



Fridley Public Schools School Board Special Meeting Agenda

Wednesday, April 28, 2021 at 5:30 PM

Virtual Meeting 4/23/2021

VIRTUAL MEETING 4/23/2021

Join by phone

+1 314-309-2179, PIN 152015639# 55432

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Wednesday, April 28, 2021
School Board Special Meeting
Motions

A. Call to Order

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 28, 2021.

C. 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 29, 2021

Dear _____:

You are hereby notified that at a Special Meeting of the School Board of Independent School District 14 held on Wednesday, April 28, 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.

D. 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; Insurance for Married Spouses MOUs; Agreement to Provide Special Education and Related Staffing by NE Metro 916; City of Fridley 7th Street Trail Project Easement Agreement; and 2021 Elections Joint Powers Agreement: Anoka County-ISD 14.

E. Adjournment

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

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

RESOLUTION to 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 29, 2021

Dear _____:

You are hereby notified that at a Special Meeting of the School Board of Independent School District 14 held on Wednesday, April 28, 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

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

FRIDLEY INDEPENDENT SCHOOL DISTRICT 14
SUPERINTENDENT CONTRACT
2021-2024

ARTICLE I
PURPOSE

This Contract is entered into between Independent School District No. 14, Fridley, Minnesota, hereinafter referred to as the School District, and Dr. Kim Hiel, hereinafter referred to as the Superintendent, a legally qualified and licensed superintendent who agrees to perform the duties of the Superintendent of the School District.

The School District and the Superintendent agree as follows:

ARTICLE II
APPLICABLE STATUTE

This Contract is entered into between the School District and the Superintendent in conformance with Minn. Stat. § 123B.143.

ARTICLE III
LICENSE

The Superintendent shall furnish the School Board, throughout the life of this Contract, a valid and appropriate license to act as superintendent in the State of Minnesota as provided by applicable laws, rules, and regulations.

ARTICLE IV
DURATION, EXPIRATION, TERMINATION
DURING THE TERM, MUTUAL CONSENT, AND CONTINGENCY

Section 1. Duration: This Contract is for a term of three years commencing on July 1, 2021, and ending on June 30, 2024. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Superintendent or unless terminated as provided in this Contract.

Section 2. Subsequent Contract:

- a. Notice by Superintendent: The notice provisions of this contract shall obligate the School Board only if no later than September 1 immediately prior to the expiration of this contract the Superintendent provides written notice to each member of the School Board calling to the attention of members of the School Board the notice requirements as contained in this section of the Superintendent's contract; provided that if the Superintendent provides this

notice after September 1, the November 1 and December 31 deadlines in subparagraphs b and e shall be extended by the same number of days that the Superintendent's notice is delayed beyond September 1.

- b. Preliminary Notice--School Board: In the event the School Board is contemplating not offering the Superintendent a subsequent contract, the School Board shall give preliminary written notice of such intent not to offer a subsequent contract no later than November 1 immediately preceding the date of expiration of this contract.
- c. Request for Meeting: Within ten calendar (10) days after receipt of an intent not to renew as provided in Paragraph b hereof, the Superintendent may request, in writing, a meeting with the School Board to discuss its intentions, the reasons therefor, and ways in which any concerns of the School Board might be addressed by the parties.
- d. Meeting Between the Parties: Upon receipt of such request, the School Board shall within fifteen (15) calendar days hold a meeting with the Superintendent.
- e. Final Action--School Board: The School Board shall delay taking final action on a subsequent contract for at least seven (7) calendar days after the meeting between the parties. However, the School Board shall take final action on a subsequent contract no later than December 31 and shall notify the Superintendent of such action in writing.
- f. Effect: The timeline provided herein is intended to provide both the School Board and the Superintendent with an appropriate process to address the subsequent contract issue and is intended to bind both parties unless the parties mutually agree to extend the timeline in writing. The timeline provided herein may be extended by written agreement between the School Board Chair and the Superintendent. In such event, the School Board Chair shall confer with and notify School Board members, in writing, of such extension.

Section 3. Expiration: This Contract shall expire at the end of the term specified in Section 1. above. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Superintendent shall cease, unless a subsequent Contract is entered into in accordance with Minn. Stat. §123B.143, Subd. 1.

Section 4. Termination During the Term: The Superintendent's employment may be terminated during the term of this Contract only for cause as defined in Minn. Stat. §122A.40, Subd. 9. and Subd. 13., but, except for purposes of describing grounds for discharge, the provisions of Minn. Stat. §122A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent during the term of this Contract for cause as described in Minn. Stat. §122A.40, Subd. 9. or Subd. 13., it shall notify the Superintendent in writing of the proposed grounds for termination. The Superintendent shall be entitled to a hearing before an arbitrator provided the Superintendent makes such a request in writing

to the School Board Chair within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Minnesota Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the striking process as provided by BMS rules. The arbitrator shall conduct a hearing under arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding on the parties, subject to judicial review of arbitration decisions as provided by law. The Superintendent may be suspended with pay pending final determination by the arbitrator. If the Superintendent fails to request a hearing as provided in this section within the fifteen (15)-day calendar period, he/she shall be deemed to have acquiesced to the School Board's proposed action, and the proposed action shall become final on such date as determined by the School Board, and the Superintendent shall have no further claim or recourse.

Section 5. Mutual Consent: This Contract may be terminated at any time by mutual consent of the School Board and the Superintendent.

Section 6. Contingency: If this Contract is a subsequent Contract entered into prior to the completion of an existing Contract, this subsequent Contract is contingent upon the Superintendent completing the terms of the existing Contract.

ARTICLE V DUTIES

The Superintendent shall have charge of the administration of the schools under the direction of the School Board. The Superintendent shall be the chief executive officer of the School District; shall direct and assign teachers and other School District employees under the Superintendent's supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the School District subject to the approval of the School Board; shall select all personnel subject to the approval of the School Board; shall, from time to time, suggest policies, regulations, rules, and procedures deemed necessary for the School District; and, in general, perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the School Board from time to time. The Superintendent shall abide by the policies, regulations, rules, and procedures established by the School Board and the State of Minnesota. The Superintendent shall have the right to attend all School Board meetings and all School Board and citizen committee meetings, serve as an ex-officio member of the School Board and all School Board committees, and provide administrative recommendations on each item of business considered by each of these groups.

ARTICLE VI DUTY YEAR AND LEAVES OF ABSENCE

Section 1. Basic Work Year: The Superintendent's duty year shall be for the entire twelve (12)-month Contract year, and the Superintendent shall perform duties on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. The Superintendent shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

Section 2. Vacation: The Superintendent shall earn 240 hours (30 working days) of annual paid vacation each Contract year. Upon voluntary termination of employment, the Superintendent shall be entitled to payment for any unused vacation days earned and accrued pursuant to the provisions of this section not to exceed a total of 400 hours (50 days). The rate of pay shall be based on the value of the duty day defined as Superintendent base salary, at the time such calculation is being made, by two hundred sixty (260) days.

Section 3. Holidays: The Superintendent shall be entitled to 12 paid holidays as designated below:

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

Section 4. Sick Leave: The Superintendent shall earn paid sick leave at the rate of 120 hours (15 days) each year and may be accumulated to a maximum of 45 days. There shall be no compensation for unused sick leave upon termination of employment.

Section 5. Workers' Compensation: Pursuant to Minn. Stat. §176, the Superintendent injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 6. Bereavement Leave: The Superintendent shall be granted up to five (5) days of bereavement leave each year. Additional days may be granted at the discretion of the School Board Chair.

Section 7. Personal Leave: Up to 24 hours (3 days) may be granted each year for personal business of the Superintendent; personal leave days do not accumulate from year to year. Personal leave is not to be depleted from vacation or sick leave.

Section 8. Discretionary Leave: Acknowledging the Superintendent as a professional, the Board agrees that, since the Employees work year does not provide flexibility, the Superintendent may take up to three (3) days discretionary leave each year. There are no restrictions on the purposes for the use of discretionary leave. Discretionary leave days do not accumulate from year to year. Discretionary leave is not to be depleted from vacation or sick leave.

Section 9. Jury Service: The Superintendent who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District.

Section 10. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 11. Disability: If the Superintendent is unable to perform his/her regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School Board shall provide additional paid sick leave at a salary equal to 30 percent of the Superintendent's regular salary until the expiration of the waiting period for long-term disability insurance.

Section 12. Medical Leave: Pursuant to Minn. Stat. §122A.40, Subd. 12., the Superintendent shall have a right to a leave of absence for health reasons.

Section 13. Insurance Application: A Superintendent on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The Superintendent shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance. In the event the Superintendent is on paid leave from the School District under Section 4. above or supplemented by sick leave pursuant to Section 5. above, the School District will continue insurance contributions as provided in this Contract until sick leave is exhausted. Thereafter, the Superintendent must pay the entire premium for any insurance retained.

ARTICLE VII INSURANCE

Section 1. Health and Hospitalization and Dental Insurance:

Health Insurance. The School District shall provide the Superintendent with full premium single coverage paid by the district under the School District's group plan.

Retiree Health Insurance. If the Superintendent has completed a minimum of six (6) full years of employment as the Superintendent in the School District, the School District will pay up to \$7,500 per year towards the health insurance coverage plan that the Superintendent elects, until the Superintendent reaches the age of 65.

Dental Insurance. The School District shall provide the Superintendent full single coverage in the School District's dental plan.

Section 2. Life Insurance: The School District shall provide, at its own expense, group term life insurance for the Superintendent under the School District's group term life insurance plan in the amount of \$300,000, payable to the Superintendent's named beneficiary(ies).

Section 3. Long-Term Disability Insurance: The School District shall provide long term disability coverage for the Superintendent in the School District's group plan with a benefit of 75% of the

Superintendent's regular monthly base salary. The waiting period under this coverage shall be not more than sixty (60) working days after the date of disability, with such benefits to continue until the earlier of:

- (i) the Superintendent reaching the age of 65, or
- (ii) as long as the Superintendent remains disabled.

The premium for the plan will be paid by the Superintendent through payroll deduction.

Section 4. Eligibility: The eligibility of the Superintendent and the Superintendent's dependent(s) and beneficiary(ies) for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this article.

Section 5. Claims Against the School District: The School District's only obligation is to purchase the insurance policies described in this article, and no claim shall be made against the School District as a result of denial of insurance benefits by an insurer if the School District has purchased the policies and paid the premiums described in this article.

ARTICLE VIII OTHER BENEFITS

Section 1. Tax-Sheltered Annuities: The Superintendent is eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minn. Stat. §123B.02, Subd. 15., School District policy, and as otherwise provided by law. The maximum annual District contribution shall be based on matching an Employee's contribution per the following:

- A. The District will match the Superintendent's contribution level up to four and one-half percent (4.5%) of the Superintendent's basic salary.
- B. The District contribution will begin when the Superintendent initiates an eligible investment program by submitting a signed request to payroll for salary reduction amounts that specifies the Superintendent's designated schedule of contributions.
- C. A Superintendent may elect to contribute more dollars to the selected program than the amount of the district match as specified above. This Article only defines the limits of the district's participation in the selected program.
- D. In any year, the unused portion (if any is remaining) of the district annual match cap cannot be accumulated or reserved for use in another year.
- E. Once a Superintendent has an eligible plan in effect and approved by the Superintendent in writing, the District's matching contribution shall be automatic unless the Superintendent requests otherwise in writing.

- F. All provisions of this Article are subject to applicable code provisions of Minnesota Statutes or Internal Revenue Code Section 403(b). The 403(b) plan is reserved to the School District for creation and modification at its sole discretion.
- G. All qualified 403(b) companies approved by the district will be eligible to be selected by the Superintendent to receive the employer match on behalf of the administrator.
- H. Contributions cannot be retroactive to the previous calendar year.

Section 2. Mileage: Mileage expenses incurred on District business will be reimbursed in one of two ways as follows:

- 1. For all actual expenses approved by the Superintendent, with automobile mileage reimbursed at rates to be paid at IRS standard allowance; or
- 2. An annual mileage allowance of \$1500 for business travel.

The employee shall be given one of the following payment options:

- 1. To receive the contracted amount as additional salary in 24 installments; or
- 2. To be reimbursed for actual mileage in the 7 county metropolitan area, through submission of expense vouchers for expenses up to, but not exceeding, the contract amount option. Vouchers shall contain documentation meeting IRS regulation guidelines.

No combination of options is available. The selection of one reimbursement option shall be made prior to July 1 of each year and submitted to Human Resources.

Section 3. Conferences and Meetings: The School District shall pay all legally valid expenses and fees for the Superintendent's attendance at professional conferences and meetings with other educational agencies when such attendance thereof is required, directed, or permitted by the School Board. The Superintendent shall attempt to advise the School Board of all meetings and conferences that the Superintendent will be attending and shall periodically report to the School Board relative to all meetings and conferences attended. This shall include mileage, meals, dues and expenses related to normal job duties, including service or civic clubs where the Superintendent represents the District. The Superintendent shall file itemized expense statements to be processed and approved as provided by School Board policy and law.

Section 4. Cellular Phone:

The Superintendent shall be given the following options:

- A. Administrator may choose to receive the contracted amount of \$1200/year in 24 installments for the purpose of a cell phone. If this option is chosen, the administrator must provide the district with a cell phone number, or

- B. District will provide a cell phone for the administrator.
- C. No combination of options is available. The selection of the option shall be made prior to July 1.

ARTICLE IX
SALARY

The Superintendent shall be paid an annual salary of \$196,950 for the 2021-2022 Contract year, \$198,920 for the 2022-2023 Contract year and \$200,909 for the 2023-2024 Contract Year. The annual salary may be modified, but shall not be reduced during the term of this agreement. The annual salary shall be paid in 24 equal installments during the Contract year.

The Superintendent is eligible for an incentive bonus of 3% of base salary in the 2021-2024 school years upon mutually agreed measurable goals and objectives consistent with the school district's operational plan and with evaluation satisfactory to the school board. The goals and objectives will be determined at the beginning of each school year, and the bonus will be paid in a single lump sum at or near the end of each school year upon completion of the School Board's evaluation of the superintendent.

ARTICLE X
OTHER PROVISIONS

Section 1. Outside Activities: While the Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, he/she may also serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Superintendent's ability to perform the duties of superintendent.

Section 2. Indemnification and Provision of Counsel: In the event that an action is brought or a claim is made against the Superintendent arising out of or in connection with his/her employment and the Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify the Superintendent to the extent provided by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District in this regard shall be subject to the limitations as provided in Minn. Stat. §466.

Section 3. Dues: The Superintendent is encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations where such membership will serve the best interests of the School District. Accordingly, the School District will pay the membership dues for such organizations as are required, directed, or permitted by the School Board, including membership in the Minnesota Association of School Administrators and the American Association of School Administrators. The Superintendent shall present appropriate statements for approval as provided by law.

Section 4. Annual Review: The School Board agrees to fully cooperate with the Superintendent in developing a mutually agreeable standard for evaluating the Superintendent's performance and to further cooperate and participate in appropriate reviews of the Superintendent's performance which

shall occur at least annually pursuant to Minn. Stat. §13D.05, Subd. 3.

ARTICLE XI
SEVERABILITY

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

IN WITNESS WHEREOF, I have subscribed
my signature this ____ day of
_____, 20__.

Superintendent

IN WITNESS WHEREOF, we have subscribed
our signatures this ____ day of
_____, 20__.

School Board Chair

School Board Clerk

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

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.

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 requestor 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.

- 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 722 & 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

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



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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;



A World-Class Community of Learners

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

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



A World-Class Community of Learners

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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"> Obtain and read School District Policy #795 NOTE: Parents/Guardians must assume responsibility of transporting transferred child Applications will be processed in order received 	

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 30th

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.

Donna Prewedo, Board Chair

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.

Donna Prewedo, Board Chair

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.

Donna Prewedo, Board Chair

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.

Donna Prewedo, Board Chair

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.

Donna Prewedo, Board Chair

Carol Thornton, Board Clerk

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

Fund	Balance 2/28/21	Receipts	Payroll Disbursements	A/P Disbursements	Journal Entry Transfers	Balance 3/31/21
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
Total	\$ 8,090,170.69	\$ 14,976,259.47	\$ 1,394,262.88	\$ 13,623,668.23	\$ 0.00	\$ 8,048,499.05

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

51

Difference \$ 0.00

Schedule of Investments

As of 3/31/21

Investment	Broker	Type	Purchased	Maturity	Market Value	Par	Yield
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%
Totals					\$ 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 th 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
Zack	Bobick	MS Boys Track Coach	Schedule C	FMS
Anthony	Branitski	Boys Tennis Head Coach	Schedule C	FHS
Oscar	Christenson	Custodian	\$16.27/ hour	RLS
Ted	Cullen	5-6 th 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
Steve	Holt	Youth in Government Advisor	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
Alisa	Lowry	Prom Advisor	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
Drew	Reiter	MS Girls Track Coach	Schedule C	FMS
Ahmad	Samadi	Spanish Club Advisor	Schedule C	FHS
Reuben	Thomas	Cook Manager	\$18.77/hour	RLS
Kevin	Tillman	Custodian	\$17.26/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

First Name	Last Name	Assignment	Step/Lane/Salary	School
Dan	Wold	5-6 th grade Play Technical Director	Schedule C	FMS

Individual Contracts and Amendments (2021-2022)

First Name	Last Name	Assignment	Step/Lane/Salary	School
Jason	Bodey	Director of Teaching/Learning	Individual Contract	District

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.
- 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.
- Brittany Breitbach has requested a leave of absence from her teacher position at Stevenson Elementary from March 5, 2021 through March 26, 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 at Fridley Community Center, effective January 26, 2021.

Retirements (2020-2021)

- Marian Calabrese will retire from her paraeducator position at Fridley Community Center, effective June 10, 2021.
- Gail Ricks is retiring from her teacher position at Hayes Elementary, effective May 25, 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.

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

It is understood that employees may stay with their original plans at their respective rates. The option of switching to one family plan in lieu of separate plans is available to District #14 married couples for the 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

Date

Fridley School District #14 Representatives

School Board Chair

Date

School Board Clerk

Date

Letter of Agreement

Between

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

This letter of agreement is in regards to employee medical for the 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.)

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

It is understood that employees may stay with their original plans at their respective rates. The option of switching to one family plan in lieu of separate plans is available to District #14 married couples for the 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 1st 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

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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.

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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 60th 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

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 60th 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)

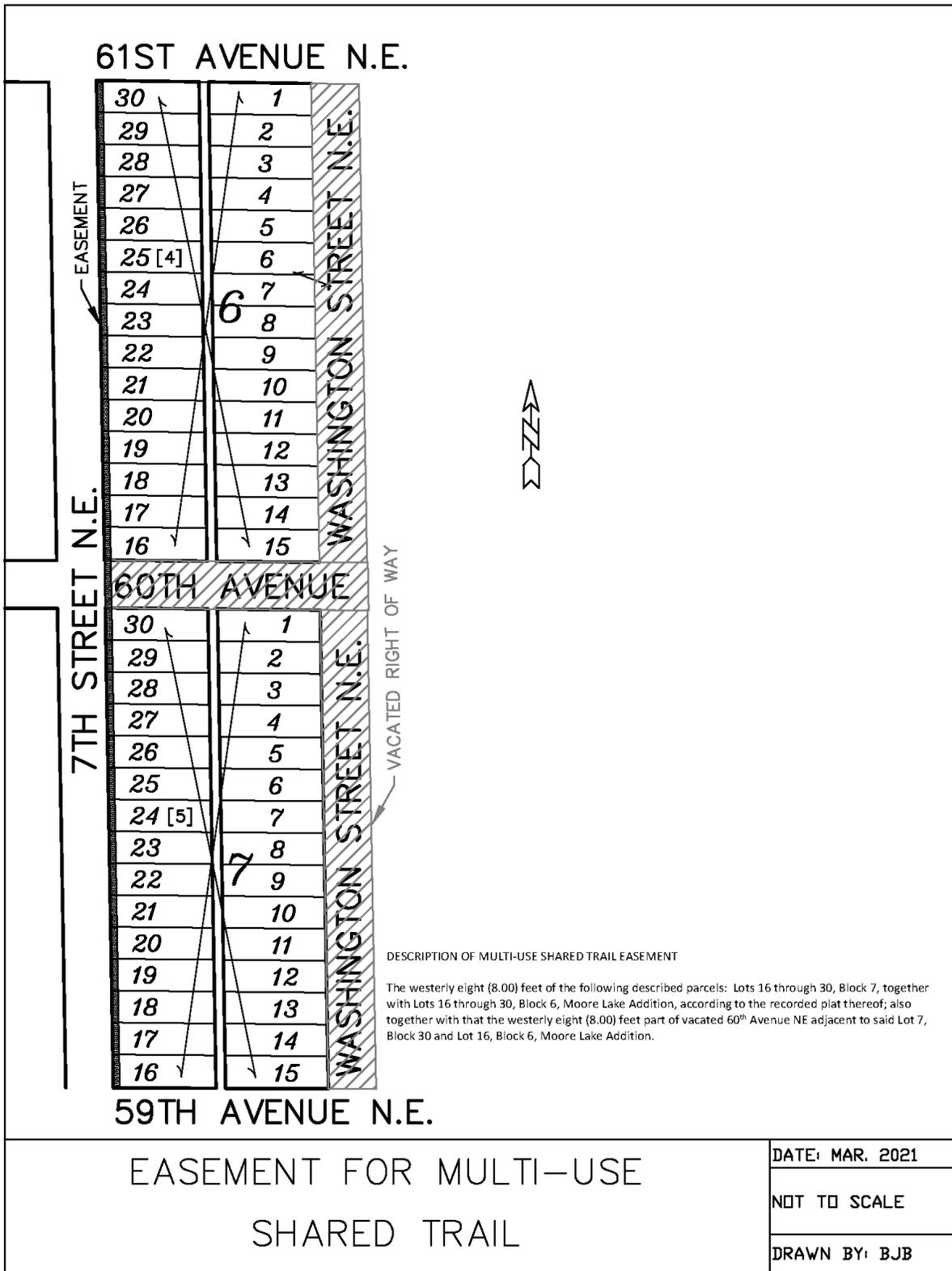
Notary Public

Print Name _____

My commission expires _____

EXHIBIT A TO EASEMENT AGREEMENT

Legal Description and Depiction of the Sidewalk / Trail Easement Area



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 60th Avenue NE adjacent to said Lot 7, Block 30 and Lot 16, Block 6, Moore Lake Addition.

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: _____