

Work Session

Tuesday, April 19, 2022 5:30 PM

Fridley Community Center, 6085 7th Street NE, Fridley, MN 55432

A.	Signing Required Documents	Presenter: Dr. Kim Hiel
B.	<u>GOVERNANCE AND POLICY</u>	
B.1. Second Readings and Adoption of Policies		
B.1.a.	Policy 201 Legal Status of the School Board	Presenter: Dr. Kim Hiel
B.1.b.	Policy 202 School Board Officers	Presenter: Dr. Kim Hiel
B.1.c.	Policy 804 Information Security	Presenter: Barbie Roessler
B.1.d.	Policy 524 Internet Acceptable Use and Safety	Presenter: Dr. Jason Bodey
B.2. First Reading of Policies		
B.2.a.	Policy 509 Enrollment of Nonresident Students	Presenter: Dr. Jason Bodey
B.2.b.	Policy 515 Protection and Privacy of Pupil Records	Presenter: S. Ike Isaacson
B.2.c.	Policy 530 Immunization Requirements	Presenter: Laura Seifert-Hertling
B.2.d.	Policy 534 Unpaid Meal Charges	Presenter: Barbie Roessler
B.2.e.	Approval of the MSBA Policy Technical Revisions - Series 600 Updates	Presenter: Dr. Kim Hiel
C.	<u>OVERSIGHT OF OPERATIONS</u>	
C.1. Legal, Staffing and Personnel Update		
C.1.a.	New Contracts, Amendments, Leaves of Absence, Terminations, Resignations, and Retirements	Presenter: S. Ike Isaacson
C.1.b.	2021-2023 Nutritional Services Master Agreement	
C.1.c.	Insurance for Married Spouses MOUs - Clerical, Paraeducators, Nutritional Services	
C.1.d.	RESOLUTION: Terminate and Non-Renew the Employment of Certain Non-tenured, Probationary Teachers	
C.1.e.	Fourth Year Probationary MOU	
C.2. Finance and Operations Update		
C.2.a.	Transportation Contract	Presenter: Barbie Roessler
C.2.b.	Radon Testing Results	
C.3. Agreement to Provide Special Education and Related Staffing by NE Metro 916		
C.4.	Partnership Updates	Presenter: Laura Seifert-Hertling

C.4.a. Northwest Suburban Integration School District held on March 16, 2022 **Presenter:** Nikki Auna

C.4.b. Northeast Metro 916 Intermediate School District held on April 6, 2022 **Presenter:** Avonna Starck

D. **INFORMATIONAL ITEMS**

D.1. School Board Scholarship 2022 **Presenter:** Ross Meisner

D.2. A Day in the Life of a Superintendent **Presenter:** Dr. Kim Hiel

D.3. At the Next Work Session - May 3 - CLOSED SESSION **Presenter:** Dr. Kim Hiel

E. **PUBLIC FORUM** **Presenter:** Dr. Kim Hiel



FRIDLEY PUBLIC SCHOOLS

Fridley Public Schools Policies Presented for Second Reading April 19, 2022

#	Policy Name	Change/Revision
201	Legal Status of the School Board	Changes made in Powers and Duties section
202	School Board Officers	Typo corrected
804	NEW – Information Security	New policy
524	Internet Acceptable Use and Safety	Section V. A. updated Social Media examples added Section V. B. updated



201 Legal Status of the School Board

I. Purpose

The care, management and control of the schools is vested by statutory and constitutional authority in the School Board. The School Board shall carry out the mission of the school district with diligence, prudence, and dedication to the ideals of providing the finest public education. The purpose of this policy is to define the authority, duties and powers of the School Board.

II. General Statement of Policy

- A. The School Board is the governing body of the school district. As such, the School Board has responsibility for the care, management, and control over public schools in the school district.
- B. Generally, elected members of the School Board have binding authority only when acting as a School Board legally in session, except where specific authority is provided to School Board members or officers individually. Generally, the School Board is not bound by an action or statement on the part of an individual School Board member unless the action is specifically directed or authorized by the School Board.

III. Organization and Membership

- A. The membership of the School Board consists of six elected directors. The term of office is four years.
- B. There may be other ex officio members of the School Board as provided by law. There is one ex-officio member; the superintendent is an ex officio member.
- C. A majority of voting members constitutes a quorum. The act of the majority of a quorum is the act of the School Board.

IV. Powers and Duties

- A. The School Board has powers and duties specified by statute. The School Board's authority includes implied powers in addition to specific powers granted by the legislature.
- B. The School Board exercises administrative functions. It also has certain powers of a legislative character and other powers of a quasi-judicial character.

- C. The School Board shall superintend and manage the schools and buildings of the school district by employing a superintendent of schools; evaluate the work performance of the superintendent; adopt rules for the district organization, government, and instruction; prescribe textbooks and courses of study; and make and authorize contracts.
- D. The School Board shall have the general charge of the business of the school district, its facilities and property, and of the interest of the schools.
- E. The School Board, among other duties, shall perform the following in accordance with applicable law:
 - 1. Provide by levy of tax, necessary funds for the conduct of schools, the payment of indebtedness, and all proper expenses of the school district;
 - 2. Conduct the business of the schools and pay indebtedness and proper expenses;
 - 3. Employ and contract with necessary qualified administrators and teachers and discharge the same for cause;
 - 4. Adopt rules for their organization; prescribe programs and courses of study;
 - 5. Provide services to promote the health of its pupils;
 - 6. Provide school buildings and erect needed buildings;
 - 7. Purchase, sell, and exchange school district property and equipment as deemed necessary by the School Board for school purposes;
 - 8. Provide for payment of claims against the school district, and prosecute and defend actions by or against the school district, in all proper cases;
 - 9. Employ and discharge necessary employees and contract for other services;
 - 10. Provide for transportation of pupils to and from school, as governed by statute; and
 - 11. Procure insurance against liability of the school district, its officers and employees.

The School Board, at its discretion, may perform the following:

- 1. Provide library facilities, public evening schools, adult and continuing education programs, summer school programs and intersession classes of flexible school year programs;
- 2. Furnish school meals for pupils and teachers on such terms as the School Board determines;
- 3. Enter into agreements with one or more other independent school districts to provide for agreed upon educational services;
- 4. Lease rooms or buildings for school purposes;
- 5. Authorize the use of school facilities for community purposes that will not interfere with their use for school purposes;
- 6. Authorize co-curricular and extracurricular activities;
- 7. Receive, for the benefit of the school district, bequests, donations, or gifts for any proper purpose;



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.

A World-Class Community of Learners

8. Provide for evaluation of school programs; and
9. Perform other acts as the School Board shall deem to be reasonably necessary or required for the governance of the schools.

Legal References:

Minn. Stat. 123.33 (School Board Powers)
Minn. Stat. 123.34 (School District Officers)
Minn. Stat. 123.35 (General Powers)
Minn. Stat. 123.351 (Cooperative Centers)
Minn. Stat. 123.36 (Schoolhouses and Sites; Access for Non-curricular Purposes)
Minn. Stat. 123.38 (Co-curricular and Extracurricular Activities; Insurance)
Minn. Stat. 123.40 (Specific powers and duties)
Minn. Stat. 123.41 (Liability insurance)
Minn. Stat. 123.77, Subd. 4 (definition)
Jensen v. Indep. Consol. Sch. Dist. No. 85, 160 Minn. 233, 199 N.W. 911 (1924)

School Board Action:

Adopted as Policies 4.100, 4.200, 4.201, 4.203
Revised as Policy 201 December 21, 1999
Revised April 19, 2022

Second Reading

202 School Board Officers

I. Purpose

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

II. General Statement of Policy

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

III. Organization

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

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

IV. Officer's Responsibilities

A. Chair

The Chair has the following duties and responsibilities:

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



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

B. Vice-Chair

The Vice-Chair has the following authority and duties:

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



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C. Treasurer

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

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

D. Clerk

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

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

5. The clerk shall furnish to the county auditor, on or before September 30 of each year, an attested copy of the clerk's record, showing the proposed property tax voted by the school district or the School Board for school purposes.
6. The clerk shall draw and sign all orders upon the treasurer for the payment of money for bills allowed by the School Board for salaries of officers and for teachers' wages and all claims, to be countersigned by the chair.
7. The clerk shall perform such duties as required by the Minnesota Election Law or other applicable laws relating to the conduct of elections.
8. The clerk shall perform the duties of the chair in the event of the chair's and the vice-chair's temporary absences.
9. The School Board shall designate the duties of Clerk to a School District employee.

E. Individual Board Members

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

F. Superintendent

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



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- f) Make reports required by the commissioner;
- g) Attend all meetings of the School Board;
- h) Perform other duties prescribed by the School Board.

Legal References:

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

Cross References:

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

SCHOOL BOARD ACTION:

Adopted December 21, 1999
Revised August 17, 2010
Revised July 17, 2012
Revised April 16, 2019
Revised April 19, 2022

804 Information Security

I. Purpose

The purpose of this policy is to maintain an information security practice for the District.

II. General Statement of Policy

The District has a cybersecurity program which maintains appropriate levels of access to District information through technological systems and practices. Data security practices apply to all District employees and for all District operations and activities. Unauthorized access, use, transfer, distribution, compromise or change of District data by any employee, student, or any other individual, may result in disciplinary action, which may include a recommendation for termination and other legal action.

III. Requirement

In order to effectively implement this policy, the Superintendent, or designee, will:

1. Implement standards and procedures to effectively manage and provide necessary access to District data, while at the same time ensuring the confidentiality, integrity, and availability of the information. This policy relates to the use of and access to Fridley Public Schools' computing, network resources and data. All relevant elements in the District's Acceptable Use Policy and other related policies apply.
2. Maintain an information security program based on risk assessment that follows relevant best practices in the field of information security. This includes having developed a Fridley Incident Response Plan (FIRP) in the case it may be needed. Included in the FIRP will be procedures for the appropriate notification of individuals should the District experience a data incident.
3. Provide a structured and consistent process for employees, students and guardians to obtain necessary data access for conducting Fridley Public Schools operations.
4. Provide processes for evaluating and vetting software that interfaces with District data, including processes for evaluating third parties and their security practices.
5. The Director of Technology will assume the role of District Data Security Officer having responsibilities and authority to enforce the Information Security Policy and procedures.

IV. Scope

1. These security processes and procedures apply to information found in or converted to a digital format.
2. Security processes and procedures apply to all employees, contract workers, volunteers, and visitors to the Fridley Public Schools and all data used to conduct operations of the District.
3. Security processes and procedures apply to District data accessed from any location; internal, external, or remote.
4. Security processes and procedures apply to the transfer of any District data inside or outside the District for any purpose.

V. Guiding Principles

1. The Superintendent, or designee, shall determine appropriate access permissions.
2. Data users are granted data access privileges commensurate with their role and work responsibilities and are responsible for their actions while using these privileges. That is, all schools or other facilities are responsible for the District data they access, create, modify, and/or delete.
3. Any individual granted access to District data is responsible for the ethical use of that data. Access will be granted only in accordance with the authority delegated to the individual to conduct Fridley Public Schools functions.
4. It is the express responsibility of authorized users to safeguard the data they are entrusted with, their credentials, and comply with all aspects of this policy and additional related District policies and/or procedures.
5. These security measures apply to District data regardless of location. Users who transfer or transport District data “off-campus” for any reason must ensure that they are able to comply with appropriate data security measures prior to transporting or transferring the data.

Cross References:

Policy #515 – Protection and Privacy of Student Records

Policy #524 – Internet Acceptable Use Policy

Policy #806 – Crisis Management Policy

Legal References:

20 U.S.C. Sec. 1232g et. Seq. (Family Educational Rights and Privacy Act) Minn. Stat.

Ch. 13 (Minnesota Government Data Practices Act)

Approved:

Adopted as Policy 804 Information Security on April 19, 2022

524 INTERNET ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding user (student, staff, and community members) access to the school district computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables users to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATIONAL PURPOSE

The school district is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, professional or career development activities, and limited high-quality, self-discovery activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

IV. USE OF SYSTEM IS A PRIVILEGE

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one

or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

- A. While not an exhaustive list, the following uses of the school district system and Internet resources or accounts are considered unacceptable:
1. Users will not use the school district system to access, review, copy, upload, download, store, print, post, receive, transmit or distribute:
 - a. pornographic, obscene or sexually explicit material or other visual depictions that are harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, pornographic, obscene or sexually explicit language;
 - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - d. information or materials that could cause damage or danger of disruption to the educational process;
 - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
 2. Users will not use the school district system to knowingly or recklessly post, copy, transmit or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
 3. Users will not use the school district system to engage in any illegal act or violate any local, state or federal statute or law.
 4. Users will not use the school district system to vandalize, damage or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software or system performance by spreading computer viruses or by any other means, will not tamper with,

modify or change the school district system software, hardware or wiring or take any action to violate the school district's system's security, and will not use the school district system in such a way as to disrupt the use of the system by other users.

5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information or files without the implied or direct permission of that person.
6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.
 - a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).
 - b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:
 - 1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not be designated as directory information in accordance with Policy 515; or
 - 2) such information is not classified by the school district as directory information by written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

Users will not utilize the school district system to access, maintain, or post information to personal accounts on public social network sites. Definition: A social network site is a web-based service that allows users to construct a public or semi-public profile within an established system and navigate a list of other users with whom they share a connection within the system to form a virtual community. They include, but are not limited to, social networks such as “Facebook,” “Twitter,” “Instagram,” “Snapchat,” “TikTok,” “Reddit,” and similar websites or applications.

7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person’s account, or use computer accounts, access codes or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.
8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person’s property without the person’s prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.
9. Users will not use the school district system for conducting business, for unauthorized commercial purposes or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.
10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district’s Bullying Prohibition

Policy (Bullying Prohibition Policy 514). This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.

- B. The school district has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations may include, but are not limited to, serious or severe bullying or harassment targeting particular individuals, threats aimed at teachers or other students, failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities, and breaches of school security devices. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.
- C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a student user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

VI. SOCIAL MEDIA

The School Board recognizes the unique characteristics of online social media and/or networks. When social media is used in the classroom or for related school activities, teachers or the responsible District staff member(s) must ensure compliance with applicable terms of the media site and adhere to all relevant District policies and procedures.

Users should be aware that the unacceptable uses outlined in this policy as well as behavioral expectations identified in District policies apply to school-related social media use.

To ensure that there are student curriculum materials and structured learning experiences that address proper social media use and general internet safety, the Technology Director will work with media specialists and other staff members to create, modify, and continually review appropriate curriculum materials and learning experiences.

To assist employees with social media use and expectations, guidelines for employee use of online social media will be formulated from the Technology Department and attached to this policy as regulations.

VII. FILTER

A. With respect to any of its computers with Internet access, the School District will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:

1. Obscene;
2. Child pornography; or
3. Harmful to minors.

B. The term “harmful to minors” means any picture, video, image, graphic image file, or other visual depiction that:

1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

- C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
- D. An administrator, supervisor or other person authorized by the superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
- E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

VIII. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of the school district computer system and use of the Internet shall be consistent with school district policies and the mission of the school district.

IX. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.
- B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. Parents have the right at any time to investigate or review the contents of their child's files and e-mail files. Parents have the right to request the termination of their child's individual account at any time.
- E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files, e-mail files, and Internet browser history. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may

be subject to review, disclosure or discovery under Minn. Stat. Ch. 13 (the Minnesota Government Data Practices Act).

- F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.
- G. The confidentiality of electronic communications cannot be guaranteed. Electronic communication is appropriate for quick and uncomplicated messages where confidentiality is not a critical factor.

X. INTERNET USE AGREEMENT

- A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents and employees of the school district.
- B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.
- C. The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The Internet Use Agreement form for employees must be signed by the employee.

XI. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage or unavailability of data stored on school district hard drives or cloud servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

XII. USER NOTIFICATION

- A. All users shall be notified of the school district policies relating to Internet use.

- B. This notification shall include the following:
1. Notification that Internet use is subject to compliance with school district policies.
 2. Disclaimers limiting the school district's liability relative to:
 - a. Information stored on school district storage, hard drives or servers.
 - b. Information retrieved through school district computers, networks or online resources.
 - c. Personal property used to access school district computers, networks or online resources.
 - d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
 3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
 4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
 5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.
 6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by Policy 406, Public and Private Personnel Data, and Policy 515, Protection and Privacy of Student Records.
 7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.

8. Notification that all provisions of the acceptable use policy are subordinate to local, state and federal laws.

XIII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

- A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.
- B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:
 1. A copy of the user notification form provided to the student user.
 2. A description of parent/guardian responsibilities.
 3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.
 4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.
 5. A statement that the school district's acceptable use policy is available for parental review.

XIV. IMPLEMENTATION; POLICY REVIEW

- A. The school district administration may develop appropriate user notification forms, guidelines and procedures necessary to implement this policy for submission to the School Board for approval. Upon approval by the School Board, such guidelines, forms and procedures shall be an addendum to this policy.
- B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.



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- C. The school district Internet policies and procedures are available for review by all parents, guardians, staff and members of the community.
- D. Because of the rapid changes in the development of the Internet, the School Board shall conduct an annual review of this policy.

Legal References:

15 U.S.C. § 6501 *et seq.* (Children’s Online Privacy Protection Act)

17 U.S.C. § 101 *et seq.*

(Copyrights)

47 U.S.C. § 254 (Children’s Internet Protection Act of 2000 (CIPA))

47 C.F.R. § 54.520 (FCC rules implementing CIPA)

Minn. Stat. § 121 A.031 (School Student Bullying Policy)

Minn. Stat. § 125B.15 (Internet Access for Students)

Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)

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

United States v. American Library Association, 539 U.S. 194, 123 S.Ct. 2297, 56 L.Ed.2d 221 (2003)

Doninger v. Niehoff, 527 F. 3d 41 (2nd Cir. 2008)

R. S. v. Minnewaska Area Sch. Dist. No. 2149, No. 12-588, 2012 WL 3870868 (D. Minn. 2012)

Tatro v. Univ. of Minnesota, 800 N.W. 2d 811 (Minn. App. 2011), *aff’d* on other grounds 86 N.W. 509 (Minn. 2012)

S.J.W. v. Lee’s Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)

Kowalski v. Berkeley County Sch., 652 F.3d 656 (4th Cir. 2011)

Layshock v. Hermitage Sch. Dist., 650 F.3d 205 (3rd Cir. 2011)

Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)

M.T. v. Cent. York Sch. Dist., 937 A. 2d 538 (Pa. Commw. Ct. 2007)

J.S. v. Bethlehem Area Sch. Dist., 807 A.2d 847 (Pa. 2002)

Cross References:

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

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

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 515 (Protection and Privacy of Student Records)

MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)

MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)



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MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 806 (Crisis Management Policy)
MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

School Board Action:

Adopted June 18, 2002
Revised March 20, 2007
Revised July 15, 2008
Revised March 16, 2010
Revised March 20, 2012
Revised November 19, 2013
Revised July 18, 2017
Revised May 21, 2019
Revised April 19, 2022

Second Reading



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509 Enrollment of Non-Resident Students

I. PURPOSE

The School Board approves the participation of the school district in the Enrollment Options Program established by Minnesota state statute [124D.03](#). The purpose of this policy is to set forth the application and exclusion procedures used by the school district in making said determination of student application eligibility and approval or rejection of applications for enrollment as non-resident students.

II. GENERAL STATEMENT OF POLICY

It shall be the policy of the school district that student applications will be considered subject to the following requirements: eligibility determination, standards to be used for rejection of applications, standards that may not be used for rejection of applications, the application process, determination of exclusion recommendations, and school district termination of the enrollment of non-resident students. These requirements are described in this policy.

A. Eligibility

Applications for such student enrollment as non-residents will be approved, provided that acceptance of the application will not exceed the capacity of a program, excluding special education services; class; grade level; or school building as established by School Board resolution and provided that:

1. Space is available for the applicant under enrollment cap standards established by School Board policy or other directive; and
2. In considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a total number not less than either: (a) one percent of the total enrollment at each grade level in the school district or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with ~~Minnesota state statute- Stat. §~~ 124D.03.
3. The applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.

B. Class Size

~~Class sizes shall be determined so as to offer the best possible educational opportunity to students, yet so constituted as to assure maximum potential service from each staff member. Therefore the following shall apply:~~

~~1. Preferred Class Ranges:~~

Kindergarten	20-24
Grades 1-2	21-25
Grades 3-4	24-28
Grades 5-8	30-34
Grades 9-12	31-35

~~2. Maximum class size may be exceeded up to 10% where special or unusual conditions exist.~~

~~3. Except in large group activity type classes, such as band, choir, and physical education, the total number of students under any individual teacher's supervision shall not exceed 150 unless special or unusual conditions exist.~~

~~4. Classes shall not be offered when less than 15 students are enrolled in a class. Exceptions may be made by the principal for continuous program considerations or academic program improvement.~~

~~In the event of unforeseen circumstances and/or financial difficulties, the targeted numbers may be exceeded with School Board approval.~~

C.B. Standards that may be used for rejection of an application

In addition to the provisions of eligibility above, the school district may refuse to allow a student who was expelled under Minnesota state statute, ~~Stat. § 121A.45~~ to enroll during the term of the expulsion if the student was expelled for:

1. Possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, with the exception of a pocket knife with a blade less than two and one-half inches in length, at school or at a school function;
2. Possessing or using an illegal drug at school or at a school function;
3. Selling or soliciting the sale of a controlled substance while at school or at a school function;



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4. Committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.

D.C. Standards that may not be used for rejection of application

The school district may not use the following standards in determining whether to accept or reject an application for open enrollment;

1. Previous academic achievement of a student;
2. Athletic or extracurricular ability of a student;
3. Disabling conditions of a student;
4. A student's proficiency in the English language;
5. The student's district of residence except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program; or
6. Previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as referenced in Section F of this policy.

E.D. Application

The student and parent or guardian must complete and submit a School District Enrollment Options Program Application developed by the Minnesota Department of Education.

F.E. Lotteries

If a school district has more applications than available seats at a specific grade level, it must hold an impartial lottery following the January 15 deadline to determine which students will receive seats. Siblings of currently enrolled students, applications related to an approved integration and achievement plan, and children of the school district's staff must receive priority in the lottery. The process for the school district lottery must be established by School Board policy and posted on the school district's website.

G. Exclusion

1. Administrator's initial determination

If a school district administrator knows or has reason to believe that an applicant has engaged in conduct that has or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator will transmit the application to the superintendent with a recommendation of whether exclusion proceedings should be initiated.

2. Superintendent's review

The superintendent or his/her designee may make further inquiries. If the superintendent determines that the applicant should be admitted, the superintendent will notify the School Board chair and the applicant. If the superintendent determines that the applicant should be excluded, the superintendent or his/her designee will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis. If the applicant wishes to continue the application process, the superintendent is authorized to initiate the exclusion process under the Minnesota Pupil Fair Dismissal Act.

H. Termination of Enrollment

1. The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minnesota state statute 124D.03 or 124D.08 at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under Minnesota Ch. 260A state statute, and the student's case has been referred to juvenile court. A "habitual truant" is a child under 17 years of age who is absent from attendance at school without lawful excuse for seven days in a school year if the child is in elementary school or for one or more class periods on seven school days in a school year if the child is in middle school, junior high school or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days in a school year and has not lawfully withdrawn from school under Minnesota state statute 120A.22, Subd. 8.
2. The school district may also terminate the enrollment of a nonresident student over 17 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under Minnesota state statute 120A.22, Subd. 8.



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3. A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parents a written notice of the school district's belief that the student is not a resident of the school district. The notice shall include the facts upon which the belief is based and notice to the parents of their opportunity to provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.
 - I. Notwithstanding the requirement that an application must be approved by the board of the nonresident district, a student who has been enrolled in a district, who is identified as homeless, and whose parent or legal guardian moves to another district, or who is placed in foster care in another school district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.

Legal References:

Minn. Stat. § 120A.22, Subd. 3(e) (Residency Determined)
Minn. Stat. § 120A.22, Subd. 8 (Withdrawal from School)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District)
Minn. Stat. § 124D.68 (High School Graduation Incentives Program)
Minn. Ch. 260A (Truancy)
Minn. Stat. § 260C.007, Subd. 19 (Habitual Truant Defined)
Minn. Op. Atty. Gen. No. 169-f (August 13, 1986)
Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ., Co. No. A05-361, 2005
WL 3111963 (Minn. Ct. App. 2005) (unpublished)

Cross References:

MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 517 (Student Recruiting)
MSBA/ Service Manual, Chapter 5, Various Educational Programs

School Board Action:

Revised as Policy 8.100, 8.107 Fridley School District Policy
Revised as Policy 509 June 18, 2002
Revised as Policy 509 June 17, 2008
Revised August 16, 2011



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Revised March 12, 2013
Revised September 17, 2013
Revised June 21, 2016
Revised July 18, 2017

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First Reading



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

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

I. Purpose

The school district recognizes its responsibility in regard to the collection, maintenance and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes. The purpose of this policy is to establish requirements for the protection and privacy of student records.

II. General Statement of Policy

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of state and federal law. Copies of this policy may be obtained by parents and eligible students ~~at the office of the school principal or the superintendent~~ online.

III. Definitions

~~A. Authorized Representative~~

~~B.A.~~

"Authorized representative" means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

~~C.B.~~ "Biometric record," as referred to in "Personally Identifiable," means a record of one or more measurable biological or behavioral characteristics that can be used for ~~authorized-automated~~ recognition of an individual (e.g., fingerprints, retina and iris patterns, voice prints, DNA sequence, facial characteristics, and handwriting).

~~D.C.~~ "Dates of attendance," as referred to in Directory Information, means the period of time during which a student attends or attended a school or schools in the school district. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

~~E.D.~~ "Directory Information" means information contained in an education record of a student ~~which-that~~ would not generally be considered harmful or an invasion of privacy if disclosed. For purposes of this policy, directory information includes, but is not limited to: the student's name, date and place of birth, class designation

or grade level, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received, photograph, and the most recent previous educational agency or institution attended. Directory information does not include data which references religion, race, color, social position or nationality. Data collected from nonpublic school students, other than those who receive shared time educational services, shall not be designated as directory information unless written consent is given by the student's parent or guardian. Directory information does not include:

1. a student's social security number;
2. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identify such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;
3. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;
4. personally identifiable data which references religion, race, color, social position, or nationality; or
5. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

F.E. "Education Records"

1. "Education records" means those records ~~which~~that are: (1) ~~are~~ directly related to a student; and (2) ~~are~~ maintained by the school district or by a party acting for the school district.
2. The term "education records" does not include:
 - a. Records of instructional, supervisory and administrative personnel and educational personnel which:

- i. ~~are kept~~ in the sole possession of the maker of the record;
and
 - ii. used only as a personal memory aid;
 - ~~iii.~~ are not accessible or revealed to any other individual except a temporary substitute; and
 - ~~iii.~~ iv. are destroyed at the end of the school year.
- b. Records of a law enforcement unit of the school district, provided educational records maintained by the school district are not disclosed to the unit, and the law enforcement records are:
- i. maintained separately from education records;
 - ii. maintained solely for law enforcement purposes; and
 - iii. disclosed only to law enforcement officials of the same jurisdiction.
- c. Records relating to an individual, including a student, who is employed by the school district ~~which~~that:
- i. are made and maintained in the normal course of business;
 - ii. relate exclusively to the individual in that individual's capacity as an employee; and
 - iii. are not available for use for any other purpose.
- ~~However, these provisions shall not apply to~~ records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.
- d. Records relating to an eligible student, or a student attending an institution of post-secondary education, which are:
- i. made or maintained by a physician, psychiatrist, psychologist or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;

- ii. made, maintained, or used only in connection with the provision of treatment to the student; and
- iii. disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

e. Records ~~created or received by the school district that only contain information about an individual~~ after an individual ~~he or she~~ is no longer a student at the school district.

e.f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

G.F. "Eligible Student" means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

H.G. "Juvenile Justice System" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

I.H. "Legitimate Educational Interest" includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to:

1. Perform an administrative task required in the school or employee's contract or position description approved by the School Board;
2. Perform a supervisory or instructional task directly related to the student's education; ~~or~~
3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement or student financial aid.
4. Perform a task directly related to responding to a request for data.

J.I. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is

a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

K.J. “Personally identifiable” means that the data or information includes, but is not limited to: (a) a student’s name; (b) the name of the student’s parent or other family member; (c) the address of the student or student’s family; (d) a personal identifier such as the student’s social security number or student number or biometric record; (e) other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

L.K. Record

“Record” means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm and microfiche.

M.L. Responsible Authority

“Responsible authority” means superintendent or the superintendent’s designee. The school principal is the assigned designee as it relates to this policy.

N.M. Student

“Student” includes any individual who is or has been in attendance, enrolled or registered at the school district and regarding whom the school district maintains education records. Student also includes applicants for enrollment or registration at the school district, and individuals who receive shared time educational services from the school district.

O.N. School Official

“School official” includes:

1. a person duly elected to the School Board;
2. a person employed by the School Board in an administrative, supervisory, instructional or other professional position;

3. a person employed by the School Board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and
4. a person employed by, or under contract to, the School Board to perform a special task such as a secretary, a clerk, as public information officer or data practices compliance official, an attorney or an auditor for the period of his or her performance as an employee or contractor.

P.O. Summary Data

“Summary data” means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.

Q.P. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

IV. General Classification

State law provides that all data collected, created, received or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of federal law and the regulations promulgated thereunder.

V. Statement of Rights

A. Rights of Parents and Eligible Students

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student’s education records;
2. The right to request the amendment of the student’s education records to ensure that they are not inaccurate, misleading or otherwise in violation of the student’s privacy or other rights;

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;
4. The right to refuse release of names, addresses, and home telephone numbers of secondary students to military recruiting officers and post-secondary educational institutions;
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;
6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the superintendent's office, 6000 West Moore Lake Drive, Fridley, MN.

B. Eligible Students

All rights and protections given to parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student" However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the educational records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 C.F.R. § 99.31 (a).

C. ~~Disabled~~ Students With a Disability

The school district shall follow 34 C.F.R. §§ 300.610-300.617 with regard to the confidentiality-privacy, notice, access, record keeping and accuracy of information related to students with a disability.

VI. Disclosure of Education Records

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.

2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
 - a. a specification of the records to be disclosed;
 - b. the purpose or purposes of the disclosure;
 - c. the party or class of parties to whom the disclosure may be made;
 - d. the consequences of giving informed consent; and
 - e. if appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:
 - a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
 - b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.
4. A signed and dated written consent may include a record and signature in electronic form that:
 - a. identifies and authenticates a particular person as the source of the electronic consent; and
 - b. indicates such person's approval of the information contained in the electronic consent.
5. If the school district authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
 - a. in plain language;
 - b. dated;
 - c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data

subject;

- d. specific as to the nature of the information the subject is authorizing to be disclosed;
- e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
- f. specific as to the purpose or purposes for which the information may be used by any of the parties named in clause e above, both at the time of the disclosure and at any time in the future; and
- g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for
 - i. life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or
 - ii. medical assistance under Minn. Stat. Ch. 256B or Minnesota Care under Minn. Stat. Ch. 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Section V. of this policy.

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

- 1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;

2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:
 - a. performs an institutional service or function for which the school district would otherwise use employees;
 - b. is under the direct control of the school district with respect to the use and maintenance of education records; and
 - c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made.
3. To officials of other schools, ~~or~~ school districts, or post-secondary educational institutions in which the student seeks ~~or intends~~ to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice as described herein, suspension and expulsion information pursuant to the federal Every Student Succeeds Act, 20 U.S.C. § 7917 and district policy, and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota state statute 260B.171, unless the data are required to be destroyed under Minnesota state statute 120A.22 Subdivision 7(c) or Section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records ~~which that~~ have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with the Section XV. of this policy;
4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;
5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
 - a. determine eligibility for the aid;

- b. determine the amount of the aid;
- c. determine conditions for the aid; or
- d. enforce the terms and conditions of the aid.

“Financial aid” for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual’s attendance at an educational agency or institution;

- 6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
 - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system’s ability to effectively serve the student whose records are released; or
 - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system’s ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student’s full name, home address, telephone number, and date of birth; a student’s school schedule, attendance record, and photographs, if any; and parents’ names, home addresses, and telephone numbers;
- 7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating or administering predictive tests, administering student aid programs or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, ~~and~~ the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education

records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed.

For purposes of this provision, the term “organizations” includes, but is not limited to, federal, state and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five years.

8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with and ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 U.S.C. § 2332b(g)(5)(B), or an act of domestic or international terrorism as defined in 18 U.S.C. § 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding.. If the school district initiates legal action against a parent or student it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student’s education records that are relevant for the school district to defend itself.

11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from educational records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the educational records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;
12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the school district has designated as “directory information” pursuant to Section VII of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI of this policy;
15. To the parent of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students; or

18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
 - a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;
 - b. the existence of the following information about a student, not the actual data or other information contained in the student's educational record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student:
 - i. use of a controlled substance, alcohol, or tobacco;
 - ii. assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act;
 - iii. possession or use of weapons or look-alike weapons;
 - iv. theft; or
 - v. vandalism or other damage to property.

Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file.

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota state statute [section 260B.171, subdivision 3](#). The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individual need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian.

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota state statute [section 260B.171, subdivision 5](#). The principal must place the information in the student's educational record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff

member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The principal must delete the peace officer's record from the student's educational record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action.

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; ~~or:~~
22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 U.S.C. § 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;
2. Pursuant to a statute specifically authorizing access to the private data; or
3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

VII. Release of Directory Information

A. Classification

Directory information is public except as provided herein.

B. Former Students

Unless a former student affirmatively opted out of the release of directory information in his or her last year of attendance, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an “education record,” the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual’s attendance as a student (e.g., a student’s activities as an alumnus of the school district).

C. Present Students and Parents

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein. Prior to such disclosure the school district shall:

1. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:

- a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
 - b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and
 - c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.
2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district, in writing, that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI of this policy.
3. A parent or eligible student may not opt out of the directory information disclosures to:
- a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or
 - b. prevent the school district from requiring a student to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.
4. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student of the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;



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2. Home address;
3. School presently attended by student;
4. Parent's legal relationship to student, if applicable; and
5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

VIII. Disclosure of Private Records

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section VI of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request, the responsible authority shall determine if honoring the request to deny the

parent access would be in the best interest of the minor data subject. In making this determination, the responsible authority shall consider the following factors:

- a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
- b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
- c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
- d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and
- e. whether the data concerns medical, dental or other health services provided pursuant to Minn. Stat. §§ 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

IX. Disclosure of Confidential Records

A. Confidential Records

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to ~~Minnesota Stat. § 626.556~~ Chapter 260E, written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made

available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff or the local police department subject to the provisions of ~~Minnesota Statutes, Chapter 260E, 626.556, Subd. 11.~~

Regardless of whether a written report is made under ~~Minnesota Statutes Chapter 260E, § 626.556~~, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or ~~which~~ are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
2. A complainant has access to a statement he or she provided to the school district.
3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minn. Stat. § 13.393.
4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:
 - a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such



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investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;

- b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
- c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.

- 5. A “pending civil legal action” for purposes of this subdivision is defined as including, but not limited to, judicial, administrative or arbitration proceedings.

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

X. Disclosure of School Records Prior to Exclusion or Expulsion Hearing

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student’s parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §121A.40, *et seq.*

XI. Disclosure of Data to Military Recruitment Officers and Post-Secondary Educational Institutions

- A. The School District will release the names, addresses, and home telephone numbers of secondary students to military recruiting officers within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data to military recruiters pursuant to Paragraph C. below.
- B. Data released to military recruiting officers under this provision:
 - 1. may be used only for the purpose of providing information to students about military service, state and federal veterans’ education benefits, and other career and educational opportunities provided by the military; and

2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.

2-3. Copying fees shall not be imposed

C. A parent or eligible student has the right to refuse the release of the name, address, or home telephone number to military recruiting officers. To refuse the release of the above information to military recruiting officers, a parent or eligible student must notify the building principal in writing, by September 30th, each year. The written request must include the following information:

1. Name of student and parent, as appropriate;
2. Home address;
3. Student's grade level;
4. School presently attended by student;
5. Parent's legal relationship to student, if applicable;
6. Specific category or categories of information which are not to be released to military recruiters; and
7. Specific category or categories of information which are not to be released to the public, including military recruiters and post-secondary educational institutions.

D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of secondary students without prior consent.

E. A parent or eligible student's refusal to release the above information to military recruiting officers does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers. In order to make any directory information about a student private, the procedures contained in Section VII of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers.

XII. Limits on Redisclosure



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A. Redisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure Not Prohibited

1. Subdivision A. of this section does not preclude the school district from disclosing personally identifiable information under the DISCLOSURE OF EDUCATION RECORDS section of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:
 - a. The disclosures meet the requirements of the DISCLOSURE OF EDUCATION RECORDS section of this policy; and
 - b. The school district has complied with the record-keeping requirements of the RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING section of this policy.
2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student, or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 U.S.C. § 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to

court orders or lawfully issued subpoenas, disclosure of directory information under Section VII of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 C.F.R. § 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in § 99.31(a)(3), or a third party improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the educational agency or institution may not allow that third party access to personally identifiable information from education records for at least five years.

XIII. Responsible Authority, Record Security; and Record Keeping

A. Responsible Authority

~~The superintendent shall be responsible for the maintenance and security of student records and designates certain responsibilities to each school principal for student records. The responsible authority shall be responsible for the maintenance and security of student records.~~

B. Record Security

The principal of each school subject to the supervision and control of the superintendent shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The building principal shall submit to the superintendent a written plan for securing students records by September 1 of each school year. ~~The principal shall be responsible to implement the plan for record storage.~~ The written plan shall contain the following information:

1. A description of records maintained;
2. Titles and addresses of person(s) responsible for the security of student records;
3. Location of student records, by category, in the buildings;
4. Means of securing student records; and
5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record with the education records of the student ~~which~~that indicates:
 - a. the parties who have requested or received personally identifiable information from the education records of the student; ~~and~~
 - b. the legitimate interests these parties had in requesting or obtaining the information; ~~and~~
 - c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4 of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.

2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Paragraph B. of Section XII.B. of this policy, the record of disclosure required under this section shall also include:
 - a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district; and
 - b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information.
 - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 C.F.R. § 99.32 and to whom the school district disclosed information from an educational record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records

were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under ~~Paragraph B.1 of~~ Section VI.B1 of this policy, to requests for disclosures of directory information under Section VII of this policy, or to a party seeking or receiving the records as directed by a Federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18. U.S.C. § 232b(g)(5)(B) or an act of domestic or international terrorism.
4. The record of requests of disclosures may be inspected by:
 - a. the parent of the student or the eligible student;
 - b. the school official or his or her assistants who are responsible for the custody of the records; and
 - c. the parties authorized by law to audit the record-keeping procedures of the school district.
5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:
 - a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and
 - b. the parties to whom the school district disclosed the information.
6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. Right to Inspect and Review Education Records

A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

The school district shall permit the parent of a student, an eligible student or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Section VIII of this policy.

B. Response to Request for Access

The school district shall respond to any request of this section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Subdivision A. of this section includes:

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and
2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested, or make other arrangements for the parent or eligible student to inspect and review the requested records.
3. Nothing in this policy shall be construed as limiting the frequency of inspection of the educational records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the

parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:

- a. the cost of materials, including paper, used to provide the copies;
- b. the cost of the labor required to prepare the copies;
- c. any schedule of standard copying charges established by the school district in its normal course of operations;
- d. any special costs necessary to produce such copies from machine based record-keeping systems, including but not limited to computers and microfilm systems; and
- e. mailing costs.

2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and instead, the charge shall be no more than 25 cents for each page copied.

3. The cost of providing copies shall be borne by the parent or eligible student.
4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, would impair the parent or eligible student from exercising their right to inspect or review the student's education records.
5. The school district reserves the right to charge for copies such as transcripts it forwards to potential employers or post-secondary institutions for employment or admissions purposes. The fee for such copies and other copies forwarded to third parties with prior consent as a convenience will be the actual search/retrieval and copying costs, plus postage if that is involved.

XV. Request to Amend Records; Procedures to Challenge Data

A. Request to Amend Education Records

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading or violates the privacy rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.
2. The school district shall decide whether to amend the education records of the student in accordance with the request within a reasonable period of time after receiving the request.
3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

B. Right to a Hearing

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C. of this section.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.
2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.
3. Any statement placed in the education records of the student under Subdivision B. of this section shall:
 - a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and
 - b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place and time reasonably in advance of the hearing.
2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The School Board attorney shall be in attendance to present the School Board's position and advise the designated hearing officer on legal and evidentiary matters.

3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.
4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of the Minnesota state statute relating to contested cases.

XVI. Problems Accessing Data

A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

B. Data practices compliance officials

Type of Data Requested	Name	Position	Address	Fax Number
Human Resources and Personnel Data	Jennifer Claseman-Ike Isaacson	Director of Human Resources	6000 West Moore Lake Drive, Fridley, MN 55432	763-502-5045
Student Cumulative File & Student Disciplinary Records	Imina-Oftedah!Dr. Jason Bodey	Director of Educational Services Teaching & Learning	6000 West Moore Lake Drive, Fridley, MN 55432	763-502-5040
Student Special Education Records	Laura Seifert-Hertling	Director of Special Services	6000 West Moore Lake Drive, Fridley, MN 55432	763-502-5040

C. Any request by an individual with a disability for reasonable modifications of the school district’s policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. Complaints for Noncompliance with FERPA

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students shall be submitted in writing to the Family Policy Compliance Office,



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U.S. Department of Education, [Student Privacy Policy Office](#), 400 Maryland Avenue, S.W., Washington, D.C. 20202-~~4605~~[8520](#).

B. Content of Complaint

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation [of FERPA and the rules promulgated thereunder](#) has occurred.

XVIII. Waiver

A parent or eligible student may waive any of his or her rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

XIX. Annual Notification of Rights

A. Contents of Notice

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of state and federal law, and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing

education records to other school officials whom the school district has determined to have legitimate educational interests; and

6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll including suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

B. Notification to Parents of Students Having a Primary Home Language Other Than English

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

C. Notification to Parents or Eligible Students Who Are Disabled

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

XX. Destruction and Retention of Records

Destruction and retention of records by the school district shall be controlled by state and federal law.

XXI. Copies of Policy

Copies of this policy may be obtained by parents and eligible students at the superintendent's office ~~of the Superintendent~~.

Legal References:

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

[Minn. Stat. § 13.393 \(Attorneys\)](#)

Minn. Stat. Ch. 14 (Administrative Procedures Act)

Minn. Stat. § 120A.22 (Compulsory Instruction)

Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)

Minn. Stat. § 121A.75 (~~Sharing Disposition Order and Peace Officer Records~~ [Receipt of Records: Sharing](#))

Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)

Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)

[Minn. Stat. Ch. 256B \(Medical Assistance for Needy Persons\)](#)

[Minn. Stat. Ch. 256L \(MinnesotaCare\)](#)

Minn. Stat. § 260B.171, [s](#)Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)

[Minn. Stat. Ch. 260E \(Reporting of Maltreatment of Minors\)](#)



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- Minn. Stat. § 363A.42 (Public Records; Accessibility)
- ~~Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)~~
- Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
- 10 U.S.C. § 503(b) and (c) Enlistments: Recruiting Campaigns; compilation of Directory Information)
- 18 U.S.C. § 2331 (Definitions)
- 18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
- 20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
- 20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
- 20 U.S.C. § 7908 (Armed Forces Recruiting Information)
- 20 U.S.C § 7917 (Transfer of School Disciplinary Records)
- 25 U.S.C § 5304 (Definitions – Tribal Organization)
- 26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
- 42 U.S.C § 1711 *et seq.* (Child Nutrition Act)
- 42 U.S.C § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
- 34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
- 34 C.F.R. § 300.610-300.627 (Confidentiality of Information)

- 42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
- Gonzaga University v. Doe*, 536 U.S. 273, ~~122 S.Ct. 2268, 153 L.Ed. 2d~~ 309 (2002)

Cross References:

- MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
- MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
- MSBA/MASA Model Policy 506 (Student Discipline)
- MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
- MSBA/MASA Model Policy 520 (Student Surveys)
- MSBA/MASA Model Policy 711 (Videotaping on School Buses)
- MSBA/MASA Model Policy 722 (Public Data Requests)
- MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)
- MSBA ~~Service Manual, Chapter 13~~, School Law Bulletin “I” (School Records – Privacy – Access to Data)
- ~~Fridley Policy 515.1 Data Request Policy for Subjects of Data~~
- ~~Fridley Procedure 515.1P Data Request Policy for Subjects of Data Procedure~~
- ~~Fridley Form 515.1F Data Request Policy for Subjects of Data Form~~

School Board Action:

- Adopted as Policy 8.402 August 19, 1975
- Revised as Policies 8.000 and 8.402 April 18, 1978
- Revised as Policy 515 June 18, 2002
- Revised July 15, 2008
- Revised July 19, 2011
- Revised July 17, 2012
- Revised September 17, 2013



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Revised March 18, 2014
Revised February 16, 2016
Revised January 15, 2019

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First Reading



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530 Student Immunization Requirements

I. Purpose

The purpose of this policy is to require that all students receive the proper immunizations as mandated by Minnesota law to ensure the health and safety of all students.

II. General Statement of Policy

All students are required to provide proof of immunization, or appropriate documentation exempting the student from such immunization, and such other data necessary to ensure that the student is free from any communicable diseases, as a condition of enrollment.

III. Student Immunization Requirements

A. No student may be enrolled or remain enrolled, on a full-time, part-time, or shared-time basis, in any elementary or secondary school within the school district until the student or the student's parent/guardian has submitted to the school Health Office or designated school district administrator the required proof of immunization. Prior to the student's first date of attendance, the student or the student's parent/guardian shall provide to the designated school district administrator one of the following statements:

1. A statement, from a physician, advanced practice registered nurse, physician assistant, or a public clinic which provides immunizations (hereinafter "medical statement"), stating affirming that the student received the immunizations required by law, indicating the month, day and year each immunization was administered, consistent with medically acceptable standards; or
2. A medical statement, ~~from a physician or a public clinic which provides immunizations, stating affirming~~ that the student received the primary schedule of immunizations required by law and has commenced a schedule of the remaining required immunizations, indicating the month, day, and year each immunization was administered, consistent with medically acceptable standards. ~~(Upon request, the school Health Office or designated school district administrator will provide the schedule or immunizations required by law, to the parent/guardian of a student or an emancipated student.)~~

B. The statement of a parent or guardian of a student or an emancipated student may be substituted for the medical statement. If such a statement

is substituted, this statement must indicate the month and year each immunization was administered. Upon request, the designated school district administrator will provide information to the parent or guardian of a student or an emancipated student of the dosages required for each vaccine according to the age of the student.

B.C. The parent or/guardian of persons receiving instruction in a home school shall submit one of the statements set forth in Section III.A or III.B., above, or statement of immunization set forth in Section I.V., below, to the school Health Office, director of special services, or the superintendent of the school district by October 1 the first year of their home schooling in Minnesota and the grade 7 year.

C.D. When there is evidence of the presence of a communicable disease, or when required by state or federal law or agency, students and/or their parents/guardians may be required to submit other health care data as necessary to ensure that the student has received necessary immunizations and/or is free of any communicable diseases. No student may be enrolled or remain enrolled in any elementary or secondary school within the school district until the student or the student's parent/guardian has submitted the required data.

D.E. The school district may allow a student transferring into a school a maximum of 30 days to submit a statement as specified above. Students who do not provide the appropriate proof of immunization or exemption, within the specified time frames, shall be excluded from school until the appropriate proof of immunizations or exemption has been provided.

E.F. If a person who is not a Minnesota resident enrolls in a school district online learning course or program that delivers instruction to the person only by computer and does not provide any teacher or instructor contact time or require classroom attendance, the person is not subject to the immunization, statement, and other requirements of this policy.

IV. Exemptions from Student Immunization Requirements

Students will be exempt from the immunization requirements under the following circumstances:

A. The parent or /guardian of a minor student or an emancipated student submits a physician's signed medical statement stating affirming that the immunization of the student is contraindicated for medical reasons or that laboratory confirmation of the presence of adequate immunity exists; or

- B. The parent/guardian of a minor student or an emancipated student submits his/her notarized statement stating the student has not been immunized because of the conscientiously held beliefs of the parent, guardian or student.

V. ~~School~~ Notice of Immunization Requirements

- A. The school district will develop and implement a procedure to:
 1. Notify parents and students of the immunization and exemption requirements by use of a form approved by the Department of Health;
 2. Notify parents and students of the consequence for failure to provide required documentation regarding immunizations;
 3. Review student health records to determine whether the required information has been provided; and
 4. Make reasonable arrangements to send a student home when the immunization requirements have not been met and advise the student and/or the student's parent/ guardian of the conditions for re-enrollment.

B. The notice provided shall contain written information describing the exemptions from immunization as permitted by law. The notice shall be in a font size at least equal to the font size as the immunization requirements and on the same page as the immunization requirements.

VI. Immunization Records ~~for Students~~

- A. The school district will maintain a file containing the immunization records for each student in attendance at the school district for at least five years after the student attains the age of majority.
- B. Upon request, the school district may exchange immunization data with persons or agencies providing services on behalf of the student. Immunization data is private student data and disclosure of such data shall be governed by Policy 515 Protection and Privacy of Pupil Records.
- C. The school Health Office or the designated school district administrator will assist a student and/or the student's parent/guardian in the transfer of the student's immunization file to the student's new school within 30 days of the student's transfer.



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- D. Upon request of a public/private post-secondary educational institution, the school Health Office or designated school district administrator will assist in the transfer of the student's immunization file to the post-secondary educational institution.

VII. School District ReportsOther

Within 60 days of the commencement of each new school term, the school district will forward a report to the Commissioner of the Department of Children Education, Families and Learning stating the number of students attending each school in the school district, including the number of students receiving instruction in a home school, the number of students who have not been immunized, and the number of students who received an exemption. The school district also will forward a copy of all exemption statements received by the school district to the Commissioner of the Department of Health.

Legal References:

Minn. Stat. 13.32 (Educational Data)
Minn. Stat. 121A.15 (Health Standards; Immunizations; School Children)
Minn. Stat. 121A.17 (School Board Responsibilities)
Minn. Stat. 144.29 (Health Records; Children of School Age)
Minn. Stat. 144.3351 (Immunization Data)
Minn. Stat. 144.441 (Tuberculosis Screening in Schools)
Minn. Stat. 144.442 (Testing in Schools)
Minn. Rules Parts 4604.0100-4604.1020 (Immunization)
McCarthy v. Ozark Sch. Dist., 359 F.3d 1029 (8th Cir. 2004)
Op. Att'y Gen. 169-W (Jan.17, 1968)
Op. Att'y Gen. 169-W (July 23, 1980)

Cross References:

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

School Board Action:

Revised as Policy 8.108
Revised as Policy 8.201
Revised as Policy 530 June 18, 2002
Revised July 19, 2011
Revised August 21, 2012
Revised March 19, 2019

534 School Meals Policy

I. PURPOSE

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting lunch shaming or otherwise ostracizing the student. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for school meals as well as to maintain the financial integrity of the school nutrition program.

II. PAYMENT OF MEALS

- A. Fridley Public Schools utilizes student meal accounts and it is the parents or guardian's responsibility to keep adequate funds in the accounts. Parents or guardians can add money online via Infinite Campus Parent Portal. At the Elementary Schools, cash or check can be turned in to the student's teacher or at the school's main office. At the Middle School, cash or check can be turned in to the main office. At the High School, cash or check can be turned in to the Nutritional Services Department in the district office.
- B. If the school district receives school lunch aid under Minnesota Statutes section 124D.111, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance.
- C. A student with an outstanding meal charge debt will be allowed to purchase a meal if the student pays for the meal when it is received.
- D. A student who has been determined to be eligible for free and reduced-price lunch must always be served a reimbursable meal even if the student has an outstanding debt.
- E. Once a meal has been placed on a student's tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meals balance.
- F. If a student account has insufficient funds to pay for meals, the student will only be allowed to charge a standard reimbursable meal. Alternative meals will not be provided.



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- G. When a student has a negative account balance, the student will not be allowed to charge an ala carte or snack item.
- H. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.

III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

- A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero.
- B. Families will be notified of negative balance once the negative balance reaches \$-1.00. Families who are not receiving free or reduced priced meals will receive a low balance notification when the balance reaches \$6.00. Families will be notified by automated Campus Messenger emails and phone calls. The phone calls and emails are sent out weekly.
- C. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program, including, but not limited to, dumping meals, withdrawing a meal that has been served, announcing or listing students' names publicly, or affixing stickers, stamps, or pins.

IV. UNPAID MEAL CHARGES

- A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children.
- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- C. Negative balances of more than \$10.00, not paid prior to the end of the school year will be turned over to the superintendent or superintendent's designee for collection. The Nutritional Services Department may contact school administrators and Deans to assist in collecting unpaid meal balances. In some instances, the school district does use a collection agency to collect unpaid school meal debts after reasonable efforts first have been made by the school district to collect the debt. Collection options may include, but are not limited to, use of



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collection agencies, claims in the conciliation court, or any other legal method permitted by law.

- D. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
- E. The school district will not impose any other restriction prohibited under Minnesota Statutes section 123B.37 due to unpaid student meal balances. The school district will not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.

V. COMMUNICATION OF POLICY

- A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:
 - 1. All households at or before the start of each school year;
 - 2. Students and families who transfer into the school district, at the time of enrollment; and
 - 3. All school district personnel who are responsible for enforcing this policy.
- B. The school district will post this policy on the school district's website, or the website of the organization where the meal is served, in addition to providing the required written notification described above.

Legal References:

Minn. Stat. § 123B.37 (Prohibited Fees)
Minn. Stat. § 124D.111 (Lunch Aid; Food Service Accounting)
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

Cross References:

None



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School Board Action:

First Reading



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603 CURRICULUM DEVELOPMENT

I. PURPOSE

The purpose of this policy is to provide direction for continuous review and improvement of the school curriculum.

II. GENERAL STATEMENT OF POLICY

Curriculum development shall be directed toward the fulfillment of the goals and objectives of the education program of the school district.

III. RESPONSIBILITY

- A. The superintendent shall be responsible for establishing an ongoing process for educational program development, evaluation and improvement. Timelines shall be determined by the superintendent that will provide for periodic reviews of each curriculum area.
- B. The superintendent shall provide for the meaningful involvement of staff, parents, community residents and, to the extent appropriate, students in decision making regarding program development, evaluation and improvement.
- C. Within the ongoing process of curriculum development, the following needs shall be addressed:
 - 1. Provide for articulation of courses of study from kindergarten through grade twelve.
 - 2. Identify minimum objectives for each course and at each elementary grade level.
 - 3. Provide for continuing evaluation of programs for the purpose of attaining school district objectives.
 - 4. Provide a program for ongoing monitoring of student progress.
 - 5. Provide for specific, particular and special needs of all members of the student community.
 - 6. Develop a local literacy plan to have every child reading at or above grade level no later than the end of grade 3, including English learners, and teachers providing comprehensive, scientifically based reading instruction consistent with law.



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7. Integrate required and elective course standards in the scope and sequence of the district curriculum.
 8. Meet all state and federal requirements, as well as the requirements of the Minnesota Department of Education.
- D. Students who do not meet or exceed Minnesota academic standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of ~~Minn. Stat. §Minnesota Statutes section~~ 120A.20, Subd. 1(c). A student's plan under this section shall continue while the student is enrolled.
- E. The superintendent shall be responsible for keeping the School Board informed of all state and federal mandated curriculum changes, as well as recommended discretionary changes and for periodically presenting recommended modifications for School Board review and approval.
- F. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to curriculum development.

Legal References:

Minn. Stat. § 120B.10 (Findings; Improving Instruction and Curriculum)
Minn. Stat. § 120B.11 (School District Process)
Minn. Stat. § 120B.12 (Reading Proficiently ~~No~~ Later than the End of Grade 3)
Minn. Stat. § 120B.125(f) (Planning for Students' Successful Transition to Postsecondary Education and Employment)
Minn. Rules Part 3500.0550 (Inclusive Educational Program)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts ~~3501.0800-3501.0815~~3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
~~Minn. Rules Parts 3501.1000-3501.1190 (Graduation Required Assessment for Diploma)~~
~~(repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)~~
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References:

MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 605 (Alternative Programs)
MSBA/MASA Model Policy 613 (Graduation Requirements)



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MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)

MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEP, Section 504 Plans, and LEP Students)

MSBA/MASA Model Policy 616 (School District System Accountability)

~~MSBA/MASA Model Policy 617 (School District Insurance of Preparatory and High School Standards)~~

MSBA/MASA Model Policy 618 (Assessment of Student Achievement)

MSBA/MASA Model Policy 619 (Staff Development for Standards)

MSBA/MASA Model Policy 620 (Credit for Learning)

MSBA/MASA Model Policy 623 (Mandatory Summer School Instruction)

School Board Action

Adopted as Policy 603 December 18, 2007, Incorporates Policies 9.101, 9.102, 9.140

Revised June 19, 2012

Revised July 18, 2017

Revised December 17, 2019

Revised April 19, 2022

Single Reading-Review



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604 INSTRUCTIONAL CURRICULUM

I. PURPOSE

The purpose of this policy is to provide for the development of course offerings for students.

II. GENERAL STATEMENT OF POLICY

- A. Instruction must be provided in at least the following subject areas:
1. Language arts and basic communication skills including reading and writing, literature, and fine arts;
 2. Mathematics and science;
 3. Social studies, including history, geography, economics, government, and citizenship;
 4. Health and physical education;
 5. The arts;
 6. Career and technical education; and
 7. World languages.
- B. The basic instructional program shall include all courses required for each grade level by the Minnesota Department of Education (MDE) and all courses required in all elective subject areas. The instructional approach will be nonsexist and multicultural.
- C. Elementary and middle schools shall offer at least three, and require at least two, of the following four art areas: dance, music, theater, and visual arts. High schools shall offer at least three, and require at least one, of the following five art areas: media arts, dance, music, theater, and visual arts.
- D. The School District, at its discretion, may offer additional courses in the instructional program at any grade level.
- E. Each instructional program shall be planned for optimal benefit taking into consideration the financial condition of the school district and other relevant

factors. Each program plan should contain goals and objectives, materials, minimum student competency levels, and methods for student evaluation.

- F. The superintendent shall have discretionary authority to develop guidelines and directives to implement School Board policy relating to instructional curriculum.
- G. The school district will provide onetime cardiopulmonary resuscitation (CPR) and automatic external defibrillator (AED) instruction as part of its grade 7 to 12 curriculum ~~for all students in that grade beginning in the 2014-2015 school year and later.~~
1. In the school district's discretion, training and instruction may result in CPR certification.
 2. CPR and AED instruction must include CPR and AED training that have been developed:
 - a. by the American Heart Association or the American Red Cross and incorporate psychomotor skills to support the instruction; or
 - b. using nationally recognized, evidence-based guidelines for CPR and incorporate psychomotor skills to support the instruction. "Psychomotor skills" means hands-on practice to support cognitive learning; it does not mean cognitive-only instruction and training.
 3. The school district may use community members such as emergency medical technicians, paramedics, police officers, firefighters, and representatives of the Minnesota Resuscitation Consortium, the American Heart Association, or the American Red Cross, among others, to provide instruction and training.
 4. A school administrator may waive this curriculum requirement for a high school transfer student regardless of whether or not the student previously received instruction under this section, an enrolled student absent on the day the instruction occurred under this section, or an eligible student who has a disability.
- H. The school district shall assist all students by no later than grade 9 to explore their educational college and career interests, aptitudes, and aspirations and develop a plan for a smooth and successful transition to postsecondary education or employment. All students' plans must:
1. provide a comprehensive plan to prepare for and complete career and college-ready curriculum by meeting state and local academic standards

and developing career and employment-related skills such as teamwork, collaboration, creativity, communication, critical thinking, and good work habits;

2. emphasize academic rigor and high expectations and inform the student and the student's parent or guardian, if the student is a minor, of the student's achievement level score on the Minnesota Comprehensive Assessments that are administered during high school;
3. help students identify interests, aptitudes, aspirations, and personal learning styles that may affect their career and college-ready goals and postsecondary education and employment choices;
4. set appropriate career and college-ready goals with timelines that identify effective means for achieving those goals;
5. help students access education and career options;
6. integrate strong academic content into career-focused courses and applied and experiential learning opportunities and integrate relevant career-focused courses and applied and experiential learning opportunities into strong academic content;
7. help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarship;
8. help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students' transitions to postsecondary education and employment and provide students with applied and experiential learning opportunities; and
9. be reviewed and revised at least annually by the student, the student's parent or guardian, and the school district to ensure that the student's course-taking schedule keeps the student making adequate progress to meet state and local academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial coursework.

The school district may develop grade-level curricula or provide instruction that introduces

students to various careers, but must not require any curriculum, instruction, or employment-related activity that obligates an elementary or secondary student to involuntarily select or pursue a career, career interest, employment goals, or related job training.

Educators must possess the knowledge and skills to effectively teach all English learners in their classrooms. School districts must provide appropriate curriculum, targeted materials, professional development opportunities for educators, and sufficient resources to enable English learners to become career and college-ready.

When assisting students in developing a plan for a smooth and successful transition to postsecondary education and employment, school districts must recognize the unique possibilities of each student and ensure that the contents of each student's plan reflect the student's unique talents, skills, and abilities as the student grows, develops, and learns.

If a student with a disability has an Individualized Education Program (IEP) or standardized written plan that meets the plan components herein, the IEP satisfies the requirement, and no additional transition plan is needed.

- I. A student enrolled in a public school, beginning with students enrolled in Grade 9 in 2017-18, must correctly answer at least 30 of 50 civics test questions. A school or district may record on a student's transcript that the student answered at least 30 of 50 civics test questions correctly.
 1. "Civics test questions" means 50 of the 100 questions that, as of January 1, 2015, United States Ceitizenship and Immigration services officers use to select the questions they pose to applicants for naturalization so the applicants can demonstrate their knowledge and understanding of the fundamentals of United States history and government, as required by federal law. The Learning Law and Democracy Foundation, in consultation with Minnesota civics teachers, must select by July 1 each year 50 of the 100 questions under this paragraph to serve as the state's civics test questions for the proximate school year and immediately transmit the 50 selected civics test questions to MDE and to the Legislative Coordinating Commission, which must post the 50 questions it receives on the Minnesota's Legacy website by August 1 of that year.
 2. ~~A school or district~~The school district may exempt a student with disabilities from this requirement if the student's IEP team determines the requirement is inappropriate and establishes an alternative requirement.
 3. ~~A school or district~~The school district may administer the civics test questions in a language other than English to students who qualify for English learner services.



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4. ~~Schools and~~The school districts may administer civics test questions as part of the social studies curriculum.
5. The school~~A~~ district must not prevent a student from graduating or deny a student a high school diploma for failing to correctly answer at least 30 of 50 civics test questions.
6. The school district cannot charge a fee related to this requirement.

Legal References:

Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.022 (Elective Standards)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; ~~Involuntary Career Tracking Prohibited~~Personal Learning Plans)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 120B.236 (Cardiopulmonary) Resuscitation and Automatic External Defibrillator Instruction)

Cross References:

MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 605 (Alternative Programs)

School Board Action:

Adopted as Policy December 18, 2007 (Incorporates Policies 9.105, 9.106, 9.124, 9.125, 9.131, 9.132, 9.133, 9.135)
Revised July 15, 2008
Revised February 15, 2011
Revised July 17, 2012
Revised February 18, 2014
Revised April 18, 2017
Revised July 18, 2017
Revised November 19, 2019
Revised April 19, 2022



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605 ALTERNATIVE ~~PROGRAMS~~EDUCATIONAL SERVICES

I. PURPOSE

The purpose of this policy is to recognize the need for alternative educational services ~~programs~~ for some school district students.

II. GENERAL STATEMENT OF POLICY

The School Board recognizes the importance of alternative ~~program options~~educational services for some students. Circumstances may be such that some students are put at risk of being able to continue or to complete their education programs. It is the policy of the school ~~board-district~~ that options shall be made available for some students to select educational alternatives that will enhance their opportunity to complete their education programs, recognizing that some students may become successful learners if given an opportunity to learn in a different environment and through a different learning style.

III. RESPONSIBILITY

A. Any student who is 17 years old who seeks to withdraw from school, and the student's parent or guardian must attend a meeting with school personnel to discuss the educational opportunities available to the student, including alternative educational opportunities and sign a written election to withdraw from school.

B. It shall be the responsibility of the superintendent to identify alternative ~~educational program~~ opportunities to be made available to students who may be at risk, to recommend such alternative programs to the School Board for approval, and to familiarize students and parents with the availability of such alternative ~~programs~~educational services. The superintendent shall, through cooperative efforts with other schools, agencies and organizations, periodically recommend additional or modified alternative educational ~~programs-services~~ to the school board.

CB. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to alternative programs.

Legal References: Minn. Stat. § 120A.22, Subd. 8 (Compulsory Instruction)
Minn. Stat. § 121A.41, Subd. 11 (Definitions – Alternative Educational Services)
Minn. Stat. § 121A.45, Subd. 1 (Grounds for Dismissal)
Minn. Stat. § 123A.06 (Center Programs and Services)
Minn. Stat. § 124D.66 (Assurance of Mastery Programs)
Minn. Stat. § 124D.68 (Graduation Incentives Programs)



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Minn. Stat. § 124D.74 (American Indian Language and Cultural Educational Programs)

Minn. Stat. § 125A.50 (Alternative Delivery of Specialized Instructional Services)

Cross References: MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)

School Board Action:

Revised as Policy 605 December 18, 2007

Incorporates Policies 9.134, 9.148, 9.412

Revised April 19, 2022

Single Reading-Review



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606 Textbooks And Instructional Materials

I. Purpose

The purpose of this policy is to provide guidance for selection of textbooks and instructional materials, and the study of controversial issues.

II. General Statement of Policy

The School Board recognizes that selection of textbooks and instructional materials is a vital component of the district's curriculum. The School Board also recognizes that it has the authority and responsibility to make final decisions regarding the selection of textbooks and instructional materials, and the study of controversial issues.

III. Responsibility of Selection

A. While the School Board retains its authority to make final decisions, it also recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in such decisions. Accordingly, the School Board delegates to the superintendent the responsibility to direct the professional staff in formulating recommendations to the School Board regarding the selection of textbooks and instructional materials, and the study of controversial issues.

B. In reviewing textbooks and instructional materials during the selection process, the professional staff shall select materials ~~which~~that:

1. support the goals and objectives of the education programs;
2. consider the needs, age, and maturity of students;
3. foster respect and appreciation for cultural diversity and varied opinion;
4. fit within the constraints of the school district budget;
5. are in the English language. Another language may be used, pursuant to Minnesota state statute.
6. permit grade-level instruction for students to read and study America's founding documents, including documents that contributed to the foundation or maintenance of America's representative form of limited government, the Bill of Rights, our free-market economic system, and patriotism; and

7. do not censor or restrain instruction in American or Minnesota state history or heritage based on religious references in original source documents, writings, speeches, proclamations, or records.
- C. The superintendent shall be responsible for developing procedures and guidelines to establish an orderly process for the review and recommendation of textbooks and other instructional materials by the professional staff. Such procedures and guidelines shall provide opportunity for input and consideration of the views of students, parents, and other interested members of the school district community. This procedure shall be coordinated with the school district's curriculum development effort and may utilize advisory committees.

IV. Selection of Textbooks and Other Instructional Materials

- A. The superintendent shall be responsible for keeping the School Board informed of progress on the part of staff and others involved in the textbook and other instructional materials review and selection process.
- B. The superintendent shall present a recommendation to the School Board on the selection of textbooks and other instructional materials after completion of the review process as outlined in this policy.

V. Reconsideration of Textbooks or Other Instructional Materials

- A. The School Board recognizes differences of opinion on the part of some members of the school district community relating to certain areas of the instruction program. Interested persons may request an opportunity to review materials and submit a written request for reconsideration of the use of certain textbooks or instructional materials.
- B. The superintendent shall be responsible for the development of guidelines and procedures to identify the steps to be followed to seek reconsideration of textbooks or other instructional materials.

Legal References: Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction – Curriculum Knowledge and Skills)
Minn. Stat. § 120B.235 (American Heritage Education)
Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09, Subd. 8 (School Board Responsibilities)
Minn. Stat. § 124D.59-124D.61 (Limited English Proficiency Education for English Learners Act)



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Minn. Stat. § 127A.10 (State Officials and School Board Members to be Disinterested; Penalty)

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

Pratt v. Independent Sch. Dist. No. 831, 670 F.2d 771 (8th Cir. 1982)

Cross References: MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)

School Board Action:

Adopted as Policy 9.136 February 16, 1999

Adopted as Policy 9.138 February 16, 1999

Adopted as Policy 9.139 February 16, 1999

Adopted as Policy 9.140 February 16, 1999

Revised as Policy 606 June 17, 2008

Revised December 17, 2019

Revised April 19, 2022

Single Reading - Review



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608 INSTRUCTIONAL SERVICES – SPECIAL EDUCATION

I. PURPOSE

The purpose of this policy is to set forth the position of the School Board on the need to provide special educational services to some students in the school district.

II. GENERAL STATEMENT OF POLICY

The School Board recognizes that some students need special education and further recognizes the importance of providing a free appropriate public education and delivery system for students in need of special education.

III. RESPONSIBILITIES

- A. The School Board accepts its responsibility to identify, evaluate, and provide special education and related services for children who are properly the responsibility of the school district and who meet the criteria to qualify for special education and related services as set forth in Minnesota and federal law.
- B. The school district shall ensure that all qualified children with a disability are provided the special education and related services that which are appropriate to their educational needs.
- C. When such services require or result from interagency cooperation, the school district shall participate in such interagency activities in compliance with applicable federal and state law.

Legal References: Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 125A.02 (Definition of Child with a Disability)
Minn. Stat. §§ 125A.027, 125A.03, 125A.08, 125A.15, and 125A.29 (District Obligations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 508 (Extended School Year for Certain Students with Individualized Education Programs)
MSBA/MASA Model Policy 509 (Enrollment of Nonresident Students)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

School Board Action:



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Adopted as Policy 8.601 February 18, 1992

Revised as Policy 608 January 15, 2008

Revised August 16, 2016

Revised January 21, 2020

Revised April 19, 2022

Single Reading-Review

609 RELIGION

I. Purpose

The purpose of this policy is to identify the status of religion as it pertains to the programs of the school district.

II. General Statement of Policy

- A. The school district shall neither promote nor disparage any religious belief or non-belief. Instead, the school district encourages all students and employees to have appreciation for and tolerance of each other's views.
- B. The school district also recognizes that religion has had and is having a significant role in the social, cultural, political, and historical development of civilization.
- C. The school district recognizes that one of its educational objectives is to increase its students' knowledge and appreciation of music art, drama, and literature which may have had a religious basis or origin as well as secular importance.
- D. The school district supports the inclusion of religious music, art, drama, and literature in the curriculum and in school activities provided it is intrinsic to the learning experience and is presented in an objective manner without sectarian indoctrination.
- E. The historical and contemporary values and the origin of various religions, holidays, customs and beliefs may be explained in an unbiased and nonsectarian manner.

III. Responsibility

- A. The superintendent shall be responsible for ensuring that the study of religious materials, customs, beliefs and holidays in the school district is in keeping with the following guidelines:
 - 1. The proposed activity must have a secular purpose.
 - 2. The primary objective of the activity must be one that neither advances nor inhibits religion.
 - 3. The activity must not foster excessive governmental relationships with religion.
 - 4. The study of religious content shall be in support of learner outcomes for a course of study.

5. Notwithstanding the foregoing guidelines, reasonable efforts ~~will~~ must be made to accommodate any student who wishes to be excused from ~~attendance at school for the purpose of religious instruction or a curricular activity for a religious observance, or of religious holidays~~ The school district must provide annual notice to parents of this policy.

- A. The superintendent is granted authority to develop and present for school board review and approval directives and guidelines for the purpose of providing further guidance relative to the teaching of materials related to religion. Approved directives and guidelines shall be attached as an addendum to this policy.

Legal References:

U. S. Const., amend. I

Minn. Stat. § 120A.22, Subd. 12(3) (Compulsory Instruction)

Minn. Stat. § 120A.35 (Absence From School ~~F~~for Religious Observance)

Minn. Stat. § 121A.10 (Moment of Silence)

Good News Club v. Milford Central School, 533 U.S. 98, 121 S.Ct. 2093, 150 L.Ed.2d 151 (2001)

Santa Fe Indep. Sch. Dist. v. Doe, 530 U.S. 290, 120 S.Ct. 2266 (2000)

Tangipahoa Parish Bd. of Educ. v. Freiler, 530 U.S. 1251, 120 S.Ct. 2706 (2000)

Lemon v. Kurtzman, 403 U.S.602, 91 S.Ct. 2105, 29 L.Ed.2d 745 (1971)

Child Evangelism Fellowship v. Minneapolis Special Sch. Dist. No. 1, 690 F. 3d 996 (8th Cir. 2012)

Wigg v. Sioux Falls Sch. Dist., 382 F.3d 807 (8th Cir. 2004)

Doe v. School Dist. of City of Norfolk, 340 F.3d 605 (8th Cir. 2003)

Stark v. Independent Sch. Dist. No. 640, 123 F.3d 1068 (8th Cir. 1997)

Florey v. Sioux Falls Sch. Dist. 49-5, 619 F.2d 1311 (8th Cir. 1980)

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

Child Evangelism Fellowship v. Elk River Area Sch. Dist. No. 728, 599 F.Supp.2d 1136 (D. Minn. 2009)

LeVake v. Independent Sch. Dist. No. 656, 625 N.W.2d 502 (Minn. App. 2001)

Minn. Op. Atty. Gen. 169-J (Feb. 14, 1968)

Minn. Op. Atty. Gen. 169-K (Oct. 21, 1949)

Minn. Op. Atty. Gen. 63 (1940)

Minn. Op. Atty. Gen. 120 (1924)

Minn. Op. Atty. Gen. 121 (1924)

Cross References:

MSBA/MASA Model Policy 801 (Equal Access to School Facilities)

School Board Action:

Adopted as Policy 9.137 February 16, 1999

Revised as Policy 609 December 20, 2005

Revised June 19, 2012

Revised April 19, 2022

611 HOME SCHOOLING

I. Purpose

The purpose of this policy is to recognize and provide guidelines in accordance with state law for parents who wish to have their children receive education in a home school that is an alternative to an accredited public or private school.

II. General Statement of Policy

The Compulsory Attendance Law (~~Minn. Stat. §~~[Minnesota Statutes section 120A.22](#)) provides that the parent or guardian of a child is primarily responsible for assuring that the child acquires knowledge and skills that are essential for effective citizenship. (~~Minn. Stat. § 120A.22, Subd. 1~~)

III. Conditions for Home Schooling

The person in charge of a home school and the school district must provide instruction and meet the requirements specified in ~~Minn. Stat. §~~[Minnesota Statutes section 120A.22](#).

IV. Immunization

The parent or guardian of a home-schooled child shall submit statements as required by ~~Minn. Stat. §~~[Minnesota Statutes section 121A.15](#), Subds. 1, 2, 3, 4, and 12, on the appropriate Minnesota Department of Education form, to the superintendent of the school district in which the child resides by October 1 of the first year of home schooling in Minnesota and the grade 7 year. (~~Minn. Stat. § 121A.15, Subd. 8~~)

V. Textbooks, Instructional Material, Standard Tests

Upon formal request, as required by law, the school district will provide textbooks (including a teacher's edition, guide, or other materials that accompany a textbook when the edition, guide, or materials are packaged physically or electronically with textbooks for student use), individualized instructional or cooperative learning materials (including teacher materials that accompany pupil materials), software or other educational technology, and standardized tests and loan or provide them for use by a home-schooled child as provided ~~in Minn. Stat. § 123B.42 and Minn. Rules Ch. 3540~~[under state law](#). The school district is not required to expend any amount for this purpose that exceeds the amount it receives pursuant to ~~Minn. Stat. §§ 123B.40-123B.48~~[state law](#) for this purpose. If curriculum has both physical and electronic components, the school district will, at the request of the student or the student's parent or guardian, make the electronic component accessible to a resident student provided that the school district does not incur more than an incidental cost as a result of providing access electronically.



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VI. Pupil Support Services

Upon formal request, as required by law, the school district will provide pupil support services in the form of health services and counseling and guidance services to a home-schooled child as provided by ~~Minn. Stat. § 123B.44 and Minn. Rules Ch. 3540~~ under state law. The school district is not required to expend an amount for any of these purposes that exceeds the amount it receives pursuant to ~~Minn. Stat. §§ 123B.40–123B.48 for any of these purposes~~ state law.

VII. Extracurricular Activities

Resident pupils who receive instruction in a home school (in which five or fewer students receive instruction) may fully participate in extracurricular activities of the school district on the same basis as other public school students. (~~Minn. Stat. §§ 123B.36, Subd. 1, and 123B.49, Subd. 4~~)

VIII. Shared Time Programs

Enrollment in class offerings of the school district.

- A. A home-schooled child who is a resident of the school district may enroll in classes in the school district as a shared time pupil on the same basis as other nonpublic school students. The provisions of this policy shall not be determinative of whether the school district allows the enrollment of any pupils on a shared-time basis.
- B. The school district may limit enrollment of shared-time pupils in such classes based on the capacity of a program, class, grade level, or school building. The school board and administration retain sole discretion and control over scheduling of all classes and assignment of shared time pupils to classes.

IX. Optional Cooperative Arrangements

A. Activities

- 1. Minnesota State High School League-sponsored activities (in which six or more students receive instruction in the home school or the home school students are not residents of the school district).

A home school that is a member of the Minnesota State High School League may request that the school district enter into a cooperative sponsorship arrangement as provided in Minnesota State High School League ~~Bylaw 403.00~~ bylaws. The approval of such an arrangement shall be at the discretion of the school board.



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- a. The home school must become a member of the Minnesota State High School League in accordance with the rules of the Minnesota State High School League.
 - b. The home school is solely responsible for any costs or fees associated with its application for and/or subsequent membership in the Minnesota State High School League.
 - c. The home school is responsible for any and all costs associated with its participation in a cooperative sponsorship arrangement as well as any school district activity fees associated with the Minnesota State High School League activity.
2. Non-Minnesota State High School League activities in which six or more students receive instruction in the home school.

A home-schooled child may participate in non-Minnesota State High School League activities offered by the school district upon application and approval from the school board to participate in the activity and the payment of any activity fees associated with the activity. However, home school students may not be charged higher activity fees than other public school students. An approval shall be granted at the discretion of the school board.

B. Transportation Services

1. The school district may provide nonpublic nonregular transportation services to a home-schooled child.
2. The school board of the school district retains sole discretion and control and management of scheduling routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, and any other matter relating to the provision of transportation services.

Legal References:

Minn. Stat. § 120A.22 (Compulsory Instruction)

Minn. Stat. § 120A.24 (Reporting)

Minn. Stat. § 120A.26 (Enforcement and Prosecution)

Minn. Stat. § 121A.15 (Health Standards; Immunizations; School Children)

Minn. Stat. § 123B.36 (~~School Boards May Require~~ Authorized Fees)

Minn. Stat. § 123B.41 (Definitions)

Minn. Stat. § 123B.42 (Textbooks; ~~Individual Instruction~~ or Cooperative Learning Material; ~~Standard Tests~~)

Minn. Stat. § 123B.44 (Provision of Pupil Support Services)

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



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Minn. Stat. § 123B.86 (Equal Treatment - Transportation)

Minn. Stat. § 123B.92 (Transportation Aid Entitlement)

Minn. Stat. § 124D.03 (Enrollment Options Program)

Minn. Rules Ch. 3540 (~~Textbooks, Individualized Instruction Materials, Standardized Tests~~Nonpublic Schools)

Cross References:

MSBA/MASA Model Policy 509 (Enrollment of Nonresident Students)

MSBA/MASA Model Policy 510 (School Activities)

School Board Action:

Adopted as Policy 611 on January 21, 2020

Revised April 19, 2022

Single Reading-Review

613 GRADUATION REQUIREMENTS

I. PURPOSE

The purpose of this policy is to set forth requirements for graduation from Fridley Public Schools.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school district that all students must meet all state mandated requirements and must satisfactorily complete, as determined by the school district, all course credit requirements and graduation standards, as established by the School Board in order to graduate and to participate in the commencement ceremony.

III. DEFINITIONS

- A. “Academic standard” means: (1) a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, or the arts, or (2) a locally adopted expectation for student learning in health, the arts, career and technical education, or world languages.
- B. “Credit” is equivalent to a student’s successful completion of an academic year of study or a student’s mastery of the applicable subject matter, as determined by the school district.
- C. “Section 504 Accommodation” means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.
- D. “Individualized Education Program,” or “IEP,” means a written statement developed for a student eligible by law for special education and services.
- E. “English learners” or “EL” student means an individual whose first language is not English and whose test performance may be negatively impacted by lack of English language proficiency.

IV. DISTRICT ASSESSMENT COORDINATOR

The Director of Teaching & Learning shall be named the District Assessment Coordinator. Said person shall be in charge of all test procedures and shall bring recommendations to the School Board annually for approval.



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V. GRADUATION ASSESSMENT REQUIREMENTS

- A. All students must complete state mandated graduation requirements and local credit requirements determined by the school district.
- B. All students must satisfactorily complete the required Minnesota Academic Standards, or have met the requirements of an IEP, a Section 504 accommodation plan, or alternative learning center.

VI. GRADUATION REQUIREMENTS

- A. Students must successfully complete, as determined by the school district, a total of 27 credits, including the following high school level course credits for graduation:
 - 1. Language arts: 4 credits;
 - 2. Mathematics: 3 credits, encompassing at least algebra, geometry, statistics and probability sufficient to satisfy the academic standard. Students must satisfactorily complete an algebra II credit or its equivalent;
 - 3. Science: 3 credits, including at least 1 credit each in biology, chemistry and physics;
 - 4. Social Studies/Humanities: 3.5 credits, encompassing at least United States history, geography, government and citizenship, world history, and economics,
 - 5. Students must complete a .5 credit in each of the following areas during both their ninth and tenth grade years:
 - The Arts: 1 credit total;
 - Physical Education/Health: 1.5 credits total ;
 - Technology: 1 credit total;
 - World Language: 1.5 credits total;
 - 6. Elective Courses: A minimum of 8.5 credits;
- B. A career and technical education credit may fulfill an arts credit requirement if the credit satisfies state or local academic standards in the arts.



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VII. GRADUATION STANDARDS REQUIREMENTS

A. All students must demonstrate their understanding of the following academic standards:

1. School District Standards, Health (K-12);
2. School District Standards, Career and Technical Education (K-12); and
3. School District Standards, World Languages (K-12).

B. Academic standards in health, world languages, and career and technical education will be reviewed on an annual basis.* A school district must use the current world languages standards developed by the American Council on the Teaching of Foreign Languages.

* Reviews are required to be conducted on a periodic basis. Therefore, this time period may be changed to accommodate individual school district needs.

C. All students must satisfactorily complete the following required Graduation Standards in accordance with the standards developed by the Minnesota Department of Education (MDE):

1. Minnesota Academic Standards, English Language Arts K-12;
2. Minnesota Academic Standards, Mathematics K-12;
3. Minnesota Academic Standards, Science K-12;
4. Minnesota Academic Standards; Social Studies K-12; and
5. Minnesota Academic Standards; Physical Education K-12.

D. State standards in the Arts K-12 are available, or school districts may choose to develop their own standards.

E. The academic standards for language arts, mathematics, and science apply to all students except the very few students with extreme cognitive or physical impairments for whom an IEP team has determined that the required academic standards are inappropriate. An IEP team that makes this determination must establish alternative standards.

VIII. EARLY GRADUATION



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Students may be considered for early graduation, as provided for ~~by state law~~ within Minnesota Statutes section 120B.07, upon meeting the following conditions:

- A. All course or standards and credit requirements must be met;
- B. The principal or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in post-secondary education, and arrive at a timely decision; and
- C. The principal's decision shall be in writing and may be subject to review by the superintendent and School Board.

IX. NOTICE

The school district will notify students and their parents of the school district's graduation requirements, through the school's registration materials, within 30 working days of a student's entry into grade nine or higher.

Legal References:

Minn. Stat. § 120B.018 (Definitions)

Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)

~~Minn. Stat. § 120B.018 (Definitions)~~

Minn. Stat. § 120B.021 (Required Academic Standards)

Minn. Stat. § 120B.023 (Benchmarks)

Minn. Stat. § 120B.024 (~~Graduation Requirements; Course~~ Credits)

Minn. Stat. § 120B.07 (Early Graduation)

Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)

Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; ~~Involuntary Career Tracking Prohibited~~ Personal Learning Plans)

Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)

Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)

Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)

Minn. Rules Parts 3501. ~~0800-3501.0815~~ 50820 (Academic Standards for the Arts)

Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)

Minn. Rules Parts 3501.1000-3501.1190 (Graduation –Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)

Minn. Rules Parts 3501.1400-3501.1345 (Academic Standards for Social Studies)

Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

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

Cross References:



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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.

MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing, Accommodations, Modifications, and Exemptions for IEP, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)

School Board Action:

Adopted as Policy January 15, 2008; Incorporates Policies 8.406, 9.111, 9.114, 9.121
Revised July 15, 2008
Revised January 18, 2011
Revised September 20, 2011
Revised January 21, 2014
Revised June 21, 2016
Revised January 21, 2020
Revised April 19, 2022

Single Reading-Review



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616 School District Systems Accountability

I. PURPOSE

The purpose of this policy is to focus public education strategies on a process ~~which that~~ promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding the implementation of the Minnesota K-12 Academic Standards and federal law.

II. GENERAL STATEMENT OF POLICY

Implementation of the Minnesota K-12 Academic Standards and federal law ~~will requires~~ ~~a new level of~~ accountability for the school district. The school district ~~will established~~ a system to transition to the graduation requirements of the Minnesota K-12 Academic Standards.

The school district ~~will~~ ~~also established~~ a system to review and improve instruction, curriculum, and assessment which will include substantial input by students, parents or guardians, and local community members. The school district will be accountable to the public and the state through annual reporting.

III. DEFINITIONS

- A. “Credit” means a student’s successful completion of an academic year of study or a student’s mastery of the applicable subject matter, as determined by the school district.
- B. ”Graduation Standards” means the credit requirements and locally adopted content standards or Minnesota K-12 Academic Standards that school districts must offer and certify that students complete to be eligible for a high school diploma.
- C. “World’s best workforce” means striving to: meet school readiness goals; have all third grade students achieve grade-level literacy; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING

- A. School District Goals. The school board shall establish district-wide goals ~~which that~~ provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota K-12

Academic Standards and federal law. The broad goals shall be reviewed annually.

B. System for Reviewing All Instruction and Curriculum. Incorporated in the process will be analysis of the school district's progress toward implementation of the Minnesota Academic Standards. Instruction and curriculum shall be reviewed and evaluated by taking into account strategies and best practices, student outcomes, principal evaluations under ~~Minn. Stat. §Minnesota Statutes section 123B.147, Subd. 3,~~ and teacher evaluations under ~~Minn. Stat. §Minnesota Statutes section 122A.40, Subd. 8,~~ or 122A.41, ~~Subd. 5.~~

C. Implementation of Graduation Requirements

1. The Director of Teaching & Learning shall advise the School Board on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. The School Board shall receive public input and comment and shall adopt or update this policy at least annually.

2. The School Board shall annually review and determine if student achievement levels at each school site meet federal expectations. If the School Board determines that student achievement levels at a school site do not meet federal expectations and the site has not made adequate yearly progress for two consecutive school years, the Director of Teaching & Learning shall work with the school site to adopt a plan to raise student achievement levels to meet federal expectations.

3. The educational assessment system component utilized by the School Board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of achievement growth that show an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or districtwide assessments. The School Board will utilize models developed by the Commissioner for measuring individual student progress. The school board must coordinate with MDE in evaluating school sites and continuous improvement plans, consistent with best practices.

D. District Advisory Committee

1. By October 15 of each year, the District Advisory Committee shall meet to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process and implementation of the Minnesota Academic Standards.

2. The District Advisory Committee, working in cooperation with other committees of the school district shall provide active community participation in:
 - a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota K12 Academic Standards;
 - b. Identifying annual instruction and curriculum improvement goals for recommendation to the school board;
 - c. Making recommendations regarding the assessment and evaluation process that will be used to measure progress toward the district goals; _____ and
 - d. Advising the school board about development of the annual budget.
3. The District Advisory Committee shall meet the following criteria:
 - a. The District Advisory Committee shall ensure active community participation in all planning for instruction and curriculum affecting Minnesota Academic Standards.
 - b. The District Advisory Committee shall make recommendations to the school board on school district-wide standards, assessments, and program evaluation.
 - c. Building teams may be established as subcommittees to develop and implement a site improvement plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.
4. The District Advisory Committee shall, when possible, be comprised of two-thirds community representatives and shall reflect the diversity of the community. Included in its membership should be:
 - a. Director of Teaching and Learning
 - b. Director of Special Services
 - c. Equity and Inclusion Coordinator
 - b. Principal



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

E. Reporting.

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

Legal References:

Minn. Stat. § 120B.018 (Definitions)



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Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)

Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)

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

Minn. Stat. § 120B.36 (School Accountability; ~~Appeals Process~~)

Minn. Stat. § 122A.40, ~~Subd. 8~~ (Employment; Contracts; Termination)

Minn. Stat. § 122A.41, ~~Subd. 5~~ (Teacher Tenure Act; Cities of the First Class; Definitions)

Minn. Stat. § 123B.04 (Site Decision Making; Individualized Learning Agreement; Other Agreements)

Minn. Stat. § 123B.147, ~~Subd. 3~~ (Principals)

Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)

Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)

Minn. Rules Parts 3501.08~~2000-3501.0815~~ (Academic Standards for the Arts)

Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)

Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)

Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

20 U.S.C. § 6301, *et seq.* (No Child Left Behind Act)

Cross References:

MSBA/MASA Model Policy 104 (School District Mission Statement)

MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)

MSBA/MASA Model Policy 613 (Graduation Requirements)

MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)

MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)

MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)

MSBA/MASA Model Policy 618 (Assessment of Student Achievement)

MSBA/MASA Model Policy 619 (Staff Development for Standards)

MSBA/MASA Model Policy 620 (Credit for Learning)

School Board Action:

Adopted as Policy June 21, 2016

Revised June 18, 2019

Revised January 21, 2020

Revised June 15, 2021

Revised April 19, 2022

Personnel Changes 2021-22 School Year

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

First Name	Last Name	Assignment	Step/Lane/Salary	School
Anisa	Alnizami	Paraeducator	\$18.30/hour	FCC
Ashley	Anderberg	Softball Head Coach	Schedule C	FHS
Lance	Bailey	Assistant Baseball Coach	Schedule C	FHS
Pat	Barrett	Head Golf Coach	Schedule C	FHS
Zackery	Bobick	Head Track Coach	Schedule C	FMS
Samantha	Busse	Softball Coach	Schedule C	FMS
Oscar	Christenson	Night Lead Custodian	Step 3	FHS
Jim	Cummings	Assistant Golf Coach	Schedule C	FHS
Aaron	Cuthbert	Youth in Government Advisor	Schedule C	FMS
Nick	Grady	Adapted Bowling Coach	Schedule C	FHS
Josh	Groth	Assistant Baseball Coach	Schedule C	FHS
Taylor	Groth	Assistant Baseball Coach	Schedule C	FHS
Steve	Holt	Youth in Government Advisor	Schedule C	FHS
Hannah	Johnson	Assistant Track Coach	Schedule C	FHS
Reiley	Johnson	Assistant Softball Coach	Schedule C	FHS
Walfrid	Johnson	LTS Teacher Grade 2	MA/Step 1	Hayes
Merina	Lenz	Assistant Girls Track Coach	Schedule C	FHS
Noah	Manning	Assistant Baseball Coach	Schedule C	FHS
Carol	McCoy	Sub Cook	\$14.00/hour	District
Sam	Melchoir	Assistant Baseball Coach	Schedule C	FHS
Michelle	Miner	Graduation Student Support	Schedule C	FHS
Andrea	Mulry	Robotics Club Advisor	Schedule C	FHS
Dan	Nalepka	Head Baseball Coach	Schedule C	FHS
Matt	Nalepka	Assistant Baseball Coach	Schedule C	FHS
Nasra	Noor	LTS Teacher Grade K	BA/step 1	Hayes
Elliot	Prusi	Teacher Daily Sub	\$18.12/hour	RLS
Camille	Rasmussen	Track Coach	Schedule C	FMS
Eric	Redepenning	Graduation Security	Schedule C	FHS
Justin	Reese	Head Boys & Girls Track Coach	Schedule C	FHS
Justin	Reese	Graduation Security	Schedule C	FHS
Dawn	Rogers	Building Monitor	\$14.00/hour	FCC
Jessica	Schuette	Youth in Government Advisor	Schedule C	FHS
Wayne	Scott	Custodian	\$16.77/hour	FHS
Stephanie	Varela	CE Classroom Assistant	\$15.01/hour	FCC
Anthony	Vincent	Custodian 2 nd shift	\$15.66/hour	FMS
Sam	Vossler	Assistant Boys Track Coach	Schedule C	FHS
Thane	Widmer	Assistant Girls Track Coach	Schedule C	FHS
Mike	Wilmes	Graduation Staff Lead	Schedule C	FHS
Elizabeth	Winkelman	Assistant Track Coach	Schedule C	FHS
Dan	Wold	Technical Director	Schedule C	FHS
Markai	Wotoe	Assistant Girls Track Coach	Schedule C	FHS

Individual Contracts (2021-2022)

First Name	Last Name	Assignment	Step/Lane/Salary	School
Val	Anderson	ECFE Coordinator	Community Ed Contract (2021-2023)	FCC
Yvonne	Anderson	Director of Technology	Individual Contract (2021-2023)	District
Lori	Andler	Executive Assistant to the Superintendent and School Board	Individual Contract (2021-2023)	District
Renee	Arbogast	Director of Nutritional Services	Individual Contract (2021-2023)	District
Andrea	Baker	Finance Specialist	Individual Contract (2021-2023)	District
Karin	Beckstrand	IB Coordinator	Individual Contract (2021-2023)	District
Bryan	Brown	Director of Buildings & Grounds	Individual Contract (2021-2023)	District
Madelyn	Douglas	Program Manager	Community Ed Contract (2021-2023)	FCC
Nick	Fletcher	System Administrator	Individual Contract (2021-2023)	District
Suzanne	Gallagher	MARSS Coordinator	Individual Contract (2021-2023)	District
Camille	Herder	Program Manager	Community Ed Contract (2021-2023)	FCC
Stephen	Keeler	Director of Community Education	Individual Contract (2021-2023)	District
Sally	Leone	Tiger Club Coordinator	Community Ed Contract (2021-2023)	FCC
Lori	O'Dowd	Enrollment Coordinator	Individual Contract (2021-2023)	District
Suzan	Samaha	Equity & Inclusion Coordinator	Individual Contract (2021-2023)	District
Aloda	Sims	Equity & Inclusion Specialist	Individual Contract (2021-2023)	FMS
Kate	Wesbur	Accounting Supervisor	Individual Contract (2021-2023)	District
Dan	Wold	Auditorium Coordinator	Community Ed Contract (2021-2023)	FCC

Individual Contracts (2022-2023)

First Name	Last Name	Assignment	Step/Lane/Salary	School
Maggie	Chandler	Adult, Senior, Aquatic Programming Coordinator	Community Ed Contract (2022-2023)	FCC
Christine	Haubach	Facilities Coordinator	Community Ed Contract (2022-2023)	FCC

Leaves of Absence (2021-2022)

- Brittany Breitbach has requested a leave of absence from her teacher position at Stevenson Elementary from May 23, 2022 through June 10, 2022.

- Bryan Brown has requested a leave of absence from his Director of Building & Grounds position at Fridley Public Schools from April 20, 2022 through May 6, 2022.
- Blake Cook has requested a leave of absence from his teacher position at Fridley Middle School effective April 14, 2022 through April 29, 2022.
- Dan Nalepka has requested a leave of absence from his teacher position at Fridley High School from April 5, 2022 through April 15, 2022.
- Tammy Prindle has requested a leave of absence from her teacher position at Hayes Elementary from March 28, 2022 through April 15, 2022.
- Madelyn Skarolid has requested a leave of absence from her teacher position at Stevenson Elementary from May 31, 2022 through June 10, 2022.

Resignations (2021-2022)

- Scott Beine resigned his custodian position at Fridley High School effective March 29, 2022.
- Cassandra Gould resigned her para position at Hayes Elementary effective March 14, 2022.
- Sara Herdine resigned her Nutritional Services Coordinator position at Fridley Public Schools effective March 30, 2022
- Siri Johnson resigned her media clerk position at Hayes Elementary effective April 7, 2022.
- Jennifer L. Peterson resigned her speech therapist position at Hayes Elementary, effective March 29, 2022.
- Barbie Roessler resigned her director of finance and operations position at Fridley Public Schools, effective April 19, 2022.
- Rachel White Robinson resigned her teacher position with Fridley Public Schools, effective March 4, 2022.
- Xong Yang resigned her equity and inclusion specialist position at Fridley Community Center effective April 20, 2022.



Master Agreement

Between

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

And

NUTRITIONAL SERVICES EMPLOYEES

July 1, 2021 through June 30, 2023

**Fridley Independent School District 14
2021-2023 Master Agreement
Nutritional Services Employees
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WAGE SCHEDULE, CERTIFICATION PAY, EXPERIENCE INCREMENTS -----	20-21

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

ARTICLE I RECOGNITION AND DUES CHECK-OFF

Section 1. Purpose

The employees herein classified of the Employer (Nutritional Services Employees) have elected to bargain collectively with their employer for said purpose a majority of same have affiliated themselves as members of the Service Employees International Union, Local 284, and have chosen said Union to bargain collectively in their behalf for wages, hours of employment and working conditions.

For the purpose of carrying out the intentions of the parties, it is mutually agreed upon as follows:

Section 2. Recognition

Recognizing that the Union is required by the provisions of the Minnesota Public Employees' labor Relations Act ("PELRA") to be the sole bargaining representative for employees of the bargaining unit covered by this Agreement, the School Board hereby agrees that it will not recognize or negotiate with any other person, association group, committee or entity other than the Union with respect to terms and conditions of employment. The bargaining unit shall exclude certain part-time employees, temporary employees, confidential employees, supervisory employees and essential employees, as defined under PELRA.

Section 3. Obligation

The Employer shall not enter into any agreement with Union Members individually or collectively which in any way conflicts with the terms and provisions of this Agreement, nor shall the employer discriminate against an 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 slowdown of work so long as the term 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 Fridley School Board or in any way abridging or reducing authority. Except as limited

by the provisions of this Agreement, the Fridley 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.

Section 5. Union Dues

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.

Section 6. Anniversary Date

For purposes of determining eligibility for an experience increment wage increase, step advancement and District 403b plan, each employee's anniversary date will be adjusted to July 1 of the calendar year in which he/she was hired. If an employee's actual hire date is between July 1 and December 30, the anniversary date will occur July 1 of that school year. If an employee's actual hire date is between January 1 and June 30, the first anniversary will occur July 1 of the next school year. Examples follow:

Hiring date: January 1, 2019 through December 31, 2019

Anniversary Date July 1, 2019 (step 1 2019-2020 school year)

Step Advancement, first anniversary – July 1, 2020 (step 2 2020-2021)

District 403 (b) plan contribution – July 1, 2023

Experience Increment – July 1, 2029

Hiring date: January 1, 2020 through December 31, 2020

Anniversary Date July 1, 2020 (step 1 2020-2021 school year)

Step Advancement, first anniversary – July 1, 2020 (step 2 2021-2022)

District 403 (b) plan contribution – July 1, 2024

Experience Increment – July 1, 2030

ARTICLE II SALARY SCHEDULES AND WORK ASSIGNMENTS

Sections 1 and 2. Wage Schedule, Certification Pay and Experience Increments: See Attachment A

Section 3. Step Placement

Each employee shall be given credit for previous years of employment in School District 14. New employees to Fridley ISD 14 may be placed on the salary schedule at the discretion of the School District.

Section 4. Certification

SUBD. 1. All new employees will be required to complete a designated school food service fundamentals and sanitation/safety courses within one (1) year of employment. The Director of Nutritional Services will define the necessary coursework to fulfill this requirement. All courses must be pre-approved. The district will reimburse the employee for the cost of the pre-approved coursework under this subdivision once the employee has provided documentation of successful completion.

SUBD. 2. Once certified, all employees must maintain and keep certification current or may be subject to discipline. Failure to meet the renewal deadline will result in the suspension of certification pay. It is the employee's responsibility to pay for certification.

SUBD. 3. An employee promoted to a higher pay grade must obtain the requisite certification within one year of promotion. The district will provide the cook manager a one-time stipend of \$350 once the employee has provided proof of certification.

Section 5. Paychecks

Employees will be paid on a semi-monthly basis.

Section 6. Overtime

Overtime rate will be time and one-half. Overtime will be paid in accordance with the Fair Labor Standards Act. Overtime will be paid at the rate of double-time for all hours worked on a call back on Saturday, Sunday or holidays.

Any employee who replaces a cook manager or prep cook shall be paid at the cook manager or prep cook rate.

Section 7. Minimum Hours

Any work period shall be a minimum of two hours.

Section 8. Work Breaks

Work Breaks will follow Federal Labor Laws. In the event a situation arises that delays or does not allow a work break, then the missed break time shall be submitted on a timesheet, subject to overtime, where applicable. Employees will need to have prior approval from the Director of Nutritional Services or Designee to work through their breaks.

Section 9. Uniform Allowance

\$250 annually in each year of the contract for all employees who have successfully completed their probation period. This reimbursement may be used for the purchase of work shoes and clothing. The uniform must be approved by the Director of Nutritional Services and worn at all times while on the job. Reimbursement for current year uniform expenses must be submitted by March 31st of each year for payment.

Section 10. 125B Plan

A 125B Plan will be provided for all employees.

Section 11. Workshops

The School District will pay for all employee expenses to those who attend the summer workshops or schools.

Section 12. Extra-curricular Functions

Whenever nutritional services employees are needed to provide services outside of the regularly scheduled school day, the option to work the extra hours will be offered first to the building kitchen manager, next to building assistant managers, then, offered to other kitchen managers, and thereafter, to the most qualified employee as determined by the Director of Nutritional Services. Nutritional services employees will be paid for a minimum of two and one half (2.5) hours for extracurricular functions and shall be paid at 1.5 times the employee's hourly rate.

Whenever the food service facilities are used there must be a cook present during the part of the event that involves food preparation, the serving of food and the kitchen clean up. Any food service employee who must clean up or perform other duties related to the usage will receive additional hourly compensation for all time required to restore the kitchen to proper conditions for school meal service.

Section 13. Work Time Modifications

Any increase or decrease of time to a given position that will affect benefit eligibility other than sick leave, will be considered an elimination of the old position and creation of a new, vacant position, and will be posted accordingly.

SUBD. 1. Starting times and shifts will be determined at the beginning of the school year and will not change unless meal participation or scheduling changes in student schedules occur within the building. Any changes to a work schedule must be approved by the Nutritional Services Director.

SUBD. 2. Once a shift is established, at least two (2) weeks' notice shall be given before a change. All changes in work site location or work week and shift hours shall be open for bids. Any affected employee shall have the right to bump a less senior employee.

Section 14. New Employee Training

A new or transferred employee shall be trained in by an existing employee in a like position to the position she/he is hired to do for a period of up to two weeks as the Head Cook in the affected kitchen deems necessary, subject to consultation with the Director of Nutritional Services.

**ARTICLE III
INSURANCE**

Section 1. Medical Contribution

The district's contribution toward health insurance shall be the same as the rate negotiated for the teaching staff of the district unless agreed otherwise and listed below. Coverage is for all Nutritional Services 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.

A. Employees working six hours or more per day:

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

B. Five (5) hours per day, but less than six (6) hours per day:

Single	100% of the base plan
Employee plus one	Individual coverage cost (employee will pay the difference between the individual cost and the employee plus one cost).
Family	Individual coverage cost plus \$75.00 (the employee will pay the difference between the individual cost plus \$75.00 and the family coverage cost.)

C. Four (4) hours per day, but less than five (5) hours per day:

Single	Prorated based on the employee's weekly assigned hours divided by 25
Employee plus one	Individual coverage cost (employee will pay the difference between the individual cost and the employee plus one cost).
Family	Individual coverage cost plus \$75.00 (the employee will pay the difference between the individual cost plus \$75.00 and the family coverage cost.)

Health insurance changes apply upon ratification

Section 2. Dental Insurance

The School District shall pay the total premium for individual coverage for employees working 25 hours or more per week.

Section 3. Long Term Disability

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. An hourly wage adjustment will be made to compensate for the deduction of the Long Term Disability premium.

Section 4. Life Insurance Contribution

The District will provide a group term life insurance policy on the life of all employees working 20 hours per week or more in the amount of \$50,000.

ARTICLE IV LEAVES OF ABSENCE

Section 1. Sick Leave

SUBD.1. All permanent Nutritional Services Employees shall be eligible for sick leave benefits. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to illness or injury which prevented attendance and performance of duties on that day or days. Eligible employees will earn sick leave at a rate per month equal to the average hours worked per day for a maximum of ten (10) days per annum. Unused sick leave can be carried forward. 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 MS 181.9413 but must at least include the following individuals: brother, sister, mother, father, spouse, domestic partner, child, in-laws, grandparents, or grandchildren. If the use of sick time is needed, absent an emergency or unexpected circumstance, employees will be expected to call-in their absence at least one hour prior to their assigned start time.

SUBD.2. In the event of illness of more than three (3) consecutive work days, the District will require an employee to furnish a medical certificate from a qualified physician or surgeon as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay and/or return to work.

Section 2. Personal Leave

One (1) day of personal leave per year for personal business and emergencies, a transaction, hearing, or consultation which requires the presence of the staff member during working hours. Emergency leave will not be approved for absence resulting from weather conditions and their effect on transportation. Requests for personal leave must be submitted to the staff member's supervisor in writing two days in advance, except in emergency cases. The reason for the personal leave will be provided in the request. All requests must have the approval of the Director of Human Resources or designee. Personal leave days do not accumulate. Personal leave days cannot be used the first and last two weeks of the school year, except in emergency

or once in a life time situations subject to the approval of the Director of Human Resources. Personal leave is deducted from sick leave.

Section 3. Vacation Leave

Effective 7-1-2022 Two (2) vacation leave days shall be earned annually. Members of the Nutritional Services staff will receive their vacation allocation at the start of the school year. Vacation hours will be allocated based on the member's daily schedule and will be prorated based on days and hours worked in the assignment. A member planning to use a vacation leave day(s) shall notify their supervisor as early as possible, but in any event at least one (1) week in advance, except in cases of emergency. Vacation leave days cannot be used the first and last two weeks of the school year, except in emergency or once in a life time situations subject to the approval of the Director of Human Resources. Vacation days may accrue to a total of three (3). Vacation days not taken shall be paid by the District at the rate of \$30 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.

Section 4. Child Care Leave

See District policy.

Section 5. 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.

SUBD. 1. Subpoena Leave An employee who is subpoenaed for a school-related issue shall be granted the necessary leave required without any salary deduction or loss of basic leave allowance.

Section 6. Emergency School Closing

In the event school starts late or is closed early due to inclement weather or other emergency situations, Nutritional Services employees will be paid for their normal work assignment. On such days, their work assignments will be determined by their immediate supervisor. 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 they 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 7. Bereavement

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.

**ARTICLE V
HOLIDAYS**

Employees covered by this Agreement will be paid for the following nine (9) holidays when school is not in session:

Thanksgiving Day	New Year's Day
Friday following Thanksgiving Day	Martin Luther King, Jr. Day
Christmas Eve	Good Friday
Christmas Day	Memorial Day
New Year's Eve	

In order to be eligible for holiday pay, an employee must have worked the assigned work day before and after the holiday unless the employee is on approved sick leave or emergency leave. In the event school is scheduled for a listed holiday an alternate day will be granted. The specific day shall be mutually agreed upon by the School District and the employee.

**ARTICLE VI
PROBATION, POSTING DISCHARGE, AND DISCIPLINE**

Section 1. Probationary Period

All new nutritional services employees shall work a probationary period, which shall consist of ninety (90) working days with an evaluation to occur no later forty-five (45) working days into the probationary period. A new employee shall not be considered permanent until the employee has served the probationary period, the District's Designee has conferred with the employee's site supervisor, and the employee has been accepted by District's designee. Subsequent to that period the employee shall attain permanent status and 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 60 working days with an evaluation to occur no later than thirty (30) working days into the new probationary period in any new such classification. During this 60 working day 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. The employee will have the rights to the position held before transfer or promotion.

For purposes of this section, a working day shall be defined as an actual day worked and shall not include any days taken as leave for any reason.

Section 2. Job Posting

All vacancies shall be posted for a period of five working days. Postings will include starting date, benefits eligibility, location of duty assignment, hours per day, days per year, job description, position band and grade and hourly rate of pay. Interested parties shall submit written indication of interest via indicated method. The District shall give first consideration to current qualified employees, when hiring for positions within the Nutritional Services Unit, then consider outside applicants. Employees must complete their probationary period before applying for another nutritional services position.

Any internal applicant not granted a position has the right to request the reasoning behind the administration's rejection of his/her application with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job openings.

The District shall schedule interviews as soon possible after the posting closing. The position will be assigned to the most qualified applicant.

A notification will be sent to the candidate selected for the position.

Section 3. Progressive Discipline/Discharge

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.

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

Employees who are subject to above actions shall have the right to the grievance procedure.

SUBD. 1. 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. 2. An employee 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 and 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 4. Personnel Files

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

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

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

SUBD. 3. Employees 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.

Section 5. Layoff/Recall

In the event of abolition of a position, shortage of work for funds or other reasons outside the control of the employer, employees in this unit will be subject to the following:

- A. When a specific position will be discontinued, or when an employee's hours are reduced, affected employees shall have the following rights and obligations:
 - 1. Shall be able to replace a less senior person in the same or lower classification.
- B. No new employee shall be employed by the District to work in any classification while qualified employees are laid off.
- C. A laid off employee must notify the District in writing of any changes in address in order to be notified of job openings.
- D. Employees on layoff shall retain re-employment rights for a period of 18 months from date of layoff.
- E. All positions will be posted via the indicated method.
- F. Persons on the layoff list may apply for any open position. Application must be received electronically using the online system before the posting closes.
- G. The most senior qualified applicant shall be awarded the position.

Section 6. Seniority

The Board recognizes that the purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees. Employees with the least continuous service shall be laid off first. If any opening subsequently occurs in the District, the employee with the most seniority shall have the first choice to be re-hired.

Section 7. Seniority List

Seniority Date: An employee's seniority date will be the employee's first day of service. (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.

Annual Posting of List: The District will publish and post a seniority list each year no later than October 1 in the staff portal. 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.

Section 8. Unpaid Leave of Absence

When an employee has been granted a leave of absence by the School Board, they shall suffer no loss of seniority or job rights.

ARTICLE VII 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.
- 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 Director of Nutritional Services. If the parties do not reach an agreement regarding the grievance, the employee(s) may submit the grievance in writing to the Director of Human Resources within ten 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 days of receipt, the District shall respond in writing to the grievance. If the parties fail to agree or the Director of Human Resources fails to adjust the grievance within five days after the written grievance is received, the employee(s) may appeal it to Step 2.

Step 2. The employee(s) may appeal the grievance to the Superintendent or designee within 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 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 days after notice of appointment, forward to the arbitrator, with a copy to the Superintendent, 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 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 VIII
MATCHING ANNUITY AND SEVERANCE**

Section 1. Matching Annuity

Effective no later than July 1, 2001, an eligible employee 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.

Section 2. Eligibility

In order for an employee to be eligible to participate in the matching annuity plan, the following criteria must be met.

SUBD. 1. Employees working at least 5 hours per day shall receive the full contribution.

SUBD. 2. Employees working four (4) or more hours per day but less than five (5) hours per day shall receive a prorated district contribution.

Section 3. District Contribution

The maximum annual District contribution shall be based on matching an employee's contribution per the following:

SUBD. 1. Employees hired after July 1, 1990 will be eligible for the following amounts:

	2021-2022	2022-2023
Zero (0) through Three (3) years in Fridley	\$ 0	\$ 0
Four (4) through Nine (9) years in Fridley	\$1925	\$2025
Ten (10) through Fourteen (14) years in Fridley	\$2050	\$2150
Fifteen (15) years to Nineteen (19) years in Fridley	\$2175	\$2275
Nineteen plus (19+) years in Fridley Public Schools	\$2300	\$2400

SUBD. 2. The District will contribute an amount equal to the employee's requested annual contribution up to the maximum amount listed in this Section.

SUBD. 3. 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. 1 above.

SUBD. 4. 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. 5. 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. 6. When an employee has an eligible plan in effect, the district's contribution shall be automatic unless the employee requests otherwise.

SUBD. 7. 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 VII.

SUBD. 8. A list of approved financial services companies is available on the district website.

SUBD. 9. Contributions cannot be retroactive to the previous calendar year.

SUBD. 10. The District's maximum lifetime contribution shall be no more than \$33,000

Section 4.

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 MISCELLANEOUS

Section 1. Retirement

As provided by law.

Section 2. Lunch

Nutritional Services employees will not be charged for their lunch.

Section 3. Custodial Functions

Normal custodial functions such as floor mopping/scrubbing/waxing/mat cleaning, vacuuming, trash and recyclable item removal will not be the responsibility of Nutritional Services employees.

Section 4. Physical Examinations

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

**ARTICLE X
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.

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 The School Board Of Fridley
Independent School District 14, Anoka
County

By Shelly Johnson

By _____

By Jamie Korman

By _____

By Susan Baker

Date _____

By _____

By _____

By _____

Date April 19, 2022

2021-2023
ATTACHMENT A,
WAGE SCHEDULE, CERTIFICATION PAY, and EXPERIENCE INCREMENTS
 Fridley ISD 14 Nutritional Services Employees

Section 1. 2021-2023 Wage Schedule

Step advancement each year of the contract. All increases apply to individuals employed on date of ratification.

2021-2022
Attachment A, Section 1
Wage Schedule Nutritional Services Employees

	Step 1	Step 2	Step 3	Step 4	Step 5
Cook Manager-High School *	21.43	21.98	22.53	23.08	23.63
Cook Manager-Middle School *	20.19	20.74	21.29	21.84	22.39
Cook Manager-Elementary School *	18.77	19.32	19.87	20.42	20.97
Assistant Cook Manager	17.05	17.90	18.75	19.60	20.45
Prep Cook	16.83	17.68	18.53	19.38	20.23
Cook	15.37	16.22	17.07	17.92	18.77

2022-2023
Attachment A, Section 2
Wage Schedule Nutritional Services Employees

	Step 1	Step 2	Step 3	Step 4	Step 5
Cook Manager-High School	21.75	22.31	22.87	23.43	23.98
Cook Manager-Middle School	20.49	21.05	21.61	22.16	22.72
Cook Manager-Elementary School	19.05	19.61	20.17	20.73	21.28
Assistant Cook Manager	17.31	18.17	19.03	19.90	20.76
Prep Cook	17.08	17.95	18.81	19.67	20.53
Cook	15.60	16.46	17.33	18.19	19.05

Certification Pay

Level I Certification	.30/hr
Level II Certification	.45/hr
Level III Certification	.55/hr
Level IV Certification	.70/hr

Experience Increments**2021-2023**

After 5 years	.50/hr
After 10 years	.60/hr
After 15 years	.65/hr
After 20 years	.70/hr

Letter of Agreement

Between

Clerical, Media Clerks, Health Assistants, and Technology Assistants
(School Service Employees Union, Local 284) and
Fridley School District #14

This letter of agreement is in regards to employee medical for the 2022-2023 school year only, and applies to full time employees in Fridley School District #14 who are both employed by the school district and qualify for full medical insurance.

Married employees who qualify for full medical coverage have the option to change their selected plan from a combined employee plus one and single coverage, or from a combined family and single coverage, or from separate single coverage, to family or employee plus one coverage at the same level. In doing so, the husband and wife shall be "held harmless" in their own premium expenses by switching. In other words, the combined husband and wife contributions for family (at the same level) coverage shall not exceed the previous employee premium expenses for separate policies as outlined above, if the plan design choice is the same. (In other words, this applies if one moves from two policies of the same to a single family policy of the same.)

Because multiple medical insurance plans exist, with employees opting for various options, and to ensure employees will not incur additional premium costs, "held harmless shall be defined as follows: the married couples who choose to convert their coverage at the same level shall have their premiums reduced by \$100 per month, or up to \$1,200 annually for medical coverage. Those already on a family plan (who have waived single coverage) shall have their out of pocket premium costs reduced by \$1,200 annually for medical insurance.

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

It is understood that employees may stay with their original plans at their respective rates. The option of switching to one family plan in lieu of separate plans is available to District #14 married couples for the 2022-2023 school year, and in no way is required or expected by the School District or Clerical, Media Clerks, Health Assistants, and Technology Assistants (School Service Employees Union, Local 284). This agreement shall be for the 2022-2023 year only, and does not set precedence for future contract years. Employees who qualify and opt to take this option are responsible for ensuring necessary paperwork is filed with the Human Resource Department.

Clerical, Library, Health, and Computer Assistants (School Service Employees Union, Local 284) Representative

Shelly Johnson
Shelly Johnson, SEIU Local 284

4-6-2022
Date

Jeanette Grant
Jeanette Grant, Union Steward

4-6-2022
Date

Angela McShane
Angela McShane, Union Steward

4-6-22
Date

Fridley School District #14 Representatives

School Board Chair

Date

School Board Clerk

Date

Letter of Agreement

Between

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

This letter of agreement is in regards to employee medical for the 2022-2023 school year only, and applies to full time employees in Fridley School District #14 who are both employed by the school district and qualify for full medical insurance.

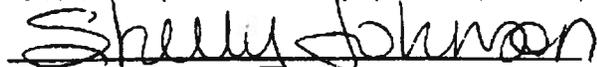
Married employees who qualify for full medical coverage have the option to change their selected plan from a combined employee plus one and single coverage, or from a combined family and single coverage, or from separate single coverage, to family or employee plus one coverage at the same level. In doing so, the husband and wife shall be "held harmless" in their own premium expenses by switching. In other words, the combined husband and wife contributions for family (at the same level) coverage shall not exceed the previous employee premium expenses for separate policies as outlined above, if the plan design choice is the same. (In other words, this applies if one moves from two policies of the same to a single family policy of the same.)

Because multiple medical insurance plans exist, with employees opting for various options, and to ensure employees will not incur additional premium costs, "held harmless" shall be defined as follows: the married couples who choose to convert their coverage at the same level shall have their premiums reduced by \$100 per month, or up to \$1,200 annually for medical coverage. Those already on a family plan (who have waived single coverage) shall have their out of pocket premium costs reduced by \$1,200 annually for medical insurance.

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

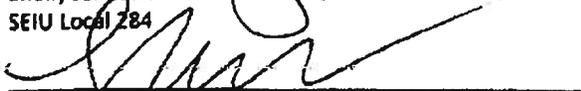
It is understood that employees may stay with their original plans at their respective rates. The option of switching to one family plan in lieu of separate plans is available to District #14 married couples for the 2022-2023 school year, and in no way is required or expected by the School District or Paraeducators (School Service Employees Union, Local 284). This agreement shall be for the 2022-2023 year only, and does not set precedence for future contract years. Employees who qualify and opt to take this option are responsible for ensuring necessary paperwork is filed with the Human Resource Department.

Paraeducators (School Service Employees Union, Local 284) Representative



Shelly Johnson
SEIU Local 284

4/7/22
Date



Kim Kanakua
Union Stewart

4/5/22
Date



Roberta Peterson
Union Stewart

4/5/22
Date

Fridley School District #14 Representatives

School Board Chair

Date

School Board Clerk

Date

Letter of Agreement

Between

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

This letter of agreement is in regards to employee medical for the 2022-2023 school year only, and applies to full time employees in Fridley School District #14 who are both employed by the school district and qualify for full medical insurance.

Married employees who qualify for full medical coverage have the option to change their selected plan from a combined employee plus one and single coverage, or from a combined family and single coverage, or from separate single coverage, to family or employee plus one coverage at the same level. In doing so, the husband and wife shall be "held harmless" in their own premium expenses by switching. In other words, the combined husband and wife contributions for family (at the same level) coverage shall not exceed the previous employee premium expenses for separate policies as outlined above, if the plan design choice is the same. (In other words, this applies if one moves from two policies of the same to a single family policy of the same.)

Because multiple medical insurance plans exist, with employees opting for various options, and to ensure employees will not incur additional premium costs, "held harmless shall be defined as follows: the married couples who choose to convert their coverage at the same level shall have their premiums reduced by \$100 per month, or up to \$1,200 annually for medical coverage. Those already on a family plan (who have waived single coverage) shall have their out of pocket premium costs reduced by \$1,200 annually for medical insurance.

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

It is understood that employees may stay with their original plans at their respective rates. The option of switching to one family plan in lieu of separate plans is available to District #14 married couples for the 2022-2023 school year, and in no way is required or expected by the School District or Nutritional Services Employees (School Service Employees Union, Local 284). This agreement shall be for the 2022-2023 year only, and does not set precedence for future contract years. Employees who qualify and opt to take this option are responsible for ensuring necessary paperwork is filed with the Human Resource Department.

Nutritional Services Employees (School Service Employees Union, Local 284) Representative


SEIU Local 284 Representative


Date


Fridley Nutritional Services Union Steward


Date

Fridley School District #14 Representatives

School Board Chair

Date

School Board Clerk

Date

RESOLUTION to Terminate and Non-Renew the Teaching Contract of Certain Non-tenured, Probationary Teachers for 2022-2023

WHEREAS, (names listed below) is a probationary teacher in Independent School District 14.

BE IT RESOLVED by the School Board of Independent School District 14 that pursuant to Minnesota Statute 122A.40, Subdivision 5, that the teaching contract of (teacher) a probationary teacher in Independent School District 14, is hereby terminated without pay or fringe benefits at the close of the current 2021-2022 school year.

BE IT FURTHER RESOLVED, that written notice be sent to said teacher regarding School Board termination and non-renewal of his/her contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION AND NON-RENEWAL

April 20, 2022

Dear _____:

You are hereby notified that at a Regular Business Meeting of the School Board of Independent School District 14 held on Tuesday, April 19, 2022, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2022-2023 school year. Said action of the Board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the School Board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is taken for the following reasons: school district discontinuance of positions, financial limitations, state teacher licensure requirements, or you did not meet the performance standards required of a teacher in the Fridley School District. To submit an official request, please send it to the Director of Human Resources.

Thank you for your teaching service in our School District. Best wishes in the future.

Sincerely,

Jake Karnopp, Clerk
Fridley School District 14 School Board

Resolution to Terminate and Non-Renew the Teaching Contract of Certain Non-tenured, Probationary Teachers for 2022-2023 as follows: Katherine Beaudry, Heather Cole, Beverly Dahl, Lisa Dochniak, Kathryn Doll, Adam Hertz, Youmei Hou, Shana Morrisette, Eric Nielsen, Taylor Ray, Laura Wavra, Lisa Valentine

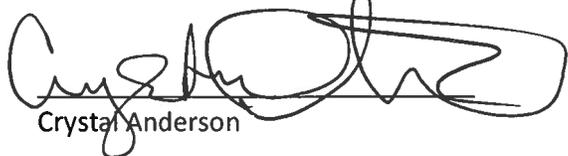
MEMORANDUM OF UNDERSTANDING

The parties to this Memorandum of Understanding – **Crystal Anderson**, Independent School District 14, and the Fridley Education Association –knowingly and voluntarily agree to the following stipulations waiving the statutory probationary period:

- a. The parties acknowledge that Minnesota courts have determined that a teacher’s right to tenure can only be modified by mutual consent of the teacher and the School Board. *State v. ISD 810*, 109 N.W.2d 596, 602-03 and *Perry v. ISD 696*, 210 N.W.2d 283.
- b. That the probationary period for Crystal Anderson shall be extended for one year, the 2022-2023 school year, to permit the school district one additional probationary year in order for Crystal Anderson to earn the appropriate teaching license.
- c. The right to challenge this one-year extension of the probationary period is waived.
- d. The district has the right to non-renew after the 2021-2022 school year, by this agreement, the probationary period is extended to July 1, 2023. Crystal Anderson has no right to claim or bring action that she is a continuing contract teacher in the 2022-2023 School Year.
- e. This agreement does not set a precedent for other teachers or future similar situations in ISD 14.
- f. It is specifically understood and agreed that the acceptance of the considerations set for in this Memorandum is a full, final and complete agreement and does not constitute and shall be construed as any admission of wrongdoing, liability, or fault by any of the parties to this Memorandum of Understanding.
- g. This Memorandum of Understanding represents a full and complete agreement between the parties hereto. There are no covenants, promises or undertakings otherwise of this Memorandum other than as specifically set forth herein.

The undersigned, by execution hereof, state that this Memorandum of Understanding has been read by them and that they understanding and fully agree to each, all and every provision of this Memorandum and hereby acknowledge receipt of a copy of this Memorandum.

IN WITNESS WHEREOF: the Parties have executed this Agreement as follows:


Crystal Anderson

Date: 3/18/22

Phil Boyd, FEA President

Date: _____

School Board Chair, ISD 14

Date: _____

School Board Clerk, ISD 14

Date: _____

MEMORANDUM OF UNDERSTANDING

The parties to this Memorandum of Understanding – **Heather Cole**, Independent School District 14, and the Fridley Education Association –knowingly and voluntarily agree to the following stipulations waiving the statutory probationary period:

- a. The parties acknowledge that Minnesota courts have determined that a teacher’s right to tenure can only be modified by mutual consent of the teacher and the School Board. *State v. ISD 810*, 109 N.W.2d 596, 602-03 and *Perry v. ISD 696*, 210 N.W.2d 283.
- b. That the probationary period for Heather Cole shall be extended for one year, the 2022-2023 school year, to permit the school district one additional probationary year in order for Heather Cole to earn the appropriate teaching license.
- c. The right to challenge this one-year extension of the probationary period is waived.
- d. The district has the right to non-renew after the 2021-2022 school year, by this agreement, the probationary period is extended to July 1, 2023. Heather Cole has no right to claim or bring action that she is a continuing contract teacher in the 2022-2023 School Year.
- e. This agreement does not set a precedent for other teachers or future similar situations in ISD 14.
- f. It is specifically understood and agreed that the acceptance of the considerations set for in this Memorandum is a full, final and complete agreement and does not constitute and shall be construed as any admission of wrongdoing, liability, or fault by any of the parties to this Memorandum of Understanding.
- g. This Memorandum of Understanding represents a full and complete agreement between the parties hereto. There are no covenants, promises or undertakings otherwise of this Memorandum other than as specifically set forth herein.

The undersigned, by execution hereof, state that this Memorandum of Understanding has been read by them and that they understanding and fully agree to each, all and every provision of this Memorandum and hereby acknowledge receipt of a copy of this Memorandum.

IN WITNESS WHEREOF: the Parties have executed this Agreement as follows:

Heather Cole

Heather Cole

Date: 3/15/22

Phil Boyd

Phil Boyd, FEA President

Date: 3/17/22

School Board Chair, ISD 14

Date: _____

School Board Clerk, ISD 14

Date: _____

Agreement to Perform Transportation Services

Services Performed for:

Fridley Public Schools
6000 West Moore Lake Drive
Fridley, MN 55432

Services Performed by:

First Student, Inc
11911 Champlin Drive
Champlin, MN 55316

Dates of Contract

The Services shall commence on July 1, 2022 and shall continue through June 30, 2024.

Contract for Services

This contract is entered into by and between Independent School District 14 – Fridley Public Schools (hereinafter "the District") and First Student, Inc. (hereinafter "Bus Company" an Independent contractor for School Transportation Services for students attending school in District 14.

Now, therefore, in consideration of the mutual promise and benefits contained herein, the parties agree as follows:

1. **Bus Company Services:** Bus Company is an independent contractor and shall:
 - a. Provide services and comply with all terms and conditions described in the attached School Bus Contract Specifications, 2022-2024 attached hereto as Exhibit 1 (and incorporate by reference), the Transportation Quotation Form (Alternate #1) attached hereto as Exhibit 2 with agreed changes and the Bus Price Information Sheet, Exhibit 3. In the event of any conflict between the provisions of this Contract, and Exhibit 1, this contract shall prevail.
 - b. In the event that District or any governmental agency imposes additional equipment requirements other than those set forth in the current contract specifications on Contractor's vehicle during the term of this Contract which are specific requirements for the operation of this Contract or immediate installation is required for the continuing operation of the vehicles, the parties shall negotiate in good faith concerning increases applicable to such equipment installation.

2. **Bus Company's Obligations:**
 - a. Bus Company agrees that Bus Company will not contract for or accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Contract.
 - b. Bus Company has obtained all necessary licenses or permits required to provide Bus Company's work under this Contract; and
 - c. Bus Company agrees to abide by applicable state and federal laws and the District policies, including but not limited to, the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, Minn. Stat. § 16C.05, subd. 5, and Minn. Stat. § 181.59.

3. **Term of Contract:** This Contract shall be for the term described above, unless earlier terminated by law or according to the provisions herein. The parties may change the duration of this Contract in accordance with Section IV, E-G of Exhibit 1.
4. **Consideration and Terms of Payment:**
 - a. Bus Company shall provide all services under this Contract to the satisfaction of the Superintendent or its Authorized Agent (hereinafter "Director of Finance") and no payment shall be made for services not performed or performed in a manner not satisfactory to the Superintendent or Director of Finance. For the purposes of this Contract, the Authorized Agent is the Director of Finance. Transportation Services.
 - b. The District shall compensate Bus Company in accordance with Exhibit 1 at the rates agreed to in Exhibit 2.
5. **Cancellation:** This Contract may be canceled by either party for cause if the defaulting party fails to cure any default after 30 days written notice and an opportunity to cure. A default by Bus Company is defined as a material breach of the terms of this Contract. In the event of such cancellation, the Bus Company shall be entitled to any payment due, determined on a pro rata basis, for work or services satisfactorily performed up to the time of the notice of cancellation. Bus Company shall cease to perform services under this Contract upon receipt of notice of cancellation from the District. In addition, either party may terminate this Contract effective on July 1 of the following year by providing written notice on or before December 1st of the previous year.
6. **Indemnification and Insurance:** Unless waived by the District in writing, the following provisions apply. The District may waive any of the provisions in this paragraph only in cases where Bus Company provides services of a limited nature such as a one- time workshop or training.
 - a. Except as provided otherwise expressly in writing, Bus Company and the District each shall be responsible for its own legal representation and costs.
 - b. In accordance with Section V, F of Exhibit 1, Bus Company agrees to indemnify the District and its Agents, except to the extent that any injury, loss or damage is caused by the negligence, fault, or willful misconduct of the District, its agents or employees. The District agrees to defend, indemnify, and hold Contractor, its officers, agents, and employees harmless from and against any and all claims for injury, loss, or damage arising from any negligence, fault, or willful misconduct of the District, its agents, or employees.
 - c. Bus Company shall, at its own expense, maintain comprehensive general liability insurance in accordance with Section V, D- E of Exhibit 1. In the event the tort liability limits established by Minn. Stat. § 466.04, subd.1 are amended, the Bus Company shall increase its coverage to reflect the limits established by that law.
7. **Force Majeure:** In the event Contractor is unable to provide the transportation services herein specified because of any act of God or nature, civil disturbance, fire, flood, war, governmental action, labor dispute involving District personnel, picketing, strike, or lockout, riot, terrorism, fuel shortage, interruption to power or communication grid, pandemic, or other condition or cause beyond Contractor's control, District shall excuse Contractor from performance under this Contract.

The Bus Company, by signing, warrants that it has reviewed and agrees to all terms incorporated in this Contract and is authorized by law to execute this Contract, intending to be legally bound thereon.

APPROVED:

School District

Title _____

Date _____

Bus Company

_____ 

Title Sr. Vice President

Date 4/18/2022

Attachments

Exhibit 1 - School Bus Contract Specifications

Exhibit 2 - Transportation Quotation Form (Alternate #1)

Exhibit 3 – Bus Price Information Sheet

Agreement to Perform Transportation Services

Services Performed for:

Fridley Public Schools
6000 West Moore Lake Drive
Fridley, MN 55432

Services Performed by:

Halo Transportation
13533 Jay Street NW
Andover, MN 55304

Dates of Contract

The Services shall commence on July 1, 2022 and shall continue through June 30, 2024.

Contract for Services

This contract is entered into by and between Independent School District 14 – Fridley Public Schools (hereinafter "the District") and Halo Transportation (hereinafter "Bus Company" an Independent contractor for School Transportation Services for students attending school in District 14.

Now, therefore, in consideration of the mutual promise and benefits contained herein, the parties agree as follows:

- 1. Bus Company Services: Bus Company is an independent contractor and shall:**
 - a. Provide services and comply with all terms and conditions described in the attached School Bus Contract Specifications, 2022-2024 attached hereto as Exhibit 1 (and incorporate by reference), the Transportation Quotation Form (hereto as Exhibit 2 with agreed changes, and the Bus Price Information Sheet Halo, attached here to as Exhibit 3. In the event of any conflict between the provisions of this Contract, and Exhibit 1, this contract shall prevail.

- 2. Bus Company's Obligations:**
 - a. Bus Company agrees that Bus Company will not contract for or accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Contract.
 - b. Bus Company has obtained all necessary licenses or permits required to provide Bus Company's work under this Contract; and
 - c. Bus Company agrees to abide by applicable state and federal laws and the District policies, including but not limited to, the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, Minn. Stat. § 16C.05, subd. 5, and Minn. Stat. § 181.59.

- 3. Term of Contract:** This Contract shall be for the term described above, unless earlier terminated by law or according to the provisions herein. The parties may change the duration of this Contract in accordance with Section IV, E-G of Exhibit 1.

4. Consideration and Terms of Payment:

- a. Bus Company shall provide all services under this Contract to the satisfaction of the Superintendent or its Authorized Agent (hereinafter "Director of Finance") and no payment shall be made for services not performed or performed in a manner not satisfactory to the Superintendent or Director of Finance. For the purposes of this Contract, the Authorized Agent is the Director of Finance. Transportation Services.
- b. The District shall compensate Bus Company in accordance with Exhibit 1 at the rates agreed to in Exhibit 2.

5. **Cancellation:** This Contract may be canceled by the District for cause if Bus Company fails to cure any default after reasonable notice and an opportunity to cure. A default by Bus Company is defined as a material breach of the terms of this Contract. In the event of such cancellation, the Bus Company shall be entitled to any payment due, determined on a pro rata basis, for work or services satisfactorily performed up to the time of the notice of cancellation. Bus Company shall cease to perform services under this Contract upon receipt of notice of cancellation from the District.

6. **Indemnification and Insurance:** Unless waived by the District in writing, the following provisions apply. The District may waive any of the provisions in this paragraph only in cases where Bus Company provides services of a limited nature such as a one- time workshop or training.

- a. Except as provided otherwise expressly in writing, Bus Company and the District each shall be responsible for its own legal representation and costs.
- b. In accordance with Section V, F of Exhibit 1, Bus Company agrees to indemnify the District and its Agents.
- c. Bus Company shall, at its own expense, maintain comprehensive general liability insurance in accordance with Section V, D- E of Exhibit 1. In the event the tort liability limits established by Minn. Stat. § 466.04, subd. 1 are amended, the Bus Company shall increase its coverage to reflect the limits established by that law.

7. **Force Majeure:** In the event Contractor is unable to provide the transportation services herein specified because of any act of God or nature, civil disturbance, fire, flood, war, governmental action, labor dispute involving District personnel, picketing, strike, or lockout, riot, terrorism, fuel shortage, interruption to power or communication grid, pandemic, or other condition or cause beyond Contractor's control, District shall excuse Contractor from performance under this Contract.

The Bus Company, by signing, warrants that it has reviewed and agrees to all terms incorporated in this Contract and is authorized by law to execute this Contract, intending to be legally bound thereon.

APPROVED:

School District _____

 Title _____
 Date _____

Bus Company – Halo Transportation
Michael Severn
 Title PRESIDENT
 Date 4/18/22

Attachments

Exhibit 1 School Bus Contract Specifications

Exhibit 2 - Transportation Quotation Form Halo

Exhibit 3 – Bus Price Information Sheet Halo

Agreement to Perform Transportation Services

Services Performed for:

Fridley Public Schools
6000 West Moore Lake Drive
Fridley, MN 55432

Services Performed by:

R and D Transportation, Inc
14331 Armstrong Blvd NW
Ramsey, MN 55303

Dates of Contract

The Services shall commence on August 1, 2022 and shall continue through July 31, 2024.

Contract for Services

This contract is entered into by and between Independent School District 14 – Fridley Public Schools (hereinafter "the District") and R and D Transportation, Inc (hereinafter "Bus Company" an Independent contractor for School Transportation Services for students attending school in District 14.

Now, therefore, in consideration of the mutual promise and benefits contained herein, the parties agree as follows:

1. Bus Company Services: Bus Company is an independent contractor and shall:

- a. Provide services and comply with all terms and conditions described in the attached School Bus Contract Specifications, 2022-2024 attached hereto as Exhibit 1 (and incorporate by reference), the Transportation Quotation Form (Alternate #1) attached hereto as Exhibit 2 with agreed changes, the Bus Price Information Sheet, attached here to as Exhibit 3 and the Trip Price Addendum R and D, attached hereto as Exhibit 4.. In the event of any conflict between the provisions of this Contract, and Exhibit 1, this contract shall prevail.

2. Bus Company's Obligations:

- a. Bus Company agrees that Bus Company will not contract for or accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Contract.
- b. Bus Company has obtained all necessary licenses or permits required to provide Bus Company's work under this Contract; and
- c. Bus Company agrees to abide by applicable state and federal laws and the District policies, including but not limited to, the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, Minn. Stat. § 16C.05, subd. 5, and Minn. Stat. § 181.59.

- 3. Term of Contract:** This Contract shall be for the term described above, unless earlier terminated by law or according to the provisions herein. The parties may change the duration of this Contract in accordance with Section IV, E-G of Exhibit 1.

4. Consideration and Terms of Payment:

- a. Bus Company shall provide all services under this Contract to the satisfaction of the Superintendent or its Authorized Agent (hereinafter "Director of Finance") and no payment shall be made for services not performed or performed in a manner not satisfactory to the Superintendent or Director of Finance. For the purposes of this Contract, the Authorized Agent is the Director of Finance.
 - b. The District shall compensate Bus Company in accordance with Exhibit 1 at the rates agreed to in Exhibit 2.
5. **Cancellation:** This Contract may be canceled by the District for cause if Bus Company fails to cure any default after reasonable notice and an opportunity to cure. A default by Bus Company is defined as a material breach of the terms of this Contract. In the event of such cancellation, the Bus Company shall be entitled to any payment due, determined on a pro rata basis, for work or services satisfactorily performed up to the time of the notice of cancellation. Bus Company shall cease to perform services under this Contract upon receipt of notice of cancellation from the District.
6. **Indemnification and Insurance:** Unless waived by the District in writing, the following provisions apply. The District may waive any of the provisions in this paragraph only in cases where Bus Company provides services of a limited nature such as a one- time workshop or training.
- a. Except as provided otherwise expressly in writing, Bus Company and the District each shall be responsible for its own legal representation and costs.
 - b. In accordance with Section V, F of Exhibit 1, Bus Company agrees to indemnify the District and its Agents.
 - c. Bus Company shall, at its own expense, maintain comprehensive general liability insurance in accordance with Section V, D- E of Exhibit 1. In the event the tort liability limits established by Minn. Stat. § 466.04, subd. 1 are amended, the Bus Company shall increase its coverage to reflect the limits established by that law.
7. **Force Majeure:** In the event Contractor is unable to provide the transportation services herein specified because of any act of God or nature, civil disturbance, fire, flood, war, governmental action, labor dispute involving District personnel, picketing, strike, or lockout, riot, terrorism, fuel shortage, interruption to power or communication grid, pandemic, or other condition or cause beyond Contractor's control, District shall excuse Contractor from performance under this Contract.

The Bus Company, by signing, warrants that it has reviewed and agrees to all terms incorporated in this Contract and is authorized by law to execute this Contract, intending to be legally bound thereon.

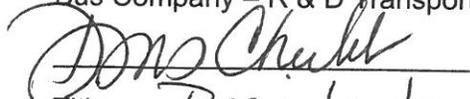
APPROVED:

School District

Title _____

Date _____

Bus Company – R & D Transportation



Title President

Date 4/18/2022

Attachments

Exhibit 1 School Bus Contract Specifications

Exhibit 2 - Transportation Quotation Form

Exhibit 3 – Bus Price Information Sheet

Exhibit 4 – Bus Trip Price Addendum R and D



School Radon Testing Reporting Form

According to Minnesota Statute 123B.571 subd. 3, a school district that has tested its school buildings for the presence of radon shall report the results of its tests to the Department of Health. Please use this form to submit information about the most recent round or cycle of testing conducted for each building.

Instructions

1. Complete one form for each building tested. In this case, a building is defined as an occupied facility with a unique address. This includes administrative buildings.
2. Include this form, raw data (e.g. laboratory report) and a building map.
3. Submit this form when all work is completed for a round of testing. This includes reporting to the school board, and follow-up testing and post-mitigation testing, if applicable.
4. Email information to health.indoorair@state.mn.us.

Contact Information

Name: Fridley School District #14	
Mailing Address: 6000 W. Moore Lake Drive Fridley, MN 55432	
Phone: 763-502-5008	Email: bryan.brown@fridley.k12.mn.us

Initial Radon Testing Information

School Building Name: Fridley Middle School	
School District & District Number: Fridley School District #14	
Building Address: 6100 W. Moore Lake Drive Fridley, MN 55432	
Test Kit Manufacturer: Air Chek Pro Chek	Device Name: short-term radon test
Date of Kit Retrieval (DD/MM/YY): 3/3/22	Length of Test (days): 4
How many rooms were tested? 97	
Does the test period include weekends? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Does the test period include school breaks or holidays? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

SCHOOL RADON TESTING REPORTING FORM

Were all frequently-occupied ground contact rooms tested?¹ Yes No

If no, did you attempt to test all frequently occupied ground contact rooms, meaning test kits were placed in all these rooms? Yes No

How many rooms had results ≥ 4 pCi/L?: 0

Were the results reported at a school board meeting? Yes No

Follow-up Testing, Mitigation, & Post-Mitigation Testing

If one or more rooms tested ≥ 4 pCi/L, please answer the questions below:

How many rooms had follow-up testing?: 0

Number of rooms with follow-up results	≥ 4 pCi/L: 0	< 4 pCi/L: 97
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Of the rooms that had test results ≥ 4 pCi/L, how many rooms were:

mitigated by HVAC balancing or operational changes?: N/A

mitigated by installation of active soil depressurization?: N/A

addressed through other corrective measures?²: N/A

What was the cost of the installation and/or HVAC service work, to mitigate radon? \$ N/A

What is the known or anticipated annual operating cost of mitigation (estimate)? \$ N/A

After radon mitigation, how many rooms were retested?: 0

Post mitigation results (# of rooms)	≥ 4 pCi/L: 0	< 4 pCi/L: 97
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¹ This includes classrooms, offices, break rooms, laboratories, cafeterias, libraries, auditoriums, gymnasiums, etc. It includes rooms on grade and rooms above unoccupied spaces that are in contact with the ground, such as rooms above storage rooms, crawl spaces, tunnels, and boiler rooms. If only a sample or portion of rooms were tested, then respond with 'no'.

² 'Other corrective measures' could include moving staff out of a room and making a room unoccupied or trying to seal radon entry points.

School Radon Testing Reporting Form

According to Minnesota Statute 123B.571 subd. 3, a school district that has tested its school buildings for the presence of radon shall report the results of its tests to the Department of Health. Please use this form to submit information about the most recent round or cycle of testing conducted for each building.

Instructions

1. Complete one form for each building tested. In this case, a building is defined as an occupied facility with a unique address. This includes administrative buildings.
2. Include this form, raw data (e.g. laboratory report) and a building map.
3. Submit this form when all work is completed for a round of testing. This includes reporting to the school board, and follow-up testing and post-mitigation testing, if applicable.
4. Email information to health.indoorair@state.mn.us.

Contact Information

Name: Fridley School District #14	
Mailing Address: 6000 W. Moore Lake Dr. Fridley, MN 55432	
Phone: 763-502-5008	Email: bryan.brown@fridley.k12.mn.us

Initial Radon Testing Information

School Building Name: Fridley Community Center	
School District & District Number: Fridley School District #14	
Building Address: 6085 7th St. NE Fridley, MN 55432	
Test Kit Manufacturer: Air Chek Pro Chek	Device Name: Short-Term Radon Test
Date of Kit Retrieval (DD/MM/YY): 3/3/22	Length of Test (days): 4
How many rooms were tested? 41	
Does the test period include weekends? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Does the test period include school breaks or holidays? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

SCHOOL RADON TESTING REPORTING FORM

Were all frequently-occupied ground contact rooms tested?¹ Yes No

If no, did you attempt to test all frequently occupied ground contact rooms, meaning test kits were placed in all these rooms? Yes No

How many rooms had results ≥ 4 pCi/L?: 0

Were the results reported at a school board meeting? Yes No

Follow-up Testing, Mitigation, & Post-Mitigation Testing

If one or more rooms tested ≥ 4 pCi/L, please answer the questions below:

How many rooms had follow-up testing?: 0

Number of rooms with follow-up results	≥ 4 pCi/L: 0	< 4 pCi/L: 41
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Of the rooms that had test results ≥ 4 pCi/L, how many rooms were:

mitigated by HVAC balancing or operational changes? : N/A

mitigated by installation of active soil depressurization?: N/A

addressed through other corrective measures?²: N/A

What was the cost of the installation and/or HVAC service work, to mitigate radon? \$ N/A

What is the known or anticipated annual operating cost of mitigation (estimate)? \$ N/A

After radon mitigation, how many rooms were retested?: 0

Post mitigation results (# of rooms)	≥ 4 pCi/L: 0	< 4 pCi/L: 41
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¹ This includes classrooms, offices, break rooms, laboratories, cafeterias, libraries, auditoriums, gymnasiums, etc. It includes rooms on grade and rooms above unoccupied spaces that are in contact with the ground, such as rooms above storage rooms, crawl spaces, tunnels, and boiler rooms. If only a sample or portion of rooms were tested, then respond with 'no'.

² 'Other corrective measures' could include moving staff out of a room and making a room unoccupied or trying to seal radon entry points.

Agreement To Provide Special Education and Related Staffing

This Agreement is made and entered into by and between the Northeast Metropolitan Intermediate School District No. 916 ("Northeast Metro 916") and Independent School District No. 14 ("School District") on this 1st day of July 2022, for the purpose of Northeast Metro 916 providing special education and/or related staffing to students enrolled in and receiving educational and related services at the School District.

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

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

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

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

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

I. School District Obligations

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

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

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

II. Northeast Metro 916 Obligations

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

III. Transportation of Students

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

IV. Data Practices

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

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

V. Insurance and Liability

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

VI. Term and Cancellation

This Agreement shall commence on the date indicated below and shall remain in effect through June 30, 2023, unless Northeast Metro and the School District mutually agree to terminate or cancel the Agreement prior to that date by 60 days written notice. Written notices under this Agreement shall be sent to:

For Northeast Metro 916:

Assistant Superintendent of Specialized Services
Northeast Metro 916
2540 East County Road F
White Bear Lake, MN
55110

For The School District:

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

VII. Renewal

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

VIII. Assignment

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

X. Amendments

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

XI. Entire Agreement

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

IN WITNESS WHEREOF, Independent School District No. 14 and Northeast Metropolitan Intermediate School District No. 916 have executed this Agreement this _____ day of _____, 2022.

INDEPENDENT SCHOOL DISTRICT NO. 14

School Board Chairperson Date: _____

Rama Seifut
Director of Special Services Date: 4.8.22

NORTHEAST METROPOLITAN INTERMEDIATE SCHOOL DISTRICT NO. 916

Marilyn Goodberg
School Board Chairperson Date: 4/6/22

Dan Nardic
Assistant Superintendent of Specialized Services Date: 3/29/22