



Fridley Public Schools School Board Business Meeting Agenda

Tuesday, November 16, 2021 at 7:30 PM

Fridley Community Center

6085 7th Street NE

Fridley, MN 55432

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1. Northwest Suburban Integration School District (NWSISD) Joint Powers Board Meeting November 17, 2021 at 6:15 PM NWSISD District Office	

2. No School - Thanksgiving/Day after Thanksgiving
November 25-26, 2021
3. NE Metro 916 Board Meeting
December 1, 2021 at 6:00 PM
Bellaire School
4. AMSD Board Meeting
December 3, 2021 at 7:00 AM
Quora Education Center
5. Fridley Public Schools Board Work Session
December 7, 2021 at 5:30 PM
Fridley Community Center
6. Fridley Public Schools Board Meeting
December 21, 2021
Work Session, 5:30 PM
Open Forum, 7:00 PM
Business Meeting, 7:30 PM
Fridley Community Center
7. No School - Winter Break
December 23-31, 2021

J. **Adjournment**

Tuesday, November 16, 2021
School Board Business Meeting
Motions

A. Call to Order, Pledge of Allegiance

B. Approval of Agenda with Suggested Motions and Resolutions

1. Suggested Motions and Resolutions

Suggested Motion: Motion by _____, seconded by _____ to approve the agenda for November 16, 2021.

C. Spotlight on Recognition

D. Superintendent and Staff Reports

E. Business Action Items

1. RESOLUTION: Consolidated Polling Places

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:

County	Combination Name	Polling Place	Comprised of City Precincts
Anoka	ISD #14 P1	FRIDLEY COMMUNITY CENTER	FRIDLEY W-1 P-1 FRIDLEY W-1 P-2 FRIDLEY W-1 P-3 FRIDLEY W-1 P-4

County	Combination Name	Polling Place	Comprised of City Precincts
		6085 7th St NE FRIDLEY MN 55433	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.

Suggested Motion: Motion by _____, seconded by _____, to approve a combined polling place for voting on School District Elections not held on the day of a statewide, county, or municipal election.

2. RESOLUTION OF SCHOOL 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 District 14 School Board recognizes the value of student participation in extracurricular activities; and

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

THEREFORE, BE IT RESOLVED that the Fridley School Board supports the District’s application to the Minnesota State High School League Foundation for a FORM A Grant to offset student activity fees.

Suggested Motion: Motion by _____, seconded by _____, to approve the resolution of School Board support Form A application to MSHSL Foundation.

3. Motion: Approval of the 2021-2023 Paraeducator Master Agreement

Suggested Motion: Motion by _____, seconded by _____, to approve the 2021-2023 Paraeducator Master Agreement

4. Motion: Second Reading and Adoption of Policies

- Policy 510 School Activities
- Policy 505 Distribution of Materials
- Policy 512 Student Publications

Suggested Motion: Motion by _____, seconded by _____, to approve the Second Reading and Adoption of policies 505, 510 and 512.

F. Consent Agenda

Suggested Motion: Motion by _____, seconded by _____ to approve the consent agenda of routine action items including minutes of the School Board Meeting and Work Session held on October 19, 2021 and Special Session held on November 10, 2021; Monthly Financial Reports; and New Contracts, Amendments, Lane Changes, Leaves of Absence, Terminations, Resignations and Retirements

G. Written Information

1. First Reading of Policies
 - a. Policy 519 Interviews of Students by Outside Agencies – Jael McLemore
 - b. Policy 520 Student Surveys – Jael McLemore

H. Reports from School Board Members

I. Important Future School Board Dates

J. Adjournment

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

Fridley Public Schools Employee of the Month – November 2021

Kate Wesbur is the Accounting Supervisor for Fridley Public Schools and is an integral part of the Finance Department. Kate's attention to detail has allowed the Finance Department to ensure accuracy, transparency, and reliability for years.

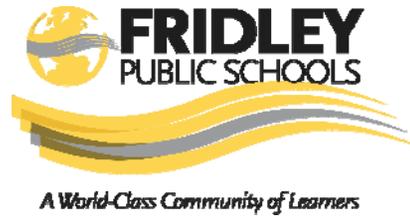
Kate is a Certified Public Accountant and has mastered the audit process for our district. Her work ethic, tenacity, and resolve in ensuring the district follows all rules and regulations regarding public school districts and accounting standards has provided us with the ability to make informed decisions about our financial stability and future forecasting.

Kate is a humble employee working behind the scenes to ensure that building and department financial and payroll information is up-to-date, processes are followed, and precision is upheld. She provides assistance to employees, administrators, secretaries, and teammates with reliability, equity, and humility regardless of the question or need.

Kate has been pulled in multiple directions this summer and fall as she's taken on the technical aspects of payroll processing while she continues to fulfill her daily duties and ensures the district's annual audit is completed. While this would be overwhelming for most employees, Kate handles the pressure with patience and class. Employees have commented how helpful Kate has been and how she's treated them so caringly while answering their numerous payroll and benefit questions. She is a true team player and continues to assist other departments with their needs even though her plate continues to overflow.

Kate is well deserving of the recognition of Employee of the Month!

- *Written by Director of Finance & Operations, Barbie Roessler*



Employee of the Month

November 2021

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

Kate Wesbur





Fridley School Board Meeting
November 16, 2021



Fridley Public Schools Land Acknowledgement

“We collectively acknowledge that Minnesota is located on the traditional, ancestral, contemporary and occupied lands of the Dakota Oyate and Ojibwe Anishinaabe Indigenous peoples. We make this acknowledgement to honor and respect the Ojibwe Anishinaabe and Dakota Oyate peoples, the original stewards of lands and waters, their ancestors, descendants, traditions as well as the land itself.

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We have a moral responsibility to advocate and be in alliance with our Indigenous communities as we continue our equity and inclusion journey.”

Significance of Native American Heritage Month

From the Fridley High School Native Student Group:

- To educate people that Native People exist. We still exist.
- We are a part of the nation of the USA as well as Indian Nations. Citizens of both.
- To have a correct portrayal of Native American People - different than is portrayed in News, media, books, etc.
- Check out “Reservation Dogs” on Hulu - Minnesota actors, creators. Indian people telling the story.

Anishinaabe (Ojibwe) & Oyate (Dakota) Native American People:

- ❑ In Minnesota, there are two main Native American tribes:
 - ❑ The Anishinaabe (Ojibwe) people
 - ❑ The Oyate (Dakota) people

- ❑ Within these two tribes, there are 11 different Tribal Nations

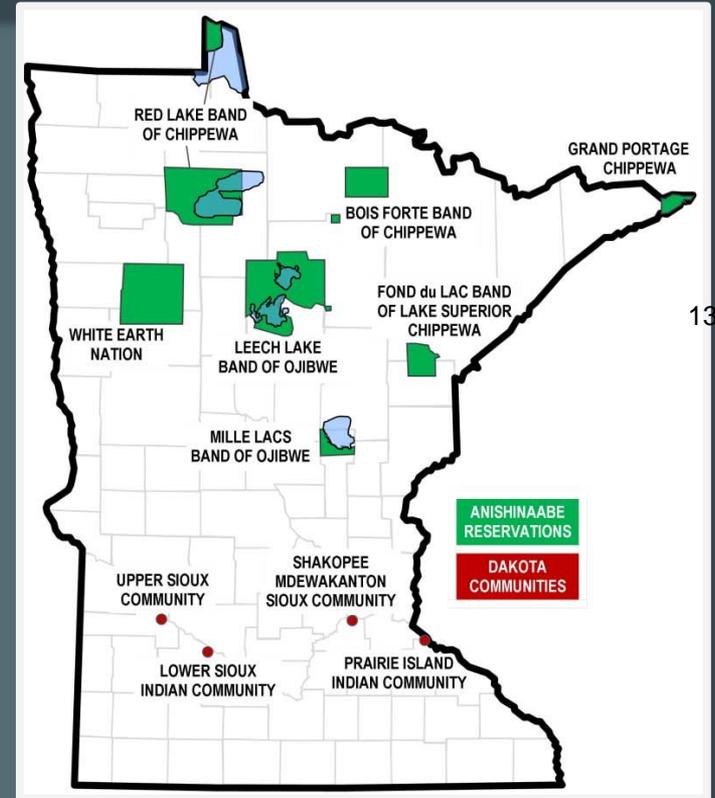
Anishinaabe (Ojibwe) & Oyate (Dakota) Native American People: There are 11 Tribal Nations in Minnesota

Anishinaabe (Ojibwe):

Bois Forte Band of Chippewa
Fond Du Lac Reservation
Grand Portage Band of Chippewa
Leech Lake Band of Ojibwe
Mille Lacs Band of Ojibwe
Red Lake Band of Chippewa
White Earth Reservation

Oyate (Dakota):

Lower Sioux Indian Community
Prairie Island Indian Community
Shakopee Mdewakanton Sioux (Dakota)
Community
Upper Sioux Community



Anishinaabe (Ojibwe) & Oyate (Dakota) Native American People: An Example of Language: Greeting

Anishinaabe (Ojibwe) greeting:



Boozhoo (hello)

14

Oyate (Dakota) greeting:



Anpetu waâte (good day)

Anishinaabe (Ojibwe) & Oyate (Dakota) Native American People: Example of Traditional Clothing: Pow Wow Regalia



Men's:
Traditional



Men's:
Fancy



Men's:
Grass₁₅



Women's:
Traditional



Women's:
Fancy
Shawl



Women's:
Jingle

Source:
www.powwows.com

Anishinaabe (Ojibwe) & Oyate (Dakota) Native American People: Traditional Foods

Many of the foods you eat today are from the Americas and have become staples across the world. The biggest change to world food, was the introduction of corn. Native peoples throughout the Americas developed innovative farming techniques that resulted in high yields and varieties. Today, corn is one of the top crops grown around the world.

Hot peppers, beans, tomatoes, squash, potatoes, avocados, strawberries, blackberries, cranberries, blueberries, pecans, black walnuts, cashews, maple syrup, wild rice, sunflower seeds, and much more also came from the Americas and now are common foods worldwide.

Two of the favorite foods from the Americas are chocolate and vanilla.



16





Giga-waabamin or **Tókša akhé**



I'll see you (again)

**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**

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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

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:

	2021-2022	2022-2023
--	------------------	------------------

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

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

Experience Increments.

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



FRIDLEY PUBLIC SCHOOLS

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



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.



A World-Class Community of Learners

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

- 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



A World-Class Community of Learners

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

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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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.

- 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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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.

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

Minutes
School Board Work Session
Fridley Independent School District 14
October 19, 2021

Call to Order

The Work Session of the Fridley School Board was called to order by School Board Vice Chair Starck at 5:30 PM on Tuesday, October 19, 2021, at the Fridley Community Center. The following Board members were present in the room: Abdisalam Adam, Jake Karnopp, Avonna Starck and Carol Thornton. Absent: Ross Meisner, Donna Prewedo

The following items were discussed

- A. Signing Required Documents
- B. Governance and Policy
 - 1. Second Readings and Adoption of Policies
 - a. Policy 501 School Weapons Policy
 - b. Policy 502 Search of Student Lockers, Desks, Personal Possessions and Student's Person
 - c. Policy 503 Student Attendance
 - d. Policy 504 Student Dress and Appearance
 - e. Policy 602 Organization of School Calendar and School Day
 - 2. Second Readings and Adoption of Policies
 - a. Policy 510 School Activities
 - b. Policy 505 Distribution of Non-School Sponsored Materials on School Premises BY Students and Employees
 - c. Policy 512 School Sponsored Student Publications and Activities
- C. Oversight of Operations
 - 1. Legal, Staffing and Personnel Update
 - a. New Contracts, Amendments, Leaves of Absence, Terminations, Resignations, and Retirements
 - b. Lane Changes
 - c. Memorandum of Agreement for Special Ed Billable Time
 - 2. Finance and Operations Update
 - a. Review & Comment during Public Forum
 - 3. World's Best Workforce Plan 2021-2022
 - 4. Balanced Scorecard
 - 5. Joint Powers Agreement with Anoka County for Elections
 - 6. Statewide Health Improvement Program (SHIP) Grant – Anoka County/Fridley ISD 14
 - 7. Partnership Updates
 - a. Northeast Metro 916 Intermediate School District Meeting held on October 5, 2021
- D. Board Governance Policy
 - 1. Election Results Canvas Meeting – November 10, 2021 at 5 PM
- E. Informational Items
 - 1. District Update
 - 2. At the Next Work Session – NO NOVEMBER 2 WORK SESSION
- F. PUBLIC FORUM

Adjourned at 7:20 p.m.

Donna Prewedo, Board Chair

Carol Thornton, Board Clerk

Minutes
School Board Business Meeting
Fridley Independent School District 14
October 19, 2021

Call to Order

Avonna Starck called the Business Meeting of the Fridley School Board to order at 7:30 p.m. on Tuesday, October 19, 2021 at the Fridley Community Center (FCC). Present: Abdisalam Adam, Jake Karnopp, Ross Meisner, Avonna Starck, and Carol Thornton. Absent: Donna Prewedo

Approval of Agenda

Motion by Meisner, seconded by Adam, to approve the agenda for October 19, 2021. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 5-0.

Spotlight on Recognition

1. Superintendent Hiel introduced the September Employee of the Month, Katie Brown who works at Fridley Community Center (FCC) as the secretary for Preschool and the Director of Finance & Operations. She also introduced Cami Herder, Preschool Program Manager at FCC as the Employee of the Month for October.
2. Cast Members, Tim Yocum & Anna Nordin, performed a song from Seussical the Musical. This is the fall musical at FHS and will be presented November 12, 13, 18, 19, 20 at 7pm in the District Auditorium.

Superintendent and Staff Reports

1. Director of Communications and Community Relations, Jael McLemore introduced the 2021 Referendum Video.
2. Director of Teaching and Learning, Dr. Jason Bodey introduced the 2021-2022 World's Best Workforce Plan.

Business Action Items

1. **RESOLUTION: Accepting Gifts**

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

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

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

- The following persons donated to **Stevenson Elementary** for a total of \$357.10
 - Presbyterian Church of the Way
 - Christopher Breitbach
- The following persons donated to **Hayes Elementary** for a total of \$8.40

- Giving Fund

Motion by Karnopp, seconded by Meisner, to accept the gifts and thank the donors for their contributions. Upon roll being called, Adam, Karnopp, Meisner, Starck, and Thornton voted in favor, none against, none abstained. Motion carried 5-0.

2. Motion: Anoka County Election Joint Powers Agreement

Motion by Adam, seconded by Karnopp, to approve the Anoka County Election Joint Powers Agreement. Upon roll being called, Adam, Karnopp, Meisner, Starck, and Thornton voted in favor, none against, none abstained. Motion carried 5-0.

3. Motion: Second Reading and Adoption of Policies

- a. Policy 501 School Weapons
- b. Policy 502 Search of Student Lockers, Desks, Personal Possessions and Student's Person
- c. Policy 503 Student Attendance
- d. Policy 504 Student Dress and Appearance
- e. Policy 602 Organization of School Calendar and School Day

Motion by Meisner, seconded by Thornton, to approve the Second Reading and Adoption of Policies 501, 502, 503, 504, and 602. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 5-0.

Consent Agenda

Motion by Karnopp, seconded by Adam to approve the consent agenda of routine action items including minutes of the School Board Meeting and Work Session held on September 21, 2021 and Work Session held on October 5, 2021; Monthly Financial Reports; and New Contracts, Amendments, Lane Changes, Leaves of Absence, Terminations, Resignations and Retirements; Statewide Health Improvement Program (SHIP) Grant; World's Best Workforce Plan 2021-2022; and Memorandum of Agreement for Special Ed Billable Time. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 6-0.

Reports from School Board Members

- 1. Board Member Starck reported on the NE Metro 916 Meeting held on October 6, 2021. Policies were approved and there was a closed session for negotiations.

Important Future School Board Dates

- 1. No School – Conferences/Education Minnesota Conference
October 20-22, 2021
- 2. EL Family Night
October 28, 2021 from 5-7 PM
Fridley Middle School
- 3. No School – Election Day
November 2, 2021
- 4. NE Metro 916 Board Meeting
November 3, 2021 at 6 PM
Bellaire School

5. AMSD Board Meeting
November 5, 2021 at 7 AM
Quora Education Center
6. No School – Evaluation/Planning Day
November 12, 2021
7. Fridley Public Schools Board Meeting
November 16, 2021
Work Session at 5:30 PM
Open Forum at 7:00 PM
Business Meeting at 7:30 PM
Fridley Community Center
8. Northwest Suburban Integration School District (NWSISD) Joint Powers Board Meeting
November 17, 2021 at 6:15 PM
NWSISD District Office
9. No School – Thanksgiving/Day After Thanksgiving
November 25-26, 2021
10. Truth in Taxation at Public Forum
December 21, 2021 at 7 PM

Adjournment

Motion by Adam, seconded by Meisner, to adjourn at 8:00 p.m. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 5-0.

Donna Prewedo, Board Chair

Carol Thornton, Board Clerk

**Fridley Independent School District
School Board Special Board Meeting
Wednesday, November 10, 2021
Minutes**

Call to Order

Donna Prewedo called the Special Board Meeting of the Fridley School Board to order at 5:03 p.m. on Wednesday, November 10, 2021 in the Board Room at Fridley High School. Present: Abdisalam Adam, Jake Karnopp, Ross Meisner, Donna Prewedo, Avonna Starck, and Carol Thornton. Absent: None

Approval of Agenda

Motion by Starck, seconded by Thornton to approve the agenda for November 10, 2021. Motion carried 6-0.

Business Action Items

1. RESOLUTION: Canvassing Returns of Votes of School District General & Special Election

**RESOLUTION CANVASSING RETURNS OF VOTES OF
FRIDLEY INDEPENDENT SCHOOL DISTRICT NO. 14
GENERAL ELECTION HELD NOVEMBER 2, 2021**

BE IT RESOLVED by the School Board of Fridley Independent School District No. 14, State of Minnesota, as follows:

1. It is hereby found, determined and declared that the General Election of the voters of this school district held on November 2, 2021, was in all respects duly and legally held.

2. As specified in the attached Abstract and Return of Votes Cast, a total of 1,635 voters of the district voted at said General Election on the election of three (3) school board members for three (3) four (4) year vacancies on the board caused by expiration of term on the first Monday in January following the general election. Votes cast for the office are as follows:

Candidate	Votes	Elected
Nikki Auna	1,009	X
Avonna Starck	968	X
Ross Meisner	1,120	X
Write-In	143	

3. Nikki Auna, Avonna Starck, and Ross Meisner, having received the highest number of votes, are elected to four (4) year terms beginning on the first Monday in January, 2022.

4. As specified in the attached Abstract of Votes Cast a total of 1,635 voters of the school district voted at said Special Election to consider Ballot Question No. 1 as follows:

SCHOOL DISTRICT BALLOT QUESTION 1
Approval of School District Bond Issue

Shall the school board of Independent School District No. 14 (Fridley Public Schools) be authorized to issue its general obligation school building bonds in an amount not to exceed \$11,200,000 to provide funds for the acquisition and betterment of school sites and facilities, including the construction and equipping of fifth grade classroom additions at the Hayes and Stevenson Elementary School Sites; the expansion and modernization of learning spaces at school sites and facilities, and the completion of various deferred maintenance projects at school sites and facilities?

5. Votes cast for and against the question are as follows:

	Yes Votes	No Votes
Ballot Question No. 1	794	835

6. Ballot Question No. 1 having not received the approval of at least a majority of such votes, is hereby declared to have failed.

7. The clerk is hereby directed to certify results of the General and Special Election to the county auditors of each county in which the school district is located in whole or in part.

8. After the time for contesting the election has passed and the candidate has filed all campaign financial reports required by Minnesota Statutes, Chapter 211A, the clerk is hereby directed to deliver a certificate of election to each person entitled thereto. The clerk is also hereby directed to enclose with the certificate a form of acceptance of office and oath of office.

Motion by Meisner, seconded by Thornton, to accept the Canvassing Returns of Votes of School District General & Special Election. Upon roll being called, Adam, Karnopp, Meisner, Prewedo, Starck and Thornton voted in favor, none against. Motion carried 6-0.

Adjournment

Motion by Meisner, seconded by Adam, to adjourn at 6:10 p.m. Motion carried 6-0.

Donna Prewedo, Chair

Carol Thornton, Clerk

**INDEPENDENT SCHOOL DISTRICT NO. 14
FRIDLEY, MINNESOTA
TREASURER'S REPORT
MONTH ENDING 10/31/21**

Fund	Balance 9/30/21	Receipts	Payroll Disbursements	A/P Disbursements	Journal Entry Transfers	Balance 10/31/21
General (01)	\$ 35,517,974.74	\$ 13,901,068.62	\$ 1,307,788.11	\$ 13,204,471.13	\$ (582,130.58)	\$ 34,324,653.54
Food Service (02)	772,423.49	205,377.67	42,166.58	132,892.89	(148,399.33)	654,342.36
Transportation (03)	(31,612,274.89)	-	9,976.34	64,148.61	11,049.40	(31,675,350.44)
Comm. Service (04)	(64,222.38)	153,001.83	81,432.93	98,492.83	28,125.44	(63,020.87)
Operating Capital (05)	(432,016.04)	-	-	43,736.87	175,249.46	(300,503.45)
Construction (06)	304,059.67	-	-	2,214.50	600,693.00	902,538.17
Debt Service (07)	2,698,883.06	834,538.68	-	-	(565,249.00)	2,968,172.74
Performance Contract (16)	(4,075,225.92)	-	-	-	-	(4,075,225.92)
Activity Fund (19)	161,943.68	17,790.33	-	11,952.43	(544.65)	167,236.93
Dental Self Insurance (20)	246,413.57	114.00	-	21,556.72	84,733.24	309,704.09
Medical Self Insurance (21)	6,147,532.15	1,096.11	-	305,275.80	743,103.29	6,586,455.75
OPEB Trust Fund (25)	277,721.03	17,277.45	-	2,771.07	(298,742.27)	(6,514.86)
OPEB Debt Service (47)	421,528.65	100,790.41	-	-	(47,888.00)	474,431.06
Student Activities Under Board Control (51)	84,888.67	1,768.00	-	4,567.83	-	82,088.84
Total	\$ 10,449,629.48	\$ 15,232,823.10	\$ 1,441,363.96	\$ 13,892,080.68	\$ 0.00	\$ 10,349,007.94

Bank	Balance Per Bank Statement	Outstanding Checks	Outstanding Deposits	Balance per Treasurer's Books
MN Trust - OPEB	\$ 97,600.62	\$ -	\$ -	\$ 97,600.62
MN Trust - Operating	10,318,063.46	66,656.14	-	10,251,407.32
Total	\$10,415,664.08	\$ 66,656.14	\$ -	\$10,349,007.94

Difference 62 \$ 0.00

Schedule of Investments

As of 10/31/21

Investment	Broker	Type	Purchased	Maturity	Market Value	Par	Yield
MN Trust Term Series	PMA - OPP	TS	10/25/21	11/24/21	11,000,000.00	11,000,271.24	0.01%
Greenstate Credit Union Certificate of Deposit	PMA - OPP	CD	05/26/21	07/26/22	249,800.00	249,974.94	0.06%
CFG Bank Certificate of Deposit	PMA - OPP	CD	05/26/21	07/26/22	249,700.00	249,853.01	0.05%
Customers Bank Certificate of Deposit	PMA - OPP	CD	05/26/21	07/26/22	249,800.00	249,937.30	0.05%
Royal Business Bank Certificate of Deposit	PMA - OPP	CD	05/26/21	07/26/22	249,800.00	249,976.39	0.06%
First Internet Bank of Indiana Certificate of Deposit	PMA - OPP	CD	05/26/21	07/26/22	249,800.00	249,966.38	0.06%
Midland States Bank Certificate of Deposit	PMA - OPP	CD	05/26/21	07/26/22	249,800.00	249,948.69	0.05%
Third Coast Bank, SSB Certificate of Deposit	PMA - OPEB	CD	11/16/20	11/16/21	249,700.00	249,952.13	0.10%
Western Alliance Bank/Torrey Pines Bank Certificate of Deposit	PMA - OPEB	CD	11/16/20	11/16/21	249,700.00	249,964.32	0.11%
Bank 7 Certificate of Deposit	PMA - OPEB	CD	11/16/20	11/16/21	249,700.00	249,952.20	0.10%
Servisfirst Bank Certificate of Deposit	PMA - OPEB	CD	11/16/20	11/16/21	249,700.00	249,949.70	0.10%
CIBC Bank USA/Private Bank - MI Certificate of Deposit	PMA - OPEB	CD	12/18/19	12/17/21	242,500.00	249,792.51	1.50%
Luana Savings Bank Certificate of Deposit	PMA - OPEB	CD	12/18/19	12/17/21	242,500.00	249,775.00	1.50%
Veritex Community Bank Certificate of Deposit	PMA - OPEB	CD	01/20/21	01/20/22	249,700.00	249,955.95	0.10%
Azle ISD REF-TXBL	PMA - OPEB	SEC	01/08/20	02/15/22	222,006.40	220,000.00	1.60%
Kane SD #304-UNREF	PMA - OPEB	SEC	01/07/21	01/01/23	721,941.00	655,000.00	0.24%
Desert Sands USD-REF	PMA - OPEB	SEC	02/23/21	08/01/23	238,262.20	220,000.00	0.12%
NYC-D2-TXBL	PMA - OPEB	SEC	02/19/21	12/01/23	1,048,820.00	1,000,000.00	0.20%
Schenectady Co	PMA - OPEB	SEC	03/09/21	12/15/23	232,848.00	225,000.00	0.20%
Oklahoma City - TXBL	PMA - OPEB	SEC	01/07/20	03/01/24	215,266.00	200,000.00	1.70%
Totals					\$ 16,911,343.60	\$ 16,769,269.76	

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.



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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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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 (3rd Cir. 2005)
Fields v. Palmdale School Dist., 427 F.3d. 1197 (0th 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