



Fridley Public Schools School Board Business Meeting Agenda

Tuesday, June 16, 2020 at 7:30 PM

Virtual Meeting

Fridley Public Access Channel 14

<https://www.youtube.com/FridleyPublicSchoolsMN/videos>

Fridley, MN 55432-3009

A. Call to Order, Pledge of Allegiance

B. Approval of Agenda with Suggested Motions and Resolutions

1. Suggested Motions and Resolutions

C. Spotlight on Recognition

1. Class of 2020 Graduation
2. Celebrations for Preschool, 4th and 8th grades

D. Business Action Items

1. RESOLUTION Accepting Gifts
2. RESOLUTION: Renewal Membership in the Minnesota State High School League (MSHSL)
3. Motion: 2019-2021 Nutritional Services Master Agreement
4. Motion: 2021-2021 Paraprofessionals Master Agreement
5. Motion: Approval of the 2020-2021 Budget
6. RESOLUTION APPROVING NORTHEAST METROPOLITAN INTERMEDIATE SCHOOL DISTRICT NO. 916'S LONG TERM FACILITY MAINTENANCE PROGRAM BUDGET AND AUTHORIZING THE INCLUSION OF A PROPORTIONATE SHARE OF THOSE PROJECTS IN THE DISTRICT'S APPLICATION FOR LONG TERM FACILITY MAINTENANCE REVENUE

E. Consent Agenda

1. Minutes of the School Board Business Meeting, Work Session, and Closed Session Held on May 19, 2020 and the Closed Session Held on May 26, 2020
2. Monthly Financial Reports
3. New Contracts, Amendments, Leaves of Absence, Terminations, Resignations, and Retirements
4. Superintendent Year 3 Contract Salary

F. Reports From School Board Members

1. Association of Metropolitan School Districts (AMSD) Board Meeting held on May 22, 2020
2. NE Metro 916 Board Meeting held on June 3, 2020

G. Important Future School Board Dates

1. Northwest Suburban Integration School District (NWSISD) Joint Powers Board Meeting
June 17, 2020, 6:15 PM
2. Fridley Public Schools Board Meeting
July 7, 2020
Work Session, 5:30 PM
3. Fridley Public Schools Board Meeting
July 21, 2020

Work Session, 5:30 PM

Open Forum, 7:00 PM

Business Meeting, 7:30 PM

H. Adjournment

Tuesday, June 16, 2020
School Board Business Meeting
Motions

A. Call to Order, Pledge of Allegiance

B. Approval of Agenda with Suggested Motions and Resolutions

Suggested Motion: Motion by _____, seconded by _____ to approve the agenda for June 16, 2020.

ROLL CALL VOTE by Clerk

C. Spotlight on Recognition

D. Business Action Items

1. 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;

- The following persons donated to **Fridley Middle School** for a total of \$13,000.00:
 - Get Ready to purchase Chromebooks for Distance Learning

- The following persons donated to **Fridley Nutritional Services Department** for a total of \$1,600.00:
 - Jan Hartsook to feed students during Distance Learning
 - Grace Johnson to feed students during Distance Learning
 - Go Go Squeez donation for student lunches

- The following persons donated to **Fridley Public Schools**:
 - Becky Kastel – 50 cloth masks

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

2. RESOLUTION: Renewal Membership in the Minnesota State High School League (MSHSL)

RESOLVED, that the Governing Board of School District Number 0014, County of Anoka, State of Minnesota delegates the control, supervision and regulation of interscholastic athletic and fine arts events (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School

League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the high school(s) listed: Fridley High School is authorized by this, the Governing Board of said school district or school to:

1. Renew its membership in the Minnesota State High School League; and,
2. Participate in the approved interschool activities sponsored by said League and its various subdivisions.

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

Suggested Motion: Motion by _____, seconded by _____ to approve the Renewal Membership in the Minnesota State High School League (MSHSL).

ROLL CALL VOTE by Clerk

3. Motion: Approval of the 2019-2021 Nutritional Services Master Agreement

Suggested Motion: Motion by _____, seconded by _____, to approve the 2019-2021 Nutritional Services Master Agreement.

ROLL CALL VOTE by Clerk

4. Motion: Approval of the 2019-2021 Paraprofessionals Master Agreement

Suggested Motion: Motion by _____, seconded by _____, to approve the 2019-2021 Paraprofessionals Master Agreement.

ROLL CALL VOTE by Clerk

5. Motion: Approval of the 2020-2021 Budget

Suggested Motion: Motion by _____, seconded by _____, to approve the 2020-2021 Budget.

ROLL CALL VOTE by Clerk

6. RESOLUTION APPROVING NORTHEAST METROPOLITAN INTERMEDIATE SCHOOL DISTRICT NO. 916'S LONG TERM FACILITY MAINTENANCE PROGRAM BUDGET AND AUTHORIZING THE INCLUSION OF A PROPORTIONATE SHARE OF THOSE PROJECTS IN THE DISTRICT'S APPLICATION FOR LONG TERM FACILITY MAINTENANCE REVENUE

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

1. The school board of Northeast Metropolitan Intermediate School District No. 916 has

approved a long term facility maintenance budget for its facilities for the 2021 and 2022 school year (pay 2021 levy) in the amount of \$173,600. The various components of this program budget are attached as EXHIBIT A hereto and are incorporated herein by reference. Said budget is hereby approved.

2. Minnesota Statutes, Section 123B.53, Subdivision 1, as amended, provides that if an intermediate school district's budget is approved by the school boards of each of the intermediate school district's member school districts, each member district may include its proportionate share of the costs of the intermediate school district program in its long term facility maintenance revenue application.

3. The proportionate share of the costs of the intermediate school district's long term facility maintenance program for each member school district to be included in its application shall be determined by utilizing a blended rate where half of the rate is determined by multiplying the total cost of the intermediate school district long term facility maintenance times the ratio of the member school district's net tax capacity to the total net tax capacity of the intermediate school district and half of the rate is determined by multiplying the total cost of the intermediate school district long term facility maintenance times the ratio of ADM utilization by district to the total ADM utilization. The inclusion of this proportionate share in the district's long term facility maintenance revenue application for fiscal year 2021 is hereby approved, subject to approval by the Commissioner of the Minnesota Department of Education.

4. Upon receipt of the proportionate share of long term facility maintenance revenue attributable to the intermediate school district program, the district shall promptly pay to the intermediate school district the applicable aid or levy proceeds

Suggested Motion: Motion by _____, seconded by _____ approving Northeast Metropolitan Intermediate School District No. 916's Long Term Facility Maintenance Budget and Authorizing the Inclusion of a proportionate share of those projects in the District's application for Long Term Facility Maintenance Revenue.

E. Consent Agenda

Suggested Motion: Motion by _____, seconded by _____ to approve the consent agenda of routine action items including minutes of the regular School Board meeting, work session and closed session held on May 19, 2020 and the closed session held on May 26, 2020; Monthly Financial Reports; New Contracts, Amendments, Leaves of Absence, Terminations, Resignations and Retirements; and the Year 3 Superintendent Salary.

ROLL CALL VOTE by Clerk

F. Reports from School Board Members

G. Important Future School Board Dates

H. Adjournment

Suggested Motion: Motion by _____, seconded by _____, to adjourn at _____.
ROLL CALL VOTE by Clerk

Class of 2020



- 236 Graduates including the ALC.
- 11 Full IB Diploma Program Candidates (6 college level courses and examinations over 2 years). 30 students in the IB Scholars Program
- 10 students graduated with an Associates' Degree
- 7 Presidential Education Award students
- 32 students graduated with Honors (GPA 3.25-3.49)
- 19 students graduated with High Honors (GPA 3.5-3.74)
- 24 students graduated with Highest Honors (GPA 3.75+ and a minimum of 3 IB diploma courses with external exams)

RESOLUTION Accepting Gifts

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

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

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

- The following persons donated to **Fridley Middle School** for a total of \$13,000.00:
 - Get Ready to purchase Chromebooks for Distance Learning

- The following persons donated to **Fridley Nutritional Services Department** for a total of \$1,600.00:
 - Jan Hartsook to feed students during Distance Learning
 - Grace Johnson to feed students during Distance Learning
 - Go Go Squeez donation for student lunches

- The following persons donated to **Fridley Public Schools**:
 - Becky Kastel – 50 cloth masks



2020-2021 RESOLUTION FOR MEMBERSHIP IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE

RESOLVED, that the Governing Board of School District Number 0014, County of Anoka, State of Minnesota delegates the control, supervision and regulation of interscholastic athletic and fine arts events (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the high school(s) listed below (name all high schools in the district):

Fridley High School

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

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

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

- Renew its membership in the Minnesota State High School League; and,
OR;
 Make new application for membership in the Minnesota State High School League.
School Enrollment (9-12): **Click or tap here to enter text.**
- Participate in the approved interschool activities sponsored by said League and its various subdivisions.

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

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

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

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

Signed: **Carol Thornton**

(Clerk/Secretary - Local Governing Board)

Date: **6/16/2021**

Signed: **Dr. Kim Hiel**

(Superintendent or Head of School)

Date: **6/16/2021**

District Office address, City, Zip: **6000 West Moore Lake Drive, Fridley, MN 55432**

School Superintendent's Phone: **763-502-5001**

School Superintendent's Email: **kim.hiel@fridley.k12.mn.us**

2020-2021 RESOLUTION FOR MEMBERSHIP

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives

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

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

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

208.02 Designated Activity Representatives

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

208.03 Local Advisory Committee

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

Name of School: **Fridley High School**

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Designated School Board Member: **Abdisalam Adam**

Email Address: **Abdisalam.adam@fridley.k12.mn.us**

Designated School Representative: **Dan Roff**

Email Address: **dan.roff@fridley.k12.mn.us**

208.02 ACTIVITY REPRESENTATIVES

Boys Sports: **Dan Roff**

Girls Sports: **Dan Roff**

Speech: **Dan Roff**

Music: **Rebecca Shuman**

*Mailing Representative: **Dan Roff**

*The Mailing Representative is the person to whom all mailings from the League office will be sent. Schools usually name the activity director as the primary recipient of the mailings and email messages.

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Board Member: **Abdisalam Adam**

Student: **Magaly Ruiz-Barrios**

Parent: **Jim Stangler**

Faculty Member: **Kari Reiter**

Please complete and submit this form with your school's 2020-2022 Resolution for Membership to mshsl_info@mshsl.org If the school board is responsible for more than one (1) high school, please complete a form for EACH high school.

**Submit this form to mshsl_info@mshsl.org
2100 Freeway Boulevard, Brooklyn Center, Minnesota 55430-1735 | (763) 560-2262 | www.mshsl.org**



Master Agreement

Between

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

And

NUTRITIONAL SERVICES EMPLOYEES

July 1, 2019 through June 30, 2021

**Fridley Independent School District 14
2019-2021 Master Agreement
Nutritional Services Employees
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THIS AGREEMENT, made and entered into as of the first day of July 2019, by and between the School Board of Independent School District 14 of Anoka County, Minnesota, hereinafter referred to as the Employer and School Service Employees Union, Local 284, hereinafter referred to as the Union.

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

Section 1. Purpose

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

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

Section 2. Recognition

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

Section 3. Obligation

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

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

Section 4. Authority of School Board

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

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

Section 5. Union Dues

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

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 hired up to step three based upon previous food service experience.

Section 4. Certification

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

SUBD. 2. Once certified, all employees must maintain and keep certification current or may be subject to discipline. Failure to meet the renewal deadline will result in the suspension of certification pay. It is the employee's responsibility to pay for certification.

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

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

Section 9. Uniform Allowance

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

Section 10. 125B Plan

A 125B Plan will be provided for all employees.

Section 11. Workshops

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

Section 12. Extra-curricular Functions

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

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

Section 13. 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 14. 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 second highest 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 second highest 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.) |

Health insurance changes apply upon ratification

Section 2. Dental Insurance

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

Section 3. Long Term Disability

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

Section 4. Life Insurance Contribution

Effective July 1, 2011, 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 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.

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.

SUBD. 3. Those employees hired after July 1, 1990 and after they have accumulated 50 days of sick leave, shall have the right to turn in any additional unused sick leave, at a rate of \$10.50 per hour or the Base Sub Pay Rate; whichever is higher (up to 5 normal work days per year) for any sick leave earned. The district will make all payments to the employees 403(b) account. Prior to May 1, employees must notify the district of the number of days they wish to turn in.

Section 2. Personal Leave

Two days 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, and which would be impossible to fulfill at any other time. Emergency leave will not be approved for absence resulting from weather conditions and their effect on transportation. Requests for personal leave must be submitted to the staff member's supervisor in writing two

days in advance, except in emergency cases. The reason for the personal leave will be stated unless it is of a very private nature. All requests must have the approval of the Superintendent of Schools. Personal leave days may accumulate to five (5) days. 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 not deducted from sick leave.

Section 3. Child Care Leave

See District policy.

Section 4. 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 5. 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 6. 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.

ARTICLE V HOLIDAYS

Employees covered by this Agreement will be paid for the following holidays when school is not in session: Thanksgiving Day and day following, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King, Jr. Day, , Good Friday, and Memorial Day. 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.

ARTICLE VI PROBATION, POSTING DISCHARGE, AND DISCIPLINE

Section 1. Probationary Period

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

In addition to the initial probationary period an employee transferred or promoted to a different classification shall serve a new probationary period of 60 working days with an evaluation to occur no later than thirty (30) working days into the new probationary period in any new such classification. During this 60 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 eligible for, 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 within seven (7) working days of the date of the posting closing or the deadline for response. The position will be assigned to the most qualified applicant.

A notification will be sent to the candidate selected for the position and to the appropriate supervisor and the steward.

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. Job postings will be sent by mail to persons on the layoff list.
- F. Persons on the layoff list may apply for any open position. Written application must be received in the office of the Director of Nutritional Services within 14 calendar days of the posting date when school is not in session and 5 working days when school is in session.
- 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 and will provide a copy to the Union Steward(s) and 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.

Section 8. Unpaid Leave of Absence

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

ARTICLE VII GRIEVANCE PROCEDURE

Definitions and General Provisions

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

Step 1. The employee(s) concerned shall first attempt to resolve the grievance informally with the Director of Nutritional Services. If the parties do not reach an agreement regarding the grievance, the employee(s) may submit the grievance in writing to the Director of Educational Services within ten scheduled working days of the date of occurrence or the date on which the employee(s) learned of the occurrence, whichever is later. Within five days of receipt, the District shall respond in writing to the grievance. If the parties fail to agree or the Director of Personnel 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 5 hours per day shall receive the full contribution.

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

Section 3. District Contribution

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

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

| | 2019- 2020 | 2020- 2021 |
|--|-----------------------|-----------------------|
| Zero (0) through Three (3) years in Fridley | \$ 0 | \$ 0 |
| Four (4) through Nine (9) years in Fridley | \$1725 | \$1925 |
| Ten (10) through Fourteen (14) years in Fridley | \$1850 | \$2050 |
| Fifteen (15) years to Nineteen (19) years in Fridley | \$1975 | \$2175 |
| Nineteen plus (19+) years in Fridley Public Schools | \$2100 | \$2300 |

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

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

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

Section 6.

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, 2019 through June 30, 2021 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 _____

2019-2021
ATTACHMENT A,
WAGE SCHEDULE, CERTIFICATION PAY, and EXPERIENCE INCREMENTS
 Fridley ISD 14 Nutritional Services Employees

Section 1. 2019-2020 Wage Schedule

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

2019-2020
Attachment A, Section 1
Wage Schedule Nutritional Services Employees

| 2019-2020 Wage Schedule | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---|---------------|---------------|---------------|---------------|---------------|
| Cook Manager-High School * | 20.27 | 20.69 | 21.11 | 21.54 | 22.30 |
| Cook Manager-Middle School * | 19.11 | 19.49 | 19.90 | 20.31 | 21.02 |
| Cook Manager-Elementary School * | 17.76 | 18.11 | 18.49 | 18.87 | 19.53 |
| Assistant Cook Manager | 15.92 | 16.37 | 16.8 | 17.94 | 19.11 |
| Prep Cook | 15.71 | 16.16 | 16.58 | 17.74 | 18.90 |
| Cook | 13.82 | 14.49 | 15.15 | 16.25 | 17.35 |

2020-2021
Attachment A, Section 2
Wage Schedule Nutritional Services Employees

| 2020-2021 Wage Schedule | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---------------------------------------|---------------|---------------|---------------|---------------|---------------|
| Cook Manager-High School | 20.57 | 21.00 | 21.43 | 21.86 | 22.63 |
| Cook Manager-Middle School | 19.39 | 19.78 | 20.19 | 20.62 | 21.33 |
| Cook Manager-Elementary School | 18.03 | 18.39 | 18.77 | 19.16 | 19.82 |
| Assistant Cook Manager | 16.16 | 16.62 | 17.05 | 18.21 | 19.39 |
| Prep Cook | 15.95 | 16.40 | 16.83 | 18.01 | 19.19 |
| Cook | 14.03 | 14.71 | 15.37 | 16.49 | 17.61 |

Certification Pay

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

Experience Increments**2019-2021**

| | |
|----------------|--------|
| After 10 years | .60/hr |
| After 15 years | .65/hr |
| After 20 years | .70/hr |

Master Agreement

Between

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

And

PARAEDUCATORS

July 1, 2019 Through June 30, 2021

**MASTER AGREEMENT BETWEEN
FRIDLEY INDEPENDENT SCHOOL DISTRICT 14
AND PARAEDUCATOR
2019-2020**

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THIS AGREEMENT, made and entered into as of July 1, 2019, 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 receipt of written authorization signed by the employee or receipt of online signup with digital signature, subject to any and all limitations and restrictions under state and federal law. Dues will be remitted to Local 284's business office at 450 Southview Boulevard, South St Paul, MN 55075, not later than the 20th of each month.

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 crossing guard or lunch supervisor work will be considered part of the employee's position assignment for purposes of benefits (i.e., terms of this agreement not including wages). 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.

| Experience Increments | 2019-2021 |
|---|------------------|
| 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 | \$1.60 |

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. Any employee may be given the option to attend a workshop of the employee's choosing for self-improvement subject to Superintendent's approval.

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

Subd. B. The District shall schedule paraeducators to participate in two (2) compensated non-student contact staff development days.

Section 6. Work Schedule

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

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

Section 7. Term of Employment

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

Section 8. Mileage

District mileage will be paid as allowed by the IRS.

Section 9. Overtime

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

Section 10. Emergency School Closing

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

Section 11. IRS 125B Plan

An IRS 125B Plan is available for all employees.

Section 12. Paychecks

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

Section 13. Work Breaks

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

**ARTICLE IV
INSURANCE**

Section 1. Medical Insurance

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

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

| | |
|-------------------|---------------------------------|
| Single | 100% of the second highest plan |
| Employee plus one | 81% of the second highest plan |
| Family | 74% of the second highest 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 \$25,000 group term policy. 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

Subd. 1. 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.

Subd. 2. Employees, after they have accumulated 30 days of sick leave, shall have the right to turn in any additional unused sick leave, at a rate of the bottom step of the employees pay classification (up to 10 normal work days per year) for any sick leave earned. The district will make all payments to the employees 403(b) account. Prior to May 1, employees must notify the district of the number of days they wish to convert.

Section 2. Vacation Leave

Three (3) vacation leave days shall be granted to members of the paraeducator staff each fiscal year. 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. Beginning with the 2020-2021 school year, vacation days may accrue to a total of seven (7). 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.

Any holiday falling on Sunday shall be observed on the following Monday, and any holiday falling on Saturday, the preceding Friday.

Section 3.

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

Section 4.

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

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

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

Section 1. Probation

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

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

Section 2. Discipline

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

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

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

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

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

Section 3. Job Posting

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

The School District may hire an outside candidate for a posted position either if no internal candidates apply for the position or if none of the internal candidates are qualified for the position. Any senior applicant not granted a position has the right to request, in writing, the reasons for rejection of his/her application with the intent being to increase or correct any qualifications that are lacking in order to be considered for future job openings.

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

Section 4. Job Elimination/Layoff

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

Seniority shall be determined by total years of continuous employment in the District. The employer recognizes that the purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees. In the event of job elimination, any vacant position(s) will first be posted and filled according to the posting procedure. The employee whose position was eliminated shall have first chance at the position provided it is at or lower than the employee's previous pay level, the employee is qualified for the position, and there are no other qualified internal, more senior applicants for the position. If no vacant positions in the same classification up to one more scheduled hour per day are available, an employee may displace a less senior employee in the same building, in the same or lower classification, at up

to one more scheduled hour per day provided the employee is qualified for the position. The process shall continue until there is no appropriate available position for a displaced employee in the original building. A person displaced from a building with no further bumping options within that building may then exercise seniority to displace the least senior employee elsewhere in the district in the same classification (or lower, if the same is not available) who holds work time that is the same as or up to one hour per day higher than the employee. Any remaining displacement process will then occur until there is no appropriate available position for a displaced employee. Such a displaced employee shall be placed on layoff status.

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

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

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

Section 6. Recall List

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

Section 7. Recall

The District shall mail notice of any open Paraeducator position(s) to any employee(s) on layoff. Open positions will be available to all current employees for application, but an employee on layoff may apply for such a position. An employee on layoff shall be subject to recall to any vacant position in the District at the same pay rate and at one (1) hour more or less than the employee's original position. However, an employee may bypass one position of one (1) hour more or less than the employee's original position which is offered to the employee. The second 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 letter within three (3) days of receipt will be considered one (1) bypass.

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

| | 2019-20 | 2020-2021 |
|--|----------------|------------------|
| Zero (0) through Three (3) years in Fridley | \$ 0 | \$ 0 |
| Four (4) through Nine (9) years in Fridley | \$ 1550 | \$ 1750 |
| Ten (10) through Fourteen (14) years in Fridley | \$ 1675 | \$ 1875 |
| Fifteen (15) years to Nineteen (19) years in Fridley | \$ 1800 | \$ 2000 |

Nineteen plus (19+) years in Fridley

\$ 1925 \$ 2125

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

Subd. 4. The District contribution will begin when the employee initiates an eligible investment program. The amount of the District's contribution will not to exceed the benefit schedule set out in Subd. 2 above.

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

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

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

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

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

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

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

Section 2. Severance/Annuity Phase-In

Employees who have completed at least fifteen (15) years of continued service with the school district, who are at least 55 years of age and were employed by the school district prior to July 1, 1990, shall be eligible for both the severance pay plan including the retiree insurance program described in this Section 2 and the Matching Annuity Plan described in Section 1 of this Article, upon submission of a written resignation that is accepted by the School District. At the time of retirement, the accumulated district matching contributions will be subtracted from the earned early retirement severance benefit.

Subd. 1. Time spent on unpaid leave of absence will not count toward severance pay.

Subd. 2. The amount of severance payment, shall be based on the Paraeducator's daily basic salary rate during the last year of service, and shall not include any additional

compensation for extra-curricular activities, extended employment or other extra compensation.

Subd. 3. Eligible employees shall receive payment up to a total of 650 hours of unused accrued sick leave.

Subd. 4. Severance pay shall not be granted to any employee who is proposed for and discharged for just cause by the School District.

Subd. 5. If a retiring employee gives the district at least 60 days notice of retirement, the employee will receive severance payment no later than 30 calendar days after the effective date of retirement. If a retiring employee gives the district less than 60 days notice of retirement, the employee will receive severance payment no later than 90 calendar days after the effective date of retirement.

Subd. 6. If an employee dies before all or a portion of the payments have been disbursed, that balance due shall be paid to a named beneficiary or, lacking same, to the deceased's estate.

Subd. 7. Health Insurance: An employee who retires pursuant to this Article shall be eligible to continue participation in the District's group medical hospitalization insurance plan. The District will contribute to the cost of the medical plan only according to the schedule below:

| | |
|--|--|
| Employees who have been twelve month employees for at least 75% of the years of service. | 100% of the Single Premium (Classic Choice plan) |
| Nine or ten month employees who have worked more than 180 months. | 100% of the Single Premium (Classic Choice plan) |
| All other eligible employees. | 75% of the Single Premium (Classic Choice plan) |

In any event, the amount of district contribution to a retiree's medical insurance premium will not exceed \$5,400 per year times the percentage of contribution for which the retiree qualifies (\$5,400 for a 100% contribution and \$4,050 for a 75% contribution). Further, the employee's right to continue participation in such group medical insurance will be discontinued upon the employee reaching eligibility age of FICA/Medicare, or after 10 years, whichever occurs first.

The employee may participate in all other insurance programs of the District on a self-pay basis subject in each case to the approval and terms of the insurance carrier. It is the responsibility of such an employee to make arrangements with the school business office to pay to the School District the remainder of the monthly premium amounts in advance and on such dates as determined by the School District. The employee's right to continue participation in such group insurance, however, will be discontinued upon the employee reaching eligibility age of FICA/Medicare, or if the employee becomes eligible for insurance

benefits through re-employment prior eligibility age of FICA/Medicare. Re-entry of an employee who terminates coverage shall be subject to the approval and terms of the insurance carrier.

Subd. 8. If the School District should receive any reimbursements for the severance plan, all such reimbursements shall be property of the School District.

Section 3.

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, 2019 through June 30, 2021, 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**

**As Representing Fridley
School District 14 School Board**

By _____
Roberta Peterson, Steward

By _____

By _____
Kim Kaneakua, Steward

By _____
Janete Zimmer

By _____

By _____
Jim Young

By _____
Matt Plumber, SEIU

Date _____

Date _____

ATTACHMENT A
FRIDLEY PARAEDUCATOR WAGE SCHEDULE
AND EXPERIENCE INCREMENTS

Wage Schedule.

Band/Grade A13

| Step | 1 | 2 | 3 | 4 | 5 | 6 |
|------------------|----------|----------|----------|----------|----------|----------|
| 2019-2020 | \$14.77 | \$15.62 | \$16.46 | \$17.31 | \$18.17 | \$20.02 |
| 2020-2021 | \$14.99 | \$15.86 | \$16.71 | \$17.57 | \$18.45 | \$20.32 |

Experience Increments.

2019-2021

After 10 years of service to the District \$.90/hour

After 15 years of service to the District \$1.20/hour

After 20 years of service to the District \$1.60/hour



A World-Class Community of Learners

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

TO: Members of the School Board and Superintendent Hiel
 FROM: Brady Hoffman, Interim Director of Finance and Operations
 DATE: June 16, 2020
 RE: Approval of 2020-2021 Budget

Recommendation

For the Board of Education to approve the proposed 2020-2021 budget as summarized below:

| Fund | General | Food Service | Community Service | Capital Projects | General Debt Service | OPEB Debt Service | Internal Service Funds | OPEB Trust | Total All Funds |
|--------------|-------------------|-----------------|---------------------|------------------|----------------------|-------------------|------------------------|--------------------|-------------------|
| Revenues | \$45,988,065 | \$2,197,408 | \$2,445,428 | \$600,693 | \$4,440,901 | \$ 540,473 | \$ 6,121,798 | \$180,000 | \$62,514,766 |
| Expenditures | 45,807,619 | 2,189,191 | 2,592,562 | 600,693 | 4,345,100 | 540,580 | 6,098,370 | 212,000 | 62,386,115 |
| Net | <u>\$ 180,446</u> | <u>\$ 8,217</u> | <u>\$ (147,134)</u> | <u>\$ -</u> | <u>\$ 95,801</u> | <u>\$ (107)</u> | <u>\$ 23,428</u> | <u>\$ (32,000)</u> | <u>\$ 128,651</u> |

Attachments:
 - Fund Balance Summary



INTERNATIONAL BACCALAUREATE (IB) PROGRAMME

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

OUR SCHOOLS

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

Budget Summary

General Fund

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

Adopted Budget Assumptions:

- Fiscal Year 2020-2021 average daily memberships (ADMs) are projected to be 2,824. This is an increase of 23 ADMs compared to the fiscal year 2019-2020 projected ADMs of 2,801.
- General education funding, on a per pupil basis, is \$6,567 (2% increase over fiscal year 2019-2020). Pupil units are calculated using a weighting factor of 1.0 for grades K-6 and 1.2 for grades 7-12.
- Salaries and benefits increases have been adjusted for known and estimated contract settlements.
- Non-salary costs have been adjusted for known changes in contracts, agreements, lease payment schedules, and changes in operations.
- Capital budgets have been aligned with funding projections and the long-term facilities maintenance ten-year plan.

Summary:

Based on the fiscal year 2019-2020 revised budget and 2020-2021 adopted budget, the District is projecting to end the 2020-2021 fiscal year with an unassigned fund balance of approximately 7.60%. The fund balance policy approved by the School Board has a minimum unassigned fund balance of 7%. The adopted budget will be revised mid-year to adjust for the impact of COVID-19, legislative changes, final federal allocations, updated enrollments, staffing, contract settlements and fiscal year 2019-2020 audit results.

Food Service Fund

The food service fund is used to record financial activities of the District's food service program. The adopted budget projects a small surplus of \$8,217 for the 2020-2021 fiscal year. The ending fund balance for fiscal year 2020-2021 is projected to be \$591,043, or 27% of annual expenditures based on the budgeted ending fund balance for fiscal year 2019-2020. Due to the impact of COVID-19 and the executive order mandating the district continue to pay all staff and provide meals to students, the actual results for fiscal year 2019-2020 will come in lower than budgeted. The fiscal year 2020-2021 budget will be revised later in the year for known changes in operations, food pricing, staffing, and updated meals served estimates.

Community Service Fund

The community service fund is used to record financial activities of the District's community service programs. The adopted budget projects a deficit of \$147,134 for the 2020-2021 fiscal year. The community service fund has been impacted significantly by COVID-19. The executive orders issued by the Governor during the peace time emergency required districts to maintain and pay all staff regardless of the funding stream to support the wages. Unfortunately, most community service programs are fee based and the revenues to support those wages was lost. As a result, the community service fund will deplete most of its fund balance reserves and rely on assistance from the general fund through this pandemic. Programming for fiscal year 2020-2021 will be brought back slowly as allowed by the Governor, CDC guidelines, and as participation allows for financial stability.

General and OPEB (Other Postemployment Benefits) Debt Service Funds

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

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

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

Internal Service Funds

The Internal Service Funds account for the Districts self-insured medical and dental plans.

OPEB (Other Postemployment Benefits) Trust

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



FY 2020-2021 Adopted Budget June 16, 2020

FY21 Budget

- Revenue Overview – General Fund:
 - Revenues impacted by Enrollment Projections (PU = Pupil Units):
 - General Education Revenue (basic formula revenue) – 2% increase for FY21 - \$6,567 / PU
 - Gifted & Talented
 - Staff Development
 - Learning & Development
 - Operating Capital
 - LTFM
 - Known Revenue Projections:
 - Tax Levy Revenue – Taxes Payable in 2020 = Fiscal Year 2021 Revenue
 - Some state aids based on prior year enrollment (i.e. Compensatory, Q-comp)
 - Unknown / Estimated Revenues:
 - Special Education
 - Federal Revenues
 - Local revenues such as fees, donations, interest revenue, etc.

FY21 Budget

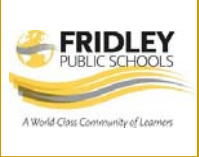
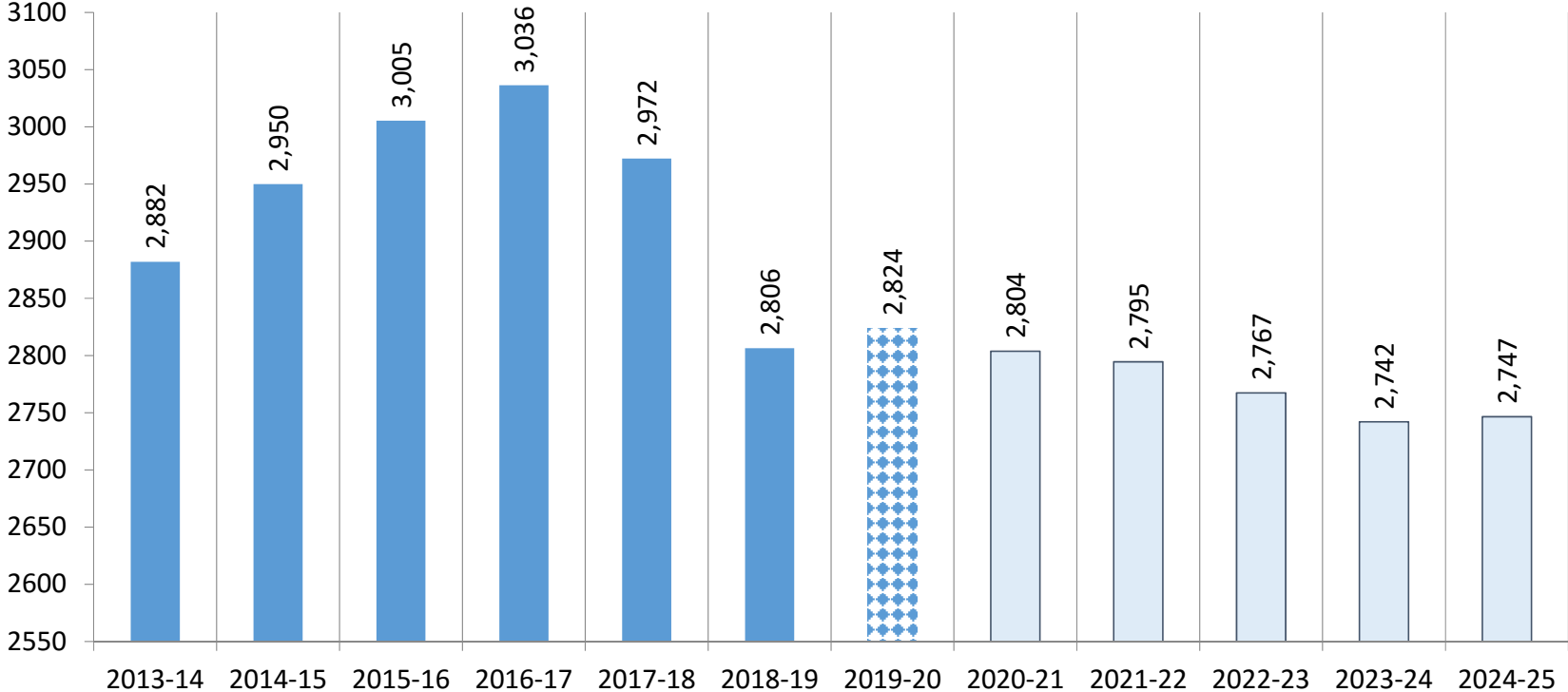
- Expenditure Overview – General Fund:
 - Enrollment Projections drive staffing allocations
 - Class size ranges have not changed

| GRADES | PREFERRED STUDENT TEACHER RATIO |
|--------|------------------------------------|
| K | Range 20-24 |
| 1-2 | Range 21-25 |
| 3-4 | Range 24-28 |
| 5-8 | Range 30-34 |
| 9-12 | Range 31-35 |

- Salaries & Benefits
 - Projected steps/lanes and contract settlements
- Non-people costs
 - Lease agreements (copiers, ALC, technology, etc)
 - Utilities
 - Insurance
 - Transportation

Enrollment Projection

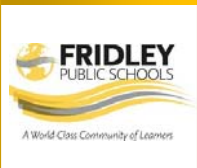
K-12 ENROLLMENT HISTORY & PROJECTED TOTAL ENROLLMENT



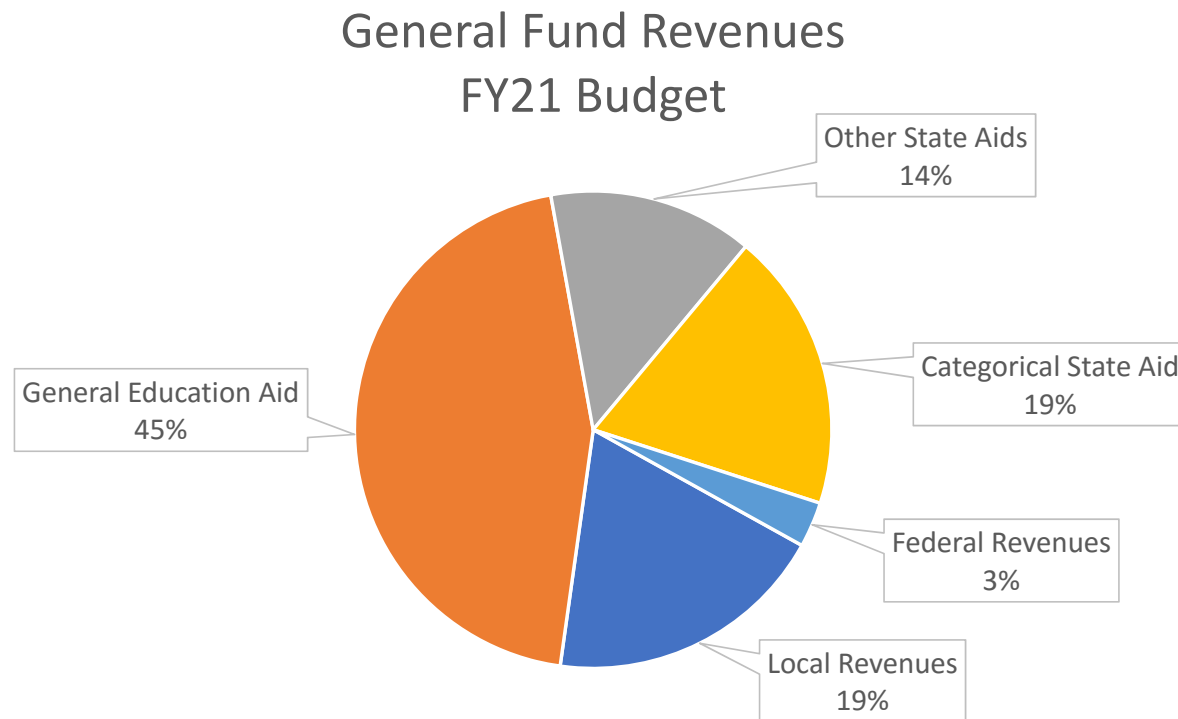
General Fund – Adopted Budget

| | 6/30/2020 Beginning Fund Balance | Adopted Budget | | Fund Balance Buildup/(Usage) | 6/30/2021 Ending Fund Balance |
|----------------------------------|--|-----------------------|---------------------------|---------------------------------|-------------------------------------|
| | | 2020-2021 Revenues | 2020-2021 Expenditures | | |
| General Fund | | | | | |
| Unassigned | 2,492,994 | 36,884,402 | 36,595,853 | 288,549 | 2,781,543 |
| Nonspendable | 144,601 | - | - | - | 144,601 |
| Assigned | 2,209,259 | - | 128,179 | (128,179) | 2,081,080 |
| Restricted: | | | | | |
| Gifted & Talented | - | 41,148 | 41,148 | - | - |
| Career & Tech Program | - | 179,201 | 179,201 | - | - |
| Learning & Development | - | 618,403 | 618,403 | - | - |
| Basic Skills | - | 4,321,427 | 4,321,427 | - | - |
| Basic Skills-Extended Time | - | 145,490 | 145,490 | - | - |
| Medical Assistance | 313,304 | 400,000 | 382,206 | 17,794 | 331,098 |
| Staff Development | - | 415,718 | 415,718 | - | - |
| Safe Schools | 87,386 | 157,099 | 164,630 | (7,531) | 79,855 |
| Operating Capital | 517,496 | 749,374 | 734,923 | 14,451 | 531,947 |
| Long-Term Facilities Maintenance | 35,189 | 1,041,660 | 1,046,298 | (4,638) | 30,551 |
| Capital Projects Levy | 61,983 | 924,143 | 924,143 | - | 61,983 |
| Student Activities | - | 110,000 | 110,000 | - | - |
| Total Restricted | 1,015,358 | 9,103,663 | 9,083,587 | 20,076 | 1,035,434 |
| Total General Fund | 5,862,212 | 45,988,065 | 45,807,619 | 180,446 | 6,042,658 |
| <i>Unassigned Fund Balance %</i> | <i>7.25%</i> | | | | 7.60% |

Board Policy – strive to maintain a fund balance between 7% and 10%

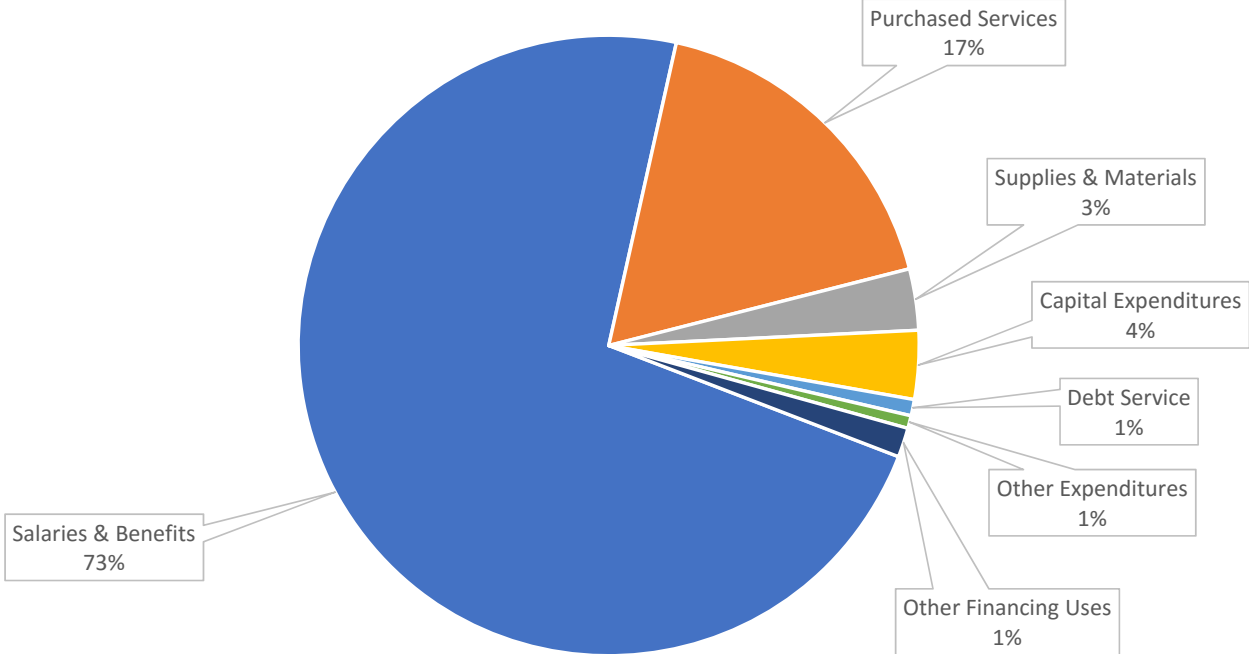


Revenues by Type



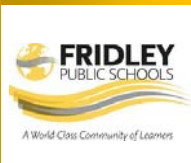
Expenditures by Type

General Fund Expenditures
FY21 Budget



Other Funds – Adopted Budget

| | 6/30/2020 Beginning Fund Balance | Adopted Budget | | Fund Balance Buildup/(Usage) | 6/30/2021 Ending Fund Balance |
|------------------------------------|--|-----------------------|---------------------------|---------------------------------|-------------------------------------|
| | | 2020-2021 Revenues | 2020-2021 Expenditures | | |
| Food Service | | | | | |
| Nonspendable | 10,185 | - | - | - | 10,185 |
| Restricted | 572,641 | 2,197,408 | 2,189,191 | 8,217 | 580,858 |
| Total Food Service | 582,826 | 2,197,408 | 2,189,191 | 8,217 | 591,043 |
| Community Education | | | | | |
| Restricted: | | | | | |
| Regular Community Education | 258,222 | 1,607,098.00 | 1,851,218 | (244,120) | 14,102 |
| Early Childhood Family Education | 69,434 | 167,990 | 154,547 | 13,443 | 82,877 |
| School Readiness | 41,602 | 222,777 | 157,997 | 64,780 | 106,382 |
| Adult Basic Education | - | 46,233 | 44,278 | 1,955 | 1,955 |
| Restricted for Community Education | 89,986 | 401,330 | 384,522 | 16,808 | 106,794 |
| Nonspendable | 6,765 | - | - | - | 6,765 |
| Total Community Education | 466,009 | 2,445,428 | 2,592,562 | (147,134) | 318,875 |
| Capital Projects Fund | 444,102 | 600,693 | 600,693 | - | 444,102 |
| Debt Service | | | | | |
| Restricted: | | | | | |
| General Debt Service | 923,312 | 4,440,901 | 4,345,100 | 95,801 | 1,019,113 |
| OPEB Debt Service | 120,678 | 540,473 | 540,580 | (107) | 120,571 |
| Total Debt Service | 1,043,990 | 4,981,374 | 4,885,680 | 95,694 | 1,139,684 |
| Internal Service Funds | 4,123,082 | 6,121,798 | 6,098,370 | 23,428 | 4,146,510 |
| Trust and Agency Funds | 4,491,761 | 180,000 | 212,000 | (32,000) | 4,459,761 |



Questions / Comments

EXTRACT OF MINUTES OF MEETING
OF SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT #14
(Fridley)

STATE OF MINNESOTA

Pursuant to due call and notice thereof, a _____ meeting of School Board of Independent School District No. 14, State of Minnesota, was held on _____, 2020, at ____-o'clock __.m., for the purpose, in part, of approving the Northeast Metropolitan Intermediate School District No. 916's long-term facility maintenance budget and authorizing the inclusion of a proportionate share of Intermediate School District's long-term facility maintenance projects in the district's application for long-term facility maintenance revenue.

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING NORTHEAST METROPOLITAN INTERMEDIATE SCHOOL DISTRICT NO. 916'S LONG-TERM FACILITY MAINTENANCE BUDGET AND AUTHORIZING THE INCLUSION OF A PROPORTIONATE SHARE OF THOSE PROJECTS IN THE DISTRICT'S APPLICATION FOR LONG-TERM FACILITY MAINTENANCE REVENUE

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

1. The school board of Northeast Metropolitan Intermediate School District No. 916 has approved a long-term facility maintenance budget for its facilities for the 2021 and 2022 school year (pay 2021 levy) in the amount of \$173,600. The various components of this program budget are attached as EXHIBIT A hereto and are incorporated herein by reference. Said budget is hereby approved.
2. Minnesota Statutes, Section 123B.53, Subdivision 1, as amended, provides that if an intermediate school district's o budget is approved by the school boards of each of the intermediate school district's member school districts, each member district may include its proportionate share of the costs of the intermediate school district program in its long-term facility maintenance revenue application.
3. The proportionate share of the costs of the intermediate school district's long-term facility maintenance program for each member school district to be included in its application shall be determined by utilizing a blended rate where half of the rate is determined by multiplying the total cost of the intermediate school district long-term facility maintenance times the ratio of the member school district's net tax capacity to the total net tax capacity of the intermediate school district and half of the rate is determined by multiplying the total cost of the intermediate school district long-term facility maintenance times the ratio of ADM utilization by district to the total ADM

utilization. The inclusion of this proportionate share in the district's long-term facility maintenance revenue application for fiscal year 2021 is hereby approved, subject to approval by the Commissioner of the Minnesota Department of Education.

4. Upon receipt of the proportionate share of long-term facility maintenance revenue attributable to the intermediate school district program, the district shall promptly pay to the intermediate school district the applicable aid or levy proceeds.

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

And the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA

COUNTY OF _____

I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 14, State of Minnesota, hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of Independent School District No. 14 held on the date therein indicated, with the original of said minutes on file in my office, and the same is a full, true and complete transcript insofar as the same relates to the approval of Northeast Metropolitan Intermediate School District No. 916's long-term facility maintenance budget and authorizing the inclusion of a proportionate share of the Intermediate School District's long-term facility maintenance projects in the district's application for long-term facility maintenance revenue.

WITNESS MY HAND officially as such Clerk this ____ day of _____, 2020.

Clerk
Independent School District No. 14

Minutes
School Board Business Meeting
Fridley Independent School District 14
May 19, 2020

Call to Order

Mary Kay Delvo called the Business Meeting of the Fridley School Board to order at 7:45 p.m. on Tuesday, May 19, 2020 via a virtual meeting. Present: Abdisalam Adam, Mary Kay Delvo, Jake Karnopp, Donna Prewedo, Avonna Starck, and Carol Thornton. Absent: None

Approval of Agenda

Motion by Thornton, seconded by Adam, to approve the agenda for May 19, 2020. Upon roll being called, Adam, Delvo, Karnopp, Prewedo, Starck, and Thornton voted in favor, none against, none abstained. Motion carried 6-0.

Spotlight on Recognition

1. Superintendent Hiel introduced the Employee of the Month for May as Nick Fletcher, Systems Administrator for Fridley Public Schools.
2. Superintendent Hiel introduced the retirees for the 2019-2020 School Year
3. Superintendent Hiel recognized the Tigers United representatives that have assisted with School Board Meetings this year.

Superintendent and Staff Reports

1. Principal Daryl Vossler presented on Stevenson Elementary with photos, slides and video clips.
2. Principal Gaeli Iverson presented on Hayes Elementary with IB Coordinator Kirsten Wickman and Instructional Leader Cara Claggett with a video on Hayes.

Business Action Items

1. Motion: Approval of the 2019-2021 Fridley Association of School Principals Agreement

Motion by Starck, seconded by Karnopp to approve the 2019-2021 Fridley Association of School Principals Agreement. Upon roll being called, Adam, Delvo, Karnopp, Prewedo, Starck, and Thornton voted in favor, none against, none abstained. Motion carried 6-0.

2. Motion: Second Reading and Adoption of Policies

- Policy 421 Gifts to Employees and School Board Members
- Policy 510 School Activities
- Policy 703 Annual Audit
- Policy 820 Disposition of Obsolete Equipment

Motion by Prewedo, seconded by Adam, to accept the Second Reading and Adoption of Policies 421, 510, 703 and 820. Upon roll being called, Adam, Delvo, Karnopp, Prewedo, Starck, and Thornton voted in favor, none against, none abstained. Motion carried 6-0.

3. Motion: Approval of the School Board 2020-2021 Meeting Calendar

Motion by Prewedo, seconded by Starck, to approve the School Board 2020-2021 Meeting Calendar Option 1. Upon roll being called, Adam, Delvo, Karnopp, Prewedo, Starck, and Thornton voted in favor, none against, none abstained. Motion carried 6-0.

Consent Agenda

Motion by Karnopp, seconded by Adam to approve the consent agenda of routine action items including minutes of the regular School Board meeting, closed session and work session held on April 21, 2020; Monthly Financial Reports; New Contracts, Amendments, Leaves of Absence, Terminations, Resignations and Retirements; and MOU for probationary teachers. Upon roll being called, Adam, Delvo, Karnopp, Prewedo, Starck, and Thornton voted in favor, none against, none abstained. Motion carried 6-0.

Written Information**Reports from School Board Members**

1. Superintendent Hiel reported on the AMSD Meeting held on May 1, 2020. MDE is collecting technology needs from all of the school districts. Paula Forbes led a discussion on the Reimagine Minnesota Plan.
2. Mary Kay Delvo reported on the NE Metro 916 meeting held on May 6, 2020. 2020-2021 budget is being created very conservatively not knowing enrollment numbers and federal funding. 916 is purchasing technology for summer sessions.

Adjournment

Motion by Starck, seconded by Prewedo, to adjourn at 8:42 p.m. Upon roll being called, Adam, Delvo, Karnopp, Prewedo, Starck, and Thornton voted in favor, none against, none abstained. Motion carried 6-0.

Mary Kay Delvo, Board Chair

Carol Thornton, Board Clerk

Minutes
School Board Closed Session
Fridley Independent School District 14
May 19, 2020

This is a summary of minutes of the Fridley School Board Business Meeting that took place on Tuesday, May 19, 2020, via a virtual meeting. The full text is available for public inspection on our website www.fridley.k12.mn.us and in the office of the Superintendent, Fridley School District, 6000 West Moore Lake Drive, Fridley, Minnesota.

1. Call to Order

Mary Kay Delvo called the Closed Session of the Fridley School Board to order at 4:30 p.m. on Tuesday, May 19, 2020 via a virtual meeting. Present: Abdisalam Adam, Mary Kay Delvo, Jake Karnopp, Donna Prewedo, Avonna Starck, Carol Thornton. Absent: None

2. Approval to move into Closed Session

Motion by Starck, seconded by Adam, to enter into Closed Session to discuss salary parameters for Superintendent Year 3 Contract. Motion carried 6-0. Closed Session began at 4:30 p.m. on May 19, 2020.

3. Approval to end the Closed Session

Motion by Karnopp, seconded by Thornton, to end the Closed Session and return to Open Meeting procedures. Motion carried 6-0.

4. Adjournment of the Closed Session Meeting

Motion by Karnopp, seconded by Thornton, to adjourn at 5:49 p.m. Motion carried 6-0.

Minutes
School Board Work Session
Fridley Independent School District 14
May 19, 2020

Call to Order

The Work Session of the Fridley School Board was called to order by School Board Chair Delvo at 5:50 PM on Tuesday, May 19, 2020, via a virtual meeting. The following Board members were present: Abdisalam Adam Mary Kay Delvo, Jake Karnopp, Donna Prewedo, Avonna Starck, and Carol Thornton
Absent: None

The following items were discussed

- A. Signing Required Documents
- B. Governance and Policy
 - 1. Second Readings and Adoption of Policies
 - a. Policy 421 Gifts to Employees and School Board Members
 - b. Policy 510 School Activities
 - c. Policy 703 Annual Audit
 - d. Policy 802 Disposition of Obsolete Equipment
- C. Oversight of Operations
 - 1. Legal, Staffing and Personnel Update
 - a. New Contracts, Amendments, Leaves of Absence, Terminations, Resignations, and Retirements
 - b. Negotiations Update
 - c. MOU for Probationary Teachers
 - d. Administration Master Agreement 2019-2021
 - e. Stevenson Principal Update
 - 2. Finance and Operations Update
 - a. FY 21 Budget Update
 - b. Long Term Facility Maintenance (LTFM) Plan
 - c. Capital Projects Levy Renewal
 - 3. Partnership Updates
 - a. AMSD
 - b. Tigers United
 - c. Metro 916
- D. Board Governance Policy
 - 1. 2020-2021 School Board Meeting Calendar
 - 2. School Board Self Appraisal Evaluation Results – discussion at additional session
- E. Superintendent Relations
 - 1. Superintendent Evaluation Results
- F. Public Engagement
- G. Informational Items
 - 1. Enrollment
 - 2. COVID-19/Distance Learning Update
 - 3. Graduation 2020
 - 4. Minneapolis redistricting for 2021-2022

Adjourned at 7:35 p.m.

Mary Kay Delvo, Board Chair

Carol Thornton, Board Clerk

Minutes
School Board Closed Session
Fridley Independent School District 14
May 26, 2020

This is a summary of minutes of the Fridley School Board Business Meeting that took place on Tuesday, May 26, 2020, via a virtual meeting. The full text is available for public inspection on our website www.fridley.k12.mn.us and in the office of the Superintendent, Fridley School District, 6000 West Moore Lake Drive, Fridley, Minnesota.

1. Call to Order

Mary Kay Delvo called the Closed Session of the Fridley School Board to order at 7:20 p.m. on Tuesday, May 26, 2020 via a virtual meeting. Present: Abdisalam Adam, Mary Kay Delvo, Jake Karnopp, Donna Prewedo, Avonna Starck, Carol Thornton. Absent: None

2. Approval to move into Closed Session

Motion by Starck, seconded by Thornton, to enter into Closed Session to discuss Superintendent Year 3 Salary. Motion carried 6-0. Closed Session began at 7:20 p.m. on May 19, 2020.

3. Approval to end the Closed Session

Motion by Adam, seconded by Karnopp, to end the Closed Session and return to Open Meeting procedures. Motion carried 5-0. Member Thornton had left the meeting.

4. Adjournment of the Closed Session Meeting

Motion by Adam, seconded by Karnopp, to adjourn at 7:51 p.m. Motion carried 5-0.

**INDEPENDENT SCHOOL DISTRICT NO. 14
FRIDLEY, MINNESOTA
TREASURER'S REPORT
MONTH ENDING 05/31/20**

| Fund | Balance 4/30/20 | Receipts | Payroll | | A/P | Journal Entry | Balance 5/31/20 |
|---|------------------------|------------------------|------------------------|------------------------|------------------|------------------------|------------------------|
| | | | Disbursements | Disbursements | Transfers | | |
| General (01) | \$ 33,817,744.32 | \$ 8,147,401.39 | \$ 1,260,051.72 | \$ 6,958,544.69 | \$ (452,198.11) | \$ 33,294,351.19 | |
| Food Service (02) | 744,563.61 | 48,617.44 | 33,928.43 | 40,683.64 | (20,182.77) | 698,386.21 | |
| Transportation (03) | (31,471,257.66) | - | 7,253.01 | 326,990.40 | (2,821.55) | (31,808,322.62) | |
| Comm. Service (04) | 451,235.60 | 120,697.39 | 83,696.32 | 76,394.95 | (32,725.07) | 379,116.65 | |
| Operating Capital (05) | 274,349.37 | - | - | 18,524.86 | - | 255,824.51 | |
| Construction (06) | 444,101.97 | - | - | - | - | 444,101.97 | |
| Debt Service (07) | 357,927.86 | 535,350.00 | - | - | - | 893,277.86 | |
| Performance Contract (16) | (3,490,674.69) | - | - | - | - | (3,490,674.69) | |
| Custodial Fund for Student Activities (18) | 86.00 | - | - | - | - | 86.00 | |
| Activity Fund (19) | 153,188.92 | 658.06 | - | 8,921.41 | - | 144,925.57 | |
| Dental Self Insurance (20) | 240,943.39 | 73.50 | - | 3,084.59 | 26,595.98 | 264,528.28 | |
| Medical Self Insurance (21) | 4,886,701.98 | 531.43 | - | 221,312.23 | 481,291.52 | 5,147,212.70 | |
| OPEB Trust Fund (25) | 793,265.52 | 16,350.65 | - | 1,972.77 | - | 807,643.40 | |
| OPEB Debt Service (47) | 137,187.67 | 71,850.00 | - | - | - | 209,037.67 | |
| Student Activities Under Board Control (51) | 60,069.99 | 1,369.00 | - | 1,295.58 | 40.00 | 60,183.41 | |
| Total | \$ 6,371,816.12 | \$ 8,942,898.86 | \$ 1,384,929.48 | \$ 7,657,725.12 | \$ - | \$ 7,299,678.11 | |

| Bank | Balance Per Bank Statement | Outstanding Checks | Outstanding Deposits | Balance per Treasurer's Books |
|----------------------|-----------------------------------|---------------------------|-----------------------------|--------------------------------------|
| MN Trust - OPEB | \$ 771,532.25 | \$ - | \$ - | \$ 771,532.25 |
| MN Trust - Operating | 6,672,268.85 | 144,122.99 | - | 6,528,145.86 |
| Total | \$ 7,443,801.10 | \$ 144,122.99 | \$ - | \$7,299,678.11 |

Difference \$ 0.00

Schedule of Investments

As of 5/31/20

| Investment | Broker | Type | Purchased | Maturity | Market Value | Par | Yield |
|---|---------------|-------------|------------------|-----------------|---------------------|------------------|--------------|
| MN Trust Term Series | PMA - OPP | TS | 05/26/20 | 06/25/20 | \$ 4,000,000.00 | \$ 4,000,986.30 | 0.30% |
| Sonabank Certificate of Deposit | PMA - OPP | CD | 05/16/19 | 07/24/20 | 242,700.00 | 249,899.16 | 2.49% |
| Currie State Bank Certificate of Deposit | PMA - OPP | CD | 05/16/19 | 07/24/20 | 243,200.00 | 249,924.30 | 2.32% |
| Servisfirst Certificate of Deposit | PMA - OPP | CD | 05/16/19 | 07/24/20 | 243,100.00 | 249,993.88 | 2.39% |
| Modern Bank, NA Certificate of Deposit | PMA - OPP | CD | 05/16/19 | 07/24/20 | 243,300.00 | 249,969.46 | 2.30% |
| Elga Credit Union Certificate of Deposit | PMA - OPP | CD | 05/16/19 | 07/24/20 | 243,300.00 | 249,960.46 | 2.30% |
| Western Alliance/Torrey Pines Bank Certificate of Deposit | PMA - OPP | CD | 05/16/19 | 07/24/20 | 243,200.00 | 249,947.50 | 2.33% |
| Illinois Bank & Trust/Rockford B&TC Certificate of Deposit | PMA - OPP | CD | 05/16/19 | 07/24/20 | 243,300.00 | 249,976.34 | 2.30% |
| TBK Bank, SSB/The National Bank Certificate of Deposit | PMA - OPP | CD | 05/16/19 | 07/24/20 | 243,300.00 | 249,969.56 | 2.30% |
| Citadel FCU (LOC) | PMA - OPP | CD | 11/05/19 | 07/28/20 | 1,752,800.00 | 1,771,574.48 | 1.47% |
| Financial Federal Bank | PMA - OPP | CD | 11/05/19 | 08/03/20 | 247,200.00 | 249,963.23 | 1.50% |
| United Community Bank/Mercantile Bank Certificate of Deposit | PMA - OPP | CD | 05/29/20 | 01/26/21 | 249,700.00 | 249,969.42 | 0.44% |
| Bank of China Certificate of Deposit | PMA - OPP | CD | 05/29/20 | 01/26/21 | 249,400.00 | 249,984.27 | 0.35% |
| Texas Capital Bank Certificate of Deposit | PMA - OPP | CD | 05/29/20 | 01/26/21 | 249,400.00 | 249,977.09 | 0.35% |
| Customers Bank Certificate of Deposit | PMA - OPP | CD | 05/29/20 | 01/26/21 | 249,500.00 | 249,915.17 | 0.25% |
| Brookline Bank Certificate of Deposit | PMA - OPP | CD | 05/29/20 | 01/26/21 | 249,500.00 | 249,915.78 | 0.25% |
| Bank Rhode Island Certificate of Deposit | PMA - OPP | CD | 05/29/20 | 01/26/21 | 249,500.00 | 249,915.78 | 0.25% |
| CFG Bank Certificate of Deposit | PMA - OPEB | CD | 10/18/17 | 10/16/20 | 236,900.00 | 249,272.64 | 1.74% |
| Savoy Bank Certificate of Deposit | PMA - OPEB | CD | 10/18/17 | 10/16/20 | 232,800.00 | 244,947.90 | 1.74% |
| Superior Choice Credit Union Certificate of Deposit | PMA - OPEB | CD | 10/18/17 | 10/16/20 | 237,000.00 | 249,360.35 | 1.72% |
| Fidelity Bank - IA Certificate of Deposit | PMA - OPEB | CD | 11/01/18 | 11/02/20 | 235,600.00 | 249,202.23 | 2.88% |
| Merrick Bank Certificate of Deposit | PMA - OPEB | CD | 11/01/18 | 11/02/20 | 235,500.00 | 249,164.38 | 2.87% |
| KS State Bank/Kansas State Bank of Manhattan Certificate of Deposit | PMA - OPEB | CD | 11/01/18 | 11/02/20 | 100,000.00 | 105,833.33 | 2.88% |
| Third Coast Bank Certificate of Deposit | PMA - OPEB | CD | 11/01/18 | 11/02/20 | 235,800.00 | 249,209.26 | 2.81% |
| Pacific Western Bank Certificate of Deposit | PMA - OPEB | CD | 11/01/18 | 11/02/20 | 235,800.00 | 249,209.50 | 2.81% |
| Bank of the Valley Certificate of Deposit | PMA - OPEB | CD | 11/06/18 | 11/06/20 | 155,000.00 | 163,863.11 | 2.83% |
| Summit-TXB-D-Var-Purp | PMA - OPEB | SEC | 11/01/18 | 12/01/20 | 203,638.00 | 200,000.00 | 2.94% |
| Prime Alliance Bank Certificate of Deposit | PMA - OPEB | CD | 12/19/17 | 12/21/20 | 235,600.00 | 249,133.39 | 1.91% |
| Mediapolis Savings Bank Certificate of Deposit | PMA - OPEB | CD | 12/19/17 | 12/21/20 | 235,600.00 | 249,140.59 | 1.91% |
| First Internet Bank of Indiana Certificate of Deposit | PMA - OPEB | CD | 12/19/17 | 12/21/20 | 178,800.00 | 189,236.68 | 1.92% |
| Avondale-B-REF-TXBL | PMA - OPEB | SEC | 01/08/20 | 07/01/21 | 101,236.00 | 100,000.00 | 1.61% |
| CIBC Bank USA/Private Bank - MI Certificate of Deposit | PMA - OPEB | CD | 12/18/19 | 12/17/21 | 242,500.00 | 249,792.51 | 1.50% |
| Luana Savings Bank Certificate of Deposit | PMA - OPEB | CD | 12/18/19 | 12/17/21 | 242,500.00 | 249,775.00 | 1.50% |
| Azle ISD REF-TXBL | PMA - OPEB | SEC | 01/08/20 | 02/15/22 | 230,467.60 | 220,000.00 | 1.60% |
| Oklahoma City - TXBL | PMA - OPEB | SEC | 01/07/20 | 03/01/24 | 220,432.00 | 200,000.00 | 1.70% |
| Totals | | | | | \$ 13,237,573.60 | \$ 13,438,983.05 | |

TAKEN FOR JUNE SCHOOL BOARD MEETING. Please see Lori Andler if you have further changes.

**Personnel Changes
2019-20 School Year**

New Contracts and Amendments per Master Agreements (2019-20)

| First Name | Last Name | Assignment | Step/Lane/Salary | School |
|------------|-----------|------------------------------|------------------|----------|
| Nicole | Allen | Extended School Year Teacher | Schedule C | District |
| Jeren | Anderson | ALC Summer School Teacher | Step 3 | ALC |
| Sarah | Anderson | Extended School Year Teacher | Schedule C | District |
| Susan | Baker | Summer Cook Manager | Step 5 | FHS |
| Stephanie | Champeau | Summer Cook | Step 1 | Hayes |
| Heather | Cole | Extended School Year Teacher | Schedule C | ECSE |
| Jenny | DeMars | ALC Summer School Teacher | Step 3 | ALC |
| Ryusuke | Jono | Summer Cook Manager | Step 3 | Hayes |
| Hellen | Keraka | Extended School Year Teacher | Schedule C | ECSE |
| Casey | Leasure | Extended School Year Teacher | Schedule C | District |
| Nicole | Moussette | ALC Summer School Teacher | Step 3 | ALC |
| Jessica | Mularie | Extended School Year Teacher | Schedule C | District |
| Tammy | Packard | Summer Cook | Step 5 | FHS |
| Jennifer | Pearson | ALC Summer School Teacher | Step 3 | ALC |
| Jolly | Vue | Summer Cook | Step 1 | FHS |
| Amanda | Woll | Extended School Year Teacher | Schedule C | District |

New Contracts and Amendments per Master Agreements (2020-2021)

| First Name | Last Name | Assignment | Step/Lane/Salary | School |
|------------|-------------|---|----------------------|----------|
| John | Piotraschke | Director of Teaching & Learning – POSA | Per Master Agreement | District |
| Danielle | Peterson | Assistant Principal on Special Assignment | Per Master Agreement | District |

Individual Contracts and Amendments (2019-2021)

| First Name | Last Name | Assignment | Step/Lane/Salary | School |
|------------------|-----------|--|---------------------|----------|
| Valerie | Anderson | ECFE Coordinator | Individual Contract | FCC |
| Sarah | Burghardt | Communications Specialist | Individual Contract | District |
| Maggie | Chandler | Facilities, Adult Enrichment and Senior Programs Coordinator | Individual Contract | FCC |
| Lindsey | Crawford | Community Education Program Manager | Individual Contract | FCC |
| Christopheraaron | Deanes | Culture and Climate Coordinator | Individual Contract | District |

| First Name | Last Name | Assignment | Step/Lane/Salary | School |
|------------|------------------|--|---------------------|----------|
| Seth | Hamm | Buildings & Grounds Coordinator | Individual Contract | District |
| Christine | Haubauch | Community Education Program Manager | Individual Contract | FCC |
| Camille | Herder | Community Education Program Manager | Individual Contract | FCC |
| S. Ike | Isaacson | Director of Human Resources | Individual Contract | District |
| Stephen | Keeler | Director of Community Education | Individual Contract | District |
| Sally | Leone | Tiger Club Childcare Coordinator | Individual Contract | FCC |
| Cindy | McKay | Transportation Coordinator | Individual Contract | District |
| Jael | McLemore | Director of Communications & Community Relations | Individual Contract | District |
| Lori | O'Dowd | Enrollment Coordinator | Individual Contract | District |
| Kari | Reiter | IB Coordinator – MYP | Individual Contract | FMS/FHS |
| Dan | Roff | Activities Director | Individual Contract | District |
| Susan | Samaha | Equity & Inclusion Coordinator | Individual Contract | District |
| Laura | Seifert-Hertling | Director of Special Services | Individual Contract | District |
| David | Webber | Communications Specialist | Individual Contract | District |
| Dan | Wold | Auditorium and Events Coordinator | Individual Contract | District |

Request for Leave (2019-2020)

- Andrea Baker has requested a leave of absence from her finance specialist position at Fridley Public Schools, effective June 17, 2020 through July 10, 2020.

Resignations (2019-2020)

- Jeff Regan resigned his Director of Buildings and Grounds position at Fridley Public Schools, effective June 26, 2020.

Retirements (2019-2020)

- Barb Guille retired from her Accounts Payable position at Fridley Public Schools, effective June 30, 2020.

Terminations (2019-2020)

- Tamara Rottman was terminated from her para position at Fridley High School, effective May 28, 2020.