



## Fridley Public Schools School Board Work Session Agenda

Tuesday, November 16, 2021 at 5:30 PM

Fridley Community Center

6085 7th Street NE

Fridley, MN 55432

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# FRIDLEY PUBLIC SCHOOLS

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Fridley Public Schools Policies Presented for Second Reading  
November 16, 2021

#	Policy Name	Change/Revision
510	School Activities	Removed statement about activities being secondary to education
505	Distribution of Non-School Sponsored Materials on School Premises By Students and Employees	Title Change Definitions Updated
512	School Sponsored Student Publications and Activities	Definitions Updated

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## **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 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

Revised November 16, 2021

Second Reading



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## **505 Distribution of Non-School Sponsored Materials on School Premises By Students and Employees**

### **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; 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) 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.



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- 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, 92 505-6 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

Revised November 16, 2021



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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; 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 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

Revised November 16, 2021



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## 519 Interviews of Students by Outside Agencies

### I. Purpose

There are occasions in which persons other than school district officials and employees find it necessary to speak with a student during the school day. The school board values student safety and avoiding disruptions to the educational programs of the school district. The purpose of this policy is to establish the procedures for access to students by authorized individuals during the school day.

### II. General Statement of Policy

A. It shall be the general practice of the school district that students may not be interviewed during the school day by persons other than a student's parents, school district officials, employees and/or agents, except as otherwise provided by law and/or this policy.

B. Requests from law enforcement officers and those other than a student's parents, school district officials, employees and/or agents to interview students shall be made through the principal's office. Upon receiving a request, it shall be the responsibility of the principal to determine whether the request will be granted. Prior to granting a request, the principal shall attempt to contact the student's parents to inform them of the request, except where otherwise prohibited by law.

B-C. Occasionally the media may request to highlight a student. These requests shall be made to the department of communications who will review and grant or deny the request according to FERPA guidelines and parent permission through the district media release form.

### III. Interviews Conducted Under the Maltreatment of Minors Act

~~A. Interviews may be conducted without parental consent.~~

A. In the case of an investigation pursuant to the Maltreatment of Minors Act, Minn. Stat. 626.556, Subd. 10, a local welfare agency responsible for investigating the report, and a local law enforcement agency may interview, without parental consent, an alleged victim and any minors who currently reside with or who have resided with the alleged perpetrator. The interview may take place at school and during school hours. School district officials will work with the local welfare agency, responsible for investigating the report, or law enforcement agency to select a place appropriate for the interview. The interview may take place outside the presence of the perpetrator or parent, legal custodian, guardian, or school district official.

~~B. Order of the juvenile court.~~

B. If the interview took place or is to take place on school district property, an order of the juvenile court pursuant to Minn. Stat. 626.556, Subd. 10 (c) may specify that school district officials may not disclose to the parent, legal custodian, or guardian the contents of the notification of intent to interview the child on school district property and/or any other related information regarding the interview that may be a part of the child's record. The school district official must receive a copy of the order from the local welfare or law enforcement agency.

~~C. Prior written notice of interview to school officials.~~

C. When the local welfare ~~agency~~ or local law enforcement agency, ~~or agency~~ responsible for assessing or investigating a report of maltreatment determines that an interview should take place on school district property, school district officials must receive written notification of intent to interview the child on school district property prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school district property. Where the interviews are conducted by the local welfare agency, the notification must be signed by the chair of the local social services agency or the chair's designee. The notification is private educational data on the student. School district officials may not disclose to the parent, legal custodian or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded, unless a school employee or agent is alleged to have maltreated the child. Until school district officials receive said notification, all inquiries regarding the nature of the investigation or assessment should be directed to the local welfare, ~~agency~~ or law enforcement agency or the agency responsible for assessing or investigating a report of maltreatment ~~the investigation~~.

~~D. Time, place, and manner of the interview.~~

D. School district officials shall have discretion to reasonably schedule the time, place, and manner of an interview by a local welfare or local law enforcement agency on school district premises. However, where the alleged perpetrator is believed to be a school district official or employee, the local welfare or local law enforcement agency will have discretion to determine where the interview will be held. The interview must be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school district officials and the local welfare or law enforcement agency. However, school district officials must yield to the discretion of the local welfare or law enforcement agency concerning other persons in attendance at the interview. School district officials will make every effort to reduce the disruption to the educational program of the child, other students, or school staff when an interview is conducted on school district premises.



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~~E. Limits to removing students from school.~~

- E. Students shall not be taken from school district property without the consent of the principal and without a proper warrant.

***Legal References:***

Minn. Stat. 13.32 (Educational Data)

Minn. Stat. 626.556, Subd. 10(c) and (d) (Duties of Local Welfare Agency and Local Law enforcement agency upon receipt of a report)

***Cross References:***

[Policy 103 \(Complaints-Students, Employees, Parents, Other Persons\)](#)

[Policy 414 \(Mandated Reporting of Child Neglect or physical or Sexual Abuse\)](#)

[Policy 515 \(Protection and Privacy of Pupil Records\)](#)

**SCHOOL BOARD ACTION:**

Adopted on June 18, 2002

## 520 Student Surveys

### I. Purpose

Occasionally, the school district utilizes surveys to obtain student opinions and information about students. The purpose of this policy is to establish the parameters of information that may be sought in student surveys.

### II. General Statement of Policy

~~It is the policy of the school board that s~~Student surveys may be conducted as determined necessary by the school and/or district administration and subject to the guidelines in this policy. Surveys, analyses and evaluations conducted as part of any program funded through the U.S. Department of Education must comply with 20 U.S.C. 1232h.

### III. Guidelines

~~The following are guidelines for protecting student confidentiality and certain personal information about the student:~~

- A. Student surveys will be conducted anonymously and in an undiscernible fashion. No mechanism will be used for identifying the participating student in any way. No attempt will be made in any way to identify a student survey participant. There will be no requirement that the student return the survey, and no record of the student returning a survey will be maintained.
- B. The superintendent may choose not to approve any survey that seeks probing personal and/or sensitive information that could result in identifying the survey participant, or is discriminatory in nature based on age, race, color, sex, disability, religion, or national origin.
- C. Surveys containing questions pertaining to the student's or the student's parent(s) or guardian(s) personal beliefs or practices in sex, family life, morality and religion will not be administered to any student unless the parent or guardian of the student is notified in writing that such survey is to be administered and the parent or guardian of the student gives written permission for the student to participate or has the opportunity to opt out of the survey in such survey. Any and all documents containing the written permission of a parent for a student to participate in a survey will be maintained by the school district in a ~~file~~-separate file from the survey responses.
- D. Although the surveys ~~is~~-are conducted anonymously, potential exists for personally identifiable information to be provided in response thereto. To the extent that personally identifiable information of a student is contained in his or her responses to a survey, the school district will take appropriate steps to ensure the data is protected in accordance with Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act), 20 U.S.C. 1232g (Family Educational Rights and Privacy Act) and 34 C.F.R. Part 99.

- E. The school district must not impose an academic or other penalty on a student who opts out of participating in a student survey.

#### **IV. Student Surveys Conducted as Part of U.S. Department of Education Programs**

- A. All instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis or evaluation as part of any program funded in whole or in part by the U.S. Department of Education, shall be available for inspection by the parents or guardians of the students.
- B. No student shall be required, as part of any program funded in whole or in part by the U.S. Department of Education, without the prior consent of the student (if the student is an adult or emancipated minor), or in the case of an unemancipated minor, without the prior written consent of the parent, to submit to a survey that reveals information concerning:
  - 1. political affiliations or beliefs of the student or student's parents;
  - 2. mental and psychological problems of the student or the student's family;
  - 3. sex behavior and attitudes;
  - 4. illegal, antisocial, self-incriminating and demeaning behavior;
  - 5. critical appraisals of other individuals with whom respondents have close family relationships;
  - 6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers
  - 7. religious practices, affiliations, or beliefs of the student or the student's parent; or
  - 8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).
- C. A school district that receives funds under any program funded by the U.S. Department of Education shall develop local policies consistent with Sections IV.A. and IV.B., above concerning student privacy, parental access to information, and administration of certain physical examinations to minors.
  - 1. The following policies are to be adopted in consultation with parents:
    - a. The right of a parent to inspect, on request, a survey, including an evaluation, created by a third party before the survey is administered or distributed by a school

to a student, including procedures for granting a parent’s request for reasonable access to such survey within a reasonable period of time after the request is received.

“Parent” means includes, a legal guardian, or other person acting *in loco parentis* (in place of a parent), such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child.

- b. Arrangements to protect student survey privacy in the event of the administration or distribution of a survey, including an evaluation to a student which contains one or more of the items listed in Section IV.B. above, including the right of a parent of a student to inspect, on request, any such survey.
- c. The right of a parent of a student to inspect, on request, any instructional material used as part of the educational curriculum for the student and procedures for granting a request by a parent for such access within a reasonable period of time after the request is received.

“Instructional material” means instructional content that is provided to a student, regardless of format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (i.e., materials accessible through the Internet). The term does not include academic tests or academic assessments.

- d. The administration of physical examinations or screenings that the school district may administer to a student. This provision does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. § 1400, *et seq.*)
- e. The collection, disclosure or use of personal information collected from students for the purpose of marketing or selling that information (or otherwise providing the information to others for that purpose), including arrangements to protect student privacy that are provided by the school district in the event of such collection, disclosure, or use.
  - 1) “Personal information” means individually identifiable information including a student or parent’s first and last name; a home or other physical address (including street name and the name of the city or town); a telephone number; or a Social Security identification number.
  - 2) This provision does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students

or educational institutions, such as:

- a) College or other post-secondary education recruitment or military;
  - b) Book clubs, magazines, and programs providing access to low cost literary products;
  - c) Curriculum and instructional materials used by elementary and secondary schools;
  - d) Tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students, or to generate other statistically useful data for the purpose of securing such tests and assessments and the subsequent analysis and public release of the aggregate data from such tests and assessments;
  - e) The sale by students of products or services to raise funds for school-related or education-related activities; and
  - f) Student recognition programs.
- 3) The right of a parent to inspect on request, any instrument used in the collection of information, as described in Section IV.C.1., Subparagraph e, above, before the instrument is administered or distributed to a student and procedures for granting a request by a parent for reasonable access to such an instrument within a reasonable period of time after the request is received.
2. The policies adopted under Section IV.C., Subparagraph 1., above, shall provide for reasonable notice of the adoption or continued use of such policies directly to parents of students enrolled in or served by the school district.
- a. The notice will be provided at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in a policy. The notice will provide parents with an opportunity to opt out of participation in the following activities:
    - i. Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, or otherwise providing that information to others for that purpose.

- ii. The administration of any third-party survey (non-Department of Education funded) containing one or more of the items contained in Section IV.B., above.
- iii. Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered by the school and scheduled by the school in advance, and not necessary to protect the immediate health and safety of the student or other students.

“Invasive physical examination” means any medical examination that involves the exposure of private body parts, or act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.

- c. The notice will advise students of the specific or approximate dates during the school year when the activities in Section IV.C.2., Subparagraph b., above, are scheduled, or expected to be scheduled.
- d. The notice provisions shall not be construed to preempt applicable provisions of state law that require parental notification and do not apply to any physical examination or screening that is permitted or required by applicable state law, including physical examinations or screenings that are permitted without parental notification.

## V. Notice

- A. The school district must give parents and students notice of their rights under this section of the policy at the beginning of each school year and after any substantive changes to this policy.
- B. The school district must inform parents at the beginning of the school year if the district or school has identified specific or approximate dates for administering surveys and give parents reasonable notice of planned surveys scheduled after the start of the school year. The school district must give parents direct, timely notice when their students are scheduled to participate in a student survey by United States mail, email, or another direct form of communication.
- C. The school district must give parents the opportunity to review the survey and to opt their students out of participating in the survey.
- D. Notice must be provided in the language of the parent/guardian where necessary.

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

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

Minn. Stat § 121A.065 (District Surveys to Collect Student Information: Parent Notice and Opportunity for Opting Out)



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

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A World-Class Community of Learners

20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
20 U.S.C. § 1232h (Protection of Pupil Rights)  
34 C.F.R. Part 99 (Family Educational Rights and Privacy Act Regulations)  
*Gonzaga University v. Doe*, 536 U.S. 273, 122 S.Ct. 2268, 153 L.Ed. 2d 309 (2002)  
*C.N. v. Ridgewood Bd. Of Educ.*, 430 F.3d. 159 (3<sup>rd</sup> Cir. 2005)  
*Fields v. Palmdale School Dist.*, 427 F.3d. 1197 (0<sup>th</sup> Cir. 2005)

***Cross References:***

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model 522 (Student Sex Nondiscrimination)

***School Board Action:***

Adopted June 18, 2002  
Revised February 16, 2016  
Revised September 20, 2016  
Revised January 15, 2019

First Reading

## Personnel Changes 2021-22 School Year

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

First Name	Last Name	Assignment	Step/Lane/Salary	School
Thomas	Ashley	Building Monitor	\$14.00/hour	FCC
Lauren	Backstrom	Strength Training – Fall	Schedule C	FHS
Fatima	Barhoun	Cook	\$14.03/hour	FHS
Hope	Brandner	Paraeducator	\$14.99/hour	FCC
Brooke	Brose	Dance Team – Assistant Coach	Schedule C	FHS
Alexander	Douglas	Building Monitor	\$14.00/hour	FCC
Tracy	Eberlein	Dance Team – Head Coach	Schedule C	FHS
Amy	Engler	Dance Team – Assistant Coach	Schedule C	FHS
Erin	Green	Strength Training - Summer	Schedule C	FHS
Noah	Kloss	Custodian	\$15.06/hour	FHS
Madison	Morrissey	Paraeducator	\$14.99/hour	FMS
Jada	Probasco	Paraeducator	\$14.99/hour	FHS
Karissa	Rother	Occupational Therapist	MA/step 1	District
Maija	Salo	Dance Team – Assistant Coach	Schedule C	FHS
Sam	Vossler	Strength Training – Fall	Schedule C	FHS
Andrew	Wagner	Fall Production – Lighting	Schedule C	FHS
Jamie	Woods	Dance Team – Assistant Coach	Schedule C	FHS
Markai	Wotoe	Paraeducator	\$14.99/hour	FHS
Eric	Wright	Strength Training – Fall	Schedule C	FHS

### Lane Changes

First Name	Last Name	Current Lane	New Lane
Donna	Motlomelo	MA+20	MA+30
Dan	Nalepka	MA+20	MA+30
Mike	Wilmes	MA+20	MA+30

### Leave Requests (2021-2022)

- Blair Berger has requested a leave of absence from his teacher position at Fridley Middle Schools from September 9, 2021 through December 7, 2021.
- Cara Claggett has requested a leave of absence from her IB Coordinator position from January 4, 2022 through March 19, 2022.
- Alaina Dehnke has requested a leave of absence from her social worker position at Fridley Community Center from December 15, 2021 through January 18, 2022.
- Karla Hoeschen has requested a leave of absence from her Occupational Therapist’s position at Fridley Public Schools, effective October 25, 2021 through December 15, 2021.
- Casey Nelson has requested a leave of absence from his custodian position at Fridley High School from December 30, 2021 through January 13, 2022.

### Resignations (2021-2022)

- Haile Blonigen resigned her para position at Stevenson Elementary, effective October 28, 2021.

- Rebecca Hamlin resigned her teacher position at Hayes Elementary, effective October 29, 2021, she has not been released from her contract.
- Corey Hazard resigned his teacher position at Fridley Middle School, effective October 22, 2021.
- Jenna Hughes resigned her teacher position at Fridley High School, effective November 12, 2021.
- Krysta Landry resigned her payroll specialist position at Fridley Public Schools, effective November 3, 2021.
- Sabrina Mayer resigned her long term substitute teacher position at Fridley Middle School, effective October 20, 2021.
- LaDonna Miles resigned her para position at Fridley Community Center, effective October 21, 2021.
- Joshua Morros resigned his Classroom Assistant position at Fridley Community Center, effective October 28, 2021.

**Master Agreement**

**Between**

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

**And**

**PARAEDUCATORS**

**July 1, 2021 Through June 30, 2023**

**MASTER AGREEMENT BETWEEN  
FRIDLEY INDEPENDENT SCHOOL DISTRICT 14  
AND PARAEDUCATOR  
2021-2023**

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**THIS AGREEMENT**, made and entered into as of July 1, 2021, by and between the Independent School District 14 School Board of Anoka County, Minnesota, hereinafter referred to as the Employer, and the School Service Employees Local 284, hereinafter referred to as the Union.

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

**Section 1. Purpose**

Paraeducators have elected to bargain collectively with their Employer for said purpose a majority of same has affiliated themselves as members of the School Service Employees, Local 284, and have chosen said Union to bargain collectively in their behalf for wages, hours of employment and working conditions.

**Section 2. Recognition**

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

**Section 3. Obligation**

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

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

**Section 4. Authority of School Board**

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

**Subd. 1. Inherent Managerial Rights.** The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial

policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

**Subd. 2. Management Responsibilities.** The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

**Subd. 3. Effect of Laws, Rules, and Regulations.** The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders issued from time to time by properly designated officials of the school district. Any provision of this Agreement found to be in violation of any such laws shall be null and void and without force and effect.

### **Section 5. Dues Check-off**

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

This Section is subject to any and all limitations and restrictions under state and federal law.

## **ARTICLE II DEFINITIONS**

### **Section 1. Paraeducator**

For the purpose of this Agreement means an employee who performs instructional tasks or supervision of a child or children under the direct supervision of the teacher or as directed by the supervising administrator.

### **Section 2. Terms and Conditions of Employment**

Means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. "Terms and Conditions of Employment" is subject to the provisions of P.E.L.R.A.

### **Section 3. Bargaining Unit**

For the purpose of this Agreement means the group of employees employed by Independent School District 14 as Paraeducators for at least fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the existing bargaining unit.

### **Section 4. Exclusions**

The bargaining unit shall exclude the following: confidential employees, supervisory employees, essential employees, part-time employees whose service does not exceed 14 hours per week or 35% of the normal work week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 work days in any calendar year unless these positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds 67 calendar days in that year, and emergency employees.

### **Section 5. School District**

For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

### **Section 6. Other Terms**

Terms not defined in this Agreement shall have those meanings as defined in P.E.L.R.A.

### **Section 7. Applicability of Agreement Terms**

When an employee is a member of this bargaining unit by virtue of hours worked in a Paraeducator position, any time that employee spends in crossing guard or lunch supervisor work will be considered part of the employee's position assignment for purposes of benefits (i.e., terms of this agreement not including wages). The wage rate for crossing guard or lunch supervisor work will be determined by the District.

## **ARTICLE III WAGES AND WORK ASSIGNMENTS**

### **Section 1. Wage Schedules and Experience Increments: See Attachment A.**

The hourly wage schedules attached shall be a part of this Agreement.

### **Section 2. Step Advancement**

Employees will be advanced one step on schedule effective each July 1 if they have six months or more of employment in District 14. An employee who spends time either on layoff or unpaid leave of absence will return to employment at the same step as the employee held at the time the leave or layoff began. An employee who is laid off will not receive credit toward step movement or experience increments for the time the employee spends on layoff. An employee who spends more than three (3) months in a year on unpaid leave of absence will not receive credit for that year toward step or experience increments for the time the employee spends on leave.

### Section 3. Experience Increments

Each employee will receive the following increases to the hourly rates in the wage schedule when the employee has completed the indicated number of years of service to the District, effective July 1. To determine eligibility for this increment, an employee's personal anniversary date will be the July 1 of the calendar year in which the employee became employed. These amounts are not cumulative.

Experience Increments	2021-2023
After 10 years of service to the District	\$ .90
After 15 years of service to the District	\$1.20
After 20 years of service to the District	\$1.70
After 25 years of service to the District	\$2.00

### Section 4. Placement on Schedule

Employees not previously employed in the Fridley School District Paraeducator unit can be placed up to step three of the wage schedule upon notification of the union steward(s).

Employees who are re-employed will be placed on the salary schedule on the same step they were on at the time they were laid off and retain all other rights and benefits accrued before layoff.

### Section 5. Workshops and Meetings

Employees will be paid their normal hourly rate for any meetings outside scheduled work hours they are required by the District to attend. If attendance at a meeting is voluntary, the employee will not be paid for the meeting occurring outside of the employee's scheduled work hours.

The School District will pay for all employee expenses to employees who are required by the School District to attend workshops, schools or meetings. Employees will be given the option to attend a workshop of the employee's choosing for professional development subject to Superintendent's approval.

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

**Subd. B.** The District shall schedule paraeducators to participate in two (2) compensated non-student contact staff development days. The union steward(s) will meet for up to two hours annually with Director of Teaching and Learning and/or the Director of Special Services to discuss training ideas/content that would be beneficial for the position(s) and offer professional development.

## **Section 6. Work Schedule**

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

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

## **Section 7. Term of Employment**

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

## **Section 8. Mileage**

District mileage will be paid as allowed by the IRS.

## **Section 9. Overtime**

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

## **Section 10. Emergency School Closing**

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

## **Section 11. IRS 125B Plan**

An IRS 125B Plan is available for all employees.

## **Section 12. Paychecks**

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

## **Section 13. Work Breaks**

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

**ARTICLE IV  
INSURANCE**

**Section 1. Medical Insurance**

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

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

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

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

- B. At least 20 hours per week, but less than 25 hours per week:

Schedule in section A prorated through a calculation based on the employee’s weekly assigned hours divided by 25.

**Section 2. Dental Insurance**

The School District shall pay the total premium for individual coverage for employees working 25 hours or more per week. For employees working at least 20 hours per week but less than 25 hours per week, the district contribution will be the premium times a factor based on the employee’s weekly assigned hours divided by 25.

**Section 3 Life Insurance**

For employees working 25 hours or more per week, the School District shall pay the total premium for a \$25,000 group term policy. Employees working 25 hours or more per week, the School District shall pay the total premium for a \$50,000 group term policy. Employees may purchase an additional amount at employee expense and pursuant to the master insurance policy.

**Section 4. Long Term Disability Insurance**

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

### **Section 5. Option to Participate**

Employees not eligible for District contribution shall be allowed to participate in the medical, dental, life, and long term disability insurance plans at no cost to the District and if allowed by the insurance carrier.

## **ARTICLE V LEAVES OF ABSENCE**

### **Section 1. Sick Leave**

All employees covered by this contract shall be eligible for sick leave benefits. Employees will earn sick leave at a rate of one day (equal to the length of the employee's regular assigned day) of sick leave for each month of service for a maximum of ten (10) days per annum accumulative to a maximum of 900 hours or 138 days, whichever is lesser. A certificate from a physician may be required to substantiate the need for this leave. Earned sick leave may be used for illness or injury of relatives pursuant to Minn. Stat. § 181.9413 but must at least include the following individuals brother, sister, mother, father, spouse, domestic partner, child, in-laws, grandparents, grandchildren, and an individual for whom the employee is standing in loco parentis. Additional use of leave time may be granted at the discretion of the Superintendent or designee; denial of any additional days is not subject to the grievance procedure.

### **Section 2. Vacation Leave**

Three (3) vacation leave days shall be earned annually. Members of the paraeducator staff will receive their vacation allocation at the start of the school year. Vacation hours will be allocated based on the paraeducator's daily schedule (hours/day) and will be prorated based on days worked in the assignment. A paraeducator planning to use a vacation leave day(s) shall notify his/her principal as early as possible, but in any event at least one (1) week in advance, except in cases of emergency. The number of leave requests approved under this Section shall not exceed ten percent (10%) of the total paraeducator staff in the building in any one (1) day unless this restriction is waived at the discretion of the building principal. Vacation days may accrue to a total of seven (7). Vacation days not taken shall be paid by the District at the rate of \$45 per day provided written notice of intent to claim such pay is received by the District by May 1 or ten (10) days after notification of job elimination. Vacation days shall not be deducted from accumulated sick leave.

### **Section 3. Bereavement Leave**

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

Additional bereavement leave may be granted at the discretion of the Superintendent or designee.

#### **Section 4. Child Care Leave**

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

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

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

**Subd. 3.** If the reason for the child care leave is occasioned by pregnancy, an employee shall utilize sick leave pursuant to the sick leave provisions of this Agreement concurrently with a child care leave pursuant to this section during the period of actual physical inability to work. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery. The duration of such sick leave shall not exceed the period of actual physical inability to work. The definition of disability shall be as reasonably determined by a licensed physician.

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

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

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

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

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

**Subd. 8.** An employee who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave

time accumulated under the provisions of the Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence of child care leave.

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

### **Section 5. Unpaid Leaves**

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

### **Section 6. Jury Duty**

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

### **Section 7. Supplementation to Workers' Compensation Benefits**

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

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

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

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

**Section 8. Personal Leave**

Employees covered by this contract shall be eligible for two (2) days of personal leave per year to be deducted from sick leave for personal business and emergencies of a personal nature which requires the presence of the staff member during working hours, and which would be impossible to fulfill at any other time.

**ARTICLE VI  
HOLIDAYS**

**Section 1.**

Employees shall receive paid holidays according to the number of hours they are scheduled to work. An employee scheduled to work the following number of hours per year shall receive the corresponding number of holidays.

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

1044+ hours and after 10 years of service	11 holidays	Labor Day, Thanksgiving, Friday following Thanksgiving, Christmas Eve Day, Christmas Day, New Year’s Eve Day, New Year’s Day, Martin Luther King Jr. Day, Presidents Day, Good Friday, Memorial Day
1044+ hours	8 holidays	Thanksgiving, Friday following Thanksgiving, Christmas Eve Day, Christmas Day, New Year’s Eve Day, New Year’s Day, Presidents Day, Good Friday
870 - 1043	7 holidays	Thanksgiving, Friday following Thanksgiving, Christmas Eve Day, Christmas Day, New Year’s Eve Day, New Year’s Day, Good Friday
696 - 869	6 holidays	Thanksgiving, Christmas Eve Day, Christmas Day, New Year’s Eve Day, New Years Day, Good Friday
695 or less	5 holidays	Thanksgiving, Christmas Eve Day, Christmas Day, New Year’s Eve Day, Good Friday

The holidays for which employees may be paid, dependent upon number of scheduled hours and ten (10) years of service, are as follows:

Labor Day	
Thanksgiving Day	Friday following Thanksgiving
Christmas Eve Day	Christmas Day
New Year’s Eve Day	New Years Day
Martin Luther King Jr. Day	President’s Day
Good Friday	Memorial Day

**Section 2.**

Holidays that fall on weekends will be observed on Friday or Monday as established by the School District.

**Section 3.**

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

**Section 4.**

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

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

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

**Section 1. Probation**

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

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

**Section 2. Discipline**

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

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

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

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

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

### **Section 3. Job Posting**

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

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

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

### **Section 4. Job Elimination/Layoff**

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

Seniority shall be determined by total years of continuous employment in the District. The employer recognizes that the purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees. In the event of job elimination, any vacant position(s) will first be posted and filled according to the posting procedure. The employee whose position was eliminated shall have first chance at the position provided it is at or lower than the

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

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

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

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

#### **Section 6. Recall List**

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

#### **Section 7. Recall**

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

declination will remove the employee's name from the recall list and sever all recall rights with the District. Nothing in this Article shall require an employee to accept a position which leaves the employee ineligible for health insurance if the employee was eligible for health insurance prior to the layoff.

Employees must keep the District current with the employee's address and telephone number. Non-response of a telephone call or certified letter within three (3) days of receipt will be considered declination.

The requirement to select a candidate in not less than seven working days after the posting of the position as stated in Article VII, Section 2, of this contract may be waived if necessary while employees remain on the recall list.

### **Section 8. Personnel Files**

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

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

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

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

## **ARTICLE VIII MATCHING ANNUITY AND SEVERANCE**

### **Section 1. Matching Annuity**

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

**Subd. 1. Eligibility.** In order for a Paraeducator to be eligible to participate in the matching annuity plan, the following criteria must be met. Only Paraeducator regularly working at least 25 hours per week will be eligible for a matching annuity contribution as provided in this Section.

**Subd. 2. District Contribution** The maximum annual District contribution shall be based on matching a Paraeducator's contribution per the following:

	<b>2021-2022</b>	<b>2022-2023</b>
--	------------------	------------------

Zero (0) through Three (3) years in Fridley	\$0	\$0
Four (4) through Nine (9) years in Fridley	\$1750	\$1950
Ten (10) through Fourteen (14) years in Fridley	\$1875	\$2075
Fifteen (15) through Nineteen (19) years in Fridley	\$2000	\$2200
Nineteen (19+) plus years in Fridley	\$2125	\$2325

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

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

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

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

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

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

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

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

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

**Section 3.**

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

## ARTICLE IX GRIEVANCE PROCEDURE

### Definitions and General Provisions

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

**Step 1.** The employee(s) concerned shall first attempt to resolve the grievance informally with the appropriate immediate supervisor. If the parties do not reach an agreement regarding the grievance, the employee(s) may submit the grievance in writing to the Director of Educational Services within ten (10) scheduled working days of the date of occurrence or the date on which the employee(s) learned of the occurrence, whichever is later. Within five (5) days of receipt, the District shall respond in writing to the grievance.

**Step 2.** The employee(s) may appeal the grievance to the Superintendent or designee within five (5) days after the employee(s) receive the written response to Step 1. If the parties fail to

agree or the matter has not been adjusted within 5 days after the grievance has reached Step 2, the employee(s) may appeal to Step 3.

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

#### **Step 4. Arbitration Procedures**

**Subd. 1. Request.** A request to submit a grievance to arbitration must be in writing and such request must be sent to the office of the Superintendent and to the BMS within ten (10) days following the day the employee(s) receive the written response to Step 3 of the grievance procedure.

**Subd. 2. Prior Procedure Required.** No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

**Subd. 3. Selection of Arbitrator.** The party appealing the grievance shall request a list of arbitrators from the BMS. Upon receiving the list, the parties shall alternately strike arbitrators' names from the list until only one name remains. The parties shall determine which party will strike the first name by coin toss or other method of the parties' choice. The last remaining arbitrator shall hear the grievance.

**Subd. 4. Submission of Grievance Information.** Upon appointment of the arbitrator, the appealing party shall, within five (5) days after notice of appointment, forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall set forth the nature and basis of the grievance. Additional information shall be provided at the arbitrator's request.

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

**Subd. 6. Decision.** The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A. of 1971 as amended.

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

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

## **ARTICLE X MISCELLANEOUS**

### **Section 1. Physical Examinations**

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

### **Section 2. Seniority List**

**Subd. 1. Seniority Date.** An employee's seniority date will be the employee's first day of service in the unit. (New employees must complete the probationary period as defined in this agreement.) If two or more employees hold the same seniority date and the tie must be broken, seniority ranking for those employees shall be determined by random drawing of names. Each affected employee may attend the drawing or send a representative. The first name drawn shall be the most senior and so on until all names are drawn.

**Subd. 2. Adjustment of Seniority Date.** An employee who spends more than 6 months on unpaid leave will have her or his seniority date adjusted forward according to the total amount of time spent on unpaid leave. (Layoff time shall not count as unpaid leave under this subdivision and an employee's seniority date will not be adjusted regardless of length of layoff.)

**Subd. 3. Annual Posting of List.** The District will publish and post a seniority list each year no later than October 1 and will provide a copy to each employee in the bargaining unit. Any employee whose name appears or should appear on the seniority list shall have 21 days from the date of the posting to request a change in the list. If no request for change is made, the list will be deemed accurate for the remainder of the year, except that modifications may be made due to the employee terminations or new hires.

## **ARTICLE XI DURATION**

### **Section 1. Duration.**

**THIS AGREEMENT** shall be in force from July 1, 2021 through June 30, 2023, and shall continue as is from year to year unless either party shall notify the other in writing 60 days prior to expiration date of existing contract of their desire to re-open negotiations.

### **Section 2. Effect.**

This agreement constitutes the full and complete agreement between the employer and the exclusive representative for the Paraeducators of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provision.

### **Section 3. Severability.**

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

### **Section 4. Finality.**

Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement shall not be open for negotiation during the term of this Agreement, except by mutual agreement of the parties.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be duly executed in behalf of the parties.

**School Service Employees  
SEIU Local 284**

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

By \_\_\_\_\_  
Roberta Peterson, Steward

By \_\_\_\_\_

By \_\_\_\_\_  
Kim Kaneakua, Steward

By \_\_\_\_\_  
Janete Zimmer

By \_\_\_\_\_  
Roberta Peterson, Steward

By \_\_\_\_\_  
Cindy Morrissey

By \_\_\_\_\_  
Jim Young

By \_\_\_\_\_  
Shelly Johnson, SEIU

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT A**  
**FRIDLEY PARAEDUCATOR WAGE SCHEDULE**  
**AND EXPERIENCE INCREMENTS**

**Wage Schedule.**

Band/Grade A13

<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>2021-2022</b>	\$15.98	17.27	18.30	19.50	21.60
<b>2022-2023</b>	16.21	17.52	18.57	19.79	21.92

**Experience Increments.**

<b>Experience Increments</b>	<b>2021-2023</b>
After 10 years of service to the District	\$ .90
After 15 years of service to the District	\$1.20
After 20 years of service to the District	\$1.70
After 25 years of service to the District	\$2.00

**RESOLUTION ESTABLISHING A COMBINED POLLING PLACE  
FOR MULTIPLE PRECINCTS AND  
DESIGNATING HOURS DURING WHICH THE POLLING  
PLACES WILL REMAIN OPEN FOR VOTING  
FOR SCHOOL DISTRICT ELECTIONS NOT HELD  
ON THE DAY OF A STATEWIDE, COUNTY, OR MUNICIPAL ELECTION**

BE IT RESOLVED by the School Board of ISD #14, State of Minnesota, as follows:

1. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for school district elections are those precincts or parts of precincts located within the boundaries of the school district which have been established by the cities or towns located in whole or in part within the school district. The board hereby confirms those precincts and polling places so established by those municipalities.

2. Pursuant to Minnesota Statutes, Section 205A.11, the board may establish a combined polling place for several precincts for school elections not held on the day of a statewide, county, or municipal election. Combined polling places are hereby established to serve the precincts specified for all school district special and general elections not held on the same day as a statewide, county, or municipal election, as listed below:

<b>County</b>	<b>Combination Name</b>	<b>Polling Place</b>	<b>Comprised of City Precincts</b>
Anoka	ISD #14 P1	FRIDLEY COMMUNITY CENTER 6085 7th St NE FRIDLEY MN 55433	FRIDLEY W-1 P-1 FRIDLEY W-1 P-2 FRIDLEY W-1 P-3 FRIDLEY W-1 P-4 FRIDLEY W-2 P-1 FRIDLEY W-2 P-2 FRIDLEY W-2 P-3 FRIDLEY W-2 P-4 FRIDLEY W-3 P-1 FRIDLEY W-3 P-2 FRIDLEY W-3 P-3 FRIDLEY W-3 P-4

3. Pursuant to Minnesota Statutes, Section 205A.09, the polling places will remain open for voting for school district elections between the hours of 7:00 a.m. and 8:00 p.m.

4. The clerk is directed to prepare a map illustrating the boundaries of each combined precinct, to post the map of the combined precincts in the administrative offices of the school district and to file a copy of the map and a certified copy of this resolution with the county auditor of each county in which the school district is located in whole or in part.

5. As required by Minnesota Statutes, Section 204B.16, Subdivision 1a, the clerk is hereby authorized and directed to give written notice of new polling place locations to all registered voters in the school district whose school district polling place locations have been changed. The notice must be a non-forwardable notice mailed at least twenty-five (25) days before the date of the first election to which it will apply.

**FORM A**

**RESOLUTION OF GOVERNING BOARD SUPPORTING  
FORM A APPLICATION TO MINNESOTA  
STATE HIGH SCHOOL LEAGUE FOUNDATION**

WHEREAS, the Minnesota State High School League Foundation was formed to provide support for Minnesota’s high school youth to participate in athletics and fine arts;

WHEREAS, the Governing Board of \_\_\_\_\_ recognizes the value of student participation in extracurricular activities; and

WHEREAS, the MSHSL Foundation is offering grants and funding to assist schools in recognizing, promoting and funding extracurricular participation by high school students in athletic and fine arts programs.

THEREFORE, BE IT RESOLVED, that the Governing Board of \_\_\_\_\_ supports the school’s application to the Minnesota State High School League Foundation for a **FORM A** grant to offset student activity fees.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Chair/Head of School

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Clerk – Treasurer/ Finance Director

**FIRST AMENDED AND RESTATED AGREEMENT FOR INTERMEDIATE SCHOOL DISTRICT  
THIS AGREEMENT** effective the first day of July 2021 between Independent School Districts

Nos. 12, 13, 14, 16, 282, 621, 622, 623, 624, 831, 832, 833, and 834 hereinafter referred to as “Participating School Districts” as follows:

**WITNESSED:**

**WHEREAS**, the Participating School Districts are duly organized independent school districts for the purpose of providing public school education for persons within their geographical boundaries, and

**WHEREAS**, each Participating School District is interested in cooperating with other school districts in acquiring lands and buildings, organizing, establishing, financing, maintaining and operating a special intermediate school district on a site or sites to be selected by the school board of such special intermediate school district, and

**WHEREAS**, the Participating School Districts are eligible to organize and create a special intermediate school district pursuant to Chapter 775 Laws of 1969 (the “Enabling Legislation”), Minnesota Statutes §§ 136D.71-.76 and 471.59 and other applicable statutes for such purpose, and those participating school districts who are signatory hereto are the initial participants in such special intermediate school district.

**NOW, THEREFORE**, each of the Participating School Districts hereto hereby agree with the other Participating School Districts hereto as follows:

1. **Prior Agreements:** This Agreement shall supersede and replace in its entirety the prior Agreement initially executed on December 16, 1969. This Agreement shall be effective, and the prior agreements shall be terminated, upon the execution of this Agreement by the Parties. Upon such execution, all provisions of the Prior Agreement are hereby suspended in their entirety and replaced herein and shall have no further force or effect.
2. **Purpose of Agreement:** The Participating School Districts intend hereby to jointly and cooperatively create an intermediate school district, hereinafter the “District”, pursuant to the broad authority contained in the Enabling Legislation, Minn. Stat. § 471.59, Minn. Stat. § 136D.71-.76 (2020) and other statutes generally applicable to independent school districts for the purpose of acquisition of lands and buildings, organizing, establishing, financing, maintaining and operating an intermediate school district to serve generally the members and persons resident in the geographical area encompassed by said District.
3. **Authority:** Each Participating School District signatory hereto has been duly authorized by its school board to execute this Agreement.
4. **Name:** The District so created shall be known as “Northeast Metro Intermediate School District No. 916, State of Minnesota”.

5. Governing Board: The governing board (hereinafter the “Board”) of the District shall contain one representative from each Participating School District, who shall serve at the pleasure of the Participating School District. Each Board member shall report quarterly to its participating district school board concerning the activities of the District. Terms of office shall be four years, and shall commence on January 1. At its first meeting in January, the Board shall conduct an organizational meeting, and shall select a chair, vice-chair, clerk, and treasurer, no two of which shall be from the same Participating School District. A majority of the Board shall constitute a quorum for purposes of transacting the business of the Board. The Board may adopt Bylaws governing its procedures. Any person serving on the Board must also be serving as a member of his or her participating district school board.
6. Powers: The Board shall be vested with all those powers granted to independent school districts under statute, except as provided herein. The powers of the Board shall include but not be limited to the following:
  - (a) To acquire, maintain, and dispose of real and personal property
  - (b) To enter into contracts for goods and services deemed to be in the best interests of the District
  - (c) To employ and discharge employees
  - (d) To prosecute and defend actions by or against the District
  - (e) To establish and operate educational programming and other programs and services and make them available to Participating School Districts
  - (f) To establish and maintain financial accounts
  - (g) To acquire and maintain insurances as deemed necessary by the Board
  - (h) To adopt policies governing the use of facilities
  - (i) To engage in any other activity authorized by law in furtherance of the purpose set forth in Section Two hereof.
7. Financing: The Board of the District shall have the power to utilize financing as may be permitted by state law.
8. Participation and Enrollment in Programming: The Board shall establish policies governing participation and enrollment in District programs. The policies shall, at a minimum, include the following:
  - (a) Non-participating districts may only enroll students in intermediate school programs if there is space taking into consideration enrollment from all Participating School Districts.
  - (b) Access fees to programming by non-participating school districts shall be as established by the Board.

- (c) In the event that a Participating School District withdraws from this Agreement, any students enrolled from such district (“Withdrawing District”) at the time of withdrawal may remain enrolled until such time that the student is deemed eligible to graduate or return to the Withdrawing District. However, the Withdrawing District shall be required to pay the access fee established by the Board as a non-participating district after the effective date of the withdrawal for such student’s continued enrollment.
  - (d) Effective upon receipt of a notice of withdrawal of a Participating School District under Section 10, priority for student placement in the District’s programs will be given to Participating School Districts that are continuing their participation. Referrals from the Withdrawing District will only be considered for programs that are open to non-participating districts.
9. Liability: Subject to the withdrawal obligations established by Section 10 below, no Participating School District shall have direct individual liability for any debts or obligations of the District, nor shall any representatives on the Board have any such personal liability.
10. Withdrawal of Members: A Participating School District may elect to withdraw from this Joint Powers Agreement by a majority vote of its school board. Notice of withdrawal shall be in the form of a Resolution, an approved copy of which must be provided to the District on or before February 1. Withdrawal shall be effective June 30 of the fiscal year following proper notice (“Withdrawal Date”). The rights and obligations of a Withdrawing District shall be as follows.
- (a) Financial Obligations Upon Withdrawal: The Withdrawing District shall pay to the District the following amounts without regard for any payments made to or on behalf of the District prior to the Withdrawal Date.
    - i. Debt Service. The Withdrawing District shall pay an amount equal to one year of the District’s debt service (“Debt Service Obligation”) in accordance with the following provisions:
      - a. Calculating Debt Service Obligation. The Withdrawing District’s Debt Service Obligation shall be determined by first calculating a Withdrawal Rate per adjusted pupil unit (“APU”) equal to the District’s total debt service for the fiscal year following the Withdrawal Date divided by the combined total APUs of all Participating School Districts that are parties to this Joint Powers Agreement in the fiscal year of the Withdrawal Date, including the Withdrawing District. This Withdrawal Rate shall then be multiplied by the Withdrawing District’s APUs to establish the Debt Service Obligation owed by the Withdrawing District. The APUs used in calculating the Debt Service Obligation shall be the projected APUs

for the fiscal year following the Withdrawal Date as set forth in the most recent Levy Limitation and Certification Reports issued by MDE as of the Withdrawal Date. For clarity, the Debt Service Obligation calculation shall look as follows:

$$\frac{\text{Debt Service for FY after Withdrawal Date}}{\text{Combined APUs of All Participating School Districts}} = \text{Withdrawal Rate}$$

$$\begin{aligned} & \text{Withdrawal Rate} \times \text{Withdrawing District's APUs} \\ & = \text{Debt Service Obligation of Withdrawing District} \end{aligned}$$

By way of example only, if a district submits notice of withdrawal by February 1, 2024, making its withdrawal effective June 30, 2025; the combined APUs of all 2024-2025 Participating School Districts is projected to be 100,000 for the 2025-2026 fiscal year; the District's debt service for the 2025-2026 fiscal year is \$5,000,000.00; and the Withdrawing District is projected to have 10,000 APUs during the 2025-2026 fiscal year, then the Debt Service Obligation of the Withdrawing District would equal \$500,000. This is illustrated in the following calculation:

$$\frac{\$5,000,000}{100,000} = \$50 \times 10,000 = \$500,000$$

- b. Payment Structure. The Withdrawing District shall pay the Debt Service Obligation within three years of the Withdrawal Date. Interest on any outstanding balance will begin to accrue one year after the Withdrawal Date at an interest rate equal to the prime lending rate in effect at the time the interest begins to accrue plus two percent. The Withdrawing District shall notify the District by or before February 1 immediately preceding the Withdrawal Date of its timeline for paying the Debt Service Obligation and shall comply with its stated timeline unless the District agrees, in writing, to a modification of the timeline.
- c. Allocation of Funds. The District shall use the Withdrawing District's Debt Service Obligation payments to offset debt service owed by the District for the benefit of the remaining Participating School Districts.
- ii. Membership Equivalence Fee: In addition to the Debt Service Obligation, the Withdrawing District shall pay the District a Membership Equivalence Fee. This Membership Equivalence Fee shall be equal to the amount the Withdrawing District would have paid as a membership fee for the fiscal year immediately following the Withdrawal Date had it remained a Participating School District, as determined by the

membership fee calculation used for the remaining Participating School Districts. The Withdrawing District shall pay the Membership Equivalence Fee in a manner consistent with the payment process required of Participating School Districts to pay their membership fees. The Membership Equivalence Fee shall be allocated to the District's general operating expenses. Payment of the Membership Equivalence Fee shall not entitle the Withdrawing District to the benefits of membership afforded to Participating School Districts.

- (b) District Assets: The Withdrawing District is not entitled to take or receive any of the District's assets or the value of the such assets and shall forfeit any proportionate share of the District's assets upon withdrawal.
- (c) Additional and Remaining Liabilities: The Withdrawing District shall not be responsible for any expenses aside from those addressed in Section 10(a) above or any liabilities incurred by the District after the Withdrawal Date.

11. Addition of Members: If a school district wishes to become a member of the District, it may petition the Board for membership. The petition shall be in the form of a resolution. Addition of a new member shall require an affirmative majority vote of all members of the Board and a majority vote of the petitioning district and as allowed per Minnesota Statute Section 136D.76, subdivision 2, as it may be amended from time to time. Addition of a new member shall be on terms determined by the Board. Once a school district becomes a member, it shall be considered a "Participating School District" for purposes of this Agreement.
12. Local Levy: Each Participating School District shall take such action as is necessary to assure approval of the Participating School District's share of all appropriate levies as per state law relating to intermediate school districts.
13. Amendment and Review: This First Amended and Restated Agreement shall be reviewed once every five years. This Agreement may be amended from time to time as deemed necessary by an instrument duly executed by all the parties hereto.
14. Annual Meeting: The District and Participating School Districts agree to meet annually to review this agreement.
15. Miscellaneous: This Agreement is subject to the following:
  - (a) Severability. If any provision, or application of a provision of this Agreement is held invalid, illegal, unenforceable, or in conflict with law, the validity, legality, and enforceability of the remaining provisions, and the application of the provision in circumstances other than those as to which it is held invalid, shall not be affected and shall continue in full force with effective.

- (b) Governing law. This Agreement shall be construed and enforced in accordance with Minnesota law. Nothing herein shall be construed contrary to law.
- (c) Counterparts. This Agreement may be executed in counterparts.
- (d) Captions. The captions used in this Agreement are for reference only and shall not be considered a part of the Agreement.
- (e) Notices. All notices required under this Agreement shall be in writing and sent first class U.S. mail addressed to the Participating School District, or the Board, at their respective administrative offices.
- (f) Records and Reports. The books and records, including minutes and the original fully executed Agreement, of the Board shall be subject to the provisions of Minn. Stat. Chapter 13. They shall be maintained at the District Office of Northeast Metro Intermediate School District No. 916.

**IN WITNESS WHEREOF** the parties have caused this agreement to be executed on the dates appearing below opposite the signatures of each participating school district representatives.

Dated \_\_\_\_\_, 2021 INDEPENDENT SCHOOL DISTRICT #12  
Centennial, Minnesota

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

And: \_\_\_\_\_  
Clerk

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Dated \_\_\_\_\_, 2021 INDEPENDENT SCHOOL DISTRICT #13  
Columbia Heights, Minnesota

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

And: \_\_\_\_\_  
Clerk

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Dated \_\_\_\_\_, 2021 INDEPENDENT SCHOOL DISTRICT #14  
Fridley, Minnesota

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

And: \_\_\_\_\_  
Clerk

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Dated \_\_\_\_\_, 2021 INDEPENDENT SCHOOL DISTRICT #16  
Spring Lake Park, Minnesota

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

And: \_\_\_\_\_  
Clerk

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Dated \_\_\_\_\_, 2021 INDEPENDENT SCHOOL DISTRICT #282  
St. Anthony-New Brighton, Minnesota

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

And: \_\_\_\_\_  
Clerk

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Dated \_\_\_\_\_, 2021 INDEPENDENT SCHOOL DISTRICT #621  
Mounds View, Minnesota

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

And: \_\_\_\_\_  
Clerk

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Dated \_\_\_\_\_, 2021 INDEPENDENT SCHOOL DISTRICT #622  
North St. Paul-Maplewood Oakdale, Minnesota

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

And: \_\_\_\_\_  
Clerk

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Dated \_\_\_\_\_, 2021 INDEPENDENT SCHOOL DISTRICT #623  
Roseville, Minnesota

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

And: \_\_\_\_\_  
Clerk

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Dated \_\_\_\_\_, 2021 INDEPENDENT SCHOOL DISTRICT #624  
White Bear Lake, Minnesota

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

And: \_\_\_\_\_  
Clerk

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Dated \_\_\_\_\_, 2021 INDEPENDENT SCHOOL DISTRICT #831  
Forest Lake, Minnesota

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

And: \_\_\_\_\_  
Clerk

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Dated \_\_\_\_\_, 2021 INDEPENDENT SCHOOL DISTRICT #832  
Mahtomedi, Minnesota

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

And: \_\_\_\_\_  
Clerk

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Dated \_\_\_\_\_, 2021 INDEPENDENT SCHOOL DISTRICT #833  
South Washington County, Minnesota

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

And: \_\_\_\_\_  
Clerk

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Dated \_\_\_\_\_, 2021 INDEPENDENT SCHOOL DISTRICT #834  
Stillwater, Minnesota

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

And: \_\_\_\_\_  
Clerk

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## **NORTHEAST METRO INTERMEDIATE SCHOOL DISTRICT NO. 916 UPDATED JOINTS POWERS AGREEMENT**

The following information is meant to assist member districts of Northeast Metro Intermediate School District No. 916 understand the purpose and meaning of the updates to the joint powers agreement (JPA) and to provide context for a conversation about how best to structure terms in the updated JPA related to the financial obligations for withdrawing members.

### **Background**

The legislature authorized the formation of Northeast Metro Intermediate School District No. 916 in 1969 and Minnesota Statutes Sections 136D.71 to .76 (enabling legislation) relate specifically to this intermediate district. The original JPA forming ISD 916 is also from 1969. JPAs are governed by state law under Minnesota Statutes Section 471.59. There have been no amendments to the ISD 916 JPA since it was originally executed.

A first draft of the First Amended and Restated Agreement for Intermediate School District has been shared with ISD 916's member districts. An updated draft is being provided with this narrative and is the version addressed here. The updated JPA is geared toward modernizing the agreement and better addressing what happens when a member district decides to withdraw from the JPA. This is, in part, a response to the protracted withdrawal dispute between Intermediate School District No. 287 and the Bloomington District (addressed in more detail below), as well as similar issues at other education cooperatives and the relatively recent withdrawal of the St. Francis District from ISD 916. These situations highlighted a need to have a more defined withdrawal plan in place to hopefully head off an issue down the road. Beyond that, the updated JPA includes terms that are more in line with ISD 916's current structure and operations, as set out below.

### **Highlights from the Updated JPA**

- As stated in Paragraph 1, the updated JPA will fully replace the original 1969 JPA once the updated JPA is executed by all member districts.
- Paragraphs 5 identifies the structure for ISD 916's Board, but does not change it from its current form: each member district gets one representative on the Board who must sit on the member district's Board. It does remove some of the language found in original JPA that broke down how Board membership would work if there were five or fewer member districts, which is not an issue now. There are two other things to note about this paragraph:

- It states that no two officers may be from the same member district. While this is not possible under the stated Board structure, since each member district only has one representative on the ISD 916 Board, this mirrors language found in the enabling legislation. Minn. Stat. § 136D.72, subd. 4.
- This provision also states that Board members shall report to their member district Boards about ISD 916's activities on a quarterly basis. This language is not found in the original JPA, but is contained in the enabling legislation. Minn. Stat. 136D.72, subd. 1.
- Paragraphs 6 and 7 relate to the authority ISD 916 has to operate much like any other school district consistent with state law. These provisions do not expand the district's current authority. The powers listed here are based primarily on the enabling legislation and Minnesota Statutes Chapter 123B.
- Paragraph 8 builds on the tuition provision found in paragraph 7 of the original JPA, making clear that the Board will set policies governing participation and enrollment in District programs and laying out a few minimum requirements for those policies. Specifically, it sets parameters for non-member enrollment and enrollment after a member withdraws. Students enrolled in ISD 916 before their member district withdraws may remain enrolled, but must pay the non-member district access fee. During the period between the withdrawing member's notice of withdrawal and the effective date of withdrawal, priority for student placement in ISD 916 programs will be given to districts continuing their membership and referrals from the withdrawing member district will be treated like those from non-member districts.
- Paragraph 9 insulates member districts and ISD 916 Board members from liability for ISD 916's debts or obligations. This is consistent with language found in paragraph 8 of the original JPA and in the enabling legislation. Minn. Stat. 136D.74, subd. 1a.
- Paragraph 10 relates to withdrawal of member districts, setting out the terms of withdrawal to ensure a clear and consistent process. This is in contrast to the original JPA which merely provides that withdrawal is allowed by mutual consent of the member district's and ISD 916's Boards (*see* paragraph 9). Paragraph 10 is a work in progress and member districts are invited to weigh in on these terms. More context on state law related to withdrawal, the dispute between ISD 287 and the Bloomington District, and the resulting changes to ISD 287's JPA are addressed below. The current withdrawal terms are meant to set relatively simple calculations for determining a withdrawing member's financial obligations, rather than devising a complex formula for dividing assets and liabilities that may be

difficult, time consuming, and/or costly to implement in practice. The following are the highlights of the current withdrawal terms in the updated JPA:

- A member district wishing to withdraw must provide notice by February 1, with withdrawal effective on June 30 of the following fiscal year. Notice of withdrawal must be via a resolution passed by the member district's board.
- The withdrawing member is obligated to pay two different sums upon withdrawal:
  - The first sum is a debt service obligation, which can be paid over the three years following withdrawal, subject to the accrual of interest after one year. This amount is determined by first calculating the per-adjusted pupil unit value of the debt service owed by ISD 916 in the fiscal year following withdrawal. This calculation will use the total APUs of all member districts as projected by MDE for the fiscal year following withdrawal. Applying this calculation for the 2021-2022 fiscal year, the per-APU debt service rate is \$54.47 (\$5,703,324 total ISD 916 debt service/104,699.2 projected APUs from all member districts). The per-APU debt service rate will then be multiplied by the withdrawing member's projected APUs to determine the withdrawing member's total debt service obligation. This money will go toward ISD 916's actual debt service to mitigate any impacts of the withdrawal on the remaining members.
  - The second sum is a membership equivalence fee, which is essentially what the member would have paid in membership fees for the fiscal year following withdrawal had it remained a member. This amount will be paid as other membership dues are paid and will go toward ISD 916's general operating costs.
- The withdrawing member will not be entitled to receive any ISD 916 assets upon withdrawal or their value and will forfeit any proportionate share of those assets. At the same time, the financial obligations described above are the extent of what the withdrawing district following withdrawal and it will not be on the hook for any other debts or liabilities of ISD 916.
- Paragraph 11 addresses the addition of member districts. This provision is less detailed than it was in paragraph 10 of the original JPA, stripping out some of the information about what the ISD 916 Board should consider when accepting a new member, but it does not restrict what factors the Board may consider. On a whole, the updated JPA does not change the process for adding members. Note that if a district is denied membership, it may appeal to MDE, which can require ISD 916 to grant membership to the district. Minn. Stat. 123A.24, subd. 3.

- Paragraph 12 requires member districts to assure approval of its share of ISD 916's costs through levies as allowed under state law. Though this expectation isn't directly stated in the original JPA, it is certainly required for the continued operations of ISD 916.
- Paragraphs 13 and 14 provide that the updated JPA will be reviewed regularly – formally every five years and at an annual meeting among the parties. This should ensure the everyone understands the content and requirements of the JPA and that there are opportunities to discuss amendments, as needed.

### **Withdrawal Process under State Law**

Minnesota Statutes Sections 123A.24 and 123B.02, subdivision 3, address withdrawal of member districts and the distribution of assets and assignment of liabilities when a member district withdraws from an intermediate school district, though the process is only loosely defined. These statutes include the following parameters:

- A withdrawing member must adopt a resolution and notify the other parties of their intent to withdraw by February 1, with withdrawal becoming effective June 30 of the following fiscal year. Minn. Stat. § 123B.02, subd. 3(c). In other words, the withdrawal becomes effective at the end of the school year after the year in which notice of withdrawal is given, resulting in at least 17 months of lead time.
- A withdrawing member district remains responsible for its share of debts incurred by the intermediate district, though the intermediate district and withdrawing district may agree to the terms and conditions of the distribution of assets and assignment of liabilities. This is done through a Board resolution approved by each. Minn. Stat. § 123A.24, subd. 1(b).
- If the intermediate district and withdrawing district can't reach an agreement, the MDE commissioner will resolve the dispute by determining the withdrawing district's share of assets and liabilities based on its enrollment, financial contribution, usage, and other facts determined appropriate. MDE may involve an administrative law judge to make the necessary determinations, the cost of which will be split equally by the intermediate and withdrawing district. Minn. Stat. § 123A.24, subd. 1(c).
- Any distribution of assets to the withdrawing district must be done in a manner that minimizes financial disruption to the intermediate district. Minn. Stat. § 123A.24, subd. 1(c).
- Insurance pool-related assets are not subject to disbursement by MDE to a withdrawing district. Minn. Stat. § 123A.24, subd. 1(d).

## Context from ISD 287

ISD 287 was formed in 1968 and its enabling legislation is found in Minnesota Statutes Sections 136D.21 to .31. In 2011, the Bloomington School District, which was an original member of ISD 287, withdrew from the intermediate district. Neither the JPA nor ISD 287's bylaws addressed the financial implications of withdrawal, which led to a dispute between the Bloomington District and ISD 287 over the distribution of assets and assignment of liabilities. The disagreements related to the value of assets and liabilities of real estate in which the intermediate district had an interest, the amount of pension and other post-employment benefits for which Bloomington was responsible, and Bloomington's proportionate share of ISD 287's assets and liabilities.

The parties attempted to resolve the dispute on their own and with the assistance of a mediator until the end of May of 2012 – almost a year after Bloomington's withdrawal became effective – when they submitted the matter to MDE for resolution. MDE enlisted the aid of an administrative law judge (ALJ) from the Office of Administrative Hearings to resolve the dispute. The ALJ held an evidentiary hearing in 2014 that lasted six days, which waded through dense financial information and witness testimony from experts and a number of employees of the Bloomington district, intermediate district, and other member districts. The ALJ subsequently requested additional briefing and further documentation from the parties. She ultimately issued a 100-page decision in early 2015, finding that Bloomington's proportionate share of ISD 287's assets and liabilities was \$525,297.00. The ALJ directed the parties to agree to a payment schedule to minimize the financial disruption to the intermediate district and remaining member districts to pay this amount.

Thereafter, both parties requested reconsideration by the ALJ, which led to further hearings and disputes over additional documentation to be submitted for consideration. The ALJ issued a 104-page amended decision at the end of June 2015 – now four years after Bloomington withdrew – reassessing Bloomington's proportionate share of ISD 287's assets and liabilities to be \$90,751.00. She again ordered the parties to agree to a payment schedule to minimize disruption to the intermediate district. While either party could have appealed this ruling to the Minnesota Court of Appeals, neither did so and this became a final decision.

In 2016, ISD 287 revised its JPA, which it calls a Memorandum of Agreement (MOA). On a whole, ISD 287's updated MOA is very similar in terms of content to the updated JPA for ISD 916. Most differences, such as the term length of Board members (four years for ISD 916 versus two years for ISD 287) and details about dissolution of the intermediate district (ISD 916's updated JPA is silent on this issue whereas ISD 287's updated MOA says that two-thirds of member districts must agree to dissolve), are based on different requirements in the relevant enabling legislation.

The main purpose of revising the MOA, of course, was to clarify financial implications of withdrawal following the extended – and no doubt costly – dispute with Bloomington. The updated MOA addresses withdrawal separately for existing member (members who were part of the intermediate district at the time the MOA went into effect) and future members (those who weren't originally part of the updated MOA).

When an existing member withdraws, it will be allocated its proportionate share of the intermediate district's assets and liabilities as of the effective date of withdrawal subject to the following terms:

- ISD 287's long-term assets and liabilities are to be determined through independent appraisals performed by qualified actuaries and appraisers.
- The actuarial firm that issued the intermediate district's most recent 2-year report will determine the actuarial value of its long-term Other Post-Employment Benefits (OPEB) and severance liabilities.
- ISD 287 will have all properties in which it has an ownership interest appraised at least every ten years and, to the extent willing and able, the appraiser who issued the most recent appraisal report will determine the values of the properties ISD 287 owns in fee simple (meaning not leased or other split interests) as of the effective date of withdrawal. If the appraiser from the most recent report isn't able or willing to do the appraisal for the withdrawal, this appraisal will be done by the appraiser or alternative appointed by the ISD 287 Board at its annual organizational meeting.
- The cost of an appraisal or actuarial report done specifically for the withdrawal (because the effective date of the withdrawal does not time out with the regular appraisal or actuarial report completed by the intermediate district) will be split equally by the withdrawing district and ISD 287.
- Real estate that the intermediate district doesn't own in fee simple on the withdrawal date is not to be included in the valuation of assets and liabilities.
- The Actuarial Accrued Liability figure from the actuarial report will be used to value OPEB and severance liabilities.
- Other long-term liabilities to be included in the valuation of the intermediate district are the "due within one year" amount and the first year's interest amounts listed in the Minimum Debt Payments Table shown on its audited financial statements.

- Amounts due from the withdrawing district to the intermediate district or vice versa as of the withdrawal date will be excluded from the assets and liabilities valuation.
- The withdrawing district remains liable for all outstanding invoices at the time of withdrawal.
- Other long-term liabilities not in existence at the time of the MOA that exist at the time of withdrawal will be factored into the withdrawing member's proportionate share with the goal of preventing continuing members from having to pay the withdrawing member's proportionate share of long-term liabilities in addition to their own.
- The values of long-term assets and liabilities and the audited figures for short-term assets, less restricted assets, and short-term liabilities will be used to determine the value of ISD 287's assets and liabilities as of the date of withdrawal.
- The withdrawing member's proportionate share of assets and liabilities will be based on its participation in the intermediate district, calculated based on its share of tuition paid from all sources during the ten years preceding the withdrawal date. If the withdrawing member has not been a member for a full ten years, participation will be based on tuition paid during the entire period the withdrawing member was a member.
- Payment under this scheme due to the intermediate district or the withdrawing district is to be made as soon as possible following withdrawal. Unless the intermediate district and withdrawing district come to a different agreement, all payments must be made within ten years of the withdrawal, with interest applying to any balance outstanding after one year. The interest rate is the prime lending rate in effect at the time interests begins accruing plus two percent.

The level of detail in ISD 287's updated MOA clearly reflects lessons learned from its experience sorting out withdrawal terms with Bloomington. The new scheme identifies what assets and liabilities will be included in the valuation; what information and which professionals will be used to determine those values; who will pay for that work; how the withdrawing district's proportionate share is calculated; and how payment must be made. Identifying all of this on the front end should help alleviate issues when a longstanding member district actually decides to withdraw. At the same time, these terms are somewhat complex. It is likely to take considerable time to determine the withdrawing member's proportionate share of the intermediate district's assets and liabilities, given the need for specific valuations, and completing this process is likely incur at least some expenses for both the intermediate district and withdrawing district to hire an appraiser and/or actuary.

For future members, the calculation ISD 287 has opted to use is simpler. In that case, the withdrawing member must pay the intermediate the sum of \$50 multiplied by the total number of adjusted pupil units in the withdrawing member district as of the effective date of withdrawal. Payment is immediately due on the effective date of withdrawal and interest will be applied to any outstanding balance. The interest rate is the prime lending rate on the effective date of withdrawal plus two percent. But if the withdrawing member has been a member for at least six years as of the effective date of withdrawal, these terms do not apply and the withdrawing member will be treated as an existing member and subject to the financial withdrawal terms described above.

ISD 287's updated MOA also specifies that payments made by a withdrawing member to the intermediate district under these provisions are to be used to offset the continuing members' costs.

### **Next Steps**

ISD 916 and its member districts will need to review the proposed draft of the updated JPA, paying particular attention to the withdrawal terms, and incorporate any necessary revisions. With the withdrawal terms, the main goal will be to structure the terms such that when a member withdraws, that withdrawing member will help to offset the increased levy the remaining members would experience as a result of the reallocation of costs across fewer member districts for a set period of time. It will be important that the withdrawal terms are clear as to how they are applied to avoid controversy during the withdrawal process.

The terms for calculating a withdrawing district's financial obligations as currently set forth in the draft updated JPA are meant to be simple, straightforward, and objective so that member districts can reasonably predict the financial implications of withdrawal without extensive appraisals or actuarial valuations. Appraisals and actuarial reports are at least somewhat subjective because there are different approaches to completing these valuations, which could lead to disputes during the withdrawal process. Though these issues could be mitigated, at least to some extent, by identifying who will complete those reports separate from the withdrawal process, as ISD 287 has now done, generating these reports can also be time consuming and expensive. The tradeoff for the simplicity of the methods of determining a withdrawing district's financial obligations as set forth in the draft updated JPA for ISD 916 is that withdrawing members will not take any assets, or equivalent value, with them upon withdrawal. These are issues to be considered as ISD 916 and its member districts review the draft updated JPA.

The final updated JPA will need to be approved and executed by the Boards of all member districts to become effective.

## School Board Organization

School Board Officers	2021 Current	2022
Chair	Prewedo	
Vice-Chair	Starck	
Treasurer	Meisner	
Clerk	Thornton*	
Director	Adam	
Director	Karnopp	

\*Thornton replaced by Auna for 2022

School Board Representatives	Meetings Per Year	2021	2022
<p>AMSD (Association of Metropolitan School Districts)</p> <ul style="list-style-type: none"> <li>The mission of AMSD is to advocate for state education policy that enables metropolitan school districts to improve student learning.</li> <li>Membership includes representation by the Superintendent and one School Board member from each school district on the AMSD Board of Directors.</li> </ul>	Board of Directors - 10 Monthly Meetings	Karnopp	
Community Ed Advisory Council	5 meetings/year - Sept, Nov, Jan, March, May	Prewedo	
District Advisory Council (Special Education, Title, Indian Education)	4 meeting/year	Adam	
District Wellness Committee	4 meetings/year	Prewedo	
Fridley Public Schools Foundation	Trustee – 4-5 meetings/year	Prewedo	
<p>MSBA (Minnesota School Boards Association) Legislative Representative</p> <ul style="list-style-type: none"> <li>The mission of MSBA is to support, promote and enhance the work of public school boards and public education.</li> <li>The membership provides Minnesota school districts with services designed for School Board members and with model policies.</li> </ul>	<p>MSBA Legislative Committee – contact for MSBA to get information to the full board</p> <p>Serves as an MSBA legislative delegate. Delegate Convention 1.5 days per year.</p>	<p>Starck</p> <p>Prewedo – alternate</p>	
<p>Minnesota State High School League</p> <ul style="list-style-type: none"> <li>Local Advisory Committee</li> </ul>	No set meetings	Karnopp	
Northeast Metro School District 916	11 monthly meetings/year - Aug - June; Plus approximately 4 work sessions/ year as needed	Starck	
Northwestern Suburban Integration School District	Joint Powers Board meeting every other month from Sep through June	<p>Adam</p> <p>Starck – alternate</p>	
<p>SEE (Schools for Equity in Education)</p> <ul style="list-style-type: none"> <li>The mission of SEE is “Minnesota school districts working for greater equity and adequacy in public education funding.”</li> </ul>	5 general meetings during school year; plus fall, spring, and summer regional meetings	<p>Thornton*</p> <p>Meisner - alternate</p>	

## 202 School Board Officers

### I. Purpose

School Board officers are charged with the duty of carrying out the responsibilities entrusted to them for the care, management, and control of the public schools of the school district. The purpose of this policy is to delineate those responsibilities.

### II. General Statement of Policy

- A. The School Board shall meet annually and organize by selecting a chair, a vice-chair, a clerk, a treasurer and such other officers as determined by the School Board.
- B. The School Board shall appoint a superintendent who shall be an ex officio, non-voting member of the School Board.

### III. Organization

The School Board shall hold an organizational meeting each year on the first Monday in January, or as soon thereafter as practicable, and organize by selecting a chair, a vice-chair, a clerk, a treasurer, and such other officers as determined by the School Board. These officers shall hold office for one year and until their successors are elected and qualify.

- A. The persons who perform the duties of clerk and treasurer need not be members of the School Board.
- B. The School Board by resolution may combine the duties of the offices of clerk and treasurer in a single person in the office of business affairs.

### IV. Officer's Responsibilities

#### A. Chair

The Chair has the following duties and responsibilities:

1. The chair when present shall preside at all meetings of the School Board, countersign all orders upon the treasurer for claims allowed by the School Board, represent the school district in all actions and perform all duties a chair usually performs.
2. In case of absence, inability, or refusal of the clerk to draw orders for the payment of money authorized by a vote of the majority of the School Board to be paid, the chair

may draw the orders, or the office of the clerk may be declared vacant by a majority vote of the School Board and filled by appointment.

3. Provide leadership to the Board and ensures the faithful execution of the Board's processes, exercises interpretive responsibilities with integrity, reflect the spirit and intent of the Board's policies.
4. Monitor Board actions to assure they are consistent with the Board's own rules and policies and with other obligations imposed by agencies whose authority supersedes the board's own authority.
5. Conduct Board meetings using the authority normally vested in the Chair as described in Minnesota Statute and Robert's Rules of Order.
6. Ensure that deliberations are fair, open, productive, efficient and orderly and that only Board matters are discussed.
7. Lead periodic Board self-assessments to ensure continuous process improvement.
8. Facilitate the annual transition of Board officers.
9. Make interpretive decisions of Board policies using reasonable judgment.
10. Compile and facilitate the Board's annual evaluation of the Superintendent.
11. Represent the Board as its official spokesperson about issues decided by the Board and other matters related to official board business.
12. Delegate authority, when appropriate, to other Board members.
13. Execute all documents authorized by the Board, except as otherwise provided by law or board action.
14. Take into consideration agenda items proposed by Board members, works in collaboration with the Superintendent to develop proposed Board meeting agendas consistent with the Board's annual calendar.

**B. Vice-Chair**

The Vice-Chair has the following authority and duties:

1. Serve, with all the power and duties, in the absence of the Chair.
2. Assist Chair as requested in the execution of Chair responsibilities.

**C. Treasurer**

The Treasurer, in collaboration with the Director of Finance and Operations, has the following authority and duties:

1. The treasurer shall deposit the funds of the school district in the official depository.
2. The treasurer shall make all reports which may be called for by the School Board and perform all duties a treasurer usually performs.
3. In the event there are insufficient funds on hand to pay valid orders presented to the treasurer, the treasurer shall receive, endorse, and process the orders in accordance with Minn. Stat. § 123B.12
4. The School Board shall designate the duties of Treasurer to a School District employee.

**D. Clerk**

The Clerk, in collaboration with the Administration staff, has the following authority and duties:

1. The clerk shall keep a record of all meetings in the books provided.
2. Within three days after an election, the clerk shall notify all persons elected of their election.
3. On or before September 15 of each year, the clerk shall:
  - a) File with the School Board a report of the revenues, expenditures and balances in each fund for the preceding fiscal year.
  - b) Make and transmit to the commissioner certified reports, showing:
    - (1) Revenues and expenditures in detail, and such other financial information required by law, rule, or as may be called for by the commissioner;
    - (2) Length of school term and enrollment and attendance by grades; and
    - (3) Other items of information as called for by the commissioner.
4. The clerk shall enter into the clerk's record book copies of all reports and of the teachers' term reports, and of the proceedings of any meeting, and keep an itemized account of all expenses of the school district.
5. The clerk shall furnish to the county auditor, on or before September 30 of each year, an attested copy of the clerk's record, showing the proposed property tax voted by the school district or the School Board for school purposes.

6. The clerk shall draw and sign all orders upon the treasurer for the payment of money for bills allowed by the School Board for salaries of officers and for teachers' wages and all claims, to be countersigned by the chair.
7. The clerk shall perform such duties as required by the Minnesota Election Law or other applicable laws relating to the conduct of elections.
8. The clerk shall perform the duties of the chair in the event of the chair's and the vice-chair's temporary absences.
9. The School Board shall designate the duties of Clerk to a School District employee.

#### **E. Individual Board Members**

1. Individual Board Members are not authorized to exercise any authority as an individual to supervise or direct the Superintendent or staff. The Board speaks and acts as a single voice after discussion on issues involving the district, not as individuals.

#### **F. Superintendent**

1. The superintendent shall be an ex officio, non-voting member of the School Board.
2. The superintendent shall perform the following:
  - a) Manage the implementation of School Board policies;
  - b) Visit and supervise the schools in the school district, report and make recommendations about their condition when advisable or on request by the School Board;
  - c) Recommend to the School Board employment and dismissal of administrators, teachers, and all other employees;
  - d) Annually evaluate each school principal assigned responsibility for supervising a school building within the district;
  - e) Oversee school grading practices and examinations for promotions;
  - f) Make reports required by the commissioner;
  - g) Attend all meetings of the School Board;
  - h) Perform other duties prescribed by the School Board.

***Legal References:***

Minn. Stat. 123B.12 (Finance)  
Minn. Stat. 123B.14 (Officers)  
Minn. Stat. 123B.143 (Superintendent)  
Minn. Stat. 126C.17 (Referendum Revenue)  
Minn. Sta. Ch. 205A (School District Elections)

***Cross References:***

Policy 101 (Legal Status of the School District)  
Policy 201 (Legal Status of the School Board)  
Policy 203 (Operation of the School Board – Governing Rules)  
MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties

***SCHOOL BOARD ACTION:***

Adopted December 21, 1999  
Revised August 17, 2010  
Revised July 17, 2012  
Revised April 16, 2019



# Enrollment Report

October 1, 2021 Snapshot



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School Board Meeting  
November 16, 2021

Prepared by:  
Suzanne Gallagher and Lori  
Andler

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INTRODUCTION



2021-2022  
ENROLLMENT



PROJECTIONS  
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# INTRODUCTION

- Why October 1 Snapshot
- Budget Development Process
- Student Accounting
- Enrollment Reports

# Why October 1 Snapshot?

- The October 1 snapshot is designed to report enrollment for our voluntary pre-kindergarten through 12th grade students who are enrolled **over** October 1
- The state uses the data to determine a portion of the funding school districts receive
- The district uses the data to determine budget and staffing allocations

# Budget Development Process

The school district budget cycle is a continuous five-step process mandated by state law. Each step requires School Board approval and is open for public inspection and comment. Since the process spans multiple school and calendar years, the district can be in multiple phases of the process at any given time.

## Property Tax Levy

The budget process begins with submission of estimated property tax levy information to the Minnesota Department of Education (MDE) by mid-July. MDE sets the maximum amount each district may levy based on current legislation. The School Board certifies the levy before the end of the calendar year.

## Preliminary Budget

State Statute requires school boards approve a preliminary budget before the start of the school year on July 1. This includes completion of enrollment projections and five-year budget forecast, development of staffing guidelines and determination of revenue and expenditure assumptions.

# Budget Development Process (cont.)

## Final Budget

Each fall, the Finance Department prepares a final budget that includes October 1 enrollment and any changes in law that affect education financial. The School Board approves the final budget in December / January

## Budget Adjustments

Each spring, the School board approves budget adjustments to account primarily for grant dollars the district may have received during the year. These adjustments allow for accurate funding for programs and provide the most accurate basis for developing the preliminary budget for the next fiscal year.

## Annual Financial Report and Audit

The final step in the budgeting process is closing the books and preparing financial statements for the year. During this step the district undergoes an independent audit as required by state law. The School Board typically reviews the audited financial report in October or November

# Student Accounting

There are many factors that play a role in how much school districts receive in state, federal, and local funding. Factors include poverty, student special needs, and other challenges

For fiscal year 2022, each school district's general education revenue is the sum of 14 components; two of which are the same per pupil unit for all districts and charter schools; and 12 components that vary by district demographic and geographic characteristics.

The per-pupil nature of the education funding formula means that a gain / loss in student enrollment impacts the amount of funding schools receive to operate their schools and support student learning.

# Student Accounting Definitions

**General Education Aid** is the largest share of the education finance appropriation and provides the basic financial support for the district

**Categorical Aid** is generally used to meet costs that vary significantly between districts (ie special education) or promote certain types of programs (ie literacy incentive aid)

**Average Daily Membership (ADM)** is a total headcount of students in a school district

**Pupil Weighting** is a weighted count of pupils used to determine revenue in funding formulas

**Basic Aid** is calculated as the basic allowance times the district's adjusted pupil units

# Student Accounting

## Average Daily Membership (ADM)

The average daily membership is the average number of pupils enrolled in the school district throughout the school year.

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The basic calculation:

$$\frac{\text{(Percent Enrolled / 100)} \times \text{Membership Days}}{\text{Instructional Days}}$$

# Student Accounting Per Pupil Unit (PPU)

Pupil unit weightings are applied to ADM

<b>Grade Level</b>	<b>Per Pupil Unit</b>
Voluntary Pre-Kindergarten	0.60
Kindergarten - 5th grade	1.00
7th - 12th grade	1.20
Full-time PSEO	0.12

Full-time ALC students attendance  
and membership is reported in hours

# Enrollment Reports

Each month, the finance team prepares board reports which are used to review pupil estimates to see how enrollment is tracking versus projected estimates used as part of the district's budget process.

The reports are compiled using two data sources:

- Minnesota Automated Reporting Student System (MDE-MARSS)
- Infinite Campus student information system

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# 2021-2022 ENROLLMENT

- Students Enrolled Over October 1
- K-12 Projected vs Actual Enrollment Over October 1
- 2021-2022 Quick Stats
- Demographics
- Race/Ethnicity

# Students Enrolled Over October 1

## Elementary Schools

	Voluntary Pre- Kindergarten	Kindergarten	1st grade	2nd grade	3rd grade	4th grade	Building Total
Voluntary Pre-Kindergarten	125						125
Hayes		88	99	86	94	81	448
Stevenson		92	100	97	80	89	458
Total by Grade	125	180	199	183	174	170	1,031

# Students Enrolled Over October 1

## Secondary Schools

	5th grade	6th grade	7th grade	8th grade	9th grade	10th grade	11th grade	12th grade	Building Total
Middle School	185	190	209	229					813
Online Academy			12	10	11	22	26	34	115
High School					222	211	211	206	850
Full-time HS ALC					1	4	21	30	56
Total by Grade	185	190	221	239	234	237	258	270	1,834

# K-12 Projected vs. Actual Enrollment over October 1

	K-4th	5th - 8th	9th - 12th	Total
<b>2021-22 Projected Enrollment*</b>	1,011	837	880	<b>2,728</b>
<b>K-12 Actual Enrollment Over October 1*</b>	906	835	943	<b>2,684</b>
<b>+/- Projected to Actual Enrollment</b>	<b>-105</b>	<b>-2</b>	<b>63</b>	<b>-44</b>

98

\* Does not include Voluntary Pre-Kindergarten and full-time ALC students

# 2021-2022 Quick Stats

**2,865** Pre-K to 12th Grade Students

**43** Languages Spoken

**59%** Eligible for Free/Reduced Meals

**13%** Enrolled in Special Education

## Student Demographics

1% American Indian / Alaskan Native  
7% Asian  
41% Black/African American  
15% Hispanic / Latino  
27% White  
10% Two or more races

# Demographics - District

	Total
Enrollment (Pre-K to 12th)	2,865
Open Enrolled	40%
Free/Reduced Meals	59%
Special Education	13%
Home Primary Language Not English	33%
English Learner	14%

# Race/Ethnicity

## District

**Multi**  
10.0%

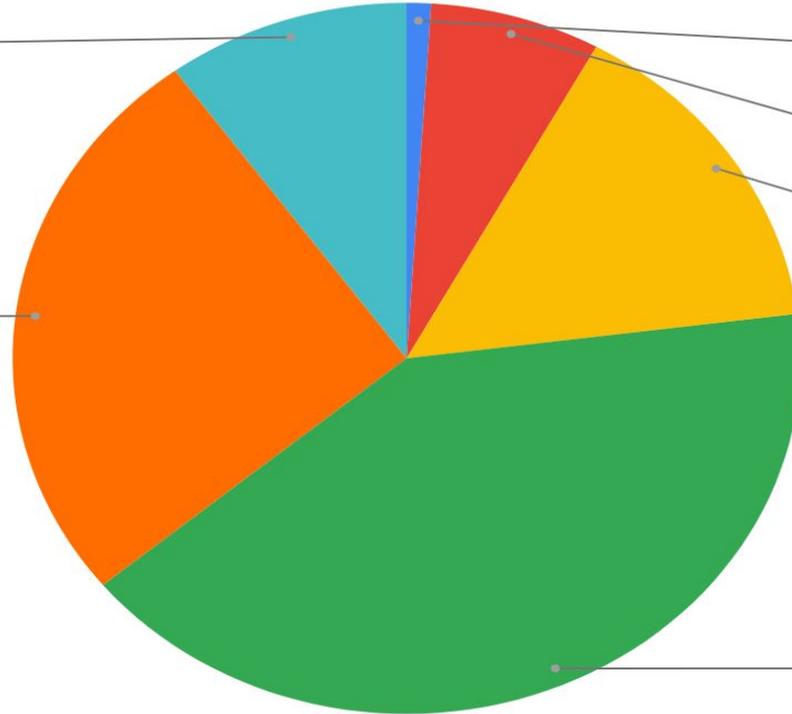
**White**  
26.0%

**American Indian**  
1.0%

**Asian**  
7.0%

**Hispanic**  
15.0%

**Black**  
41.0%

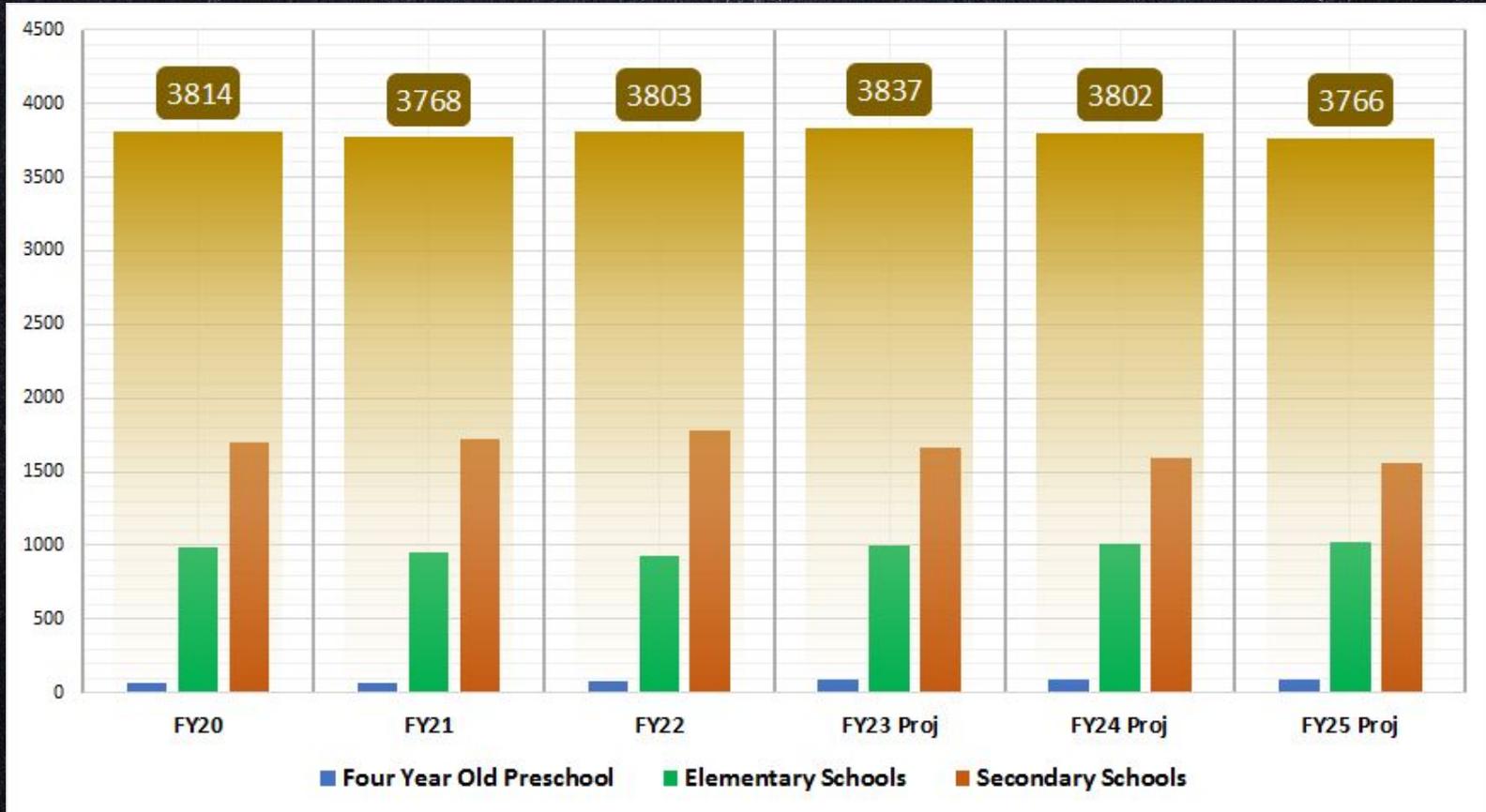




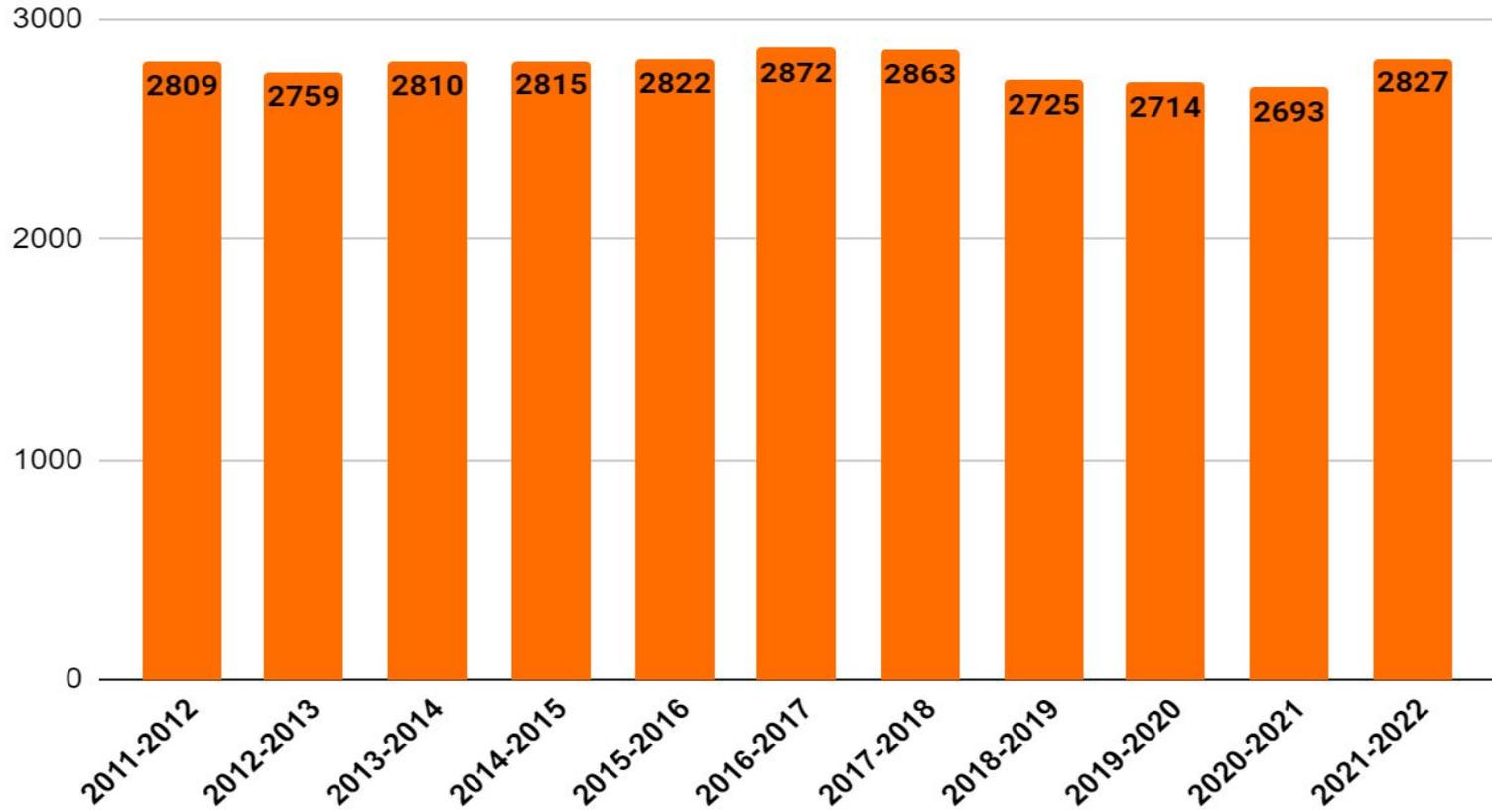
# PROJECTIONS and HISTORICAL ENROLLMENT

- Enrollment and Projections
- District Enrollment Over October 1
- Full-time PSEO Participation

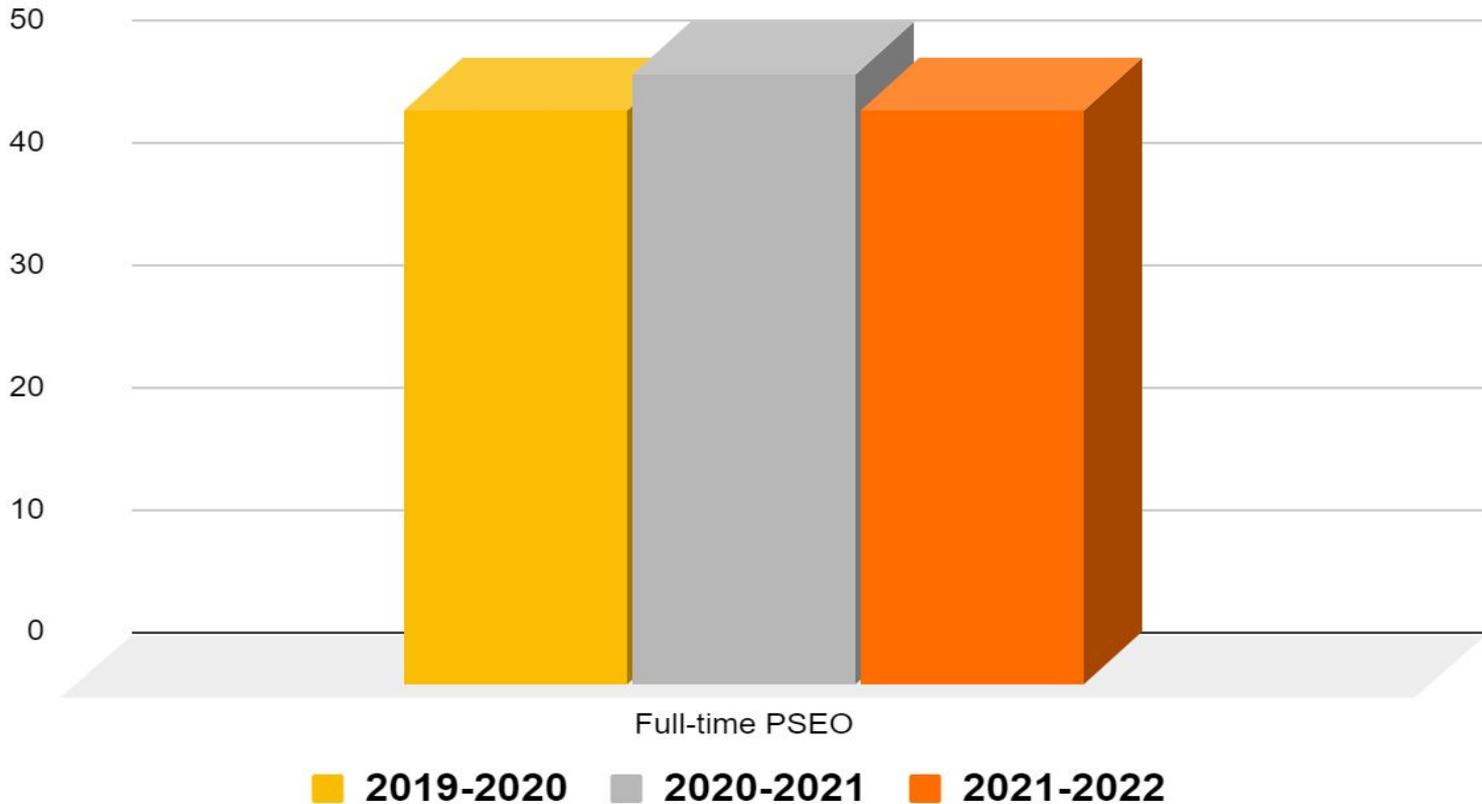
# Enrollment and Projections



# District Enrollment Over October 1



# 3-Year PSEO Participation



# Conclusion

“

Enrollment impacts many aspects of Fridley Public Schools. The data shared in this report is intended to assist decision makers and citizens in creating and maintaining an exceptional educational system for all learners in our community.

”