



Fridley Public Schools School Board Business Meeting Agenda

Tuesday, April 21, 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. Employee of the Month for March and April 2020

D. Superintendent and Staff Reports

1. FHS Video

E. Business Action Items

1. RESOLUTION Accepting Gifts
2. RESOLUTION to Terminate and Non-Renew the Employment of Certain Non-tenured, Probationary Teachers
3. Motion: Approval of the 2019-2021 Clerical Master Agreement
4. Motion: Second Reading and Adoption of Policies
 - a. Policy 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse
 - b. Policy 415 Mandated Reporting of Maltreatment of Vulnerable Adults
 - c. 506P Student Chemical Misuse Procedure
 - d. Policy 506 Student Discipline
 - e. Policy 522 Student Sex NonDiscrimination
5. Board Meetings during COVID-19 pandemic

F. Consent Agenda

1. Minutes of the School Board Business Meeting and Work Session held on February 18, 2020 and Work Session held on April 2, 2020
2. Monthly Financial Reports
3. Insurance for Married Spouses MOU
4. New Contracts, Amendments, Leaves of Absence, Terminations, Resignations, and Retirements
5. Transportation Contract for 2020-21 and 2021-22
6. Metropolitan Regional Arts Council grant for \$10,000 for summer production of Mamma Mia by Fridley Community Theater

G. Written Information

1. First Reading of Policies
 - a. Policy 510 Student Activities
 - b. Policy 421 Gifts to Employees and School Board Members
 - c. Policy 703 Annual Audit

d. Policy 820 Disposition of Obsolete Equipment

H. Reports From School Board Members

1. Tigers United
2. Association of Metropolitan School Districts (AMSD) Board Meeting held on March 6, 2020
3. NE Metro 916 Board Meeting held on April 1, 2020

I. Important Future School Board Dates

1. AMSD Board Meeting
May 1, 2020 7:00 AM
Quora Education Center
2. NE Metro 916 Board Meeting
May 6, 2020 6:00 PM
Bellaire School
3. Fridley Public Schools Board Meeting
May 19, 2020
Work Session, 5:30 PM
Open Forum, 7:00 PM
Business Meeting, 7:30 PM
Fridley Community Center

J. Adjournment

Tuesday, April 21, 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 April 21, 2020.

C. Spotlight on Recognition

D. Superintendent and Staff Reports

E. 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;

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

- The following persons donated to **Stevenson Elementary School** for a total of \$120.00:
 - o Ameriprise
- The following persons donated to **Hayes Elementary School** for a total of \$526.00:
 - o Deanna Roth
 - o Child and Teen Medical Center
 - o Fridley United Methodist Women
- The following persons donated to **Fridley Middle School**:
 - o Bob's Produce – 50 boxed lunches for the History Day Judges
- The following persons donated to **Fridley Nutritional Services Department**:
 - o Laurie Brooks – ongoing donations to reduce lunch account debts
 - o Girl Scout Troop from Stevenson – donating 59 cases of cookies

Suggested Motion: Motion by _____, seconded by _____, to accept the gifts and thank the donors for their contributions. **ROLL CALL VOTE by Clerk**

2. RESOLUTION to Terminate and Non-Renew the Teaching Contract of Certain Non-tenured, Probationary Teachers for 2020-2021

WHEREAS, (names listed below) is a probationary teacher in Independent School District 14.

BE IT RESOLVED by the School Board of Independent School District 14 that pursuant to Minnesota Statute 122A.40, Subdivision 5, that the teaching contract of (teacher) a probationary teacher in Independent School District 14, is hereby terminated without pay or fringe benefits at the close of the current 2020-2021 school year.

BE IT FURTHER RESOLVED, that written notice be sent to said teacher regarding School Board termination and non-renewal of his/her contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION AND NON-RENEWAL

April 22, 2020

Dear _____:

You are hereby notified that at a Regular Business Meeting of the School Board of Independent School District 14 held on Tuesday, April 21, 2020, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2020-2021 school year. Said action of the Board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the School Board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is taken for the following reasons: school district discontinuance of positions, financial limitations, state teacher licensure requirements, or you did not meet the performance standards required of a teacher in the Fridley School District. To submit an official request, please send it to the Director of Human Resources.

Thank you for your teaching service in our School District. Best wishes in the future.

Sincerely,

Carol Thornton, Clerk
Fridley School District 14 School Board

Suggested Motion: Motion by _____, seconded by _____, to approve the Resolution to Terminate and Non-Renew the Teaching Contract of Certain Non-tenured, Probationary Teachers for 2020-2021 as follows:

Garrett Bruce, Shaina Dodson, Hannah Knip, Andrew Kosloski, Annie Olson, Khadijah Pierce, Michael Richie and Ashley Yaritz. **ROLL CALL VOTE by Clerk**

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

Suggested Motion: Motion by _____, seconded by _____, to approve the 2019-2021 Clerical Master Agreement. **ROLL CALL VOTE by Clerk**

4. Motion: Second Reading and Adoption of Policies

- Policy 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse
- Policy 415 Mandated Reporting of Maltreatment of Vulnerable Adults
- 506P Student Chemical Misuse Procedure
- Policy 506 Student Discipline
- Policy 522 Student Sex NonDiscrimination

Suggested Motion: Motion by _____, seconded by _____, to accept the Second Reading and Adoption of Policies 414, 415, 506P, 506, and 522. **ROLL CALL VOTE by Clerk**

5. RESOLUTION: Approval of Board Meetings during COVID-19 pandemic taking place via teleconference format

Suggested Motion: Motion by _____, seconded by _____, to approve the School Board Meetings take place via teleconference until further notice. **ROLL CALL VOTE by Clerk**

F. 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 and work session held on February 18, 2020 and work session held on April 2, 2020; Monthly Financial Reports; New Contracts, Amendments, Leaves of Absence, Terminations, Resignations and Retirements; Approval of Health Insurance Rates; Insurance for Married Spouse MOUs, Transportation Contracts for 2020-21 and 2021-22; and Metropolitan Regional Arts Council grant for \$10,000 for summer production of Mamma Mia by Fridley Community Theater. **ROLL CALL VOTE by Clerk**

G. Written Information

H. Reports from School Board Members

I. Important Future School Board Dates

J. Adjournment

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



Employee of the Month

March & April 2020

**Employee of the Month for
March 2020:**

**Sharon
McClernan**



**Employee of the Month for
April 2020:**

**Sarah
Burghardt**



Sarah Burghardt
Employee of the Month – April 2020

Congratulations to Fridley Public Schools' April 2020 Employee of the Month, Sarah Burghardt!

Ms. Burghardt is a communications specialist in the district office, and is responsible for the publications, website, social media and photography our community enjoys so much. She joined the Communications Department in the fall of 2017, having previously served as a reporter for the Sun Focus newspaper.

Jael McLemore, Director of Communications and Community Relations, who presented Sarah with the award, spoke of Sarah's professionalism and creativity. "Sarah is a hard worker who takes great pride in her work and always ensures that each final product of communication that she produces is both professional, uniquely creative, and produces the desired impact of marketing. Her work ethic is unparalleled. We are truly lucky to have her as valued member of our communications team."

Stephen Keeler, Director of Community Education, spoke of how Burghardt's work has elevated the visual presence of his department. "Sarah has done amazing work revamping our Community Education publications, including our catalog and preschool handbook," Keeler said. "We also have a vast collection of wonderful photos, thanks to Sarah consistently showing up at events Community Education hosts."

Fridley Community Center Coordinator, Maggie Chandler, echoed Keeler's sentiments. "She is highly relational and cares a lot about the people she works and interacts with," Chandler said. "She represents the district very well everywhere she goes, as she listens respectfully to the stories of many different people and reflects back to them what she sees."

Beyond publications and social media postings, Burghardt's work adorns the walls of each school building in the district. The murals in the entry of the high school, multi-lingual welcome signs in offices, and framed photos in hallways both unify and celebrate the schools and district.

"When facing a new concept or working with a new program in the district, Sarah is willing to stretch her boundaries and those of others and throughout all she does. She is constantly being proactive in her thinking and work ethic," said Karin Beckstrand, Preschool IB Coordinator.

Lori O'Dowd, Enrollment Coordinator for the district, has worked closely with Sarah on a variety of projects that aid in welcoming families to Fridley. "I never have to worry about how communication with our parents will turn out," O'Dowd said. "Her willingness to listen to ideas and put these ideas on paper amazes me. Her finished products always have a professional flair while keeping the end-user and its purpose in mind."

Congratulations, Sarah, and thank you for serving our district and community so well!

- David Webber & Jael McLemore, Communications Department

Sharon McClernan
Employee of the Month – March 2020

Congratulations to Sharon McClernan, our Employee of the Month for March! Sharon has served as our greeter/attendance clerk at Fridley High School for four years. In the main office, Sharon's energy for our students and our staff is second to none. She is always extremely positive, caring, and helpful. A staff member describes Sharon as loyal, protective, dependable, and non-judgmental. Additionally, Sharon is known as a great listener, and she "instinctively knows when someone is having a rough time and is ready with calming words and hugs." The students love her and the staff respect her hard work and dedication. Sharon has the ability to not only connect with our students, but helps create teachable moments. From Life Lessons with Sharon to listening to our student's needs, she is a key part of our Fridley Family. Sharon also takes pride in being the main contact when people walk into our building. Safety and security is her job, which she takes very seriously to ensure not only are our students safe but our entire building is secure at all times. Sharon also has a contagious laugh and smile that can warm anyone's day. We are lucky to have Sharon as a member of our team and congratulate her on the honor of Employee of the Month!

- Patty Hand, Principal of Fridley High School

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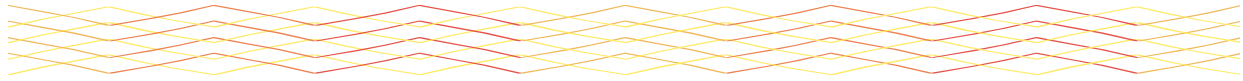
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Thank you for your teaching service in our School District. Best wishes in the future.

Sincerely,

Carol Thornton, Clerk
Fridley School District 14 School Board

Resolution to Terminate and Non-Renew the Teaching Contract of Certain Non-tenured, Probationary Teachers for 2020-2021 as follows: Garrett Bruce, Shaina Dodson, Hannah Knip, Andrew Kosloski, Annie Olson, Khadijah Pierce, Michael Richie and Ashley Yaritz.



MASTER AGREEMENT

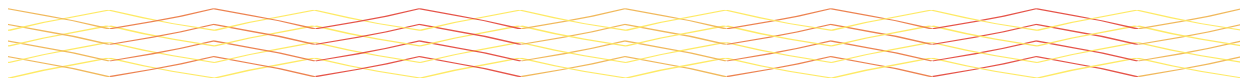
Between

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

and

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

JULY 1, 2019 THROUGH JUNE 30, 2021



Fridley Independent School District 14
MASTER AGREEMENT
With Clerical, Media Clerk, Health Assistants, and Computer Assistants
2019-2021

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THIS AGREEMENT, made and entered into as of July 1, 2019 by and between the School Board of Independent School District 14 of Anoka County, Minnesota, hereinafter referred to as the Employer, and the School Service Employees Local 284, hereinafter referred to as the Union.

Article I

Recognition and Dues Check-Off

Section 1. Purpose

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

Section 2. Recognition

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

Section 3. Obligation

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

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

Section 4. Authority of School Board

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

Section 5. Dues Check-Off

The District shall deduct union dues from members' payroll checks upon 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 Saint Paul, MN 55075, not later than the 20th of each month.

Article II Definitions

Section 1. Employee

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

Section 2. Terms and Conditions of Employment

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

Section 3. Description of Appropriate Unit

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

Article III Wages and Work Assignments

Sections 1, 2, 3. See Attached Wage Schedules

Section 4. See Attached Experience Increments

Section 5. Work Schedule

All employees shall be notified in writing, in May prior to the end of the school year of their work schedule for the following year. The district may request an employee begin her/his work year earlier than the previously stated date, but may not require the employee to do so. The

notice to the employee will include, building, hours per day, days per year, position band and grade, and hourly rate. New employees will be informed that the contract is online and the Union Steward will be informed of the new hire.

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

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

Section 6. Step Advancement

Employees will advance one step on the salary schedule on July 1. For purposes of determining eligibility for step advancement, each employee's anniversary date will be adjusted to July 1 of the calendar year in which she/he was hired. New employees to Fridley ISD 14 may be hired up to step three (3) based upon years of previous experience in a similar position.

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

Section 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. Step Placement and Credit for Past Employment

All employees who are re-employed will be placed on the salary schedule on the same step they were on at the time they were laid off and retain all other rights and benefits accrued before layoff. If an employee resigns from employment with the School District and is rehired at a later date, the employee will be placed on the step or a higher step than they were on when they resigned. Employees entering the bargaining unit shall be placed on the wage schedule according to their total consecutive years of service with the District.

Section 9. Mileage

District mileage will be paid as allowed by the IRS.

Section 10. Overtime

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

SUBD. 1. AN EMPLOYEE WILL BE COMPENSATED A MINIMUM OF TWO (2) HOURS AT TWO (2) TIMES THE HOURLY WAGE FOR CALLBACKS ON A SUNDAY OR HOLIDAY.

Section 11. IRS 125(B) Plan

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

Section 12. Paychecks

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

Section 13. Lunch Period

Employees shall be guaranteed a duty free lunch period.

Section 14. Workshops Staff Development

The school district will pay for all reasonable employee expenses to employees who are required by the school district to attend workshops, schools or meetings to maintain the necessary skills for the employee's position. Attendance at meetings, conventions, and workshops related to the employee's position will be granted without loss of pay provided that the time for attendance is approved in advance by the employee's Principal or Director. Any employee may be given the option to attend a workshop of the employee's choosing for self-improvement subject to the building principal's or the appropriate director's approval. The District will provide one half (1/2) day paid staff development training on the first grading day of the school year which is considered a normal work day.

Section 15. Emergency School Closing

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

**Article IV
Insurance**

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

Section 1. Medical Contribution

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

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

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

Subd. 2. Insurance buy-in: An employee who has ten (10) years of service in the Fridley Public Schools and is at least 55 years of age shall be eligible to continue participation in the District's group medical insurance plan as per MN Statute §471.61. All group medical insurance coverage options will be available to the employee. The employee will be responsible for all premium costs following resignation or retirement from the District. Insurance must be taken at the time of leave and must be continuous. The employee may participate in all other insurance programs of the District on a self-pay basis subject in each case to the approval and terms of the insurance carrier. It is the responsibility of the employee to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance and on such dates as determined by the School District. The employee's right to continue participation in such group insurance, however, will be discontinued upon the employee reaching eligibility age of FICA/Medicare, or if the employee becomes eligible for insurance benefits through re-employment prior to the eligibility age of FICA/Medicare. Once a person has decided to terminate participation in insurance programs, he/she will not be allowed to re-enroll.

Section 2. Life Insurance

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

Section 3. Dental Insurance

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

Section 4. Long Term Disability Contribution

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

Section 5. Claims Against the School District

Any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the

insurance policy purchased by the School District pursuant to this Article. The School District's only obligation is to purchase an insurance policy under the provisions of this Agreement and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of denial of insurance benefits by an insurance carrier.

Article V

Leaves of Absence

Section 1. Sick Leave

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

Subd. 1. 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 the bottom step of the employee's band and grade (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 June 1, employees must notify the district of the number of days they wish to turn in.

Section 2. Bereavement

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

Section 3. Personal Leave

All employees covered by this contract shall be eligible for two days of personal leave per year 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. Personal leave will not be approved for absence resulting from weather conditions and its effect on transportation. Requests for personal leave must be submitted to the staff member's supervisor in writing two days in advance, except in emergency cases. 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 employee's supervisor. Personal leave days are cumulative to 5 days and will be deducted from sick leave.

Section 4. Child Care Leave

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

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

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

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

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

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

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

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

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

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

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

Section 5. Unpaid Leave of Absence

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

Section 6. Jury Duty

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

Section 7. Subpoena Leave

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

Section 8. Supplementation to Workers' Compensation Benefits

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

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

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

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

Article VI Holidays and Vacation

Section 1. Holidays

Subd. 1. Twelve Month Employees.

Twelve month employees will be granted the following holidays (12 days):

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

Subd. 2. Eleven Month Employees.

An eleven month employee is an employee who is paid for at least two hundred twenty-four (224) days, exclusive of holidays. Eleven month employees will be granted the following holidays (11 days).

Labor Day	New Year's Day
Thanksgiving Day	Presidents' Day

Friday following Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

Good Friday
Martin Luther King Jr. Day
Memorial Day

Subd. 3 Nine and Ten Month Employees.

Nine and ten month employees will be granted the following holidays (9 days).

Labor Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Day

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

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

Subd. 4. Holidays falling on Sunday shall be observed on the following Monday, and those falling on Saturday, the preceding Friday.

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

Subd. 6. Religious Holiday Observance.

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

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

Section 2. Vacation

Vacation will be credited at the beginning of the fiscal year or at the beginning of any employee's employment. An employee may use any amount of vacation credited. Probationary employees may use vacation as earned until the end of the probationary period. An employee who terminates employment, having used but not yet earned vacation time shall repay, from the employee's final check, any over-use of credited vacation. Employees hired after the beginning of the school year will be credited vacation days on a prorated basis.

Subd. 1. Twelve Month Employees.

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

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

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

Subd. 2. Nine and Ten Month Employees.

Nine and ten month employees will be granted vacation as designated by the administration. If a new nine month employee resigns before completing a full school year of service, he/she shall not be entitled to any vacation pay and shall have the salary paid for any vacation days taken deducted from the final check.

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

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

Subd. 3. Any employee who leaves the employ of the School District during the calendar year for any reason other than a voluntary quit without the giving of two weeks written notice shall receive vacation pay due immediately upon separation.

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

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

Article VII

Probation, Discipline, Posting, Discharge, and Personnel Files

Section 1. Probation

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

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

Section 2. Discipline

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

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

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

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

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

Section 3. Personnel Files

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

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

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

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

Section 4. Job Posting

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

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

Section 5. Job Elimination

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

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

Section 6. Affected Employees

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

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

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

Section 7. Lay-Off List

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

Section 8. Recall

The school district will notify all employees on layoff of any open position for whom the position is at or below the pay grade the employee(s) held at the time of layoff. The district will discuss with each employee, in order of seniority as needed, the requirements and qualifications for each job. Employees on layoff shall have automatic right of recall to any position, if qualified, at or below the employee's original pay grade which is up to 1 hour per day more than the employee's original position.

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

An employee on layoff may decline one (1) open position which is:

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

After declining one such position, the employee still retains layoff status with the right to recall. If an employee declines two (2) such open positions, the employee loses the right to recall.

When an employee is about to be laid off, if the employee declines an open position which is:

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

then the employee has declined one position.

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

Section 9. Scheduled Time Reduction

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

Section 10. Seniority List

Subd. 1. Seniority Date.

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

Subd. 2. Annual Posting of List. The district will publish and post a seniority list 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 employee terminations or new hires.

Article VIII Matching Annuity and Severance

Section 1. Matching Annuity

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

Section 2. Eligibility

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

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

Section 3. District Contribution

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

Subd. 1. The following table is to be used to calculate the matching amount for each participating employee. The maximum annual District contribution shall be based on matching an employee's contribution per the following:

			2020- 2021
Zero (0) through Three (3) years in Fridley			\$0
Four (4) through Nine (9) years in Fridley			\$2025
Ten (10) through Fourteen (14) years in Fridley			\$2150
Fifteen (15) years to Nineteen (19) years in Fridley			\$2275
Nineteen plus (19+) years in Fridley			\$2400

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

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

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

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

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

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

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

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

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

Section 4. Severance/Annuity Phase-In

Subd. 1. Employees hired prior to July 1, 1990 qualify for both the provisions of Article VIII including the retiree insurance program and the Matching Annuity Plan described in this Article. At the time of retirement, the accumulated district matching contributions will be subtracted from the earned early retirement severance benefit.

Section 5. Severance

After a written resignation is accepted by the School District for an employee who has; fifteen (15) years of service in the Fridley Public Schools, is at least 55 years of age, and was employed by the School District prior to July 1, 1990, the employee shall be eligible for severance.

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

Subd 2. The amount of severance pay shall be based on the employee'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 100 days 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. Employees will receive the first payment in the year in which they resign and the second payment in January of the next calendar year.

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. An employee who retires pursuant to this Article shall be eligible to continue participation in the District's group medical hospitalization insurance plan and group life insurance. The District will pay the full cost of single coverage for those employees who have been twelve month employees for at least 75% of their years of service, and for 9/10 month employees who have worked more than 180 months. Otherwise the District will contribute 75% of the single coverage for all other eligible employees, including nine and ten month employees. The premium paid by the District after the employee retires will be capped at \$5,400 per year; any additional premium cost will be borne by the retiree. 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 become 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 6

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

Article IX Grievance Procedure

Definitions and General Provisions

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

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

by the School District to respond within the time periods prescribed herein shall constitute a denial of the grievance and the grievant(s) may appeal the grievance to the next step.

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

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

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

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

Step 4. Arbitration Procedures

Subd. 1. Request.

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

Subd. 2. Prior Procedure Required.

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

Subd. 3. Selection of Arbitrator.

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

Subd. 4. Submission of Grievance Information.

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

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

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

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

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

**Article X
Miscellaneous**

Section 1. Retirement

As provided by law.

Section 2. Physical Examinations

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

**Article XI
Duration**

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

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

By _____

By _____

By _____

By _____

By _____

Dated _____

By _____

By _____

Dated _____

2019-2021
Attachment A
CLERICAL, MEDIA CLERK, HEALTH ASSISTANTS, AND TECHNOLOGY ASSISTANTS
WAGE SCHEDULE

Section 1. 2019-2020 Wage Schedule

B/G		A13	B21	B22	B23	B24
1		\$15.86	\$16.35	\$16.87	\$17.38	\$25.19
2		\$17.56	\$18.26	\$18.75	\$19.19	\$26.69
3		\$18.74	\$19.60	\$20.08	\$20.40	\$28.19
4		\$20.25	\$20.98	\$21.34	\$21.64	\$29.70
5		\$22.26	\$23.04	\$23.28	\$23.64	\$31.22
12 month employees will receive \$.30 per hour above schedule						

Section 2. 2020-2021 Wage Schedule

B/G		A13	B21	B22	B23	B24
1		\$16.09	\$16.60	\$17.12	\$17.65	\$25.57
2		\$17.82	\$18.53	\$19.03	\$19.47	\$27.09
3		\$19.02	\$19.90	\$20.38	\$20.71	\$28.41
4		\$20.55	\$21.29	\$21.66	\$21.96	\$30.14
5		\$22.60	\$23.39	\$23.63	\$24.00	\$31.68
12 month employees will receive \$.30 per hour above schedule						

Section 3. Experience Increments

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

2019-2021

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

414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected child neglect or physical or sexual abuse.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to fully comply with Minn. Stat. § 626.556 requiring school personnel to report suspected child neglect or physical or sexual abuse.
- B. It shall be a violation of this policy for any school personnel to fail to immediately report instances of child neglect, or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.
- C. This policy reflects the mandatory law regarding reporting of maltreatment of minors and is not discretionary in nature.

III. DEFINITIONS

- A. “Accidental” means a sudden, not reasonably foreseeable, and unexpected occurrence or event which:
 - 1. is not likely to occur and could not have been prevented by exercise of due care; and
 - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. “Child” means one under age 18 and, for purposes of Minn. Stat. Ch. 260C (Child Protection) and Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18).
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.

- D. “Mandated reporter” means any school personnel who knows or has reason to believe a child is being neglected or physically or sexually abused, or has been neglected or physically or sexually abused within the preceding three years.
- E. “Neglect” means the commission or omission of any of the acts specified below other than by accidental means:
1. Failure by a person responsible for a child’s care to supply a child with necessary food, clothing, shelter, health, medical, or other care required for the child’s physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
 2. Failure to protect a child from conditions or actions that seriously endanger the child’s physical or mental health when reasonably able to do so;
 3. Failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors such as the child’s age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for his or her own basic needs or safety or the basic needs or safety of another child in his or her care;
 4. Failure to ensure that a child is educated in accordance with state law, which does not include a parent’s refusal to provide his or her child with sympathomimetic medications;
 5. Prenatal exposure to a controlled substance used by the mother for a non-medical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child’s birth, or medical effects or developmental delays during the child’s first year of life that medically indicate prenatal exposure to a controlled substance or the presence of a fetal alcohol spectrum disorder;
 6. Medical neglect as defined by Minn. Stat. § 260C.007, Subd. 6, Clause (5);
 7. Chronic and severe use of alcohol or a controlled substance by a parent or person responsible for the care of the child that adversely affects the child’s basic needs and safety; or
 8. Emotional harm from a pattern of behavior which contributes to impaired emotional functioning of the child which may be demonstrated by a substantial and observable effect in the child’s behavior, emotional

response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

Neglect does not include spiritual means or prayer for treatment or care of disease where the person responsible for the child's care in good faith has selected and depended on those means for treatment or care of disease, except where the lack of medical care may cause serious danger to the child's health.

- F. "Nonmaltreatment mistake" means (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minn. Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minn. Rules Ch. 9503.
- G. "Physical abuse" means any physical injury, mental injury, or threatened injury, inflicted by a person responsible for the child's care other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minn. Stat. § 121A.0942 or § 245.825.

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian which does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by Minn. Stat. § 121A.582.

Actions which are not reasonable and moderate include, but are not limited to, any of the following:

1. throwing, kicking, burning, biting, or cutting a child;
2. striking a child with a closed fist;
3. shaking a child under age three;
4. striking or other actions which result in any non-accidental injury to a child under 18 months of age;

5. unreasonable interference with a child's breathing;
 6. threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6;
 7. striking a child under age one on the face or head;
 8. striking a child who is at least age one but under age four on the face or head, which results in an injury;
 9. purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances which were not prescribed for the child by a practitioner, in order to control or punish the child, or giving the child other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances;
 10. unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379. including, but not limited to, tying, caging, or chaining; or;
 11. in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minn. Stat. § 121A.58.
- H. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes neglect or physical or sexual abuse of a child and contains sufficient content to identify the child and any person believed to be responsible for the neglect or abuse, if known.
- I. "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement or child care services.
- J. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a position of authority (as defined in Minn. Stat. § 609.341, Subd. 10), to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor which constitutes a violation of Minnesota statutes prohibiting prostitution, or use of a minor in a sexual

performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation which requires registration under Minn. Stat. § 243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).

- K. “Mental injury” means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child’s ability to function within a normal range of performance and behavior with due regard to the child’s culture.
- L. “Person responsible for the child’s care” means:
 - 1. an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or;
 - 2. an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- ML. “Threatened injury” means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child’s care who has subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years to the local welfare agency, police department, county sheriff, or agency responsible for assisting or investigating maltreatment. The reporter will include his or her name and address in the report.
- B. If the immediate report has been made orally, by telephone or otherwise, the oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assisting or investigating

maltreatment. The written report shall identify the child, any person believed to be responsible for the abuse or neglect of the child if the person is known, the nature and extent of the abuse or neglect and the name and address of the reporter.

- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred and may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, and the reckless making of a false report may result in discipline. The court may also award attorney's fees.

V. INVESTIGATION

- A. The responsibility for investigating reports of suspected neglect or physical or sexual abuse rests with the appropriate county, state, or local agency or agencies. The agency responsible for assessing or investigating reports of child maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged perpetrator, and any other person with knowledge of the abuse or neglect for the purpose of gathering the facts, assessing

safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of a school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.

- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property will be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- C. Except where the alleged perpetrator is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- D. Where the alleged perpetrator is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.
- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

Under certain circumstances, alleged physical or sexual abuse may also be sexual harassment or violence under Minnesota law. If so, the duties relating to the reporting and investigation of such harassment or violence may be applicable.

VIII. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall appear in school personnel handbooks.
- B. The school district will develop a method of discussing this policy with school personnel.
- C. This policy shall be reviewed at least annually for compliance with state law.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
Minn. Stat. § 260C.007, Subd. 6, Clause (5) (Child in Need of Protection)
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)
Minn. Stat. CH. 260D (Child in Voluntary Foster Care for Treatment)
Minn. Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)



A World-Class Community of Learners

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

Minn. Stat. § 609.379 (Reasonable Force)
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure to Controlled Substances)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References:

MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)

School Board Action:

Policy 8.206 Reporting of Child Abuse 1975
Revised 1980
Revised 1983
Revised as Policy 414 February 21, 2006
Revised March 20, 2007
Revised July 15, 2008
Revised July 19, 2011
Revised February 18, 2014
Revised May 17, 2016
Revised July 18, 2017
Revised March 17, 2020

415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected maltreatment of vulnerable adults.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to fully comply with Minn. Stat. § 626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.
- B. A violation of this policy occurs when any school personnel fails to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

III. DEFINITIONS

- A. “Mandated Reporters” means any school personnel who has reason to believe that a vulnerable adult is being or has been maltreated.
- B. “Maltreatment” means the neglect, abuse, or financial exploitation of a vulnerable adult.
- C. “Neglect” means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult’s physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct. Neglect also includes the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem

essential to obtain or maintain the vulnerable adult's health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 17.

- D. "Abuse" means: (a) An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction. (b) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another. Abuse does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 2.
- E. "Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.

- F. “Vulnerable Adult” means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under Minn. Stat. Ch. 245A, except as excluded under Minn. Stat. § 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or type of service received possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual’s ability to adequately provide the person’s own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual’s self from maltreatment.
- G. “Caregiver” means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.
- H. “School Personnel” means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.
- I. “Immediately” means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point responsible for receiving reports.
- B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.
- C. The reporter shall to the extent possible identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident, and any other information that the reporter believes might be helpful

in investigating the suspected abuse or neglect. A mandated reporter may disclose not public data as defined under Minn. Stat. § 13.02 to the extent necessary to comply with the above reporting requirements.

- D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting, or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.
- E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report is prohibited.
- F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

V. INVESTIGATION

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rests with the entity designated by the county for receiving reports.

VI. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall appear in school personnel handbooks where appropriate.
- B. The school district will develop a method of discussing this policy with employees where appropriate.
- C. This policy shall be reviewed at least annually for compliance with state law.

Legal References:

Minn. Stat. § 13.02 (Collection, Security, and Dissemination of Records; Definitions)

Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)

Minn. Stat. §§ 609.221-609.224 (Assault)
Minn. Stat. § 609.234 (Crimes Against the Person)
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Stat. § 626.5572 (Definitions)
In re Kleven, 736 N.W.2d 707 (Minn. App. 2007)

Cross References:

MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

School Board Action:

Adopted as Policy 415 on March 17, 2020

506P STUDENT CHEMICAL MISUSE PROCEDURE

I. Student Chemical Misuse Procedure

The School Board recognizes the serious problem in society with the use and/or misuse of chemicals. The purpose of this policy is to ensure that the school district intervenes in chemical misuse situations to protect the student's health and to support rehabilitation of the student.

It is the policy of the School Board that the school district shall strive to promote the academic, social, and physical well being of youth. School district staff will also take appropriate steps to protect the students' best interests while complying with state and federal laws dealing with chemical abuse. The health and education of the student shall be of greater concern than punishment for breaking the rules.

II. Primary Intervention Activities

The school will take the following primary intervention steps that will provide information to students and assist them in making responsible decisions regarding chemical use.

- A. Promote a caring school community, which has empathy, compassion, and communication extending between students, teachers, administrators, and parents.
- B. Promote an emotionally healthy classroom, which includes emphasis on the development of positive self-concept, coping skills, interpersonal relationships, values, decision-making, and assertiveness.
- C. Provide a health curriculum, which includes emphasis on decision-making for good health and the responsibility to care for self.
- D. Integrate prevention concepts and strategies into appropriate curriculum areas.
- E. Provide constructive activity opportunities for student self-development and creativity, which accommodates the individual student needs, interests and skill levels.
- F. Recognize the needs of students experiencing chemical use problems, as well as the family issues that may be involved.

- G. Plan and implement the responsible use of groups which provide students the opportunity to examine personal chemical use patterns and positive life style choices.
- H. Provide activities to help improve parent/student communications and family support of the student's efforts toward rehabilitation.
- I. Provide resources in strengthening skills and decisions for students and their families.
- J. Cooperate with local law enforcement personnel, health care providers and/or public agencies to improve school services and information options for students and parents.

III. Reports of Suspected Chemical Abuse

- A. A teacher or other staff person who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled substance while on the school premises or while involved in school-related activities, shall immediately notify the school principal, assistant principal, counselor, or nurse. If the student exhibits symptoms of intoxication or being under the influence of drugs, the staff person shall accompany the student directly to the health office or the principal's office. Other staff members shall be asked to assist as needed. The principal or designee shall confer with the student, notify the parents, and initiate school steps to assist the student. Police and/or medical emergency help may be called first if the principal or nurse determines this is merited. The parents shall be notified as soon as possible.
- B. Within 5-10 days, a school support team of appropriate staff members will be convened by the principal or designee to review the report(s) about the student and plan appropriate follow-up steps.

IV. Early Intervention and Referral

After the referral has been documented and reviewed, the team shall consider the following options:

- A. Parents will be called by the principal, assistant principal, or counselor, to inform them of the observed behavior.
- B. Parents and/or the student will be invited to meet with school staff and/or chemical abuse resource workers.
- C. Parents will be encouraged and advised to initiate an evaluation of chemical abuse or dependency at a chemical dependency treatment center. Staff will assist parents in finding and contacting agencies to conduct the evaluation and/or provide treatment and care.

- D. If parents or the student refuse the committee recommendation of evaluation or treatment, another form of intervention will be considered and implemented as needed to assist the student, in accordance with legal requirements. Referral to child protection will be considered, per legal guidelines and mandates.

If the student seeks help for a problem with chemical abuse, the above options will be considered.

V. School Support for Students in Care/After Care

- A. Members of the school support team will maintain communications with the treatment program staff and the student's parents. Steps will be initiated to coordinate and implement the student's education plan, and provide for alternate instruction, academic credit and other educational support activities as deemed appropriate.
- B. A support system will be planned for students returning to school after completion of a treatment program. Community resource options will be identified and shared with the parent/student. School support activities will be utilized to help the student transition back into the school community. School support groups and/or after care groups will be an option for the student.
- C. The school support team will evaluate the effectiveness of school programs for primary intervention, reporting, and support systems for students in treatment/after care. The support team will provide staff training in:
 - 1. Individual chemical use patterns and related problems.
 - 2. Strategies for prevention, intervention, treatment, and after care.
 - 3. Identification skills and reporting and education strategies.
 - 4. Legal requirements for school response and intervention steps.
 - 5. Monitoring and evaluating school climate and levels of student problems with chemicals.

VI. School/Community Coordination

- A. The Middle School and High School principals will periodically convene a joint staff/community advisory group to review student chemical use/abuse in general, the effectiveness of this policy and school procedures, and recommend changes and/or improvements to the Superintendent. The Superintendent will be responsible for making recommendations to the School Board.

- B. Each year, the school principal will establish a school support team that will provide student chemical abuse assessment and/or intervention. The team will include a teacher, administrator, counselor, nurse, and other appropriate staff. The team will be responsible for reviewing referrals, documenting student needs, and recommending intervention steps for students as may be needed. The team will seek the help of, and collaborate with, local law enforcement, other health providers and public agencies in the community. Legal requirements for sharing data and student records will be followed.

Created 3/17/2020
Reviewed 3/17/2020
Revised 3/17/2020

506 STUDENT DISCIPLINE

I. PURPOSE

The purpose of this policy is to ensure that all students are aware of and comply with school district expectations for student conduct. The School Board embraces the philosophy that compliance with established student behavior and disciplinary policies will enhance the school district's ability to maintain order and discipline as well as to ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

II. GENERAL STATEMENT OF POLICY

The School Board recognizes that individual responsibility and mutual respect are essential components of the educational process. The School Board establishes that the nurturance of each student's growth and maturation are of primary importance and closely linked with the necessary balance between authority and self-discipline, as the student progresses from a child's dependence on authority to the more mature behavior of self-control.

The School Board further establishes that all students are entitled to learn and develop in a setting which promotes respect of self, others and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56.

In view of the foregoing and in accordance with Minn. Stat. § 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

III. DEFINITIONS

- A. “Alternative educational services” may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessment, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center.
- B. “Dismissal” means the denial of the current educational program to any pupil, including exclusion, expulsion, and suspension. It does not include removal from class.
- C. “Exclusion” means an action taken by the School Board to prevent enrollment or reenrollment of a pupil for a period that shall not extend beyond the school year.
- D. “Expulsion” means a School Board action to prohibit an enrolled pupil from further attendance for up to 12 months from the date the pupil is expelled.
- E. “Parent” means (a) one of the pupil’s parents, (b) in the case of divorce or legal separation, the parent or parents with physical custody of the pupil, including a noncustodial parent with legal custody who has provided the district with a current address and telephone number, or (c) a legally appointed guardian. In the case of a pupil with a disability under the age of 18, parent may include a district-appointed surrogate parent.
- F. “Pupil” means any student: (a) without a disability under 21 years of age; or (b) with a disability until September 1 after the child with a disability becomes 22 years of age; (c) and who remains eligible to attend a public elementary or secondary school.
- G. “Removal from class” means any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class of activity period for a period of time.

- H. “Suspension” means an action by the school administration, under rules promulgated by the School Board, prohibiting a pupil from attending school for a period of no more than ten school days.

IV. AREAS OF RESPONSIBILITY

- A. School Board. The School Board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy; hold all school personnel, students and parents responsible for conforming to this policy; and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents.
- C. Principal. The school principal will have the responsibility and authority to formulate building rules and regulations necessary to enforce this policy. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- D. Teachers. All teachers will be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the school administration. All teachers shall enforce the code of student conduct. In exercising the teacher’s lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another.

- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.
- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the code of student conduct and this policy.
- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

V. STUDENT RIGHTS AND RESPONSIBILITIES

- A. All students have the right to an education and the right to learn.
- B. All students have the following responsibilities:
 - 1. For their behavior and for knowing and obeying all school rules, regulations, policies and procedures;
 - 2. To attend school daily, except when excused, and to be on time to all classes and other school functions;
 - 3. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;
 - 4. To make necessary arrangements for making up work when absent from school;
 - 5. To assist the school staff in maintaining a safe school for all students;
 - 6. To be aware of all school rules, regulations, policies and procedures, including those in this policy, and to conduct themselves in accordance with them;
 - 7. To assume that until a rule or policy is specifically waived, altered or repealed, it is in full force and effect;
 - 8. To be aware of and comply with federal, state and local laws;

9. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
10. To respect and maintain the school's property and the property of others;
11. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;
12. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
13. To conduct themselves in an appropriate physical or verbal manner;
14. To recognize and respect the rights of others.

VI. CODE OF STUDENT CONDUCT

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;

2. The use of profanity or obscene language, or the possession of obscene materials;
3. Gambling, including, but not limited to, playing a game of chance for stakes;
4. Hazing;
5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
6. Opposition to authority using physical force or violence;
7. Using, possessing or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;
8. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs or other controlled substances (except as prescribed by a physician), or look-alike substances, (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student.
10. Using, possessing or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
11. Using, possessing or distributing weapons, or look-alike weapons or other dangerous objects;
12. Violation of the school district weapons policy;
13. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;

14. Possession, use or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
15. Possession, use or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
16. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
17. Violation of any local, state or federal law as appropriate;
18. Acts disruptive of the educational process, including, but not limited to, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
19. Violation of the school district's Internet Acceptable Use Policy;
20. Possession of nuisance devices or objects which cause distractions and may facilitate cheating including, but not limited to laser pointers, pagers, radios and phones, including picture phones.
21. Violation of school bus or transportation rules or the district's bus safety policy;
22. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
23. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
24. Possession or distribution of slanderous, libelous or pornographic materials;
25. Violation of the district's Bullying Prohibition Policy;
26. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing

which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;

27. Criminal activity;
28. Falsification of any records, documents, notes or signatures;
29. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means.
30. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism or collusion, including the use of picture phones or other technology to accomplish this end;
31. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;
32. Sexual abuse and/or harassment;
33. Violation of the school district's Violence Prevention Policy;
34. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
35. Committing an act which inflicts bodily harm upon another person, even though accidental or a result of poor judgment;
36. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
37. Verbal assaults, or verbally abusive behavior, including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written that are discriminatory, abusive, obscene, threatening, intimidating degrading to other people, or threatening to school property;

38. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
39. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin or sexual orientation;
40. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
41. Insubordination to teachers or other school district personnel;
42. Violation of school rules, regulations, policies or procedures;
43. Other acts, as determined by the school principal, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

VII. DISCIPLINARY ACTIONS

The general policy of the school district is to utilize progressive discipline, to the extent reasonable and appropriate, based upon the specific circumstances and seriousness of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the teachers and administrators, or designee, who are responsible to enforce this policy. At a minimum, violation of school district rules, regulations, policies or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district administration.

Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with teacher, principal, counselor or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated

by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.

- C. Parent contact;
- D. Parent conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. Petition County Court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Expulsion under the Pupil Fair Dismissal Act;
- S. Exclusion under the Pupil Fair Dismissal Act;
- T. Other disciplinary action as deemed appropriate by the school district.

VIII. REMOVAL OF STUDENTS FROM CLASS

- A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

- B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

- C. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or

activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy. Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

D. Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
2. Willful conduct that endangers school district employees, surrounding persons, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the code of student conduct in this policy; or
4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

E. If a student is removed from class more than 10 times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and made reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

F. Teacher Procedures for Removal of a Student from a Class. Teachers are required to follow the legal procedures prescribed in law if and when they exercise their authority to remove a student from class. Those procedures will be specified by the school principal in writing and available to teachers who select to exercise this authority. The school procedures for teachers will include the following:

1. Specify procedures to be followed by a teacher, administrator or other school district employee to remove a student from a class;
2. Specify required approvals necessary;

3. Specify paperwork and reporting procedures.
4. Designation of where student is to go when removed;
5. Designation of how student is to get to designated destination;
6. Whether student must be accompanied;
7. Statement of what student is to do when and while removed;
8. Designation of who has control over and responsibility for student after removal from class.

G. Teacher Procedures for Return of a Student to the Class after Removal.

The school procedures for the teacher will include the following:

1. Specification of procedures;
2. Actions or approvals required such as notes, conferences, readmission plans.

H. Teacher Procedures for Notification.

1. Specify procedures for notifying students and parents/guardians of violations of the rules of conduct and resulting disciplinary action;
2. Actions or approvals required, such as notes, conferences, readmission plans.

I. Teacher Procedures for Disabled students; special provisions.

1. Procedures for consideration of whether there is a need for further assessment;
2. Procedures for consideration of whether there is a need for a review of the adequacy of the current Individualized Education Program (IEP) of a disabled student who is removed from class or disciplined; and
3. Any procedures determined appropriate for referring students in need of special education services to those services.

J. Teacher Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.

1. Establishment of a chemical abuse preassessment team pursuant to Minnesota state statute.
2. Establishment of teacher reporting procedures to the chemical abuse preassessment team pursuant to Minnesota state statute.

K. Teacher Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct.

IX. DISMISSAL

- A. Dismissal involves the denial of the current educational program to any student, including suspension, exclusion, and expulsion. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to provide alternative educational services before dismissal proceedings, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

- B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to exclusion and/or expulsion from school. A student may be dismissed from school on any of the following grounds:
1. Willful violation of any reasonable School Board regulation, including those found in this policy;
 2. Willful conduct that materially and substantially disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
 3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.
- C. Suspension procedures.
1. "Suspension" means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided,

however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.

2. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the pupil's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.
3. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission and may not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.
4. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum ,although in

another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.

5. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota state statute selected to allow the pupil to progress toward meeting graduation standards under Minnesota state statute 2, although in a different setting.
6. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
7. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:
 - a. strongly encourage a parent or guardian of the student to attend school with the student for one day;
 - b. petition the juvenile court that the student is in need of services under Minn. Stat. Ch. 260C.
8. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act shall be personally served upon the student at or before the time the suspension is to take effect, and upon

the student's parent or guardian by mail within forty-eight (48) hours of the conference.

9. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
10. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
11. Notwithstanding the foregoing provisions, the student may be suspended pending the School Board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) days.

D. Expulsion and Exclusion Procedures.

1. "Expulsion" means a School Board action to prohibit an enrolled student from further attendance for up to 12 months from the date the student is expelled. The authority to expel rests with the School Board.
2. "Exclusion" means an action taken by the School Board to prevent enrollment or reenrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the School Board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act; describe alternative educational services accorded the student in an attempt to avoid the expulsion proceedings; and inform the

student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department Education.

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent or guardian and shall be closed, unless the student, parent or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education. The School Board may appoint an attorney to represent the school district in any proceeding.
10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to the student's records and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including records upon which the proposed dismissal action may be based.

13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the School Board and served upon the parties within two (2) days after the close of the hearing.
17. The School Board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The School Board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the School Board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Minnesota Department of Education of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the School Board may appeal the decision to the Commissioner within 21 calendar days of School Board action pursuant to Minnesota state statute. The decision of the School Board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report

must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.

21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

X. ADMISSION OR READMISSION PLAN

A school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior, including completing a character education program consistent with Minnesota state statute, and require parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XI. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other Minnesota state statute. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each physical assault of a school district employee by a student within thirty (30) days of the assault. This report must include a statement of the alternative educational services or other sanction, intervention, or resolution given to the student in response to the assault and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the student's age, grade, gender, race and special education status.

XII. STUDENT DISCIPLINE RECORDS

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act and Minnesota state statutes.

XIII. DISABLED STUDENTS

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

XIV. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program or Enrollment in Nonresident District under Minnesota state statutes at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XV. DISTRIBUTION OF POLICY

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and

to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

XVI. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the School Board, which shall conduct an annual review of this policy.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations for Minnesota Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.27 (School and Community Advisory Team)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.582 (Reasonable Force)
Minn. Stat. §§ 121A.60-121A.61 (Removal From Class)
Minn. Stat. § 122A.42 (General Control of Schools) Minn. Stat. § 123A.05 (Area Learning Center Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (Enrollment in Nonresident District)
Minn. Stat. Ch.125A (Students With Disabilities)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.22 (Medical Cannabis; Limitations)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Court Act)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e) (1) (Manifestation Determination)

Cross References:

MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)

MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
MSBA/MASA Model Policy 610 (Field Trips)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

School Board Action:

Revised as Policy 8.301
Revised as Policy 506 June 18, 2002
Revised July 15, 2008
Revised September 21, 2010
Revised February 18, 2014
Revised June 21, 2016
Revised September 20, 2016
Revised December 18, 2018
Revised March 17, 2020

522 Student Sex Nondiscrimination

I. Purpose

Students are protected from discrimination on the basis of sex pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. The purpose of this policy is to comply with legal provisions for schools and to provide for equal educational opportunities for all students as well as to prohibit discrimination on the basis of sex.

II. General Statement of Policy

- A. It shall be the policy of the school district to provide equal educational opportunities for all students. The school district shall not unlawfully discriminate on the basis of sex. No student will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any educational program or activity operated by the school district on the basis of sex.
- B. It is the responsibility of every school district employee to comply with this policy.
- C. The school district shall conspicuously post a non-discrimination poster in each building with the name of the review officer and the Title IX district human rights officer, including mailing addresses and telephone numbers. The posting shall state that the review officer is the building principal; and the Title IX district human rights officer is the director of human resources. The posting will also state that an inquiry or complaint should be referred to the above personnel.
- D. This policy shall be made available by the building principal to all students, staff members, employee unions and school organizations. The school district shall periodically review this policy and the school district's operation for compliance with state and federal laws prohibiting discrimination.
- E. The school district shall periodically review this policy and the school district's operation for compliance with state and federal laws prohibiting discrimination.

III. Reporting Procedures

- A. Any student who believes he or she has been the victim of unlawful sex discrimination by a teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute unlawful sex discrimination toward a student should report the alleged acts immediately to an appropriate school district official designated by this policy or may file a grievance. The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports

shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting unlawful sex discrimination toward a student directly to a school district human rights officer or to the superintendent.

- B. In Each School Building, the building principal is the person responsible for receiving oral or written reports or grievances of unlawful sex discrimination toward a student at the building level. Any adult school district personnel who receives a report of unlawful sex discrimination toward a student shall inform the building principal immediately.
- C. Upon receipt of a report or grievance, the principal must notify the district human rights officer immediately, without screening or investigating the report. The principal may request, but may not insist upon a written complaint. A written statement of the facts alleged will be forwarded as soon as practical by the principal to the human rights officer. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any report or complaint of unlawful sex discrimination toward a student as provided herein may result in disciplinary action against the principal.
- D. The school board hereby designates S. Ike Isaacson Title IX Coordinator, 6000 West Moore Lake Drive, Fridley, MN 55432, 763-502-5013, ike.isaacson@fridley.k12.mn.us as the school district human rights officer to receive reports, complaints or grievances of unlawful sex discrimination toward a student. If the complaint involves a human rights officer, the complaint shall be filed directly with the Superintendent.
- E. The school district shall conspicuously post the names of the Title IX coordinator and human rights officer(s), including office addresses and telephone numbers and work e-mail addresses.
- F. Submission of a good faith complaint, grievance, or report of unlawful sex discrimination toward a student will not affect the complainant or reporter's future employment, grades, or work assignments.
- G. Use of formal reporting forms is not mandatory.
- H. The school district will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

IV. Investigation

- A. By authority of the school district, the human rights officer, upon receipt of a report, complaint or grievance alleging unlawful sex discrimination toward a student shall

promptly undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.

- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged unlawful sex discrimination toward a student. The school district will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.
- E. The investigation will be completed as soon as practical. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the School Board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

V. School District Action

Upon conclusion of the investigation and receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and school district policies.

The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

VI. Reprisals or Retaliation

The school district will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful sex discrimination toward a student or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such unlawful sex discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

VII. Right to Alternative Complaint Procedures

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action or seeking redress under state criminal statutes and/or federal law.

VIII. DISSEMINATION OF POLICY AND EVALUATION

- A. This policy shall be made available to all students, parents/guardians of students, staff members, employee unions, and organizations.
- B. The school district shall review this policy and the school district's operation for compliance with state and federal laws prohibiting discrimination on a continuous basis.

Legal References:

Minn. Stat. Ch. 127.46 (Sexual, Religious & Racial Harassment and Violence)
Minn. Stat. Ch. 363 (Minnesota Human Rights Act)
20 U.S.C. 1681-1688 (Title IX of the Education Amendments of 1972)
34 C.F.R. Part 106 (Implementing regulations of Title IX)

School Board Action:

Adopted as Policy 8.102 and 8.103
Revised as Policy 522 June 18, 2002
Revised January 15, 2019
Revised March 17, 2020

Fridley School District Sex Discrimination Report Form

Fridley Independent School District 14 maintains a firm policy prohibiting all forms of sex discrimination. Fridley School District does not discriminate against any individual on the basis of race, color, creed, national origin, sex, marital status, status with regard to public assistance, sexual orientation, age, family status, veteran status or disability in school employment, programs or activities. All persons are to be treated with respect and dignity. Sex discrimination will not be tolerated.

Complainant _____

Work Address _____

Home Phone _____ Work Phone _____

Date of Alleged Incident(s) _____

Name of person you believe unlawfully discriminated toward you or a student on the basis of sex

If the alleged unlawful sex discrimination was toward another person, identify that person

Describe the incident(s) as clearly as possible, including such things as: what force, if any, was used; any verbal statements (i.e., threats, requests, demands, etc.); what, if any, physical contact was involved, etc.

(Attach additional pages if necessary.) _____

Where and when did the incident(s) occur? _____

List any witnesses who were present _____

This complaint is filed based on my honest belief that _____
has harassed or has been violent to me or to another person. I hereby certify that the information I have provided in this complaint is true, correct and complete to the best of my knowledge and belief.

Date

Complainant Signature

Date

Received by



A World-Class Community of Learners

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

Return to your school principal or contact person.
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Second Reading

School District 14
Fridley School Board
April 21, 2020

Resolution on Meeting Protocols During COVID-19

In lieu of making a special posting for teleconference for each regular meeting during the health pandemic, a school board can take action to convert all future meetings to a teleconference format.

WHEREAS, local, state and federal governments have declared public health emergencies in response to the novel coronavirus, known as COVID-19, which has placed limitations on our society for an extended period, including public gatherings; and

WHEREAS, MN Statute 13D.021 specifies the conditions for meetings during health pandemics, and includes provisions for electronic meetings; and

SO, THEREFORE, BE IT RESOLVED that the School Board of School District 14 will, in accordance with Minnesota statutes and Fridley Policies, meet using electronic means when necessary to ensure the health and safety of our employees and the public and until further notice.

Signed by:

Mary Kay Delvo
School Board Chair

Date

Carol Thornton
School Board Clerk

Date

Minutes
School Board Business Meeting
Fridley Independent School District 14
February 18, 2020

Call to Order

Mary Kay Delvo called the Business Meeting of the Fridley School Board to order at 7:30 p.m. on Tuesday, February 18, 2020 in the Fridley Community Center. Present: Abdisalam Adam, Mary Kay Delvo, Jake Karnopp, Donna Prewedo, Avonna Starck, and Carol Thornton. Absent: None.

Approval of Agenda

Motion by Prewedo, seconded by Thornton, to approve the agenda for February 18, 2020. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 6-0.

Spotlight on Recognition

1. Superintendent Hiel introduced the Employee of the Month for February as Blake Cook, Paraprofessional at Fridley Middle School.
2. Board Chair Delvo read a proclamation from Governor Walz in honor of recognizing the work of Paraprofessionals.

Superintendent and Staff Reports

1. The Fridley Middle School gave a presentation on highlights within academics and activities and had a student from the sixth grade inventors fair and a student from the eighth grade history day fair present their projects to the School Board.
2. Superintendent Hiel introduced the Fridley Schools Foundation video for 2020.
3. Finance and Operations Director, Brady Hoffman, presented on the revised budget for 2019-2020

Business Action Items

1. RESOLUTION School Board Recognition Week

WHEREAS, Fridley School District 14 recognizes the importance of public education in our community; and

WHEREAS, Fridley School District 14 appreciates the vital role played by those individuals who, as local School Board members, establish policies to ensure an efficient, effective school system; and

WHEREAS, School Board members serve as a voice that enables our community to preserve local management and control of our public schools; and

WHEREAS, School Board members are charged with representing our local education interests to state and federal government and ensuring compliance with state and federal law; and

WHEREAS, School Board members selflessly devote their knowledge, time and talents as advocates for our schoolchildren;

WHEREAS, local School Board members are strong advocates for public education and responsible for communicating the needs of the school district to the public and the public's expectations to the district;

NOW THEREFORE, BE IT RESOLVED, that Fridley School District 14 recognizes and salutes the members of the Fridley School District 14 School Board by proclaiming February 17-21, 2020, as School Board Recognition Week.

2. RESOLUTION Accepting Gifts

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

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

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

- The following persons donated to **Hayes Elementary School** for a total of \$148.60:
 - o Anonymous
 - o Deanna Roth
 - o Eurofins Sensory Consumer
- The following persons donated to **Fridley Middle School** for a total of \$70.00:
 - o Stephanie Sharpe-Kycia
 - o Wendy Xiong
- The following persons donated to **Fridley High School** for a total of \$590.00:
 - o Allison Hoff
 - o Stephanie Sharpe-Kycia
 - o Patrick McCoy

Motion by Starck, seconded by Adam, to accept the gifts and thank the donors for their contributions. Upon roll being called, Adam, Delvo, Karnopp, Prewedo, Starck, and Thornton voted in favor, none against, none abstained. Motion carried 6-0.

3. Motion: Revised Budget 2019-2020

Motion by Prewedo, seconded by Thornton to approve the revised budget for 2019-2020. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 6-0.

4. Motion: Approval of the 2019-2021 Fridley Education Association (FEA) Agreement and Memorandums of Agreement (MOA's)

Motion by Karnopp, seconded by Starck to approve the 2019-2021 Fridley Education Association (FEA) Agreement and Memorandums of Agreement. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 6-0.

5. Motion: Second Reading and Adoption of Policies

- Policy 619 Staff Development
- Policy 902 Use of School District Facilities and Equipment
- Policy 903 Visitors to Schools and School Sponsored Events
- Policy 904 Distribution of Materials on School District Property by Nonschool Persons

- Policy 905 Advertising

Motion by Prewedo, seconded by Thornton, to accept the Second Reading and Adoption of Policies 619, 902, 903, 904 and 905. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 6-0.

Consent Agenda Routine Action Items

Motion by Adam, seconded by Starck to approve the consent agenda of routine action items including minutes of the regular School Board meeting and work session held on January 21, 2020; Monthly Financial Reports; New Contracts, Amendments, Leaves of Absence, Terminations, Resignations and Retirements; the Indian Education Parent Committee Resolution; and MDE User Access Recertification for Lori Andler and Dr. Kim Hiel as Identified Official with Authority. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 6-0.

Written Information

1. First Reading of Policies
 - a. Policy 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse
 - b. Policy 415 Mandated Reporting of Maltreatment of Vulnerable Adults
 - c. Procedure 506P Student Chemical Misuse Procedure
 - d. Policy 506 Student Discipline
 - e. Policy 522 Student Sex NonDiscrimination

Reports from School Board Members

1. Superintendent Hiel reported on the Schools for Equity in Education Meeting held on January 24, 2020. A speaker presented on the importance of teaching student how to read and using vocabulary and conversations. Secondary teachers should also receive training on this.
2. Mary Kay Delvo reported on the NE Metro 916 meeting held on February 5, 2020. Fridley has 33 students of 568 at Metro 916. There are 14 districts that are a part of this with St. Francis planning to leave at the end of 2021. The new Cambia Hills hospital providing in-patient mental health services is opening in March and Metro 916 will provide the teachers
3. Avonna Starck reported on the AMSD Meeting held on February 7, 2020. The 2020 Legislative preview was presented. Superintendents spoke on the growing need for mental health in schools and there was a legislative panel present for a Q&A session.
4. Tigers United Member, Coco Nolen spoke on the activities going on at FHS. Planning a plan of action to expand Mental Health. Discussing the roles of Culture Night is being planned, Snow week was held last week with theme days and fun lunch, MHS is running a shoe drive until 2/28. Drop shoes off at FHS. AASU visited North Hennepin Community College for Black History Month.

Adjournment

Motion by Starck, seconded by Prewedo, to adjourn at 8:34 p.m. Upon vote being taken, all voted in favor, none voted against, none abstained. Motion carried 6-0.

Mary Kay Delvo, Board Chair

Carol Thornton, Board Clerk

Minutes
School Board Work Session
Fridley Independent School District 14
February 18, 2020

Call to Order

The Work Session of the Fridley School Board was called to order by School Board Chair Delvo at 5:30 PM on Tuesday, February 18, 2020, at the Fridley Community Center. 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 619 Staff Development
 - b. Policy 902 Use of School District Facilities and Equipment
 - c. Policy 903 Visitors to Schools and School Sponsored Events
 - d. Policy 904 Distribution of Materials on School District Property by Nonschool Persons
 - e. Policy 905 Advertising
 - 2. First Readings
 - a. Policy 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse
 - b. Policy 415 Mandated Reporting of Maltreatment of Vulnerable Adults
 - c. Procedure 506P Student Chemical Misuse Procedure
 - d. Policy 506 Student Discipline
 - e. Policy 522 Student Sex NonDiscrimination
- 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. 2019-2021 Fridley Education Agreement and MOA's
 - 2. Finance and Operations Update
 - a. Revised Budget 2019-2020
 - 3. Indian Education Parent Committee Resolution
 - 4. MDE User Access Recertification for Lori Andler and Dr. Kim Hiel as Identified Official with Authority
 - 5. Partnership Updates
 - a. SEE
 - b. Metro 916
 - c. AMSD
 - d. Tigers United
- D. Board Governance Policy
 - 1. School Board Organization and Committees for 2020
- E. Superintendent Relations
 - 1. School Board Onboarding Meeting March 4, 2020
 - 2. Dr. Hiel's Mid-Year Goal Review – February 26, 2020
- F. Public Engagement
 - 1. Fridley City Council Collaboration
- G. Informational Items

1. Exclusion Letter
 2. Student Enrollment
 3. Fridley Schools Foundation Scholarship Request
- H. Public Forum
- Adjourned at 7:25 p.m.

Mary Kay Delvo, Board Chair

Carol Thornton, Board Clerk

Minutes
School Board Work Session
Fridley Independent School District 14
April 2, 2020

Call to Order

The Work Session of the Fridley School Board was called to order by School Board Chair Delvo at 5:30 PM on Thursday, April 2, 2020, at the Fridley Community Center. 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. Call to Order
- B. Oversight of Operations
 - 1. COVID-19 Update
 - a. Communications
 - 1) Website and Social Media
 - 2) Video/Channel 14 Cable News
 - 3) Publications
 - b. Community Education
 - c. Finance and Operations
 - 1) Business Office
 - 2) Facilities
 - 3) Food Service
 - 4) Transportation
 - 5) Budget Update
 - 6) Community Ed – Potential General Fund Transfer
 - d. Human Resources
 - e. Special Services
 - f. Teaching & Learning
 - g. Device Distribution – Monday, April 6

Adjourned at 6:45 p.m.

Mary Kay Delvo, Board Chair

Carol Thornton, Board Clerk

**INDEPENDENT SCHOOL DISTRICT NO. 14
FRIDLEY, MINNESOTA
TREASURER'S REPORT
MONTH ENDING 02/29/20**

Fund	Balance 1/31/20	Receipts	Payroll Disbursements	A/P Disbursements	Journal Entry Transfers	Balance 2/29/20
General (01)	\$ 31,571,468.53	\$ 7,318,380.27	\$ 1,179,847.90	\$ 5,656,896.54	\$ (449,493.36)	\$ 31,603,611.00
Food Service (02)	449,969.29	188,218.21	33,757.91	111,769.45	(14,486.30)	478,173.84
Transportation (03)	(31,258,875.40)	-	7,170.71	388,759.23	(3,043.83)	(31,657,849.17)
Comm. Service (04)	817,681.09	122,351.34	96,418.28	115,678.88	(35,279.84)	692,655.43
Operating Capital (05)	328,317.29	-	-	27,798.95	679.95	301,198.29
Construction (06)	444,101.97	-	-	-	-	444,101.97
Debt Service (07)	403,885.74	(37,585.72)	-	-	-	366,300.02
Performance Contract (16)	(3,490,674.69)	-	-	-	-	(3,490,674.69)
Custodial Fund for Student Activities (18)	80.00	6.00	-	-	-	86.00
Activity Fund (19)	148,597.80	33,367.22	440.83	19,548.17	-	161,976.02
Dental Self Insurance (20)	214,083.45	-	-	24,901.46	26,082.08	215,264.07
Medical Self Insurance (21)	4,855,483.86	-	-	396,575.67	475,541.30	4,934,449.49
OPEB Trust Fund (25)	302,057.88	336,266.73	-	2,561.64	-	635,762.97
OPEB Debt Service (47)	135,827.55	-	-	-	-	135,827.55
Student Activities Under Board Control (51)	84,292.46	3,162.00	-	10,985.84	-	76,468.62
Total	\$ 5,006,296.82	\$ 7,964,166.05	\$ 1,317,635.63	\$ 6,755,475.83	\$ 0.00	\$ 4,897,351.41

Bank	Balance Per Bank Statement	Outstanding Checks	Outstanding Deposits	Balance per Treasurer's Books
MN Trust - OPEB	\$ 643,181.75	\$ -	\$ -	\$ 643,181.75
MN Trust - Operating	5,110,155.90	856,287.24	301.00	4,254,169.66
Total	\$ 5,753,337.65	\$ 856,287.24	\$ 301.00	\$ 4,897,351.41

92

Difference \$ 0.00

Schedule of Investments							
As of 2/29/20							
Investment	Broker	Type	Purchased	Maturity	Market Value	Par	Yield
MN Trust Term Series	PMA - OPP	TS	02/25/20	03/25/20	\$ 4,000,000.00	\$ 4,004,957.81	1.56%
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%
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%
Sun Prairie SD-RF-BAB	PMA - OPEB	SEC	11/01/18	03/01/20	120,000.00	120,000.00	2.70%
CFG Community 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 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	205,338.00	200,000.00	2.94%
Prime Alliance Bank	PMA - OPEB	CD	12/19/17	12/21/20	235,600.00	249,133.39	1.91%
Mediapolis Savings Bank	PMA - OPEB	CD	12/19/17	12/21/20	235,600.00	249,140.59	1.91%
First Internet Bank of Indiana	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	101,741.00	100,000.00	1.61%
CIBC Bank USA/Private Bank - MI	PMA - OPEB	CD	12/18/19	12/17/21	242,500.00	249,792.51	1.50%
Luana Savings Bank	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	232,427.80	220,000.00	1.60%
Oklahoma City - TXBL	PMA - OPEB	SEC	01/07/20	03/01/24	221,344.00	200,000.00	1.70%
Totals					\$ 11,865,650.80	\$ 12,063,277.05	

Fund	Balance 2/29/20	Receipts	Payroll Disbursements	A/P Disbursements	Journal Entry Transfers	Balance 3/31/20
General (01)	\$ 31,603,611.00	\$ 8,096,600.53	\$ 1,390,585.95	\$ 5,440,501.93	\$ (448,323.74)	\$ 32,420,799.91
Food Service (02)	478,173.84	402,593.89	34,603.57	108,538.36	(15,177.47)	722,448.33
Transportation (03)	(31,657,849.17)	866,753.05	7,207.62	356,187.11	(2,751.36)	(31,157,242.21)
Comm. Service (04)	692,655.43	174,663.93	93,894.07	82,022.63	(35,782.53)	655,620.13
Operating Capital (05)	301,198.29	-	-	21,416.64	-	279,781.65
Construction (06)	444,101.97	-	-	-	-	444,101.97
Debt Service (07)	366,300.02	10,134.19	-	-	-	376,434.21
Performance Contract (16)	(3,490,674.69)	-	-	-	-	(3,490,674.69)
Custodial Fund for Student Activities (18)	86.00	-	-	-	-	86.00
Activity Fund (19)	161,976.02	6,459.08	533.52	13,747.10	90.00	154,244.48
Dental Self Insurance (20)	215,264.07	456.32	-	25,701.95	26,357.57	216,376.01
Medical Self Insurance (21)	4,934,449.49	3,299.30	-	639,089.59	475,587.53	4,774,246.73
OPEB Trust Fund (25)	635,762.97	145,022.46	-	2,676.46	-	778,108.97
OPEB Debt Service (47)	135,827.55	1,360.12	-	-	-	137,187.67
Student Activities Under Board Control (51)	76,468.62	5,967.83	-	22,139.49	-	60,296.96
Total	\$ 4,897,351.41	\$ 9,713,310.70	\$ 1,526,824.73	\$ 6,712,021.26	\$ 0.00	\$ 6,371,816.12

	94	
Difference	\$	0.00

Schedule of Investments							
As of 3/31/20							
Investment	Broker	Type	Purchased	Maturity	Market Value	Par	Yield
MN Trust Term Series	PMA - OPP	TS	03/25/20	04/24/20	\$ 4,000,000.00	\$ 4,002,630.14	0.80%
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%
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%
CFG Community Bank Certificate of Deposit	PMA - OPEB	CD	10/18/17	10/16/20	236,900.00	249,272.64	1.74%
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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	205,016.00	200,000.00	2.94%
Prime Alliance Bank	PMA - OPEB	CD	12/19/17	12/21/20	235,600.00	249,133.39	1.91%
Mediapolis Savings Bank	PMA - OPEB	CD	12/19/17	12/21/20	235,600.00	249,140.59	1.91%
First Internet Bank of Indiana	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	101,515.00	100,000.00	1.61%
CIBC Bank USA/Private Bank - MI	PMA - OPEB	CD	12/18/19	12/17/21	242,500.00	249,792.51	1.50%
Luana Savings Bank	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	231,585.20	220,000.00	1.60%
Oklahoma City - TXBL	PMA - OPEB	SEC	01/07/20	03/01/24	219,574.00	200,000.00	1.70%
Totals					\$ 11,742,490.20	\$ 11,940,949.38	

Letter of Agreement

Between

Clerical, Media Clerks, Health Assistants, and Technology Assistants
(School Service Employees Union, Local 284) and
Fridley School District #14

This letter of agreement is in regards to employee medical for the 2020-2021 school year only, and applies to full time employees in Fridley School District #14 who are both employed by the school district and qualify for full medical insurance.

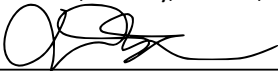
Married employees who qualify for full medical coverage have the option to change their selected plan from a combined employee plus one and single coverage, or from a combined family and single coverage, or from separate single coverage, to family or employee plus one coverage at the same level. In doing so, the husband and wife shall be "held harmless" in their own premium expenses by switching. In other words, the combined husband and wife contributions for family (at the same level) coverage shall not exceed the previous employee premium expenses for separate policies as outlined above, if the plan design choice is the same. (In other words, this applies if one moves from two policies of the same to a single family policy of the same.)

Because multiple medical insurance plans exist, with employees opting for various options, and to ensure employees will not incur additional premium costs, "held harmless shall be defined as follows: the married couples who choose to convert their coverage at the same level shall have their premiums reduced by \$100 per month, or up to \$1,200 annually for medical coverage. Those already on a family plan (who have waived single coverage) shall have their out of pocket premium costs reduced by \$1,200 annually for medical insurance.

When each married employee is at the same medical plan level, and the couple converts to a family plan at that same medical level, they shall pay the same premium for family medical coverage that they paid with the two individual plans, minus \$1,200 annually for medical.

It is understood that employees may stay with their original plans at their respective rates. The option of switching to one family plan in lieu of separate plans is available to District #14 married couples for the 2020-21 school year, and in no way is required or expected by the School District or Clerical, Library, Health, and Computer Assistants (School Service Employees Union, Local 284). This agreement shall be for the 2020-21 year only, and does not set precedence for future contract years. Employees who qualify and opt to take this option are responsible for ensuring necessary paperwork is filed with the Human Resource Department.

Clerical, Library, Health, and Computer Assistants (School Service Employees Union, Local 284) Representative



Matt Plummer
SEIU Local 284

4/16/2020

Date

Jeanette Grant
Union Stewart

Date

Fridley School District #14 Representatives

School Board Chair

Date

School Board Clerk

Date

Letter of Agreement

Between
Custodians or Custodian Engineers and
Fridley School District #14

This letter of agreement is in regards to employee medical for the 2020-2021 school year only, and applies to full time employees in Fridley School District #14 who are both employed by the school district and qualify for full medical insurance.

Married employees who qualify for full medical coverage have the option to change their selected plan from a combined employee plus one and single coverage, or from a combined family and single coverage, or from separate single coverage, to family or employee plus one coverage at the same level. In doing so, the husband and wife shall be "held harmless" in their own premium expenses by switching. In other words, the combined husband and wife contributions for family (at the same level) coverage shall not exceed the previous employee premium expenses for separate policies as outlined above, if the plan design choice is the same. (In other words, this applies if one moves from two policies of the same to a single family policy of the same.)

Because multiple medical insurance plans exist, with employees opting for various options, and to ensure employees will not incur additional premium costs, "held harmless shall be defined as follows: the married couples who choose to convert their coverage at the same level shall have their premiums reduced by \$100 per month, or up to \$1,200 annually for medical coverage. Those already on a family plan (who have waived single coverage) shall have their out of pocket premium costs reduced by \$1,200 annually for medical insurance.

When each married employee is at the same medical plan level, and the couple converts to a family plan at that same medical level, they shall pay the same premium for family medical coverage that they paid with the two individual plans, minus \$1,200 annually for medical.

It is understood that employees may stay with their original plans at their respective rates. The option of switching to one family plan in lieu of separate plans is available to District #14 married couples for the 2020-2021 school year, and in no way is required or expected by the School District or Custodians or Custodian Engineers. This agreement shall be for the 2020-2021 year only, and does not set precedence for future contract years. Employees who qualify and opt to take this option are responsible for ensuring necessary paperwork is filed with the Human Resource Department.

Custodians or Custodian Engineers Representative

Lance Koller

4-16-20
Date

Fridley School District #14 Representatives

School Board Chair

Date

School Board Clerk

Date

Letter of Agreement
Between
Fridley Education Association and
Fridley School District #14

This letter of agreement is in regards to employee medical for the 2020-2021 school year only, and applies to full time employees in Fridley School District #14 who are both employed by the school district and qualify for full medical insurance.

Married employees who qualify for full medical coverage have the option to change their selected plan from a combined employee plus one and single coverage, or from a combined family and single coverage, or from separate single coverage, to family or employee plus one coverage at the same level. In doing so, the husband and wife shall be "held harmless" in their own premium expenses by switching. In other words, the combined husband and wife contributions for family (at the same level) coverage shall not exceed the previous employee premium expenses for separate policies as outlined above, if the plan design choice is the same. (In other words, this applies if one moves from two policies of the same to a single family policy of the same.)

Because multiple medical insurance plans exist, with employees opting for various options, and to ensure employees will not incur additional premium costs, "held harmless shall be defined as follows: the married couples who choose to convert their coverage at the same level shall have their premiums reduced by \$100 per month, or up to \$1,200 annually for medical coverage. Those already on a family plan (who have waived single coverage) shall have their out of pocket premium costs reduced by \$1,200 annually for medical insurance.

When each married employee is at the same medical plan level, and the couple converts to a family plan at that same medical level, they shall pay the same premium for family medical coverage that they paid with the two individual plans, minus \$1,200 annually for medical.

It is understood that employees may stay with their original plans at their respective rates. The option of switching to one family plan in lieu of separate plans is available to District #14 married couples for the 2020-2021 school year, and in no way is required or expected by the School District or Fridley Education Association. This agreement shall be for the 2020-2021 year only, and does not set precedence for future contract years. Employees who qualify and opt to take this option are responsible for ensuring necessary paperwork is filed with the Human Resource Department.

Fridley Education Association Representative



4/15/20

Date

Fridley School District #14 Representatives

School Board Chair

Date

School Board Clerk

Date

Letter of Agreement

Between

Nutritional Services Employees (School Service Employees Union, Local 284) and
Fridley School District #14

This letter of agreement is in regards to employee medical for the 2020-2021 school year only, and applies to full time employees in Fridley School District #14 who are both employed by the school district and qualify for full medical insurance.

Married employees who qualify for full medical coverage have the option to change their selected plan from a combined employee plus one and single coverage, or from a combined family and single coverage, or from separate single coverage, to family or employee plus one coverage at the same level. In doing so, the husband and wife shall be "held harmless" in their own premium expenses by switching. In other words, the combined husband and wife contributions for family (at the same level) coverage shall not exceed the previous employee premium expenses for separate policies as outlined above, if the plan design choice is the same. (In other words, this applies if one moves from two policies of the same to a single family policy of the same.)

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When each married employee is at the same medical plan level, and the couple converts to a family plan at that same medical level, they shall pay the same premium for family medical coverage that they paid with the two individual plans, minus \$1,200 annually for medical.

It is understood that employees may stay with their original plans at their respective rates. The option of switching to one family plan in lieu of separate plans is available to District #14 married couples for the 2020-2021 school year, and in no way is required or expected by the School District or Nutritional Services Employees (School Service Employees Union, Local 284). This agreement shall be for the 2020-2021 year only, and does not set precedence for future contract years. Employees who qualify and opt to take this option are responsible for ensuring necessary paperwork is filed with the Human Resource Department.

Nutritional Services Employees (School Service Employees Union, Local 284) Representative



Matt Plummer
SEIU Local 284

4/16/2020

Date

Nadine Teff
Union Stewart

Date

Fridley School District #14 Representatives

School Board Chair

Date

School Board Clerk

Date

Letter of Agreement

Between
Paraprofessionals (School Service Employees Union, Local 284) and
Fridley School District #14

This letter of agreement is in regards to employee medical for the 2020-2021 school year only, and applies to full time employees in Fridley School District #14 who are both employed by the school district and qualify for full medical insurance.

Married employees who qualify for full medical coverage have the option to change their selected plan from a combined employee plus one and single coverage, or from a combined family and single coverage, or from separate single coverage, to family or employee plus one coverage at the same level. In doing so, the husband and wife shall be "held harmless" in their own premium expenses by switching. In other words, the combined husband and wife contributions for family (at the same level) coverage shall not exceed the previous employee premium expenses for separate policies as outlined above, if the plan design choice is the same. (In other words, this applies if one moves from two policies of the same to a single family policy of the same.)

Because multiple medical insurance plans exist, with employees opting for various options, and to ensure employees will not incur additional premium costs, "held harmless shall be defined as follows: the married couples who choose to convert their coverage at the same level shall have their premiums reduced by \$100 per month, or up to \$1,200 annually for medical coverage. Those already on a family plan (who have waived single coverage) shall have their out of pocket premium costs reduced by \$1,200 annually for medical insurance.

When each married employee is at the same medical plan level, and the couple converts to a family plan at that same medical level, they shall pay the same premium for family medical coverage that they paid with the two individual plans, minus \$1,200 annually for medical.

It is understood that employees may stay with their original plans at their respective rates. The option of switching to one family plan in lieu of separate plans is available to District #14 married couples for the 2020-2021 school year, and in no way is required or expected by the School District or Paraprofessionals (School Service Employees Union, Local 284). This agreement shall be for the 2020-2021 year only, and does not set precedence for future contract years. Employees who qualify and opt to take this option are responsible for ensuring necessary paperwork is filed with the Human Resource Department.

Paraprofessionals (School Service Employees Union, Local 284) Representative



Matt Plummer
SEIU Local 284

4/16/2020

Date

Kim Kaneakua
Union Stewart

Date

Fridley School District #14 Representatives

School Board Chair

Date

School Board Clerk

Date

Personnel Changes 2019-20 School Year

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

First Name	Last Name	Assignment	Step/Lane/Salary	School
Ashley	Anderberg	Assistant Softball Coach	Schedule C	FHS
Jeren	Anderson	YIG Club Assistant Advisor	Schedule C	FHS
Lindsey	Angelo	Assistant Cheer Coach	Schedule C	FHS
Tyler	Antil	Assistant Boys Tennis Coach	Schedule C	FHS
Lance	Bailey	Assistant Baseball Coach	Schedule C	FHS
Sylvia	Barnier	Assistant Girls Track Coach	Schedule C	FHS
Pat	Barrett	Head Boys & Girls Golf Coach	Schedule C	FHS
Hannah	Beavens	CE Instructor Student Assistant	\$9.80/hour	FCC
Jaimie	Beran	Assistant Softball Coach	Schedule C	FHS
Linda	Blaylock	CE Catalog Class Instructor	Stipend	FCC
Alex	Bly	Assistant Baseball Coach	Schedule C	FHS
Zackery	Bobick	MS Boys Track Coach	Schedule C	FMS
Anthony	Branitski	Head Boys Tennis Coach	Schedule C	FHS
Jason	Bruns	Maintenance Tech	\$20.64/hour	FHS
Jim	Cummings	Assist. Boys & Girls Golf Coach	Schedule C	FHS
Aaron	Cuthbert	YIG Advisor	Schedule C	FMS
Aaron	Cuthbert	YIG Assistant Advisor	Schedule C	FHS
Zohra	Deriche	Paraprofessional	\$14.59/hour	HYS
Zohra	Deriche	Para	\$14.59/hour	Hayes
Laura	Dmohoski	Health Assistant	B21/step 1	RLS
Laura	Dmohoski	Health Aid	\$16.15/hour	RLS
Brittany	Doboszinski	Secretary to Director of CE	B22/step 3	FCC
Jeffrey	Eudeikis	Teacher	BA+30/step 3	FHS
Paige	Gondorchin	WSI/Lifeguard	\$10.08/14.22/hour	FCC
Nick	Grady	Adapted Bowling Coach	Schedule C	FHS
Louis	Grosklags	Assistant Baseball Coach	Schedule C	FHS
Norah	Grosklags	Head Softball Coach	Schedule C	FHS
Josh	Groth	Assistant Baseball Coach	Schedule C	FHS
Taylor	Groth	Assistant Baseball Coach	Schedule C	FHS
Steve	Holt	YIG Club Advisor	Schedule C	FHS
Tomasina	Humphries	Paraprofessional	\$14.59/hour	FCC
Kawsar	Jama	Paraprofessional	\$14.59/hour	FCC
Christina	Jensen	Clerical	18.82/hour	FCC
Ryusuke	Jono	Cook Manager	\$18.26/hour	RLS
Shanna	Larson	CE Catalog Class Instructor	Stipend	FCC
Tom	Larson	Spring Drama Director	Schedule C	FHS
Merina	Lenz	Assistant Girls Track Coach	Schedule C	FHS
Victoria	Martinson	Assistant Softball Coach	Schedule C	FHS
Sam	Melchoir	Assistant Baseball Coach	Schedule C	FHS
Tarek	Morey	Assistant Softball Coach	Schedule C	FHS
Donald	Morrell	Maintenance Tech	23.70/hour	FHS
Dan	Nalepka	Head Baseball Coach	Schedule C	FHS
Matthew	Nalepka	Assistant Baseball Coach	Schedule C	FHS

First Name	Last Name	Assignment	Step/Lane/Salary	School
Tamara	Packard	Cook		FHS
Dianne	Rae	Elementary Tier 2 Advisor	Schedule C	RLS
Erik	Redepenning	Assistant Boys Track Coach	Schedule C	FHS
Justin	Reese	Head Girls & Boys Track Coach	Schedule C	FHS
Bryce	Richter	Spring Strength & Conditioning	Schedule C	FHS
Jessica	Schuette	YIG Advisor	Schedule C	FHS
Kaye	Severson	Building Monitor	13.25/hour	FCC
Jessica	Stratford	MS Girls Track Coach	Schedule C	FMS
Kristine	Svedberg	LTS Teacher	BA/step 1	FMS
Kristine	Svedberg	LTS Teacher	BA/step 1	FMS
Teri	West	CE Catalog Class Instructor	Stipend	FCC
Elizabeth	Winkelman	Assistant Track Coach	Schedule C	FHS
Dan	Wold	Spring Drama Producer	Schedule C	FHS
Dan	Wold	Spring Drama Scene & Set Construction	Schedule C	FHS
Dan	Wold	Spring Drama Technical Director	Schedule C	FHS
Eric	Wright	Assistant Girls Track Coach	Schedule C	FHS

Individual Contracts and Amendments (2019-21)

First Name	Last Name	Assignment	Step/Lane/Salary	School
Valerie	Anderson	ECFE Coordinator	Individual Contract 19-20	FCC
Yvonne	Anderson	Director of Technology	Individual Contract 19-21	District
Lori	Andler	Executive Assistant	Individual Contract 20-21	District
Andrea	Baker	Finance Specialist	Individual Contract 19-21	District
Jessica	Baker	IB Coordinator	Individual Contract 19-21	District
Karin	Beckstrand	IB Coordinator	Individual Contract 19-21	District
Kris	Carlston	Human Resources Coordinator	Individual Contract 20-21	District
Maggie	Chandler	Facilities, Adult Enrichment & Senior Programs Coordinator	Individual Contract 19-20	FCC
Lindsey	Crawford	Tiger Club Program Manager	Individual Contract 19-20	FCC
Nick	Fletcher	Systems Administrator	Individual Contract 20-21	District
Christine	Haubach	Tiger Club IB Tigers Program Manager	Individual Contract 19-20	FCC
Camille	Herder	Tiger Club Program Manager	Individual Contract 19-20	FCC
Veronica	Mathison	IB Coordinator	Individual Contract 19-21	District
Yusuf	Mohamud	Equity and Inclusion Specialist	Individual Contract 19-21	District
Lori	O'Dowd	Enrollment Coordinator	Individual Contract 19-21	District
Hope	Osifuye	Equity and Inclusion Specialist	Individual Contract 19-21	District
Kirsten	Wickman	IB Coordinator	Individual Contract 19-21	District
Kate	Wesbur	Accounting Supervisor	Individual Contract 19-21	District
Dan	Wold	Auditorium and Events Coordinator	Individual Contract 19-20	FCC

Lane Changes

First Name	Last Name	Current Lane	New Lane
Phillip	Boyd	MA+20	MA+30
Je'Naya	Brown	BA+30	MA
Lin Yi (Ariel)	Chang	MA+10	MA+20
Kelli	Greenhalgh	BA	BA+10
Kim	Haley	BA+10	BA+20

First Name	Last Name	Current Lane	New Lane
Emily	Heille	MA	MA+10
Jessica	Mularie	BA+10	BA+30
Christine	Nalepka	BA+30	MA
Daniel	Nalepka	MA	MA+10

Request for Leave (2019-2020)

- William Bade has requested a leave of absence from his technology assistant position at Fridley Public Schools from February 14, 2020 through March 3, 2020.
- Garrett Bruce has requested a leave of absence from his teacher position at Fridley Middle School, effective February 13, 2020 through June 12, 2020.
- Elizabeth Coon has requested a two-year extended leave of absence from her teacher position at Hayes Elementary. This leave is effective July 1, 2020 through June 30, 2022.
- Crystal Jarosz has requested a leave of absence from her para position at Stevenson from February 19, 2020 through March 30, 2020.
- Tina Keeler has requested a leave of absence from her CE Instructor position at Fridley Community Center from February 24, 2020 through March 13, 2020.
- Allison Olmos has requested a leave of absence from her teacher position at Fridley High School effective 8/31/2020-6/11/2021.
- Diane Polski requested a leave of absence from her clerical position at Fridley Middle School effective March 12, 2020 through April 28, 2020.

Resignations (2019-2020)

- Emillia Bryant resigned from her cook position at Fridley High School effective January 16, 2020.
- Brittany Doboszinski resigned her clerical position at Fridley Community Center, effective February 27, 2020.
- Alexa Goodwin resigned her teaching position at Fridley High School, effective February 28, 2020.
- Kala Horgan resigned from her teaching position at Stevenson Elementary, effective June 12, 2020.
- Arianna James resigned her para position at Fridley Middle School, effective March 18, 2020.
- Elizabeth Leight resigned her Health Assistant position at Stevenson Elementary School, effective February 28, 2020.
- Miguel Leiva resigned his building monitor position at Fridley Community Center, effective July 16, 2019.
- Jamie McTavish resigned her lifeguard and WSI positions at Fridley Community Center, effective September 30, 2019.
- Dwquita Nash resigned her para position at Stevenson Elementary, effective February 12, 2020.
- Phyllis O'Brien resigned her building monitor position at Fridley Community Center, effective July 21, 2019.
- Maizy Salo resigned her lifeguard and WSI positions at Fridley Community Center, effective September 24, 2019.
- Hailee Schalwig resigned her lifeguard and WSI positions at Fridley Community Center, effective November 7, 2019.
- Julian Schirmacher resigned his lifeguard and WSI positions at Fridley Community Center, effective September 27, 2019.
- Stephanie Warner resigned her teacher position at Fridley High School, effective April 17, 2020.
- Amanda Woll resigned her teacher position at Stevenson Elementary, effective June 12, 2020.

Retirements (2019-2020)

- Rachel Imholte will retire from her teacher position at Fridley High School, effective June 12, 2020.
- James MacDonald will retire from his teacher position at Fridley High School, effective June 12, 2020.
- Lynn Phillips will retire from her teacher position at Hayes Elementary, effective June 12, 2020.
- Susanne Skarolid will retire from her teacher position at Stevenson Elementary, effective June 12, 2020.
- Daryl Vossler will retire from his principal position at Stevenson Elementary, effective July 14, 2020.

**FIRST EXTENSION OF PUPIL TRANSPORTATION SERVICES AGREEMENT BETWEEN
INDEPENDENT SCHOOL DISTRICT 14
AND FIRST STUDENT, INC.**

THIS AMENDMENT is made and entered into as of the 6th day of April, 2020 by and between Independent School District 14 with principle offices at 6000 West Moore Lake Drive, Fridley, Minnesota 55432 ("District") and First Student, Inc. with its national headquarters at 600 Vine Street, Suite 1400, Cincinnati, OH 45202 and local business offices for purposes of this Agreement located at 11911 Champlin Drive, Champlin Minnesota 55316 ("Contractor" and, collectively, the "Parties").

WHEREAS, the parties entered into that certain Pupil Transportation Services Agreement dated March 20, 2018 (hereinafter the "Agreement"); and

WHEREAS, the parties desire to further extend the term of the Agreement;

NOW, THEREFORE, the parties mutually agree as follows:

1. **TERM.** The term of the Agreement shall extend for two (2) additional years commencing August 1, 2020 and continuing through July 30, 2022.
2. **COMPENSATION** Commencing August 1, 2020, the rates of compensation payable hereunder during the ensuing Contract Year shall be as follows and are based on current number of routes:

School Year 2020-2021 (ending July 30, 2021) – 3.00% increase over rates in School Year 2019-2020.

School Year 2021-2022 (ending July 30, 2022) – 3.00% increase over rates in School Year 2020-2021.

District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in Appendix A attached hereto.

3. **NOTICE TO PARTIES** All notices to be given by the parties to this Agreement shall be in writing and serviced by depositing same in the United States Mail, certified mail.

Notices to District shall be addressed to:

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

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

Notices to CONTRACTOR shall be addressed to:

Area General Manager
First Student, Inc.
11911 Champlin Drive
Champlin, MN 55316

With a copy to:

General Counsel
FirstGroup America, Inc.
600 Vine Street
Suite 1400
Cincinnati, OH 45202

Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been signed and executed in duplicate on behalf of the parties hereto by persons duly authorized on the day and year first written above.

DISTRICT

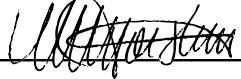
By: _____

Title: _____

ATTEST:

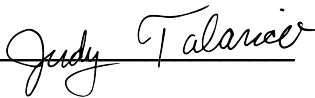
By: _____

FIRST STUDENT, INC.

By: _____ 

Title: Sr. Vice President

ATTEST:

By: _____ 

**Appendix A - All times are Live Time
First Student**

	20-21 Rate	Extra 1/4 Hr.
To and From School in District - Regular route -3 hour	\$327.44	\$11.97
Summer school - Regular routes	\$327.44	\$11.97
To and From Out of District - Live time-3 hour		
Type III	\$314.44	\$11.97
Type A & B	\$327.44	\$11.97
Type C & D	\$327.44	\$11.97
In district shuttle- Live Time during school hours and after school activity		
Type III	\$146.31	\$11.97
Type A & B	\$146.31	\$11.97
Type C & D	\$146.31	\$11.97
Out of district shuttle- Live Time during school hours and after school activity		
Type III	\$146.31	\$11.97
Type A & B	\$146.31	\$11.97
Type C & D	\$146.31	\$11.97
Van- Type III Vehicle in district - 3 hour	\$314.44	\$11.97
Lift Vehicle/special Transportation- Live Time -3 hour		
With in district		
Type A & B	\$327.44	\$11.97
Type C & D	\$338.05	\$11.97
Lift Vehicle/special Transportation- Live Time - 3 hour		
outside district		
Type A & B	\$327.44	\$11.97
Type C & D	\$338.05	\$11.97
Field Trips/Athletic Trips		
minimun	\$181.41	
per hour	\$60.47	
per mile		
Management Assistant	\$28.86	per hour
Cancel on Arrival		\$50.00

21-22 rate	Extra 1/4 Hr.
\$337.26	\$12.33
\$337.26	\$12.33
\$323.87	\$12.33
\$337.26	\$12.33
\$337.26	\$12.33
\$150.70	\$12.33
\$150.70	\$12.33
\$150.70	\$12.33
\$150.70	\$12.33
\$150.70	\$12.33
\$150.70	\$12.33
\$323.87	\$12.33
\$337.26	\$12.33
\$348.19	\$12.33
\$337.26	\$12.33
\$348.19	\$12.33
\$186.85	
\$62.28	
\$29.72	per hour
	\$50.00

* In-District route rates will include 0.50 miles outside of the Fridley Public School boundaries.

TO: Members of the School Board and Superintendent Hiel

FROM: Brady Hoffman, Interim Director of Finance and Operations

DATE: April 21, 2020

RE: Approval of Transportation Contract Extensions 2020-2022

Recommendation

For the Board of Education to approve the transportation contract extensions with Voigt's Bus Companies and First Student Transportation for the 20-21 and 21-22 school years

The negotiations of a two-year contract extension with our current transportation contractors has been completed. The District contracts with Voigt's Bus Companies and First Student Transportation.

The uncertainty of the impact of the bus driver shortage continues to impact the transportation industry. First Student Transportation has presented a proposal that provides for a 3% increase in 2020-21 and a 3% increase for 2021-22 school year. Voigt's Bus Companies has quoted the district a 2.75% increase for 2020-21 and a 2.75% increase in 2021-22.

The above increases are all reasonable considering the current climate. I recommend the approval of both Transportation Contract extensions for the 2020-21 & 2021-22 school years.



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

**FIRST EXTENSION OF PUPIL TRANSPORTATION SERVICES AGREEMENT BETWEEN
INDEPENDENT SCHOOL DISTRICT 14
AND VOIGT'S SCHOOL BUS SERVICES, INC.**

THIS AMENDMENT is made and entered into as of the 15th day of April, 2020 by and between Independent School District 14, Fridley, Anoka County, Minnesota ("District") and Voigt's School Bus Services, Inc. ("Contractor" and, collectively, the "Parties").

WHEREAS, the parties entered into that certain Pupil Transportation Services Agreement dated March 20th, 2018 (hereinafter the "Agreement"); and

WHEREAS, the parties desire to further extend the term of the agreement;

NOW, THEREFORE, the parties mutually agree as follows:

1. **TERM** The term of the Agreement shall extend for two (2) additional years commencing August 1, 2020 and continuing through July 30, 2022.
2. **COMPENSATION** Commencing August 1, 2020, the rates of compensation payable hereunder during the ensuing Contract Year shall be as follows and are based on current number of routes.

School Year 2020-2021 (ending July 30, 2021) – 2.75% increase over rates in School Year 2019-2020.

School Year 2021-2022 (ending July 30, 2022) – 2.75% increase over rates in the 2020-2021 school year.

District shall pay contractor all sums due and owing and calculated in accordance with the rates set forth in Appendix A attached hereto.

Except as amended herein, all other terms and conditions of the agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been signed and executed in duplicate on behalf of the parties hereto by person duly authorized on the day and year first written above.

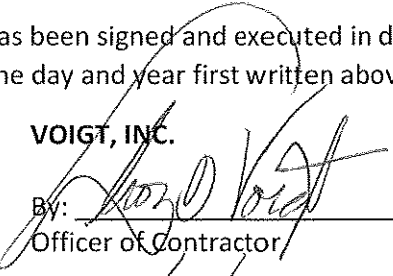
DISTRICT

By: _____
Chair, Board of Education

By: _____
Clerk, Board of Education

Date: _____

VOIGT, INC.

By:  _____
Officer of Contractor

Date: 4/15/2020

Appendix A - All times are Live Time

Voigts Bus Service - Appendix A

	20-21 Rate	Extra 1/4 Hr.
To and From School in District - Regular route -3 hour	\$ 308.02	\$ 12.06
Summer school - Regular routes	57%	
To and From Out of District - Live time- 3 hour		
Type III	\$ 213.19	\$ 12.18
Type A & B	\$ 308.57	\$ 12.56
Type C & D	\$ 323.77	\$ 12.56
In district shuttle- Live Time during school hours and after school activity		
Type III	\$ 46.47	\$ 9.98
Type A & B	\$ 78.56	\$ 10.35
Type C & D	\$ 79.62	\$ 10.35
Out of district shuttle- Live Time during school hours and after school activity		
Type III	\$ 52.21	\$ 12.18
Type A & B	\$ 88.22	\$ 12.56
Type C & D	\$ 89.38	\$ 12.56
Van- Type III Vehicle in district - 3 hour	\$ 186.15	\$ 10.39
Lift Vehicle/special Transportation- Live Time -3 hour		
With in district		
Type A & B	\$ 329.19	\$ 13.37
Type C & D	\$ 342.50	\$ 13.37
Lift Vehicle/special Transportation- Live Time - 3 hour		
outside district		
Type A & B	\$ 347.79	\$ 13.37
Type C & D	\$ 357.43	\$ 13.37
Field Trips/Athletic Trips		
minimun	\$ 173.58	
per hour	\$ 31.57	
per mile	\$ 2.95	
Management Assistance	\$ 32.89	
Cancel on Arrival	\$ 86.78	

21-22 cost	Extra 1/4 Hr.
\$ 316.49	\$ 12.39
57%	
\$ 219.05	\$ 12.51
\$ 317.06	\$ 12.91
\$ 332.67	\$ 12.91

\$ 47.75	\$ 10.25
\$ 80.72	\$ 10.63
\$ 81.81	\$ 10.63
\$ 53.65	\$ 12.51
\$ 90.65	\$ 12.91
\$ 91.84	\$ 12.91
\$ 191.27	\$ 10.68

\$ 338.24	\$ 13.74
\$ 351.92	\$ 13.74
\$ 357.35	\$ 13.74
\$ 367.26	\$ 13.74
\$ 178.35	
\$ 32.44	
\$ 3.03	
\$ 33.79	
\$ 89.17	

* In-District route rates will include 0.50 miles outside of the Fridley Public School boundaries.

510 SCHOOL ACTIVITIES

I. PURPOSE

The purpose of this policy is to impart to students, employees and the community the school district's policy related to the student activity program.

II. GENERAL STATEMENT OF POLICY

School activities provide additional opportunities for students to pursue special interests that contribute to their physical, mental and emotional well-being. They are of secondary importance in relationship to the formal instructional program; however, they complement the instructional program in providing students with additional opportunities for growth and development.

III. RESPONSIBILITY

- A. The School Board expects all students who participate in school sponsored activities to represent the school and community in a responsible manner. All rules pertaining to student conduct and student discipline extend to school activities.
- B. The School Board expects all spectators at school sponsored activities, including parents, employees, and other members of the public, to behave in an appropriate manner at those activities. Students and employees may be subject to discipline and parents and other spectators may be subject to sanctions for engaging in misbehavior or inappropriate, illegal or unsportsmanlike behavior at these activities or events.
- C. The superintendent shall be responsible for disseminating information needed to inform students, parents, staff and the community of the opportunities available within the school activity program and the rules of participation.
- D. Those students who participate in Minnesota State High School League (MSHSL) activities must also abide by the league rules. Those employees who conduct MSHSL activities shall be responsible for familiarizing students and parents with all applicable rules, penalties, and opportunities.
- E. The superintendent or designee shall be responsible for conducting an annual evaluation of school activity programs and presenting the results and any recommendations to the School Board.

F. The school board will ensure that any funds raised for extracurricular activities will be spent only on extracurricular activities.

GE. Any student who intends to participate in high school interscholastic athletics and cheerleading activities must have on file in the school, a record of a physical examination performed within the previous three (3) years. A health questionnaire shall be completed annually and could indicate the need for a physical examination prior to participation. This signature of the parent or guardian approving participation is required. After major surgery or serious illness or injury, the attending physician must certify in writing the student's readiness for participation.

F. All high school athletic programs governed by the Minnesota State High School League are programs for students in grades 7-12. Any Fridley Public Schools student in grades 7 through 12 may play on a Fridley High School team.

Students in grades 7 and 8 may not play on a high school level team if that sport is already offered as a middle school sport (volleyball, soccer, football, basketball, wrestling, track, tennis, softball and baseball). Exception: a student in one of the above middle school sports may play on a high school level team if

Numbers are needed to fill a high school squad, or

The student's skills and abilities are such that they can earn meaningful playing time at the varsity level.

This is determined by the head coach and coaching staff in consultation with the Activities Director.

G. The superintendent shall be responsible for conducting an annual evaluation of school activity programs and presenting the results and any recommendations to the School Board.

Legal References:

Minn. Stat. § 123B.49 (Extracurricular Activities; Insurance)

Cross References:

MSBA/MASA Model Policy 503 (Student Attendance)

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 713 (Student Activity Accounting)

~~MSBA Service Manual, Chapter 5, Various Educational Programs~~

School Board Action:

Adopted as Policy 8.507 November 18, 1975



A World-Class Community of Learners

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

Revised June 18, 1982

Revised as Policy 510 January 15, 2008

Revised October 21, 2014

First Reading

421 Gifts to Employees and School Board Members

I. Purpose

The purpose of this policy is to avoid the appearance of impropriety or the appearance of a conflict of interest with respect to gifts given to school district employees and School Board Members.

II. General Statement of Policy

- A. The school district recognizes that students, parents, and others may wish to show appreciation to school district employees. The policy of the school district, however, is to discourage gift-giving to employees, and to encourage donors instead to write letters and notes of appreciation or to give small tokens of gratitude as memorabilia.
- B. A violation of this policy occurs when any employee solicits, accepts, or receives either by direct or indirect means, a gift from a student, parent, or other individual or organization of greater than nominal value.
- C. A violation of this policy occurs when any employee solicits, accepts, or receives a gift from a person or entity doing business with or seeking to do business with the school district. Employees may accept items of insignificant value of a promotional or public relations nature or a plaque with a resale value of \$5 or less with an inscription recognizing an individual for an accomplishment. The superintendent has discretion to determine what value is “insignificant.”
- D. Teachers may accept from publishers, free samples of textbooks and related teaching materials.
- E. This policy applies only to gifts given to employees where the donor’s relationship with the employee arises out of the employee’s employment with the school district. It does not apply to gifts given to employees by personal friends, family members, other employees, or others unconnected to the employee’s employment with the school district.
- F. An elected or appointed member of a School Board, a school superintendent, a school principal, or a district school officer, including the school business official, may not accept a gift from an interested person.

III. Definitions

- A. “Gift” means money, real or personal property, a service, a loan, a forbearance or forgiveness of indebtedness, or a promise of future employment, that is given without something of equal or greater value being received in return.

B. “Interested person” means a person or a representative of a person or association that has a direct financial interest in a decision that a School Board member, a superintendent, a school principal, or a district school officer is authorized to make.

B.C. “Financial interest” means any ownership or control in an asset which has the potential to produce a monetary return.

IV. Procedures

Any employee considering the acceptance of a gift shall confer with the administration for guidance related to the interpretation and application of this policy.

V. Violations

Employees who violate the provisions of this policy may be subject to discipline, which may include reprimand, suspension, and/or termination or discharge.

Legal References:

Minn. Stat. § 10A.07 (Conflicts of Interest)

Minn. Stat. § 10A.071 (Prohibition of Gifts) Minn. Stat. § 15.43 (Acceptance of Advantage by State Employee; Penalty) Minn. Stat. § 471.895 (Certain Gifts by Interested Persons Prohibited)

Cross References:

MSBA/MASA Model Policy 209 (Code of Ethics)

MSBA/MASA Model Policy 210 (Conflict of Interest – School Board Members)

MSBA/MASA Model Policy 306 (Administrator Code of Ethics)

Adopted as Policy 11.301 May 20 1986

Revised December 16, 1986

Revised as Policy 495 October 16, 2007

Revised February 17, 2015

Revised September 18, 2018

703 Annual Audit

I. Purpose

The purpose of this policy is to provide for an annual audit of the books and records of the school district in order to comply with law, to provide a permanent record of the financial position of the school district, and to provide guidance to the school district to correct any errors and discrepancies in its practices.

II. General Statement of Policy

The policy of this school district is to comply with all laws relating to the annual audit of the books and records of the school district.

III. Requirement

- A. The School Board shall appoint independent certified public accountants to audit, examine and report upon the books and records of the school district. The School Board may enter into a contract with a person or firm to provide the agreed upon services.
- B. After the close of each fiscal year, the books, records and accounts of the school district shall be audited by said independent certified public accountants in accordance with applicable standards and legal requirements. The superintendent and members of the administration shall cooperate with the auditors.
- C. The school district shall, prior to September 15 of each year, submit unaudited financial data for the preceding year to the Commissioner of Education (Commissioner) on forms prescribed by the Commissioner. The report shall also include those items required by Minn. Stat. § 123B.14, Subd. 7.
- D. The school district shall, prior to November 30 of each year, provide to the Commissioner audited financial data for the preceding fiscal year. The school district shall, prior to December 31 of each year, provide to the Commissioner and the State Auditor an audited financial statement in a form that will allow comparison with and correction of material differences in the unaudited data. The audited financial statement must also provide a statement of assurance pertaining to compliance with uniform financial accounting and reporting standards and a copy of the management letter submitted to the school district by its auditor.
- E. The audit must be conducted in compliance with generally accepted governmental auditing standards, the Federal Single Audit Act and the Minnesota Legal Compliance [Audit](#) Guide issued by the Office of the State Auditor.

- F. The School Board must approve the audit report by resolution or require a further or amended report.
- G. The administration shall report to the School Board regarding any actions necessary to correct any deficiencies or exceptions noted in the audit.
- H. The accounts and records of the school district shall also be subject to audit and inspection by the State Auditor to the extent provided in Minn. Stat. Ch. 6.

Legal References:

Minn. Stat. Ch. 6 (State Auditor)

Minn. Stat. § 123B.02 (School District Powers)

Minn. Stat. § 123B.09 (School Board Powers)

Minn. Stat. § 123B.14, Subd. 7 (Duties of School Board Clerk)

Minn. Stat. § 123B.77, Subds. 2 and 3 (Audited Financial Statements; Statement for Comparison and Correction)

Cross References:

MSBA/MASA Model Policy 702 (Accounting)

MSBA Service Manual, Chapter 7, Education Funding

SCHOOL BOARD ACTION:

Adopted as Policy 10.401

Revised as Policy 703 November 21, 2006

802 Disposition Of Obsolete Equipment And Material

I. Purpose

The purpose of this policy is to provide guidelines for the superintendent to assist in timely disposition of obsolete equipment and material.

II. General Statement of Policy

Effective use of school building space, and consideration for safety of personnel, will at times require disposal of obsolete equipment and material.

III. Definitions

- A. "Contract" means an agreement entered into by the school district for the sale of supplies, materials or equipment.
- B. "Official newspaper" is a regular issue of a qualified legal newspaper.

IV. Manner of Disposition

A. Authorization

The superintendent shall be authorized to dispose of obsolete equipment and materials by selling it at a fair price consistent with the procedures outlined in this policy. Any sale exceeding the minimum amount for which bids are required must first be specifically authorized by the School Board. The superintendent shall be authorized to properly dispose of used books, materials and equipment deemed to have little or no value.

B. Contracts Over \$ 175,000

1. If the value of the equipment or materials is estimated to exceed \$175,000 in total, sealed bids shall be solicited by two weeks' published notice in the official newspaper. This notice shall state the time and place of receiving bids and contain a brief description of the subject matter. Additional publication in the official newspaper or elsewhere may be made as the School Board shall deem necessary.
2. The sale shall be awarded to the highest responsible bidder, be duly executed in writing, and be otherwise conditioned as required by law.
3. A record shall be kept of all bids, with names of bidders and amounts of bids, and an indication of the successful bid. A bid containing an alteration or erasure of any price contained in the bid which is used in determining the highest responsible bid shall be

- rejected unless the alteration or erasure is corrected by being crossed out and the correction printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid.
4. In the case of identical high bids from two or more bidders, the School Board may, at its discretion, utilize negotiated procurement methods with the tied high bidders so long as the price paid does not go below the high tied bid price. In the case where only a single bid is received, the School Board may, at its discretion, negotiate a mutually agreeable contract with the bidder so long as the price paid does not fall below the original bid. If no satisfactory bid is received, the board may re-advertise.
 5. All bids obtained shall be kept on file for a period of at least one year after their receipt. Every contract made without compliance with the foregoing provisions shall be void.
 6. Data submitted by a business to a school in response to a request for bids are private until opened. Once opened, the name of the bidder and the dollar amount specified become public; all other data are private until completion of the selection process, meaning the school has completed its evaluation and ranked the responses. After completion of the selection process, all data submitted by all bidders are public except trade secret data. If all responses are rejected prior to completion of the selection process, all data remain private, except the name of the bidder and the dollar amount specified which were made public at the bid opening for one year from the proposed opening date or until resolicitation results in completion of the selection process or until a determination is made to abandon the purchase, whichever occurs sooner, at which point the remaining data becomes public. Data created or maintained by the school district as part of the selection or evaluation process are protected as nonpublic data until completion of the selection or evaluation process. At that time, the data are public with the exception of trade secret data.

C. Contracts From \$25,000 to \$175,000

If the amount of the sale is estimated to exceed \$25,000 but not to exceed \$175,000, the contract may be made either upon sealed bids in the manner directed above or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding notice. All quotations obtained shall be kept on file for a period of at least one year after their receipt.

D. Contracts \$25,000 or Less

If the amount of the sale is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the School Board. The sale in the open market may be by auction. If the contract is made upon quotation it shall

be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt.

E. Electronic Sale of Surplus Supplies, Materials, and Equipment

Notwithstanding the other procedural requirements of this policy, the school district may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused through an electronic selling process in which purchasers compete to purchase the supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

F. Notice Of Quotation

Notice of procedures to receive quotations shall be given by publication or other means as appropriate to provide reasonable notice to the public.

G. Sales To Employees

No officer or employee of the school district shall sell or procure for sale or possess or control for sale to any other officer or employee of the school district any property or materials owned by the school district unless sold to a school district employee after reasonable public notice, at public auction or by sealed response, if the employee is not directly involved in the auction or sale process. Reasonable notice shall include at least one week's published or posted notice. A school district employee may purchase no more than one motor vehicle from the school district in any 12-month period. This section shall not apply to the sale of property or materials acquired or produced by the school district in the ordinary course of business. Nothing in this section shall prohibit an employee of the school district from selling or possessing for sale public property if the sale or possession for sale is in the normal course of the employee's duties.

H. Exceptions for Surplus School Computers

1. A school district may bypass the requirements for competitive bidding and is not subject to any other laws relating to school district contracts if it is disposing of surplus school computer and related equipment, including a tablet device, by conveying the property and title to:

- a. another school district;
- b. the state department of corrections;
- c. the board of trustees of Minnesota State Colleges and Universities; ~~or~~

- d. the family of a student residing in the district whose total family income meets the federal definition of poverty.
 - e. A charitable organization under section 501(c)(3) of the Internal Revenue code that is registered with the attorney general's office for educational use.
2. If surplus school computers are not disposed of as described in Paragraph 1., upon adoption of a written resolution of the school board, when updating or replacing school computers, including tablet devices, used primarily by students, the school district may sell or give used computers or tablets to qualifying students at the price specified in the written resolution. A student is eligible to apply to the school board for a computer or tablet under this subdivision if the student is currently enrolled in the school and intends to enroll in the school in the year following the receipt of the computer or tablet. If more students apply for computers or tablets than are available, the school must first qualify students whose families are eligible for free or reduced-price meals and then dispose of the remaining computers or tablets by lottery.

Legal References:

Minn. Stat. § 13.591 (Business Data)
Minn. Stat. § 15.054 (Public Employees Not to Purchase Merchandise From Governmental Agencies; Exceptions; Penalty)
Minn. Stat. § 123B.29 (Sale of School Building at Auction)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 645.11 (Published Notice)

Cross References:

MSBA Service Manual, Chapter 13, School Law Bulletin "F" (School District Contract and Bidding Procedures)

SCHOOL BOARD ACTION:

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