



Fridley Public Schools School Board Work Session Agenda

Tuesday, October 19, 2021 at 5:30 PM

Fridley Community Center

6085 7th Street NE

Fridley, MN 55432

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- A. Signing Required Documents
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 - 1. District Update
 - 2. At the Next Work Session - NO NOVEMBER 2 WORK SESSION
 - F. **PUBLIC FORUM**

501 SCHOOL WEAPONS POLICY

I. PURPOSE

The purpose of this policy is to assure a safe school environment for students, staff and the public.

II. GENERAL STATEMENT OF POLICY

No student or non-student, including adults and visitors, shall possess, use or distribute a weapon when in a school building or on a School Location except as provided in this policy. Furthermore, no student or non-student, including adults and visitors, shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate, and such use will be treated as the possession and use of a weapon.

The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

III. DEFINITIONS

A. "Weapon"

1. "Weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; air guns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; numchucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.
2. "Facsimile Weapon" means any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons which are broken or nonfunctional; look-alike guns; toy guns; and any object that is a fake weapon or facsimile of a real weapon.
3. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.

4. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.
- B. "School Location" includes any school building or grounds, whether leased, rented, owned or controlled by the School, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, including school-related child care centers, and anywhere students are under the jurisdiction of the School District.
- C. "Non-student" Any person who is not a student including, but not limited to: teachers, other staff, parents, visitors, students of other public or private schools and any person on or in the school location.
- D. "Possession" means having a weapon on one's person or in an area subject to one's control in a school location.

IV. EXCEPTIONS

- A. A student who finds a weapon on the way to school or in a School Location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal's office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal's office, a student shall not be considered to possess a weapon if he or she immediately turns control of the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon's location. Any person receiving a weapon during the process of administering this procedure will be exempt from a violation of the procedure.
- B. It shall not be a violation of this policy if a non-student (or student where specified) falls within one of the following categories:
 1. Active licensed peace officers,
 2. Military personnel, or students or nonstudents participating in military training, who are on duty performing official duties;
 3. Persons authorized to carry a pistol under Minn. Stat., §624.714, while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;
 4. Persons who keep or store in a motor vehicle pistols in accordance with Minn. Stat., §§624.714 or 624.715, or other firearms in accordance with §97B.045;

- a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for “antique firearms, which are carried or possessed as curiosities or for their historical significance or value.”
 - b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (a) unloaded and in a gun case without any portion of the firearm exposed; (b) unloaded and in the closed trunk; or (c) a handgun carried in compliance with §§624.714 and 624.715.
5. Firearm safety or marksmanship courses or activities for students or nonstudents conducted on school property;
 6. Possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;
 7. A gun or knife show held on school property;
 8. Possession of dangerous weapons, BB guns, or replica firearms with written permission of the District Superintendent.
 9. Persons who are on unimproved property owned or leased by a child care center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.
- C. Policy Application to Instructional Equipment/Tools

While District 14 does not allow the possession, use or distribution of weapons by students, or non-students, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or non-students. Such equipment and tools, when properly possessed, used and stored, shall not be considered in violation of the rule against the possession, use or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

A School District may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the “lawful” carry or possession of a firearm in a school parking lot or parking facility is specifically limited to: 1). Non-student permit-holders authorized under Minn. Stat., § 624.714, to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly

placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle or 2) persons authorized under Minn. Stat, Section 97B.045 transporting unloaded and fully cased firearms in a vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder's vehicle shall constitute a violation of this policy.

V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/DISTRIBUTION

A. District 14 does not allow the possession, use or distribution of weapons by students. Consequently, the minimum consequence for students possessing, using or distributing weapons shall include:

1. Immediate out-of-school suspension;
2. Confiscation of the weapon;
3. Immediate notification of police;
4. Parent or guardian notification as soon as is practical; and
5. Recommendation to the Superintendent of dismissal for a period of time not to exceed one year.

B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The School Board may modify this requirement on a case-by-case basis.

C. Administrative Discretion

While District 14 does not allow the possession, use or distribution of weapons by students, the Superintendent may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NON-STUDENTS

A. Employees

1. Employees are prohibited from carrying or possessing firearms in school buildings or on school property, while acting in the course and scope of employment.
2. An employee who violates the terms of this policy is subject to disciplinary action, including non-renewal, suspension, or discharge as deemed appropriate by the School Board.

3. Sanctions against employees, including non-renewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and School District policies.
4. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

B. Other Non-students

1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another School District, that School District may be contacted concerning the policy violation.
2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

Legal References:

Minn. Stat. § 97B.045 (Transportation of Firearms)
Minn. Stat. § 121A.05 (Referral to Police)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 609.02, Subd. 6 (Definition of Dangerous Weapon)
Minn. Stat. § 609.605 (Trespass)
Minn. Stat. § 609.66 (Dangerous Weapons)
Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)
18 U.S.C. § 921 (Definition of Firearm)
In re C.R.M., 611 N.W.2d 802 (Minn. 2000)

Cross References:

MSBA/MASA Model Policy 403 (Discipline, Suspension and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 525 (Violence Prevention)

School Board Action:

Adopted as Policy 8.302
Revised as Policy 501, July 18, 2002
Revised September 16, 2003
Revised August 15, 2006
Revised February 19, 2013



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

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Revised December 18, 2018

Revised October 16, 2021

Second Reading



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502 SEARCH OF STUDENT LOCKERS, DESKS, PERSONAL POSSESSIONS, AND STUDENT'S PERSON

I. Purpose

The purpose of this policy is to provide for a safe and healthful educational environment by enforcing the school district's policies against contraband.

II. General Statement of Policy

It is the policy of the school board that students shall use lockers and desks only for authorized purposes; unauthorized use, including, but not limited to storage of contraband articles is strictly prohibited. It shall be a violation for students to carry contraband on their persons or in their personal possessions. It shall be a violation for students to assist others in concealing or carrying contraband as well. Seized contraband items will not be returned to students and may be turned over by school administrators to legal authorities for appropriate disposition. School administrators shall establish reasonable directives which address specific needs of the school district, such as, use of tape in lockers, standards of cleanliness and care, posting of pin-ups and posters which may constitute sexual harassment, and other guidelines for use of school equipment and facilities.

A. Lockers and Personal Possessions Inside a Locker

Pursuant to Minnesota statutes, school lockers are the property of the school district. At no time does the school district relinquish its exclusive control of lockers provided for the convenience of students. Inspection of the interior of lockers may be conducted by the school for any reason, at any time, without notice, without student consent, and without a search warrant. The personal possessions of students within a school locker may be searched only when school authorities have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules.

As soon as is practicable after the search of a student's personal possessions, the school administrator must provide notice of the search to students whose lockers were searched, unless such disclosure would impede an ongoing investigation by police or school officials.

B. Desks

School desks are the property of the school district. At no time does the school district relinquish its exclusive control of desks provided for the authorized school use and convenience of students. Inspection of the interior of desks may be conducted by school officials for any reason, at any time, without notice, without student consent, and without a search warrant.

C. Personal Possessions and Student's Person



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The personal possessions of students and/or a student's person may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law or school rules. The search will be reasonable in its scope and intrusiveness.

- D. A violation of this policy occurs when students use lockers and desks for unauthorized purposes or to store contraband. A violation occurs when students carry contraband on their person or in their personal possessions.

III. Definitions

- A. "Contraband" means any unauthorized article or item that is prohibited by school policy or law and for which possession of such articles or items by students is not allowed at any time in school or on school grounds. Contraband articles or items include, but are not limited to: weapons and look-alike weapons, alcoholic beverages, controlled substances and look-alike substances, stolen property, , and other materials belonging to the school district.
- B. "Personal possessions" includes, but is not limited to purses, backpacks, book bags, packages, and clothing.
- C. "Reasonable suspicion" means that a school official has grounds to believe that the search will result in evidence of a violation of school district policy, rules, and/or law. Reasonable suspicion may be based on a school official's personal observation, a report from a student, parent or staff member, a student's suspicious behavior, a student's age and past history or record of conduct both in and out of the school context, or other reliable sources of information.
- D. "Reasonable scope" means that the scope and/or intrusiveness of the search is reasonably related to the objectives of the search. Factors to consider in determining what is reasonable include the seriousness of the suspected infraction, the reliability of the information, the necessity of acting without delay, the existence of exigent circumstances necessitating an immediate search and further investigation (e.g. to prevent violence, serious and immediate risk of harm, or destruction of evidence), and the age of the student.

IV. Procedures

- A. School officials may inspect the interiors of lockers and desks for any reason at any time, without notice, without student consent, and without a search warrant.
- B. School officials may inspect the personal possessions of a student and/or a student's person based on a reasonable suspicion that the search will uncover a violation of law or school rules. A search of personal possessions of a student and/or a student's person will be reasonable in its scope and intrusiveness.

- C. As soon as practicable after a search of personal possessions within a locker pursuant to this policy, the school officials must provide notice of the search to students whose possessions were searched unless disclosure would impede an ongoing investigation by police or school officials.
- D. Whenever feasible, a search of a person shall be conducted in private by a school official of the same gender. A second school official of the same gender shall be present as an observer during the search of a person whenever feasible.
- E. A strip search is a search involving the removal of coverings or clothing from private areas. Mass strip searches, or body cavity searches, are prohibited. Strip searches will be conducted only in circumstances involving imminent danger and only by school administrators or law enforcement authorities.
- F. A school official conducting any other search may determine when it is appropriate to have a second official present as an observer.
- G. A copy of this policy will be printed in the student handbook and may also be disseminated in any other way which school administrators deem appropriate. The school district shall provide a copy of this policy to a student when the student is given use of a locker.

V. Directives and Guidelines

School administration may establish reasonable directives and guidelines which address specific needs of the school district, such as use of tape in lockers, standards of cleanliness and care, posting of pin-ups and posters which may constitute sexual harassment, etc.

VI. Seizure or Contraband

If a search yields contraband, school officials will seize the item and, where appropriate, turn it over to legal officials for ultimate disposition.

VII. Violations

A student found to have violated this policy and/or the directives and guidelines implementing this policy shall be subject to discipline in accordance with the school district policies, which may include suspension, exclusion, or expulsion. When deemed appropriate, school administrators may refer the student to legal authorities.

Legal References:

U.S. Const., amend. IV

Minn. Const., art. I, § 10

Minn. Stat. 121A.72 (School Locker Policy)



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New Jersey v. T.L.O., 469 U.S. 325, 105 S.Ct. 733, 83 L.Ed.2d 720 (1985)
G.C. v. Owensboro Public Schools, 711 F.3d 623 (6th Cir. 2013)

Cross References:

MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 506 (Student Discipline)

School Board Action:

Revised as Policy 8.300 August, 1995
Revised as Policy 502 June 18, 2002
Revised April 21, 2015
Revised October 16, 2021

Second Reading



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503 Student Attendance

I. Purpose

- A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.
- B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher and administrators. This policy will assist students in attending class.

II. General Statement of Policy

A. Responsibilities

1. Student's Responsibility

Students shall read the student handbook to become aware of and follow the attendance rules. It is the student's right to be in school, to attend classes, and to learn. It is also the student's responsibility to attend all assigned classes and/or study halls every day that school is in session as well as to be aware of and follow the correct attendance procedures when absent from an assigned class or study hall. It is also the student's responsibility to request and collect any missed assignments due to an absence.

2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure that the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and/or study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly and fairly. The teacher is responsible to provide any student who has been absent with any missed assignments within a reasonable time period upon request. Finally, it is the teacher's responsibility to work cooperatively

with the student and the student's parent or guardian to solve any attendance problems and to re-establish positive student attendance behaviors.

4. Administrator's Responsibility

- a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance, to apply these procedures uniformly and fairly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.
- b. In accordance with the Minnesota Compulsory Instruction Law, Minn. Stat. § 120A.22, the students of the school district are **REQUIRED** to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

The School Board attendance policy and any additional school attendance procedures shall be summarized annually in the student handbook and distributed each year to students. The handbook will be presented to the School Board for review and approval each year.

1. Excused absences

- a. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school. A note from a physician or a licensed mental health professional stating that the student cannot attend school is a valid excuse.
- b. The following reasons shall be sufficient to constitute excused absences:
 - 1) Illness.
 - 2) Serious illness in the student's immediate family.
 - 3) A death or funeral in the student's immediate family or of a close friend or relative.
 - 4) Medical, dental or orthodontic treatment, or a counseling appointment.



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- 5) Court appearances occasioned by family or personal action.
 - 6) Religious instruction not to exceed three hours in any week.
 - 7) Physical emergency conditions such as fire, flood, storm, etc.
 - 8) Official school field trip or other school-sponsored outing.
 - 9) Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work.
 - 10) Family emergencies.
 - 11) Active duty in any military branch of the United States.
 - 12) A student's condition that requires ongoing treatment for a mental health diagnosis.
 - 13) Vacations with family.
 - 14) Personal trips to schools or colleges.
 - 15) Other reasons as listed in the approved student handbook.
- c. Consequences of Excused Absences
- 1) Students are permitted and required to make-up work missed due to excused absences. This work will include all assignments missed or the completion of alternative assignments as deemed appropriate by the classroom teacher.
 - 2) Class work missed because of absence must be made up within a reasonable time period as listed in the teacher's written attendance procedures, starting from the date of the student's return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may decide to extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

2. Unexcused Absences

- a. The following are examples of absences which will not be excused:

- 1) Truancy is defined as a student absence not approved by the parent and/or the school official
 - 2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures
 - 3) Work at home
 - 4) Work at a business, except under a school-sponsored work release program
 - 5) Absences resulting from cumulated unexcused tardies (2 tardies equal one unexcused absence)
 - 6) Any other absences as listed in the approved student handbook.
- b. Consequences of Unexcused Absences
- 1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act.
 - 2) Days during which a student is suspended from school shall not be counted in a student's total cumulated unexcused absences.
 - 3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota Statutes.
 - 4) Students with unexcused absences shall be subject to discipline in the following manner:
 - a. Parents will be contacted each time their child has an unexcused absence.
 - b. After such notification, the student or his or her parent or guardian may, within a reasonable time, request a conference with school officials regarding the student's absences. The notification will strongly urge the student's parent or guardian to request such a conference.
 - c. After three unexcused absences, a student's parent or guardian will be notified by mail that his or her child is nearing a total which may result in a loss of credit for that course, as determined by the teacher and/or administrator.
 - d. The teacher and/or administration may impose the loss of academic credit in the class or classes from which the student has had unexcused absences exceeding the number specified in each school's student handbook. However, prior to loss of credit, an administrative conference must be held between the principal, student and parent.

- a. If the result of a grade reduction or loss of credit has the effect of an expulsion, the school district will follow the procedures set forth in the Pupil Fair Dismissal Act.

C. Tardiness

1. **Definition:** Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.
2. Procedures for Reporting Tardiness
 - a. Students tardy at the start of school must report to the school office for an admission slip
 - b. Tardiness between periods will be handled by the teacher.

3. Excused Tardiness

Valid excuses for tardiness are:

- a. Illness
- b. Serious illness in the student's immediate family;
- c. A death in the student's immediate family or of a close friend or relative;
- d. Medical, dental, orthodontic, or mental health treatment;
- e. Court appearances occasioned by family or personal action;
- f. Physical emergency conditions such as fire, flood, storm, etc;
- g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.

4. Unexcused Tardiness

- a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.
- b. Consequences of tardiness may include detention after a school-specified number of unexcused tardies, or other consequences as listed above for unexcused absences. School procedures may specify that a certain number of unexcused tardies will be considered equivalent to one unexcused absence.

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.
2. School-initiated absences will be accepted and student participation permitted for that day.

3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.
4. If a student is suspended from any class, he or she may not participate in any activity or program that day.
5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program. If the coach or advisor determines that the note does not meet a reasonable standard for excusing the student's absence, he/she may restrict or exclude the student from that day's activity.

III. Required Reporting of Student Truancies

A. Continuing Truant

Minn. Stat. § 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minn. Stat. § 120A.22 and is absent from instruction in a school, as defined in Minn. Stat. § 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or
2. Three or more class periods on three days if the child is in middle school or high school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minn. Stat. 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following information:

1. The child is truant;
2. The parent or guardian should notify the school if there is a valid excuse for the child's absences;
3. The parent or guardian is obligated to compel the attendance of the child at school pursuant to Minn. Stat. 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minn. Stat. 120A.34;
4. This notification serves as the notification required by Minn. Stat. 120A.34;
5. Alternative educational programs and services may be available in the child's enrolling or resident district;

6. The parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;
7. If the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minn. Stat. Ch. 260;
8. If the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minn. Stat. 260C.201; and
9. It is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under that age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per year and who has not lawfully withdrawn from school.
2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minn. Stat. Ch. 260A.

Legal References:

Minn. Stat. 120A.05 (Definitions)
Minn. Stat. 120A.22 (Compulsory Instruction)
Minn. Stat. 120A.24 (Reporting)
Minn. Stat. 120A.26 (Enforcement and Prosecution)
Minn. Stat. 120 A.34 (Violations; Penalties)
Minn. Stat. 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. 260A.02 (Definitions)
Minn. Stat. 260A.03 (Notice to Parent or Guardian when Child is Continuing Truant)
Minn. Stat. 260C.007, Subd. 19 (Habitual Truant defined)
Minn. Stat. 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
Goss v. Lopez, 419 U.S. 565, 95 S.Ct. 729 (1975)
Slocum v. Holton Board of Education, 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Board of Education of New Milford, 475 A.2d 289 (Conn. 1984)
Hamer v. Board of Education of Township High School District No. 113, 66 Ill. App.3d 7 (1978)
Gutierrez v. School District R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Board of Education, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)



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Cross References:

MSBA/MASA Model Policy 506 Student Discipline

SCHOOL BOARD ACTION:

Adopted as Policy 8.101

Revised as Policy 503 June 18, 2002

Revised February 16, 2016

Revised October 19, 2021

Second Reading

504 Student Dress and Appearance

I. Purpose

The purpose of this policy is to enhance the education of students by establishing expectations for dress and grooming that are related to educational goals and community standards.

II. General Statement of Policy

- A. The policy of the school district to encourage students to dress appropriately for school activities and in keeping with community standards. This is a joint responsibility of the student and the student's parent(s) or guardian(s).
- B. Appropriate clothing includes, but is not limited to, the following:
1. Clothing appropriate for the weather.
 2. Clothing that does not create a health or safety hazard.
 3. Clothing appropriate for the activity (i.e., physical education or the classroom).
- C. Inappropriate clothing includes, but is not limited to, the following:
1. Clothing bearing a message that is lewd, vulgar, or obscene.
 2. Apparel promoting products or activities that are illegal for use by minors.
 3. Objectionable emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves, advances or provokes any form of religious, racial or sexual harassment and/or violence against other individuals as defined in Policy 413..
 4. Any apparel or footwear that would damage school property.
- D. Headgear, including hats or head coverings is not to be worn in the building, except with approval of the building administrator (i.e., student undergoing chemotherapy, medical situations, student religious practice or belief).
- E. The intention of this policy is not to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene,

defamatory, profane, or do not advocate violence or harassment against others.

- F. "Gang," as defined in this policy, means any ongoing organization, association or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. "Pattern of gang activity" means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.

Legal References:

U. S. Constitution, amendment I.

Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)

B.W.A. v. Farmington R-7 Sch. Dist., 554 F.3d 734 (8th Cir. 2009)

Lowry v. Watson Chapel Sch. Dist., 540 F.3d 752 (8th Cir. 2008)

Stephenson v. Davenport Cmty. Sch. Dist., 110 F.3d 1303 (8th Cir. 1997)

B. H. ex rel. Hawk v. Easton Area School Dist., 725 F.3d 293 (3rd Cir. 2013)

D.B. ex rel. Brogdon v. Lafon, 217 Fed.Appx. 518 (6th Cir. 2007)

Hardwick v. Heyward, 711 F.3d 426 (4th Cir. 2013)

Madrid v. Anthony, 510 F.Supp.2d 425 (S.D. Tex. 2007)

McIntire v. Bethel School, Indep. Sch. Dist. No. 3, 804 F.Supp. 1415 (W.D. Okla. 1992)

Hicks v. Halifax County Bd. of Educ., 93 F.Supp.2d 649 (E.D. N.C. 1999)

Olesen v. Bd. of Educ. of Sch. Dist. No. 228, 676 F.Supp. 820, 205 (N.D. Ill. 1987)

Cross References:

MSBA/MASA Model Policy 413 (Harassment and Violence)

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 525 (Violence Prevention)

School Board Action:

Approved as Policy 504 June 18, 2002

Revised December 18, 2018

Revised October 19, 2021



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602 ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY

I. PURPOSE

The purpose of this policy is to provide for a timely determination of the school calendar and school day.

II. GENERAL STATEMENT OF POLICY

The school calendar and schedule of the school day are important to parents, students, employees, and the general public for advance, effective planning of the school year.

III. CALENDAR RESPONSIBILITY

- A. The school calendar shall be adopted annually by the school board. It shall meet all provisions of Minnesota statutes pertaining to minimum number of school days and other provisions of law. The school calendar shall establish student days, workshop days for staff, provide for emergency closings and other information related to students, staff, and parents.
- B. Except for learning programs during summer and flexible learning year programs, the school district will not commence an elementary or secondary school year before Labor Day, except as provided in Section III.B.1., III.B.2., or III.B.3. Days devoted to teacher's workshops may be held before Labor Day.
1. The school district may begin the school year on any day before Labor Day to accommodate a construction or remodeling project of \$400,000 or more affecting a school district school facility.
 2. The school district may begin the school year on any day before Labor Day if the school district has agreement under Minn. Stat. § 123A.30, § 123A.32, or § 123A.35 with a school district that qualifies under Section III.B.1.
 3. The school district may begin the school year on any day before Labor Day if the school district agrees to the same schedule with a school district in an adjoining district.

IV. SCHOOL DAY RESPONSIBILITY

- A. The superintendent shall be responsible for developing a schedule for the student day, subject to review by the school board. All requirements and provisions of Minnesota Statutes and Minnesota Department of Education Rules shall be met.

- B. In developing the student day schedule, the superintendent shall consider such factors as school bus schedules, cooperative programs, differences in time requirements at various grade levels, effective utilization of facilities, cost effectiveness, and other concerns deserving of attention.
- C. Proposed changes in the school day shall be subject to review and approval by the school board.

V. E-LEARNING DAYS

- A. An "e-learning day" is a school day where a school offers full access to online instruction provided by students' individual teachers due to inclement weather.
- B. A school district may designate up to five e-learning days in one school year.
- C. An e-learning day is counted as a day of instruction and included in the hours of instruction pursuant to Section III.A., above.
- D. The e-learning day plan developed by the school district will include accommodations for students without Internet access at home and for digital device access for families without the technology or with an insufficient amount of technology for the number of children in the household. The plan must also provide accessible options for students with disabilities.
- E. The school district must notify parents and students of its e-learning day plan at the beginning of each school year.
- F. When an e-learning day is declared by the school district, notice must be provided to parents and students at least two hours prior to the normal school start time that students will need to follow the e-learning day plan for that day.
- G. On an e-learning day, each student's teacher must be accessible both online and by telephone during normal school hours to assist students and parents.

Legal References:

- Minn. Stat. § 120A.40 (School Calendar)
- Minn. Stat. § 120A.41 (Length of School Year; Days of Instruction) Minn. Stat. § 120A.415 (Extended School Calendar)
- Minn. Stat. § 120A.42 (Holidays)
- Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination)
- Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions)
- Minn. Stat. § 123A.30 (Agreements for Secondary Education)
- Minn. Stat. § 123A.32 (Interdistrict Cooperation)
- Minn. Stat. § 123A.35 (Cooperation and Combination)
- Minn. Stat. § 124D.126 (Powers and Duties of Commissioner; Flexible Learning Year Programs)
- Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)
- Minn. Stat. § 124E.25 (Payment of Aids to Charter Schools)



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Minn. Stat. § 127A.41, Subd. 7 (Distribution of School Aids; Appropriation)

Cross References:

MSBA/MASA Model Policy 425 (Staff Development)

School Board Action

Adopted as Policy 602 – December 17, 2019

Revised October 19, 2021

Second Reading

510 SCHOOL ACTIVITIES

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. RESPONSIBILITY

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



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

Legal References:

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

Cross References:

MSBA/MASA Model Policy 503 (Student Attendance)

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 713 (Student Activity Accounting)

School Board Action:

Adopted as Policy 8.507 November 18, 1975

Revised June 18, 1982

Revised as Policy 510 January 15, 2008

Revised October 21, 2014

Revised May 19, 2020

First Reading

505 Distribution of Non-School Sponsored Materials on School Property Premises By Students and Employees or at School Events

I. Purpose

The purpose of this policy is to establish guidelines for the distribution of non school-sponsored materials on school property or at school events by students or employees. The School Board recognizes the need to protect the exercise of students' and employees' free speech rights, taking into consideration need to enforce the educational goals, policies and supervision responsibilities of the school district.

II. General Statement of Policy

This policy recognizes that students and employees have the right to express themselves on school property. This protection includes the right to distribute, at a reasonable time and place and in a reasonable manner, non school-sponsored material. The School Board adopts the regulations and procedures specified herein as a means to preserve the integrity of the educational goals and responsibilities of the school district, while at the same time protecting first amendment rights. Students and employees of the school district shall have the right to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, non school-sponsored material as defined. Notification of this policy will be published in student handbooks and made accessible and known to employees by the school administration.

III. Definitions

- A. "Distribute" or "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, or posting or displaying material, placing material in internal staff or student mailboxes. Or Peach Jar, the district's online flyer distribution portal.
- B. "Non school-sponsored material" or "unofficial material" includes all materials or objects intended for distribution, except school newspapers, employee newsletters, literary magazines, yearbooks and other publications funded and/or sponsored or authorized by the school or school district. Examples of non school-sponsored materials include but are not limited to leaflets, brochures, buttons, badges, flyers, petitions, posters, and underground newspapers whether written by students or employees or others, and tangible objects.
- C. "Obscene to minors" is defined as meeting the following conditions:

1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
 2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts ~~(normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals;~~ and
 3. ~~And~~ The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- D. "Minor" means any person under the age of eighteen (18) years.
- E. "Material and substantial disruption" of a normal school activity is defined as:
1. Where the normal school activity is an educational program of the district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
 2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.
- F. "School activities" means any activity sponsored by the school or school district including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, other fine arts or student activities, in-school lunch periods, parent conferences, staff development activities, and the like.
- G. "Libelous" is defined in this policy as a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower that individual in the esteem of the community.

IV. Guidelines

- A. Requests for distribution must be made in advance by the person(s) who plan to disseminate the material to the school administration in accordance with admin procedure 505P. Requests for non school-sponsored material will be reviewed by the administration on a case-by-case basis. When the proposed item(s) to be distributed are considered to reasonably cause a material or substantial disruption to the school climate or programs, the administrator shall not permit its distribution on school grounds. In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past

experience in the school, current events influencing student or employee activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

B. Distribution of the materials listed below is always prohibited. Material is prohibited that:

1. Is obscene to minors;
2. Is libelous or slanderous;
3. Is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended;
4. Advertises or promotes any product or service not permitted to minors by law;
5. Advocates violence or other illegal conduct;
6. Constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religious or ethnic origin);
7. Presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations;
8. Unless otherwise provided by law, announcements or informational materials from persons, organizations, groups, agencies which are known or believed to be sectarian groups, discriminatory or not committed to equal opportunity, not devoted to community interests or child welfare, not generally recognized as owning their existence to the broad public and general interests or not aligned with strategic initiatives directed by the School Board;

C. Distribution by students and employees of non-school-sponsored materials on school district property are subject to reasonable time, place, and manner restrictions set forth below. In making decisions regarding the time, place, and manner of distribution, the administration will consider factors including, but not limited to, the following:

1. Whether the material is educationally related;

2. The extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;
3. Whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flows in hallways;
4. The quantity or size of materials to be distributed;
5. Whether distribution would require assignment of school district staff, use of school district equipment, or other resources;
6. Whether distribution would require that non-school persons be present on the school grounds;
7. Whether the materials are a solicitation for goods or services not requested by the recipients.

The school district administration may develop any additional school guidelines and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.

V. Time, Place, and Manner of Distribution

- A. No non-school sponsored material shall be distributed during and at the place of a normal school activity if it is reasonably likely to cause a material and substantial disruption of that activity.
- B. Distribution of non-school sponsored material is prohibited when it blocks the safe flow of traffic within corridors and entrance ways of the school, on school grounds and/or school parking lots, or at school-sponsored activities. Distribution shall not impede entrance to or exit from school premises in any way.
- C. No one shall coerce a student or staff member to accept any publication.
- D. The time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

VI. Disciplinary Action

- A. Distribution by any student of non-school sponsored material prohibited herein or in violation of the provisions of time, place and manner of distribution as described above will be halted and disciplinary action will be taken in accordance with the school district's

student discipline policies.

- B. Distribution by any employee of non-school sponsored material prohibited herein or in violation of the provisions of time, place and manner of distribution as described above will be halted and appropriate disciplinary action will be taken, in accordance with any individual contract, collective bargaining agreement, school district policies and procedures, and/or governing statute.
- C. Any other party violating this policy will be requested to leave the school property immediately and, if necessary, the police will be called for added enforcement assistance.

VII. Notice of Policy to Students and Employees

A copy of this policy will be published in student handbooks and posted in school buildings.

Legal References:

U. S. Const., amend. I

Hazelwood School District v. Kuhlmeier, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988)

Bethel Sch. Dist. No. 403 v. Fraser, 478 U.S. 675, 106 S.Ct. 3159, 92 L.Ed.2d 549 (1986)

Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)

Bystrom v. Fridley High School, 822 F.2d 747 (8th Cir. 1987)

Roark v. South Iron R-1 School Dist., 573 F.3d 556 (8th Cir. 2009)

Victory Through Jesus Sports Ministry Foundation v. Lee's Summit R-7 School Dist., 640 F.3d 329 (8th Cir. 2011), cert. denied 565 U.S. 1036, 132 S.Ct. 592 (2011)

Cross References:

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

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 512 (School-Sponsored Student Publications)

MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

School Board Action:

Revised as Policy 8.304 August 20, 1985, February 18, 1986, July 14, 1987

Revised as Policy 505 June 18, 2002

Revised December 18, 2018



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512 School Sponsored Student Publications and Activities

I. Purpose

The purpose of this policy is to protect students' rights to free speech in the production of official school publications while at the same time balancing the school administration's role in supervising student publications and managing the operations of public schools.

II. General Statement of Policy

- A. The school district may exercise editorial control over the style and content of student expression in school-sponsored publications and activities.
- B. Expressions and representations made by students in school-sponsored publications and activities are not expressions of official school district policy. Faculty advisors shall supervise student writers to ensure compliance with the law and school district policies.
- C. Students who believe their right to free expression has been unreasonably restricted in an official student publication or activity may seek review of the decision by the building principal. The principal shall issue a decision no later than three (3) school days after review is requested.
 - 1. Students producing official school publications and activities shall be under the supervision of a faculty advisor and the school principal. Official publications and activities shall be subject to the guidelines set forth below.
 - 2. Official school publications may be distributed at reasonable times and locations.

III. Definitions

- A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting or displaying material, or placing materials in internal staff or student mailboxes, or emails, or Peach Jar, the district's online flyer distribution portal.
- B. "Official school publications" means school newspapers, yearbooks, or material produced in communications, journalism or other writing classes, as a part of the curriculum.
- C. "Obscene to minors" means:

1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
 2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts ~~(normal or perverted), masturbation, excretory functions, or lewd exhibition of the genitals~~; and
 3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- D. "Minor" means any person under the age of eighteen (18).
- E. "Material and substantial disruption" of a normal school activity means:
1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
 2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.
- In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.
- F. "School activities" means any activity of students sponsored by the school or district including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and other theatrical productions, and in-school lunch periods.
- G. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower that individual in the esteem of the community.

IV. Guidelines

- A. Expression in an official school publication is prohibited when the material:
1. is obscene to minors.
 2. is libelous or slanderous.
 3. advertises or promotes any product or service not permitted for minors by law.
 4. encourages students to commit illegal acts or violate school regulations or substantially disrupts the orderly operation of school or school activities.
 5. expresses or advocates sexual, racial or religious harassment or violence or prejudice.
 6. Is distributed or displayed in violation of time, place and manner regulations.
- B. Expression in an official school publication or school-sponsored activity is subject to editorial control by the school district over the style and content so long as the school district's actions are reasonably related to legitimate pedagogical concerns. These may include, but are not limited to, the following:
1. assuring that participants learn whatever lessons the activity is designed to teach;
 2. assuring that readers or listeners are not exposed to material that may be inappropriate for their level of maturity;
 3. assuring that the views of the individual speaker are not **erroneously** attributed to the school;
 4. assuring that the school is not associated with any position other than neutrality on matters of political controversy;
 5. assuring that the sponsored student speech cannot reasonably be perceived to advocate conduct otherwise inconsistent with the shared values of a civilized social order;
 6. assuring that the school is not associated with expression that is, for example, ungrammatical, poorly written, inadequately researched, biased or prejudiced, vulgar or profane, or unsuitable for immature audiences.
- C. Time, Place, and Manner of Distribution
1. Time



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Distribution shall be limited to the hours before the school day begins, during lunch hour and after school is dismissed.

2. Place

Written materials may be distributed in locations so as not to interfere with the normal flow of traffic within the school hallways, walkways, entry ways and parking lots. Distribution shall not impede entrance to or exit from school premises in any way.

3. Manner

No one shall induce or coerce a student or staff member to accept a student publication.

Legal References:

U.S. Constitution, First Amendment

Hazelwood School District v. Kuhlmeier, 484 U.S. 260, 108 S. Ct. 562, 98 L.Ed.2d 592 (1988)

Bystrom v. Fridley High School, I.S.D. No. 14, 822 F.2d 747 (8th Cir. 1987)

Morse v. Frederick, 551 U.S. 393, 127 S.Ct. 2618, 168 L.Ed.2d 290 (2007)

Cross References:

MSBA/MASA Model Policy 505 (Distribution of nonschool-Sponsored Materials on School Premises by Students and Employees)

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

SCHOOL BOARD ACTION:

Revised as Policy 8.506

Revised as Policy 512 June 18, 2002

Personnel Changes 2021-22 School Year

New Contracts and Amendments per Master Agreements (2021-2022)

First Name	Last Name	Assignment	Step/Lane/Salary	School
Fahedla Zeynab	Alshimmari	Casual Health Sub	\$14.00/hour	District
Aanika	Anderson	Key Club Assistant Advisor	Schedule C	FHS
Jessica	Baker	Key Club Advisor	Schedule C	FHS
Katie	Beaudry	Art Club Advisor	Schedule C	FHS
Linnea	Burdick	WSI/LG	\$14.61/\$10.37/hour	FCC
Mandi	Burian	Student Council Advisor	Schedule C	FHS
Pamela	Byrnes	Cook	\$14.03/hour	RLS
Lorie	Carlson	Paraeducator	\$14.99/hour	FMS
Matthew	Engelhardt	Middle School Activities Coordinator	Schedule C	FMS
Amy	Engler	Minnesota Honor Society Advisor	Schedule C	FHS
Matthew	Ferry	Middle School Boys Soccer Coach	Schedule C	FMS
Niomi	Finley	Paraeducator	\$14.99/hour	FMS
Kahnnie	Gbor	Essence Club Advisor	Schedule C	FHS
Thomas	Gowah	Paraeducator	\$14.99/hour	FHS
Kelli	Greenhalgh	Student Council Advisor	Schedule C	FHS
John	Herber	Paraeducator	\$14.99/hour	FHS
Hsiao-Hsuan	Huang	Chinese Club Advisor	Schedule C	FHS
Roberta	Johnson	Clerical Sub (retiree)	\$21.26/hour	District
Jeffrey	Johnson	Fall Musical – Choral Music Director	Schedule C	FHS
Jeffrey	Johnson	Music – Vocal Advisor	Schedule C	FHS
Jeffrey	Johnson	GSA Club Advisor	Schedule C	FHS
Tom	Larson	Fall Musical – Musical Director	Schedule C	FHS
Tim	Leistikow	Performing Arts Club Advisor	Schedule C	FHS
Mikaela	Lindell	Middle School Volleyball Coach	Schedule C	FMS
Andrea	Mulry	Science Club Advisor	Schedule C	FHS
Christine	Nalepka	Minnesota Honor Society Advisor	Schedule C	FHS
Kelsey	Odella	Paraeducator	\$14.99/hour	FMS
Christine	Porter	Building Sub	\$40.00/hour	FMS
Camille	Rasmussen	Middle School Volleyball Coach	Schedule C	FMS
Michael	Reynolds	Middle School Activities Coordinator	Schedule C	FMS
Ahmad	Samadi	Spanish Club Advisor	Schedule C	FHS
Rebecca	Shuman	Fall Musical – Orchestral Music Director	Schedule C	FHS
Aloda	Sims	AASU Club Advisor	Schedule C	FHS
Octavia	Smith	Paraeducator	\$14.99/hour	FMS
Katie	Sneider	Key Club Assistant Advisor	Schedule C	FHS
Katie	Sneider	Link Crew Advisor	Schedule C	FHS
Sarah	Stelzer	AVID Tutor	\$14.00/hour	FHS

First Name	Last Name	Assignment	Step/Lane/Salary	School
Dan	Terabayza	Link Crew Advisor	Schedule C	FHS
Frank	Valtierrez	Assistant Football Coach	Schedule C	FHS
Dan	Wold	Fall Musical – Set Building	Schedule C	FHS
Dan	Wold	Fall Musical – Technical Director	Schedule C	FHS
Philip	Wolney	Middle School Girls Soccer Coach	Schedule C	FMS

Lane Changes

First Name	Last Name	Current Lane	New Lane
Samantha	Busse	BA+10	BA+20
Cassandra	Byrne	BA+10	BA+20
Julia	Ebbers	BA+10	BA+20
Kelli	Greenhalgh	BA+20	MA
Anna	Hron	MA+10	MA+30
Jeffrey	Johnson	BA	BA+10
Donna	Motlomelo	MA+10	MA+20
Jessica	Mularie	BA+30	MA
Dan	Nalepka	MA+10	MA+20
Tayla	Peterson	BA+10	BA+20
Katherine	Sneider	BA+10	BA+20
Lori	TeeGarden	MA+40	PhD
Danielle	Ward	MA	MA+10
Mindy	Weeks	BA	BA+10
Michael	Wilmes	MA+10	MA+20

Leave Requests (2021-2022)

- Amanda Condon requested a leave of absence from her teacher position at Hayes Elementary from February 25, 2022 through May 20, 2022.
- Ashton Enyart has requested a leave of absence from her teacher position at FCC from February 14, 2022 through May 13, 2022.
- Kristie Nelsen has requested a leave of absence from her para position at Fridley High School from September 20, 2021 through October 15, 2021.
- Ashley Mellgren has requested a leave of absence from her teacher position at Fridley Middle School from August 30, 2021 through November 2, 2021.
- Katherine Sneider has requested a leave of absence from her teacher position at Fridley High School from December 16, 2021 through March 18, 2022.

Resignations (2021-2022)

- Benjamin Davis resigned his transportation coordinator position at Fridley Public Schools, effective October 20, 2021.
- Christine Porter resigned her Building Sub position at Fridley Middle School, effective October 8, 2021.

MEMORANDUM OF AGREEMENT

Between

Fridley Education Association (FEA)
and
Fridley School District No. 14

WHEREAS, the Fridley Education Association (FEA) is the exclusive representative of ("Union") in Independent School District No. 14, Fridley ("District"); and

WHEREAS, the parties are currently negotiating the 2021-2023 Collective Bargaining Agreement ("CBA");

WHEREAS, the parties have an interest in allowing for an additional hours of billable time for Special Education Teachers to complete COVID-19 recovery services;

WHEREAS the mandated guideline to complete such service is prior to December 1st, 2021,

NOW, THEREFORE, the School District and the Union agree as follows:

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- A. Special Education Teachers may submit up to 6 hours of billable time for work completed prior to December 1st, 2021.
- B. Billable time will be paid at the teacher's current hourly rate of pay.
- C. Time worked must be submitted via a paper timesheet.
- D. Preapproval from the Director of Special Education will allow this work to be performed remotely.
- E. This Memorandum of Agreement is effective upon signature by both District and FEA representatives and shall remain in effect until December 1st, 2021. It shall have no force or effect thereafter, unless so agreed, in writing by the Union and the School District.
- F. This MOA does not constitute a past practice, nor does it establish a precedent and is not subject to grievance.

By Signing below, each party represents that it has read, understands, and agrees to be bound by the terms of this Memorandum of Agreement.

FOR:
INDEPENDENT SCHOOL DISTRICT NO. 14, Fridley
Date:

By: _____

Its: _____

By: _____

Its: _____

FOR:
Fridley Education Association
Date:

By: [Signature] 10/11/21

Its: Lead Negotiator

By: [Signature]

Its: President

Anoka County Contract No. _____
JOINT POWERS AGREEMENT BETWEEN
ANOKA COUNTY AND THE MUNICIPALITIES, TOWNSHIPS AND SCHOOL DISTRICTS
IN ANOKA COUNTY
TO ALLOCATE COSTS FOR ELECTION EXPENSES

This is a joint Powers Agreement (“JPA”) between the County of Anoka (“County”) and THE MUNICIPALITIES, TOWNSHIPS AND SCHOOL DISTRICTS IN ANOKA COUNTY (“Governmental Entities”) entered into pursuant to Minn. Stat. § 471.59, for the purchase, maintenance and use of election equipment, including conducting elections, by the County on behalf of the County and the Governmental Entities.

Section 1
Term

1. This JPA shall be in effect for a four-year term, beginning January 1, 2022 until December 31, 2025, subject to automatic renewal on January 1 of each subsequent calendar year beginning January 1, 2026.

Section 2
Contract Termination

2. During the initial four-year term, this JPA may only be terminated by written agreement of the County with the affected Governmental Entity. Beginning January 1, 2026, a Governmental Entity’s participation in this agreement may be terminated by that Governmental Entity providing written notice to the remaining parties no later than June 1 of any year, effective on January 1 of the following year.

Upon termination of the agreement, all right, title, and interest in any election equipment purchased by the County under the terms of this agreement for use by the Governmental Entity shall remain with the County. Any Governmental Entity withdrawing from this agreement assumes all costs, responsibilities and liabilities related to the purchase, maintenance and use of voting equipment in the conduct of elections in that jurisdiction. Any amounts of the Governmental Entity’s share of the cost of procurement of the Voting Equipment System and their proportional share of any other costs incurred by the County on their behalf that remain unpaid as of the date of termination shall become immediately due and payable by the Governmental Entity to the County.

Section 3
Voting Equipment System Definition

3. For purposes of this agreement, the Anoka County Voting Equipment System means a system in which the voter records votes by means of marking a ballot, so that votes may be counted by automatic tabulating equipment in the polling place where the ballot is cast or at a counting center. An electronic voting system includes automatic tabulating equipment; non-electronic ballot markers; electronic ballot markers, including electronic ballot display, audio ballot reader, and devices by which the voter will register the voter’s voting intent; software used to program automatic tabulators and layout ballots; computer programs used to accumulate precinct results; ballots; system documentation; and system testing as well as software used to manage the

assignment, deployment, chain of custody, and associated logistical operations of said equipment in Anoka County.

Section 4 Applicability

4. This agreement, and the use of the Voting Equipment System defined herein, between the County and the Governmental Entities is applicable for any election at which offices or questions for the following categories are voted on:

- Category A: Federal Offices
State Offices or Constitutional Amendments
Judicial Offices
County Offices or Ballot Questions
Soil and Water District Offices or Ballot Questions
- Category B: Municipal (Township) Offices or Ballot Questions
- Category C: School District Offices or Ballot Questions

Section 5 County Responsibilities

5. Except as otherwise provided in this contract or required by statute or state or federal rule, the County shall be responsible for preparing the specifications for the purchase and maintenance of the Voting Equipment System as defined herein and for the purchase and maintenance of the system, including making all payments and expenditures for capital and on-going operating costs related to the voting equipment system. In addition, for all Category A, B, and C Elections, Anoka County shall:
 - 5.1. Perform voting equipment system programming including ballots, ballot counters, ballot markers, and other components of the voting equipment system used to mark, count, record or report election returns and statistics.
 - 5.2. Perform programming and testing of the State Election Reporting System interface, subject to policies of the State.
 - 5.3. Program and develop a voting equipment testing plan for each election according to statutory requirements.
 - 5.4. Provide ballot design and layout services and arrange for the printing of ballots to be used in the elections.

Section 6 Governmental Entities' Responsibilities

6. Except as otherwise provided in this contract, each individual Governmental Entity shall be responsible for and shall perform all duties and assume all costs associated with the production of test decks, and conduct of pre-election and post-election tests and audits of

precinct voting equipment for each election and shall utilize county-provided software, as determined necessary by the County, to track the testing, assignment, deployment, chain of custody, and associated logistical operations of said equipment in Anoka County, as follows:

6.1. When Category A and/or B offices or questions appear on the ballot:

- 6.1.1. The municipality shall be responsible for and assume all costs associated with the production of test decks, and conduct of pre-election and post-election tests and audits of precinct voting equipment for all elections which include a Category A and/or B office or question.
- 6.1.2. The municipality shall assume all costs required to arrange for the use of polling places in the manner required by the Minnesota election law, for ensuring the physical set up of rooms and furnishings are conducive to the voting process, and for ensuring that all necessary equipment and supplies are delivered to the polling place for use on Election Day.
- 6.1.3. The municipality shall assume all costs related to picking up ballots, supplies and equipment from the Anoka County Elections and Voter Registration Office in Anoka and other storage locations that may be arranged from time to time, and transporting them to and from the polling place.
- 6.1.4. The municipality shall assume all costs related to issuing, receiving and processing absentee ballots cast by in-person absentee voters in that municipality including procurement and preparation of physical spaces, equipment, and staff needed to administer the process, and costs for delivery of voted ballots to the Anoka County Central Count Absentee Precinct.
- 6.1.5. The municipality shall assume all costs related to recruiting, hiring, and paying Election Judges for all hours served including training, testing, election day assignments, and any other work assignments associated with the election.

6.2. When only Category C offices or questions appear on the ballot:

- 6.2.1. The School District shall be responsible and shall assume all costs associated with the production of test decks and conduct of pre-election and post-election tests and audits of precinct voting equipment for all elections which include only Category C offices or questions.
- 6.2.2. The school district shall assume all costs required to arrange for the use of polling places in the manner required by law, for ensuring the physical set up of rooms and furnishings are conducive to the voting process, and for ensuring that all necessary equipment and supplies are delivered to the polling place for use on Election Day.
- 6.2.3. The school district shall assume all costs related to picking up ballots, supplies and equipment from the Anoka County Elections and Voter Registration Office in Anoka and other storage locations that may be arranged from time to time, and transporting them to and from the polling place.

6.2.4. The school district shall assume all costs related to issuing, receiving and processing absentee ballots cast by in-person absentee voters in the school district including procurement and preparation of physical spaces, equipment, and staff needed to administer the process, and costs for delivery of voted ballots to the Anoka County Central Count Absentee Precinct.

6.2.5. The school district shall assume all costs related to recruiting, hiring, and paying Election Judges for all hours served including training, testing, election day assignments, and any other work assignments associated with the election.

Section 7 Allocation of Election Expenses

7. Except as already specifically provided for herein, the Voting Equipment System procurement, maintenance and support cost shall be divided between the county, its municipalities, and school districts as follows:

7.1. The County shall incur 55% of the actual cost of procurement, operation, and maintenance of the system over the duration of this contract.

7.2. Municipalities located wholly or in part in Anoka County shall, collectively, incur 30% of the actual cost of procurement, operation, and maintenance of the system over the duration of this contract.

7.3. School Districts located wholly or in part in Anoka County shall incur 15% of the actual cost of procurement, operation, and maintenance of the system over the duration of this contract.

7.4. Anoka County shall make all payments and expenditures for capital and on-going operating and maintenance costs related to the system throughout the duration of this contract.

7.5. The annual fee for each jurisdiction shall be established as follows:

7.5.1. Each individual municipality shall pay a fee equal to that percentage of the total Anoka County population residing in that municipality at the time of the most recent census multiplied by the municipal share (30%) of the actual cost of procurement, plus the actual cost of operation and maintenance of the system, as solely determined by the County, calculated annually throughout the duration of the contract

7.5.2. Each individual school district shall pay a fee equal to that percentage of the total Anoka County population residing in that school district at the time of the most recent census multiplied by the school district share (15%) of the actual cost of procurement, plus the actual cost of operation and maintenance of the system, as solely determined by the County, calculated annually throughout the duration of the contract.

7.5.3. Each Governmental Entity shall be invoiced annually by June 1 for each calendar year of the agreement for the above referenced fees. Said fees shall be due and payable within thirty (30) calendar days of invoicing.

7.5.4. The Governmental Entities hereby agree that they will not reallocate any of the costs incurred herein.

7.6. For each governmental entity, the County shall determine that proportion of the ballot devoted to offices and questions for that entity as a percentage of the total number of column inches on the ballot, and provide an invoice to the governmental entity for that share of the cost of ballot printing, paper and normal delivery charges.

7.7. For each governmental entity, the County shall determine that proportion of the ballot devoted to offices and questions for that entity as a percentage of the total number of column inches on the ballot, and provide an invoice to the governmental entity for that share of the cost of postage for domestic mailed absentee ballots and absentee ballots cast under the Uniformed Overseas Citizens Absentee Voting Act (UOCAVA).

Section 8 Documentation of Election Expenses

8. Documentation of actual expenditures as required by the County is required for the allocation of election expenses pursuant to this agreement. Invoices or billing statements are acceptable documentation for goods or services purchased for vendors.

Section 9 Ownership

9. The Governmental Entities acknowledge that the County owns the Voting Equipment System and that the Governmental Entities are authorized to use said Voting Equipment System for official election related purposes. Use of the Voting Equipment System by the Governmental Entities for any other purpose is strictly prohibited absent express written consent of the County. The Governmental Entities hereby acknowledge and agree that the Voting Equipment System may contain proprietary and trade secret information that is owned by a third party and is protected under federal copyright law or other laws, rules, regulations, and decisions. The Governmental Entities shall protect and maintain the proprietary and trade secret status of the Voting Equipment System in their possession.

Section 10 Handling Of Equipment and Insurance

10. Each municipality shall be responsible for storage of elections equipment assigned by the county to that municipality. Municipalities shall make all necessary elections equipment in its possession available to other entities as directed by the county.

Each Governmental Entity acknowledges that it shall be responsible for the Voting Equipment System while it is in the Governmental Entity's custody. Each Governmental Entity, either through insurance or a self-insurance program, shall be responsible for all costs, fees, damages and expenses including but not limited to personal injury, storage, damage, repair and/or replacement of the Voting Equipment System while it is in the

Governmental Entity's custody and this contract is in effect unless such costs, fees, damages, and expenses are then currently covered under a manufacturer warranty covering said equipment. The Governmental Entities shall be responsible for, provide coverage for and shall provide proof of general liability and worker's compensating insurance (Hold Harmless Agreement) for all individuals providing services required by this contract. In addition to the foregoing, the Governmental Entities shall, during the term of this contract, maintain, through commercially available insurance or on a self-insured basis, property insurance coverage on all of the voting systems used or intended for use in this agreement to cover all repairs or replacement of the voting equipment if damaged or stolen. The Governmental Entities are responsible for any deductible under their policy.

Section 11 Independent Contractor

11. 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 or the Governmental Entities as the employee of the other entity 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 Governmental Entities. 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.

Section 12 Data Practices

12. 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.

Section 13 No Waiver

13. No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof unless the same is consented to in writing. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be observed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity, or otherwise.

Section 14 Governing Law

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Section 15
Entire Agreement

15. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof and hereby rescinds and replace all prior Agreements with the respective Governmental Entities with this Agreement. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

Section 16
No Assignment

16. Neither party shall assign, sublet, or transfer this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempt to do so shall be void and of no force and effect.

Section 17
No Warranty

17. The Governmental Entities agree that the County is furnishing the Voting Equipment System on an "as is" basis, without representation or any express or implied warranties, other than those provided by any maintenance agreement entered into by the County for the maintenance of the Voting Equipment System, including but not limited to, fitness for particular purpose, merchantability or the accuracy and completeness of the Voting Equipment System.

The Governmental Entity's exclusive remedy and the County's sole liability for any substantial defect which impairs the use of the Voting Equipment System for the purposes stated herein shall be the right to terminate this agreement.

The County does not warrant that the Election Voting Equipment System will be error free.

The County disclaims any other warranties, express or implied, respecting this agreement or the Voting Equipment System.

In no event shall the County be liable for actual, direct, indirect, special, incidental, consequential damages (even if the County has been advised of the possibility of such damage) or loss of profit, loss of business or any other financial loss or any other damage arising out of performance or failure of performance of this Agreement by the County. Except as otherwise specifically provided for in this agreement, County and the Governmental Entities agree each will be responsible for their own acts and omissions under this Agreement and the results thereof and shall to the extent authorized by law defend, indemnify and hold harmless the other party for such acts. Each party shall not be responsible for the acts, errors or omissions of any other party under the Agreement and the results thereof. The parties' respective liabilities shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. This paragraph shall not be construed to bar legal remedies one party may have for the other party's failure to fulfill its obligations under this Agreement. Nothing in this Agreement

constitutes a waiver by the Governmental Entities or County of any statutory or common law defenses, immunities, or limits on liability.

**Section 18
Notice**

18. Any notice or demand shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

To the Governmental Entity: To the person and address designated by each Governmental Entity in writing.

To the County: Anoka County Administrator
 2100 3rd Avenue, Suite 700
 Anoka MN 55303

Copy to: Anoka County Elections Manager
 2100 3rd Avenue, Suite 160
 Anoka MN 55303

**Section 19
Audit Provision**

19. Both parties agree that either party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other party and involve transactions relating to this Agreement. Such materials shall be maintained, and such access and rights shall be in force and effect during the period of the contract and for six (6) years after its termination or cancellation.

**Section 20
Survival of Provisions**

20. It is expressly understood and agreed that the obligations and warranties of the Governmental Entity and County hereof shall survive the completion of performance and termination or cancellation of this Agreement.

**Section 21
Authority**

21. The person or persons executing this Joint Powers Agreement on behalf of the Governmental Entity and County represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the Governmental Entity and the County and represent and warrant that this Joint Powers Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.

(Rest of page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

COUNTY OF ANOKA

By: _____
Scott Schulte, Chair,
Anoka County Board of Commissioners

Dated: _____

By: _____
Rhonda Sivarajah,
Anoka County Administrator

Dated: _____

APPROVED AS TO FORM:

By: _____
Jason Stover
Assistant Anoka County Attorney

Dated: _____

FRIDLEY PUBLIC SCHOOLS, ISD #14

By:

Kim Hiel, Its Superintendent

Dated: _____

By:

Donna Prewedo, Its School Board Chair

Dated: _____

STATEWIDE HEALTH IMPROVEMENT PROGRAM SUBCONTRACT AGREEMENT

THIS CONTRACT is entered into between **Anoka County**, on behalf of its **Public Health and Environmental Services Department**, 2100 Third Avenue, Anoka, MN 55303 [Department], and **Fridley Independent School District #14**, 6000 W Moore Lake Drive NE, Fridley, MN 55432 [CONTRACTOR].

RECITALS:

- (1) As Grantee, Anoka County has accepted grant funds from, and entered into a Grant Agreement with, the Minnesota Department of Health based on Grantee's Work Plan.
- (2) Anoka County included grant activities associated Healthy Eating, Active Living, Tobacco and Well-Being strategies in school settings.
- (3) CONTRACTOR represents that it is fully qualified and willing to furnish these services.
- (4) Anoka County wishes to purchase these services from CONTRACTOR.

NOW THEREFORE, in consideration of the mutual promises and agreements contained in this document, Anoka County and CONTRACTOR agree as follows:

1. TERM

- 1.1 This Contract begins on **November 1, 2021**, and ends on **October 31, 2022**, regardless of the date of signatures, unless earlier terminated as provided in Section 15. TERMINATION.

2. DEFINITIONS

- 2.1 **Contractor** means Fridley Independent School District #14
- 2.2 **Department** means Anoka County Public Health and Environmental Services
- 2.3 **Purchased Services** means services specified in Section 3. SERVICES TO BE PROVIDED that are provided by CONTRACTOR under this Contract.

3. SERVICES TO BE PROVIDED

- 3.1 CONTRACTOR agrees to provide services described in Attachment D, Purchased Services, as agreed upon and approved by the Department.
- 3.2 CONTRACTOR agrees to coordinate service delivery with other services provided to the Department.
- 3.3 CONTRACTOR will provide appropriate supervision for assigned staff.
- 3.4 CONTRACTOR agrees this is not an exclusive agreement and County may seek services from other qualified providers.
- 3.5 CONTRACTOR must complete the School Health Index assessment, determine a priority strategy, develop an action plan with evaluation, communicate with decision-makers, and implement policies/practices.

School partners will be required to work on Healthy Eating, Active Living, Tobacco and Well-Being strategies within the grant period.

4. SERVICE DELIVERY

- 4.1 CONTRACTOR will make every reasonable effort to maintain sufficient staff, facilities, and equipment needed to deliver Purchased Services.
- 4.2 CONTRACTOR will contact the Department immediately and send Anoka County notice whenever it believes it is going to be unable to deliver Purchased Services in the required quality or quantity.
- 4.2.1 The Department and CONTRACTOR will decide whether this inability requires modifying or terminating the Contract.
- 4.3 CONTRACTOR agrees to deliver services as detailed in Attachment D.
- 4.3.1 Activities may be guided by input from the Community Leadership Team.
- 4.4 Following Contract termination, CONTRACTOR is not required to continue delivering services, and Anoka County is not required to purchase services from CONTRACTOR.
- 4.5 CONTRACTOR acknowledges that Anoka County is subject to the terms of the Minnesota Department of Health Statewide Health Improvement Program (SHIP) Grant Project Agreement, which terms relate to the activities that are funded by this agreement.
- 4.5.1 CONTRACTOR agrees to assist Anoka County with any documentation and reporting necessary to comply with the terms in the SHIP Grant Project Agreement.
- 4.5.2 CONTRACTOR agrees to comply with applicable terms in the SHIP Grant Project Agreement.
- 4.6 CONTRACTOR agrees to grant Anoka County and the State of Minnesota the right to make, have made, reproduce, modify, distribute, perform or otherwise use the materials (as described in the SHIP Grant Project Agreement and Master Grant Contract and Master Grant Contract for Community Health Boards that are conceived or created by CONTRACTOR under this Agreement.

5. MATERIALS AND DOCUMENTS

- 5.1 All materials prepared by CONTRACTOR in performing obligations under this contract are Anoka County's exclusive property.
- 5.1.1 CONTRACTOR will give materials to the Department upon their completion.
- 5.1.2 CONTRACTOR agrees that Anoka County has all right, title and interest in all material that CONTRACTOR conceives or originates, either individually or jointly with others, while providing Purchased Services.
- 5.2 Upon termination, all materials prepared by CONTRACTOR in performing obligations under this Contract are Anoka County's and/or the designated community partner's exclusive property, as determined by Anoka County.
- 5.3 Upon termination, original documents or other information supplied to CONTRACTOR by the Department or community partners will be promptly returned to the Department or community partners.

- 5.4 Upon transferring materials to the Department upon termination, CONTRACTOR agrees to delete the materials from its data bases.
- 5.5 CONTRACTOR may not use portions or excerpts of the materials and documents prepared pursuant to this Contract in any future work produced, presentations made, or publications authored by CONTRACTOR unless it receives prior written approval of the Department.
- 5.5.1 Any future use by CONTRACTOR will be subject to conditions and provisions the Department, in consultation with Anoka County Attorney's Office, may deem necessary.
- 5.5.2 If any future use is approved, CONTRACTOR will acknowledge that the information comes from and belongs to the Anoka County Public Health and Environmental Services Department.
- 6. COST**
- 6.1 CONTRACTOR agrees to provide Purchased Services as agreed upon in Attachment D.
- 6.2 Total payments by Anoka County for services provided by CONTRACTOR under this Contract cannot exceed **\$15,000.00**.
- 6.3 The cost of this Agreement is based upon a budget submitted by CONTRACTOR and approved by the Department. CONTRACTOR will submit a budget for the period **November 1, 2021 through October 31, 2022**.
- 6.3.1 CONTRACTOR agrees to request the Department's written approval for any budget change, including any change in budget line items in excess of 10% submitted by CONTRACTOR to the Department.
- 6.3.2 Nor more than 10% of the budget can be used for indirect costs. Indirect costs are costs of doing business that cannot be directly attributed to the specific grant activity or budget line item. These costs are often allocated across an entire agency and may include: executive or supervisory salaries and fringe, rent, office equipment, office supplies, copier lease, postage and telephone expenses. CONTRACTOR will submit a list of expenses that will be included as part of their indirect costs and must be approved by the Department.
- 6.4 Anoka County is not guaranteeing to purchase any minimum amount of Purchased Services.
- 6.5 The Department may review CONTRACTOR's expense reports.
- 6.5.1 If a review shows that the amount paid for Purchased Services is higher than a reasonable and necessary rate, the parties will amend the Contract to set a reasonable and necessary rate.
- 6.5.2 If a review indicates a significant over-expenditure or under-expenditure by CONTRACTOR, Anoka County reserves the right to modify reimbursement schedule provisions so that total actual reimbursement payments more closely approximate projected expenditures.
- 6.6 CONTRACTOR acknowledges its responsibilities and agrees to abide by the Anoka County Human Services Deficit Reduction Act Compliance Manual located at www.anokacounty.us/dra. This manual designates the need to provide education to each employee, agent, contractor or subcontractor working with

or on behalf of CONTRACTOR in order to prevent, detect, and report abuse, fraud and waste in the Medical Assistance program.

7. PAYMENT FOR SERVICES

- 7.1 CONTRACTOR will submit monthly invoices to the Department based on actual expenses for services provided during that calendar month.
- 7.1.1 CONTRACTOR will use forms approved by the County.
- 7.1.2 On an invoice, CONTRACTOR will specify the hours worked, the rate of pay, and the total service provided.
- 7.1.3 CONTRACTOR will bill within 30 days following the month in which the service was provided, except as provided in Section 7.2.3.
- 7.2 Within 30 days after receiving a properly completed invoice, the County will pay CONTRACTOR in the manner provided by law for paying claims against a county.
- 7.2.1 If the County receives an improperly completed invoice, the County will notify CONTRACTOR within 10 days.
- 7.2.2 CONTRACTOR agrees to submit a corrected invoice promptly.
- 7.2.3 Invoices for Purchased Services provided under this Contract that are received by Anoka County **after November 20, 2022, will not be paid** by the County.
- 7.3 Upon request, CONTRACTOR will give the Department verification of all Purchased Services provided.
- 7.4 County may withhold payments without incurring late payment interest until all necessary billing statements and reports requested are accurately submitted by CONTRACTOR.
- 7.4.1 If payment is withheld for failure to provide service or failure to comply with any Contract provision, no interest penalty will accrue against the County.
- 7.4.2 If payment is withheld, the County will give CONTRACTOR notice before the next scheduled payment date.
- 7.4.3 Right to payment for Purchased Services is conditional on compliance by CONTRACTOR with this Contract and all applicable laws, rules, and regulations.
- 7.5 No claim for services furnished by CONTRACTOR that are not provided for in this Contract is eligible to be paid under this Contract.
- 7.6 Upon request, CONTRACTOR will give the County verification of all Purchased Services provided.
- 7.7 CONTRACTOR acknowledges that if any project funds remain as of **October 31, 2022**, there will be no carry-over of funds.
- 7.8 CONTRACTOR must use funds received to develop new programs, expand current programs or replace discontinued funds previously used to reduce the percentage of Minnesotans who are obese or overweight or who use tobacco. Funds must not be used to supplant current state, federal or local funding.

8. STANDARDS, LICENSES AND COMPLIANCE WITH LAWS:

- 8.1 CONTRACTOR represents that it is qualified and appropriately licensed to provide Purchased Services and meets all applicable State or Federal standards for providing Purchased Services.
- 8.1.1 If its license is revoked, suspended, or expires during the Contract term, CONTRACTOR agrees to contact the Department immediately and to send Anoka County notice.
- 8.1.2 CONTRACTOR is eligible to be paid only for Purchased Services provided in accordance with licensing requirements.
- 8.1.3 CONTRACTOR agrees to provide all Purchased Services in compliance with Minn. Stat. §§245.462 to 245.4887.
- 8.2 Upon request, CONTRACTOR agrees to give the Department information about staff qualifications, including professionals, volunteers and others assigned to provide Purchased Services.
- 8.2.1 This information will verify that Purchased Services are being rendered by competent and trained personnel.
- 8.2.2 If a staff member's professional license or certificate is suspended, revoked, terminated, or expires, the staff member will cease providing Purchased Services.
- 8.3 CONTRACTOR will make a good faith effort to give the Department written notice about any proposed change in the following areas at least 30 days before the change takes effect: location of program, program director or administrator; ownership; or programming.
- 8.4 CONTRACTOR agrees it is CONTRACTOR'S responsibility to comply with the Limited English Proficiency Language Access Requirements for individuals with limited English proficiency contained in Attachment C.
- 8.5 In providing all services pursuant to this Agreement, the Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted. Any violations of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination of the Contractor.
- 8.6 The County shall not make final payment until the Contractor has made satisfactory showing that it has complied with the provisions of Minn. Stat. § 290.92 requiring the withholding of state income tax from wages paid to the Contractor's employees and to employees of any subcontractors hired by the Contractor for work performed under this Agreement. The Contractor will provide the County with a letter stating the requirements have been met, upon request.

9. RECORDS AND AUDITING

- 9.1 CONTRACTOR will:
- 9.1.1 Maintain records using generally accepted accounting principles that reflect all revenue received and all direct and indirect costs incurred in the performing Purchased Services.
- 9.1.2 Maintain records about Purchased Services provided.
- 9.1.3 Maintain any other records requested by the Department under this contract.

- 9.2 CONTRACTOR agrees to furnish the Department with reports in form and at frequencies requested by the Department for financial evaluation, reimbursement and program management and evaluation purposes.
- 9.2.1 Upon request, CONTRACTOR will assist the Department with documentation needed to complete any form or report for a federal, state, or private agency.
- 9.2.2 The Department must receive information within 30 days following request.
- 9.3 Anoka County may use and disclose, in any manner permitted by law, all data received under this Contract.
- 9.4 Anoka County has the right to monitor and evaluate CONTRACTOR'S services provided under this Contract.
- 9.4.1 The Department may conduct site visits to determine compliance and evaluate Purchased Services.
- 9.4.2 Visits may be made without prior notice at any time within CONTRACTOR'S normal hours.
- 9.4.3 Upon request, the Department will give CONTRACTOR any report prepared based on a visit.
- 9.5 CONTRACTOR will store all documents and records generated relating to this contract for a period of at least 6 years after receipt of final payment and the closing of all other related matters.

10. INDEMNITY

- 10.1 CONTRACTOR agrees that CONTRACTOR will hold harmless, indemnify, and defend Anoka County, its commissioners, officers, agents, and employees against any and all claims, expenses (including attorney's fees), losses, damages or lawsuits for damages arising from or related to providing or failing to provide Purchased Services, including but not limited to, the negligence of CONTRACTOR, its agents, employees, or subcontractors in performing Purchased Services or failing to fully perform, in any aspect, all obligations under this Contract.
- 10.2 Section 10. INDEMNITY provisions do not independently create liability as to any third party.
- 10.2.1 The provisions are intended to protect Anoka County from any liability related to Purchased Services performed by CONTRACTOR.
- 10.3 Nothing in this Contract waives any limitation on liability provided by Minn. Stat. Chap. 466 or Minn. Stat. sections 3.732 et seq. or any other applicable law.

11. INSURANCE

- 11.1 CONTRACTOR agrees that, at all times during this Contract in order to protect itself as well as Anoka County under Section 10. INDEMNITY, it will have and keep in force the insurance, and will comply with the terms and conditions, specified in Attachment B.
- 11.1.1 Anoka County may withhold payment until CONTRACTOR supplies the certificate(s) required in Attachment B.
- 11.2 CONTRACTOR agrees to notify Anoka County about any claim made against CONTRACTOR related to services provided under this contract.

11.2.1 CONTRACTOR will allow Anoka County to examine records related to a claim related to services provided to an individual or family pursuant to a Purchase of Service Agreement under this contract.

12. INDEPENDENT CONTRACTOR

12.1 For all purposes hereunder, the relationship of the Contractor to the County is that of an independent contractor and not an employee or agent of the County.

13. SUBCONTRACTING AND ASSIGNMENTS

13.1 CONTRACTOR may not subcontract for any Purchased Services.

14. DATA PRIVACY AND HIPAA

14.1 CONTRACTOR affirmatively makes the assurances, and agrees to the provisions, contained in the Public Health Standard Assurances and Certifications – Attachment A.

14.1.1 Attachment A specifically requires that CONTRACTOR will comply with Minnesota Statute Chapter 13 relating to data practices in its entirety. For purposes of this Contract all data created, collected, received, stored, used, maintained or disseminated by CONTRACTOR in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the Federal laws on data privacy. CONTRACTOR must comply with those requirements as if it were a governmental entity. The remedies in §13.08 apply to the CONTRACTOR. CONTRACTOR does not have a duty to provide access to public data to the public if the public data are available from Anoka County, except as required by the terms of this Contract. All subcontractors shall be bound by the same requirements.

14.1.2 Attachment A specifically requires that CONTRACTOR comply with the Health Insurance Portability & Accountability Act of 1996, if applicable. CONTRACTOR agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) which are applicable to the CONTRACTOR'S duties under this Contract. In performing its obligations under this Contract, CONTRACTOR agrees to comply with the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA security requirements, the Health Information Technology for Economic and Clinic Health (HITECH) Act, and any other applicable HIPAA laws, standards and requirements now in effect or hereinafter adopted as they become law. Anoka County is a hybrid entity for purposes of HIPAA. When CONTRACTOR provides services to Anoka County Departments that are included in Anoka County's Covered Entity Analysis, CONTRACTOR is a Business Associate of Anoka County and is subject to the Business Associate Agreement attached as Attachment G, if required.

15. TERMINATION

15.1 This Contract will terminate under the following circumstances:

15.1.1 by the parties' mutual written agreement;

15.1.2 upon at least 30 days written notice specifying the termination date, given by either party, with or without cause;

- 15.1.3 effective immediately without notice if CONTRACTOR'S license needed to provide Purchased Services is denied, suspended or terminated;
- 15.1.4 effective immediately upon written notice to CONTRACTOR if funding at an aggregate level sufficient to fund this Contract becomes unavailable;
- 15.1.5 effective immediately upon written notice to CONTRACTOR if CONTRACTOR fails or refuses to fulfill any obligation under this Contract; or
- 15.1.6 automatically without notice on **October 31, 2022.**
- 15.2 If this Contract is terminated early, CONTRACTOR is entitled to receive payment for Purchased Services satisfactorily performed up to the termination date.
- 15.3 Indemnity, Audit and other affirmative obligations, such as records retention and data practices provisions, survive this Contract's termination.

16. NOTICE

- 16.1 Notice is to be given in writing and either sent by mail, email or delivered in person.
 - 16.1.1 Notice for CONTRACTOR will be directed to Kim Hiel, Superintendent, Fridley Independent School District #1, 6000 W Moore Lake Drive NE, Fridley, MN 55432.
 - 16.1.2 Notice for Anoka County will be directed to Director, Anoka County Public Health and Environmental Services Department, 2100 3rd Avenue, Anoka, MN 55303.
 - 16.1.3 When notice is served by mail, it is deemed received 3 days after mailing.
 - 16.1.4 Delivery of a notice or document in accordance with this section is considered equivalent to a delivery method required under applicable law.

17. MERGER

- 17.1 The parties' entire agreement is contained in this document.
- 17.2 This Contract supersedes all oral agreements and negotiations by the parties relating to its subject matter.
- 17.3 Items referred to in this Contract are incorporated or attached and deemed to be part of the Contract.

18. MODIFICATIONS

- 18.1 To alter, modify, or amend the Contract, the parties must have a written agreement signed by their authorized representative(s).
- 18.2 An interpretation or variation to the Contract that is not viewed as material does not require signature.

19. NOTICE OF SEVERABILITY

- 19.1 The provisions of this Contract shall be deemed severable. If any party of this Contract is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts, which are void, invalid or otherwise unenforceable, shall substantially impair the value of the entire Contract with respect to the other party.

20. DEFAULT AND REMEDY

- 20.1 Failure of the Contractor (including the failure of any employee or agent of the Contractor) to abide by any of the terms, conditions, or requirements expressed in this Contract shall constitute a default if not properly corrected by the Contractor upon receipt of a notice of deficiency and a request for compliance from the County. In the event of a default by the Contractor, the County may cancel this Contract by sending a written notice of cancellation to the Contractor at the address stated above, may withhold payment under this Contract and may recover from the Contractor any damages sustained by the County which may directly or consequently arise out of the breach of this Contract by the Contractor.
- 20.2 All remedies available to either party under the terms of this Contract or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.3 Waiver of any default shall not be deemed to be a waiver of any subsequent default.
- 20.3.1 Waiver of breach of any provision of this Contract shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by authorized representatives of Anoka County and CONTRACTOR.
- 20.4 Both parties have a duty to mitigate damages and shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to a remedy hereunder.

21. COUNTERPARTS

- 21.1 This Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

22. CONTRACT MANAGER

- 22.1 The County Contract Manager for this contract is **Laurie Brovold**.
- 22.2 Any questions regarding this contract may be directed to the Contract Manager at 763-324-4202 or **Laurie.Brovold@co.anoka.mn.us**.

CONTRACTOR having signed this Contract, and the proper County officials having signed this Contract, the parties agree to be bound by its provisions.

ANOKA COUNTY

CONTRACTOR

By: DocuSigned by:
Jonelle Hubbard
A902D6C5D13B4F7...
Jonelle Hubbard, Director
Public Health &
Environmental Services

Dated: 10/7/2021

By: DocuSigned by:
kim hiel
C6499C62F04D4E7...
Print Name: kim hiel

Title: Superintendnet

Dated: 10/6/2021

ATTACHMENT A**PUBLIC HEALTH STANDARD ASSURANCES AND CERTIFICATIONS****I. NON-DISCRIMINATION**

- A. Anoka County is an Affirmative Action/Equal Opportunity Employer. In accordance with Anoka County policies and applicable federal and state laws against discrimination, Contractor will not illegally exclude any person from full employment rights or participation in any program, service or activity or deny the benefits of, or otherwise subject any person to discrimination under, any program, service or activity.
- B. While performing the Contract, Contractor will not illegally discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, marital status, public assistance status, disability, sexual orientation, gender identity or age.
- C. Contractor will comply with any applicable federal or state law regarding non-discrimination, including the following laws that may be applicable: The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e, et seq., which prohibits discrimination in employment because of race, color, religion, sex, or national origin; Executive Order 11246, as amended, which prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex sexual orientation, gender identity or national origin, and supplemented with regulations at 41 C.F.R. pt. 60; The Rehabilitation Act of 1973, as amended 29 U.S.C. § 701, et seq., and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act, which prohibits discrimination against qualified handicapped persons in the access to or participation in federally funded services or employment; The Age Discrimination in Employment Act of 1967, as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age; The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206, which provides that an employer may not discriminate based on sex by paying employees of different sexes differently for the same work; Minn. Stat. Chap. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, public assistance status, familial status, membership or activity in a local commission, disability, sexual orientation, or age; Minn. Stat. § 181.59, which prohibits discrimination against any person by reason of race, color, or creed in any state or political subdivision contract for materials, supplies or construction; and The Americans with Disabilities Act of 1990, which generally prohibits discrimination based on disability.
- D. If the Contract is for more than \$100,000.00 and Contractor has employed more than 40 full-time employees during the previous twelve months, Contractor **certifies** by signing the Contract that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minn. Stat. § 363A.36.
- E. No funds received under the Contract will be used to provide religious or sectarian training or services.

II. DATA PRACTICES

- A. Data collected, created, received, maintained, disseminated, or used for any purpose while Contractor is providing services under the Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, and rules adopted to implement the Act as well as other state and federal laws on data privacy.
- B. Contractor agrees to comply with the statutes and rules currently in effect and as amended; pursuant to Minn. Stat. § 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained or disseminated by Contractor in performing the duties under this contract are subject to the requirements of Minnesota Statutes Chapter 13; all remedies set forth in Minn. Stat. § 13.08 may apply to Contractor.
- C. Unless otherwise stated in the contract, the person identified by the Contract to receive notice is designated the responsible authority for data under Minn. Stat. § 13.46, subd. 10(a)(4).
- D. Contractor may access welfare data on individuals when necessary for program purposes to provide services under the Contract as permitted by law.

- E. Contractor will allow access to data to a responsible authority in the welfare system when access is necessary for administrating and managing programs as permitted by law or as authorized or required by state or federal law.
- F. Contractor is not required under the Contract to provide public data to the public if that same data is available from Anoka County.

III. RECORDS AUDIT/RETENTION

- A. Contractor agrees that its bonds, records, documents, accounting procedures and practices, and other papers relevant to the Contract are subject to examination, duplication, transcription, and audit by Anoka County, Minnesota Department of Human Services [DHS], Legislative or State Auditor under Minn. Stat. § 16C.05, subd. 5, and U.S. Department of Health and Human Services; these documents are subject to review by the U.S. Comptroller General, or a duly authorized representative, if federal funds are used for work under the Contract.
- B. Contractor agrees to maintain these documents for a minimum of 6 years from the last date services were provided or payment made, or longer if an audit in progress requires a longer retention period.
- C. Contractor agrees to comply with applicable DHS policies regarding social services recording and monitoring procedures as defined and described in the DHS rules and manuals.

IV. WORKER HEALTH, SAFETY, AND TRAINING

- A. Contractor is solely responsible for the health and safety of its employees and agents while they are performing work under the Contract and will ensure that personnel are properly trained and supervised and, when applicable, licensed or certified appropriate to the tasks engaged in under the Contract.
- B. Contractor will comply with the "Occupational Safety and Health Act" and the "Employee Right to Know Act," Minn. Stat. §§ 182.65 et seq., where applicable.

V. FAIR HEARING / GRIEVANCE PROCEDURE

Contractor will assist the County in complying with Minn. Stat. § 256.045, Administrative and Judicial Review of Human Services Matters and will have a grievance procedure for individuals receiving services under the Contract.

VI. MANDATORY REPORTING

Contractor will comply with Minn. Stat. § 626.556, Reporting of Maltreatment of Minors, and Minn. Stat. §§ 626.557 et seq., Reporting of Maltreatment of Vulnerable Adults, and any rules promulgated to implement the statutes.

VII. DHS THIRD-PARTY BENEFICIARY

- A. When relevant, Contractor understands and agrees that DHS is a third-party beneficiary and an affected party under the Contract pursuant to Minn. Stat. § 245.466, Minn. R. pt. 9525.1870, or a similar legal requirement.
- B. Contractor agrees that DHS, as well as Anoka County, has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages or specific performance of all or any part of the Contract between Anoka County and Contractor.
- C. Contractor specifically acknowledges that Anoka County and DHS are entitled to, and may recover from Contractor, reasonable attorneys' fees and costs and disbursements associated with an action taken under this provision that is successfully maintained.

- D. These provisions will not be construed to limit the rights of any party to the Contract or any other third-party beneficiary, nor will it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.
- E. Subcontracts will have the same or similar language acknowledging that DHS is a third-party beneficiary.

VIII. PSYCHOTHERAPISTS

If applicable, Contractor will continue to comply with Minn. Stat. Chapter 604 Civil Liability, §604.20 - §604.205, with regard to any currently or formerly employed psychotherapists or any applicants for psychotherapist positions.

IX. SERVICE PERFORMANCE

- A. Contractor will provide Purchased Services in the amount, frequency, and duration specified in an individual service plan and will direct services toward achieving specified goals and objectives.
- B. Contractor must give an Eligible Recipient and appropriate county agency written notice before discharging the Eligible Recipient or terminating Purchased Services to the Eligible Recipient.
- C. Contractor agrees to comply with applicable federal and state laws, rules and regulations, as well as local ordinances that are in effect while providing Purchased Services.
- D. Except as otherwise specified in the Contract, Contractor will maintain control with respect to the methods, times, means and personnel used in providing Purchased Services.
- E. Contractor **certifies** that: services to be provided under this Contract are not otherwise available without cost to Eligible Recipients; payment claims for Purchased Services will be in accordance with rates of payment that do not exceed amounts reasonable and necessary to assure quality of service; rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.

X. FINAL PAYMENT

- A. Under Minn. Stat. § 270C.66, final payment may be withheld until Contractor furnishes Anoka County with proof that all outstanding withholding taxes, penalties and interest are paid.
- B. Anoka County may require proof in the form of a certificate issued by the Commissioner of Revenue.

XI. INDEPENDENT CONTRACTOR

- A. Contractor is, and will remain, an independent contractor with respect to all services performed under the Contract.
- B. Nothing in the Contract creates or establishes a co-partner relationship between Anoka County and Contractor or makes Contractor an agent, representative, or employee of Anoka County for any purpose.
- C. No benefits available to Anoka County employees will accrue to Contractor or Contractor's employees or agents performing services under the Contract.

XII. MINNESOTA LAW

- A. Minnesota laws govern all questions related to the Contract.
- B. The parties will venue any proceedings related to the Contract in the Anoka County District Court, State of Minnesota.

XIII. SUBCONTRACTORS

- A. Under Minn. Stat. § 471.425, Contractor must pay any subcontractor for undisputed services provided by the subcontractor within 10 days after Contractor receives payment for services.
- B. Contractor agrees to pay interest as provided in Minn. Stat. § 471.425 on any undisputed amount not paid on time.

XIV. EXCLUDED MEDICAL ASSISTANCE PROVIDERS

By signing the Contract, Contractor certifies that it is not an excluded vendor under § 2005(a)(9) of Title XX of the Social Security Act.

XV. PREVAILING WAGE

Contractor will assure that any worker hired to provide services funded under the Contract who falls within a job classification established and published by the Minnesota Department of Labor & Industry will be paid, at a minimum, the prevailing wage rate as certified by that Department.

XVI. SINGLE AUDIT ACT

If applicable, CONTRACTOR will comply with the Single Audit Act of 1984 (Public Law 98-502) as amended (31 U.S.C. chap 75) and OMB Circular A-128 (or A-133 or A-110 as applicable).

XVII. HIPAA COMPLIANCE

CONTRACTOR agrees to comply with all applicable requirements in the regulations adopted under the Health Insurance Portability and Accountability Act (HIPAA), including specifically the privacy regulations in 45 C.F.R. Parts 160 and 164 and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (Pub.L. 111-5).

XVIII. CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY

Federal regulations (42 CFR §455.100) prohibit Anoka County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Also Minn. Stat. § 16C.03 provides the Minnesota Commissioner of Administration with the authority to debar and suspend vendors. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process that they have abused the public trust in a serious manner.

By signing this Contract, Contractor **certifies** that it and its principals* and employees:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with the federal, state or local governmental department or agency; and
- B. Have not within a 3 year period preceding this contract:
1. been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 2. violated any federal or state antitrust statutes; or
 3. committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
1. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 2. violating any federal or state antitrust statutes; or
 3. committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

- D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above.

XIX. CERTIFICATION REGARDING LOBBYING

Federal law (31 U.S.C. § 1352) requires that Anoka County, as a subgrant recipient of SSBG (Social Services Block Grant) funds through the Minnesota Department of Human Services, certify that it will not use any Federal appropriated funds to do any lobbying at the Federal level, and to report the use of any other funds to do such lobbying with regard to any Federal appropriated funds received by Anoka County. In addition, Anoka County is required to have all subrecipients certify likewise.

In situations in which the contract identifies Contractor as a subrecipient of SSBG funds, Contractor **certifies** by signing this Contract that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By signing this Contract, Contractor **certifies** that it and its principals* and employees shall immediately give written notice to Anoka County should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local) transaction or contract; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

*For purposes of these certifications, "principals" means: officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

ATTACHMENT B**INSURANCE REQUIREMENTS****1. INSURANCE**

- 1.1. Contractor will procure and maintain for the duration of this Agreement (hereinafter referred to as the "Contract"), insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work herein by the contractor, its agents, representatives, employees or subcontractors.
- 1.2. **Commercial General Liability.** Contractor will maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a combined limit of not less than \$1,500,000 each occurrence.
 - 1.2.1. CGL Insurance will be written on ISO occurrence form CG 00 01 96 (or a substitute form providing equivalent coverage), and will cover liability arising from premises, operations, independent Contractor, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.
 - 1.2.2. **Anoka County**, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants, are named as Additional Insured under the Commercial General Liability, using ISO additional insured endorsement CG 20 26 or substitute providing equivalent coverage, and under the commercial umbrella, if any with respect to liability arising out of the contractor's work and services performed for the County. This coverage shall be primary to the Additional Insured.
 - 1.2.3. The County's insurance will be excess of the Contractor's insurance and will not contribute to it. The Contractor's coverage will contain no special limitations on the scope of protection afforded to the County, its agents, officers, directors, and employees.
 - 1.2.4. **Waiver of Subrogation.** Contractor waives all rights against Anoka County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Commercial General Liability or commercial umbrella liability insurance obtained by Contractor pursuant to Paragraph 1.1. Contractor will obtain an endorsement to affect this waiver.
- 1.3. **Workers' Compensation Insurance.** Contractor will maintain Workers' Compensation Insurance as required by the State of Minnesota and Employers Liability Insurance with limits not less than \$100,000 Bodily Injury By Accident for each accident, not less than \$100,000 Bodily Injury By Disease for each employee and not less than \$500,000 Bodily Injury By Disease policy limit.
 - 1.3.1. If Contractor is not required by Statute to carry Workers' Compensation insurance, Contractor must provide a letter on their letterhead which includes:
 - 1.3.1.1. Evidence why the Contractor is not required to obtain Workers' Compensation Insurance.
 - 1.3.1.2. A statement in writing which agrees to provide notice to Anoka County of any change in Contractor's exception status under the Minnesota State Statutes 176.041; and
 - 1.3.1.3. A statement which agrees to hold Anoka County harmless and indemnify the County from and against any and all claims and losses brought by Contractor or any subcontractor or other persons claiming injury or illness resulting from performance of work this contract.
 - 1.3.2. **Waiver of Subrogation.** Contractor waives all rights against Anoka County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor. Contractor will obtain an endorsement to affect this waiver.

1.4. Other Insurance Provisions

- 1.4.1. Prior to the start of this Contract, Contractor will furnish Anoka County with a certificate of insurance and copies of the endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Failure of Anoka County to demand such certificate or other evidence of full compliance with the insurance requirements or failure of Anoka County to identify deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to provide the required certificates of insurance and endorsements constitutes a breach of this contract.
- 1.4.2. Cancellation and Material Change Endorsement shall be included on all insurance policies required by the County. Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to the County at the office and attention of the Certificate Holder. This endorsement supersedes the Standard Cancellation Statement on Certifications of Insurance to which this endorsement is attached.
- 1.4.3. **No Representation of Coverage Adequacy.** By requiring insurance herein, Anoka County does not represent that coverage and limits will necessarily be adequate to protect the Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Anoka County in this Contract.
- 1.4.4. **Cross-Liability coverage.** If Contractor's liability does not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

Revised 9/11/17; 5/7/21

Rev 11-2017

ATTACHMENT C**Limited English Proficiency Language Access Requirements**

Entities that receive any Federal financial assistance from the U.S. Department of Health and Human Services [HHS], directly or indirectly, through a grant, contract or subcontract are covered by the policy guidance related to limited English proficiency issued by the Office of Civil Rights [OCR], which is described in DHS Instructional Bulletin No. 00-89-4. All parts of a recipient's operations are covered by Title VI obligations, not just the part of the recipient's program that uses the Federal financial assistance.

Those contractors, grantees, licensees, and any other public or private individual or organization that operate, provide or engage in health or social services programs and activities for Anoka County Human Services and indirectly receive federal HHS funding to administer their programs and activities, must comply with Title VI language access requirements and provide language assistance services to all applicants and clients with limited English proficiency free of charge and in a timely manner during all hours of operation.

Individuals with limited English proficiency need meaningful access to programs and services. Effective communication is required to have meaningful access. A provider can ensure effective communication by developing and implementing its Limited English Proficiency [LEP] plan. (Note: When an individual with limited English proficiency also has limited understanding or cannot read, access may be complicated by factors not covered by Title VI because those factors are not directly related to national origin or language.)

In developing its LEP plan, a provider needs to include oral language assistance options. An LEP plan also should include policies and procedures that:

1. identify and assess language needs for the provider's applicants and clients with limited English proficiency;
2. provide notice to individuals with limited English proficiency about the right to language assistance free of charge and in a timely manner during all hours of operation;
3. require regular staff training;
4. provide for monitoring of the LEP plan; and
5. in certain circumstances, provide for the translation of written materials.

Providers, especially smaller providers, have considerable flexibility in designing their own LEP plans. Factors that influence the types of language assistance that a provider should have in place include:

1. the size of the eligible non-English or limited English speaking population it serves;
2. the size of the provider;
3. the nature of the programs and services and their objectives;
4. the language assistance resources available in the affected service delivery areas;
5. the frequency with which particular languages are encountered; and
6. the frequency with which persons with limited English proficiency come into contact with the programs and services offered.

At a minimum, all persons with limited English proficiency who seek services from service providers must be given oral language assistance, including an interpreter, free of charge, whether in-person or by telephone. The burden of providing the interpreter must never be on the person with limited English proficiency.

When a significant number or percentage of population eligible to be served needs services or information in a language other than English to communicate effectively, a provider needs to develop and implement an LEP plan to provide written materials in languages other than English. If the number or percentage of the population eligible to be served, or likely to be directly affected by the program, is not significant, the provider may not need to translate written materials. But the provider still would have to provide oral interpretation of the written documents or an equally effective alternative to ensure meaningful access.

The LEP plan should be developed by a provider after assessing the language needs of the limited English populations in its service delivery area. LEP plans have different levels of complexity and substance depending upon the needs of persons with limited English proficiency who are eligible for services. The objective is to provide meaningful access to services.

A provider can identify the non-English languages likely to be encountered and estimate the number of limited English proficiency persons eligible for services or likely to be directly affected by its program by:

- reviewing census data, client utilization data, and data from school systems and community agencies;
- identifying language needs of each limited English proficiency client and recording this information;
- identifying points of contact in its program where language assistance is likely to be needed;
- identifying the resources that will be needed to provide effective language assistance;
- identifying the location and availability of these resources; and
- identifying the arrangements that must be made to access these resources in a timely fashion.

A provider needs procedures in its LEP plan for obtaining and providing trained and competent interpreters and other oral language assistance services in a timely manner. This may involve hiring bilingual staff who are trained and competent in the skill of interpreting; hiring staff interpreters who are trained and competent in the skill of interpreting; contracting with an outside interpreter service for trained and competent interpreters; arranging formally for the services of voluntary community interpreters who are trained and competent in the skill of interpreting; or contracting for the use of a telephone language interpreter service.

A provider also needs to develop, and provide training on, procedures for timely and effective telephone communication between staff and limited English proficiency persons.

A provider should use language identification cards that would allow limited English proficiency clients or applicants to identify their language needs to staff. To be effective, the I speak cards must invite a limited English proficiency person to identify the language he or she speaks.

A provider should consider posting and maintaining signs in regularly encountered languages other than English in waiting rooms, reception areas and other initial points of entry to inform individuals about the right to free language assistance services and to invite individuals to identify themselves as persons needing such services.

A provider should consider including statements about the services available and the right to free language assistance services, in appropriate non-English languages, in brochures, booklets, outreach and recruitment information and other materials that are routinely disseminated to the public.

Compliance with the Title VI language assistance obligation is most likely when a provider continuously monitors its program, makes modifications where necessary, and periodically trains its employees in implementing the policies and procedures. Effective training ensures employees: know about the provider's LEP plan and its policies and procedures; are trained to work effectively with in-person and telephone interpreters; and understand the dynamics of interpretation between clients, providers and interpreters.

Small providers have considerable flexibility in determining precisely how to fulfill their obligations to ensure meaningful access for persons with limited English proficiency. The key is to ensure that relevant circumstances about the limited English proficiency individual's situation can be effectively communicated to the provider and that the individual is able to understand the services and benefits available and to receive those services and benefits for which he or she is eligible in a timely manner.

[Additional information available in Minnesota Department of Human Services Bulletin #00-89-4 and U.S. Department of Health and Human Services Office of Civil Rights Policy Guidance, 65 Fed. Reg. 56762.]

ATTACHMENT D

Purchased Services

SHIP School setting strategies include:

- **Healthy Eating**
 - Creating sustainable policy, systems, and environmental change by increasing access to healthier options and decreasing access to unhealthy options, enhancing health literacy to school decision makers (providing professional and skill development trainings leading to practice change), and by changing district policy.
 - All healthy eating initiatives should focus on the following goals:
 - Increasing access to fruits and vegetables
 - Decreasing access to foods high in sodium, saturated fat, and added sugars.
 - Evidenced-based activities to reach these goals include: Farm to School, School-based Agriculture, Healthy Snacks during the day, Healthy Snacks outside of the school day and integrating Smarter Lunchroom initiatives.
- **Active Living**
 - Implementing policies and practices that create active schools by increasing opportunities for physical activity throughout the school day.
 - Evidenced-based activities to reach these goals include: implementing quality physical education (enhancing PE), active classrooms, active recess at the elementary level and drop-in time options at the junior and high school levels, and before or after school physical activity opportunities including Safe Routes to School.
- **Tobacco**
 - Implementing policies and practices that reduce e-cigarette use among students through evidence-based activities such as model policy development and implementation, curriculum, staff development, parent education, and messaging.
- **Well-Being**
 - Well-Being activities can take a variety of shapes including staff trainings on Adverse Childhood Experiences (ACEs) and how to develop trauma-informed practices. Activities could include connections with nature and the equipment that could accompany those activities, such as materials for journaling. Overall, local SHIP staff have the flexibility and creativity to support projects on Well-Being.

School partners will have dedicated staff at each site to champion and coordinate SHIP grant activities throughout the school. Responsibilities include:

- Facilitate assessments (including the school health index assessment) as needed, identification of strategy activities, development of action plans, assure implementation, evaluation and maintenance of PSE change
- Create an organizational plan that includes the district wellness committee, communication and action plan, and goals to achieve desired outcomes within the areas of policy, system, and environmental changes
- Assist in developing a budget and work/action plan
- Participate in and/or facilitate the School Wellness Committee
- Work with Anoka County SHIP Coordinator to identify strategy activities
- Work with Anoka County SHIP Coordinator regarding activity requiring financial approval
- Identify and facilitate training opportunities to support PSE change
- Collaborate and coordinate with Anoka County SHIP Coordinator on strategy/activity changes and implementation
- Consistent communication with Anoka County SHIP Coordinator
- Participate in both internal and external School Setting SHIP meetings
- Facilitate and assist with School and Anoka County SHIP reporting and evaluation