



## Fridley Public Schools School Board Business Meeting Agenda

Tuesday, April 20, 2021 at 7:30 PM

Fridley Community Center

6085 7th Street NE

Fridley, MN 55432

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<b>A. Call to Order, Pledge of Allegiance</b>	
<b>B. Approval of Agenda with Suggested Motions and Resolutions</b>	
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<b>C. Spotlight on Recognition</b>	
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2. First Reading of Policies	
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**H. Reports From School Board Members**

1. NE Metro 916 Board Meeting held on April 7, 2021
2. Association of Metropolitan School Districts (AMSD) Board Meeting held on April 9, 2021

**I. Important Future School Board Dates**

1. Fridley High School Musical "All Shook Up"  
April 22, 24, 29, 30, May 1 at 7:00 PM  
Tickets MUST be purchased in advance
2. Schools for Equity in Education  
April 23, 2021 at 9:00 AM
3. Fridley School Board Work Session  
May 4, 2021 at 5:30 PM
4. NE Metro 916 Board Meeting  
May 5, 2021 at 6:00 PM
5. AMSD Board Meeting  
May 7, 2021 at 7:30 AM
6. Fridley Public Schools Board Meeting  
May 18, 2021  
Work Session, 5:30 PM  
Open Forum, 7:00 PM  
Business Meeting, 7:30 PM  
Fridley Community Center
7. Fridley High School Scholastic Banquet  
May 20, 2021 at 7:30 PM
8. Fridley High School Prom  
May 22, 2021
9. Class of 2021 Graduation  
June 3, 2021

**J. Adjournment**

**Tuesday, April 20, 2021**  
**School Board Business Meeting**  
**Motions**

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

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

**1. Suggested Motions and Resolutions**

**Suggested Motion:** Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to approve the agenda for April 20, 2021.

**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 **Fridley High School Band Program** for a total of \$100:
  - Class of 1980 classmates in honor of John Bailey
- The following persons donated to Fridley Nutritional Services for a total of \$135:
  - Laurie Brooks

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

**2. RESOLUTION: Terminate and Non-Renew the Teaching Contract of Certain Non-tenured, Probationary Teachers for 2021-2022**

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 2021-2022 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 21, 2021

Dear \_\_\_\_\_:

You are hereby notified that at a Regular Business Meeting of the School Board of Independent School District 14 held on Tuesday, April 20, 2021, 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 2021-2022 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 2021-2022 as follows: Kevin Bottiger, Heather Cole, Hannah Knip, Joan Lu, Katerina Sturgis, Lisa Van Wyk

**3. Motion: Approval of the Superintendent Contract 2021-2024 for Dr. Kim Hiel**

**Suggested Motion:** Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve the Superintendent Contract 2021-2024 for Dr. Kim Hiel

**4. Motion: Second Reading and Adoption of Policies**

- Policy 722 Public Data Requests
- Policy 721 Uniform Grant Guidance Policy Regarding Federal Revenue Sources

- Policy 795 School Attendance Areas and Optional Student Transfers

**Suggested Motion:** Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve the Second Reading and Adoption of Policies 721, 722 and 795.

**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, work session held on March 16, 2021, special meetings held on March 23, 2021 and March 29, 2021 and the work session held on April 6, 2021; Monthly Financial Reports; and New Contracts, Amendments, Lane Changes, Leaves of Absence, Resignations and Retirements; Agreement to Provide Special Education and Related Staffing by NE Metro 916; City of Fridley 7<sup>th</sup> Street Trail Project Easement Agreement; and 2021 Elections Joint Powers Agreement: Anoka County-ISD 14.

**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\_\_.

Yusuf Mohamud  
Employee of the Month – March 2021

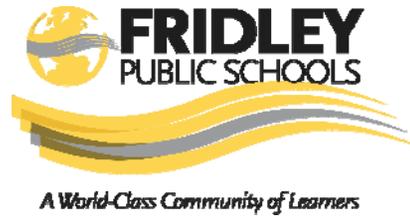
Mr. Yusuf Mohamud is a dedicated staff leader within our Hayes school community. His role encompasses many different things, and he balances his vast responsibilities with calmness and grace. Yusuf serves our scholars well, as a mentor, a teacher, and someone they can count on for outrageous love when they need it most. He is always kind and positive in his interactions and has a unique way of making all he interacts with feel valued, heard, and safe. In addition to working with our scholars, Yusuf is also a teacher of our staff. He facilitates learning opportunities for us to grow in our personal and professional journey with equity and inclusion. He is mindful of his approach in entering courageous conversations and pushes us as staff, to think critically about the decisions we make each day to serve our scholars well. All in all, our community is thankful for the gifts Yusuf brings to our community each day. For these reasons, he has been awarded Fridley's District Employee of the Month.

- Gaeli Iverson, Principal at Hayes Elementary School

Jason Bruns  
Employee of the Month – April 2021

Congratulations to Jason Bruns, our Employee of the Month for April! Jason has served as a custodian at Fridley High School for one school year. Jason is hard-working, patient, calm, and collaborative. In addition, he is positive about his daily work, and is willing to help out wherever needed. As one staff member states, "Jason's positive energy and can do attitude gets jobs done efficiently, effectively, and even with a mask, he does it with a smile. He is here bright and early in the morning and can be seen at the end of the day with the same smile. He understands the balance and demands of the job, clearly asks questions to ensure the job can be completed correctly; he is knowledgeable, and his integrity is in his work." We are lucky to have Jason as a member of our team and congratulate him on the honor of Employee of the Month!

- Patty Hand, Principal at Fridley High School

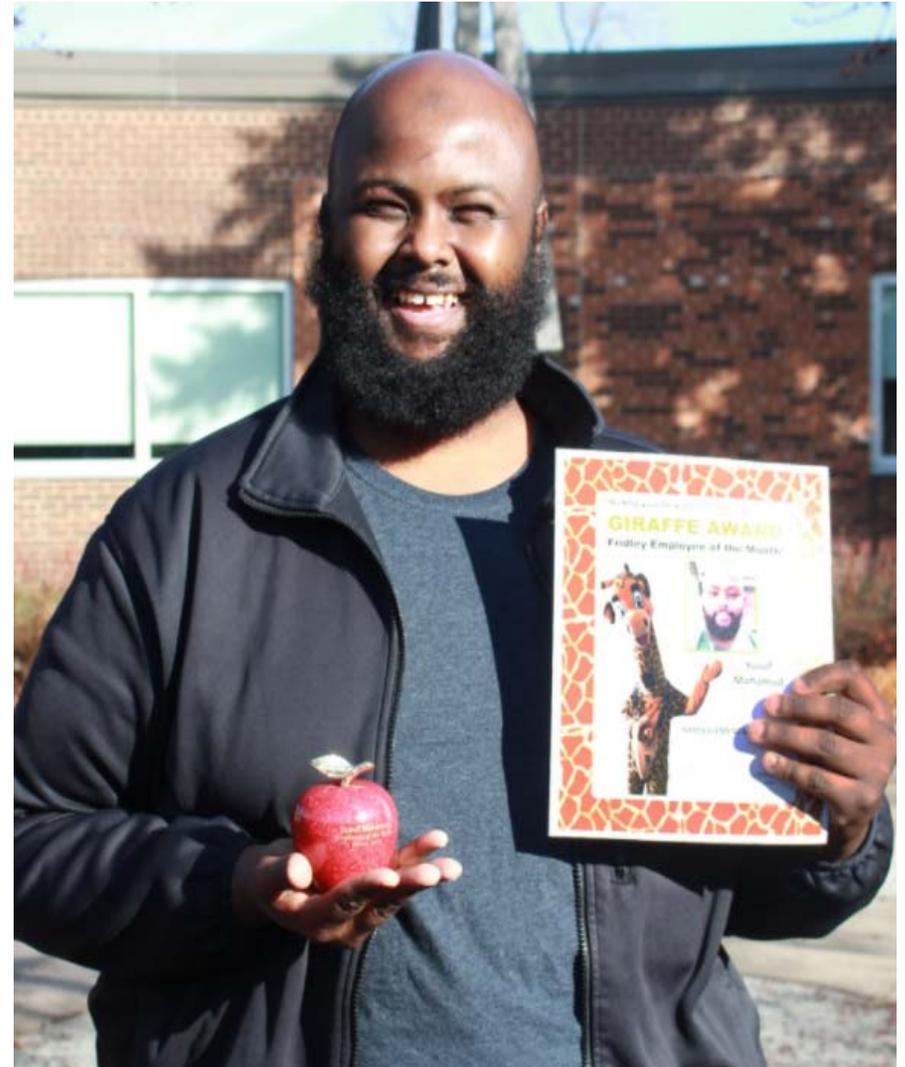


# Employee of the Month

March & April 2021

**Employee of the Month for  
March 2021:**

**Yusuf Mohamud**



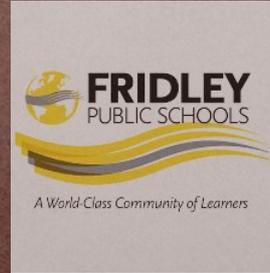
**Employee of the Month for  
April 2021:**

**Jason Brun**



# A Giraffe's Journey Around the Sun

Written By:  
The 2020-2021 Dedicated Staff, Scholars & Families of Hayes Elementary



June flew by like a sprint and then came July... Giraffe staff were hard at work as the summer went by...

“Two schools in one” - some would be hybrid and others online. What could this look like? Could we discover in time





ALL IN was the plan - with very little summer rest... our staff and our scholars, brought forth their very best.

For hybrid and DL the “master schedules” were set. Our scholars’ bright smiles that first day, we’ll never forget.

To say getting ready was easy - would simply... not be true. But the brilliance in planning we will show you...

	Monday	Tuesday	Wednesday	Thursday	Friday
7:24-10:00	Ask Mrs. La Abate	Ask Mrs. La Abate	Ask Mrs. La Abate	Ask Mrs. La Abate	Ask Mrs. La Abate
10:13-10:45	Edgemony / other	Edgemony / other	Edgemony / other	Edgemony / other	Edgemony / other
11:12-12:00	Edgemony / other	Edgemony / other	Edgemony / other	Edgemony / other	Edgemony / other
12:00-12:30	Lunch	Lunch	Lunch	Lunch	Lunch
12:30-1:00	Student Check-In	Student Check-In	Prep	Student Check-In	Student Check-In
1:00-1:45	Student Check-In	Student Check-In	Group 1 & 2 Meet 1:22	Student Check-In	Student Check-In
1:45-2:00			Prep		
2:00-2:45	Group 1 Story Sketch Starting 9:28 Meet 1:43	Group 2 Story Sketch Starting 9:28 Meet 1:43	Group 3 & 4 Meet 1:43 Student Check-In	Group 3 Story Sketch Starting 9:28 Meet 1:43	Group 4 Story Sketch Starting 9:28 Meet 1:43
Group 1:	Abdellahman Adja	Alicia, Amant	Destiny Medina	Pf/Days, Sophia	De, Terrence, Yusuf
Group 2:	Akhi, Aamodhya	Baylee, Joseph	Kyler, Nick	Payton, Samson	Syria B, Tashan
Group 3:	Adrianna R. Bryan	Calix, Harmony	Hadi, Jaylaan	Marcy, Okembi	Yahya
Group 4:	Abdulqadir, Aishan	Daliah, Ezra	Ezra, Mervin, Nofyana	Syria V, Taylor	Walker, Zion

With hybrid, our giraffe scholars came two days a week - a smaller class size for our teachers, but still an incredible feat.

You see, with 12 in your classroom that leaves 12 more at home, our teachers too dedicated to let any of their scholars roam.

So day after day and night after night, our teachers connect, air-hugging their scholars tight.





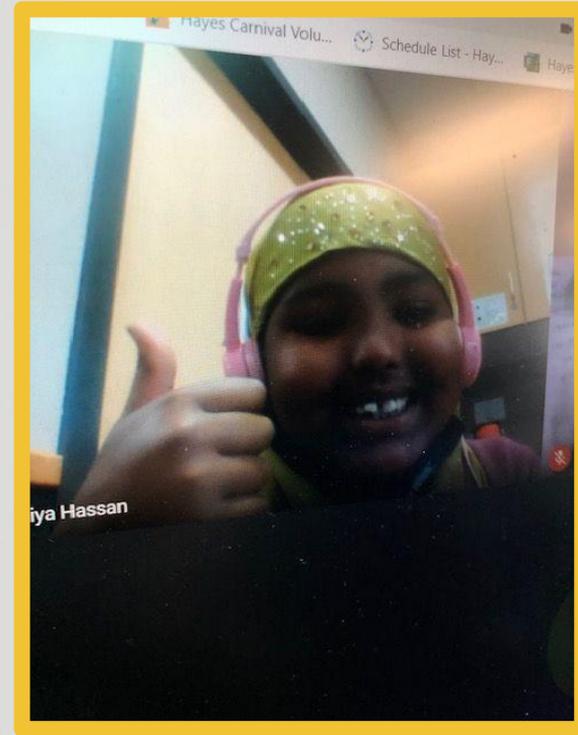
And then right down the hall - others learning online. A lasting partnership between school and home we'd begin to define.

Between virtual tools and an online classroom space - parents, scholars and teachers gave so much time and incredible grace.

The learning was new, but rigorous too. Our young scholars rose to the occasion, as they always do.

Learning's profound, both in person and online... the collaborative efforts between your house, the school and mine.

The challenges and guidelines - you see they kept coming... but our system worked hard, learning, teaching and loving.





Be safe, Be Responsible, Be Kind...On the playground

33 views · 1 month ago



Like



Dislike



Share



Download



Save



Hayes Elementary School  
18 subscribers

**SUBSCRIBE**

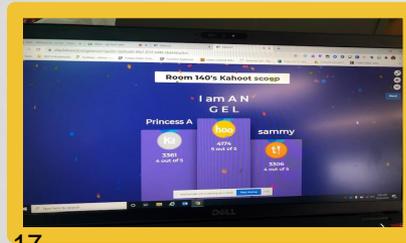
Transitions were asked,  
because safety came first...  
but the learning continued  
and the support never burst.

Tired we are... but still  
standing tall... continuing to  
nurture our scholars through  
it all.

The hearts of our giraffes are an incredible size; their collaborative efforts amaze our eyes.

The next chapter is one that is still untold, but no matter the task our learning community enters it bold.

Loss of learning this year is not even a thing...we learned, together, we can tackle any obstacle a pandemic may bring.





And “bringing our learning” ... is exactly what we’ll do, as the next mountain we will climb, will have challenges and disruptions too.

We are better together - and this year we really grew... our accomplishments have shown there isn’t much we can’t do.

So, into the future - we look ahead to the fun... of our next big adventure, our next trip around the sun.

# Our Journey



## **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;

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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 2021-2022 as follows: Kevin Bottiger, Heather Cole, Hannah Knip, Joan Lu, Katerina Sturgis, Lisa Van Wyk

## 722 DATA REQUEST POLICY FOR PUBLIC DATA

### I. Purpose

The purpose of this policy is to set forth the procedure regarding a public request to inspect or obtain public data and to comply with the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13.

### II. Construction

This policy must be construed as consistent with the MGDPA and Minnesota Rules Chapter 1205. All terms used herein that are defined by the MGDPA must be given the same definition as listed in the MGDPA and Rules Chapter 1205. Nothing in this policy shall be interpreted to contradict any other school district policy.

### III. Definitions

- A. Government Data – “Government data” means all recorded information that the school district has, including paper, email, flash drives, CDs, DVDs, photographs, etc.
- B. Inspection – “Inspection” means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public’s own computer equipment.
- C. Public Data – “Public data” means all government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.
- D. Responsible Authority – “Responsible authority means the individual designated by the school board as the individual responsible for the collection, use and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law.
- E. Summary Data – “Summary data” means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable.



A World-Class Community of Learners

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

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#### **IV. Right to Access Data**

All data collected, created, received, maintained or disseminated by the school district, which is classified by state statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district in this policy.

#### **V. Making a Data Request**

To inspect data or request copies of public data in the school district's possession, a person should make a written request using the form found in Attachment B (Public Data Request Form) with a clear description of the data requested, identify forms in which data is to be provided, and method to contact the requestor (such as phone number, address, or email address). Attachment B (Public Data Request Form) shall be submitted to the appropriate data practices official or designee described in Attachment C (Responsible Authorities). The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request. The school district reserves the right to accept verbal requests for data or reduce verbal requests to writing, at its sole discretion.

#### **VI. Processing a Request**

Upon receipt of a written request, the school district will process it within a reasonable time, depending upon the nature and volume of the request. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time. If the response to a request will take longer than fifteen (15) business days and the requester has provided contact information, the school district may notify the person of the approximate amount of time it will take to process the request.

- If it is unclear what data the individual is requesting, the school district will seek clarification.
- If the school district does not have the requested data, it will notify the individual in writing as soon as reasonably possible.
- If the school district determines that the requested data is classified so as to deny the requesting person access, the school district shall inform the requesting person of the determination either orally at the time of the request, or in writing as soon after that time as possible.



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- Upon the request of any person denied access to data, the responsible authority or designee shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of law upon which the denial was based.

### **Public Data Requests**

- If the school district has the requested data, and the data may lawfully be disclosed to the individual, the school district will respond to the request by doing one of the following:
  - Arrange a date, time, and place for the individual to inspect the data without cost to the individual, or
  - Provide the requestor with copies of the data. The requestor may choose to pick up the copies, or the school district will mail or fax copies of the data to the requestor. The school district will provide electronic copies, only if the school district keeps the data in electronic format. Prepayment for costs is required unless other arrangements are approved by the responsible authority. Further information about charges is included on Attachment A (Filling out the data request form).
  - Upon request, the school district will inform the requester as to the meaning of any data disclosed pursuant to this policy.

### **Public Data Requests**

- If the requested data is a request for the school district to prepare summary data, the responsible authority shall prepare summary data from private or confidential data on individuals upon the request of the requestor if the request is in writing and the cost of preparing the summary data is borne by the requesting person. The responsible authority may delegate the power to prepare summary data (1) to the administrative officer responsible for any central repository of summary data; or (2) to a person outside of the entity if the person's purpose is set forth, in writing, and the person agrees not to disclose, and the entity reasonably determines that the access will not compromise private or confidential data on individuals.
  - Provide the person with copies of the data. The person may choose to pick up the copies, or the school district will mail or fax copies of the data to the person. The school district will provide electronic copies, only if the school district keeps the data in electronic format.



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Prepayment for costs is required unless other arrangements are approved by the responsible authority. Further information about charges is included on Attachment A (Filling out the data request form).

Nothing in this policy or the MGDPA requires the school district to create data; collect new data; or to provide data in a specific form or arrangement if the school district does not keep the data in that form or arrangement, in response to a data request.

Nothing in this policy or the MGDPA requires the school district to respond to questions that are not requests for data.

***Legal References:***

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

***Cross References:***

MSBA/MASA Model Policy 406 (Public and Private Personnel Data)

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

***School Board Action:***

Adopted as Policy 996 October 17, 2017

Changed to Policy 772 & Revised November 20, 2018

Revised April 20, 2021



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## **ATTACHMENT A:**

### **Filling out the Data Request Form – Requests for Public Data**

#### **Copy Costs – Public Requests**

The school district charges individuals for copies as authorized under Minnesota Statutes, section 13.03, subdivision 3(c). The individual must pay for the copies before the school district will provide the copies.

#### **For 100 or Fewer Paper Black and White Copies – \$.25 per Page**

The charge for 100 or fewer pages of black and white, letter or legal size paper copies, is \$.25 for a one-sided copy and \$.50 for a two-sided copy.

#### **More than 100 Paper Black and White Copies or Other Types of Copies – Actual Cost**

The charge for more than 100 pages of black and white paper copies, or any other types of copies, is the actual cost of searching for and retrieving the data, and making the copies or electronically transmitting the data.

The school district charges the actual cost of preparing summary data. Summary data are statistical records or reports that are prepared by removing all identifiers from private or confidential data on individuals.

In determining the actual cost, the school district includes the cost of the employee time, the cost of the materials (paper, DVD, etc.), and mailing costs (if any). If the request is for copies of data that the school district cannot reproduce itself, such as photographs, it will charge the actual cost it must pay an outside vendor for the copies.

The cost of employee time to search for data, retrieve data and make copies is based upon the lowest hourly rate of the appropriate staff member. There is no charge for time spent separating public from not public data.

If the request involves copies of public data that has commercial value and is a substantial and discrete portion of or an entire formula, pattern, compilation, program, device, method, technique, process, database, or system developed with a significant expenditure of public funds by the school district, the responsible authority may charge a reasonable fee for the information in addition to the costs of making and certifying the copies. Any fee charged must relate to the actual development costs of the information. The responsible authority, upon the request, shall provide sufficient documentation to explain and justify the fee being charged.



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**ATTACHMENT B:**

**INDEPENDENT SCHOOL DISTRICT NO. 14  
PUBLIC DATA REQUEST FORM**

**TO BE COMPLETED BY THE REQUESTOR**

REQUESTOR NAME (NOT REQUIRED):	PHONE NUMBER:*
ADDRESS:*	EMAIL ADDRESS:*
DATE OF REQUEST:	
DESCRIPTION OF THE INFORMATION REQUESTED: (attach additional page if necessary)	
MANNER IN WHICH RESPONSIVE DATA IS TO BE PROVIDED:	
INSPECTION ONLY _____ COPIES ONLY** _____ BOTH INSPECTION AND COPIES _____ **	
**Inspection is free, but there is a charge for copies. Payment must be received before copies will be provided.	

**FOR OFFICE USE ONLY**

DATE REQUEST RECEIVED:	REQUEST RECEIVED BY:
DATE OF RESPONSE:	RESPONSE PROVIDED BY:

\* Requestor’s name is optional. However, contact information is necessary to mail/email the data. Also, contact information is needed if the school district does not understand the request. We will not work on such a request until clarified.



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**ATTACHMENT C:**

**Responsible Authorities**

<b>Type of Data Requested</b>	<b>Name</b>	<b>Position</b>	<b>Address</b>	<b>Fax Number</b>
<b>General Public Data</b>	Dr. Kim Hiel	<b>Superintendent</b>	6000 West Moore Lake Drive, Fridley, MN 55432	763-502- 5040
<b>Public Financial Data</b>	Barbie Roessler	<b>Director of Finance &amp; Operations</b>	6000 West Moore Lake Drive, Fridley, MN 55432	763-502- 5040
<b>Public Personnel Data</b>	S. Ike Isaacson	<b>Director of Human Resources</b>	6000 West Moore Lake Drive, Fridley, MN 55432	763-502- 5045

Second Reading

## 721 UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES

### I. PURPOSE

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district.

### II. DEFINITIONS

#### A. Grants

1. “State-administered grants” are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).
2. “Direct grants” are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

B. “Non-federal entity” means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

C. “Federal award” has the meaning, depending on the context, in either paragraph 1. or 2. of this definition:

1. a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101 (Applicability); or
- b. The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101 (Applicability).

2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 C.F.R. § 200.40 (Federal Financial Assistance), or the cost-reimbursement contract awarded under the federal Acquisition Regulations.
  3. “Federal award” does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.
- D. “Contract” means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 C.F.R. Part 200, does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.
- E. Procurement Methods
1. “Procurement by micro-purchase” is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (generally \$10,000, except as otherwise discussed in 48 C.F.R. Subpart 2.1 or as periodically adjusted for inflation).
  2. “Procurement by small purchase procedures” are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$250,000 (periodically adjusted for inflation).
  3. “Procurement by sealed bids (formal advertising)” is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
  4. “Procurement by competitive proposals” is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.
  5. “Procurement by noncompetitive proposals” is procurement through solicitation of a proposal from only one source.

- F. “Equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.
- G. “Compensation for personal services” includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 C.F.R. § 200.431 (Compensation - Fringe Benefits).
- H. “Post-retirement health plans” refer to costs of health insurance or health services not included in a pension plan covered by 2 C.F.R. § 200.431(g) for retirees and their spouses, dependents, and survivors.
- I. “Severance pay” is a payment in addition to regular salaries and wages by the non-federal entities to workers whose employment is being terminated.
- J. “Direct costs” are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.
- K. “Relocation costs” are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.
- L. “Travel costs” are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

### III. CONFLICT OF INTEREST

- A. Employee Conflict of Interest. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, and agents of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for

situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, or agents of the school district.

- B. Organizational Conflicts of Interest. The school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization because of relationships with a parent company, affiliate, or subsidiary organization.
- C. Disclosing Conflicts of Interest. The school district must disclose in writing any potential conflict of interest to MDE in accordance with applicable federal awarding agency policy.

#### IV. ACCEPTABLE METHODS OF PROCUREMENT

- A. General Procurement Standards. The school district must use its own documented procurement procedures which reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.
- B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.
- D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.
- F. The school district alone must be responsible, in accordance with good

administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.

- G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- H. Methods of Procurement. The school district must use one of the following methods of procurement:
1. Procurement by micro-purchases. To the extent practicable, the school district must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the school district considers the price to be reasonable.
  2. Procurement by small purchase procedures. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
  3. Procurement by sealed bids (formal advertising).
  4. Procurement by competitive proposals. If this method is used, the following requirements apply:
    - a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
    - b. Proposals must be solicited from an adequate number of qualified sources;
    - c. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
    - d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

- e. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.
5. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:
- a. The item is available only from a single source;
  - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  - c. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or
  - d. After solicitation of a number of sources, competition is determined inadequate.
- I. Competition. The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
- 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and



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2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- J. The school district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the school district must not preclude potential bidders from qualifying during the solicitation period.
  - K. Non-federal entities are prohibited from contracting with or making subawards under “covered transactions” to parties that are suspended or debarred or whose principals are suspended or debarred. “Covered transactions” include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000.
  - L. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 C.F.R. § 180.215.

## V. MANAGING EQUIPMENT AND SAFEGUARDING ASSETS

- A. Property Standards. The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 C.F.R. §§ 200.311, 200.314, and 200.315.

- B. Equipment

Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the

property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.

2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep property in good condition.
5. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

## VI. FINANCIAL MANAGEMENT REQUIREMENTS

- A. Financial Management. The school district's financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award.
- B. Payment. The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control.

Advance payments to a school district must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

- C. Internal Controls. The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government,” issued by the Comptroller General of the United States, or the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The school district must comply with federal statutes, regulations, and the terms and conditions of the federal award.

The school district must also evaluate and monitor the school district’s compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must also take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

## VII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

- A. Allowable Use of Funds. The school district administration and board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.

B. Definitions

1. “Allowable cost” means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.
2. “Education Department General Administrative Regulations (EDGAR)” means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable

costs, the period of availability of federal awards, documentation requirements, and grants management requirements). EDGAR can be accessed at: <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.

3. “Omni Circular” or “2 C.F.R. Part 200s” or “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” means federal cost principles that provide standards for determining whether costs may be charged to federal grants.
4. “Advance payment” means a payment that a federal awarding agency or passthrough entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-federal entity disburses the funds for program purposes.

C. Allowable Costs. The following items are costs that may be allowable under the 2 C.F.R. Part 200s under specific conditions:

1. Advisory councils;
2. Audit costs and related services;
3. Bonding costs;
4. Communication costs;
5. Compensation for personal services;
6. Depreciation and use allowances;
7. Employee morale, health, and welfare costs;
8. Equipment and other capital expenditures;
9. Gains and losses on disposition of depreciable property and other capital assets and substantial relocation of federal programs;
10. Insurance and indemnification;
11. Maintenance, operations, and repairs;
12. Materials and supplies costs;
13. Meetings and conferences;

14. Memberships, subscriptions, and professional activity costs;
  15. Security costs;
  16. Professional service costs;
  17. Proposal costs;
  18. Publication and printing costs;
  19. Rearrangement and alteration costs;
  20. Rental costs of building and equipment;
  21. Training costs; and
  22. Travel costs.
- D. Costs Forbidden by Federal Law. 2 CFR Part 200s and EDGAR identify certain costs that may never be paid with federal funds. The following list provides examples of such costs. If a cost is on this list, it may not be supported with federal funds. The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 CFR Part 200s; thus, the following list is not exhaustive:
1. Advertising and public relations costs (with limited exceptions), including promotional items and memorabilia, models, gifts, and souvenirs;
  2. Alcoholic beverages;
  3. Bad debts;
  4. Contingency provisions (with limited exceptions);
  5. Fundraising and investment management costs (with limited exceptions);
  6. Donations;
  7. Contributions;
  8. Entertainment (amusement, diversion, and social activities and any associated costs);



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9. Fines and penalties;
10. General government expenses (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));
11. Goods or services for personal use;
12. Interest, except interest specifically stated in 2 C.F.R. § 200.441 as allowable;
13. Religious use;
14. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);
15. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and
16. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.
2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.
3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

1. The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes five core principles that serve as an important guide for effective grant management. These core principles require all costs to be:
  - a. Necessary for the proper and efficient performance or administration of the program.
  - b. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.
  - c. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.
  - d. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.
  - e. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.
- G. Program Specific Fiscal Rules. The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.
  1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.
  2. Many state-administered programs require local education agencies (LEAs) to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education

costs and not to supplant (or replace) those funds. Generally, the “supplement, not supplant” provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).

3. Auditors generally presume supplanting has occurred in three situations:
  - a. School district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.
  - b. School district uses federal funds to provide services that the school district provided with state or local funds in the prior year.
  - c. School district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.
4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

#### H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.
2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district’s grants.

#### I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.
2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.



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- J. Employee Sanctions. Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

## VIII. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

### A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written policy of the school district consistently applied to both federal and non-federal activities; and
2. Follows an appointment made in accordance with a school district's written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, a school district must follow its written non-federal, entity wide policies and practices concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

### B. Compensation – Fringe Benefits

1. During leave.

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- a. They are provided under established written leave policies;
- b. The costs are equitably allocated to all related activities, including federal awards; and
- c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.

2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 C.F.R. § 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.
  3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.
  4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the written policies of the school district.
  5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the school district.
  6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.
- C. Insurance and Indemnification. Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.
- D. Recruiting Costs. Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:
1. Critical and necessary for the conduct of the project;
  2. Allowable under the cost principles set forth in the Uniform Grant Guidance;

3. Consistent with the school district’s cost accounting practices and school district policy; and
  4. Meeting the definition of “direct cost” in the applicable cost principles of the Uniform Grant Guidance.
- E. Relocation Costs of Employees. Relocation costs are allowable, subject to the limitations described below, provided that reimbursement to the employee is in accordance with the school district’s reimbursement policy.
- F. Travel Costs. Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the school district’s non-federally funded activities and in accordance with the school district’s reimbursement policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations according to the school district’s written reimbursement and/or travel policies.

In addition, when costs are charged directly to the federal award, documentation must justify the following:

1. Participation of the individual is necessary to the federal award; and
2. The costs are reasonable and consistent with the school district’s established travel policy.

Temporary dependent care costs above and beyond regular dependent care that directly results from travel to conferences is allowable provided the costs are:

1. A direct result of the individual’s travel for the federal award;
2. Consistent with the school district’s documented travel policy for all school district travel; and
3. Only temporary during the travel period.



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***Legal References:***

- 2 C.F.R. § 200.12 (Capital Assets)
- 2 C.F.R. § 200.112 (Conflict of Interest)
- 2 C.F.R. § 200.113 (Mandatory Disclosures)
- 2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Risk Posed by Applicants)
- 2 C.F.R. § 200.212 (Suspension and Debarment)
- 2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
- 2 C.F.R. § 200.302 (Financial Management)
- 2 C.F.R. § 200.303 (Internal Controls)
- 2 C.F.R. § 200.305(b)(1) (Payment)
- 2 C.F.R. § 200.310 (Insurance Coverage)
- 2 C.F.R. § 200.311 (Real Property)
- 2 C.F.R. § 200.313(d) (Equipment)
- 2 C.F.R. § 200.314 (Supplies)
- 2 C.F.R. § 200.315 (Intangible Property)
- 2 C.F.R. § 200.318 (General Procurement Standards)
- 2 C.F.R. § 200.319(c) (Competition)
- 2 C.F.R. § 200.320 (Methods of Procurement to be Followed)
- 2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms)
- 2 C.F.R. § 200.328 (Monitoring and Reporting Program Performance)
- 2 C.F.R. § 200.338 (Remedies for Noncompliance)
- 2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
- 2 C.F.R. § 200.430 (Compensation – Personal Services)
- 2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
- 2 C.F.R. § 200.447 (Insurance and Indemnification)
- 2 C.F.R. § 200.463 (Recruiting Costs)
- 2 C.F.R. § 200.464 (Relocation Costs of Employees)
- 2 C.F.R. § 200.473 (Transportation Costs)
- 2 C.F.R. § 200.474 (Travel Costs)

***Cross References:***

- MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)
- MSBA/MASA Model Policy 210 (Conflict of Interest – School Board Members)
- MSBA/MASA Model Policy 210.1 (Conflict of Interest – Charter School Board Members)
- MSBA/MASA Model Policy 412 (Expense Reimbursement)
- MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
- MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
- MSBA/MASA Model Policy 702 (Accounting)
- MSBA/MASA Model Policy 703 (Annual Audit)



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***School Board Action:***

Adopted as policy 721 October 15, 2019

Revised April 20, 2021

Second Reading



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

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## 795 School Attendance Areas and Optional Student Transfers

### I. Purpose

School attendance areas with School District #14 boundaries determine the schools to which students are assigned. Based on the school census, attendance reports, and projected enrollments, the superintendent will recommend for school board consideration changes in school attendance areas when appropriate. The District recognizes that class size is an important factor for each school and to the extent possible strives to maintain balance between schools.

### II. General Statement of Policy

All regular education students in grades K-4 will attend the schools to which their attendance areas, based on home address, assigned them. Students may be assigned school locations based on student needs and special programming. Application must be completed annually.

### III. Optional Transfers for Grades K-4

- A. If a family lives within one school's boundary area, but has daycare in another school's boundary area, the parent may apply for a student transfer before Sept. 15. (See Attached Application)
- B. A family or student may remain in a school even if their family moves to the other school's boundary area. The parent/s in this situation are responsible for transportation to and from school.
- C. Siblings of students noted above are allowed to enroll in the same school, unless siblings are in special programs.

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

Adopted as Policy 795 May 20, 2008

Revised April 20, 2021

## Fridley Public Schools

### Optional Transfer Application Form: Grades K-4 Must be Received by September 15th

Date of Application:	Date Received:
<ul style="list-style-type: none"> <li>Obtain and read School District Policy #795</li> <li><b>NOTE: Parents/Guardians must assume responsibility of transporting transferred child</b></li> <li>Applications will be processed in order received</li> </ul>	

Please supply the following information:	
Student Name:	Current Grade:
Home Address:	
Parent/Guardian Name:	Home Phone:
	Work Phone:
	Cell Phone:
School to which assigned in current school year:	
Requesting transfer to:	
Reason(s) for transfer request:	

**Send Application to:**  
 Optional Transfers – Director of Teaching & Learning  
 Fridley School District  
 6000 West Moore Lake Drive, Fridley, MN 55432  
 By September 15th

For Office Use Only		
Transfer Permitted:	YES	NO
Reason for Denial	Balance of class size throughout the district	
Lack of space in a particular building.	Late application	
Lack of space in a particular program		
Lack of space in a class		

Final Decision    September 30<sup>th</sup>

**Minutes**  
**School Board Work Session**  
**Fridley Independent School District 14**  
**March 16, 2021**

**Call to Order**

The Work Session of the Fridley School Board was called to order by School Board Chair Prewedo at 5:30 PM on Tuesday, March 16, 2021, at the Fridley Community Center. The following Board members were present in the room: Abdisalam Adam, Jake Karnopp, Ross Meisner, 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 709 Student Transportation Safety
    - b. Policy 718 District Credit Card Program
  - 2. First Readings of Policies
    - a. Policy 721 Uniform Grant Guidance
    - b. Policy 795 School Attendance Areas and Optional Student Transfers
    - c. Policy 722 Public Data Requests
- C. Oversight of Operations
  - 1. Legal, Staffing and Personnel Update
    - a. New Contracts, Amendments, Leaves of Absence, Terminations, Resignations, and Retirements
  - 2. Teaching and Learning Update
    - a. Fridley Online Academy
  - 3. Timeline for Grade Span Change
  - 4. School Board Meeting Calendar 2021-2022
  - 5. Partnership Updates
    - a. NE Metro 916 on February 3, 2021
- D. Board Governance Policy
  - 1. School Board Three Year Agenda
- E. Informational Items
  - 1. District Update
    - a. Enrollment
  - 2. School Board Scholarship
  - 3. Superintendent Contract
- F. PUBLIC FORUM

Adjourned at 7:30 p.m.

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Donna Prewedo, Board Chair

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Carol Thornton, Board Clerk

**Minutes**  
**School Board Business Meeting**  
**Fridley Independent School District 14**  
**March 16, 2021**

**Call to Order**

Donna Prewedo called the Business Meeting of the Fridley School Board to order at 7:30 p.m. on Tuesday, March 16, 2021 at the Fridley Community Center. Present: Abdisalam Adam, Jake Karnopp, Ross Meisner, Donna Prewedo, Avonna Starck, and Carol Thornton. Absent: None.

**Approval of Agenda**

Motion by Starck, seconded by Thornton, to approve the agenda for March 16, 2021. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 6-0.

**Spotlight on Recognition**

1. Superintendent Hiel introduced the FMS Black History Month Essay Winners.

**Superintendent and Staff Reports**

1. Stevenson Elementary Principal, Veronica Mathison, PYP Coordinator, Kate Talafous, and Reading Teacher/Instructional Leader, Phil Boyd presented on the many changes and transitions through the 2020-2021 School Year at Stevenson Elementary and featured student videos of the projects and work being done this year.

**Business Action Items**

**1. Motion: Second Reading and Adoption of Policies**

- a. Policy 709 Student Transportation Safety
- b. Policy 718 District Credit Card Policy

Motion by Karnopp, seconded by Adam to approve the second reading and adoption of policies 709 and 718. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 6-0.

**2. Motion: Approval of the School Board Meeting Calendar for July 2021 through June 2022**

Motion by Starck, seconded by Thornton, to approve the School Board Calendar for July 2021 through June 2022. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 6-0.

**Consent Agenda**

Motion by Adam, seconded by Thornton to approve the consent agenda of routine action items including minutes of the regular School Board meeting, work session held on February 16, 2021 and work session held on March 2, 2021; Monthly Financial Reports; and New Contracts, Amendments, Lane Changes, Leaves of Absence, Terminations, Resignations and Retirements and approval to submit application for Fridley Online Academy to MDE. 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 721 Uniform Grant Guidelines
  - b. Policy 795 School Attendance Areas and optional Student Transfers
  - c. Policy 722 Public Data Requests

**Important Future School Board Dates**

**Adjournment**

Motion by Starck, seconded by Meisner, to adjourn at 7:57 p.m. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 6-0.

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Donna Prewedo, Board Chair

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Carol Thornton, Board Clerk

**Minutes**  
**School Board Special Meeting**  
**Fridley Independent School District 14**  
**March 23, 2021**

**Call to Order**

Donna Prewedo called the Special Meeting of the Fridley School Board to order at 4:01 p.m. on Tuesday, March 23, 2021 via Google Meet. Present: Abdisalam Adam, Ross Meisner, Donna Prewedo, Avonna Starck, and Carol Thornton. Absent: Jake Karnopp.

**Approval of Agenda**

Motion by Starck, seconded by Meisner, to approve the agenda for March 23, 2021. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 5-0.

**Business Action Items**

**1. Motion: Approval of the Insurance Rates of Plan Year 2021-2022**

Motion by Meisner, seconded by Thornton to approve the insurance rates of plan year 2021-2022. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 5-0.

**Adjournment**

Motion by Adam, seconded by Thornton, to adjourn at 4:04 p.m. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 5-0.

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Donna Prewedo, Board Chair

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Carol Thornton, Board Clerk

**Minutes**  
**School Board Special Meeting**  
**Fridley Independent School District 14**  
**March 29, 2021**

Call to Order

The Special Meeting of the Fridley School Board was called to order by School Board Chair Prewedo at 6:00 PM on Monday, March 29, 2021, via Google Meet. The following Board members were present in via google: Abdisalam Adam, Jake Karnopp, Donna Prewedo, Avonna Starck and Carol Thornton.  
Absent: Ross Meisner

Superintendent Contract Discussion

Adjournment at 7:07 p.m.

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Donna Prewedo, Board Chair

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Carol Thornton, Board Clerk

**Minutes**  
**School Board Work Session**  
**Fridley Independent School District 14**  
**April 6, 2021**

Call to Order

The Work Session of the Fridley School Board was called to order by School Board Chair Prewedo at 5:30 PM on Tuesday, April 6, 2021, via Google Meet. The following Board members were present in via google: Abdisalam Adam, Jake Karnopp, Ross Meisner, Donna Prewedo, Avonna Starck and Carol Thornton. Absent: None

Superintendent Contract Discussion

Adjournment at 7:06 p.m.

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Donna Prewedo, Board Chair

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Carol Thornton, Board Clerk

**INDEPENDENT SCHOOL DISTRICT NO. 14  
FRIDLEY, MINNESOTA  
TREASURER'S REPORT  
MONTH ENDING 3/31/21**

<b>Fund</b>	<b>Balance 2/28/21</b>	<b>Receipts</b>	<b>Payroll Disbursements</b>	<b>A/P Disbursements</b>	<b>Journal Entry Transfers</b>	<b>Balance 3/31/21</b>
General (01)	\$ 34,296,965.33	\$ 14,525,255.82	\$ 1,267,895.51	\$ 12,494,907.55	\$ (573,539.47)	\$ 34,485,878.62
Food Service (02)	535,178.51	166,379.80	35,413.49	74,150.07	7,695.79	599,690.54
Transportation (03)	(31,633,088.74)	-	9,801.89	179,890.84	4,234.02	(31,818,547.45)
Comm. Service (04)	195,658.35	152,042.71	81,151.99	105,687.75	40,642.41	201,503.73
Operating Capital (05)	(324,973.99)	-	-	15,102.98	-	(340,076.97)
Construction (06)	829,228.01	-	-	-	-	829,228.01
Debt Service (07)	1,158,504.98	-	-	-	-	1,158,504.98
Performance Contract (16)	(3,877,232.76)	-	-	-	-	(3,877,232.76)
Custodial Fund for Student Activities (18)	-	-	-	-	-	-
Activity Fund (19)	143,577.01	7,025.14	-	4,387.21	(375.00)	145,839.94
Dental Self Insurance (20)	290,678.26	114.00	-	34,923.31	26,652.16	282,521.11
Medical Self Insurance (21)	6,011,128.49	1,205.64	-	470,993.15	494,315.09	6,035,656.07
OPEB Trust Fund (25)	241,045.44	124,116.36	-	240,917.88	-	124,243.92
OPEB Debt Service (47)	141,336.67	-	-	-	-	141,336.67
Student Activities Under Board Control (51)	82,165.13	120.00	-	2,707.49	375.00	79,952.64
<b>Total</b>	<b>\$ 8,090,170.69</b>	<b>\$ 14,976,259.47</b>	<b>\$ 1,394,262.88</b>	<b>\$ 13,623,668.23</b>	<b>\$ 0.00</b>	<b>\$ 8,048,499.05</b>

<b>Bank</b>	<b>Balance Per Bank Statement</b>	<b>Outstanding Checks</b>	<b>Outstanding Deposits</b>	<b>Balance per Treasurer's Books</b>
MN Trust - OPEB	\$ 35,816.74	\$ -	\$ -	\$ 35,816.74
MN Trust - Operating	8,072,471.70	59,789.39	-	8,012,682.31
<b>Total</b>	<b>\$ 8,108,288.44</b>	<b>\$ 59,789.39</b>	<b>\$ -</b>	<b>\$8,048,499.05</b>

56

Difference \$ 0.00

**Schedule of Investments**

**As of 3/31/21**

<b>Investment</b>	<b>Broker</b>	<b>Type</b>	<b>Purchased</b>	<b>Maturity</b>	<b>Market Value</b>	<b>Par</b>	<b>Yield</b>
MN Trust Term Series	PMA - OPP	TS	03/25/21	04/26/21	11,000,000.00	11,000,385.76	0.04%
Third Coast Bank, SSB Certificate of Deposit	PMA - OPEB	CD	11/16/20	11/16/21	249,700.00	249,952.13	0.10%
Western Alliance Bank/Torrey Pines Bank Certificate of Deposit	PMA - OPEB	CD	11/16/20	11/16/21	249,700.00	249,964.32	0.11%
Bank 7 Certificate of Deposit	PMA - OPEB	CD	11/16/20	11/16/21	249,700.00	249,952.20	0.10%
Servisfirst Bank Certificate of Deposit	PMA - OPEB	CD	11/16/20	11/16/21	249,700.00	249,949.70	0.10%
CIBC Bank USA/Private Bank - MI Certificate of Deposit	PMA - OPEB	CD	12/18/19	12/17/21	242,500.00	249,792.51	1.50%
Luana Savings Bank Certificate of Deposit	PMA - OPEB	CD	12/18/19	12/17/21	242,500.00	249,775.00	1.50%
Veritex Community Bank Certificate of Deposit	PMA - OPEB	CD	01/20/21	01/20/22	249,700.00	249,955.95	0.10%
Azle ISD REF-TXBL	PMA - OPEB	SEC	01/08/20	02/15/22	226,025.80	220,000.00	1.60%
Kane SD #304-UNREF	PMA - OPEB	SEC	01/07/21	01/01/23	754,003.25	655,000.00	0.24%
Desert Sands USD-REF	PMA - OPEB	SEC	02/23/21	08/01/23	243,931.60	220,000.00	0.12%
NYC-D2-TXBL	PMA - OPEB	SEC	02/19/21	12/01/23	1,073,920.00	1,000,000.00	0.20%
Schenectady Co	PMA - OPEB	SEC	03/09/21	12/15/23	234,990.00	225,000.00	0.20%
Oklahoma City - TXBL	PMA - OPEB	SEC	01/07/20	03/01/24	220,402.00	200,000.00	1.70%
<b>Totals</b>					\$ 15,486,772.65	\$ 15,269,727.57	

## Personnel Changes 2020-21 School Year

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

First Name	Last Name	Assignment	Step/Lane/Salary	School
Ashley	Anderberg	Softball Assistant Coach	Schedule C	FHS
Aanika	Anderson	5-6 <sup>th</sup> grade Play Director	Schedule C	FMS
Tyler	Antil	Boys Tennis Assistant Coach	Schedule C	FHS
Norah	Antil	Softball Head Coach	Schedule C	FHS
Lauren	Backstrom	Paraeducator	\$14.99/hour	FHS
Lance	Bailey	Baseball Assistant Coach	Schedule C	FHS
Pat	Barrett	Golf Head Coach	Schedule C	FHS
Jaimie	Beran	Softball Assistant Coach	Schedule C	FHS
Anthony	Branitski	Boys Tennis Head Coach	Schedule C	FHS
Oscar	Christenson	Custodian	\$16.27/ hour	RLS
Ted	Cullen	5-6 <sup>th</sup> grade Play Director	Schedule C	FMS
Jim	Cummings	Golf Assistant Coach	Schedule C	FHS
Madelyn	Douglas	CE Program Manager	\$18.88/hour	FCC
Matthew	Ferry	Spring Strength Training Coach	Schedule C	FMS
Louis	Grosklags	Baseball Assistant Coach	Schedule C	FHS
Taylor	Groth	Baseball Assistant Coach	Schedule C	FHS
Josh	Groth	Baseball Assistant Coach	Schedule C	FHS
Mohammed	Haji Essa	Custodian	\$15.66/hour	FHS
Trevor	Hess	Spring Strength Training Coach	Schedule C	FHS
Hannah	Johnson	Girls Track Assistant Coach	Schedule C	FHS
Jeffrey	Johnson	Musical Director	Schedule C	FHS
Denise	Kaeter	LTS Teacher	MA/step 2	FMS
Merina	Lenz	Girls Track Assistant Coach	Schedule C	FHS
Victoria	Martinson	Softball Pitching Coach	Schedule C	FHS
Sam	Mehchoir	Baseball Pitching Coach	Schedule C	FHS
Tarek	Morey	Softball Assistant Coach	Schedule C	FHS
Matthew	Nalepka	Baseball Assistant Coach	Schedule C	FHS
Dan	Nalepka	Baseball Head Coach	Schedule C	FHS
Christine	Nalepka	Spring Strength Training Coach	Schedule C	FHS
Aaron	Quach	Boys Tennis Coach	Schedule C	FHS
Justin	Reese	Head Track Coach	Schedule C	FHS
Ahmad	Samadi	Spanish Club Advisor	Schedule C	FHS
Reuben	Thomas	Cook Manager	\$18.77/hour	RLS
Sam	Vossler	Boys Track Assistant Coach	Schedule C	FHS
Elizabeth	Winkelman	Boys Track Assistant Coach	Schedule C	FHS
Darian	Winslow	Girls Track Assistant Coach	Schedule C	FHS
Dan	Wold	5-6 <sup>th</sup> grade Play Technical Director	Schedule C	FMS

### Leave Requests (2020-2021)

- Kevin Bottiger has requested a leave of absence from his teacher position at Hayes Elementary effective April 5, 2021 through June 11, 2021.

- Brittany Breitbach has requested a leave of absence from her teacher position at Stevenson Elementary from March 5, 2021 through March 26, 2021.
- Jessica Ellestad has requested a leave of absence from her paraeducator position at Fridley Middle School, effective April 12, 2021 through April 23, 2021.
- Lyn Peterson has requested a leave of absence from her cook position at Fridley High School, effective March 15, 2021 through April 9, 2021.
- Bryce Richter has requested a leave of absence from his teacher position at Fridley High School, effective, April 5, 2021 through May 3, 2021.
- Brian Thomas has requested a leave of absence from his teacher position at Fridley Middle School effective April 19, 2021 through June 11, 2021.

#### **Leave Requests (2021-2022)**

- Cassandra Byrne has requested a leave of absence from her nurse position at the district, effective August 30, 2021 through October 1, 2021.
- Andrew Haaheim has requested a leave of absence from his teacher position at Fridley High School for school year 2021-2022.
- Danielle Thompson has requested a leave of absence from her APOSA position at Fridley Public Schools, effective September 11, 2021 through December 8, 2021.

#### **Resignations (2020-2021)**

- Travis Bertram resigned his teacher position at Fridley Middle School, effective June 11, 2021
- Barry Edelstein resigned his custodian position at Fridley Middle School, effective March 26, 2021.
- Jennifer Kampa resigned her paraeducator position at Fridley Middle School, effective April 29, 2021.
- Gary Keeler resigned his building monitor position at Fridley Community Center, effective February 1, 2021.
- Laura Lusardi resigned her teacher position at Fridley High School, effective June 11, 2021
- Habso Mohamud resigned her building substitute teacher position at Fridley Middle School, effective March 11, 2021.
- Anthony Nichols resigned his Classroom Assistant position, effective January 26, 2021.

#### **Retirements (2020-2021)**

- Marian Calabrese will retire from her paraeducator position at Fridley Community Center, effective June 10, 2021.

#### **Terminations (2020-2021)**

- Mohammed Haji Essa was terminated from his custodian position at Fridley High School, effective March 26, 2021.

# 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 2021-2022 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 2021-2022 school year, and in no way is required or expected by the School District or Clerical, Media Clerks, Health Assistants, and Technology Assistants (School Service Employees Union, Local 284). This agreement shall be for the 2021-2022 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

\_\_\_\_\_  
Shelly Johnson  
SEIU Local 284

\_\_\_\_\_  
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 2021-2022 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 2021-2022 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 2021-2022 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

\_\_\_\_\_

\_\_\_\_\_

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 2021-2022 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 choosing 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 2021-2022 school year, and in no way is required or expected by the School District or Fridley Education Association. This agreement shall be for the 2021-2022 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

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Date

Fridley School District #14 Representatives

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School Board Chair

Date

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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 2021-2022 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 2021-2022 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 2021-2022 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

\_\_\_\_\_  
Shelly Johnson  
SEIU Local 284

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tamara Packard  
Union Stewart

\_\_\_\_\_  
Date

Fridley School District #14 Representatives

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Board Clerk

\_\_\_\_\_  
Date

# Letter of Agreement

Between

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

This letter of agreement is in regards to employee medical for the 2021-2022 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 2021-2022 school year, and in no way is required or expected by the School District or Paraeducators (School Service Employees Union, Local 284). This agreement shall be for the 2021-2022 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.

Paraeducators (School Service Employees Union, Local 284) Representative

\_\_\_\_\_  
Shelly Johnson  
SEIU Local 284

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kim Kaneakua  
Union Stewart

\_\_\_\_\_  
Date

\_\_\_\_\_  
Roberta Peterson  
Union Stewart

\_\_\_\_\_  
Date

Fridley School District #14 Representatives

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Board Clerk

\_\_\_\_\_  
Date

## **Agreement To Provide Special Education and Related Staffing**

This Agreement is made and entered into by and between the Northeast Metropolitan Intermediate School District No. 916 (“Northeast Metro 916”) and Independent School District No. 14 (“School District”) on this 1<sup>st</sup> day of July, 2021, for the purpose of Northeast Metro 916 providing special education and/or related staffing to students enrolled in and receiving educational and related services at the School District.

WHEREAS, Northeast Metro 916 is a Minnesota intermediate school district providing special education and related services to students whose resident school districts request such services to be provided by Northeast Metro 916; and

WHEREAS, the School District is a Minnesota independent school district providing educational services to or for its resident students; and

WHEREAS, the School District desires Northeast Metro 916 to provide special education and/or related services to those students enrolled in and as requested by the School District; and

WHEREAS, Northeast Metro 916 is willing and has the authority to enter into an Agreement to provide special education and/or related services to students enrolled in the School District, pursuant to Minnesota Statutes, Chapter 136D;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE SCHOOL DISTRICT AND NORTHEAST METRO 916 AS FOLLOWS:

### **I. School District Obligations**

1. The School District shall be solely responsible for ensuring that appropriate special education and/or related services are made available to its resident students.
2. The School District shall submit any requests for educational and related services for its students in writing in any format, including electronic. Such requests shall specify the nature of the services requested, the number of students to be served, the full time equivalent (FTE) needed, and the location at which the services will be provided.
3. The School District shall be responsible to pay, on a timely basis, any and all invoices submitted by Northeast Metro 916 for the services it provides on behalf of the School District.
4. The School District shall be responsible for state and federal reporting requirements relating to the students receiving educational and/or related services under this Agreement, such as MARSS reporting.
5. The School District shall provide supervision of Northeast Metro 916 employees providing special education and/or related services at the School District, as it relates to sign-in/sign-out procedures, classroom and office usage, and similar site procedures,

although the Northeast Metro 916 employees shall remain employees only of Northeast Metro 916. The School District shall notify Northeast Metro 916 of any known non-compliance by Northeast Metro 916 employees with such School District procedures.

6. The number of days in this contract shall be determined by the Northeast Metro 916's employee's labor agreement subject to the School District's pro rata share of the FTE assignment.

## II. Northeast Metro 916 Obligations

7. Northeast Metro 916 shall provide special education and/or related services as requested by the School District with appropriately licensed Northeast Metro 916 employees. Northeast Metro 916 shall be responsible for STAR reporting requirements relating to the staffing provided the School District.
8. The individuals assigned to provide special education and/or related services at the School District by Northeast Metro 916 shall be Northeast Metro 916 employees, and shall be hired, retained, assigned, directed, supervised, evaluated, compensated, disciplined or terminated by Northeast Metro 916, according to applicable Northeast Metro 916 employment agreements, Northeast Metro 916 policies and procedures and any applicable state or federal laws or regulations.
9. Despite the preceding language, the parties expect that the School District shall provide site supervision of the Northeast Metro 916 employee while providing services at the School District as it relates to sign-in/sign-out, classroom and office usage, and other site procedures. The Northeast Metro 916 employees assigned to work at the School District shall abide by any and all School District procedures of which s/he is notified.
10. Northeast Metro 916 shall set staffing reimbursement rates for the special education and related services it provides at the School District and shall issue billing invoices quarterly, consistent with the Northeast Metro 916 billing cycle. Billing shall also include reimbursement for staff mileage and travel time and the costs of supplies, equipment and overhead.
11. This Agreement shall not be construed to give rise to any employment relationship between the School District and any Northeast Metro 916 employee assigned to work at the School District.

## III. Transportation of Students

Student transportation shall be provided and paid for by the School District, as required by state and federal laws.

## IV. Data Practices

Nothing in this Agreement shall be construed to be contrary to Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act ("MGDPA"), and in particular, Minn. Stat. § 13.32, and the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") regarding the creation and maintenance of educational records. All of the data created, collected, received, stored, used or maintained by the parties in performing functions under this Agreement

is subject to the requirements of the MGDPA and FERPA and the parties must comply with those requirements.

#### V. Insurance and Liability

Nothing in this Agreement shall constitute a waiver of the rights, privileges and benefits to which either party is entitled under Minnesota Statutes. The liability and monetary limits of liability of the School District and Northeast Metro 916 shall be governed by the Minnesota Government Tort Claims Act, Minnesota Statutes, Chapter 466, et. seq., and other applicable law. Northeast Metro 916 and the School District shall each maintain insurance against claims arising out of or relating to the provision of services under this Agreement, in an amount and of a nature consistent with each party's Board policies, procedures or practices and as required by the laws of the State of Minnesota.

#### VI. Term and Cancellation

This Agreement shall commence on the date indicated below and shall remain in effect through June 30, 2022, unless Northeast Metro and the School District mutually agree to terminate or cancel the Agreement prior to that date by 60 days written notice. Written notices under this Agreement shall be sent to:

For Northeast Metro 916:

Director of Special Education  
Northeast Metro 916  
2540 East County Road F  
White Bear Lake, MN  
55110

For The School District:

Director of Special Education  
Fridley Independent School District No. 14  
6000 West Moore Lake Drive  
Fridley, MN  
55432

#### VII. Renewal

The parties to this Agreement may renew this Agreement if mutually agreed upon in one-year increments by executing a written renewal agreement at least sixty (60) days prior to expiration of the Agreement or any subsequent renewal period, subject to the same terms and conditions as this Agreement, or as otherwise mutually agreed upon.

VIII. Assignment

Neither party to this Agreement shall assign, delegate or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

X. Amendments

This Agreement may be amended during the term of this Agreement and may only be amended in writing by the mutual agreement of the parties.

XI. Entire Agreement

This Agreement contains the entire Agreement between the parties with regard to the matters set forth herein.

IN WITNESS WHEREOF, Independent School District No. 14 and Northeast Metropolitan Intermediate School District No. 916 have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**INDEPENDENT SCHOOL DISTRICT NO. 14**

\_\_\_\_\_  
School Board Chairperson Date: \_\_\_\_\_

Laura Seifert -Hutting  
Director of Special Services Date: 4-9-21

**NORTHEAST METROPOLITAN INTERMEDIATE SCHOOL DISTRICT NO. 916**

Marilyn Kowalski  
School Board Chairperson Date: 4/8/21

Vicki Bo  
Director of Special Education Date: 4/8/21

**MEMORANDUM OF UNDERSTANDING REGARDING SIDEWALK/TRAIL  
CONSTRUCTION**

This Memorandum of Understanding (this “MOU”) is made this \_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Fridley, a Minnesota municipal corporation (the “City”) and Independent School District No. 14, Fridley Public Schools, a Minnesota body corporate and politic (the “District”).

**RECITALS**

**WHEREAS**, the District is the owner of real property legally described as:

Lots 16 through 30, Block 7, together with Lots 16 through 30, Block 6, Moore Lake Addition, according to the recorded plat thereof; also together with that part of vacated 60<sup>th</sup> Avenue NE adjacent to said Lot 7, Block 30 and Lot 16, Block 6, Moore Lake Addition

(the “District Property”); and

**WHEREAS**, the City has requested that the District grant the City an easement over the District Property for sidewalk/trail purposes (the “Sidewalk/Trail Easement”); and

**WHEREAS**, the District is willing to grant the City the Sidewalk/Trail Easement provided that the City and the District enter into this MOU regarding the City’s construction of the sidewalk/trail on the District Property; and

**NOW, THEREFORE**, on the basis of the mutual covenants and agreements hereinafter provided, it is hereby agreed by and between the parties hereto as follows:

1. The District agrees to grant the City the Sidewalk/Trail Easement by executing the Perpetual Sidewalk / Trail Easement Agreement which is attached as Exhibit A (the “Easement Agreement”). The Easement Agreement shall be signed by both parties upon approval and execution of this MOU by both parties. The City shall be responsible for recording the Easement Agreement.
2. Construction of the sidewalk/trail improvements on the District Property is expected to occur in either 2021 or 2022, and will be performed and completed from June to August in the year of construction.
3. The City shall maintain the completed sidewalk/trail improvements.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the day and year written above.

**CITY OF FRIDLEY**

By: \_\_\_\_\_  
Scott Lund  
Its: Mayor

By: \_\_\_\_\_  
Walter T. Wysopal  
Its: City Manager

**INDEPENDENT SCHOOL DISTRICT  
NO. 14**

By: \_\_\_\_\_  
Donna Prewedo  
Its: Board Chair

By: \_\_\_\_\_  
Kim Hiel  
Its: Superintendent

**EXHIBIT A**

**Sidewalk/Trail Easement Agreement**

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THIS INSTRUMENT PREPARED BY:

City of Fridley  
7071 University Avenue NE  
Fridley, MN 55432

PIN No(s):      23-30-24-12-0005  
                         23-30-24-12-0004  
                         \_\_\_\_\_

**PERPETUAL SIDEWALK / TRAIL EASEMENT AGREEMENT**

This Easement Agreement (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Fridley Public Schools, Independent School District No. 14, a Minnesota body corporate and politic ("Owner") and the City of Fridley ("City"), a Minnesota municipal corporation, as follows:

WHEREAS, Owner is the fee owner of the property legally described as follows:

Lots 16 through 30, Block 7, together with Lots 16 through 30, Block 6, Moore Lake Addition, according to the recorded plat thereof; also together with that part of vacated 60<sup>th</sup> Avenue NE adjacent to said Lot 7, Block 30 and Lot 16, Block 6, Moore Lake Addition

(the "Property"); and

WHEREAS, the City would like to construct a sidewalk / trail over the Property; and

WHEREAS, Owner has agreed to grant the City an easement for the sidewalk / trail over the Property, subject to the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of one dollar, the conditions, covenants, and mutual agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Owner grants and conveys to the City a permanent non-exclusive easement for sidewalk / trail purposes over, under, across, through, and upon the portions of the Property legally described and depicted in the attached Exhibit A (the "Sidewalk / Trail Easement"). Said Sidewalk / Trail Easement includes the right of the City, its contractors, agents, and employees to locate, construct, operate, maintain, alter, and repair sidewalk / trail facilities and improvements within the Sidewalk / Trail Easement area.
2. The rights of the City also include the right of the City, its contractors, agents, and employees:

- a. To enter upon the Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, maintenance, replacement, grading, sloping, and restoration relating to the Sidewalk / Trail facilities and improvements; and
  - b. To remove and relocate from the Sidewalk / Trail Easement area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction, operation, functioning, and maintenance of the sidewalk / trail facilities and improvements; and
  - c. To remove or otherwise dispose of all earth or other material excavated from the Sidewalk / Trail Easement area as the City may deem appropriate for purposes of constructing and maintaining the sidewalk / trail facilities and improvements.
3. The City shall be responsible for maintaining the sidewalk / trail facilities and improvements and shall be responsible for removal of accumulations of snow and ice from the sidewalk / trail. Notwithstanding the City's obligation to maintain the sidewalk / trail facilities and improvements for purposes of constructing and maintaining the sidewalk / trail facilities and improvements, Owner shall retain responsibility for maintenance of the Property, including maintenance of existing drainage and utility services to the Property and components thereof, Owner's other surface improvements on the Property, and vegetation in compliance with all existing and future federal, state, and local requirements.
4. Owner shall not interfere with and shall not perform or undertake any activity that could damage or restrict the City's rights under this Agreement. Owner will keep the Sidewalk / Trail Easement area free of encroachments, except as may be approved by the City. If Owner fails to keep the Sidewalk / Trail Easement Area free of encroachments that are not otherwise approved by the City, the City may remove the encroachments.
5. Owner warrants that subject to existing easements, if any, for public highways, roads, railroads, laterals, ditches, pipelines and electrical transmission and/or distribution lines and telephone and cable television lines covering the Property, the Owner is lawfully possessed of the Property and has good and lawful right and power to convey the easement to the City, and that the Property is free and clear of all liens and encumbrances except as recorded in the public records.
6. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Owner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.
7. This Agreement runs with the Property and is binding on the Owner and the City and their successors and assigns. This Agreement shall be recorded in the records of Anoka County, Minnesota.
8. The City and its successors and assigns shall defend, indemnify, and hold harmless the Owner, its officials, agents, and employees from and against all suits, demands, causes of action, liabilities, or claims thereof for injury or damages of whatever nature, including death, or damage to property arising out of or related to any activity of the City, its officials, employees, agents, contractors, and invitees within the Sidewalk / Trail Easement area or the Property. Owner, its successors and assigns, shall defend, indemnify, and hold harmless the City, its officials, agents, and employees, up to the maximum liability limits provided by Minnesota Statutes, Chapter 466, against all suits, demands, causes of action, liabilities, or claims thereof for injury or damages of whatever nature, including death or damage to property arising out of or related to any activity of Owner, its agents, employees, contractors, and invitees within the Sidewalk / Trail Easement area or the Property.

**OWNER**

INDEPENDENT SCHOOL DISTRICT NO. 14

By: \_\_\_\_\_  
Donna Prewedo

By: \_\_\_\_\_  
Kim Hiel

Its: Board Chair

Its: Superintendent

STATE OF MINNESOTA        )  
                                          ) ss.  
COUNTY OF ANOKA         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Donna Prewedo and Kim Hiel, the Board Chair and Superintendent, respectively, of Independent School District No. 14, a Minnesota body corporate and politic, on behalf of the District.



(Use this space for notary stamp/seal)

\_\_\_\_\_  
Notary Public

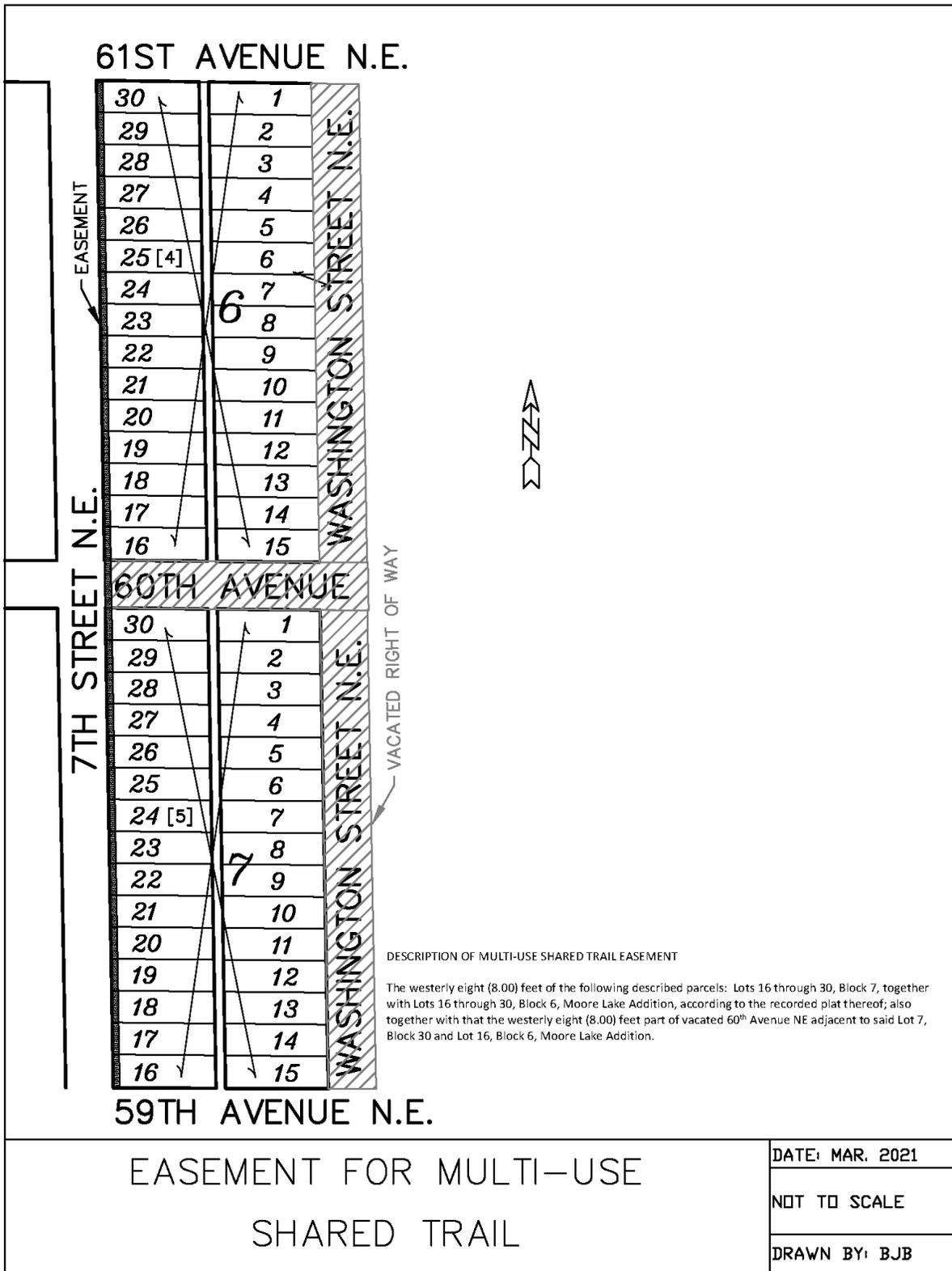
Print Name \_\_\_\_\_

My commission expires \_\_\_\_\_

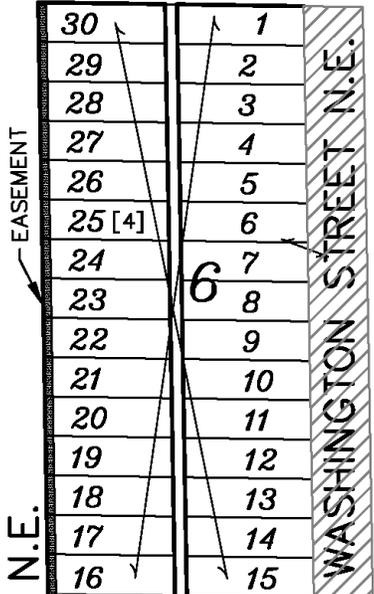


**EXHIBIT A TO EASEMENT AGREEMENT**

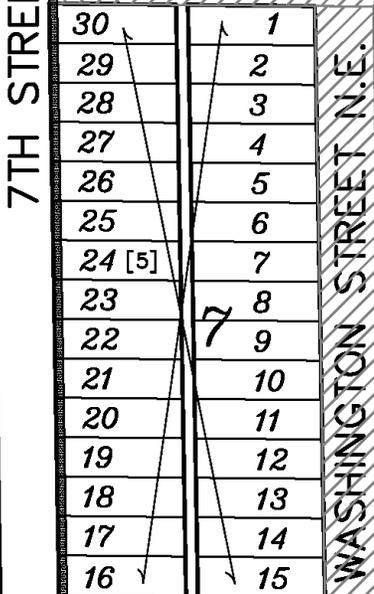
**Legal Description and Depiction of the Sidewalk / Trail Easement Area**



61ST AVENUE N.E.



60TH AVENUE



59TH AVENUE N.E.

DESCRIPTION OF MULTI-USE SHARED TRAIL EASEMENT

The westerly eight (8.00) feet of the following described parcels: Lots 16 through 30, Block 7, together with Lots 16 through 30, Block 6, Moore Lake Addition, according to the recorded plat thereof; also together with that the westerly eight (8.00) feet part of vacated 60<sup>th</sup> Avenue NE adjacent to said Lot 7, Block 30 and Lot 16, Block 6, Moore Lake Addition.

EASEMENT FOR MULTI-USE  
SHARED TRAIL

DATE: MAR. 2021

NOT TO SCALE

DRAWN BY: BJB

**Anoka County Contract No. C0008487**  
**JOINT POWERS AGREEMENT BETWEEN**  
**ANOKA COUNTY AND INDEPENDENT SCHOOL DISTRICT 14**  
**FOR ELECTION SERVICES**

This is a Joint Powers Agreement between the County of Anoka ("County") and Independent School District 14 ("School District") entered into pursuant to Minn. State. 471.59, for the provision of election services by Anoka County on behalf of the School District.

**I. DURATION OF CONTRACT**

This contract will be in effect for the period beginning on April 1, 2021 and ending on December 31, 2021 and will apply to any and all school district elections held during the duration of the contract.

**II. CONTRACT RENEWAL AND TERMINATION**

This contract may be renewed by written consent of the County and School District. This contract may be terminated with 30 days written notice by either party.

**III. COUNTY RESPONSIBILITIES**

Except as otherwise provided in this contract, the County will perform the statutory duties of School District Clerk, as related to the conduct of elections by performing the following service:

- A. Provide for retention of election records as required by statute;
- B. Recruit, train, and supervise staff to carry out the duties specified in this contract;
- C. Provide election-related information on the County web site;
- D. Administer campaign financial reporting activities;
- E. Perform duties of candidate filing officer, including acceptance of affidavits of candidacy and petitions;
- F. Perform post-election activities including preparation of notice of election, acceptance of office and oath of office; administer the oaths of office at a meeting of the school district board;
- G. Arrange for lease of voting equipment from other governmental units to be used at school district elections as necessary; negotiate lease agreements on behalf of the school district and forward to the school district for execution; ensure invoices are directed to the school district;
- H. Plan, organize, and administer the activities of all voting equipment system components and associated devices used in Anoka County precincts;
- I. Procure and administer agreements for programming, layout and printing of ballots for School District; ensure invoices are directed to the school district;
- J. Provide election forms, supplies, and other related materials for each polling place;
- K. Test ballot counters and ballot marking devices; conduct preliminary tests and public accuracy tests of voting systems utilized in the elections;
- L. Coordinate delivery of equipment and supplies to and from each polling place and in-person absentee voting location;
- M. Prepare and publish election notices; provide invoice to school district for publication costs;
- N. Mail to each household with a registered voter a notice as required by Minnesota Statutes §204B.16, subd. 1a; (polling places); provide invoice to school district for printing and mailing costs;
- O. Prepare and distribute statutorily required election notices for posting.
- P. Identify and arrange for the use of polling places for all school district elections; verify suitability and substantial compliance with federal and state accessibility requirements;
- Q. Set pay rate for election judges;
- R. Recruit, hire, train, assign, and pay Election Judges;
- S. Provide invoice to school district for reimbursement of Election Judges;

- T. Administer all provisions of MN Statute Chapter 204B related to absentee voting for all school district elections held under this contract;
- U. Provide voting stations for absentee voting;
- V. Compile and report election results and election statistics for dissemination to the appropriate canvassing boards and the public;
- W. Conduct recounts for the School District offices and ballot questions.

**IV. SCHOOL DISTRICT RESPONSIBILITIES**

The School District will perform the following election-related responsibilities for all School District elections held during the duration of this contract:

- A. Designate a person who will be the principal contact for the County;
- B. Retain permanent archive of election results;
- C. Prepare maps of school district election districts and precinct boundaries and provide to the county in electronic format and printed copies as requested;
- D. Provide final approval for polling place locations;
- E. Provide proof of general liability and worker’s compensation insurance (Hold Harmless Agreement) to polling place administrators as requested.
- F. Reimburse county for election judge payments;
- G. Approve roster of election judges and provide for appointment by the School Board;
- H. Execute equipment lease agreements;
- I. Provide the information to be printed on the ballot required in Minnesota Statutes §126C.17, subdivision 9(a);
- J. Provide the title and text of School District questions to be placed on the ballot;
- K. Provide vehicles and personnel for delivery of equipment and supplies to each polling place as necessary or required;
- L. Prepare mailing lists and official notice to each property owner in the School District as required by Minnesota Statutes §126C.17, subdivision 9(b);
- M. Conduct official canvass of election results following each School District election.

**VI. INDEMNIFICATION**

Each Party agrees that it will be responsible for its own acts, including its agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party and the results thereof.

**VII. LEGAL REPRESENTATION**

The Anoka County Attorney's office will advise and represent the County in all election-related matters, except that the School District Attorney and/or designee will advise and represent the School District.

**VIII. ELECTION COSTS AND PAYMENTS**

The base cost of election services provided by the County to the School District under this agreement, for regularly scheduled school district general elections (as defined in MN Statutes 200.02), including special elections held concurrently with regularly scheduled general elections shall be \$2000 per precinct plus an itemized billing for the cost of ballot printing, legal notice publication costs, cost of election judge salaries, and printing.

The County shall submit an invoice to the School District for 50% of the base cost of election services for each general or special election upon receipt of the Official Notification of Election as required by MN Statute 205A.07 Subd. 3. Invoices for the balance of the base cost and the actual cost of other items and services covered by this contract shall be submitted to the School District no later than 60 days following each election.

In the event of early termination of this contract by the school district, Anoka County shall bill the school district and the school district shall be responsible for all costs incurred by the county under this agreement, up to and including the date notice of cancellation is received by the county.

**IX. INDEPENDENT CONTRACTOR**

It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting the County as the employee of the School District for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents, nor its representatives are employees of the School District. From any amounts due the County, there shall be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law. Payment of federal income tax; FICA payments, and state income taxes are the responsibility of the County.

**X. DATA PRACTICES**

All data created, collected, received, maintained, or disseminated for any purpose in the course of this contract is governed by the Minnesota Government Data Practices Act, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

**XI. ENTIRE AGREEMENT**

This contract shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.

**COUNTY OF ANOKA**

**INDEPENDENT SCHOOL DISTRICT 14**

By: \_\_\_\_\_

By: \_\_\_\_\_

Scott Schulte, Chair  
County Board of Commissioners

Its: \_\_\_\_\_  
Independent School District 14

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM**

**APPROVED AS TO FORM**

By: \_\_\_\_\_

By: \_\_\_\_\_

County Attorney

School District Counsel

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## 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 the school district's one-to-one device rules and regulations:
  - 42.43. Violation of school rules, regulations, policies or procedures; including but not limited to, those policies specifically enumerated in this policy;
  - 43.44. 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 of 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**



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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 409 \(Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices\)](#)



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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 April 21, 2020

## 514 BULLYING PROHIBITION POLICY

### I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate, and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

### II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, contracted staff, other employee, or volunteer of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.

F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures. The school district may take into account the following factors:

1. The developmental ages and maturity levels of the parties involved;
2. The levels of harm, surrounding circumstances, and nature of the behavior;
3. Past incidences or past or continuing patterns of behavior;
4. The relationship between the parties involved; and
5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

### III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:

1. An actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern: or
2. Materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying as defined in this policy.

- B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network, Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. "Immediately" means as soon as reasonably possible.
- D. "Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that does the following:
  1. Causes physical harm to a student or student's property or causes a student to be in reasonable fear of harm to person or property;
  2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
  3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. "On school premises, on school district property, at school- functions" or activities, or on school transportation means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for



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school district purposes, the area of entrance or departure from school grounds, 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 bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

- F. "Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.
- G. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- H. "Student" means a student enrolled in a public school or a charter school.

#### IV. REPORTING PROCEDURE

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal's designee or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or any other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to

the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately.
- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

## V. SCHOOL DISTRICT ACTION

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, 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. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy (Policy 506 Student Discipline) and other applicable school district policies; and applicable regulations.

- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident, of the remedial action taken, to the extent permitted by law.

F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not engage in bullying or other prohibited conduct.

## VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits and act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation or alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

## VII. TRAINING AND EDUCATION

- A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.
- B. The school district shall require ongoing professional development, consistent with Minn. Stat. § 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to the following:
  - 1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
  - 2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
  - 3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
  - 4. The incidence and nature of cyberbullying; and
  - 5. Internet safety and cyberbullying.
- C. ~~—~~The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and

recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
  2. Partner with parents and other community members to develop and implement prevention and intervention programs;
  3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
  4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
  5. Teach students to advocate for themselves and others;
  6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
  7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy in the student handbook.

## VIII. NOTICE



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- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.
- C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

## **IX. POLICY REVIEW**

To the extent practicable, the School Board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minn. Stat. § 121A.031 and other applicable law.

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

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 120A.05, Subds. 8, 11, 13, and 17 (Definition of Public School)  
Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)  
Minn. Stat. § 121A.031 (School Student Bullying Policy)  
Minn. Stat. § 121A.0311 (Notice of Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.69 (Hazing Policy)  
Minn. Stat. Ch. 124E (Charter School)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20. U.S.C. § 1232g et seq. (Family Educational Rights and Privacy Act)  
34 C.F. R. §§ 99.1-99.67 (Family Educational Rights and Privacy)

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

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 413 (Harassment and Violence)



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MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

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

MSBA/MASA Model Policy 423 (Employee-Student Relationships)

MSBA/MASA Model Policy 501 (School Weapons Policy)

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 507 (Corporal Punishment)

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)

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 529 (Staff Notification of Violent Behavior by Students)

MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)

MSBA/MASA Model Policy 711 (Videotaping on School Buses)

MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

**School Board Action:**

Adopted as Policy 514 Bullying, November 27, 2007

Revised July 15, 2014



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### **Bullying Incident Report Form**

“Bullying” means any written, verbal or electronic communication, or any physical act or gesture, which causes distress to one or more students and which substantially interferes with another student’s educational benefits, opportunities, or performance. Independent School District 14 maintains a firm policy prohibiting bullying in all forms.

Your name: \_\_\_\_\_ Today’s Date \_\_\_\_\_

Name of the person who bullied you: \_\_\_\_\_

Incident Details:      Date \_\_\_\_\_ Time \_\_\_\_\_

Place \_\_\_\_\_

Reported to: \_\_\_\_\_ Date: \_\_\_\_\_

Describe what happened as clearly as possible, including exactly what was said or done by everyone involved. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Continue on the back of this form if necessary.)

Names of witnesses:  
\_\_\_\_\_  
\_\_\_\_\_

Policy 514 Bullying Prohibition Policy – Addendum A



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## 616 School District Systems Accountability

### I. PURPOSE

The purpose of this policy is to focus public education strategies on a process which promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding the implementation of the Minnesota Academic Standards and federal law.

### II. GENERAL STATEMENT OF POLICY

Implementation of the Minnesota Academic Standards and federal law will require a new level of accountability for the school district. The school district will establish a system to transition to the graduation requirements of the Minnesota Academic Standards. The school district will also establish a system to review and improve instruction, curriculum, and assessment which will include substantial input by students, parents or guardians, and local community members. The school district will be accountable to the public and the state through annual reporting.

### III. DEFINITIONS

- A. “Credit” means a student’s successful completion of an academic year of study or a student’s mastery of the applicable subject matter, as determined by the school district.
- B. ”–Graduation Standards” means the credit requirements and locally adopted content standards or Minnesota Academic Standards that school districts must offer and certify that students complete to be eligible for a high school diploma.
- C. “World’s best workforce” means striving to: meet school readiness goals; have all third grade students achieve grade-level literacy; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.

### IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING

- A. School District Goals. The school board shall establish district-wide goals which provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota Academic Standards and federal law. The broad goals shall be reviewed annually.

- B. System for Reviewing All Instruction and Curriculum. Incorporated in the process will be analysis of the school district's progress toward implementation of the Minnesota Academic Standards. Instruction and curriculum shall be reviewed and evaluated by taking into account strategies and best practices, student outcomes, principal evaluations under Minn. Stat. § 123B.147, Subd. 3, and teacher evaluations under Minn. Stat. § 122A.40, Subd. 8, or 122A.41, Subd. 5.
- C. Implementation of Graduation Requirements
1. The Director of Teaching & Learning shall advise the School Board on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. The School Board shall receive public input and comment and shall adopt or update this policy at least annually.
  2. The School Board shall annually review and determine if student achievement levels at each school site meet federal expectations. If the School Board determines that student achievement levels at a school site do not meet federal expectations and the site has not made adequate yearly progress for two consecutive school years, the Director of Teaching & Learning shall work with the school site to adopt a plan to raise student achievement levels to meet federal expectations.
  3. The educational assessment system component utilized by the School Board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of achievement growth that show an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or districtwide assessments. The School Board will utilize models developed by the Commissioner for measuring individual student progress. The school board must coordinate with MDE in evaluating school sites and continuous improvement plans, consistent with best practices.
- D. District Advisory Committee
1. By October 15 of each year, the District Advisory Committee shall meet to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process and implementation of the Minnesota Academic Standards.
  2. The District Advisory Committee, working in cooperation with other committees of the school district shall provide active community participation in:



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- a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota Academic Standards;
  - b. Identifying annual instruction and curriculum improvement goals for recommendation to the school board;
  - c. Making recommendations regarding the assessment and evaluation process that will be used to measure progress toward the district goals;
  - d. Advising the school board about development of the annual budget.
3. The District Advisory Committee shall meet the following criteria:
- a. The District Advisory Committee shall ensure active community participation in all planning for instruction and curriculum affecting Minnesota Academic Standards.
  - b. The District Advisory Committee shall make recommendations to the school board on school district-wide standards, assessments, and program evaluation.
  - c. Building teams may be established as subcommittees to develop and implement a site improvement plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.
4. The District Advisory Committee shall, when possible, be comprised of two-thirds community representatives and shall reflect the diversity of the community. Included in its membership should be:
- ~~a.~~ a. ~~The~~ Director of Teaching and Learning
  - b. Director of Special Services
  - ~~a-c.~~ c. Equity and Inclusion Coordinator
  - b. Principal
  - c. School Board Member
  - d. Student Representatives



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- e. One teacher from each building or instructional level
  - f. Two parents from each building or instructional level
  - g. ~~Two residents without school aged children, non representative of local business or industry~~
  - h. ~~Two residents representative of local business or industry~~
  - i. School District Test Administrator (if different from “a.” above)
5. Translation services should be provided to the extent appropriate and practical.

E. Reporting.

1. Consistent with Minn. Stat. § 120B.36, Subd. 1, the school board shall publish a report in the local newspaper with the largest circulation in the district, by mail, or by electronic means on the school district website. The school board shall hold an annual public meeting to review and revise, where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction, and to review school district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to the worlds’ best workforce. The school board must transmit an electronic summary of its report to the Commissioner in the form and manner the Commissioner determines. The school district shall periodically survey affected constituencies about their connection to and level of satisfaction with school. The school district shall include the results of this revaluation in its summary report to the Commissioner.
2. The school performance report for a school site and a school district must include performance reporting information and calculate proficiency rates as required by the most recently reauthorized Elementary and Secondary Education Act.

***Legal References:***

~~[Minn. Stat. § 120B.018 \(Definitions\)](#)~~

Minn. Stat. § 120B.02 (Educational Expectations for Minnesota’s Students)

~~[Minn. Stat. § 120B.018 \(Definitions\)](#)~~

Minn. Stat. § 120B.11 (School District Process)

Minn. Stat. § 120B.35 (Student Achievement Levels)



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Minn. Stat. § 120B.36 (School Accountability; Appeals Process)  
Minn. Stat. § 122A.40, Subd. 8 (Employment; Contracts; Termination)  
Minn. Stat. § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)  
Minn. Stat. § 123B.04 (Site Decision Making Agreement)  
Minn. Stat. § 123B.147, Subd. 3 (Principals)  
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)  
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)  
Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)  
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)  
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)  
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)  
20 U.S.C. § 6301, *et seq.* (No Child Left Behind Act)

***Cross References:***

MSBA/MASA Model Policy 104 (School District Mission Statement)  
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)  
MSBA/MASA Model Policy 613 (Graduation Requirements)  
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)  
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)  
MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)  
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)  
MSBA/MASA Model Policy 619 (Staff Development for Standards)  
MSBA/MASA Model Policy 620 (Credit for Learning)

***School Board Action:***

Adopted as Policy June 21, 2016  
Revised June 18, 2019  
Revised January 21, 2020



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## 806 CRISIS MANAGEMENT POLICY

### I. PURPOSE

The purpose of this Crisis Management Policy is to act as a guide for the school and building administrators, school employees, students, School Board members, and community members to address a wide range of potential crisis situations in the school district. The Fridley School District develops building-specific crisis management plans for each school building in the district and sections or procedures may be added or deleted in those crisis management plans based on building needs.

The school district will, to the extent possible, engage in ongoing emergency planning within the school district and with first responders and other relevant community organizations. The school district will ensure that relevant first responders in the community have access to their building-specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

### II. GENERAL INFORMATION

#### A. The Policy and Plans

The school district's Crisis Management Policy has been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each building administrator can tailor a building-specific crisis management plan to meet that building's specific situation and needs.

The school district's administration and/or the administration of each building shall present tailored building-specific crisis management plans to the School Board for review and approval along with the district Emergency Crisis Management Guide. Upon approval by the School Board, such crisis management plans shall be an addendum to this Crisis Management Policy. The Policy and the plans will be maintained and updated on an annual basis.

#### B. Elements of the District Crisis Management Policy

1. **General Crisis Procedures:** The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by building administrators when creating the building-specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis

setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the Building Crisis Response Team. A secondary method of communication should be included when the primary method of communication is inoperable. Each building will have access to an Emergency Crisis Management Guide to assist in the development of the building-specific crisis management plans. Finally, all general crisis procedures will address specific procedures for children with special needs such as physical, sensory, motor, developmental, and mental health challenges.

- a. Lock-Down Procedures. Lock down procedures will be used in situations where harm may result to persons inside the school building, such as shooting, hostage incident, intruder, trespass, disturbance, or when determined to be necessary by the building administrator/designee. The building administrator or designee will announce the lock down over the public address system or other designated system. Code words will not be used. Provision for emergency evacuation will be maintained even in the event of a lock down. Each building administrator will submit lock down procedures for the building as part of the building-specific crisis management plan. Each building will conduct five lock-down drills each school year.
  - b. Evacuation Procedures. Evacuation of classrooms and buildings shall be implemented at the discretion of the building administrator or designee. Each building's crisis management plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until released by the building administrator or designee. Safe areas may change based upon the specific emergency situation. The evacuation procedures should include specific procedures for children with special needs, including children with limited mobility (wheelchairs, braces, crutches, etc.) visual impairments, hearing impairments, and other sensory, developmental, or mental health needs. The evacuation procedures should also address transporting necessary medications for students that take medications during the school day. Each building will conduct five fire drills and one tornado drill each school year.
  - c. Sheltering Procedures. Sheltering provides refuge for students, staff, and visitors within the school building during an emergency. Shelters are safe areas that maximize the safety of inhabitants. Safe areas may change based upon the specific emergency. The building administrator or designee will announce the need for sheltering over the public address system or other designated system. Each building administrator will submit sheltering procedures for the building as part of the building-specific crisis management plan.
2. Crisis-Specific Procedures: The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-

sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.

### 3. Building Crisis Response Teams

- a. **Composition.** The building administrator in each school building will select a building crisis response team that will be trained to respond to emergency situations. All building crisis response team members will receive on-going training to carry out the building's crisis management plans and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability, to the extent possible, building crisis response teams will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the building administrator. Each building will maintain a current list of building crisis response team members which will be updated annually. The building administrator and alternative designees will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office.
- b. **Leaders.** The building administrator or designee will serve as the leader of the building crisis response team and will be the primary contact for the emergency response officials. In the event the primary designee is unavailable, the designee list should include more that than one alternative designee and may include members of the building crisis response team. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

## III. PREPARATION BEFORE AN EMERGENCY

### A. Communication

1. **District Employees:** Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's Crisis Management Policy and their own building's crisis management plan. Each school's building-specific management plan shall include the method and date of dissemination of the plan to its staff. Employees will receive a copy of the relevant building-specific crisis management plan and shall receive periodic training on plan implementation.

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2. **Students and Parents:** Students and parents shall be made aware of the school district's Crisis Management Policy and relevant tailored crisis management plans for each school building. Each building-specific crisis management plan shall set forth how students and parents are made aware of the district and school-specific plans. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

#### B. Planning and Preparation for Fire

1. Designate a safe area at least 50 feet away from the building to enable students and staff to evacuate. The safe area should not interfere with emergency responders or responding vehicles and should not be in an area where evacuated persons are exposed to any products of combustion.
2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe areas both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs.
3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice situations using primary evacuation and alternate routes.
4. Certain employees, such as those who work in hazardous areas in the building will receive training on the locations and proper use of fire extinguishers and protective clothing and equipment.
5. Fire drills will be conducted periodically without warning at various times of the day and under different circumstances (e.g. lunchtime, recess, and during assemblies). State law requires a minimum of five drills each school year.
6. A record of fire drills conducted at the building will be maintained in the building administrator's office.
7. The school district will have prearranged sites for emergency sheltering and transportation as needed.
8. The school district will determine which staff will remain in the building to perform essential functions if safe to do so (e.g. receptionist, head custodian, etc.). The school district also will designate an administrator or designee to meet local fire or law enforcement agents upon their arrival.

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- C. **Facility Diagrams and Site Plans:** All school buildings will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be regularly updated and whenever a major change is made to a building. Facility diagrams and site plans will be maintained by the building administrator and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.
- D. **Emergency Telephone Numbers:** Each building will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be on file in the Emergency Crisis Management Guide and will be updated annually.

School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific building in need of emergency services.

School district plans will be set forth a process to internally communicate an emergency, using telephones in classrooms, intercom systems, or two-way radios, as well as the procedure to enable the staff to rapidly convey emergency information to a building designee. Each plan will identify a primary and secondary method of communication for both internal and secondary use. It is recommended that the plan include several methods of communication because computers, intercoms, telephones, and cell phones may not be operational or may be dangerous to use during an emergency.

- E. **Warning Systems:** The school district shall maintain a warning system designed to inform students, employees, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school district buildings.

It shall be the responsibility of the building principal to inform students and employees of the system and the means by which the system is used to identify a specific crisis or emergency situation. Each building-specific crisis management plan will include the method and frequency of dissemination of the warning system information to students and employees.

- F. **Early School Closure Procedures:** The superintendent will make decisions about closing schools or buildings as early in the day as possible. The early school closure procedures will set forth the criteria for each school closure (e.g. weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff,

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students, families, and the school community (designated broadcast media, local authorities, e-mail, or district or school building web sites), and will discuss the factors to be considered in closing and reopening a school or building.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

G. Media Procedures: The superintendent has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

H. Behavioral Health Crisis Intervention Procedures: Short-term behavioral health crisis intervention procedures will set forth the procedure for initiating behavioral health crisis intervention plans. The procedures will utilize available resources including the school psychologist, counselor, community behavioral health crisis intervention, or others in the community. ~~Grief Counseling Procedures: Grief counseling procedures will set forth the procedures for initiating grief counseling plans. The procedures will utilize available resources including the school psychologist, counselor, community grief counselors, or others in the community.~~ Counseling procedures will be used whenever the superintendent ~~in consultation with~~ the building administrator determines it to be necessary, such as after an assault, a hostage situation, shooting or suicide. The ~~grief-behavioral health crisis intervention~~ counseling procedures shall include the following steps:

1. Administrator will meet the relevant persons, including school psychologists and counselors, to determine the level of intervention needed for students and staff.
2. Designate specific rooms as private counseling areas.
3. Escort siblings and close friends of any victims as well as others in need of emotional support to the counseling areas.
4. Prohibit media from interviewing or questioning students or staff.
5. Provide follow-up services to students and staff who received counseling.
6. Resume normal school routines as soon as possible.

I. Long Term Recovery Intervention Procedures: Long-term recovery intervention procedures may involve both short-term and long-term recovery planning:



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1. Physical/structural recovery
2. Fiscal recovery
3. Academic recovery
4. Social/emotional recovery

#### IV. PROCEDURES INCLUDED IN THIS POLICY

Procedures for the various emergencies listed below are included in the Emergency Crisis Management Guide. After approval by the School Board, these adopted procedures will become an addendum to the Crisis Management Policy.

- A. Assault and Rape
- B. Bomb Threats
- C. Building Security
- D. Bus Accidents
- E. Chemical or Biological Threat
- F. Child Abuse
- G. Childnapping
- H. Civil Defense Alert
- I. Death
- J. Demonstrations/Disturbances
- K. Emergency Phone Numbers
- L. Evacuation/Relocation
- M. Fight/Disturbance
- N. Fire
- O. Hazardous Material Emergency
- P. Highly Contagious Serious Illness or Pandemic Flu
- Q. Intruder/Hostage
- R. Lock-down
- S. Media Procedures
- T. Medical Emergencies
- U. Phone Threats
- V. Post-crisis
- W. Sex Offenders
- X. School Emergency Response Team
- Y. Shelter-in-place
- Z. Shooting
- AA. Suicide
- BB. Utility Emergencies
- CC. Vandalism/Burglary
- DD. Weapons
- EE. Weather Related Emergencies

#### V. MISCELLANEOUS PROCEDURES



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**A. Chemical Accidents**

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pools areas, and custodial closets.

**B. Visitors**

The school district shall implement procedures mandating visitor sign in for visitors in school buildings (See also Policy 903)

The school district shall implement procedures to minimize outside entry into school buildings except at designated check-in points and assure that all doors are locked prior to and after regular building hours.

**C. Student Victims of Criminal Offenses at or on School Property**

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

[Note: The Every Student Succeeds Act, 20 U.S.C. § 6301, et seq.; Title IX, 20 U.S.C. § 1681, et seq.; and the Unsafe School Choice Option, 20 U.S.C. § 7912, require school districts to establish such transfer procedures.]

***Legal References:***

Minn. Stat. Ch. 12 (Emergency Management)

[Minn. Stat. Ch. 12A \(Natural Disaster; State Assistance\)](#)

~~[Minn. Stat. 121A.06 \(Reports of Dangerous Weapon Incidents in School Zones\)](#)~~

Minn. Stat. § 121A.035 (Crisis Management Policy)

[Minn. Stat. § 121A.06 \(Reports of Dangerous Weapon Incidents in School Zones\)](#)

Minn. Stat. § 299F.30 (Fire Drill in School)

[Minn. Stat. § 326B.02, Subd. 6 \(Powers\)](#)

[Minn. Stat. § 326B.106 \(General Powers of Commissioner of Labor and Industry\)](#)

Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property)

Minn. Rules, Ch. 7511 (Fire Safety)

20 U.S.C. § 1681, et seq. (Title IX)

20 U.S.C. § 6301, et seq. (Every Student Succeeds Act)

20 U.S.C. § 7912 (Unsafe School Choice Option)

42 U.S.C. § 5121 et seq. (Disaster Relief and Emergency Assistance)

***Cross References:***

Policy 407 (Employee Right to Know - Exposure to Hazardous Substances)

Policy 413 (Harassment and Violence)

Policy 501 (School Weapons Policy)

Policy 506 (Student Discipline)

Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)



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Policy 903 (Visitors to the School District Buildings and Sites)

<https://dps.mn.gov/divisions/sfm/documents/2011comprehensiveschoolsafetyguide.pdf>

***School Board Action:***

Approved September 19, 2000

Revised June 18, 2002

Revised August 15, 2006

Revised December 16, 2008

Revised August 21, 2012

Revised May 21, 2019

First Reading