

Business Meeting

Tuesday, May 17, 2022 7:30 PM

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

A. Call to Order, Pledge of Allegiance	Presenter: Ross Meisner
B. Approval of Agenda with Suggested Motions and Resolutions	Presenter: Ross Meisner
B.1. Suggested Motions and Resolutions	
C. Spotlight on Recognition	
C.1. Employee of the Month	Presenter: Dr. Kim Hiel
C.2. 2021-2022 Retirees	Presenter: Dr. Kim Hiel
D. Superintendent and Staff Reports	
D.1. Fridley Middle School Presentation	Presenter: Dr. Amy Cochran
D.2. Fridley High School Presentation	Presenter: Patty Hand
E. Business Action Items	
E.1. RESOLUTION Accepting Gifts	Presenter: Ross Meisner
E.2. Motion: Approval of Tennis Court Reconstruction Bids	Presenter: Dr. Kim Hiel
E.3. Motion: Approval of the 2021-2023 Custodian Master Agreement	Presenter: S. Ike Isaacson
E.4. Motion: 2021-2023 Fridley Association of School Principals Master Agreement	Presenter: S. Ike Isaacson
E.5. Motion: Second Reading and Adoption of Policies	
E.5.a. Policy 509 Enrollment of Nonresident Students	Presenter: Dr. Jason Bodey
E.5.b. Policy 515 Protection and Privacy of Pupil Records	Presenter: S. Ike Isaacson
E.5.c. Policy 530 Immunization Requirements	Presenter: Laura Seifert-Hertling
E.5.d. Policy 534 School Meals	Presenter: Dr. Kim Hiel
E.6. MSBA Policy Technical Revisions - Policy Text Updates	Presenter: Dr. Kim Hiel
E.7. MSBA Policy Technical Revisions - Legal and Cross Reference Updates	
F. Consent Agenda	Presenter: Ross Meisner
F.1. Minutes of the School Board Business Meeting and Work Session Held on April 19, 2022	
F.2. Monthly Financial Reports	
F.3. New Contracts, Amendments, Leaves of Absence, Terminations, Resignations, and Retirements	
F.4. Meal Prices 2022-2023	

G. Reports From School Board Members

G.1. NE Metro 916 Board Meeting held on May 4, 2022 **Presenter:** Avonna Starck

G.2. Association of Metropolitan School Districts (AMSD) Board Meeting held on May 6, 2022 **Presenter:** Ross Meisner

H. Important Future School Board Dates **Presenter:** Ross Meisner

H.1. Kindergarten Social
May 18, 2022 4:30-6:00 PM
Commons Park

H.2. Northwest Suburban Integration School District (NWSISD) Joint Powers Board Meeting
May 18, 2022 at 6:15 PM

H.3. Scholastic Achievement Program
May 19, 2022 at 7 PM
Fridley High School

H.4. R.L. Stevenson Carnival
May 20, 2022 at 5:00 PM
Stevenson Elementary

H.5. Early Bird Choir at FHS Baseball
May 21, 2022 at 11:00 AM
FHS Baseball Fields

H.6. Schools for Equity in Education
May 26, 2022, 9:00 AM
Doubletree - Roseville

H.7. AMSD Board Meeting
May 27, 2022 at 7:00 AM
Quora Education Center

H.8. No School - Memorial Day
May 30, 2022

H.9. NE Metro 916 Board Meeting
June 1, 2022 6:00 PM
Bellaire School

H.10. 64th FHS Commencement Ceremony
June 2, 2022 at 7:00 PM
Bob O'Neill Field

H.11. Fridley Public Schools School Board Work Session
June 7, 2022 at 5:30 PM
Fridley Community Center

H.12. Last Day of School
June 9, 2022

H.13. ALC Graduation
May 26, 2022 at 5:15 PM
Fridley Community Center

H.14. Fridley Public Schools Board Meeting
June 21, 2022
Work Session, 5:30 PM
Open Forum, 7:00 PM
Business Meeting, 7:30 PM
Fridley Community Center

I. Adjournment **Presenter:** Ross Meisner

Tuesday, May 17, 2022
School Board Business Meeting
Motions

A. Call to Order, Pledge of Allegiance

B. Approval of Agenda with Suggested Motions and Resolutions

1. Suggested Motions and Resolutions

Suggested Motion: Motion by _____, seconded by _____ to approve the agenda for May 17, 2022.

C. Spotlight on Recognition

D. Superintendent and Staff Reports

E. Business Action Items

1. RESOLUTION Accepting Gifts

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

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

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

- The following persons donated to **Fridley Middle School**:
 - Greg Stumpf donated a drum set to the Music Program
- The following persons donated to **Fridley ALC** for a total of \$51.80:
 - Michael Servetus Unitarian Society for Social Work/Student Needs

Suggested Motion: Motion by _____, seconded by _____, to accept the gifts and thank the donors for their contributions.

2. Motion: Approval of the Tennis Courts Reconstruction Bids

Suggested Motion: Motion by _____, seconded by _____, to approve the tennis court reconstruction bids.

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

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

4. Motion: Approval of the 2021-2023 Fridley Association of School Principals Master Agreement

Suggested Motion: Motion by _____, seconded by _____, to approve the 2021-2023 Fridley Association of School Principals Master Agreement.

5. Motion: Second Reading and Adoption of Policies

- Policy 509 Enrollment of Nonresident Students
- Policy 515 Protection and Privacy of Pupil Records
- Policy 530 Immunization Requirements
- Policy 534 School Meals

Suggested Motion: Motion by _____, seconded by _____, to approve the Second Reading and Adoption of Policies 509, 515, 530, and 534.

6. Motion: Approval of MSBA Policy Technical Revisions – Policy Text Updates

- Policy 204 School Board Meeting Minutes
- Policy 205 Open Meetings and Closed Meetings
- Policy 208 Development of Policies
- Policy 305 Policy Implementation
- Policy 427 Workload Limits
- Policy 504 Student Dress and Appearance
- Policy 521 Student Disability Nondiscrimination
- Policy 523 Policies Incorporated by Reference

Suggested Motion: Motion by _____, seconded by _____, to approve the Policy Text Updates from the MSBA Policy Technical Revisions.

7. Motion: Approval of MSBA Policy Technical Revisions – Legal and Cross Reference Updates

- Policy 101 Legal Status of School District
- Policy 103 Complaints
- Policy 207 Public Hearings
- Policy 210 Conflict of Interest
- Policy 301 School District Administration
- Policy 302 Superintendent
- Policy 401 Equal Employment Opportunity
- Policy 402 Disability Nondiscrimination
- Policy 419 Tobacco-Free Environment
- Policy 514 Bullying Prohibition
- Policy 516 Student Medication
- Policy 520 Student Surveys

Suggested Motion: Motion by _____, seconded by _____, to approve the Legal and Cross Reference Updates from the MSBA Policy Technical Revisions.

F. Consent Agenda

Suggested Motion: Motion by _____, seconded by _____ to approve the consent agenda of routine action items including minutes of the regular School Board meeting, work session held on April 19, 2022; Monthly Financial Reports; and New Contracts, Amendments, Leaves of Absence, Resignations, Retirements and Terminations; and 2022-2023 Meal Prices

G. Reports from School Board Members

H. Important Future School Board Dates

I. Adjournment

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

Fridley Public Schools Employee of the Month – May 2022

Congratulations to Brianna Ives, our Employee of the Month for May! Brianna Ives is nothing short of amazing. She has transformed our media center into a place where students can come to relax in our new flex seating, use their Chromebook, chat with friends and easily find books. She has put a lot of effort into getting to know our students and building relationships with them to find books that match their interests. She creates displays that highlight different cultures and books from a variety of genres. She has served as the hub of all things technology for students and staff. Students know to visit her with any concerns about their chromebooks and chargers. She makes sure students are always ready to learn. In addition to making sure the media center is student centered and a place they want to be, she also ensures that any materials teachers need are ready to go and the copy room stays fully stocked. She is a valued member of our FMS community, and we are so lucky to have her.

---Dr. Amy Cochran, Principal of Fridley Middle School



Employee of the Month

May 2022

**Employee of the Month for
May 2022:**

Brianna Ives





Fridley Public Schools Retirees

2021 - 2022

Over 135 Years of Service



Rachel Adams
Occupational Therapist



Cheryl Burgess-Burghardt
FHS Art Teacher



Lisa Cortes
FMS EL Teacher



Karla Hoeschen
Occupational Therapist



Over 135 Years of Service

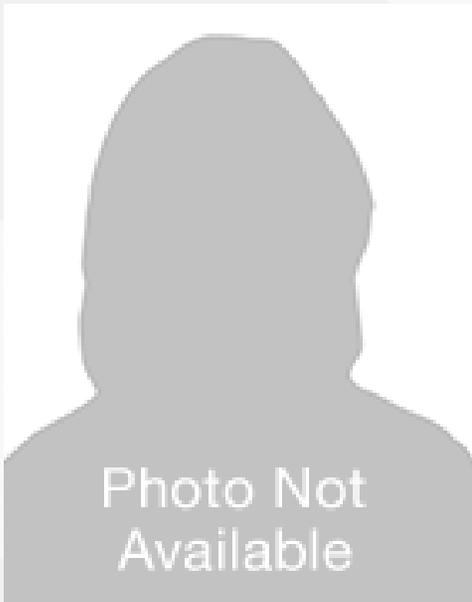


Gail Koshiol
Health Assistant

Diane Polski
FMS Secretary

Dan Roff
Activities Director

Nancy Sandberg
FHS Paraeducator





Everybody Learns Every Day

Highlights Returning Thru Relationships 2021-2022

HS Football Players Visit



- HS football players visit 5th and 6th grade lunches
- Building relationships and connections with our younger students
- Middle School football players attend Varsity Game

Tiger GRIT Assembly



G- Give Respect
R- Responsibility
I- Integrity
T- Think First

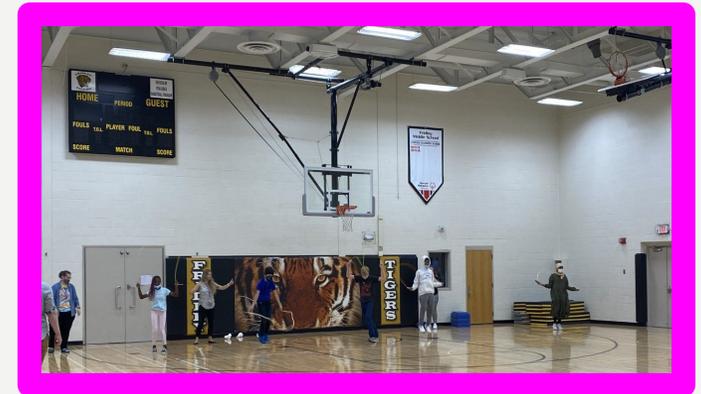


- Introducing Tiger GRIT
- GRIT Store
- Lead 4 Change community service
- Team building games

Tell me about the TIGER GRIT Store...

- Located in the Encore Hallway across from Art!

- Open EVERY morning except Wednesday mornings FROM 7:45 - 7:55 am.



Staff Engagement



MEDALLION HUNTING



- Yard Games
- Grilling
- Medallion Hunt
- Popcorn Treats
- Spirit Wear Days

Polar Plunge



- Included an assembly about inclusion
- 277 Jumpers
- Jumped at 47 Degrees
- Raised \$5509
- Money goes to the special olympics and served as a fundraiser for Tiger GRIT

Staff vs. Student Basketball Game



- Annual event for Tiger GRIT
- Build positive relationships and school culture
- Students cheer on their classmates in a high energy and exciting atmosphere

Willy Wonka Jr.



- 33 students participated in the musical
- Incorporate additional grade levels to increase school-wide participation

6th Grade Retreat



- 2 Day Retreat for 6th Graders focused on
 - Community Building
 - Establishing community norms (Tiger GRIT)
 - Teaching Skills: Empathy & Kindness
 - Teaching Skills: Conflict Resolution
 - Equity-Equality- Understanding different needs

8th Grade Assembly

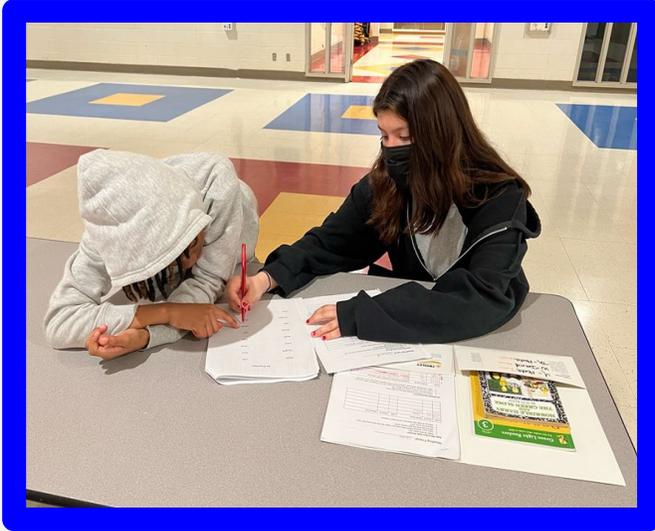


TARGET OUTCOMES

- *Build Upon Our Strong Fridley Community*
- *Prepare For High School*
- *LEARN!*
- *Accept Others Where They're At*
- *Enjoy The Final Two Months of 8th Grade!*

- Presenters included:
 - High school administration
 - High school GSA student group
 - Equity and inclusion specialists
 - High school juniors sharing their experiences

Reading Buddies



- 7th and 8th Grade students in reading classes have been paired with a 5th Grade student as a Reading Buddy each Wednesday they spend time reading together and building connections

Lead 4 Change Chill Week

FMS CHILL WEEK
MAY 16 - 20

MINDFUL MONDAY

MINDFULNESS PRACTICE DECREASES STRESS AND ANXIETY, INCREASES ATTENTION, IMPROVES INTERPERSONAL RELATIONSHIPS, STRENGTHENS COMPASSION, AND CONFERS A HOST OF OTHER BENEFITS.
SCHOOLWIDE MEDITATION AT 8:05 A.M.

TIKTOK TUESDAY

CREATE A MOTIVATIONAL, MINDFUL, AND SCHOOL APPROPRIATE TIKTOK ABOUT WHAT YOU DO FOR SELF CARE. IT IS IMPORTANT TO SURROUND OURSELVES WITH FAMILY AND FRIENDS FOR SUPPORT AND COMFORT IN BOTH TIMES OF JOY AND DISTRESS. STUDIES HAVE SHOWN THAT HAVING SUPPORTIVE RELATIONSHIPS IS A STRONG PROTECTIVE FACTOR AGAINST MENTAL ILLNESSES AND HELPS TO INCREASE OUR MENTAL WELL-BEING.
SHARE YOUR TIKTOK TO MR. ENGLEHARDT AND HE WILL COMPILE THEM INTO ONE FMS VIDEO

WORKOUT WEDNESDAY

THE LEVELS OF CHEMICALS IN THE BRAIN, SUCH AS SEROTONIN, STRESS HORMONES AND ENDORPHINS, CHANGE WHEN YOU EXERCISE. REGULAR EXERCISE CAN HELP YOU SLEEP BETTER. AND GOOD SLEEP HELPS YOU MANAGE YOUR MOOD. EXERCISE CAN IMPROVE YOUR SENSE OF CONTROL, COPING ABILITY AND SELF-ESTEEM.
WHOLE SCHOOL WALK 8:15-8:20 (HALLWAY AROUND ENTIRE SCHOOL)

GREEN THURSDAY

THE GREEN RIBBON IS THE INTERNATIONAL SYMBOL FOR MENTAL HEALTH AWARENESS. WEAR A GREEN RIBBON OR JUST SOMETHING GREEN TO SHOW CLASSMATES, LOVED ONES OR SIMPLY THOSE YOU WALK PAST THAT YOU CARE ABOUT THEIR MENTAL HEALTH. IT CAN ALSO BE WORN IN MEMORY OF A LOVED ONE.
STUDENTS WILL RECEIVE GREEN RIBBONS IN FIRST HOUR CLASSES

EXPRESS YOURSELF FRIDAY

"BE YOURSELF, EVERYONE ELSE IS TAKEN." OSCAR WILDE



Mindful Monday

- 7th and 8th Graders in Lead 4 Change have created a Chill Week to focus on positive mental health
- Whole school activities will take place each day during the week

Lead 4 Change Food Drive



- 5th and 6th Grade Lead 4 Change classes held a food drive
- 480 food items were donated to SACA

Native American Drumming



- A monthly assembly for students brought Spirit Boy Drum and Dance Group to the stage
- Students got to be on stage to participate in a drumming circle



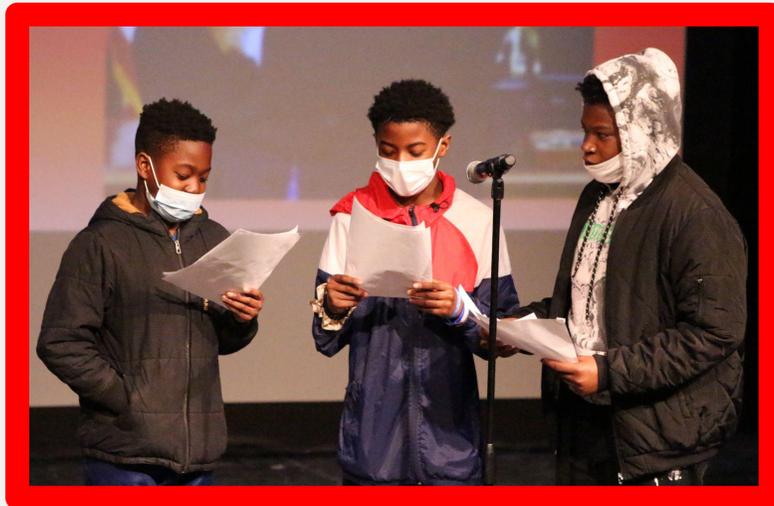
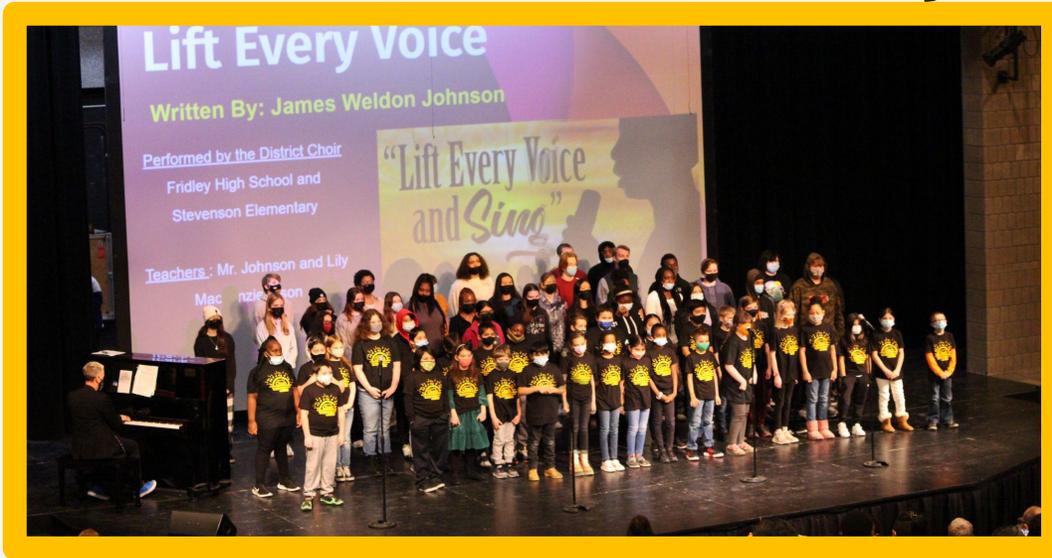
African American Parent Involvement Day



- Parents in each grade level visited during lunchtime to enjoy a meal with their child and visit the school



Black History Month Assembly



- Highlighted and celebrated black history and heritage that included students singing, reciting a play, poems and honoring important historical black figures

Henna



- During Ramadan a henna artist visited for students to have an opportunity to get henna done on their hands.

- Student Speakers:
Sajah Chehber and Amera Husein



Upcoming Events

8th Grade End of the Year Trip
Mississippi River Boat Lunch Cruise



Class T-Shirts



7th Grade MN Zoo Field Trip



Grade Level Big Base Competition



Fridley High School
2021-2022



FRIDLEY
TIGERS

Transitions- Return Through Relationships

Kelly McConville → **Lamii Zarlee**

Chelsie Wood → **Fatima Alnizami**

Fatima Alnizami → **Priyanka Rai**

Transition back to “normal” school- this is the culture of FHS

Two changes to our schedule- Covid and our weather

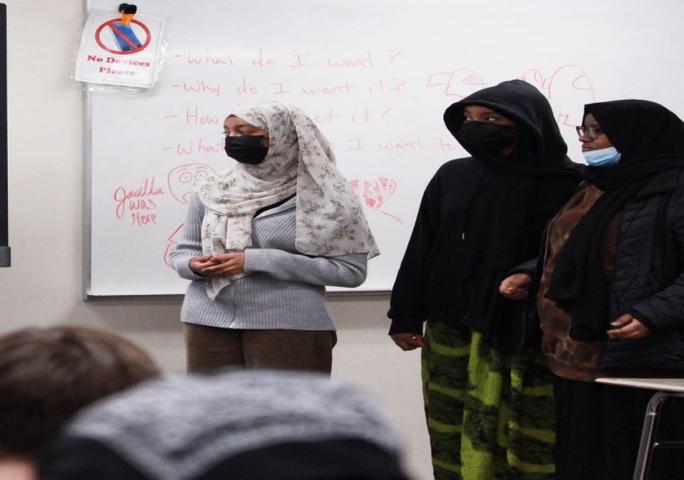
- We can pivot.
- We are resilient.
- We persevere.



Equity Journey

Student Voice

Salam Club



Activities

Hanine Moussa

Iftar Night Celebration

First ever at Fridley High school

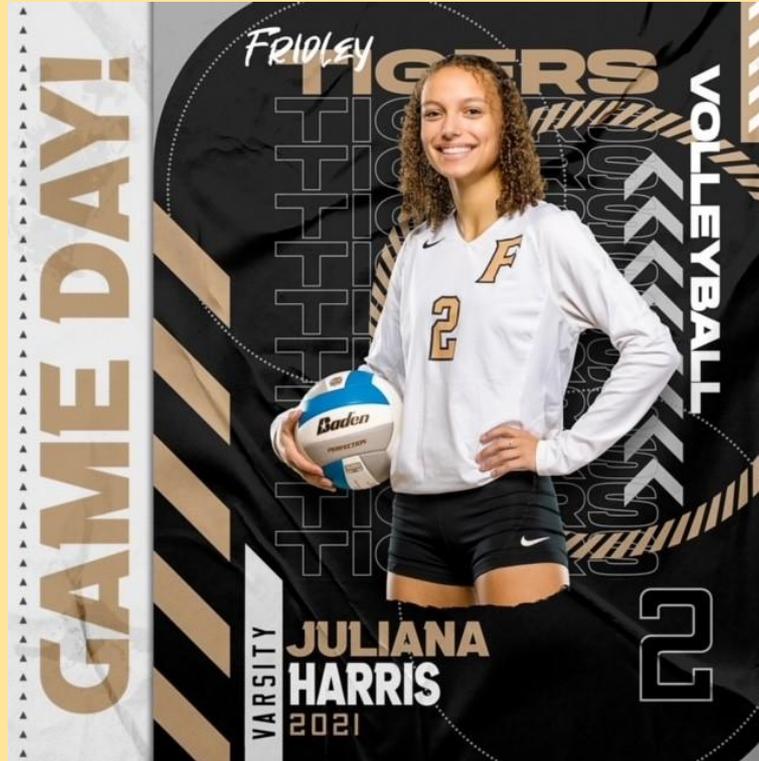


Activities

Juliana Harris

Fridley Athena Award Winner

50th Anniversary of Title IX



Activities

Aaliya Murray

Social Justice Club



Activities

Andy Stevenson

MSHSL AAA Finalist

3rd Fridley Finalist in the
last 3 years!



Thank you for
all of your
support!



RESOLUTION Accepting Gifts

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 - Michael Servetus Unitarian Society for Social Work/Student Needs

DESIGN TREE

engineering + land surveying

May 12, 2022

Fridley School District #14
6000 West Moore Lake Drive NE
Fridley, MN 55432

Regarding: Tennis Court Reconstruction

Dear Chairman and School Board,

On May 12, 2022, 3 bids were opened for the above referenced project. Goodmanson Construction Inc. based out of Minneapolis, Minnesota submitted the low bid for the project. Below is a list of all bids received for the project. All bidders also submitted the required bid bond and responsible contractor forms, which were required.

Company	Bid Amount
Goodmanson Construction, Inc.	\$495,000.00
Bituminous Roadways, Inc.	\$571,950.00
G Urban Companies, Inc.	\$572,000.00

Design Tree has reviewed and evaluated the bids that were submitted for completeness, math errors, the necessary documentation and spoken to the low bidder. Based on the price bid for the project, our evaluation of the bids and the Contractor's experience in working on these types of projects, it is Design Tree's professional opinion that Goodmanson Construction, Inc. is the lowest responsible bidder for the project and our recommendation for the School District to accept the bid and award the contract for the Tennis Court Reconstruction project to Goodmanson Construction, Inc.

The next step in the process, if the School District concurs with our recommendation, is to sign the Notice of Award which will be sent under separate cover. Design Tree will then send the Contracts to Goodmanson Construction, Inc., which will need to be submitted back to Design Tree along with the Payment Bond, Performance Bond and Certificate of Insurance for the project.

After reviewing the above information, if you should have any questions regarding the responses above, please feel free to contact me at (320) 227-0203 or at mjg@dte-ls.com.

Sincerely,

DESIGN TREE ENGINEERING, INC.



Michael Gerber, P.E.

Civil Engineer

Enc: Bid Tabulation

Fridley Independent School District 14
2021-2023 MASTER AGREEMENT
Custodians or Custodian Engineers

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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 Education Minnesota Fridley Custodians AFL-CIO, hereinafter referred to as the Union in compliance with the Public Employment Labor Relations Act of 1971 as amended, mutually agree to the following terms and conditions of employment for the duration of this contract.

Article I Collective Bargaining

The Employer recognizes and shall abide by the principles of collective bargaining as relating to wages, hours of employment and working conditions, and further recognizes the Union as the sole and exclusive bargaining agency for all custodians and custodian-engineer employees except those designated as supervisory or confidential employees.

Article II Adhere to Agreement

The Employer shall not enter into any agreement with custodian or custodian-engineer employees, 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 slow-down of work so long as the terms and provisions of the Agreement are adhered to by the Employer. Neither the Employer nor the Union, its agents, officers, or representatives shall instigate any attempt to breach the Agreement, nor shall the employer at any time instigate a lockout against employees.

Article III Discipline, Discharge, Probationary Period, and Personnel Files

Section 1. Probationary Period

An employee under the provisions of this Agreement shall serve a probationary period of 120 working days of continuous service in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourses to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 2. Completion of Probationary Period, Discharge, Discipline

An employee who has completed the probationary period will have a disciplinary action taken against them 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. Progressive Disciplinary action may include the following:

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

Subd 1. Whenever possible, the District shall discuss with the Custodian(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. Custodians 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 a Custodian requests representation, no action shall be taken with respect to the matter until a representative of the Union is present, provided that the representative is available in a timely manner so as not to delay the action.

Section 3. Probationary Period, Change of Position

In addition to the initial probationary period an employee transferred or promoted to a different position shall serve a new probationary period of thirty (30) working days in any such new position. During this thirty (30) working day probationary period, if it is determined by the School District that the employee's performance in the new position is unsatisfactory, the School District shall have the right to reassign the employee to the former position. The employee has the right to return to his/her former position within thirty (30) working days.

Section 4. Personnel Files

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

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

Subd 2. As provided by law, Custodians 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. Custodians 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. Right to Views

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any custodian or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative or the employer.

Section 6. Anniversary Date

For purposes of determining eligibility for an experience increment wage increase, step advancement, vacation accrual, 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.

Article IV Assignment

Section 1. Basic Work Week

A regular work week shall consist of 5 eight-hour days exclusive of lunch. Authorized overtime is to be paid at the rate of time and one half. The foregoing hours represent the normal work day and shall not be considered a guarantee nor preclude part time employment, according to Federal Fair Labor Standards Act (FLSA).

Section 2. Shifts and Starting Time

All employees will be assigned starting time and shifts as determined by the School District.

Subd. 1. Starting times and shifts will be determined at the beginning and end of the school year. First shift will end no later than 6 p.m. Second shift will end no later than 1 a.m.

Subd. 2. Once a shift is established, at least two (2) weeks' notice shall be given before a change.

Subd. 3. When an employee is absent from work for more than five (5) days, the employee's shift shall be offered to current building custodians in seniority order. A substitute, if any, will be assigned the remaining shift. If a suitable substitute is not available, the shift change will not occur.

Subd. 4. Shifts may be adjusted on non-student contact days with a mutual agreement among the employee, the building principal, and the Director of Building and Grounds.

Section 3. Tuition for Course of Study

With the School District's prior approval, employees shall be reimbursed for the cost of tuition for a course of study in areas related to the employee's job responsibilities under the following conditions:

1. The course requested is related specifically to the employee's job functions;
2. Transcript verifying a "C" grade or above, or a certificate of satisfactory completion if lesser grades are not assigned, is received; and
3. Attendance at a minimum of 90% of the class sessions is verified by the instructor.

Section 4. State of Minnesota Engineer License

Employees in classifications II, III, IV, V and VI, of the wage schedule must have and maintain a State of Minnesota Engineer license not less than 2nd Class C Grade. The School District reserves the discretion to grant a new hire up to two (2) years to obtain licensure under this provision. Failure to maintain licensure will be cause for immediate discharge. It is the responsibility of the employee to obtain and maintain the licensure and for all associated costs.

Section 5. Training

Training and other professional development opportunities in the areas of machinery, equipment operation, licensure and certification including DOT driving certification may be provided for all unit members who desire such training as approved by the district.

Section 6. Workshops Staff Development

The school district will pay for all reasonable employee expenses to employees who are required by the school district to attend workshops, schools or meetings to maintain the necessary skills for the employee's position. Attendance at meetings, conventions, and workshops related to the employee's position will be granted without the loss of pay provided that the time for attendance is approved in advance by the employee's Principal or Director. Any employee may be given the option to attend a workshop of the employee's choosing for self-improvement subject to the building principal's or the appropriate director's approval.

Article V Vacations

Section 1. Eligibility

For employees with less than 1 year of service, as defined by Article III, Section 6, vacation will be earned and allocated to employees on a monthly basis.

If an employee does not complete his/her probationary period, any unused vacation will not be paid out to the employee, and any vacation used during the probationary period will be considered unearned and will be deducted from gross pay on the employee's final paycheck.

Section 2. Earned Vacations

For all employees, except those with less than one (1) year of service, vacation is credited to an employee on the first day of the fiscal year and credited on a prorated basis for part-time employees covered by this collective bargaining agreement.

Employees shall be credited vacation as follows:

- Less than 1 year of service – 4 hours/month
- 1-5 years of service – 80 hours annually
- 6-10 years of service – 120 hours annually
- 11-15 years of services – 160 hours annually
- 16+ years of service – 200 hours annually

Section 3. Request for Vacation Time

Request for vacation shall be submitted at least two weeks prior to use of vacation time. Vacations shall not be granted in less than an eight-hour block of time. However, vacation may be taken, with district approval, in a four-hour block (half day) if coverage for that period of time is not required or a substitute can be obtained. The custodian will submit the online request routed to the Director of Buildings and Grounds for approval. At the point of receiving the notification of the online request, the Director of Buildings and Grounds will approve or disapprove within 5 days of receiving this notification. If an employee has not received an online system response to the vacation request in writing within five days of submitting the request, the request will be deemed to have been granted and the employee will be allowed to take the requested time as vacation. If the Director of Buildings and Grounds is not available within this one-week period, the requests will need to be forwarded to a designee approved by the Director of Buildings and Grounds. The district will provide computer training for vacation requests for all custodians who request it.

Section 4. Holidays that Fall within Vacation Period

Any legal holiday or holidays that fall within an employee's vacation period shall not count as a vacation day.

Section 5. Vacation Pay upon Leaving Employment

Any employee who leaves the employ of the School District during the calendar year for any voluntary reason and gives two-week's notice shall receive up to ten (10) days of earned available vacation pay upon separation. If an employee does not complete their probationary period, any accrued vacation shall be prorated based on days/hours worked in the assignment. Any over-use of vacation time shall be deducted from the employee's last paycheck. Any employee whose employment is terminated will not receive any vacation payout and any overused vacation time will be deducted from the final paycheck.

Section 6. Vacation Accrual

Custodians will be allowed to carryover up to ten (10) days of accrued vacation each fiscal year. All other vacation time must be used during the year in which it is accrued, July 1 through June 30, or it will be forfeited.

Article VI Sick Leave

Section 1. Sick Leave

Subd. 1. A full time employee shall earn sick leave at the rate of 8 hours for each month of service in the employ of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year. Part time employees' sick leave will be prorated based on the employee's hours worked per day up to eight hours.

Subd. 2. Unused sick leave hours may accumulate to an unlimited maximum.

Subd. 3. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to illness of the employee or the employee's minor children, which prevented attendance and performance of duties on that day or days.

Subd. 4. A certificate from a physician may be required whenever an absence for three or more consecutive days occurs.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave hours earned by the employee.

Subd. 6. Sick leave pay shall be approved only upon submission of an absence recorded in the school district online system by the employee.

Subd. 7.
Earned sick leave may be used for illness or injury of relatives pursuant to *MS 181.9413* but must at least include the following individual's brother, sister, mother, father, spouse, child, in-laws, grandparents and grandchildren.

Section 2. Family and Medical Leave

Upon application, employees will be granted up to twelve (12) weeks of unpaid leave consistent with the Federal Family and Medical Leave Act.

Article VII Holidays

Section 1. Eligibility

This Article shall apply to employees who are regularly employed on a twelve (12) month basis and thirty (30) hours week on a regular assignment and shall not apply to employees regularly assigned less than twelve (12) months a year and thirty (30) hours per week.

Section 2. Paid Holidays

Custodians will be paid for nine (9) holidays listed below and four (4) floating holidays days to be taken on any of the following days subject to administrative approval seven (7) calendar days in advance, when school is not in session. Examples of non-school days are educational conventions, day after Thanksgiving, days during Winter Break, days during Spring Break, and District workshops/staff development days. The only exception to the requirements that school not be in session is that the floating holidays may be used for a religious holiday not listed in this section. Employees who fail to take floating holidays on the days listed will forfeit them.

Fourth of July	Christmas Day
Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Christmas Eve Day	Good Friday
Memorial Day	

- New hire employees starting after July 1 and before Thanksgiving will be credited with four (4) floating holidays after completing their probationary period.
- New hire employees starting after Thanksgiving and before Martin Luther King Jr. day will be credited with three (3) floating holidays after completing their probationary period.
- New hire employees starting after Martin Luther King Jr. day and before Presidents' Day will be credited with two (2) floating holidays.
- New hire employees starting after Presidents' Day until June 30th will not be credited with floating holidays until after July 1st.

Subd. 1. Conflicts shall be resolved by seniority within buildings.

Subd. 2. Employees whose normal shift includes work on Saturday or Sunday shall be allowed to take the two floating holidays on Saturday(s) and/or Sunday(s).

Section 3. Weekends

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

Section 4. Eligibility

In order to be eligible for holiday pay, an employee must have worked a regular work day before and after the holiday unless he/she is on approved leave or on vacation under these provisions.

Article VIII Hours of Service

Section 1. Overtime

All overtime will be assigned on an as needed basis. This will be scheduled as determined by the Director of Buildings and Grounds or their designee. Assigned Overtime will be a minimum of two hours and up to a maximum of 8 hours. The assigned overtime shifts will be published via the School District email system a minimum of one month in advance. A minimum notice of 48 hours shall be provided via the School District email system if overtime is cancelled by the Director of Building and Grounds or their designee. Failure to provide 48-hour notice will result in the scheduled employee receiving 2 hours of pay at their regular rate of pay.

Section 2. Minimum Callback:

There shall be a two (2) hour minimum pay for call back at time and one half (1.5x) when an employee must either return after leaving work or is called in on a day off. Two (2) times the regular rate of pay shall be paid for holidays and Sundays.

Section 3. Split Shifts

Split shifts will be assigned, only by mutual agreement between employer and the affected employee, and the exclusive representative shall be notified before any shifts are agreed upon.

Section 4. Two Weeks' Notice

Two weeks' notice shall be required of an employee if he/she wishes to resign. Two weeks' notice shall be given an employee if he/she is to be subject to reduction in force.

Section 5. Inclement Weather

In the event schools are closed due to inclement weather or other emergency closings, custodians will work four hours on that day, and shall receive the regular eight hours pay for the day. If weather conditions during the school closure are deemed hazardous to travel according to the Department of Transportation, 8 hours of vacation/personal leave may be used.

If the inclement weather conditions improve and the employee works the last four hours of their shift, they shall receive the regular eight hours pay for the day. The employee must call the Director of Building and Grounds for approval to work for the last four hours of their shift.

Section 6. Emergency Schedules and Assignments.

In the event of an energy shortage, severe weather, pandemic or other emergency, the School District reserves the right to modify the school day, employee schedules and/or building assignments as the School District shall determine is in the best interests of the school district.

Section 6. Holiday/Sunday Pay

Employees shall be paid two times the rate for hours worked when the employee is required to work on a holiday or on a Sunday (excluding employees regularly scheduled to work on Sundays).

Section 7. Union Meetings

The union shall be allowed up to four all member meetings during the duration of this agreement with a maximum of four hours total for contract proposal development and for contract ratification; the union shall attempt to schedule these meetings on non-student contact days. The meetings may be held during the work day. The exception to this shall be if the ratification occurs in a year other than the year in which the contract expires. The union shall schedule the meetings and inform the Director of Human Resources at least five working days prior to the scheduled meeting.

Article IX Leaves of Absence

Section 1. Personal Leave

Employees may use 24 hours 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, and which would be impossible to fulfill at any other time. 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 stated unless it is of a very private nature. For newly hired members, the personal leave allocation shall be pro-rated based on start date. The revised terms of this section will be effective beginning July 1, 2020.

Section 2. Jury Duty

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

Section 3. Unpaid Leaves of Absences

In the event of a serious illness by an employee covered by this contract whereby accumulated sick leave is entirely used and is unable to return to normal duties because of this illness, the School Board grants a temporary unpaid leave of absence for the balance of said fiscal year. Said temporary leave may be, at the discretion of the Board, further extended by School Board action upon its expiration.

Subd. 1. Credit: An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time he/she went on leave. No further credit shall accrue for the period of time that an employee was on unpaid leave.

Section 4. Supplementation to Workers' Compensation Benefits

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

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

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

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

Section 5. 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.

Section 6. Union Leave

A total of no more than eight (8) hours per year may be used for union business at the discretion of the Union President. The president will approve member use of this time and must consult with the Director of Buildings and Grounds when time off for union business is requested.

Section 7. Child Care Leave

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

Subd. 1. An unpaid child care leave shall be granted by the School District subject to the provisions of this Section and the Family Medical Leave Act. Child care leave shall be granted because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time.

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

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, an employee may elect to utilize sick leave pursuant to the sick leave provisions of this Agreement and the Family Medical Leave Act. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected day of delivery.

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

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

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

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

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

Subd. 8. An employee who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of the Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence of child care leave.

Subd. 9. Provisions of this policy which apply after the birth of a child also apply following the adoption of a child. Up to six (6) weeks may be taken as paid leave, providing the employee has accumulated adequate sick leave. The paid leave shall come from the employee's accumulated sick leave.

Section 8. Aging Parent Leave

Subd. 1. An unpaid aging parent leave shall be granted by the School District subject to the provisions of this section. Aging parent leave shall be granted because of the need to prepare and provide care for an aging parent of the employee for an extended period of time.

Subd. 2. An employee electing aging parent leave shall inform the Superintendent in writing of his/her intention to take this leave as soon as known. The leave shall be approved at the discretion of the Superintendent.

Article X Rates of Pay

Section 1. Wage Schedule -See Attachment A

The classification, hourly wage and differentials in Attachment A, including step advancement shall be a part of this Agreement and will be paid for each hour worked or taken as paid leave by the employee. Upon ratification of this agreement, salary, step advancement and benefits shall be retroactive to July 1, 2021. Retroactive pay and benefits shall apply only to employees employed at the time of ratification.

Section 2. Step Placement

When hired, Custodians may be placed on the wage schedule at the discretion of the School District.

Section 3. Substitute Differential

An employee substituting in a higher classification, will be paid the wages for that classification after the second consecutive day retroactive to the start of the substitute service.

Section 4. Uniforms

Clean, pressed and mended uniforms will be required with color, style, and vendors to be determined at meet and confer with the Union, the Director of Finance, and the Director of Buildings and Grounds. Work shoes, coveralls, or other items that are approved by the Director of Building and Grounds will be considered authorized uniform items. Claims must be submitted prior to October 31 for payment. Uniforms are required year around. Eligibility for this benefit is limited to employees who have completed the probationary period.

Uniform shirts and safety rated clothing/equipment for use in high voltage areas will be provided by the District at no cost to the employees. Pants meeting District specifications should be purchased by the employee with no reimbursement from the District. Qualified non slip shoes shall be worn at all times during the work day except for occasions which require alternate outdoor footwear. A \$300.00 allowance will be paid to the employee on the first paycheck of each fiscal year to purchase qualified non slip shoes.

Section 5. Off-Site Lunch Break

Employees may the leave work site during lunch break provided that the custodian has his/her pager or cell phone on at all times during his/her break and that the employee will immediately return to work if called back to the building. The employee’s time will be recorded using the district approved method when leaving the building for lunch.

Section 6. Job Descriptions

All changes to job descriptions will be reviewed with the Union President.

**Article XI
Insurance**

Section 1. Selection of Carrier

The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Insurance Benefits

Health and Hospitalization Contribution: The School District shall contribute up to the same amount provided for the teachers for all custodians working 80% or more of a full time schedule and who 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.

The district’s contribution toward health insurance shall be:

Single	100% of the Base plan
Employee + 1	81% of the Base plan
Family	74% of the Base plan

Long Term Disability Contribution: The District will provide a long-term disability insurance plan for employees scheduled to work 20 or more hours/week providing a benefit of 70% of basic annual salary in the event of disability caused by sickness or accident. The waiting period for this benefit shall be 60 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 has been made to compensate for the deduction of the Long Term Disability premium.

Life Insurance Contribution: The District will provide a group term life insurance policy on the life of all custodians scheduled to work 20 or more hours/week by the District in the amount of \$50,000. Each custodian may apply for up to \$150,000 of supplemental coverage at their own expense.

Dental Insurance Contribution: The District shall contribute the total premium for individual coverage for all custodians scheduled to work 40 hours/week by the School

District who qualify for and who are enrolled in the School District dental health plan. For custodians working less than 40 hours/week, but more than 20 hours/week, a prorated amount towards premium for individual coverage will be contributed by the District.

Section 3. Claims against the School District

It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 4. Duration of Insurance Contributions

An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District. Upon exhaustion of sick leave or termination of employment, all District contributions shall cease except as stated in Article XVI, Section 9.

Section 5. Eligibility

Benefits provided in this Article are designed for permanent personnel.

Section 6. Continuation of Insurance after Retirement

An employee who retires after age 55 and has fifteen (15) years of service to the District, pursuant to severance pay or qualified for disability retirement at any age may continue participation in the District group medical and group life insurance plans. The employee shall pay the entire premium for such insurance commencing with the date of retirement.

Section 7. IRS 125b Plan

An IRS 125B plan will be made available to custodial employees.

Article XII Reduction in Force

Section 1. Layoff

In the event it is necessary to reduce the work force, the least senior employee shall be first laid off. Employees shall be laid off in accordance with the following:

Subd. 1. Custodian Job Classification: In the case of elimination of a position or reduction in the work force, the employees affected may exercise their seniority by replacing a junior employee within his/her classification if qualified. Employees displaced with no junior employee to displace shall be placed on layoff in accordance with Subd. 2 of this section.

Subd. 2. Recall from Layoff: Employees shall be recalled from layoff based on seniority, the last employee laid off shall be the first employee recalled. Employees shall retain recall rights for a period of two (2) years from the date of layoff. Employees recalled from layoff shall have their earned sick leave and seniority reinstated as of the date of layoff. The

employee shall forfeit these rights if they fail to report for work within fifteen (15) work days.

Subd. 3. Declination of Vacancies: A custodian may decline a vacant position for which the custodian is qualified if the position is not equal in hours or pay to the employee's original position and still retain recall rights.

Subd. 4. Acceptance of Vacancies: A custodian may accept a vacant position for which the custodian is qualified if the position is not equal in hours or pay to the employee's original position and still retain recall rights.

Section 2. Seniority Date

Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement, and upon acquiring seniority, the seniority date shall relate back to the first date of service. If more than one employee commences work on the same day, seniority ranking for such employees shall be determined by the last four digits of their social security number whichever is greater. The seniority list is to be published and posted by October 1. Any person whose name appears on the seniority list shall have 21 days from the date of posting to supply written documentation, proof, and request for change in seniority. Failure to make a timely request for change shall constitute a waiver of the right to challenge the posted list. Upon completion of the challenge period the seniority list may not be challenged until the subsequent year's posting period.

Article XIII Job Postings

Positions which become available shall be posted for a minimum of 5 working days.

1. The applicants whose background and abilities best meet the requirements of the posted position will be called in for an interview by the Director of Buildings and Grounds.

Article XIV Grievance Procedure

In case of a dispute having to do with the interpretation of/or adherence to the terms and/or provisions of the Agreement, the following procedure will be followed:

Step 1. The individual or individuals concerned shall take the matter up with their immediate supervisor (Director of Buildings and Grounds) for settlement within ten (10) scheduled working days. If the parties fail to agree or the immediate supervisor fails to adjust the alleged grievance within ten (10) scheduled working days after the grievance is made, the employee may appeal it to the 2nd step as hereinafter provided.

Step 2. The employee with the representation of the President shall take the matter up with the Director of Human Resources within 10 days after the alleged original occurrence. If the parties fail to agree or the matter has not been adjusted within five days after the grievance has reached the 2nd step, the employee may appeal to the 3rd step as hereinafter provided.

Step 3. The employee with the representation of the President may appeal the grievance to the Superintendent or designee within five (5) scheduled working days after the employee received the written response to Step 2. If the parties fail to agree or the matter has not been adjusted within five (5) days after the grievance has reached Step 3, the employee may appeal to Step 4 as hereinafter provided.

Step 4. A Petition for Mediation will be filed within 20 days with the State of Minnesota, Bureau of Mediation Services to attempt adjustment of the matter between the parties involved. If the Mediator cannot resolve the dispute within a reasonable time, he/she shall in good judgment declare an impasse. If an impasse has been declared the dispute may then be appealed to Step 5 as hereinafter provided.

Step 5. Arbitration Procedures. In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten days following the decision in 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 provision.

Subd. 3. Selection of Arbitrator. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement is reached, either party may request that the Bureau of Mediation Services (BMS) supply a list of arbitrators from which the parties shall strike until a single arbitrator is selected pursuant to Minn. Stat. 179A.21, Subd. 2. The request shall ask that the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information.

a) 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 School Board, the submission of the grievance which shall include the following:

1. The issues involved.
2. Statement of the facts.
3. Position of the grievant.

b) The School Board shall make a similar submission of information to the union within 5 days of the appointment of arbitrator.

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/her 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 XV
I.R.S. Code 403(b)

Section 1. Matching Annuity

Effective no later than July 1, 2001, an eligible Custodian 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 a Custodian to be eligible to participate in the matching annuity plan, the following criteria must be met.

Subd. 1. Custodians working 80 percent or more of a full time schedule shall receive the full contribution.

Section 3. District Contribution

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

Subd. 1. Effective July 1, 2003 the following rate table is to be used to calculate the matching amount for employees. The maximum annual District contribution shall be based on matching an employee's contribution per the following:

	2021-2023
Zero to 1 (one) years in Fridley	\$0
2 (two) to 3 (three) years in Fridley	\$200
4 (four) to 9 (nine) years in Fridley	\$1450
10 (ten) to 14 (fourteen) years in Fridley	\$1550
15 (fifteen) to 19 (nineteen) years in Fridley	\$1650
20 (twenty) + years in Fridley	\$1750

Subd. 2. The District contribution will begin when the employee initiates an eligible investment program. The amount of the District's contribution will not exceed the benefit schedule set out in Subd. 1. above.

Subd. 3. 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. 4. 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. 5. When an employee has an eligible plan in effect, the district's contribution shall be automatic unless the employee requests otherwise.

Subd. 6. All provisions of this Article are subject to applicable code provisions of Minnesota Statutes, Internal Revenue Code Section 403(b), but not subject to the Grievance Procedure at Article XIV.

Subd. 7. A provider from an approved list of investment companies authorized by the District can be selected by the employee to receive the employer match on behalf of the administrator.

Subd. 8. Contributions cannot be retroactive to the previous calendar year.

Subd. 9. The District's maximum lifetime contribution shall be no more than \$50,000.

Subd. 10. After they have accumulated 10 days of vacation leave, custodians may make an irrevocable election for the school district to contribute to the employee's 403(b) account up to 10 days of the annual allocation of vacation leave at step one (1) of employee's band and grade. Members must make this irrevocable election prior to June 1st affecting the following fiscal years' accrual.

Section 4. Judicial Decision

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

Article XVI

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.

Education Minnesota Fridley Custodians
AFL-CIO

As Representing the School Board
School District 14

By 

By _____

By 

By _____

Dated 05/13/2022

Dated 5/17/2022

Attachment A
Wage Schedule 2021-2023
FRIDLEY CUSTODIANS

2021 - 2022					
Step	Custodian	Night Lead	Maint Tech Elem and FCC Head Engineers	Head of Grounds MS Head Engineers	HS Head Engineers
1	16.06	19.35	21.21	23.54	24.23
2	16.61	20.09	21.95	24.43	25.12
3	17.17	20.88	22.73	25.65	26.33
4	17.75	21.69	23.53	26.53	27.19
5	18.36	22.54	24.36	27.45	28.1

2022 - 2023					
Step	Custodian	Night Lead	Maint Tech Elem and FCC Head Engineers	Head of Grounds MS Head Engineers	HS Head Engineers
1	17.06	20.35	22.21	24.54	25.23
2	17.61	21.09	22.95	25.43	26.12
3	18.17	21.88	23.73	26.65	27.33
4	18.75	22.69	24.53	27.53	28.19
5	19.36	23.54	25.36	28.45	29.1

Shift Differential	Amount
2nd Shift	\$0.50

Longevity

Employees shall receive longevity pay recognizing their years of service with the employer on the following basis:

After 10 years	\$0.50 per hour
After 15 years	\$0.55 per hour
After 20 years	\$0.60 per hour
After 25 years	\$0.65 per hour



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MASTER AGREEMENT

**ARTICLE I
PARTIES AND EFFECT**

Section 1. Parties:

This Agreement, entered into between the School Board of Independent School District 14, Fridley, Minnesota, hereinafter referred to as the School Board, and the Fridley Association of School Administrators, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Relations Act as amended, hereinafter referred to as the P.E.L.R.A. as amended, to provide the terms and conditions of employment for administrators during the duration of this Agreement.

Section 2. Effect:

This Agreement constitutes the full and complete agreement between the School Board and the exclusive representative representing the administrators of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Any statement in this Agreement found to be in violation of any valid rule, regulations or order of State and Federal agencies shall be considered null and void.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition:

In accordance with the P.E.L.R.A. as amended, the School Board recognizes Fridley Association of School Administrators as the exclusive representative of Principals and Assistant Principals employed by the School Board of Independent School District 14, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. as amended and as described in the provisions of this Agreement.

**ARTICLE III
DEFINITIONS**

Section 1. Administrator:

In this group master agreement, the term "administrator" shall include any employee who is currently under assignment to work in Fridley School District 14 in the capacity of a Principal or Assistant Principal, who also possesses any Minnesota required administrative licensure for this administrative assignment, whose employment service is more than 50 percent of their time to administrative duties in the capacity of a Principal or Assistant Principal.

Section 2. Terms and Conditions of Employment:

Terms and conditions of employment means the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the

term does not mean educational policies of the School District. The terms in both cases are subject to the provisions of M.S. 179.66 regarding the rights of public employees in the scope of negotiations.

ARTICLE IV SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights:

The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities:

The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligations to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations:

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

ARTICLE V ADMINISTRATOR AND ASSOCIATION RIGHTS

Section 1. Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any administrator or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one; nor shall it be construed to require any administrator to perform labor or services against his/her will.

Section 2. Right to Join:

Administrators shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Administrators in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such administrators with the School Board of such unit.

Section 3. Request for Dues Check-off:

Administrators shall have the right to request and be allowed dues check-off for the administrator organization of their selection provided that the administrator organization has not lost its right to dues check-off pursuant to 179.64 to 179.75 of the P.E.L.R.A. as amended.

Subd. 1. Upon receipt of a properly executed authorization card of the administrator involved, the School District will deduct from the administrator's paycheck the dues that the administrator has agreed to pay to the administrator organization during the period provided in said authorization.

Subd. 2. All administrators who have applied for dues check-off in the Association will automatically have their membership dues deducted in ten monthly installments. Deductions for members employed after the beginning of the school year shall immediately begin and be prorated so as to complete payments in conjunction with other members of the Association.

Subd. 3. The District will promptly remit to the Association treasurer the amount of money deducted each month. With each installment the District will provide to the Association membership chairperson a list of people currently having dues deducted.

Subd. 4. Upon request of the exclusive representative, the Board shall deduct a fair share fee, as determined by the exclusive representative, from the pay of any administrator who is not a member of the exclusive representative in good standing or who does not make application for membership within thirty (30) days from the day of commencement of administrative duties.

Subd. 5. The payroll deduction and submission of dues (full and fair share) pursuant to this Section 3 and its subdivisions are subject to any and all limitations and restrictions under state or federal law.

Section 4. Facilities:

The exclusive representative may use School District facilities for the transaction of Association business provided that this does not interfere with the normal school operation and an application for use of facilities has been submitted through proper channels.

Section 5. Nondiscrimination Against Members:

The School Board will not discriminate against any administrator with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association or collective professional negotiations with the Board or institution of any grievance, complaint or proceeding under this contract. All rights granted to administrators in this Agreement are in addition to those granted elsewhere.

Section 6. Personnel Files:

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

Subd. 1. No written material derogatory of an administrator's conduct, service or character shall be placed in his/her personnel file unless the administrator is given prompt notice.

Subd. 2. As provided by law, M.S. 125.12, Subd. 14, an administrator shall be entitled to submit a written response to any material placed in the administrator's personnel file or to seek expungement of any material through the grievance procedure.

Subd. 3. Administrators shall have the right upon request to review the contents of their personnel file and to receive at their own expense a copy of any documents contained therein.

Section 7. Notification:

Information on new administrator starting salary and number of steps will be communicated to the president of FASA.

**ARTICLE VI
NO STRIKE**

It is agreed that there shall be no strike, lockout or discontinuance of work during the life of this Agreement. In the event of a strike or picketing by any employee organization, administrators shall continue to be available for work notwithstanding any such activity.

**ARTICLE VII
BASIC SCHEDULES AND RATES OF PAY**

Section 1. Work Year/Duty Days:

The work year for each administrator shall be 260/261 days. In computing the value of a duty day for purposes of this Agreement, the total annual compensation shall be divided by the number of work days, less contract holidays and contract vacations.

Section 2. Wages and Salaries:

Personnel newly assigned to the positions covered by this Agreement subsequent to the date hereof shall be compensated by the District at a level commensurate with training and experience. Current personnel shall receive the salaries listed on attached Appendix A for the period of July 1, 2019 to June 30, 2021.

**ARTICLE VIII
INSURANCE PROGRAM**

Section 1. Group Insurance:

The District's contribution toward health insurance shall be the same as the teacher contract.

The District will seek input from the exclusive representative whenever a change in the carrier is necessary.

Section 2. Life Insurance:

The District will provide a group term life insurance policy on the life of all administrators employed by the District in the amount of \$150,000. Administrators who qualify may purchase up to \$100,000 additional insurance.

Section 3. Dental Plan:

The District shall provide the School District single dental plan at full cost for each administrator.

Section 4. Long Term Disability:

The District will provide a long term disability plan for administrators. This plan will provide a benefit of 70% of basic salary to a maximum of \$5,000.00 per month in the event of disability caused by sickness or accident. The waiting period for this benefit shall be sixty (60) calendar days. The premium for the plan will be paid by the administrator through payroll deduction. All administrators must purchase the LTD plan provided by the district.

Section 5. IRS 125B Plan:

The District shall offer a 125B Plan.

**ARTICLE IX
LEAVES OF ABSENCE**

Section 1. Sick Leave:

- A. Administrators shall accrue 120 hours (15 days) of sick leave per contract year. Such leave will be credited on July 1 of the contract year. Earned sick leave may be used for illness or injury of relatives pursuant to Minn. Stat. § 181.9413, but must at least include the following individual's brother, sister, mother, father, spouse, child, in-laws, grandparents and grandchildren. Additional hours may be granted at the discretion of the Superintendent.
- B. Administrators may accrue unlimited sick leave during the term of this Contract. Administrators shall not be paid for any unused, accrued sick leave upon separation from employment with the School District.
- C. If, upon separation of employment from the School District, the administrator has been paid sick leave in an amount that exceeds the pro-rata hours for the contract year, such amount shall be deducted from the Administrators' final paycheck.
- D. The administrator shall comply with all School District policies and procedures regarding the use of sick leave, and may be required to submit a certification from a physician and/or health care provider if a sick leave absence of 3 days or more consecutive hours occurs.

Section 2. Supplementation to Workers' Compensation Benefits

- A. An administrator who is absent from work due to a work-related injury and is receiving workers' compensation benefits may elect, in writing, to supplement workers' compensation benefits by using his/her accrued sick leave and/or vacation leave in order to receive the full amount of his/her normal pay.
- B. If an administrator elects to supplement workers' compensation benefits under Section 2 A, the amount of the administrator's accrued sick leave or vacation leave shall be proportionately reduced in the amount of the supplemental pay. Elections will automatically cease when the administrator's accrued sick leave and vacation leave have been exhausted.

- C. In no event shall an election to supplement workers' compensation benefits from accrued sick leave or vacation leave result in an administrator receiving more than his/her normal daily, weekly or monthly pay.
- D. Administrators must provide the documentation needed to determine the supplemental amount payable from accrued sick leave or vacation leave. Elections pursuant to this Section are valid only during periods in which the administrator is receiving workers' compensation benefits.

Section 3. Vacations:

Each administrator shall accrue one hundred eighty four (184) hours of vacation annually. After completing five (5) years of public service in the Fridley Schools, the administrator shall accrue two hundred (200) hours of vacation annually.

Upon cessation of employment the administrator shall be paid for up to three hundred sixty (360) hours of unused vacation. The rate of pay shall be based on the administrator's daily basic salary rate during the last year of service. (See Article VII, Section 1).

Vacation hours, whether taken during the summer or during the school year are subject to the approval of the administrator's immediate superior and the Superintendent of Schools.

Section 4. Sabbatical Leave:

One year or part of a year may be granted at the discretion of the School Board to members of the professional staff for the purpose of professional advancement, subject to the conditions established by the School Board.

Subd. 1. To be eligible for sabbatical leave, an individual must have been a licensed employee seven (7) full years in the Fridley Public Schools. The proposed program of study or travel must have the approval of the Superintendent.

Subd. 2. Sabbatical leave for study shall be limited to individuals centering their study in their area of major concentration and should not be used for re-training in a new area unless at the request of the Superintendent.

- A. The recipient of a leave is expected to carry a normal course load as determined by the college attended except with approval of the Superintendent, work on a thesis may be substituted by Ph.D. or Specialist candidates.

Subd. 3. Application:

- A. The application must be submitted in writing to the Superintendent prior to January 15 of the school year preceding the school year in which the leave is sought.
- B. The application shall contain a detailed description of the intended activity, including but not limited to, the institution where study will take place, courses and number of credits to be carried, and all other details surrounding the program.

Subd. 4. The number of administrators on sabbatical leave shall be limited in number to one per year of the administrative staff. If the number of requests exceeds the limitation, priority shall be given on the basis of length of service, contribution to the school system, and the equitable distribution of leaves among the various departments of school service.

Subd. 5. The allowance granted to an administrator on sabbatical leave shall be based on 50% of the contract salary of the individual for the school term during which the leave takes place with no maximum limitation. The administrator shall remain eligible to participate in group insurance plans provided by the District.

Subd. 6. An administrator who is granted a sabbatical leave must pledge himself/herself to work in the Fridley Public Schools for one (1) full year following the termination of the leave. If the administrator's service is discontinued for any reason other than the individual's incapacity to work before the expiration of one (1) year, she/he shall pay back to the School Board prorata part of the sabbatical allowance. The administrator will sign a note for the salary she/he receives during his sabbatical leave. This note will be canceled one (1) year after his/her return to the Fridley System.

Subd. 7. Upon expiration of the sabbatical leave, the individual shall have the privilege of returning to the position she/he occupied prior to the leave, with increment added to the salary.

Section 5. Jury Duty:

Subd. 1. All employees shall be granted the additional amount to make up full pay if required to serve on jury duty. The employee must submit the jury duty notification document to human resources prior to entering time off for jury duty. An employee must reimburse the district the full amount earned for the jury duty, less mileage, and provide documentation of the accompanying payment for jury duty.

Section 6. Personal Leave:

Up to sixteen (16) hours may be granted to members of the administrative staff each year when approved by the Superintendent for the purpose of personal leave.

Personal leave will be granted only for the following purposes:

1. Business that cannot be conducted outside of school hours.
2. Court cases or similar legal appearances.
3. Approved religious holidays.
4. Emergency hardship situations.

Section 7. Child Care Leave:

Subd. 1. An unpaid childcare leave shall be granted by the School District subject to the provisions of this Section. Childcare leave shall be granted because of the need to prepare and provide parental care for a child or children of the administrator for an extended period of time.

Subd. 2. An administrator electing childcare leave shall inform the Superintendent in writing of intention to take leave at least three (3) calendar months before commencement of the intended

leave. The commencement of leave shall be advanced to such time as may be necessary to accommodate premature birth.

Subd. 3. If the reason for the childcare leave is occasioned by pregnancy, an administrator may elect to utilize sick leave pursuant to the sick leave provisions of this Agreement. A pregnant administrator will also provide at the time of the leave application, a statement from her physician indicating the expected day of delivery. The duration of such sick leave shall not exceed the period of actual physical inability to work. The definition of disability shall be as reasonably determined by a licensed physician. As a condition of receiving sick leave payments, the administrator may be required to subject to an examination by a physician designated by the District at the District's expense.

Subd. 4. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year, i.e., winter vacation, spring vacation, semester break or quarter break, ending of a grading period, end of the school year, or the like. If it is determined that winter vacation is the natural break, credit for one-half year's service shall be given.

Subd. 5. In making a determination concerning the commencement and duration of a childcare leave, the School Board shall not, in any event, be required to:

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

Subd. 6. An administrator returning from childcare leave shall be re-employed in a position which she/he is licensed unless previously discharged or placed on requested leave.

Subd. 7. Failure of the administrator to return pursuant to the date determined under this Section shall constitute grounds for termination unless the School District and the administrator mutually agree to an extension in the leave.

Subd. 8. The parties agree that the applicable periods of probation for administrators as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate an administrator's performance. The parties agree, therefore, that periods of time for which the administrator is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 9. An administrator who returns from child care leave within the provisions of this Section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The administrator shall not accrue additional experience credit for pay purposes or leave time during the period of absence for childcare leave.

Subd. 10. Provisions of this policy which apply after the birth of a child also apply following the adoption of a child.

Section 8. Aging Parent Leave:

Subd. 1. An unpaid aging parent leave shall be granted by the School District subject to the provisions of this section. Aging parent leave shall be granted because of the need to prepare and provide care for an aging parent of the administrator for a period of time as approved by the Superintendent.

Subd. 2. An administrator electing aging parent leave shall inform the Superintendent in writing of his/her intention to take this leave as soon as known. The leave shall be approved at the discretion of the Superintendent.

Section 9. Bereavement Leave:

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

Section 10. Leadership Days:

Leadership days – Principal can trade off up to 5 days identified as leadership days to compensate for responsibilities associated with providing leadership for evening and additional leadership times outside of the contract. These days can only be taken during any non-student contact days (Outside of scheduled training or District activity days). Documentation must be provided by the Principal to the Superintendent, accounting for the leadership days of compensatory time.

**ARTICLE X
GRIEVANCE PROCEDURE**

Section 1.

A grievance means a dispute or disagreement as to the interpretation or application of any term of this master agreement.

Section 2.

An administrator, a group of administrators, or the School Board may be represented during any step of the grievance procedure by any person or agent designated by such party to act in his/her behalf.

Section 3:

Subd. 1. Reference to days regarding time period in this procedure shall refer to the days Monday through Friday through the calendar year unless they are designated as holidays by State law and school is not in session on such holidays.

Subd. 2. In computing any period of time prescribed herein, the date of the act or event for which the designated period of time begins to run shall not be included. The last day of the period shall be counted.

Subd. 3. The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States Mail Service within the time period.

Subd. 4. Time limits specified in this Agreement may be extended by written agreement between the parties.

Section 4.

Subd. 1. Failure to file a grievance or failure to appeal a grievance from one level to another within the times specified shall be deemed a waiver thereof.

Subd. 2. Failure by the School Board or its representatives to issue a decision within the time periods provided shall constitute a denial of the grievance and the administrator may appeal it to the next level.

Section 5.

In the event that an administrator believes there is a basis for a grievance it shall be resolved in the following manner:

Subd. 1. The administrator shall discuss the alleged grievance with the Superintendent. If this informal discussion does not resolve the grievance the administrator may invoke the formal grievance procedure by filing a written statement with the Superintendent setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought. The filing of this statement shall be completed within twenty (20) days of the occurrence of the grievance. The Superintendent shall give a written decision within ten (10) days of his receipt of the written grievance.

Section 6.

The School Board reserves the right to review any decision issued under this procedure provided the School Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this Section, the School Board reserves the right to reverse or modify such decision.

Section 7.

In the event that the administrator and the School Board are unable to resolve any grievance, the grievance may be submitted to binding arbitration as defined herein:

Subd. 1. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision.

Subd. 2. 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. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the P.E.R.B. to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such request is made within twenty (20) days after for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator and the failure to request an arbitrator from the P.E.R.B. within the time period provided herein shall constitute a waiver of the grievance.

Subd. 4. 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 proceeding before the arbitrator shall be a hearing denovo.

Subd. 5. The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A. as amended.

Subd. 6. 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 to 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, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. The cost of a transcript will be borne by the requesting party.

Subd. 7. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel file of the administrator filing the grievance.

ARTICLE XI POSITION CHANGES

Section 1. Transfer:

A transfer of personnel from one administrative position to another administrative position in the District shall be considered on the basis of meeting the educational needs or objectives of the School District as interpreted by the Superintendent. In all cases where transfers are effected, the administrator involved may meet with the Superintendent to reach a full understanding of why the transfer is being made.

An administrator may request a transfer from an administrative position to a teaching position and if approved, will assume salary schedule placement for such a teaching position which recognizes total district and entrance level experience and training. Seniority as a teacher will be based on total District experience. Accumulated sick leave will be retained by the individual. Other contractual rights as an administrator will be forfeited.

Section 2. Discontinuance of Position:

In the event an administrative position is eliminated or reduced, full-time administrators affected by such may be reassigned to other administrative positions at the same or lower level for which they are qualified. In the event an administrative position is eliminated, and if the administrator does not qualify for any existing administrative position, she/he shall be assigned to a teaching position for which he/she is qualified by seniority and training. Seniority as a teacher will be based on total district experience. Other contractual rights as an administrator will be forfeited.

Section 3. Seniority:

Shall be based upon continuous and unbroken employment in the FASA bargaining unit from the first day of actual service after signing an administrator contract.

**ARTICLE XII
MISCELLANEOUS**

Section 1. Holidays:

Administrators shall receive twelve (12) holidays for each year as follows:

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

The above holidays, when falling on Sunday, shall be observed on the following Monday, and those falling on Saturday, the preceding Friday.

Section 2. Professional Dues:

The School District will pay professional dues (local, state and national) for each administrator up to a limit of \$1,000.00 per year.

Section 3. Professional Development:

Allow building administrators to allocate \$800 per year to a building fund with a maximum of \$1,600 for the purpose of allowing the administrator to attend a national professional conference or a local professional conference.

Section 4. Expenses:

Actual expenses incurred on District business will be reimbursed as approved by the Superintendent, with automobile mileage reimbursed at a rate to be paid at IRS standard allowance.

Section 5. Other Salary Options for Mileage within the Seven County Metropolitan Area:

Administrators shall receive, as designated below, a flat yearly fee for mileage in the seven county metropolitan area.

Administrators shall be given the following option:

1. To receive the contracted amount below, or
2. To be reimbursed for actual mileage in the 7 county metropolitan area, through submission of expense vouchers on not more than a quarterly basis, for expenses up to, but not exceeding, the contract amount. Vouchers shall contain documentation meeting IRS regulation guidelines.

No combination of options is available. The selection of option shall be made prior to July 1 of each year on a form to be provided.

Position	Mileage
Elementary Principal Middle School Principal ALC Principal Asst. Middle School Principal	\$ 800/year
High School Principal Asst. High School Principal	\$1000/year

Section 6. Other Salary Options for Cell Phone:

Administrators shall be given the following options:

1. Administrator may choose to receive the contracted amount of \$75/Month (\$900/Year) for the purpose of a cell phone. If this option is chosen, the administrator must provide the district with a cell phone number, or
2. District will provide a cell phone for the administrator.

No combination of options is available. The administrator may change their selection for the subsequent year by submitting their request for a change in election in writing to the Human Resources Coordinator prior to May 1 for subsequent years.

ARTICLE XIII
I.R.C. § 403(b)

Section 1. Matching Annuity:

An eligible administrator 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 administrator to be eligible to participate in the matching annuity plan, the following criteria must be met.

Subd. 1. The work schedule must equal or exceed fifty (50) percent or more of a full time schedule. Contributions under this Article for a part time administrator working from 50-79% of a full time schedule shall be pro-rated in the same ration as the administrator's contract bears to a full time contract. Administrators working 80 percent or more of a full time schedule shall receive the full contribution.

Section 3. District Contribution:

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

Subd. 1. The District will match the employee's contribution up to three and a half percent (3.5%) of their basic salary.

Subd. 2. The District contribution will begin when the employee initiates an eligible investment program.

Subd. 3. An employee may elect to contribute to the selected program more than the district match does. This Article only defines the limits of the district's participation in the selected program.

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

Subd. 6. All provisions of this Article are subject to applicable code provisions of Minnesota Statutes, Internal Revenue Code Section 403(b). This article will not be subject to the Grievance Procedure.

Subd. 7. Employee may chose from a list of approved vendors to receive the employer match.

Subd. 8. Contributions cannot be retroactive to the previous calendar year.

Subd. 9. Administrators may, after they have accumulated three hundred twenty (320) hours of sick leave, make an irrevocable election to convert up to 80 hours annually at the rate of \$37.50 per hour to their 403(b) account. Notification must be made prior to June 1st affecting the next year's allocation. The administrator must have an active 403(b) in place.

Administrators may, after accumulating 240 hours of vacation leave, make an irrevocable election to convert up to 80 hours annually at the rate of \$37.50 per hour to their 403(b) account. Notification must be made prior to June 1st affecting the next year's allocation. The administrator must have an active 403(b) account in place.

**ARTICLE XIV
MEDICAL INSURANCE OPTIONS AFTER RETIREMENT**

After a written resignation is accepted by the School District for an administrator who has; ten (10) years or more of service in the Fridley Public Schools, and is at least 55 years of age, the administrator shall be eligible for the benefits in this section as described below.

Subd 1. An administrator who retires pursuant to this Article shall be eligible to continue participation in the District's group medical hospitalization insurance plan. Retirement is defined as drawing state pension benefits or being at an age with sufficient service requirements to qualify for the pension benefits.

Subd 2. The District will pay the full cost of single or employee plus one (whichever plan the employee was enrolled in at the time of retirement) coverage for such insurance up to a limit of \$6,480 per year.

Subd 3. The administrator's right to continue participation in such group insurance, however, will be discontinued upon the administrator reaching eligibility age of FICA/Medicare. In the event that the retired administrator dies prior to the age of Medicare, it shall be the option of the administrator's spouse to continue single medical coverage under the district group plan. It is the responsibility of the spouse to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance, on such dates as determined by the School District.

Subd 4. The administrator may participate in all other insurance programs (such as life insurance, dental insurance, etc.) of the District on a self-pay basis subject in each case to the approval and terms of the insurance carrier. The District shall not pay any part of the premium costs for these plans. It is the responsibility of such an administrator to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance and on such dates as determined by the School District.

**ARTICLE XV
RETROACTIVITY AND CONSTITUTIONALITY**

Section 1. Terms and Conditions:

Terms and conditions of this contract shall be retroactive to the date each employee began work on the 2021-2023 school year contract.

Section 2. Constitutionality:

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

**ARTICLE XVI
DURATION**

Section 1. Terms and Reopening Negotiations:

This Agreement shall remain in full force and effect for a period commencing on July 1, 2021, through June 30, 2023, and thereafter until modifications are made pursuant to the P.E.L.R.A. as amended. If either party desires to modify or amend this Agreement commencing on July 1, 2021 it shall give written notice of such intent no later than May 1, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than one hundred twenty (120) days prior to the expiration of this Agreement.

Section 2. Finality:

Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 3. Severability:

The provisions of this Agreement shall be severable and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof. In such event the parties shall, upon the written request of either party, enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

FOR FRIDLEY SCHOOL ADMINISTRATORS

**FOR INDEPENDENT SCHOOL
DISTRICT 14**

Patty Hand

Patty Hand, Administrator Negotiator

Ross Meissner, School Board Chair

Amy Cochran

Amy Cochran, Administrator Negotiator

Jake Karnopp, School Board Clerk

**APPENDIX A
BASIC SCHEDULES AND RATES OF PAY
2021-2022, 2022-2023**

2021-2022	HS Principal	MS Principal	Elementary Principal	ALC Principal	HS Assistant Principal	MS Assistant Principal
Step 1	\$131,896	\$127,644	\$123,387	\$117,864	\$112,447	\$111,391
Step 2	\$135,225	\$130,902	\$126,530	\$120,877	\$115,310	\$114,225
Step 3	\$138,646	\$134,159	\$129,668	\$123,905	\$118,173	\$117,061
Step 4	\$142,024	\$137,417	\$132,808	\$126,906	\$121,039	\$119,896
Step 5	\$145,402	\$140,674	\$135,949	\$129,922	\$123,905	\$122,733
Step 6	\$145,402	\$140,674	\$135,949	\$129,922	\$123,905	\$122,733
Step 7	\$145,402	\$140,674	\$135,949	\$129,922	\$123,905	\$122,733
Step 8	\$145,402	\$140,674	\$135,949	\$129,922	\$123,905	\$122,733
Step 9	\$148,402	\$143,674	\$138,949	\$132,922	\$126,905	\$125,733

*Step 9 is figured by taking Step 5 and adding \$3,000

2022-2023	HS Principal	MS Principal	Elementary Principal	ALC Principal	HS Assistant Principal	MS Assistant Principal
Step 1	\$136,512	\$132,112	\$127,706	\$121,989	\$116,383	\$115,290
Step 2	\$139,958	\$135,484	\$130,959	\$125,108	\$119,346	\$118,223
Step 3	\$143,499	\$138,855	\$134,206	\$128,242	\$122,309	\$121,158
Step 4	\$146,995	\$142,227	\$137,456	\$131,348	\$125,275	\$124,092
Step 5	\$150,491	\$145,598	\$140,707	\$134,469	\$128,242	\$127,029
Step 6	\$150,491	\$145,598	\$140,707	\$134,469	\$128,242	\$127,029
Step 7	\$150,491	\$145,598	\$140,707	\$134,469	\$128,242	\$127,029
Step 8	\$150,491	\$145,598	\$140,707	\$134,469	\$128,242	\$127,029
Step 9	\$153,491	\$148,598	\$143,707	\$137,469	\$131,242	\$130,029

*Step 9 is figured by taking Step 5 and adding \$3,000



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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 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



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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
Grade 5	26-30
Grades 6-8	30-34
Grades 9-12	31-35

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

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

D. **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. 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. 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, 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.
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



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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
Revised March 12, 2013
Revised September 17, 2013
Revised June 21, 2016
Revised July 18, 2017
Revised May 17, 2022



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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 online.

III. Definitions

- 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.
- 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 automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voice prints, DNA sequence, facial characteristics, and handwriting).
- 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.
- D. "Directory Information" means information contained in an education record of a student 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.

E. "Education Records"

1. "Education records" means those records that are: (1) directly related to a student; and (2) 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. 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

- 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 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, 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 after an individual is no longer a student at the school district.
 - f. Grades on peer-related papers before the papers are collected and recorded by a teacher.
- F. “Eligible Student” means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.
- G. “Juvenile Justice System” includes criminal justice agencies and the judiciary when involved in juvenile justice activities.
- 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;
 - 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.
- 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.
- 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.

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.

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.

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.

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.

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.

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;



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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. Students With a Disability

The school district shall follow 34 C.F.R. §§ 300.610-300.617 with regard to the 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, school districts, or post-secondary educational institutions in which the student seeks 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 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, 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 statutes 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



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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;
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.



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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 Statutes 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.

Regardless of whether a written report is made under Minnesota Statutes Chapter 260E, 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 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 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.
 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 Redislosure

A. Redislosure

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



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section may use the information, but only for the purposes for which the disclosure was made.

B. RedisDisclosure 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 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 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 that indicates:
 - a. the parties who have requested or received personally identifiable information from the education records of the student;
 - 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 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	Ike Isaacson	Director of Human Resources	6000 West Moore Lake Drive, Fridley, MN 55432	763-502-5045
Student Cumulative File & Student Disciplinary Records	Dr. Jason Bodey	Director of 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, U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Avenue, S.W., Washington, D.C. 20202-8520.

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



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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.

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 (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, subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
- Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
- Minn. Stat. § 363A.42 (Public Records; Accessibility)
- 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)



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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, 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 School Law Bulletin “I” (School Records – Privacy – Access to Data)

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
Revised March 18, 2014
Revised February 16, 2016
Revised January 15, 2019
Revised May 17, 2022



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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"), 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 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.
- 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.

- 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 superintendent of the school district by October 1 the first year of their home schooling in Minnesota and the grade 7 year.
- 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.
- 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.
- 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 signed medical statement 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. 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

- 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.
- 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. Other



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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 Education 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
Revised May 17, 2022



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



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- 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

School Board Action:

Adopted as Policy 534 on May 17, 2022

204 School Board Meeting Minutes

I. Purpose

The purpose of this policy is to establish procedures relating to the maintenance of records of the School Board and the publication of the official proceedings of the School Board.

II. General Statement of Policy

It is the policy of the school district to maintain its records so that they will be available for inspection by members of the general public and to provide for the publication of its official proceedings in compliance with law.

III. Maintenance of Minutes and Records

- A. The clerk, or school employee as designee, shall keep and maintain permanent records of the School Board, including records of the minutes of School Board meetings and other required records of the School Board. All votes taken at meetings required to be open to the public pursuant to the Minnesota Open Meeting Law ~~shall~~ must be recorded in a journal or minutes kept for that purpose. Public records maintained by the school district ~~shall~~ must be available for inspection by members of the public during the regular business hours of the school district. Minutes of meetings shall be available for inspection at the administrative offices of the school district after they have been prepared. Minutes of a School Board meeting shall be approved or modified by the School Board at a subsequent meeting, which action shall be reflected in the official proceedings of that subsequent meeting.
- B. Recordings of Closed Meetings
1. All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded at the school district's expense ~~of the school district~~. Recordings of closed meetings shall be made separately from the recordings of an open meeting, to the extent such meetings are recorded. If a meeting is closed to discuss more than one (1) matter, each matter shall be separately recorded.
 2. Recordings of closed meetings shall be preserved by the school district for the following time periods:
 - a) Meetings closed to discuss labor negotiations strategy shall be preserved for two (2) years after the contract is signed.

- b) Meetings closed to discuss security matters shall be preserved for at least four (4) years.
 - c) Meetings closed to discuss the purchase or sale of property shall be preserved for at least eight (8) years after the date of the meeting.
 - d) All other closed meetings shall be preserved by the school district for at least three (3) years after the date of the meeting.
 - e) Following the expiration of the above time periods, recordings of closed meetings shall be maintained as set forth in the school district's Records Retention Schedule.
3. Recordings of closed meetings shall be classified by the school district as protected non-public data that is not accessible by the public or any subject of the data, with the following exceptions:
- a) Recordings of labor negotiations strategy meetings shall be classified as public data and made available to the public after all labor contracts are signed by the school district for the current budget period.
 - b) Recordings of meetings related to the purchase or sale of property shall be classified as public data and made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school district has abandoned the purchase or sale.
 - c) Recordings of any other closed meetings shall be classified and/or released as required by court order.
4. Recordings of closed meetings shall be maintained separately from recordings of open meetings, to the extent recordings of open meetings are maintained by the school district, with the exception of recordings that have been classified as public data as set forth in Section III.B.3. above. Recordings of closed meetings classified as non-public data also shall be maintained in a secure location, separate from recordings classified as public data.
5. Recordings of closed meetings shall be maintained in a manner to easily identify the data classification of the recording. The recordings shall be identified with at least the following information:
- a) The date of the closed meeting;

- b) The basis upon which the meeting was closed (i.e.: labor negotiations strategy, purchase or sale of real property, educational data, etc.); and
 - c) The classification of the data.
6. Recordings of closed meetings related to labor negotiations strategy and the purchase or sale of property shall be maintained and monitored in a manner that reclassifies the recording as public upon the occurrence of an event reclassifying that data as set forth in Section III.B.3. above.

IV. Publication of Official Proceedings

- A. The School Board shall cause its official proceedings to be published once in the official newspaper of the school district within thirty (30) days of the meeting at which the proceedings occurred; however, if the School Board conducts regular meetings not more than once every thirty (30) days, the School Board need not publish the minutes until ten (10) days after they have been approved by the School Board.
- B. The proceedings to be published shall be sufficiently full to fairly set forth the proceedings. They must include the substance of all official actions taken by the School Board at any regular or special meeting, and at minimum must include the subject matter of a motion, the persons making and seconding the motion, a listing of how each member present voted on the motion, the character of resolutions offered including a brief description of their subject matter and whether adopted or defeated. The minutes and permanent records of the School Board may include more detail than is required to be published with the official proceedings. If the proceedings have not yet been approved by the School Board, the proceedings to be published may reflect that fact.
- C. The proceedings to be published may be a summary of the essential elements of the proceedings, and/or of resolutions and other official actions of the School Board. Such a summary shall be written in a clear and coherent manner and shall, to the extent possible, avoid the use of technical or legal terms not generally familiar to the public. When a summary is published, the publication shall clearly indicate that the published material is only a summary and that the full text is available for public inspection at the administrative offices of the school district and that a copy of the proceedings, other than attachments to the minutes, is available without cost at the offices of the school district or by means of standard or electronic mail.

Legal references:

Minn. Stat. § 13D.01, Subds. 4-6 (Open Meeting Law)

Minn. Stat. § 123B.09, Subd. 10 (Publishing Proceedings)



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Minn. Stat. § 123B.14, Subd. 7 (Record of Meetings)

Minn. Stat. 331A.01 (definition)

Minn. Stat. § 331A.05, Subd. 8 (Notice Regarding Published Summaries)

Minn. Stat. § 331A.08, Subd. 3 (Publication of Proceedings)

Op. Atty. Gen. 161-a-20, December 17, 1970;

Ketterer v. Independent School District No. 1, 248 Minn. 212, 79 N.W. 2d 428 (1956).

Cross References:

MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)

MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties

School Board Action:

Revised as Policy 4.402 October 21, 1980

Revised as Policy 204 Maintenance of Records and Publication of Proceedings December 21, 1999

Revised as Policy 204 School Board Minutes December 16, 2008

Revised May 17, 2022



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205 OPEN MEETINGS AND CLOSED MEETINGS

I. PURPOSE

- A. The School Board embraces ~~the philosophy of openness~~ accountability and transparency in the conduct of its business, in the belief that openness produces better programs, more efficient ~~ty in~~ administration of programs, and an organization more responsive to public interest and less susceptible to private interest. The School Board shall conduct its business under a presumption of openness. At the same time, the School Board recognizes and respects the privacy rights of individuals as provided by law. The School Board also recognizes that there are certain exceptions to the Minnesota Open Meeting Law as recognized in statute where it has been determined that, in limited circumstances, the public interest is best served by closing a meeting of the School Board.
- B. The purpose of this policy is to provide guidelines to assure the rights of the public to be present at School Board meetings, while also protecting ~~the an~~ individual's rights to privacy under law, and to close meetings when the public interest so requires as recognized by law.

II. GENERAL STATEMENT OF POLICY

- A. Except as otherwise expressly provided by statute, all meetings of the School Board, including executive sessions, shall be open to the public.
- B. Meetings shall be closed only when expressly authorized by law.

III. DEFINITION

“Meeting” means a gathering of at least a quorum ~~or more of~~ school board members ~~of the School Board~~, or quorum of a committee or subcommittee of School Board members, at which members discuss, decide, or receive information as a group on issues relating to the official business of the School Board. The term does not include a chance or social gathering or the use of social media by members of a public body so long as the social media use is limited to exchanges with all members of the general public. For purposes of the Open Meeting Law, social media does not include email.

IV. PROCEDURES

- A. Meetings

1. Regular Meetings

A schedule of the regular meetings of the School Board shall be kept on file at ~~its primary~~the school district offices. If the School Board decides to hold a regular meeting at a time or place different from the time or place stated in its regular meeting schedule, it shall give the same notice of the meeting as for a special meeting.

2. Special Meetings

a. For a special meeting, the School Board shall post written notice of the date, time, place, and purpose of the meeting on the principal bulletin board of the school district in the main entrance or on the door of the School Board's usual meeting room if there is no principal bulletin board. The School Board's actions at the special meeting are limited to those topics included in the notice.

b. The notice shall also be mailed or otherwise delivered to each person who has filed a written request for notice of special meetings. This notice shall be posted and mailed or delivered at least three days before the date of the meeting.

c. ~~This notice shall be posted and mailed or delivered at least three days before the date of the meeting.~~—As an alternative to mailing or otherwise delivering notice to persons who have filed a written request, the School Board may publish the notice once, at least three days before the meeting, in the official newspaper of the school district or, if none, in a qualified newspaper of general circulation within the area of the school district.

d. A person filing a request for notice of special meetings may limit the request to particular subjects, in which case the School Board is required to send notice to that person only concerning those particular subjects.

e. The School Board will establish an expiration date on requests for notice of special meetings and require re-filing once each year. Not more than sixty (60) days before the expiration date of request for notice, the School Board shall send notice of the re-filing requirement to each person who filed during the preceding year.

3. Emergency Meetings

- a. An emergency meeting is a special meeting called because of circumstances that, in the school board's judgment ~~of the School Board~~, require immediate consideration.
 - b. If matters not directly related to the emergency are discussed or acted upon, the minutes of the meeting shall include a specific description of those matters.
 - c. The School Board shall make good faith efforts to provide notice of the emergency meeting to each news medium that has filed a written request for notice if the request includes the news medium's telephone number.
 - d. Notice of the emergency meeting shall be given by telephone or any other method used to notify the members of the School Board.
 - e. Notice shall be provided to each news medium which has filed a written request for notice as soon as reasonably practicable after notice has been given to the School Board members.
 - f. Notice shall include the subject of the meeting.
 - g. Posted or published notice of an emergency meeting shall not be required.
 - h. The notice requirements for an emergency meeting as set forth in this policy shall supersede any other statutory notice requirement for a special meeting that is an emergency meeting.
4. Recessed or Continued Meetings
- If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.
5. Closed Meetings
- The notice requirements of the Minnesota Open Meeting Law apply to closed meetings.
6. Actual Notice

If a person receives actual notice of a meeting of the School Board at least twenty-four (24) hours before the meeting, all notice requirements are satisfied with respect to that person, regardless of the method of receipt of notice.

7. Health Meetings during Pandemic or Declared Chapter 12 Emergency

In the event of a health pandemic or an emergency declared under Minnesota State Statute, a meeting may be conducted by telephone or ~~other electronic means~~ interactive technology in compliance with Minnesota State Statute.

8. Meetings ~~Conducted~~ by Interactive Technology

A meeting may be conducted by interactive technology, Zoom, Skype, or other similar electronic means in compliance with Minn. Stat. §13D.02.

B. Votes

The votes of School Board members shall be recorded in a journal pr omites kept for that purpose, ~~and the~~ journal or any minutes used to record votes of a meeting shall be available must be open to the public during all normal business hours at the school district's administrative offices ~~of the school district~~.

C. Written Materials

1. In any open meeting, a copy of any printed materials, including electronic communications, relating to the agenda items of the meeting prepared or distributed by or at the direction of the School Board or its employees and distributed to or available to all School Board members shall be available in the meeting room for inspection by the public while the School Board considers their subject matter.

2. This provision does not apply to materials not classified by law as public, or to materials relating to the agenda items of a closed meeting.

D. Open Meetings and Data

1. Meetings may not be closed ~~merely because the~~ to discuss data ~~to be that discussed~~ are not public data, except as provided under Minnesota law.

2. Data that are not public data may be discussed at an open meeting if the disclosure relates to a matter within the scope of the School Board's

authority and is reasonably necessary to conduct the business or agenda item before the School Board.

3. Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.

E. Closed Meetings

1. Labor Negotiations Strategy

- a. The School Board may, by a majority vote in a public meeting, decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to Minnesota's Public Employment Labor Relations Act (PELRA).
- b. The time and place of the closed meeting shall be announced at the public meeting.
 - e. A written roll of School Board members and all other persons present at the closed meeting shall be made available to the public after the closed meeting.
 - d. The proceedings of a closed meeting to discuss negotiation strategies shall be tape recorded, and the tape recording shall be preserved for two years after the contract discussed at the meeting is signed. The recording shall be made available to the public after all labor contracts are signed by the School Board for the current budget period.

2. Sessions Closed by Bureau of Mediation Services

All negotiations, mediation meetingsessions, and hearings between the School Board and its employees or their respective representatives are public meetings. Mediation meetings may be except when closed by the Commissioner of the Bureau of Mediation Services (BMS). The use of recording devices, stenographic records, or other recording methods are prohibited in mediation meetings closed by the BMS.

3. Preliminary Consideration of Allegations or Charges

- a. — The School Board shall close one or more meetings for preliminary consideration of allegations or charges against an individual subject to its authority.

b. If the School Board members conclude that discipline of any nature may be warranted as a result of those specific charges or allegations, further meetings or hearings relating to those specific charges or allegations held after that conclusion is reached must be open.

e. A meeting must also be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

4. Performance Evaluations

a. The School Board may close a meeting to evaluate the performance of an individual who is subject to its authority. The School Board shall identify the individual to be evaluated prior to closing a meeting.

b. At its next open meeting, the School Board shall summarize its conclusions regarding the evaluation.

e. A meeting must be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

5. Attorney-Client Privilege Meeting

a. A meeting may be closed if permitted by the attorney-client privilege. Attorney-client privilege applies when litigation is imminent or threatened, or when the School Board needs advice above the level of general legal advice, i.e., for example, regarding specific acts and their legal consequences.

b. A meeting may be closed to seek legal advice concerning litigation strategy, but the mere threat that litigation might be a consequence of deciding a matter one way or another does not, by itself, justify closing the meeting. The motion to close the meeting must specifically describe the matter to be discussed at the closed meeting, subject to relevant privacy and confidentiality

considerations under state and federal law. The law does not require that such a meeting be recorded.

6. Dismissal Hearing

- a. A hearing on ~~the~~ dismissal of a licensed teacher shall be public or private at the teacher's discretion. A hearing regarding placement of teachers on unrequested leave of absence shall be public.
- b. A hearing on dismissal of a student pursuant to the Pupil Fair Dismissal Act shall be closed unless the pupil, parent or guardian requests an open hearing.
- c. To the extent a teacher or student dismissal hearing is held before the School Board and is closed, the closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

7. Coaches; Opportunity to Respond

- a. If the School Board has declined to renew the coaching contract of a licensed or non-licensed head varsity coach, it must notify the coach within fourteen (14) days of that decision.
- b. If the coach requests the reasons for the non-renewal, the School Board must give the coach ~~the-its~~ reasons in writing within ten (10) days of receiving the request. The existence of parent complaints must not be the sole reason for the school board not to renew a coaching contract.
- c. On the request of the coach, the School Board must provide the coach with a reasonable opportunity to respond to the reasons at a School Board meeting.
- d. The meeting may be open or closed at the election of the coach unless the meeting is closed as required by Minnesota State Statute to discuss educational or certain other nonpublic data.
- e. A ~~closed~~-meeting closed for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

8. Meetings to Discuss Certain Not Public Data

- a. Any portion of a meeting must be closed if the following types of data are discussed:

- 1a. data that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults;
- 2b. active investigative data collected or created by a law enforcement agency;
- 3e. educational data, health data, medical data, welfare data, or mental health data that are not public data; or
- 4d. an individual's personal medical records.

- be. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

9. Purchase and Sale of Property

- a. The School Board may close a meeting:

- (1) to determine the asking price for real or personal property to be sold by the school district;
- (2) to review confidential or nonpublic appraisal data; and
- (3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.

- b. Before closing the meeting, the School Board must identify on the record the particular real or personal property that is the subject of the closed meeting.

- c. The closed meeting must be tape recorded at the expense of the school district. The tape must be preserved for eight (8) years after the date of the meeting and be made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the School Board has abandoned the purchase or sale. The real or personal property that is the subject of the

closed meeting must be specifically identified on the tape. A list of School Board members and all other persons present at the closed meeting must be made available to the public after the closed meeting.

- d. An agreement reached that is based on an offer considered at a closed meeting is contingent on its approval by the School Board at an open meeting. The actual purchase or sale must be approved at an open meeting and the purchase price or sale price is public data.

10. Security Matters

- a. The School Board may close a meeting to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures, and to discuss security deficiencies in or recommendations regarding public services, infrastructure, and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses.
- b. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting.
- c. Before closing a meeting, the School Board must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting.
- d. The closed meeting must be tape recorded at the expense of the school district and the recording must be preserved for at least four (4) years.

11. Other Meetings

Other meetings shall be closed as provided by law, except as provided above. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

F. Procedures for Closing a Meeting

- a. The School Board shall provide notice of a closed meeting just as for an open meeting. A School Board meeting may be closed only after a majority vote at a public meeting.
- b. Before closing a meeting, the School Board shall state on the record the specific authority permitting the meeting to be closed and shall describe the subject to be discussed.
- c. ~~If the meeting is closed for only a portion of the meeting, for a selected agenda item(s), it will be re-opened immediately after the agenda item(s) discussion has concluded.~~

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (~~Exclusion and Expulsion Procedures~~ Student Dismissal Hearing)
Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)
Minn. Stat. § 179A.14, Subd. 3 (Labor Negotiations)
Minn. Rules Ch. 5510 (Bureau of Mediation Services)
Brown v. Cannon Falls Township, 723 N.W.2d 31 (Minn. App. 2006)
Brainerd Daily Dispatch v. Dehen, 693 N.W.2d 435 (Minn. App. 2005)
The Free Press v. County of Blue Earth, 677 N.W.2d 471 (Minn. App. 2004)
Prior Lake American v. Mader, 642 N.W.2d 729 (Minn. 2002)
Star Tribune v. Board of Education, Special School District No. 1, 507 N.W.2d 869 (Minn. App. 1993)
Minnesota Daily v. University of Minnesota, 432 N.W.2d 189 (Minn. App. 1988)
Moberg v. Independent School District No. 281, 336 N.W.2d 510 (Minn. 1983)
Sovereign v. Dunn, 498 N.W.2d 62 (Minn. App. 1993), *rev. denied.* (Minn. 1993)
Dept. of Admin. Advisory Op. No. 21-003 (April 19, 2021)
Dept. of Admin. Advisory Op. No. 21-002 (January 13, 2021)
Dept. of Admin. Advisory Op. No. 19-012 (October 24, 2019)
Dept. of Admin. Advisory Op. No. 19-008 (May 22, 2019)
Dept. of Admin. Advisory Op. No. 19-006 (April 9, 2019)
Dept. of Admin. Advisory Op. No. 18-019 (December 28, 2018)
Dept. of Admin. Advisory Op. No. 17-005 (June 22, 2017)
Dept. of Admin. Advisory Op. No. 13-009 (March 19, 2003)
Dept. of Admin. Advisory Op. No. 12-004 (March 8, 2012)
Dept. of Admin. Advisory Op. No. 11-004 (April 18, 2011)
Dept. of Admin. Advisory Op. No. 10-020 (September 23 2010)
Dept. of Admin. Advisory Op. No. 09-020 (September 8, 2009)
Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)
Dept. of Admin. Advisory Op. No. 04-004 (February 3, 2004)



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Cross References:

MSBA/MASA Model Policy 204 (School Board Meeting Minutes)

MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)

MSBA/MASA Model Policy 207 (Public Hearings)

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

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

MSBA ~~Service Manual, Chapter 13, School~~ Law Bulletin “C” (Minnesota’s Open Meeting Law)

School Board Action:

Adopted December 21, 1999

Revised July 15, 2008

Revised November 18, 2008

Revised August 17, 2010

Revised August 22, 2012

Revised February 17, 2015

Revised August 21, 2018

Revised May 17, 2022

Single Reading - Review

208 Development, Adoption, and Implementation of Policies

I. PURPOSE

The purpose of this policy is to emphasize the importance of the policy-making role of the School Board and provide the means for it ~~to continue~~ to be an ongoing effort.

II. GENERAL STATEMENT OF POLICY

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient and consistent manner. A set of written ~~policy~~ policy statements shall be maintained and modified as needed. Policies shall define the desire and intent of the School Board and should be in a form ~~which that~~ is sufficiently explicit to guide administrative action. All employees are responsible to implement and comply with School Board policies in a conscientious and professional manner.

III. DEVELOPMENT OF POLICY

- A. The School Board has jurisdiction to legislate policy with the force and effect of law for the school district ~~with the force and effect of law~~. School ~~Board district~~ policy provides the school board's general direction for the school district as to what the School Board wishes to accomplish while delegating ~~implementation of~~ policy implementation to the administration.
- B. The School ~~Board's district's written~~ policies provide guidelines and goals to the school community. The policies shall bear the basis for ~~the formulation of~~ guidelines and directives created by the administration. The School Board shall determine the effectiveness of ~~the~~ policies by evaluating periodic reports from the administration.
- C. Policies may be proposed by a School Board member, employee, student or citizen resident of the school district. Proposed policies or ideas shall be submitted to the superintendent ~~or School Board chair~~ for review prior to possible placement on the School Board agenda. The superintendent will be responsible to provide for regular policy revisions or new policies to be recommended to the School Board.

IV. ADOPTION AND REVIEW OF POLICY

- A. The School Board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two School Board meetings, for a first and second reading. The proposals shall be read and public comment will be allowed at both meetings, prior to final School Board action.

- B. ~~Action to approve a policy may be taken at the second reading at the discretion of the School Board.~~ The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the School Board at a meeting after the two meetings at which public input was received. The policy will be effective on the latter of the date of passage or the date stated in the motion.
- C. In ~~the case of~~ an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the School Board in a single meeting. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The ~~emergency~~ policy adopted in an emergency shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The School Board shall have discretion to determine what constitutes an emergency ~~situation~~.
- D. If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the School Board has no control, the modified policy may be approved at one meeting at the discretion of the School Board.

V. IMPLEMENTATION OF AND ACCESS TO POLICY

- A. The superintendent shall be responsible for implementing School Board policies, other than the policies that cover how the school board will operate. The superintendent shall develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. It shall be the responsibility of all employees to keep informed about and to implement School Board policies.
- B. Each School Board member shall have access to school district policies. ~~a~~ A copy of the school district policies policy manual, and a copy shall be placed in the office of each school attendance center ~~and~~ Manuals shall be available in the central school district office and ~~made~~ shall be available for reference purposes to employees ~~and~~ other interested persons.
- C. The superintendent, employees designated by the superintendent, and individual School Board members shall be responsible for keeping the policy ~~manuals~~ current.

~~D. The School Board shall review policies on a regular basis. The superintendent shall be responsible for developing a system of periodic review.~~

E.D. The school board shall review policies at least once every three years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one third of the policies annually. In addition, the school board shall review the following policies annually: 410 Family and Medical Leave Policy; 413 Harassment and Violence; 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse; 415 Mandated Reporting of Maltreatment of Vulnerable Adults; 506 Student Discipline; 514



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Bullying Prohibition Policy; 522 Student Sex Nondiscrimination; 524 Internet Acceptable Use and Safety Policy; 616 School District System Accountability; and 806 Crisis Management Policy

F.E. When no School Board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the mission, educational philosophy and financial condition of the school district. Under such circumstances, the superintendent shall advise the School Board of the need for a policy and present a recommended policy to the School Board for approval.

Legal References:

Minn. Stat. 123.33, Subd. 1 (School Boards Powers)

Minn. Stat. 123.35, Subd. 1 (School District Powers)

Cross References:

Policy 305 (Policy Implementation)

SCHOOL BOARD ACTION:

Adopted December 21, 1999

Revised July 19, 2011

Revised February 17, 2015

Revised May 17, 2016

Revised May 17, 2022



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305 ~~School Administration~~ Policy Implementation

I. Purpose

The purpose of this policy is to clarify the responsibility of the school administration for implementation of school ~~board-district~~ policy.

II. General Statement of Policy

- A. It shall be the responsibility of the superintendent to implement school board policy and to recommend additions or modifications thereto. The administration is authorized to develop procedures, guidelines and directives to effectuate the implementation of school board policies. These procedures, guidelines and directives shall not be inconsistent with said policies. At least annually, these written procedures, guidelines, and directives shall be presented to the school board for review.
- B. Student handbooks shall be subject to annual review and approval by the school board.
- C. School principals and other administrators who have handbook responsibilities shall present recommended changes necessary to reflect new or modified policies. Changes of substance within handbooks shall be reviewed by the superintendent to assure compliance with school board policy and shall be approved by the School Board.

Legal References:

Minn. Stat. 123.34, Subd. 9 (Superintendent)

School Board Action:

Adopted December 21, 1999

Revised May 17, 2022



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427 Workload Limits for Certain Special Education Teachers

I. Purpose

The purpose of this policy is to establish general parameters for determining the workload limits of special education staff who provide services to children with disabilities receiving direct special education services 60 percent or less of the instructional day.

II. Definitions

A. Special Education Staff; Special Education Teacher

“Special education staff” and “special education teacher” both mean a teacher employed by the school district who is licensed under the rules of the Minnesota Professional Educator Licensing and Standards Board to instruct children with specific disabling conditions.

B. Direct Services

“Direct services” means special education services provided by a special education teacher or a related service professional when the services are related to instruction, including cooperative teaching.

C. Indirect Services

“Indirect services” means special education services provided by a special education teacher or a related service professional which include ongoing progress reviews; cooperative planning; consultation; demonstration teaching; modification and adaptation of the environment, curriculum, materials, or equipment; and direct contact with ~~children with disabilities~~the pupil to monitor and observe.

D. Workload

“Workload” means a special education teacher’s total number of minutes required for all due process responsibilities, including direct and indirect services, evaluation and reevaluation time, management of individualized education programs (IEPs), travel time, parental contact, and other services required in the IEPs.

III. General Statement of Policy

- A. Workload limits for special education teachers shall be determined by the appropriate special education administrator, in consultation with the building principal and the superintendent.
- B. In determining workload limits for special education staff, the school district shall take into consideration the following factors: student contact minutes, evaluation and reevaluation time, indirect services, management of IEPs, travel time, and other services required in the IEPs of eligible students.

IV. Collective Bargaining Agreement Unaffected

This policy shall not be construed as a reopening of negotiations between the school district and the special education teachers' exclusive representative, nor shall it be construed to alter or limit in any way the managerial rights or other authority of the school district set forth in the Public Employment Labor Relations Act or in the collective bargaining agreement between the school district and the special education teachers' exclusive representative.

Legal References:

Minn. Stat. § 179A.07, Subd. 1 (Inherent Managerial Policy)

Minn. Rule 3525.0210, Subps. 14, 27, 44, and 49 (Definitions of "Direct Services," "Indirect Services," "Teacher," and "Workload")

Minn. Rule 3525.2340, Subp. 4.B. (Case Loads for School-Age Educational Service Alternatives)

Cross References:

MSBA/MASA Model Policy 508 (Extended School Year for Certain Students with Individualized Education Programs)

MSBA/MASA Model Policy 608 (Instructional Services – Special Education)

School Board Action:

Adopted October 20, 2015

[Revised May 17, 2022](#)



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504 Student Dress and Appearance

I. Purpose

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

II. General Statement of Policy

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

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

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

Legal References:

U. S. Constitution, amendment I.

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

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

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

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

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

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

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

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

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

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

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

Cross References:

MSBA/MASA Model Policy 413 (Harassment and Violence)

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 525 (Violence Prevention)

School Board Action:

Approved as Policy 504 June 18, 2002

Revised December 18, 2018

Revised October 19, 2021

Revised May 17, 2022



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521 Student Disability Nondiscrimination

I. Purpose

The purpose of this policy is to protect ~~disabled~~ students with disabilities from discrimination on the basis of disability and to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973, need services, accommodations, or programs in order that such learners may receive the required free appropriate public education.

II. General Statement of Policy

A. ~~Disabled~~ students with disabilities are protected from discrimination on the basis of a disability.

B. The responsibility of the school district is to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973, need services, accommodations, or programs in order that such learners may receive the required free appropriate public education.

C. For this policy, a learner who is protected under Section 504 is one who:

1. Has a physical or mental impairment that substantially limits one or more major life activities, including learning; or
2. Has a record of such impairment; or
3. Is regarded as having such impairment.

D. Learners may be protected from disability discrimination and be eligible for services under the provisions of Section 504 even though they do not require IEP services pursuant to the Individuals with Disabilities Education Act.

III. Coordinator

Persons who have questions or comments should contact the Director of Special Services, 6000 West Moore Lake Drive, Fridley, MN 55432, 763-502-5024. This person is the school district's Americans with Disabilities Act/Section 504 coordinator. Persons who wish to make a complaint regarding a disability discrimination matter may use the accompanying Student Disability Discrimination Grievance Report Form. The form should be given to the ADA/Section 504 coordinator.

Legal References:



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~~Pub. L. 110-325, 122 Stat. 3553 (ADA Amendments Act of 2008, § 7)~~
~~42 U.S.C. Ch. 126 (Equal Opportunity for Individuals with Disabilities)~~
29 U.S.C. 794 et seq. (504 of Rehabilitation Act of 1973, §504)
34 C.F.R. Part 104 (Section 504 Implementing Regulations)

Cross References:

MSBA/MASA Model Policy 402 (Disability Nondiscrimination)

School Board Action:

Adopted June 18, 2002

Revised June 19, 2012

Revised March 18, 2014

Revised May 17, 2022

Single Reading-Review



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523 Policies Incorporated by Reference

I. Purpose

Certain policies as contained in this policy reference manual are applicable to students as well as to employees. ~~All 500-series policies are applicable to students. In order to~~ avoid undue duplication, the school district provides ~~additional~~ notice by this section of the application and incorporation by reference of the following policies ~~which that~~ also apply to students:

- ~~Policy 102 — Equal Educational Opportunity~~
- ~~Policy 103 — Complaints Students, Employees, Parents, Other Persons~~
- ~~Policy 206 — Public Participation in School Board Meetings; Complaints About
— Persons at School Board Meetings and Data Privacy Considerations~~
- ~~Policy 211 — Criminal or Civil Action Against School District, School Board
— Member, Employee, or Student~~
- ~~Policy 305 — Policy Implementation~~
- Policy 413 Harassment and Violence
- Policy 417 Chemical Use/Abuse
- Policy 418 Drug-Free Workplace/Drug-Free School
- Policy 419 Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices
- Policy 420 Students and Employees with Aids and Certain Other Communicable Diseases and Infectious Conditions
- ~~Policy 610 — Field Trips~~
- ~~Policy 613 — Graduation Requirements~~
- ~~Policy 616 — School District System Accountability~~
- ~~Policy 707 — Transportation of Public School Students~~
- ~~Policy 708 — Transportation of Nonpublic School Students~~
- ~~Policy 709 — Transportation Safety Policy~~
- ~~Policy 801 — Student Access to Facilities of Secondary Schools~~

Students are charged with notice that the above cited policies are also applicable to students; however, students are also on notice that the provisions of the various policies speak for themselves and may be applicable although not specifically listed above.

SCHOOL BOARD ACTION:

Adopted as Policy 523 June 18, 2002

Revised March 12, 2013

Revised May 17, 2022

101 Legal Status of the School District

I. Purpose

A primary principle of this nation is that the public welfare demands an educated and informed citizenry. The power to provide for public education is a state function vested in the state legislature and delegated to local school districts. The purpose of this policy is to clarify the legal status of Fridley School District 14.

II. General Statement of Policy

- A. The school district is a public corporation subject to the control of the legislature, limited only by constitutional restrictions. The school district has been created for educational purposes.
- B. The legislature has authority to prescribe the school district's powers and privileges, its boundaries and territorial jurisdictions.
- C. The school district has only the powers conferred on it by the legislature; however, the school district's authority to conduct the business of the school district includes implied powers in addition to any specific powers granted by the legislature.

III. Relationship to Other Entities

- A. The school district is a separate legal entity.
- B. The school district is not subordinate to Anoka County in which it is situated.
- C. The school district is not subservient to the City of Fridley that is partly situated within the school district boundaries. The school district will coordinate and communicate as needed with Anoka County, the City of Fridley, Metropolitan Council, and state agencies in the interest of improving services to the school district residents.

IV. Powers and Authority of the School District

- A. Funds
 - 1. The school district, through its School Board, has authority to raise funds for the operation and maintenance of its schools, and authority to manage and expend such funds, subject to applicable law.
 - 2. The school district has wide discretion over the expenditure of funds under its control for public purposes, subject to the limitations provided by law.

3. School district officials occupy a fiduciary position in the management and expenditure of funds entrusted to them.

B. Raising Funds

1. The school district shall, within the limitations specified by law, provide by levy of tax necessary funds for the conduct of schools, payment of indebtedness, and all proper expenses.
2. The school district may issue bonds in accordance with the provisions of Minn. Stat. Ch. 475, or other applicable law.
3. The school district has authority to accept gifts and donations for school purposes, subject to applicable law.

C. Property

1. The school district may acquire property for school purposes. It may sell, exchange, or otherwise dispose of property which is no longer needed for school purposes, subject to applicable law.
2. The school district shall manage its property in a manner consistent with the educational functions of the district.
3. The school district may permit the use of its facilities for community purposes which are not inconsistent with, nor disruptive of, its educational mission.
4. School district officials hold school property as trustees for the use and benefit of students, taxpayers and the community.

D. Contracts

1. The school district is empowered to enter into contracts in the manner provided by law.
2. The school district has authority to enter into installment purchases and leases with an option to purchase, pursuant to Minn. Stat. 465.71 or other applicable law.
3. The school district has authority to make contracts with other governmental agencies and units for the purchase, lease or other acquisition of equipment, supplies, materials, or other property, including real property.
4. The school district has authority to enter into employment contracts. As a public employer, the school district, through its designated representatives, shall meet and negotiate with public employees in an appropriate bargaining unit and enter



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into written collective bargaining agreements with such employees, subject to applicable law.

E. Textbooks, Educational Materials, and Studies

1. The school district, through its School Board and administrators, has the authority to determine what textbooks, educational materials, and studies should be pursued.
2. The school district shall establish and apply the school curriculum.

F. Actions and Suits

1. The school district has authority to sue and to be sued.

Legal References:

Minn. Const. art. 13, 1
Minn. Stat. Ch. 123 (School Districts, Powers and Duties)
Minn. Stat. Ch. 179A (Public Employment Labor Relations)
Minn. Stat. 465.035 (Conveyance or Lease of Land)
Minn. Stat. 465.71; 471.345; 471.6161; 471.6175; 471.64 (rights, powers, duties of political subdivisions)
Minnesota Association of Public Schools v. Hanson, 287 Minn. 415, 178 N.W.2d 846 (1970)
Independent School District No. 581 v. Mattheis, 275 Minn. 383, 147 N.W.2d 374 (1966)
Village of Blaine v. Independent School District No. 12, 272 Minn. 343, 138 N.W.2d 32 (1965)
Huffman v. School Board, 230 Minn. 289, 41 N.W.2d 455 (1950)
State v. Lakeside Land Co., 71 Minn. 283, 73 N.W.970 (1898)

Cross References:

MSBA/MASA Model Policy 201 (Legal Status of School Board)
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 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)
MSBA/MASA Model Policy 705 (Investments)
MSBA/MASA Model Policy 706 (Acceptance of Gifts)
MSBA/MASA Model Policy 801 (Equal Access to School Facilities)
~~MSBA Service Manual, Chapter 3, Employee Negotiations~~
~~MSBA Service Manual, Chapter 13, School Law Bulletin "F" (Contract and Bidding Procedures)~~

School Board Action:

Adopted December 21, 1999
Revised June 21, 2022



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103 Complaints by Students, Employees, Parents, or Other Persons

I. Purpose

The school district takes seriously all concerns or complaints by students, employees, parents or other persons. If a specific complaint procedure is provided within any other policy of the school district, the specific procedure shall be followed in reference to such a complaint. If a specific complaint procedure is not provided, the purpose of this policy is to provide a procedure that may be used.

II. General Statement of Policy

- A. Students, parents, employees, or other persons, may report concerns or complaints to the school district. While written reports are encouraged, a complaint may be made orally. Any employee receiving a complaint shall advise the principal or immediate supervisor of the receipt of the complaint. The supervisor shall make an initial determination as to the seriousness of the complaint and whether the matter should be referred to the superintendent. A person may file a complaint at any level of the school district; i.e., principal or building administrator, superintendent or school board. However, persons are encouraged to file a complaint at the building level as a first step.
- B. Depending upon the nature and seriousness of the complaint, the administrator or supervisor receiving the complaint shall determine the nature and scope of the investigation or follow-up procedures. If the complaint involves serious allegations, the matter shall promptly be referred to the superintendent who shall determine whether an internal or external investigation should be provided. In either case, the superintendent shall determine the nature and scope of the investigation and designate the person responsible for the investigation or follow-up relating to the complaint. The designated investigator shall ascertain details concerning the complaint and respond promptly to the appropriate administrator concerning the status or outcome of the matter. Other staff and individuals will be informed as appropriate to the circumstances.
- C. The appropriate administrator or supervisor shall respond verbally or in writing to all complainants. If the complaint involves serious allegations, the administrator shall respond in writing to the complaining party concerning the outcome of the investigation or follow-up, including any appropriate action or corrective measure that was taken. The superintendent shall be copied on the correspondence and consulted in advance of the written response when appropriate. The response to the complaining party shall be consistent with the rights of others pursuant to the applicable provisions of Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) or other law.

Legal References:

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

Cross References:

MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 514 (Bullying Prohibition)
MSBA ~~Service Manual, Chapter 13~~, School Law Bulletin "I" (School Records – Privacy – Access to Data)

School Board Action:

Adopted December 21, 1999

Revised June 21, 2022

Single Reading - Review



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207 Public Hearings

I. Purpose

The School Board recognizes the importance of obtaining public input on matters properly before the School Board during a public hearing. The purpose of this policy is to establish procedures to efficiently receive public input.

II. General Statement of Policy

~~In order for~~ the School Board to efficiently receive public input on matters properly before the School Board, the School Board establishes the procedures set forth in this policy are established ~~by the School Board~~.

III. Procedures

A. Public Hearings

Public hearings are required by law ~~to be held~~ concerning certain issues, including but not limited to, school closings (Minn. Stat. 123B.51), education district establishment (Minn. Stat. 123A.15), and agreements for secondary education (Minn. Stat. 123A.30). Additionally, other public hearings may be held by the School Board on school district matters at the School Board's discretion ~~of the School Board~~.

B. Notice of Public Hearings

Public notice of a public hearing required by law shall be given as provided by the statutes. Public notice of other hearings shall be given in the manner required for a regular meeting if held in conjunction with a regular meeting, in the manner required for a special meeting if held in conjunction with a special meeting, or as otherwise determined by the School Board.

C. Public Participation

The School Board retains the right to require that those in attendance at a public hearing indicate their desire to address the School Board and complete and file with the clerk of the School Board an appropriate request card prior to ~~the~~ commencement of the hearing if the School Board utilizes this procedure. In that case, any request to address the School Board after the commencement of the hearing will be granted only at the School Board's discretion ~~of the School Board~~.

1. Format of Request

If required by the School Board, a written request of an individual or a group to address the School Board shall contain the name and address of the person or group seeking to address the School Board. It shall also contain the name of the group represented, if any, and a brief statement of the subject to be covered or the issue to be addressed.

2. Time Limitation

The School Board retains the discretion to limit the time for each presentation as needs dictate.

3. Groups

The School Board retains the discretion to require that any group of persons who desire to address the School Board designate one representative or spokesperson. ~~It is the event that~~ If the School Board requires ~~the~~ designation of a representative or spokesperson, no other person in the group will be recognized to address the School Board, except as the school board otherwise determines ~~ed by the School Board~~.

4. Protocol-Privilege to Speak

A School Board member should direct ~~any~~ remarks or questions through the chair. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the School Board, or the proceedings may be directed to leave.

5. Personal Attacks

Personal attacks by anyone addressing the School Board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the School Board.

6. Limitations on Participation

Depending upon the number of persons in attendance seeking to be heard, the School Board reserves the right to impose such other limitations and restrictions as necessary ~~in order~~ to provide an orderly, efficient and fair opportunity ~~for those present~~ to be heard.

Legal References:

Minn. Stat. 123A.15 (Establishing Education Districts-~~Establishment~~)

Minn. Stat. 123A.30 (Agreements for Secondary Education)

Minn. Stat. 123.B.51 (School Closings)



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Cross References:

Policy 206 Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)

SCHOOL BOARD ACTION:

Adopted December 21, 1999

Revised August 17, 2010

Revised June 21, 2022

Single Reading-Review



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210 Conflict of Interest - School Board Members

I. PURPOSE

The purpose of this policy is to observe Minnesota State Statutes regarding conflict of interest and to engage in school district business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

II. GENERAL STATEMENT OF POLICY

It is the policy of the School Board to contract for goods and services in conformance with statutory conflict of interest laws and in a manner that will avoid any conflict of interest or the appearance thereof. Accordingly, the School Board may contract under the statutory exception provisions only when it is clearly in the best interest of the school district because of limitations which may exist on goods or services otherwise available to the school district.

III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS

- A. A School Board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially there from.
- B. In the following circumstances, however, the School Board may as an exception, by unanimous vote of disinterested member contract for goods or services with a School Board member of the school district:
 1. In the designation of a bank or savings association, in which a School Board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with Minn. Stat. Ch. 118A. Any School Board member having said interest shall disclose that interest and the interest shall be entered upon the school board minutes ~~of the School Board~~. Disclosure ~~must~~shall be made when such bank or savings association is first designated as a depository or source of borrowing, or when such School Board member is elected, whichever is later. Disclosure serves as notice of the interest and need only be made once;
 2. The designation of an official newspaper, or publication of official matters therein, in which the School Board member is interested when it is the only newspaper complying with statutory requirements relating to the designation or publication;

3. A contract with a cooperative association of which the School Board member is a shareholder or stockholder but not an officer or manager;
 4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:
 - a. The School Board ~~must~~shall authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.
 - b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.
 - c. Before a claim is paid, the interested School Board member ~~must~~shall file with the clerk of the School Board an affidavit stating:
 - 1) The name of the School Board member and the office held;
 - 2) An itemization of the goods or services furnished;
 - 3) The contract price;
 - 4) The reasonable value;
 - 5) The interest of the School Board member in the contract; and
 - 6) That to the best of the School Board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.
 5. A School Board member may contract with the school district to provide construction materials or services, or both, when the sealed bid process is used. When the contract comes before the School Board for consideration, the interested School Board member may not vote on the contract.
 6. A School Board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.
- C. In the following circumstances, the School Board may as an exception, by majority vote at a meeting ~~where-at~~which all School Board members are present, contract for services with a School Board member of the school district: A School Board member may be newly employed or may continue to be employed by the school district as an

employee ~~where-only if~~ there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that School Board member under that contract or employment relationship, will not exceed \$8,000 in that fiscal year. If the School Board member does not receive majority approval to be initially employed or to continue in employment at a meeting ~~where-at~~ which all School Board members are present, that employment ~~must-be is~~ immediately terminated and that School Board member ~~will have~~has no further rights to employment while serving as a School Board member in the school district.

- D. The School Board may contract with a class of school district employees, such as teachers or custodians, ~~where-when~~ the spouse or a child of a School Board member is a member of the class of employees contracting with the School Board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. ~~In-order-fF~~ For the School Board to invoke this exception, it must have a majority of disinterested School Board members vote to approve the contract, direct the School Board member spouse or child to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting ~~where-in~~ which the contract is approved.

IV. Limitation on Related Employees

- A. The School Board ~~can-must~~ hire or dismiss teachers only at duly called meetings. ~~Where-When~~ a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full School Board.
- B. The School Board may not employ any teacher related by blood or marriage, to a School Board member except by a unanimous vote of the full School Board.

V. Conflicts Prior to Taking Office

A School Board member with personal financial interest in a sale, lease, or contract with the school district, which was entered before the School Board member took office and presents an actual or potential conflict of interest, shall immediately notify the School Board of such interest. It shall thereafter be the responsibility of the School Board member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the School Board may enter into or renew such sale, lease, or contract only if the procedures provided in this policy are followed.

VI. Determination as to Whether a Conflict of Interest Exists



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The determination as to whether a conflict of interest exists is to be made by the School Board. Any School Board member who has an actual or potential conflict shall notify the School Board of such conflict immediately. The School Board member shall thereafter cooperate with the School Board as necessary for the School Board to make its determination.

Legal References:

Minn. Stat. § 122A.40, Subd. 3 (Teacher Hiring, Dismissal)
Minn. Stat. § 123B.195 (Board Member's Right to Employment)
Minn. Stat. 471.87 (Public Officers; Interest in Contract; Penalty)
Minn. Stat. 471.88, Subds. 2, 3, 4, 5, 12, 13, 16 (Exceptions)
Minn. Stat. 471.89 (Contract, When Void)
Op. Atty. Gen. 437-A-4, March 15, 1935
Op. Atty. Gen. 90-C-5, July 30, 1940
Op. Atty. Gen. 90-A, August 14, 1957

Cross References:

MSBA/MASA Model Policy 101 (Legal Status of the School Board)
MSBA/MASA Model Policy 209 (Code of Ethics)
~~MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties~~

SCHOOL BOARD ACTION:

Adopted December 21, 1999
Revised December 16, 2008
Revised March 15, 2011
Revised June 21, 2022



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301 SCHOOL DISTRICT ADMINISTRATION

I. PURPOSE

The purpose of this policy is to clarify the role of the school district administration and its relationship with the School Board.

II. GENERAL STATEMENT OF POLICY

- A. Effective administration and sound management practices are essential to realizing educational excellence. It is the responsibility of the school district administration to develop a school environment that recognizes the dignity of each student and employee, and the right of each student to access educational programs and services equitably.
- B. The School Board expects all activities related to the school district operations of the school district to be administered in a well-planned manner, conducted in an orderly fashion, and to be consistent with the policies of the School Board.
- C. The School Board shall seek specific recommendations, background information, and professional advice from the school district administration. The School Board will hold the administration accountable for sound management of the schools.
- D. Although the School Board holds the superintendent ultimately responsible for administration of the school district and annual evaluation of each principal, , the School Board also recognizes the direct responsibility of principals for educational results and effective administrative, supervisory, and instructional leadership at the school building level.
- E. The School Board and school administration shall work together to share information and decisions that best serve the needs of school district students within financial and facility constraints that may exist.

Legal References:

Minn. Stat. § 123B.143 (Superintendent)

Minn. Stat. § 123B.147 (Principals)

Cross References:

[MSBA Service Manual, Chapter 3, Superintendent of Schools](#)[None](#)

School Board Action:

Adopted as Policies 5.100, 5.200, 5.400 August 18, 1981

Revised as Policy 301 December 21, 1999

Revised April 18, 2006

Revised July 17, 2012

[Revised June 21, 2022](#)



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302 Superintendent

I. Purpose

The purpose of this policy is to recognize the importance of the role of the superintendent and the overall responsibility of that position within the school district.

II. General Statement of Policy

The School Board shall employ a superintendent who shall serve as an ex officio, nonvoting member of the School Board and as chief executive officer of the school system.

III. General Responsibilities

- A. The superintendent is responsible for the management of the schools, the administration of all school district policies, and is directly accountable to the School Board.
- B. The superintendent shall annually evaluate each principal assigned responsibility for supervising a school building in the district as well as other direct reports.
- C. The superintendent may delegate responsibilities to other school district personnel, but shall continue to be accountable for actions taken under such delegation.
- D. Where responsibilities are not specifically prescribed, nor School Board policy applicable, the superintendent shall use personal and professional judgment, subject to review by the School Board.

Legal References:

Minn. Stat. 123.34, Subd. 9 (Superintendent)

Cross References:

MSBA/MASA Model Policy 202 (School Board Officers)
MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)
MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members)
MSBA/MASA Model Policy 301 (School District Administration)
MSBA/MASA Model Policy 303 (Superintendent Selection)
MSBA/MASA Model Policy 304 (Superintendent Contract, Duties, and Evaluation)
MSBA/MASA Model Policy 305 (Policy Implementation)
MSBA/MASA Model Policy 306 (Administrator Code of Ethics)
MSBA/MASA Model Policy 412 (Expense Reimbursement)
MSBA/MASA Model Policy 510 (School Activities)
MSBA/MASA Model Policy 511 (Student Fundraising)



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- MSBA/MASA Model Policy 513 (Student Promotion, Retention, and Program Design)
- MSBA/MASA Model Policy 602 (Organization of School Calendar and School Day)
- MSBA/MASA Model Policy 605 (Alternative Programs)
- MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
- MSBA/MASA Model Policy 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)
- MSBA/MASA Model Policy 802 (Disposition of Obsolete Equipment and Material)
- MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)
- MSBA/MASA Model Policy 905 (Advertising)
- MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)
- MSBA/MASA Model Policy 907 (Rewards)

[MSBA Service Manual, Chapter 3, Superintendent of Schools](#)

School Board Action:

Adopted as Policy 4.202

Revised as Policy 302 December 21, 1999

Revised July 17, 2012

[Revised June 21, 2022](#)

Single Reading-Review



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401 EQUAL OPPORTUNITY EMPLOYMENT

I. PURPOSE

The purpose of this policy is to provide equal employment opportunity for all applicants for school district employment and [for all](#) school district employees.

II. GENERAL STATEMENT OF POLICY

- A. It is the school district's policy to provide equal employment opportunity for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, including gender identity or expression, age, family care leave status or veteran status. The school district also makes reasonable accommodations for disabled employees.
- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of employment, including hiring, discharge, promotion, compensation, facilities or privileges of employment.
- D. Every school district employee shall be responsible for following this policy.
- E. Any person having any questions regarding this policy should discuss it with the Director of Human Resources:
Ike Isaacson
6000 West Moore Lake Drive
Fridley, MN 55432
763-502-5013
ike.isaacson@fridley.k12.mn.us

Legal References:

- Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 2615 (Family and Medical Leave Act)
38 U.S.C. § 4301 *et seq.* (Vietnam Era Veterans' Readjustment Assistance Act)
38 U.S.C. § 4211 *et seq.* (Veterans' Reemployment Rights Act)
42 U.S.C. § 2000e *et seq.* ([Equal Employment Opportunities](#); Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)



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Cross References:

MSBA/MASA Model Policy 402 (Disability Nondiscrimination)

MSBA/MASA Model Policy 405 (Veteran's Preference)

MSBA/MASA Model Policy 413 (Harassment and Violence)

School Board Action:

Adopted as Policy 4.207 April 20, 1976

Revised November 20, 1990

Revised as Policy 401 April 18, 2006

Revised May 17, 2016

Revised November 21, 2017

Revised September 18, 2018

[Revised June 21, 2022](#)

Single Reading-Review



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402 DISABILITY NONDISCRIMINATION POLICY

I. PURPOSE

The purpose of this policy is to provide a fair employment setting for all persons and to comply with state and federal law.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall not discriminate against qualified individuals with disabilities because of the disabilities of such individuals in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions, and privileges of employment.
- B. The school district shall not engage in contractual or other arrangements that have the effect of subjecting its qualified applicants or employees with disabilities to discrimination on the basis of disability. The school district shall not exclude or otherwise deny equal jobs or job benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.
- C. The school district shall make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless the accommodation would impose undue hardship on the operation of the business of the school district.
- D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy, should contact S. Ike Isaacson, Director of Human Resources, 6000 West Moore Lake Drive, Fridley, MN 55432, 763-502-5013, ike.isaacson@fridley.k12.mn.us. Ike is the school district's appointed ADA coordinator.

Legal References:

Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. 794 *et seq.* ([Section 504 of the Rehabilitation Act of 1973, § 504](#))
42 U.S.C., ~~Ch. 126~~ § 1211201 (Americans with Disabilities Act)
29 C.F.R. Part 32
~~34 C.F.R. Part 35~~
34 C.F.R. Part 104

Cross References:

[MSBA/MASA Model Policy 413 \(Harassment and Violence\)](#)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)



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School Board Action:

Adopted October 16, 2007

Revised October 21, 2014

Revised November 17, 2020

[Revised June 21, 2022](#)

Single Reading-Review



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419 TOBACCO-FREE ENVIRONMENT: Possession and use of tobacco, tobacco-related devices, and electronic delivery devices

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is tobacco free.

II. GENERAL STATEMENT OF POLICY

- A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student to possess any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.
- D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.

III. DEFINITIONS

- A. “Electronic delivery device” means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through inhalation of aerosol or vapor from the product. Electronic delivery device includes but is not limited to devices manufactured, marketed or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device excludes drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.
- B. “Heated tobacco product” means tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.
- C. “Tobacco” means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to, cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco, prepared in such manner as to be suitable for chewing or smoking in a pipe or other tobacco-related devices. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.
- D. “Tobacco-related devices” means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of aerosol or vapor of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.
- E. “Smoking” means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking also includes carrying or using an activated electronic delivery device.



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- F. “Vaping” means using an activated electronic delivery device or heated tobacco product.

IV. EXCEPTIONS

- A. A violation of this policy does not occur when an American Indian adult lights tobacco on school district property as a part of a traditional American Indian spiritual or cultural ceremony. An American Indian is a person who is a member of an American Indian tribe as defined under Minnesota law.
- B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.

V. VAPING PREVENTION INSTRUCTION

- A. The school district must provide vaping prevention instruction at least once to students in grades 6 through 8.
- B. The school district may use instructional materials based upon the Minnesota Department of Health’s school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district’s locally developed health standards.

VI. ENFORCEMENT

- A. All individuals on school premises shall adhere to this policy.
- B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.
- C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.
- D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.



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- E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.
- F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.
- G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

VII. DISSEMINATION OF POLICY

- A. This policy shall appear in the student handbook.
- B. The school district will develop a method of discussing this policy with students and employees.

Legal References:

Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)
Minn. Stat. § 144.411-144.417 (Minnesota Clean Indoor Air Act)
Minn. Stat. § 609.685 (Sale of Tobacco to [Children Persons Under Age 21](#))
2007 Minn. Laws Ch. 82 Freedom to Breathe Act of 2007)

Cross References:

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
[MSBA Service Manual, Chapter 2, Students; Rights, Responsibilities and Behavior](#)

School Board Action:

Adopted as Policy 11.404 December 20, 1988
Revised as Policy 419 March 16, 2004
Revised July 15, 2008
Revised July 19, 2011
Revised December 20, 2011
Revised February 17, 2015
Revised September 18, 2018
Revised October 15, 2019
Revised July 20, 2021
[Revised June 21, 2022](#)

514 BULLYING PROHIBITION POLICY

I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate, and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, contracted staff, other employee, or volunteer of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.

F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures. The school district may take into account the following factors:

1. The developmental ages and maturity levels of the parties involved;
2. The levels of harm, surrounding circumstances, and nature of the behavior;
3. Past incidences or past or continuing patterns of behavior;
4. The relationship between the parties involved; and
5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:

1. An actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern: or
2. Materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying as defined in this policy.

- B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network, Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. "Immediately" means as soon as reasonably possible.
- D. "Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that does the following:
 1. Causes physical harm to a student or student's property or causes a student to be in reasonable fear of harm to person or property;
 2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
 3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. "On school premises, on school district property, at school- functions" or activities, or on school transportation means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for

school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

- F. "Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.
- G. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- H. "Student" means a student enrolled in a public school or a charter school.

IV. REPORTING PROCEDURE

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal's designee or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or any other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to

the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately.
- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. SCHOOL DISTRICT ACTION

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer,

remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy (Policy 506 Student Discipline) and other applicable school district policies; and applicable regulations.

- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident, of the remedial action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not engage in bullying or other prohibited conduct.

VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits and act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation or alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

VII. TRAINING AND EDUCATION

- A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.
- B. The school district shall require ongoing professional development, consistent with [Minn. Stat. §Minnesota Statutes section 122A.60](#), to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to the following:
 - 1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
 - 2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
 - 3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
 - 4. The incidence and nature of cyberbullying; and
 - 5. Internet safety and cyberbullying.
- C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and

skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
 2. Partner with parents and other community members to develop and implement prevention and intervention programs;
 3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
 4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
 5. Teach students to advocate for themselves and others;
 6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
 7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy in the student handbook.

VIII. NOTICE



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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.

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.
- C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

IX. POLICY REVIEW

To the extent practicable, the School Board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minn. Stat. § 121A.031 and other applicable law.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120A.05, Subds. 8, 11, 13, and 17 (Definition of Public School)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0311 (Notice of Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. Ch. 124E (Charter School)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20. U.S.C. § 1232g et seq. (Family Educational Rights and Privacy Act)
34 C.F. R. §§ 99.1-99.67 (Family Educational Rights and Privacy)

Cross References:

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



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MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 423 (Employee-Student Relationships)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (~~Student Sex Nondiscrimination~~[Title IX Sex Nondiscrimination Policy](#))
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Videotaping on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

School Board Action:

Adopted as Policy 514 Bullying, November 27, 2007

Revised July 15, 2014

Revised June 15, 2021

[Revised June 21, 2022](#)

Bullying Incident Report Form

“Bullying” means any written, verbal or electronic communication, or any physical act or gesture, which causes distress to one or more students and which substantially interferes with another student’s educational benefits, opportunities, or performance. Independent School District 14 maintains a firm policy prohibiting bullying in all forms.

Your name: _____ Today’s Date _____

Name of the person who bullied you: _____

Incident Details: Date _____ Time _____

Place _____

Reported to: _____ Date: _____

Describe what happened as clearly as possible, including exactly what was said or done by everyone involved. _____

(Continue on the back of this form if necessary.)

Names of witnesses:



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516 Student Medication

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering medication to students.

II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require prescription or non-prescription medications during the school day. The school district's licensed school nurse, trained health assistant, or trained designee, will administer prescription and non-prescription medications, except any form of medical cannabis, in accordance with school district procedures.

III. REQUIREMENTS

- A. The administration of prescription and nonprescription medications requires a completed signed request from the student's parent/guardian. In addition, all long-term prescription medications (2 weeks or more) or a controlled prescription medication requires a written order from a licensed prescriber. The school district may rely on a verbal parent request to administer medication for up to two school days, after which a written authorization is required.
- B. A "Request to Administer Medication at School" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medications as used in this policy does not include any form of medical cannabis as defined in [Minn. Stat. §Minnesota Statutes section 152.22, Subd. 6](#).
- C. Prescription medication must come to school in the original pharmacy labeled container and must be administered in a manner consistent with the instructions on the label.
- D. Nonprescription medications must come in the original labeled container and must be administered in a manner consistent with the instructions on the label.
- E. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
- F. Medications, prescription and nonprescription, are not to be carried by the student unless there is a written agreement between the school district and the parent/guardian. Medications will be kept in the Health Office or left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-

administered with an inhaler or severe allergy medication of epinephrine (Epi-pen) self-administered (See part IV D. below), and medications administered as noted in a written agreement between the school district and the parent/guardian or as provided in the student's IEP (individual education plan), Section 504 plan, or IHP (individual health plan).

- G. The school must be notified immediately by the parent/guardian in writing of any change in the student's medication or if the medication is no longer required. A change in a long term prescription medication requires a new written order from a licensed prescriber.
- H. The licensed school nurse, trained health assistant or trained designee, will be responsible for the filing of the "Request to Administer Medication at School" form in the student's health records. The licensed school nurse, trained health assistant, or trained designee, will be responsible for providing a copy of the form to the principal and to other personnel designated to administer the medication, upon request.
- I. Procedures for administration of medication at school and school activities will be developed by the licensed school nurses. The procedures will be reviewed annually and a copy will be on file in each health office.
- J. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.
- K. Specific exceptions
 - 1. Special health treatments such as catheterization, tracheostomy suctioning, and gastrostomy feedings do not constitute administration of drugs and medicine;
 - 2. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy;
 - 3. Drugs or medicine administered by a public health agency to prevent or control an illness or a disease outbreak are not governed by this policy;
 - 4. Drugs or medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy;

5. Drugs or medicines that are prescription asthma or severe allergy medications can be self-administered by a student with an asthma inhaler or epinephrine auto-injector if:
 - a. The school district has received a written authorization from the student's physician and parent permitting the student to self-administer the medication;
 - b. The inhaler or epinephrine auto-injector is properly labeled for that student; and
 - c. The parent has not requested school personnel to administer the medication to the student.

Written authorization for the student to self-administer these medications must be submitted each school year. The licensed school nurse, trained health assistant or trained designee must address the student's knowledge and skills to safely possess and use an asthma inhaler or epinephrine auto-injector in a school setting. If the parent and prescribing medical professional determine the student is unable to self-carry the medication, the student must have access to the medication at all times during the instructional day.

If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers;

6. Medications:
 - a. that are used off school grounds;
 - b. that are used in connection with athletics or extracurricular activities; or
 - c. that are used in connection with activities that occur before or after the regular school day.
7. Nonprescription Medication: A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's physician and parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year and enter into the student's school health record a plan to implement safe possession and use of the nonprescription medication. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege.
8. Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel to a student or other individual if, in

good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with this section is not the practice of medicine.

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.

9. A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or ~~assist~~ assist students in applying sunscreen.

L. "Parent" for students 18 years old or older is the student.

M. Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with this section is not the practice of medicine.

N. Procedure regarding unclaimed drugs or medications.

1. The school district has adopted the following procedure ~~for~~ of the collection and transport of any unclaimed or abandoned prescription ~~drugs~~ drugs or medications remain~~in~~ in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.
2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes §section 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.
3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes §section 152.01, subdivision 4, the school district or school

personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

Legal References:

Minn. Stat. § 13.32 (Student Health Data)

Minn. Stat. § 121A.21 (Hiring of Health Personnel)

Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)

[Minn. Stat. § 121A.2205 \(Possession and Use of Epinephrine Auto-Injectors; Model Policy\)](#)

[Minn. Stat. § 121A.2207 \(Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors\)](#)

Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)

Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)

~~[Minn. Stat. § 121A.2205 \(Possession and Use of Epinephrine Auto-Injectors; Model Policy\)](#)~~

~~[Minn. Stat. § 121A.2207 \(Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors\)](#)~~

[Minn. Stat. § 152.01 \(Definitions\)](#)

~~[Minn. Stat. § 151.212 \(Label of Prescription Drug Containers\)](#)~~

Minn. Stat. § 152.22 (Medical Cannabis; Definitions)

Minn. Stat. § 152.23 (Medical Cannabis; Limitations)

20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)

29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

Cross References:

MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

School Board Action:

Adopted as Policy 8.202 November 18, 1986

Revised October 18, 1988

Revised May 15, 1990

Revised as Policy 516 June 18, 2002

Revised March 12, 2013

Revised March 18, 2014

Revised June 21, 2016

Revised March 19, 2019

Revised July 20, 2021

[Revised June 21, 2022](#)

520 Student Surveys

I. Purpose

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

II. General Statement of Policy

Student surveys may be conducted as determined necessary by the school and/or district administration and subject to the guidelines in this policy. Surveys, analyses and evaluations conducted as part of any program funded through the U.S. Department of Education must comply with 20 [U.S.C. United States Code section](#) 1232h.

III. Guidelines

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

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

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

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

access to such survey within a reasonable period of time after the request is received.

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

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

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

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



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

Section IV.B., above.

- iii. Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered by the school and scheduled by the school in advance, and not necessary to protect the immediate health and safety of the student or other students.

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

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

V. Notice

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

Legal References:

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

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

20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

20 U.S.C. § 1232h (Protection of Pupil Rights)



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34 C.F.R. Part 99 (Family Educational Rights and Privacy Act Regulations)

Gonzaga University v. Doe, 536 U.S. 273, [122 S.Ct. 2268](#), [153 L.Ed. 2d 309](#) (2002)

C.N. v. Ridgewood Bd. Of Educ., 430 F.3d. 159 (3rd Cir. 2005)

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

Cross References:

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

MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

MSBA/MASA Model 522 ([Student Sex Nondiscrimination](#) [Title IX Sex Nondiscrimination](#), [Grievance Procedure and Process](#))

School Board Action:

Adopted June 18, 2002

Revised February 16, 2016

Revised September 20, 2016

Revised January 15, 2019

Revised December 21, 2021

[Revised June 21, 2022](#)

Single Reading-Review

Minutes
School Board Work Session
Fridley Independent School District 14
April 19, 2022

Call to Order

The Work Session of the Fridley School Board was called to order by School Board Chair Meisner at 5:30 PM on Tuesday, April 19, 2022, at the Fridley Community Center. The following Board members were present in the room: Abdisalam Adam, Nikki Auna, Jake Karnopp, Ross Meisner, Donna Prewedo, and Avonna Starck Absent: None

The following items were discussed

- A. Signing Required Documents
- B. Governance and Policy
 - 1. Second Reading and Adoption of Policies
 - a. Policy 201 Legal Status of the School Board
 - b. Policy 202 School Board Officers
 - c. Policy 804 Information Security
 - d. Policy 524 Internet Acceptable Use and Safety Policy
 - 2. First Reading of Policies
 - a. Policy 509 Enrollment of Nonresident Students
 - b. Policy 515 Protection and Privacy of Pupil Records
 - c. Policy 530 Immunization Requirements
 - d. Policy 534 Unpaid Meal Charges
 - 3. MSBA Technical Revisions – Series 600 Updates
 - a. Policy 603 Curriculum Development
 - b. Policy 604 Instructional Curriculum
 - c. Policy 605 Alternative Programs
 - d. Policy 606 Textbooks and Instructional Materials
 - e. Policy 608 Instructional Services SpEd
 - f. Policy 609 Religion
 - g. Policy 611 Home Schooling
 - h. Policy 613 Graduation Requirements Policy
 - i. Policy 616 School District Systems Accountability
- C. Oversight of Operations
 - 1. Legal, Staffing and Personnel Update
 - a. New Contracts, Amendments, Leaves of Absence, Terminations, Resignations, and Retirements
 - b. 2021-2023 Nutritional Services Master Agreement
 - c. Insurance for Married Spouses MOU's – Clerical, Paraeducators, Nutritional Services
 - d. RESOLUTION: Terminate and Non-Renew the Employment of Certain Non-tenured, Probationary Teachers
 - e. Fourth Year Probationary MOU
 - 2. Finance and Operations Update
 - a. Transportation Contract
 - b. Radon Testing Results
 - 3. Agreement to Provide Special Education and Related Staffing by NE Metro 916
 - 4. Partnership Updates
 - a. Northwest Suburban Integration School District Board Meeting held on March 16, 2022
 - b. Northeast Metro 916 Intermediate School District Board Meeting held on April 6, 2022

D. Informational Items

1. School Board Scholarship – Class of 2022
2. A Day in the Life of a Superintendent
3. At the Next Work Session: May 3 – Closed Session

E. Public Forum

Adjourned at 7:25 p.m.

Ross Meisner, Board Chair

Jake Karnopp, Board Clerk

Minutes
School Board Business Meeting
Fridley Independent School District 14
April 19, 2022

Call to Order, Pledge of Allegiance

Ross Meisner called the Business Meeting of the Fridley School Board to order at 7:30 p.m. on Tuesday, April 19, 2022 at the Fridley Community Center (FCC). Present: Nikki Auna, Jake Karnopp, Ross Meisner, Donna Prewedo and Avonna Starck. Absent: Abdisalam Adam

Approval of Agenda

Motion by Starck, seconded by Prewedo, to approve the agenda for April 19, 2022. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 5-0.

Spotlight on Recognition

1. Superintendent Hiel introduced the April Employee of the Month, Donna Klingenberg who works in Accounting/Finance in the District Office.

Superintendent and Staff Reports

1. Principal of Hayes Elementary, Gaeli Iverson, presented on the origins of the Hayes Tower Talks.
2. Director of Special Services, Laura Seifert-Hertling, presented on the programs and activities happening in special services across the district.
3. Director of Finance and Operations, Barbie Roessler, presented on the Radon Testing Results at Fridley Community Center and Fridley Middle School.

Business Action Items

1. RESOLUTION: Accepting Gifts

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

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

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

- The following persons donated to **Hayes Elementary** for a total of \$5.60:
 - Anonymous Donor
- The following persons donated to **Fridley High School** for a total of \$616:
 - Sue Gonyea: Do Good Things Foundation
 - Target Corporation

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

2. Motion: Approval of the Transportation Contracts for Halo, R&D and First Student

Motion by Prewedo seconded by Karnopp, to approve the transportation contracts for Halo, R&D and First Student for 2022-2024. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 5-0.

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

WHEREAS, (certain teacher) 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.

Motion by Karnopp, seconded by Prewedo, to approve the resolution to terminate and non-renew the teaching contract of certain non-tenured, probationary teachers for 2022-2023. Upon roll being called, Auna, Karnopp, Meisner, Prewedo, and Starck all voted in favor, none against, none abstained. Motion carried 5-0.

4. Motion: Approval of the 2021-2023 Nutritional Services Master Agreement

Motion by Prewedo, seconded by Aune, to approve the 2021-2023 Nutritional Services Master Agreement. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 5-0.

5. Motion: Second Reading and Adoption of Policies

- a. Policy 201 Legal Status of the School Board
- b. Policy 202 School Board Officers
- c. Policy 804 Information Security
- d. Policy 524 Internet Acceptable Use and Safety

Motion by Prewedo, seconded by Adam, to approve the Second Reading and Adoption of Policy 201, 202, 804 and 524. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 5-0.

6. Motion: Approval of MSBA Policy Technical Revisions – Series 600 Updates

- a. Policy 603 Curriculum Development
- b. Policy 604 Instructional Curriculum
- c. Policy 605 Alternative Programs
- d. Policy 606 Textbooks and Instructional Materials
- e. Policy 608 Instructional Services; Special Education
- f. Policy 609 Religion
- g. Policy 611 Home Schooling
- h. Policy 613 Graduation Requirements
- i. Policy 616 School District System Accountability

Motion by Karnopp, seconded by Starck, to approve the Series 600 Updates of the MSBA Policy Technical Revisions. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 5-0.

Consent Agenda

Motion by Starck, seconded by Prewedo to approve the consent agenda of routine action items including minutes of the regular School Board meeting, work session held on March 15, 2022, the special meeting on March 18, 2022 and the work session on April 5, 2022; Monthly Financial Reports; and New Contracts, Amendments, Leaves of Absence, Resignations, Retirements and Terminations; Insurance for Married Spouses MOU, MOU for Probationary Teachers, Agreement to provide special education and related staffing by NE Metro 916. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 5-0.

Written Information

1. First Reading of Policies
 - a. Policy 509 Enrollment of Nonresident Students – Dr. Jason Bodey
 - b. Policy 515 Protection and Privacy of Pupil Records – Ike Isaacson
 - c. Policy 530 Immunization Requirements
 - d. Policy 534 Unpaid Meal Charges

Reports from School Board Members

1. Board Member Auna reported on the Northwest Suburban Integration School District Joint Powers Board Meeting held on March 16, 2022. Changing transportation company next year and the Giving Voice Leadership Conference will be virtual this year on May 9 from 8:30-11:30am.
2. Board Member Starck reported on the NE Metro 916 Board Meeting held on April 6, 2022. Members gave a report on attending the National School Board Conference in San Diego. 22/23 Calendar was approved. Staff working 10+ years were recognized.

Important Future School Board Dates

1. Schools for Equity in Education Meeting
April 22, 2022 at 9:30 AM
DoubleTree Hotel in Roseville
2. FHS Spring Play
April 21-23, 2022 at 7:00 PM
Fridley High School Auditorium
3. School Board CLOSED Session to discuss evaluation results
May 3, 2022 at 5:30 PM
Fridley Community Center
4. NE Metro 916 Board Meeting
May 4, 2022 at 6 PM
Bellaire Education Center
5. Hayes Carnival
May 5, 2022 4 :30-6 :30pm
Hayes Elementary
6. AMSD Board Meeting
May 6, 2022 at 7 AM
Quora Education Center
7. FHS Prom
May 7, 2022

8. Fridley Public Schools School Board Meeting
May 17, 2022
Fridley Community Center
5:30 PM Work Session
7:00 PM Public Forum
7:30 PM Business Meeting
9. Northwest Suburban Integration School District (NWSISD) Joint Powers Board Meeting
May 18, 2022 at 6:15 PM
NWSISD District Office
10. No School - Memorial Day
May 30, 2022

Adjournment

Motion by Karnopp, seconded by Prewedo, to adjourn at 8:24 p.m. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 5-0.

Ross Meisner, Board Chair

Jake Karnopp, Board Clerk

**INDEPENDENT SCHOOL DISTRICT NO. 14
FRIDLEY, MINNESOTA
TREASURER'S REPORT
MONTH ENDING 4/30/22**

Fund	Balance 3/31/22	Receipts	Payroll Disbursements	A/P Disbursements	Journal Entry Transfers	Balance 4/30/22
General (01)	\$ 31,822,958.94	\$ 15,393,893.12	\$ 1,296,766.34	\$ 12,689,766.47	\$ (469,374.68)	\$ 32,760,944.57
Food Service (02)	796,205.31	294,032.33	30,451.08	77,802.76	(22,354.52)	959,629.28
Transportation (03)	(33,573,212.14)	-	6,486.31	32,574.57	(2,733.31)	(33,615,006.33)
Comm. Service (04)	78,439.04	111,776.26	93,616.89	143,833.73	(22,026.48)	(69,261.80)
Operating Capital (05)	(403,678.91)	-	-	10,874.01	-	(414,552.92)
Construction (06)	1,180,641.67	-	-	62,744.61	-	1,117,897.06
Debt Service (07)	1,199,094.76	-	-	-	-	1,199,094.76
Performance Contract (16)	(4,148,059.09)	-	-	-	-	(4,148,059.09)
Activity Fund (19)	170,280.79	2,046.51	-	4,656.09	-	167,671.21
Dental Self Insurance (20)	315,224.77	72.65	-	20,771.72	26,997.02	321,522.72
Medical Self Insurance (21)	6,833,072.82	523.26	-	470,884.17	489,491.97	6,852,203.88
OPEB Trust Fund (25)	100,073.79	18,688.82	-	2,287.61	-	116,475.00
OPEB Debt Service (47)	142,399.42	-	-	-	-	142,399.42
Student Activities Under Board Control (51)	95,761.56	4,622.65	-	9,120.28	-	91,263.93
Total	\$ 9,728,337.86	\$ 15,825,655.60	\$ 1,427,320.62	\$ 13,525,316.02	\$ -	\$ 5,482,221.69

Bank	Balance Per Bank Statement	Outstanding Checks	Outstanding Deposits	Balance per Treasurer's Books
MN Trust - OPEB	\$ 22,947.99	\$ -	\$ -	\$ 22,947.99
MN Trust - Operating	5,516,330.98	57,057.28	-	5,459,273.70
Total	\$5,539,278.97	\$ 57,057.28	\$ -	\$5,482,221.69

Difference \$ 0.00

Schedule of Investments

As of 4/30/22

Investment	Broker	Type	Purchased	Maturity	Market Value	Par	Yield
MN Trust Full Flex Savings Deposit Account	PMA - OPP	SDA	04/30/22		11,000,687.12	11,000,687.12	0.38%
Greenstate Credit Union Certificate of Deposit	PMA - OPP	CD	05/26/21	07/26/22	249,800.00	249,974.94	0.06%
CFG Bank Certificate of Deposit	PMA - OPP	CD	05/26/21	07/26/22	249,700.00	249,853.01	0.05%
Customers Bank Certificate of Deposit	PMA - OPP	CD	05/26/21	07/26/22	249,800.00	249,937.30	0.05%
Royal Business Bank Certificate of Deposit	PMA - OPP	CD	05/26/21	07/26/22	249,800.00	249,976.39	0.06%
First Internet Bank of Indiana Certificate of Deposit	PMA - OPP	CD	05/26/21	07/26/22	249,800.00	249,966.38	0.06%
Midland States Bank Certificate of Deposit	PMA - OPP	CD	05/26/21	07/26/22	249,800.00	249,948.69	0.05%
Financial Federal Bank	PMA - OPEB	CD	12/22/21	11/01/22	100,000.00	100,086.03	0.10%
Trustar Bank	PMA - OPEB	CD	11/19/21	11/21/22	249,600.00	249,786.04	0.07%
Kane SD #304-UNREF	PMA - OPEB	SEC	01/07/21	01/01/23	686,367.95	655,000.00	0.24%
Desert Sands USD-REF	PMA - OPEB	SEC	02/23/21	08/01/23	228,027.80	220,000.00	0.12%
NYC-D2-TXBL	PMA - OPEB	SEC	02/19/21	12/01/23	1,003,280.00	1,000,000.00	0.20%
Schenectady Co	PMA - OPEB	SEC	03/09/21	12/15/23	223,728.75	225,000.00	0.20%
Oklahoma City - TXBL	PMA - OPEB	SEC	01/07/20	03/01/24	204,408.00	200,000.00	1.70%
US Treasury N/B	PMA - OPEB	SEC	11/22/21	10/15/24	663,769.40	700,000.00	0.66%
US Treasury N/B	PMA - OPEB	SEC	12/21/21	11/30/24	429,275.18	444,000.00	0.80%
US Treasury N/B	PMA - OPEB	SEC	01/21/22	11/30/25	251,238.35	275,000.00	1.35%
US Treasury N/B	PMA - OPEB	SEC	02/24/22	11/30/25	219,262.56	240,000.00	1.72%
Totals					\$ 16,758,345.11	\$ 16,809,215.90	

Personnel Changes 2021-22 School Year

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

First Name	Last Name	Assignment	Step/Lane/Salary	School
Ceamantha	James	Track Asst Coach	Schedule C	FHS
Tom	Larson	Spring Drama Director	Schedule C	FHS
Tom	Larson	Spring Drama Costumes	Schedule C	FHS
Carol	Milner	Spring Drama Makeup	Schedule C	FHS
Dan	Wold	Spring Drama Design & Set	Schedule C	FHS
Dan	Wold	Spring Drama Technical Director	Schedule C	FHS

New Contracts and Amendments per Master Agreements (2022-2023)

First Name	Last Name	Assignment	Step/Lane/Salary	School
Matthew	Engelhardt	Assistant Principal	Step 1	FMS

Individual Contracts (2021-2022)

First Name	Last Name	Assignment	Step/Lane/Salary	School
Jessica	Baker	IB Coordinator	Individual Contract (2021-2023)	District
Christopheraaron	Deanes	Culture and Climate Coordinator	Individual Contract (2021-2023)	District
Steven (Ike)	Isaacson	Director of Human Resources	Individual Contract (2021-2023)	District
Kristen	Joly	Assistant Transportation Coordinator	2021-2022 Individual Contract	District
Cindy	McKay	Transportation Coordinator	Individual Contract (2021-2023)	District
Yusuf	Mohamud	Equity and Inclusion Specialist	Individual Contract (2021-2023)	District
Kari	Reiter	IB Coordinator	Individual Contract (2021-2023)	District
Barbie	Roessler	Director of Finance & Operations	Individual Contract	District
Dan	Roff	Activities Director	Individual Contract	District
Kate	Talafous	IB Coordinator	Individual Contract (2021-2023)	RLS

Individual Contracts (2022-2023)

First Name	Last Name	Assignment	Step/Lane/Salary	School
Jason	Bodey	Director of Teaching & Learning	Individual Contract	District
Jason	Bruns	Buildings & Grounds Coordinator	Individual Contract	District
Susan	Bucci	Payroll Specialist	Individual Contract	District
Kristine	Carlston	Human Resources Coordinator	Individual Contract	District
Joshua	Collins	Director of Communications and Community Relations	Individual Contract	District
Lucas	Harrison	Equity and Inclusion Specialist	Individual Contract	RLS

First Name	Last Name	Assignment	Step/Lane/Salary	School
Justin	Reese	Activities Director	Individual Contract	District
David	Webber	Communications Specialist	Individual Contract	District
Kirsten	Wickman	Curriculum Coordinator	Individual Contract	District

Leaves of Absence (2021-2022)

- Kathleen Backstrom has requested a leave of absence from her clerical position from April 18, 2022 through June 15, 2022.

Resignations (2021-2022)

- Sheiku Deen resigned his student achievement specialist position at Fridley Public Schools, effective April 27, 2022.
- Wayne Scott resigned his custodian position at Fridley High School, effective April 30, 2022.



FRIDLEY PUBLIC SCHOOLS

TO: Members of the School Board and Superintendent Hiel
FROM: Renee Arbogast, Director of Nutritional Services
DATE: May 5, 2022
RE: Approval of Meal Prices for 2022-23 School Year

RECOMMENDATION:

For the Board of Education to approve the following meal prices \$.15 - \$.50 increase for the 2022-23 school year.

Meal	Level	Price
Breakfast	All students	No charge
Breakfast	Adult	\$2.25
Lunch	Middle/High	\$3.00
Lunch	Elementary	\$2.75
Lunch	Reduced price – all students	No charge
Lunch	Adult	\$4.50
Milk only	All students	\$0.55

