteen (15) through Nineteen (19) years in Fridley</del>	<del>\$2200</del>	
<del>Nineteen (19+) plus years in Fridley</del>	<del>\$2325</del>	

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

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

	<del>2025-2026</del>	<del>2026-2027</del>
<del>Zero (0) through nine (9) years in Fridley</del>	<del>\$2,625</del>	<del>\$3,025</del>
<del>Ten (10) years through fourteen years</del>	<del>\$2,875</del>	<del>\$3,275</del>

**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~~50,000

## **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

<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<del>2023-2024</del>	<del>\$20.00</del>	<del>20.50</del>	<del>21.00</del>	<del>21.50</del>	<del>23.00</del>
<del>2024-2025</del>	<del>20.50</del>	<del>21.00</del>	<del>21.50</del>	<del>22.00</del>	<del>24.00</del>
<del>2025-2026</del>	<del>\$22.50</del>	<del>\$23.00</del>	<del>\$23.50</del>	<del>\$24.00</del>	<del>\$26.00</del>
<del>2026-2027</del>	<del>\$24.50</del>	<del>\$25.00</del>	<del>\$25.50</del>	<del>\$26.00</del>	<del>\$28.00</del>

**Experience Increments.**

<b>Experience Increments</b>	<del>2023-2025</del>	<del>2025-2027</del>
After 10 years of service to the District	<del>\$.90</del>	<del>\$1.00/hour</del>
After 15 years of service to the District	<del>\$1.20</del>	<del>\$1.50/hour</del>
After 20 years of service to the District	<del>\$1.70</del>	<del>\$2.00/hour</del>
After 25 years of service to the District	<del>\$2.00</del>	<del>\$2.25/hour</del>



**Master Agreement**

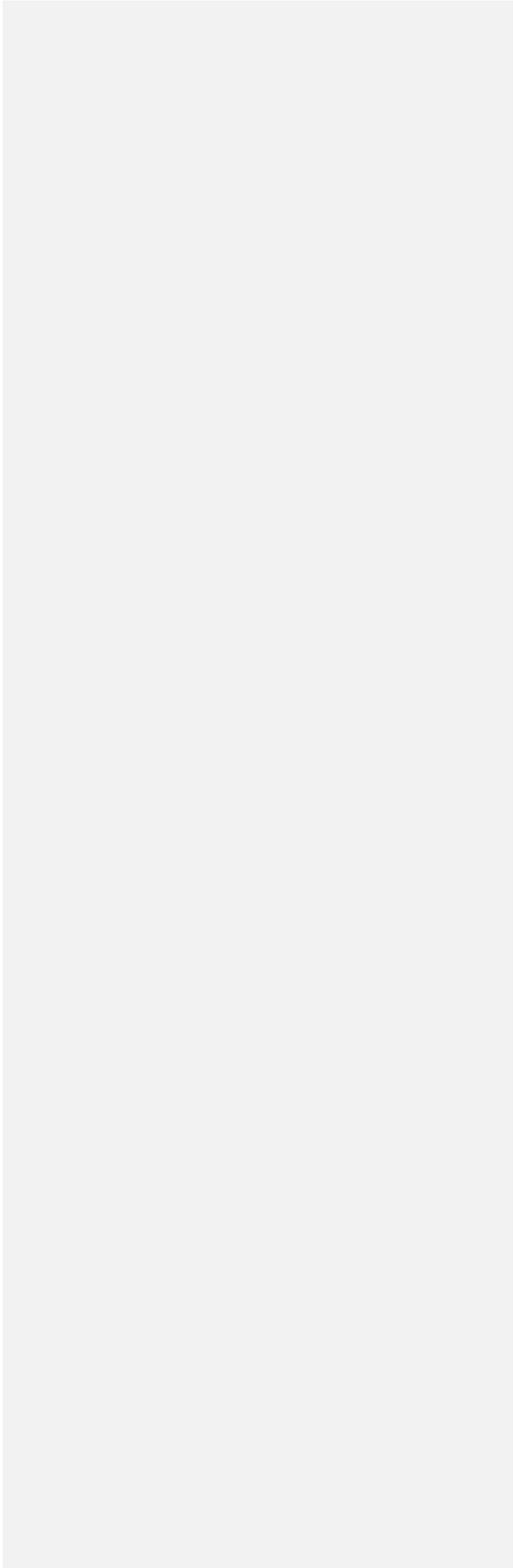
**Between**

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

**And**

**NUTRITIONAL SERVICES EMPLOYEES**

**July 1, ~~2025-2023~~ through June 30, ~~2027~~2025**



**Fridley Independent School District 14**  
**~~2025-2027~~2023-2025 Master Agreement**  
**Nutritional Services Employees**  
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<b>WAGE SCHEDULE, CERTIFICATION PAY, and EXPERIENCE INCREMENTS -----</b>	<b>23</b>

**THIS AGREEMENT**, made and entered into as of the first day of July ~~2025~~<sup>2023</sup>, by and between the School Board of Independent School District 14 of Anoka County, Minnesota, hereinafter

referred to as the Employer and School Service Employees Union, Local 284, hereinafter referred to as the Union.

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

**Section 1. Purpose**

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

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

**Section 2. Recognition**

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

**Section 3. Obligation**

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

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

**Section 4. Authority of School Board**

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

of the work, the method and processes are the responsibility of the Board and/or its administrators.

### **Section 5. Union Dues**

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

### **Section 6. Anniversary Date**

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

Hiring date: January 1, 2019 through December 31, 2019  
Anniversary Date July 1, 2019 (step 1 2019-2020 school year)  
Step Advancement, first anniversary – July 1, 2020 (step 2 2020-2021)  
District 403 (b) plan contribution – July 1, 2023  
Experience Increment – July 1, 2029

Hiring date: January 1, 2020 through December 31, 2020  
Anniversary Date July 1, 2020 (step 1 2020-2021 school year)  
Step Advancement, first anniversary – July 1, 2020 (step 2 2021-2022)  
District 403 (b) plan contribution – July 1, 2024  
Experience Increment – July 1, 2030

## **ARTICLE II SALARY SCHEDULES AND WORK ASSIGNMENTS**

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

### **Section 3. Step Placement**

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

#### **Section 4. Certification**

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

**SUBD. 2.** Once certified, all employees must maintain and keep certification current or may be subject to discipline. Failure to meet the renewal deadline will result in the suspension of certification pay. The District will reimburse employees for annual SNA membership and certification fees up to an annual maximum of \$100.00.

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

#### **Section 5. Paychecks**

Employees will be paid on a semi-monthly basis.

#### **Section 6. Overtime**

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

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

#### **Section 7. Minimum Hours**

Any work period shall be a minimum of two hours.

#### **Section 8. Work Breaks**

Employees will be allowed at least one fifteen-minute break in the workday. On occasion, situations may arise making it necessary to work through a break, but every effort will be made to ensure that will not be the norm.

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

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

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

A 125B Plan will be provided for all employees.

**Section 11. Extra-curricular Functions**

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

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

**Section 12. Work Time Modifications**

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

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

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

**Section 13. New Employee Training**

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

**ARTICLE III  
INSURANCE**

**Section 1. Medical Contribution**

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

A. Employees working six hours or more per day:

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

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

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

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

Single	Prorated based on the employee's weekly assigned hours divided by 25
Employee plus one	Individual coverage cost (employee will pay the difference between the individual cost and the employee plus one cost).
Family	Individual coverage cost plus \$75.00 (the employee will pay the difference between the individual cost plus \$75.00 and the family coverage cost.)

**Section 2. Dental Insurance**

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

**Section 3. Long Term Disability**

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

**Section 4. Life Insurance Contribution**

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

**ARTICLE IV  
LEAVES OF ABSENCE**

**Section 1. Sick Leave**

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

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

**Section 2. Personal Leave**

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

**Section 3. Vacation Leave**

Subd. 1. Two (2) vacation leave days shall be earned annually. ~~EmployeesMembers~~ of the Nutritional Services staff will receive their vacation allocation at the start of the school year. Vacation hours will be allocated based on the ~~employee'smember's~~ daily schedule and will be prorated based on days and hours worked in the assignment. ~~EmployeesA member~~ planning to use a vacation leave day(s) shall notify ~~the Director of Nutrition Services~~ their supervisor as early as possible, but in any event at least one (1) week in advance, except in cases of emergency. Vacation days cannot be used the first and last two weeks of the school year, except in emergency or once in a life time situations subject to the approval of the Director of Human Resources. Vacation days may accrue to a total of five (5). Vacation days not taken shall be paid

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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.

Subd. 2. Employees that have completed ten (10) years of service will be granted one (1) additional vacation day subject to the terms as identified in subdivision 1.

#### **Section 4. Child Care Leave**

See District policy.

#### **Section 5. Jury Duty**

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

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

#### **Section 6. Emergency School Closing**

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

#### **Section 7. Bereavement**

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

#### **Section 8. Resignation**

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

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

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

**Section 10. Unpaid Leave of Absence**

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

**ARTICLE V  
HOLIDAYS**

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

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

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

Summer Programming: Employees working summer programming, inclusive of the week of Juneteenth, will be paid for the Juneteenth holiday when the day falls on a weekday (Monday-Friday). Employees will be paid their regularly scheduled hours as assigned for the summer program they are working.

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**ARTICLE VI  
PROBATION, POSTING DISCHARGE, AND DISCIPLINE**

**Section 1. Probationary Period**

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

In addition to the initial probationary period an employee transferred or promoted to a different classification shall serve a new probationary period of ninety (90) working days with

an evaluation to occur no later than forty-five (45) working days into the new probationary period in any new such classification. During this ninety (90) working day probationary period if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification. The employee will have the rights to the position held before transfer or promotion.

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

### **Section 2. Job Posting**

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

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

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

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

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

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

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

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

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

**SUBD. 2.** An employee shall be entitled to have a representative of the Union present in the event that she/he is being reprimanded, warned or disciplined for any infraction of rules

and delinquency in professional performance. If an employee requests representation, no action shall be taken with respect to the matter until a representative of the Union is present, provided that the representative is available in a timely manner so as not to delay the action.

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

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

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

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

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

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

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

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

#### **Section 6. Seniority**

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

## **Section 7. Seniority List**

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

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

## **ARTICLE VII GRIEVANCE PROCEDURE**

### **Definitions and General Provisions**

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

H. *Responses to Grievances:* In responding to a grievance at any step, the District representative shall issue a written decision to the employee(s) with the grievance, the union steward, and the union business agent.

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

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

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

*Step 4.* Arbitration Procedures

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

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

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

**SUBD. 4. Submission of Grievance Information.** Upon appointment of the arbitrator, the appealing party shall, within five days after notice of appointment, forward to the arbitrator, with a copy to the Superintendent, the submission of the grievance which shall

set forth the nature and basis of the grievance. Additional information shall be provided at the arbitrator's request.

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

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

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

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

**ARTICLE VIII  
MATCHING ANNUITY AND SEVERANCE**

**Section 1. Matching Annuity**

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

**Section 2. Eligibility**

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

**SUBD. 1.** Employees working at least 4 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.** Employees hired after July 1, 1990 will be eligible for the following amounts:

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

	<del>2025-2026</del>	<del>2026-2027</del>
<u>Zero (0) through nine (9) years in Fridley</u>	<u>\$2100</u>	<u>\$2300</u>
<u>Ten (10) years and over in Fridley</u>	<u>\$2500</u>	<u>\$2700</u>

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

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

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

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

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

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

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

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

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

**Section 4.**

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

**ARTICLE IX  
MISCELLANEOUS**

**Section 1. Retirement**

As provided by law.

**Section 2. Lunch**

Nutritional Services employees will not be charged for their lunch.

**Section 3. Custodial Functions**

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

**Section 4. Physical Examinations**

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

**ARTICLE X  
DURATION**

**THIS AGREEMENT** shall be in force from July 1, 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  
SEIU Local 284

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

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

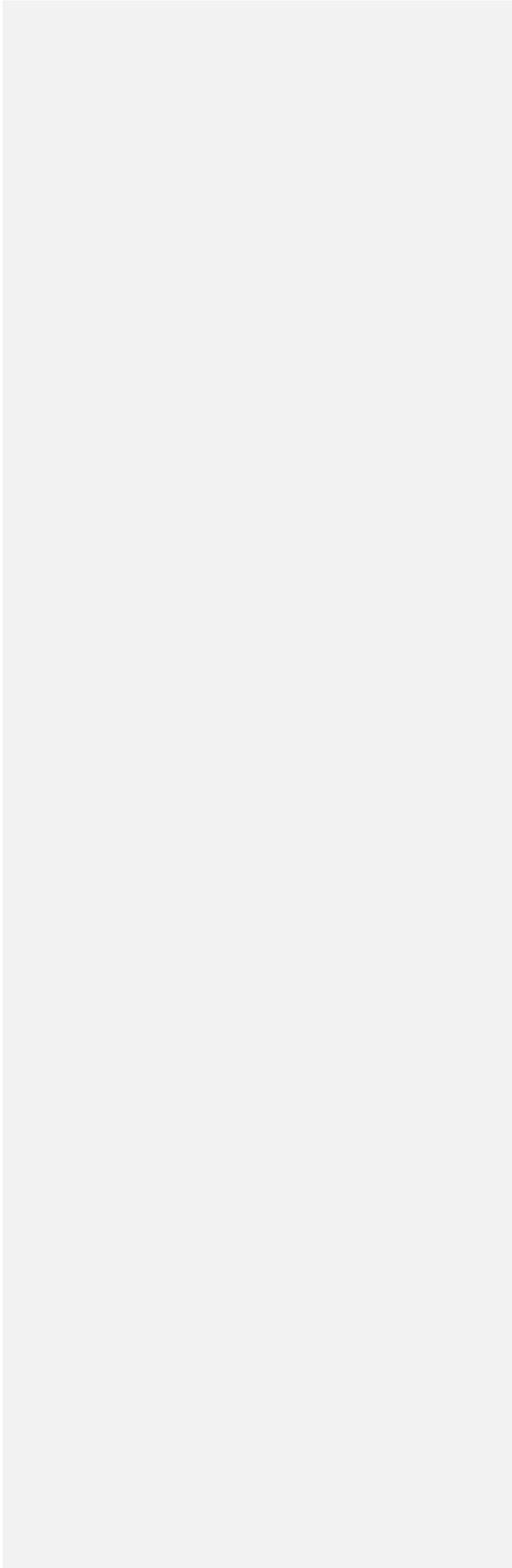
Date \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_



~~2025-2027~~~~2023-2025~~  
**ATTACHMENT A,**  
**WAGE SCHEDULE, CERTIFICATION PAY, and EXPERIENCE INCREMENTS**  
 Fridley ISD 14 Nutritional Services Employees

**Section 1. ~~2025-2027~~~~2023-2024~~ Wage Schedule**

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

2025-2026. Wage Schedule Nutritional Services Employees

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>Cook Manager - High School</u>	<u>\$25.56</u>	<u>\$26.14</u>	<u>\$26.98</u>	<u>\$27.67</u>	<u>\$28.45</u>
<u>Cook Manager - Middle School</u>	<u>\$24.25</u>	<u>\$24.83</u>	<u>\$25.67</u>	<u>\$26.36</u>	<u>\$27.14</u>
<u>Cook Manager - Elementary School</u>	<u>\$23.22</u>	<u>\$23.80</u>	<u>\$24.64</u>	<u>\$25.33</u>	<u>\$26.11</u>
<u>Assistant Cook Manager</u>	<u>\$22.18</u>	<u>\$22.75</u>	<u>\$23.60</u>	<u>\$24.29</u>	<u>\$25.07</u>
<u>Prep Cook</u>	<u>\$20.70</u>	<u>\$21.60</u>	<u>\$22.56</u>	<u>\$23.25</u>	<u>\$24.03</u>
<u>Nutrition Services Assistant</u>	<u>\$19.16</u>	<u>\$20.05</u>	<u>\$20.96</u>	<u>\$21.85</u>	<u>\$22.75</u>

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2026-2027 Wage Schedule Nutritional Services Employees

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>Cook Manager - High School</u>	<u>\$27.06</u>	<u>\$27.64</u>	<u>\$28.48</u>	<u>\$29.17</u>	<u>\$29.95</u>
<u>Cook Manager - Middle School</u>	<u>\$25.75</u>	<u>\$26.33</u>	<u>\$27.17</u>	<u>\$27.86</u>	<u>\$28.64</u>
<u>Cook Manager - Elementary School</u>	<u>\$24.72</u>	<u>\$25.30</u>	<u>\$26.14</u>	<u>\$26.83</u>	<u>\$27.61</u>
<u>Assistant Cook Manager</u>	<u>\$23.68</u>	<u>\$24.25</u>	<u>\$25.10</u>	<u>\$25.79</u>	<u>\$26.57</u>
<u>Prep Cook</u>	<u>\$22.20</u>	<u>\$23.10</u>	<u>\$24.06</u>	<u>\$24.75</u>	<u>\$25.53</u>
<u>Nutrition Services Assistant</u>	<u>\$20.66</u>	<u>\$21.55</u>	<u>\$22.46</u>	<u>\$23.35</u>	<u>\$24.25</u>

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~~2025-2026~~2023-2024

~~Attachment A, Section 2~~

~~Wage Schedule Nutritional Services Employees~~

	<del>Step 1</del>	<del>Step 2</del>	<del>Step 3</del>	<del>Step 4</del>	<del>Step 5</del>
<del>Cook Manager High School *</del>	<del>22.65</del>	<del>23.21</del>	<del>24.02</del>	<del>24.68</del>	<del>25.43</del>
<del>Cook Manager Middle School *</del>	<del>21.39</del>	<del>21.95</del>	<del>22.76</del>	<del>23.42</del>	<del>24.17</del>
<del>Cook Manager Elementary School *</del>	<del>20.40</del>	<del>20.96</del>	<del>21.77</del>	<del>22.43</del>	<del>23.18</del>
<del>Assistant Cook Manager</del>	<del>19.40</del>	<del>19.96</del>	<del>20.77</del>	<del>21.43</del>	<del>22.18</del>
<del>Prep Cook</del>	<del>17.98</del>	<del>18.85</del>	<del>19.77</del>	<del>20.43</del>	<del>21.18</del>
<del>Cook</del>	<del>16.50</del>	<del>17.36</del>	<del>18.23</del>	<del>19.09</del>	<del>19.95</del>

2024-2025

Attachment A, Section 2

Wage Schedule Nutritional Services Employees

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

**Certification Pay**

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

**Experience Increments**

2023-2025

2025-2027

Inserted Cells

After 5 years	.50/hr	<u>\$0.60/hour</u>
After 10 years	.60/hr	<u>\$0.75/hour</u>
After 15 years	.65/hr	<u>\$1.00/hour</u>
After 20 years	.70/hr	<u>\$1.25/hour</u>

Employees temporarily assigned to work in another building will receive an additional \$0.25 per hour for the hours worked in the other building. This does not include the floater position.

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## **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 **Special Services Department:**
  - Kenn Viken - \$100

**Minutes**  
**School Board Business Meeting**  
**Fridley Independent School District 14**  
**July 15, 2025**

**Call to Order, Pledge of Allegiance**

Board Chair Karnopp called the Business Meeting of the Fridley School Board to order at 7:30 PM on Tuesday, July 15, 2025, at the Fridley Community Center. The following Board members were present in the room: Nikki Auna, Sara Jones, Jake Karnopp, Sara Schreiner and Student representatives Aiyanna Shobe and Malik Bah

Absent: Ross Meisner and Avonna Starck

**Oath of Office / Welcome to Sara and Malik**

Sara Schreiner and Malik Bah were sworn in for their respective roles on the Fridley School Board.

**Approval of the Agenda with Suggested Motions and Resolutions**

Motion by Auna, seconded by Jones, to approve the agenda for July 15, 2025. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 4-0.

**Superintendent and Staff Reports**

A. Superintendent Report

Superintendent Lewis welcomed Angela McShane from the clerical bargaining unit to help present on the 2025-27 Clerical, Media Clerks, Health Assistants and Technology Assistants Master Agreement that was unanimously approved by the group; Coach Kynadi Johnson was introduced in the new role of Student Recruitment and Retention; Kitty Hallin Payne was introduced as the Assistant Principal at Fridley Middle School; Sara Schreiner was welcomed as the appointed Board Member fulfilling the remainder of 2025 for Erik Keeler; Student School Board Representative Malik Bah was welcomed as a representative of the student body at FPS; Kirsten Wickman, Curriculum Coordinator, gave an update on literacy and math; AVID Certified Educators were introduced; Superintendent Lewis discussed the Open Meeting Law Changes; Assistant Superintendent Rochelle Cox gave an update on the construction projects; Superintendent Lewis and Assistant Superintendent Cox spoke about the AASA Women's Leadership Network Conference they attended; Superintendent Lewis spoke on the SRO presentation that was given at the Fridley-Columbia Heights Rotary meeting in conjunction with the Fridley Police Department; Superintendent Lewis spoke on the withholding of federal dollars expected.

**Business Action Items**

A. **RESOLUTION: Approval of the Long Term Facilities Maintenance Plan**

Motion by Auna, seconded by Jones to approve the Long Term Facilities Maintenance

Plan. Upon roll call vote being taken all voted in favor, none against, none abstained. Motion carried 4-0.

**B. RESOLUTION: Approval of the Long Term Facilities Maintenance Plan for NE Metro 916.**

Motion by Jones, seconded by Auna to approve the NE Metro 916 Long Term Facilities Maintenance Plan. Upon roll vote being taken all voted in favor, none against, none abstained. Motion carried 4-0.

**C. Motion: Approval of the 2025-2027 Community Education Employment Agreement**

Motion by Schreiner, seconded by Auna to approve the 2025-2027 Community Education Employment Agreement Upon vote being taken all voted in favor, none against, none abstained. Motion carried 4-0.

**D. Motion: Approval of the 2025-2027 Clerical Master Agreement**

Motion by Auna, seconded by Jones to approve the 2025-2027 Clerical Master Agreement. Upon vote being taken all voted in favor, none against, none abstained. Motion carried 4-0.

**E. Motion: One Reading Needed and Adoption of Policies**

- i. 413 Harassment and Violence
- ii. 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse
- iii. 418 Drug-free Workplace/Drug-free School
- iv. 501 School Weapons Policy
- v. 503 Student Attendance
- vi. 512 School Sponsored Student Publications and Activities
- vii. 515 Protection and Privacy of Student Records
- viii. 516 Student Medication and Telehealth
- ix. 534 School Meals Policy
- x. 621 Literacy and the Read Act
- xi. 704 Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System
- xii. 707 Transportation of Public School Students
- xiii. 709 Student Transportation Safety
- xiv. 802 Disposition of Obsolete Equipment and Material
- xv. 806 Crisis Management

Motion by Auna, seconded by Jones to accept the reading and adoption of these policies. Upon vote being taken all voted in favor, none against, none abstained. Motion carried 4-0.

**F. Consent Agenda**

Motion by Jones, seconded by Aunato approve the consent agenda including minutes of the business meeting held on June 17, 2025; Monthly Financial Reports; New Contracts, Amendments, Leaves of Absence, Resignations, Retirements and Terminations. Upon vote being taken all voted in favor, none against, none abstained. Motion carried 4-0.

**G. Important Future School Board Dates**

- a. Hall of Fame Banquet at Forgotten Star Brewing Co.  
Thursday, July 24 5:00 PM
- b. Football Golf Tournament at Greenhaven Golf Course  
Friday, July 25 1:00 PM
- c. Fridley Community Theatre Presents: Hairspray  
July 25, 26, 31 and August 1 at 7:00 PM  
August 2 at 2:00 PM  
District Auditorium
- d. Remember When Run at Locke Park  
Saturday, July 26 9:00 AM
- e. Fridley Public Schools School Board Meeting  
August 19, 2025  
Fridley Community Center  
5:30 PM Work Session  
7:00 PM Public Comment  
7:30 PM Business Meeting

**Adjournment**

Motion by Jones, seconded by Schriener to adjourn the meeting at 8:48 PM. Upon vote being taken all voted in favor, none against, none abstained. Motion carried 4-0.

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Jake Karnopp, Board Chair

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Avonna Starck, Board Clerk

## **Personnel Changes 2025-2026**

### **New Contracts and Amendments per Master Agreements**

- Margaret Allen, Grade 2, Hayes, MA/Step 9, effective 8/25/25
- Ashley Bangasser, Building Substitute, Stevenson, BA, effective 8/25/25
- Johnnel Bartee, Grade 4, Hayes, BA/Step 8, effective 8/25/25
- Amina Bouteldja, Paraeducator, VISTA, Step 5, effective 9/2/25
- Marc Brown, Special Education Behavior Specialist, ECSE, MA/Step 10, effective 8/25/25
- Sonya Coffie, Paraeducator, Stevenson, Step 5, effective 9/2/25
- Elizabeth Colburn, Paraeducator, Stevenson, step 3, effective 9/2/25
- Kaitlyn Crawford, Grade TBD, Hayes, MA/Step 7, effective 8/25/25
- Spencer Ellis, Special Education, Stevenson, BA/Step 2, effective 8/25/25
- Thomas Gowah, Paraeducator, Hayes, Step 4, effective 9/2/25
- Jonathan Hausten, Grade 5, Fridley Middle, MA/Step 1, effective 8/25/25
- Jinnifer Hicks, Paraeducator, Fridley Community Center, Step 2, effective 8/25/25
- Anne Kline, Occupational Therapist, District-Wide, MA/Step 8, effective 8/25/25
- Michael Liddell, Technology Assistant, District Office, Step 4, effective 7/28/25
- Jessica Lindsay, Grade TBD, Stevenson, MA/Step 17, effective 8/25/25
- Bara Okumu, Receptionist, Hayes, Step 5, effective 9/2/25
- Beth Olsen, Building Substitute, Hayes, BA, effective 8/25/25
- Bobbi Pratt, Grade 6, Fridley Middle, MA/Step 5, effective 8/25/25
- Kellie Reichert, Building Substitute, Hayes, BA, effective 8/25/25
- Sarah Swenson, Kindergarten, Stevenson, BA/Step 3, effective 8/25/25
- Toleen Samaha, Health Assistant, Al-Amal, Step 1, effective 8/25/25
- Monique Webster-Wickliffe, Social Worker, Fridley Middle, MA/Step 4, effective 8/25/25
- Lauren Yurek, Special Education, Hayes, MA/Step 11, effective 8/25/25
- Isr'aa Yusuf, Paraeducator, VISTA, Step 2, effective 9/2/25

### **Individual Contracts**

- Ivan Celedon, Hispanic Family Liaison, District Office, effective 8/18/25
- Michael Deschneau, Special Ed Coordinator, District Office, effective 8/1/25
- Christopher Legrand, Special Ed Coordinator, District Office, effective 8/12/25
- Jason Oman, Security and Emergency Specialist, VISTA, effective 8/25/25
- James Tschida, Facilities Manager, District Office, effective 8/18/25
- Averi Turner, IB Coordinator, District Office, effective 7/28/25

### **Leaves of Absence**

- Jessica Aukee, Teacher, Fridley Middle School, effective 9/3/25

## 08-19-25 School Board Meeting

- Oscar Christenson, Custodian, Fridley High School, effective 7/9/25
- Jason Bruns, Custodian, Fridley High School, effective 8/4/25
- Jennifer DeMars, Teacher, Fridley High School, effective 11/19/25
- Debra Rein, Teacher, Stevenson, effective 8/25/25

### **Status Changes**

- Chrstine Garcia, Paraeducator, VISTA to Teacher, Hayes, effective 8/25/25
- Justin Reese, Athletic Director, Individual Contract, District Office to Principal/Director of Athletics/Level 2, effective 7/1/25
- Afolabi Runsewe, Preschool Administrator, Individual Contract, FCC to Elementary Principal/Step 2, effective 7/1/25

### **Resignations (2024-2025)**

- Andrea Bollinger, Float Cook, Stevenson, effective 5/2/25
- Jamie Finch, Teacher, Fridley Community Center, effective 6/5/25
- Fadel Johnson, Paraeducator, Hayes, effective 6/6/25
- Peyton Miller, School Psychologist, Hayes, effective 6/6/25
- Shaquille Shoulders, Paraeducator, Fridley Community Center, effective 6/5/25

### **Resignations**

- Carlos Ramirez, Custodian, Fridley High, effective 7/25/25
- Bouakham Moua, Senior Officer of Human Resources, District Office, effective 8/8/25
- Lamii Zarlee, Assistant Principal, High School, effective 8/21/25

### **Non-Licensed Non-Renewals**

- Johnny Robertson, Transportation Coordinator, District Office, effective 8/5/25



A World-Class Community of Learners

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

## 516.5 Overdoes Medication

### I. PURPOSE

As a means of enhancing the health and safety of its students, staff and visitors, the school district will acquire, administer, and store doses of an opiate antagonist, specifically Naloxone (Narcan)<sup>1</sup>, and administration devices or kits for emergency use to assist a student, staff member, or other individual believed or suspected to be experiencing an opioid overdose on school district property during the school day or at school district activities.

### II. GENERAL STATEMENT OF POLICY

The school board authorizes school district administration to obtain and possess opioid overdose reversal medication, such as Naloxone, to be maintained and administered to a student or other individual by trained school staff if the staff member determines in good faith that the person to whom the medication is administered is experiencing an opioid overdose. Authorization for obtaining, possessing and administering Naloxone or similar permissible medications under this policy are contingent upon: (1) the continued validity of state and federal law that permit a person who is not a healthcare professional to dispense an opiate antagonist to the school district and its employees by law; (2) that the school district and its staff are immune from criminal prosecution and not otherwise liable for civil damages for administering the opiate antagonist to another person who the staff member believes in good faith to be suffering from a drug overdose; and (3) the availability of funding either from outside sources or as approved by the school board to obtain and administer opioid overdose reversal medication.

### III. DEFINITIONS

- A. **“Drug-related overdose”** means an acute condition, including mania, hysteria, extreme physical illness, respiratory depression or coma, resulting from the consumption or use of a controlled substance, or another substance with which a controlled substance was combined, and that a layperson would reasonably believe to be a drug overdose that requires immediate medical assistance.
- B. **“Naloxone Coordinator”** is a school district staff person or administrator appointed to monitor adherence to protocols outlined in this policy and referenced procedures. The Naloxone Coordinator is responsible for building-level administration and management of Opiate Antagonist medications and supplies. The school district’s Naloxone Coordinator is the Director of Special Services,

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<sup>1</sup> Naloxone is the medication that reverses an opioid overdose. Narcan® is the brand name for the intranasal applicator (nasal spray) form of naloxone. Naloxone usually refers to an intramuscular (IN+M) naloxone form that comes in a vial and is administered with a syringe, normally dispensed as an “IM kit.”



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

*A World-Class Community of Learners*

Danielle Thompson.

- C. **“Opiate”** means any dangerous substance having an addiction forming or addiction sustaining liability similar to morphine or being capable of conversion into a drug having such addiction forming or addiction sustaining liability.
- D. **“Opiate Antagonist”** means naloxone hydrochloride (“Naloxone”) or any similarly acting drug approved by the federal Food and Drug Administration for the treatment of a drug overdose.
- E. **“Standing Order”** means directions from the school district’s medical provider that sets forth how to house and administer Naloxone or other Opiate Antagonist medications to students, staff members or other individuals believed or suspected to be experiencing an opioid overdose. This Standing Order should include the following information:
  - 1. Administration type
  - 2. Dosage
  - 3. Date of issuance
  - 4. Signature of the authorized provider

#### IV. **GENERAL STATEMENT OF POLICY AND RESPONSIBILITIES**

- A. The school district must maintain a supply of opiate antagonists at each school site to be administered in compliance with Minnesota law. Each school building must have two doses of nasal naloxone available on-site.
- B. A licensed physician, a licensed advanced practice registered nurse authorized to prescribe drugs pursuant to Minnesota Statutes, section 148.235, or a licensed physician assistant may authorize a nurse or other personnel employed by, or under contract with, a public school may be authorized to administer opiate antagonists as defined under Minnesota Statutes, section 604A.04, subdivision 1.
- C. A licensed practical nurse is authorized to possess and administer an opiate antagonist in a school setting notwithstanding Minnesota Statutes, 148.235, subdivisions 8 and 9.
- D. District Collaborative Planning and Implementation Team

To the extent Naloxone is obtained for use consistent with this policy, the school district will establish a district-wide collaborative planning and implementation team (“District Planning Team”) who will oversee the general development and

operations related to the use of opiate antagonist Naloxone and regularly report to the school board as to its activities.

1. The District Planning Team will include the Naloxone Coordinator and may include the superintendent (or designee), school nurse, public health experts, first responders, student or family representatives, and community partners who will be assigned to the Team by the superintendent or designee or solicited as volunteers by the superintendent.
2. The District Planning Team, through the Naloxone Coordinator, will obtain a protocol or Standing Order from a licensed medical prescriber for the use of Naloxone or other Opiate Antagonist by school district staff in all school facilities and activities and will update or renew the protocol or Standing Order annually or as otherwise required. A copy of the protocol or Standing Order will be maintained in the office of the Naloxone Coordinator.
3. The District Planning Team will develop district-wide guidelines and procedures and determine the form(s) of Naloxone to be used within the school district (nasal, auto injector, manual injector) and the method and manner of arranging for the financing and purchasing, storage and use of Naloxone to be approved by the school board. Once approved by the school board, these guidelines and procedures will be attached and incorporated into this policy. At a minimum, these guidelines and procedures will:
  - a. Ensure that when Naloxone is administered, school district employees must activate the community emergency response system (911) to ensure additional medical support due to the limited temporary effect of Naloxone and the continued need of recipients of additional medical care;
  - b. Require school district employees to contact a school district healthcare professional to obtain medical assistance for the recipient of the Naloxone, if possible, pending arrival of emergency personnel;
  - c. Direct school district employees to make immediate attempts to determine if the recipient is a minor and, if so, locate the identity of the parent or guardian of the minor and ensure contact with that parent or guardian is made as soon as possible after administration of the Naloxone for the purpose of informing the parent or guardian of the actions that have been taken; and

- d. Require school district staff to inform the building administrator or other administrator overseeing an event or activity of the administration of Naloxone, as well as the Naloxone Coordinator, after taking necessary immediate emergency steps.
4. The District Planning Team will determine the type and method of annual training, identify staff members at each school site to be trained and coordinate the implementation of the training with the assistance of the Naloxone Coordinator.

**E. Site Planning Teams**

1. In consultation with the District Planning Team, the administrator at each school site may establish, in the manner the superintendent or Naloxone Coordinator deems appropriate, a Site Planning Team within the school site.
2. The Site Planning Team will be responsible for the coordination and implementation of this policy, district-wide guidelines and procedures within the school site and will develop and implement any specific guidelines and procedure for the storage and use of Naloxone within the school site in a manner consistent with this policy and district wide procedures and guidelines.

**F. School District Staff**

School district staff members will be responsible for attending all required training pertaining to the policy, procedures and guidelines for the storage and use of Naloxone and performing any assigned responsibilities pursuant to the guidelines and procedures.

**V. NALOXONE STORAGE**

- A. The Site Planning Team will select numerous Naloxone storage locations within the school site and outside the school site when activities are conducted off school grounds (i.e., transportation services, field trips, etc.).
- B. The selected storage locations of Naloxone will be classified as non-public "security information" as the school board has determined that the disclosure of this data to the general public would be likely to substantially jeopardize the security of the medication that could be subject to theft, tampering, and improper use. Therefore, the identity of the storage locations will be shared only with those school district staff members whom the District Planning Team or Site Team have determined need access to this information to aid public health and safety as determined in the procedures and guidelines.

- C. Stock Naloxone will be clearly labeled, monitored for expiration dates, and stored in a secured location that is accessible by trained staff as set forth in paragraph V.B.

## VI. **PRIVACY PROTECTIONS**

The school district will maintain the privacy of students and staff related to the administration of Naloxone as required by law.

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

Minn. Stat. § 13.32 (Educational Data)  
Minn. Stat. § 13.43 (Personnel Data)  
Minn. Stat. § 13.37 (General Nonpublic Data)  
Minn. Stat. § 121A.21 (School Health Services)  
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)  
Minn. Stat. § 121A.224 (Opiate Antagonists)  
Minn. Stat. § 144.344 (Emergency Treatment)  
Minn. Stat. § 148.235 (Prescribing Drugs and Therapeutic Devices)  
Minn. Stat. § 151.37 (Legend Drugs; Who May Prescribe, Possess)  
Minn. Stat. § 152.01 (Definitions)  
Minn. Stat. § 152.02 (Schedules of Controlled Substances)  
Minn. Stat. § 604A.01 (Good Samaritan Law)  
Minn. Stat. § 604A.015 (School Bus Driver Immunity from Liability)  
Minn. Stat. § 604A.04 (Good Samaritan Overdose Prevention)  
Minn. Stat. § 604A.05 (Good Samaritan Overdose Medical Assistance)  
Minn. R. Pt. 6800.4220 (Schedule II Controlled Substances)  
20 U.S.C. § 1232g (Family Educational and Privacy Rights)

### ***Cross References:***

MSBA/MASA Model Policy 516 (Student Medication)

### ***Resources***

Minnesota Department of Health, School Toolkit on Naloxone Administration in School Settings

### ***School Board Action:***

First Reading as Policy 516.5 August 19, 2025