

Work Session

Tuesday, October 18, 2022 5:30 PM

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

A. Signing Required Documents		Presenter: Dr. Kim Hiel
B. <u>GOVERNANCE AND POLICY</u>		
B.1. Second Readings and Adoption of Policies		
B.1.a.	Policy 208 Development of Policies	Presenter: Dr. Kim Hiel
B.1.b.	Policy 209 Code of Ethics	Presenter: Dr. Kim Hiel
B.1.c.	Policy 210 Conflict of Interest	Presenter: Dr. Kim Hiel
B.1.d.	Policy 415 Mandated Reporting of Maltreatment of Vulnerable Adults	Presenter: Laura Seifert-Hertling
B.1.e.	Policy 410 Family Leave	Presenter: S. Ike Isaacson
B.1.f.	Policy 416 Drug and Alcohol Testing	Presenter: S. Ike Isaacson
B.1.g.	Policy 417 Chemical Use and Abuse	Presenter: S. Ike Isaacson
B.1.h.	Policy 418 Drug-Free Workplace/School	Presenter: S. Ike Isaacson
B.2. First Reading of Policies		
B.2.a.	Policy 601 School District Curriculum and Instruction Goals	Presenter: Dr. Jason Bodey
B.2.b.	Policy 603 Curriculum Development	Presenter: Dr. Jason Bodey
B.2.c.	Policy 604 Instructional Curriculum	Presenter: Dr. Jason Bodey
B.2.d.	Policy 515.1 Data Request Policy for Subjects of Data	Presenter: S. Ike Isaacson
B.2.e.	Policy 722 Public Data Requests	Presenter: S. Ike Isaacson
C. <u>OVERSIGHT OF OPERATIONS</u>		
C.1. Legal, Staffing and Personnel Update		Presenter: S. Ike Isaacson
C.1.a.	New Contracts, Amendments, Leaves of Absence, Terminations, Resignations, and Retirements	
C.2. World's Best Workforce Report		Presenter: Dr. Jason Bodey
C.3. Statewide Health Improvement Program (SHIP) Grant with Anoka County		Presenter: Dr. Kim Hiel
C.4. Minnesota State High School League Foundation Grant		Presenter: Dr. Kim Hiel
C.5. Partnership Updates		
C.5.a.	Northwest Suburban Integration School District Joint Powers Board Meeting on September 21, 2022	Presenter: Nikki Auna

C.5.b.	Schools for Equity in Education Meeting held on September 23, 2022	Presenter: Abdisalam Adam
C.5.c.	Northeast Metro 916 Intermediate School District Board Meeting held on October 5, 2022	Presenter: Avonna Starck
D.	<u>BOARD GOVERNANCE POLICY</u>	
D.1.	School Resource Officer Discussion	Presenter: Dr. Kim Hiel
E.	<u>SUPERINTENDENT RELATIONS</u>	
E.1.	Superintendent Goals - Meeting set for October 31, 2022	Presenter: Dr. Kim Hiel
F.	<u>INFORMATIONAL ITEMS</u>	
F.1.	Student Enrollment	Presenter: Dr. Kim Hiel
F.2.	At the Next Work Session - NO WORK SESSION NOVEMBER 1, 2022	Presenter: Dr. Kim Hiel
F.3.	Board Strategies	Presenter: Ross Meisner
F.4.	Important School Board Dates	Presenter: Ross Meisner
F.4.a.	NE Metro 916 Board Meeting November 2, 2022 6:00 PM Bellaire School	Presenter: Ross Meisner
F.4.b.	AMSD Board of Directors Meeting November 4, 2022 7:00 AM Quora Education Center	Presenter: Ross Meisner
F.4.c.	NWSISD Joint Powers Board Meeting November 16, 2022 6:15 PM NWSISD District Office	Presenter: Ross Meisner
F.4.d.	Schools for Equity in Education Meeting December 2, 2022 9:30 AM DoubleTree Hotel - Roseville	Presenter: Ross Meisner
G.	<u>PUBLIC FORUM</u>	Presenter: Dr. Kim Hiel



FRIDLEY PUBLIC SCHOOLS

Fridley Public Schools Policies Presented for Second Reading October 18, 2022

#	Policy Name	Change/Revision
208	Development of Policies	Updated list of annual review policies
209	Code of Ethics	"That person" to "I" changes in each section
210	Conflict of Interest	Increase from \$8K to \$20K
415	Mandated Reporting/Adults	Updated definitions/alphabetized
410	Family Leave	Clarifies "parental care" and "employer"
416	Drug and Alcohol Testing	Add Clearinghouse and cannabinoids
417	Chemical Use and Abuse	Updates statutory language and text
418	Drug-Free Workplace/School	Updated statutory language and text

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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 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 policies shall be maintained and modified as needed. Policies shall define the desire and intent of the School Board and should be in a form 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. School district policy provides the school board's general direction for the school district while delegating policy implementation to the administration.
- B. The School district's policies provide guidelines and goals to the school community. The policies are the basis for guidelines and directives created by the administration. The School Board shall determine the effectiveness of policies by evaluating periodic reports from the administration.
- C. Policies may be proposed by a School Board member, employee, student or resident of the school district. Proposed policies or ideas shall be submitted to the superintendent 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. The proposals shall be read and public comment will be allowed at both meetings.
- B. 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 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 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.
- 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 copy of the school district policies is available online on the school website. A QR Code shall be placed in the office of each school and in the district office and shall be available for reference purposes to employees or other interested persons.
- C. The superintendent, employees designated by the superintendent, and individual School Board members shall be responsible for keeping the policy current.
- 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; 506 Student Discipline; 722 Public Data Requests; and 806 Crisis Management Policy
- 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:



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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

Revised October 18, 2022

Second Reading

209 School Board Member Code of Ethics

I. Purpose

The purpose of this policy is to assist School Board members in recognizing the role of individual School Board members and the contribution that each must make to develop an effective and responsible School Board.

II. General Statement of Policy

Each School Board member shall follow the code of ethics stated in this policy.

A. As a member of the School Board I will:

1. Listen.
2. Recognize the integrity of predecessors and associates.
3. Appreciate the merit of their work.
4. Be motivated by a desire to serve the pupils and the taxpayers of the district.
5. Attempt to be informed on the proper duties and functions of a School Board member.
6. Recognize that it is a responsibility, together with other School Board members, to see that the School District is properly run by professional administrators.
7. Work with the administration employees of the School Board – not over or around them.
8. Recognize that School Board business may be legally transacted only in an open meeting of the School Board.

B. In performing the proper functions of a School Board member I will:

1. Adhere to education policies unless necessity requires otherwise.
2. Meet the legal responsibility as part of a policy forming body and not as an administrative officer.
3. Act as a trustee of public education and protect, conserve, and advance its progress.

C. To maintain relations with other members of the School Board I will:

1. Respect the right of others to have and express opinions.
2. Recognize that authority rests with the School Board in legal session – not with the individual members of the School Board except as authorized by law.
3. Make no disparaging remarks, in or out of School Board meetings, about other members of the School Board or their opinions.
4. Make decisions in School Board meetings after all sides of debatable questions have been presented.
5. Delegate details of School Board action to administrative employees.

6. Insist that special committees be appointed to serve only in an advisory capacity to the School Board.

D. In meeting the responsibilities to the community I will:

1. Attempt to appraise both the present and future educational needs of the school district.
2. Attempt to obtain adequate financial support for the school district's program.
3. Interpret the needs and attitudes of the community and translate them into the educational program of the school district.
4. Consider it an important responsibility to interpret the educational program of the school as it relates to the needs of the community.
5. Insist that business transactions of the school district be ethical and open.

E. In working with the superintendent of schools and staff I will:

1. Hold the superintendent responsible for the administration of the school district.
2. Give the superintendent authority commensurate with the responsibility.
3. Assure that the school district is administered by the best professional personnel available.
4. Consider the recommendation of the superintendent in the hiring of all employees.
5. Participate in School Board action after considering the recommendation of the superintendent and only after the superintendent has furnished adequate information supporting the recommendation.
6. Expect the superintendent to keep the School Board adequately informed at all times through both oral and written reports.
7. Spend adequate time in School Board meetings on educational policies.
8. Offer the superintendent counsel and advice.
9. Recognize the status of the superintendent as the chief executive officer and a non-voting, ex officio member of the School Board.
10. Refer all complaints to the proper administrative representative or insist that they be presented in writing to the whole School Board.
11. Present any personal criticisms of employees to the superintendent unless they involve the superintendent and then in such case may present to the Board Chair.
12. Provide support for the superintendent and employees of the school district so they may perform their proper functions on a professional level.

F. In fulfilling the legal obligations as a School Board Member I will:

1. Comply with all federal, state, and local laws relating to work as a School Board Member.
2. Comply with all school district policies as adopted by the School Board.
3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other state and federal agencies with jurisdiction over school districts.
4. Recognize that school district business may be legally transacted only in an open meeting of the School Board.
5. Avoid conflicts of interest and refrain from using the position for personal gain.
6. Take no private action that will compromise the School Board or administration.



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7. Guard the confidentiality of information that is protected under applicable law or rule

Legal References:

Minn. Stat. 123B.02, Subd. 1 (School District Powers)
Minn. Stat. 123B.09 (School Board Powers)
Minn. Stat. 123B.143, Subd. 1, (Superintendent)

Cross References:

None

SCHOOL BOARD ACTION:

Revised as Policy 4.500
Revised as Policy 209 December 21, 1999
Revised March 15, 2011
Revised April 16, 2013
Revised October 18, 2022

Second Reading

210 Conflict of Interest - School Board Members

I. PURPOSE

The purpose of this policy is to observe 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 Minnesota Statute Chapter 118A. Any School Board member having said interest shall disclose that interest and the interest shall be entered upon the school board minutes. Disclosure 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 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 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 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 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 \$20,000 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 at which all School Board members are present, that employment is immediately terminated and that School Board member 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, 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. 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 in which the contract is approved.

IV. Limitation on Related Employees

- A. The School Board must hire or dismiss teachers only at duly called meetings. 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 (Employment; Contracts; Termination)
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)

SCHOOL BOARD ACTION:

Adopted December 21, 1999
Revised December 16, 2008
Revised March 15, 2011
Revised May 17, 2022
Revised October 18, 2022



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415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected maltreatment of vulnerable adults.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to comply fully with Minnesota Statutes section 626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.
- B. A violation of this policy occurs when any school personnel fails to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

III. DEFINITIONS

- A. "Abuse" means:
 - a. An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction.
 - b. Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or

deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825.

- c. Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility.
- d. The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another.

Abuse does not include actions specifically excluded by Minnesota Statutes section 626.5572, Subdivision 2.

- B. "Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.
- C. "Common entry point" means the entity responsible for receiving reports of alleged or suspected maltreatment of a vulnerable adult.
- D. "Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.
- E. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.
- F. "Mandated Reporters" means a professional or professional's delegate while engaged in education.
- G. "Maltreatment" means the neglect, abuse, or financial exploitation of a vulnerable adult.
- H. "Neglect" means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult's physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or

therapeutic conduct.

- I. Neglect also includes the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult's health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minnesota Statutes section 626.5572, Subdivision 17.
- J. "School Personnel" means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.
- K. "Vulnerable Adult" means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under Minnesota Statutes chapter 245A, except as excluded under Minnesota Statutes section 626.5572, Subdivision 21(a)(2); (3) receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or type of service received possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual's ability to adequately provide the person's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point responsible for receiving reports.
- B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.
- C. The reporter shall to the extent possible identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident, and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose not public data as defined

under Minnesota Statutes section 13.02 to the extent necessary to comply with the above reporting requirements.

- D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting, or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.
- E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report is prohibited.
- F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

V. INVESTIGATION

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rests with the entity designated by the county for receiving reports.

VI. DISSEMINATION OF POLICY AND TRAINING

- A. This policy should appear in school personnel handbooks as appropriate.
- B. The school district will develop a method of discussing this policy with employees as appropriate.
- C. This policy should be reviewed at least annually for compliance with state law.

Legal References:

Minn. Stat. § 13.02 (Government Data Practices; Definitions)
Minn. Stat. Ch. 245A (Human Services Licensing)
Minn. Stat. § 245.825 (Abuse and Deprivation Procedures; Licensed Facilities and Services)
Minn. Stat. §§ 609.221-609.224 (Assault)
Minn. Stat. § 609.232 (Crimes Against Vulnerable Adults; Definitions)
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Stat. § 626.5572 (Definitions)



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In re Kleven, 736 N.W.2d 707 (Minn. App. 2007)

Cross References:

MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)

MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)

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

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

MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

MSBA/MASA Model Policy 511 (Protection and Privacy of Pupil Records)

School Board Action:

Adopted as Policy 415 on April 21, 2020

Revised October 18, 2022

410 FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota Parenting Leave laws.

III. DEFINITIONS

A. “Covered Active duty means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign county; and
2. in the case of a member or a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 United States Code section 101(a)(13)(B).

B. “Covered servicemember” means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

- C. “Eligible employee” means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee’s pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee’s fulfillment of his or her USERRA-covered service obligation or a written agreement, including a collective bargaining agreement, exists concerning the school district’s intention to rehire the employee after the break in service.
- D. “Military caregiver leave” means leave taken to care for a covered servicemember with a serious injury or illness.
- E. “Next of kin of a covered servicemember” means the nearest blood relative other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin.
- F. “Outpatient status” means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
1. A military medical treatment facility as an outpatient; or
 2. A unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.

- G. “Qualifying exigency” means a situation where the eligible employee seeks leave for one or more of the following reasons:
1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
 2. to attend military events and related activities of a covered military member;
 3. to address issues related to childcare and school activities of a covered military member’s child;
 4. to address financial and legal arrangements for a covered military member;
 5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
 6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period deployment;
 7. to attend post-deployment activities related to a covered military member;
 8. to address care needs of a covered military member’s parent who is incapable of self-care; and
 9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. “Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:
1. inpatient care in a hospital, hospice, or residential medical care facility; or
 2. continuing treatment by a health care provider.
- I. “Spouse” means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognized such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have

been entered into in at least one state.

J. “Veteran” has the meaning given in 38 United States Code section 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee’s child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee’s spouse, son, daughter, or parent with a serious health condition;
 - d. the employee’s serious health condition makes the employee unable to perform the functions of the employee’s job; and/or
 - e. any qualifying exigency arising from the employee’s spouse, son, daughter, or parent being on active duty, or notified of an impending call or order to active duty, in the reserve component of the Armed Forces or a retired member of the regular Armed Forces or reserve component in support of a contingency operation.
2. For the purposes of this policy, “year” is defined as a rolling 12-month period measured backward from the date an employee’s leave is to commence.
3. An employee’s entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A “serious health condition” typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short term conditions for which treatment and recovery are very brief.
5. A “serious injury or illness,” in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:

- a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
- b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:
 - 1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
 - 2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - 3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - 4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; or because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.

7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, or parent being on active duty, or notified of an impending call or order to active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military member's active duty or a call to active duty status in support of a contingency operation and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be

responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may, in some situations, be required to reimburse the school district for the cost of the health plan premiums paid by it.

13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. It shall be the responsibility of the superintendent to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

The school district shall comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed to by the school district. The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full time equivalent during the 12-month period immediately preceding the leave. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by a period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the school district so that the total leave does not exceed 12 weeks, unless agreed by the school district, or leave taken for the same purpose under FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the school district reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin

within 12 months after the child leaves the hospital..

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall only be available during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.6., IV.A.9., IV.A.11., IV.A.12., and IV.A.13. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not

limited to, teachers, coaches, driver's education instructors, and special education assistants.

- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than twenty percent of the work days in the leave period may be required to:
 - 1. take leave for the entire period or periods of the planned medical treatment; or
 - 2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
 - 1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
 - 2. If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
 - 3. If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, school district may require the employee to continue taking leave until the end of the semester.
- D. The entire period of leave taken under the special rules will be counted as leave. The school district will continue to fulfill the school district's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

VI. OTHER



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

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- A. The provisions of this policy are intended to comply with the applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations.
- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

- A. This policy shall be accessible to employees and families via the Fridley Public Schools' website.
- B. This policy will be reviewed at least every three years or more for compliance with state and federal law.

Legal References:

Minn. Stat. §§ 181.940-181.944 (Parenting Leave and Accommodations)
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
38 U.S.C. § 101 (Definitions)
29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross References:

MSBA School Law Bulletin "M" (Licensed and Non-Licensed School District Employee Leave)

School Board Action:

Adopted as Policy 410 March 16, 2004
Revised August 18, 2009
Revised February 17, 2015
Revised May 17, 2016
Revised October 18, 2022

Annual Review:

<u>Month</u>	<u>Year</u>	<u>Notes</u>
June	2022	Reviewed / No changes
October	2022	Reviewed/changes made

417 Chemical Use and Abuse

I. PURPOSE

The School Board recognizes that chemical use and abuse constitutes a grave threat to the physical and mental well-being of students and employees and significantly impedes the learning process. Chemical use and abuse also creates significant problems for society in general. The School Board believes that the public school has a role in education, intervention, and prevention of chemical use and abuse. The purpose of this policy is to assist the school district in its goal to prevent chemical use and abuse by providing procedures for education and intervention.

II. GENERAL STATEMENT OF POLICY

- A. Use or possession of controlled substances, toxic substance, medical cannabis, and alcohol before, during, or after school hours, at school or in any other school location, is prohibited in accordance with school district policies with respect to a Drug-Free Workplace/Drug-Free School.
- B. The school district shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement.
- C. Every school that participates in a school district chemical abuse program shall establish a chemical abuse preassessment team. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
- D. The school district shall establish a drug-free awareness program for its employees.

III. DEFINITIONS

- A. “Chemical abuse” as applied to students, means use of any psychoactive or mood-altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the student’s normal function in academic, school, or social activities is chronically impaired.
- B. “Controlled substances,” as applied to the chemical abuse assessment of students, means a drug, substance, or immediate precursor in Schedules I through V of Minnesota Statutes section 152.02 and “marijuana” as defined in Minnesota Statutes section 152.01, subdivision 9 but not distilled spirits, wine, malt beverages, intoxicating liquors or tobacco. As otherwise defined in this policy, “controlled substances” include narcotic

drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.

- C. “Drug prevention” means prevention, early intervention, rehabilitation referral, recovery support services, or education related to the illegal use of drugs, such as raising awareness about the consequences of drug use that are evidence based.
- D. “Use” includes to sell, buy, manufacture, distribute, dispense, use, or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration.
- E. “School location” includes any school building or on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off-school property at any school sponsored or school-approved activity, event or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.
- F. “Teacher” means all persons employed in a public school or education district or by a service cooperative as members of the instructional, supervisory, and support staff including superintendents, principals, supervisors, secondary vocational and other classroom teachers, librarians, counselors, school psychologists, school nurses, school social workers, audio-visual directors and coordinators, recreation personnel, media generalists, media supervisors, and speech therapists.

IV. STUDENTS

A. Districtwide School Discipline Policy

Procedures for detecting and addressing chemical abuse problems of a student while on school premises are included in the districtwide school student discipline policy.

B. Programs and Activities

1. The school district shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievements. The programs and activities may include, among other programs and activities, drug prevention activities and programs that may be evidence based, including programs to educate students against the use of alcohol, tobacco, marijuana, smokeless tobacco products, and electronic cigarettes.

2. As part of its drug-free programs, the school district may implement the drug abuse resistance education program (DARE) that enables peace officers to undergo the training to teach a curriculum on drug abuse resistance in schools.

C. Reports of Use, Possession, or Transfer of Alcohol or a Controlled Substance

1. A teacher in a nonpublic school participating in a school district chemical use program, or a public school teacher, who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled substance while on the school premises or involved in school-related activities, shall immediately notify the school's chemical abuse preassessment team, or staff member assigned duties similar to those of such a team, of this information.
2. Students involved in the use, possession, transfer, distribution, or sale of chemicals maybe suspended and proposed for expulsion in compliance with the student discipline policy and the Pupil Fair Dismissal Act, Minnesota Statutes section 121A.40-121A.56, and proposed for expulsion.
3. Searches by school district officials in connection with the abuse, possession, or transfer, of alcohol or a controlled substance will be conducted in accordance with School Board policies related to search and seizure.
4. Nothing in paragraph IV.B.1. prevents a teacher or any other school employee from reporting to a law enforcement agency any violation of law occurring on school premises or at school sponsored events.

D. Preassessment Team

1. Every school that participates in a school district chemical abuse program shall establish a chemical abuse preassessment team designated by the superintendent or designee. The team must be composed of classroom teachers, administrators, and to the extent they exist in the school, school nurse, school counselor or psychologist, social worker, chemical abuse specialist, and other appropriate professional staff. For schools that do not have a chemical abuse program and team, the superintendent or designee will assign these duties to a designated school district employee.
2. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
3. Within forty-five (45) days after receiving an individual reported case, the team shall make a determination whether to provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical abuse.

E. Data Practices

1. Student data may be disclosed without consent in health and safety emergencies pursuant to Minnesota Statutes. section 13.32 and applicable federal law and regulations.
2. Destruction of Records
 - a. If the preassessment team decides not to provide a student and, in the case of a minor, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the determination is made.
 - b. If the team decides to provide the student and, in the case of a minor or a dependent student, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the student is no longer enrolled in the district.
 - c. Destruction of records identifying individual students shall be governed by paragraph IV.E.2. notwithstanding Minnesota Statutes section 138.163 (Preservation and Disposal of Public Records).

F. Consent

Any minor may give effective consent for medical, mental and other health services to determine the presence of or to treat conditions associated with alcohol and other drug abuse, and the consent of no other person is required.

V. EMPLOYEES

- A. The school district shall establish a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace.
 2. The school district's policy of maintaining a drug-free workplace.
 3. Available drug counseling, rehabilitation, and assistance programs.
 4. The penalties that may be imposed on employees for drug abuse violations.

- B. The school district shall notify federal granting agency required to be notified under the Drug-Free Workplace Act within ten (10) days after receiving notice from the employee or otherwise receiving actual notice of any criminal drug statute conviction occurring in the workplace.

Legal References:

Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.25-121A.29 (Chemical Abuse)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 124D.695 (Approved Recovery Program Funding)
Minn. Stat. § 126C.44 (Safe Schools Levy) Minn. Stat. § 138.163 (Preservation and Disposal of Public Records)
Minn. Stat. § 144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.02 (Schedules of Controlled Substances; Administration of Chapter)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
Minn. Stat. § 152.22 (Limitations; Medical Cannabis)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
20 U.S.C. §§ 7101-7122 (Student Support and Academic Enrichment Grants)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
34 C.F.R. Part 85 (Government-Wide Requirements for Drug-Free Workplace)

Cross References:

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug Free School)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)

School Board Action:

Adopted as Policy 11.401 October 21, 1980
Revised as Policy 417 October 16, 2007
Revised July 16, 2013



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Revised May 17, 2016

Revised October 18, 2022

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.

Second Reading

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and controlled substances without a physician's prescription.

II. GENERAL STATEMENT OF POLICY

- A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
- B. It shall be a violation of this policy for any student, teacher, administrator, other school district personnel, or member of the public to use alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), or controlled substances in any school location.
- 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 member of the public who violates this policy.

III. DEFINITIONS

- A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent of alcohol by volume.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.
- C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.
- D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by any route of administration.

- E. “Medical cannabis” means any species of the genus cannabis plant, or any mixture of preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method approved by the commissioner.
- F. “Possess” means to have on one’s person, in one’s effects, or in an area subject to one’s control.
- G. “School location” includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.
- H. “Toxic substances” includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the commissioner of health.
- I. “Use” includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.

IV. EXCEPTIONS

- A. It shall not be a violation of this policy for a person to bring onto a school location, for such person’s own use, a controlled substance which has a currently accepted medical use in treatment in the United States and the person has a physician’s prescription for the substance. The person shall comply with the relevant procedures of this policy.
- B. It shall not be a violation of this policy for a person to possess an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes, section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

V. PROCEDURES

- A. Students who have a prescription from a physician for medical treatment with a controlled substance must comply with the school district's student medication policy.
- B. Employees who have a prescription from a physician for medical treatment with a controlled substance are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.
- C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.
- D. Employees are subject to the school district's drug and alcohol testing policies and procedures.
- E. Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the superintendent.
- F. No person is permitted to possess or use medical cannabis on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medical cannabis.
- G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes, section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. ENFORCEMENT

- A. Students
 - 1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids (including edible cannabinoid products),
 - 2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct

individual or group counselling service, which may be provide by school based mental health services providers; and/or referral to law enforcement officials when appropriate.

3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction.
2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.
3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.
4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Legal References:

Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)Minn. Stat. § 152.22, subd. 6 (Definitions; Medical Cannabis;)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 609.684 (Abuse of Toxic Substances)



A World-Class Community of Learners

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

Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-7165 (Student Support and Academic Enrichment Grants)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 701-707 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 85 (Government-Wide Requirements for Drug-Free Workplace)

Cross References:

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal
of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco,
Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention
Instruction)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 516 (Student Medication)

Adopted as Policy 11.40 June 25, 1985
Revised July 9, 1991
Revised as Policy 418 October 16, 2007
Reviewed August 20, 2013
Revised November 21, 2017
Revised October 18, 2022

601 School District Curriculum and Instruction Goals

I. Purpose

The purpose of this policy is to establish broad curriculum parameters for the Fridley Public Schools District that encompass the Minnesota Graduation Standards and federal law and are aligned with creating the world's best workforce.

II. General Statement of Policy

It is the policy of the school district to establish learner results toward which all learning in the school district should be directed and for which all school district learners should be held accountable.

III. Definitions

- A. "Academic standard" means a summary description of student learning in a required content area or elective content area.
- B. "Benchmark" means specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.
- C. "Curriculum" means district or school adopted programs and written plans for providing students learning experiences that lead to expected knowledge and skills.
- D. "Instruction" means methods of providing learning experiences that enable students to meet state and district academic standards and graduation requirements.
- E. "Performance measures" are measures to determine school district and school site progress in striving to create the world's best workforce and must include at least the following:
 - 1. the size of the academic achievement gap and rigorous course taking, including college-level advanced placement, international baccalaureate, postsecondary enrollment options including concurrent enrollment, other rigorous courses of student or industry certification courses or programs and enrichment experiences by student subgroup;

2. student performance on the Minnesota Comprehensive Assessments;
 3. high school graduation rates; and
 4. career and college readiness under Minnesota Statutes section 120 B.30, Subdivision 1.
- F. “World’s best workforce” means striving to: meet school readiness goals; have all third-grade students achieve grade-level literacy; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.
- G. “Experiential learning” means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, other cooperative work experience, youth apprenticeship, or employment.

IV. Long-Term Strategic Plan

- A. The School Board, at a public meeting, shall adopt a comprehensive, long-term strategic plan to support and improve teaching and learning that is aligned with creating the world’s best workforce and includes the following:
1. clearly defined school district and school site goals and benchmarks for instruction and student achievement for all student categories identified in state and federal law;
 2. a process to assess and evaluate each student’s progress toward meeting state and local academic standards, assess and identify students for participation in gifted and talented programs and accelerate their instruction, adopt procedures for early admission to kindergarten or first grade of gifted and talented learners which are sensitive to under-represented groups, and identify the strengths and weaknesses of instruction in pursuit of student and school success and curriculum affecting students’ progress and growth toward career and college readiness and leading to the world’s best workforce;
 3. a system to periodically review and evaluate the effectiveness of all instruction and curriculum, taking into account strategies and best

practices, student outcomes, principal evaluations under Minnesota Statutes section 123B.147, Subdivision 3, students' access to effective teachers who are members of populations under-represented among the licensed teachers in the district or school and who reflect the diversity of enrolled students under Minnesota Statutes section 120B.35, Subdivision 3(b) (2), and teacher evaluations under Minnesota Statutes section 122A.40, Subdivision 8, or 122A.41, Subdivision 5;

4. strategies for improving instruction, curriculum, and student achievement, including English and, where practicable, the native language development and the academic achievement of English learners;
5. a process to examine the equitable distribution of teachers and strategies to ensure low-income and minority children are not taught at higher rates than other children by inexperienced, ineffective, or out-of-field teachers;
6. education effectiveness practices that integrate high-quality instruction, rigorous curriculum, technology, and a collaborative professional culture that develops and supports teacher quality, performance, and effectiveness; and
7. an annual budget for continuing to implement the school district plan.

B. School district site and school goals shall include the following:

1. All students will be expected to demonstrate essential skills to effectively participate in lifelong learning. These skills include:
 - a. reading, writing, speaking, listening and viewing in the English language;
 - b. mathematical and scientific concepts;
 - c. locating, organizing, communicating and evaluating information and developing methods of inquiry (i.e. problem solving);
 - d. creative and critical thinking, decision making and study skills;
 - e. work readiness skills;
 - f. global and cultural understanding.
2. Each student will have the opportunity and will be expected to develop and apply essential knowledge that enables that student to:

- a. live as a responsible, productive citizen and consumer within local, state, national and global political, social, and economic systems;
 - b. bring many perspectives, including historical, to contemporary issues;
 - c. develop an appreciation and respect for democratic institutions;
 - d. communicate and relate effectively in languages and with cultures other than the student's own;
 - e. practice stewardship of the land, natural resources and environment;
 - f. use a variety of tools and technology to gather and use information, enhance learning, solve problems, and increase human productivity.
3. Students will have the opportunity to develop creativity and self-expression through visual and verbal images, music, literature, world languages, movement and the performing arts.
 4. School practices, curriculum, instruction and guidance services will be directed toward developing within each student a positive self-image and a sense of personal responsibility for:
 - a. establishing and achieving personal and career goals;
 - b. becoming a self-directed, life-long learner;
 - c. adapting to change;
 - d. leading a healthy and fulfilling life physically, emotionally and socially;
 - e. living a life that will contribute to the well-being of society;
 - f. exercising ethical behavior.
 5. Students will be given the opportunity to acquire human relations skills necessary to:

- a. appreciate, understand, and accept human diversity and interdependence;
- b. address human problems through team effort;
- c. resolve conflicts with and among others;
- d. function constructively within a family unit;
- e. promote a multicultural, gender-fair, disability-sensitive society.

C. ~~Every child is~~ The School District shall ensure that every child, including English learners, is reading at or above grade level no later than the end of grade 3, including English learners, and teachers provide comprehensive, scientifically based reading instruction, including a program or collection of instructional practices that is based on valid, replicable evidence showing that, when the programs or practices are used, students can be expected to achieve, at a minimum, satisfactory reading progress. The program or collection of practices must include, at a minimum, effective, balanced instruction in all five areas of reading (phonemic awareness, phonics, fluency, vocabulary development, and reading comprehension), as well as instructional strategies for continuously assessing, evaluating, and communicating the student's reading progress and needs.

1. The school district shall identify, before the end of kindergarten, grade 1, and grade 2, students who are not reading at grade level. Students identified as not reading at grade level by the end of kindergarten, grade 1, and grade 2 must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified, before the end of the current school year. Reading assessments in English and in the predominant languages of district students, where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of English learners. The school district must use locally adopted, developmentally appropriate, and culturally responsive assessment.
2. Students in grade 3 or higher who demonstrate a reading difficulty to a classroom teacher must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified.
3. Reading assessments in English and in the predominant language of district students, where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district must use locally adopted, developmentally appropriate, and culturally responsive

assessment and annually report summary assessment results to the Commissioner of Education by July 1.

4. The school district must annually report to the Commissioner of Education by July 1 a summary of the district's efforts to screen and identify students who demonstrate characteristics of dyslexia using screening tools such as those recommended by the Minnesota Department of Education's dyslexia specialist. With respect to students screened or identified under paragraph (1), the report must include:

(a) a summary of the district's efforts to screen for dyslexia;

(b) the number of students screened for that reporting year; and

(c) the number of students demonstrating characteristics of dyslexia for that year.

5. .A student identified as having a reading difficulty must be provided with alternate instruction under Minnesota Statutes section 125A.56, Subdivision 1.

2.6. At least annually, the school district must give the parent of each student who is not reading at or above grade level timely information about:

- a. student's reading proficiency as measured by a locally adopted assessment;
- b. reading-related services currently being provided to the student; and
- c. strategies for parents to use at home in helping their students succeed in becoming grade-level proficient in reading English and their native languages.

3.7. For each student who is not reading at or above grade level, the school district shall provide reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year. If a student does not read at or above grade level by the end of grade 3, the school district must continue to provide reading intervention until the student reads at grade level. Intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs. Intervention methods may include, but are not limited to, requiring attendance in summer school, intensified reading instruction that may require that the student be

removed from the regular classroom for part of the school day, extended day programs, or programs that strengthen students' cultural connections.

- ~~4. The school district must annually report to the Commissioner of Education by July 1 a summary of the district's efforts to screen and identify students who demonstrate characteristics of dyslexia using screening tools such as those recommended by the Minnesota Department of Education's dyslexia specialist. With respect to students screened or identified under paragraph (1), the report must include:~~
 - ~~(a) a summary of the district's efforts to screen for dyslexia;~~
 - ~~(b) the number of students screened for that reporting year; and~~
 - ~~(c) the number of students demonstrating characteristics of dyslexia for that year.~~
- ~~5. A student identified as having a reading difficulty must be provided with alternate instruction under Minnesota Statutes section 125A.56, Subdivision 1.~~
8. The school district will provide a personal learning plan for a student who is unable to demonstrated grade-level proficiency, as measured by the statewide reading assessment in grade 3. The school district will determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school district will develop the personal learning plan in consultation with the student's parent or guardian. The personal learning plan will address knowledge gaps and skill deficiencies through strategies such as specific exercise and practices during and outside of the school day, periodic assessments, and reasonable timelines. The personal learning plan may include grade retention if it is in the student's best interest. The student's school will maintain and regularly update and modify the personal learning plan until the student reads at grade level. This paragraph does not apply to a student under an Individualized Education Program.
- ~~6. At least annually, the school district must give the parent of each student who is not reading at or above grade level timely information about:~~
 - ~~a. the student's reading proficiency as measured by a locally adopted assessment;~~
 - ~~b. reading-related services currently being provided to the student and the student's progress; and~~
 - ~~c. strategies for parents to use at home in helping their students succeed in becoming grade-level proficient in reading English and their native languages. This provision may not be used to deny a student's right to~~

~~a special education evaluation.~~

- ~~7. For each student who is not reading at or above grade level, the school district shall provide reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year. If a student does not read at or above grade level by the end of grade 3, the school district must continue to provide reading intervention until the student reads at grade level. Intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs. Intervention methods may include, but are not limited to, requiring attendance in summer 601-7 school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended day programs, or programs that strengthen students' cultural connections.~~

V. Parent and Community Involvement

- A. Parent involvement in the education of their children is critical to the successful learning of each student. It is the expectation of the School Board that parents will fulfill this obligation. Examples of ways in which parents may participate include the following:
1. hold and share high expectations for their children;
 2. help their children to attend school regularly and on time;
 3. help their children get adequate rest and nutrition;
 4. provide a quiet place for school work;
 5. communicate information to staff to help the school support and challenge their children;
 6. monitor their children's progress on a regular basis;
 7. respect and cooperate with teachers and other school staff;
 8. communicate concerns to a teacher or principal;
 9. attend all parent conferences;
 10. help their children learn to respect others and to resolve conflicts in positive ways;

11. consider involvement on school committees.
- B. Parents and community members have an important role to play in decision-making which guides the operation of the schools and school district. Therefore, it is the policy of the School Board, and shall be the general practice of the school district, to include parents and community members on committees and task forces whenever possible.
 - C. Parents and community members are encouraged to volunteer their time and talent in support of teaching and learning and the general operation of the school district.
 1. When parents and community members volunteer to work in schools, they shall work under the direction and supervision of the staff and abide by district policies.
 2. Appropriate training and orientation shall be provided for volunteers by the building administrator or a staff member.
 3. The school district reserves the right to decline the use of services offered by any volunteer.

Legal References: Minnesota Statutes section 120B.018 (Definitions)
 Minnesota Statutes section 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
 Minnesota Statutes section 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minnesota Statutes section 120B.12 (Reading Proficiently no Later than the End of Grade 3)
Minn. Stat. § 120B.30, Subd. 1 (Statewide Testing and Reporting System)
Minn. Stat. § 120B.35, Subd. 3 (Student Academic Achievement and Growth)
Minn. Stat. § 122A.40, Subd. 8 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.147, Subd. 3 (Principals)
Minn. Stat. § 125A.56, Subd. 1 (Alternate Instruction Required before Assessment Referral)

20 U.S.C. § 5801, *et seq.* (National Education Goals-~~2000~~)
 20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
 MSBA/MASA Model Policy 613 (Graduation Requirements)

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

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

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

[MSBA/MASA Model Policy 618 \(Assessment of Student Achievement\)](#)

School Board Action:

Adopted as Policy 9.127 February 16, 1999

Adopted as Policy 9.128 February 16, 1999

Adopted as Policy 9.122 June 16, 1998

Revised as Policy 601 June 17, 2008

Revised April 18, 2017

Revised July 18, 2017

Revised November 19, 2019

Revised July 20, 2021

603 CURRICULUM DEVELOPMENT

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. RESPONSIBILITY

~~A.~~ The superintendent shall be responsible for establishing an ongoing process for educational program development, evaluation and improvement. Timelines shall be determined by the superintendent that will provide for periodic reviews of each curriculum area.

IV. DISTRICT ADVISORY COMMITTEE

~~A.~~ The school board shall establish an advisory committee to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.

~~B.~~ The district advisory committee, to the extent possible, shall reflect the diversity of the district and its school sites, include teachers, parents, support staff, students, and other community residents, and provide translation to the extent appropriate and practicable. Whenever possible, parents and other community residents shall comprise at least two-thirds of advisory committee members.

~~C.~~ The district advisory committee shall pursue community support to accelerate the academic and native literacy and achievement of English learners with varied needs, from young children to adults, consistent with Minnesota Statutes section 124D.59, subdivisions 2 and 2a.

~~D.~~ The district may establish site teams as subcommittees of the district advisory committee.

~~E.~~ The district advisory committee shall recommend to the school board

~~1.~~ rigorous academic standards, student achievement goals and measures consistent with Minnesota Statutes section 120B.11, subdivision 1a, section 120B.022, subdivisions 1a and 1b, and section 120B.35,

~~2.~~ district assessments,

3. means to improve students' equitable access to effective and more diverse teachers, and

4. program evaluations.

F. School sites may expand upon district evaluations of instruction, curriculum, assessments, or programs.

V. SCHOOL SITE TEAM

Each school must establish a site team to develop and implement strategies and education effectiveness practices to improve instruction, curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site. The site team must include an equal number of teachers and administrators and at least one parent. The site team advises the board and the advisory committee about developing the annual budget and creates an instruction and curriculum improvement plan to align curriculum, assessment of student progress, and growth in meeting state and district academic standards and instruction.

VI. CURRICULUM DEVELOPMENT PROCESS

The superintendent shall provide for the meaningful involvement of staff, parents, community residents and, to the extent appropriate, students in decision making regarding program development, evaluation and improvement.

EA. Within the ongoing process of curriculum development, the following needs shall be addressed:

1. Provide for articulation of courses of study from kindergarten through grade twelve.
2. Identify minimum objectives for each course and at each elementary grade level.
3. Provide for continuing evaluation of programs for the purpose of attaining school district objectives.
4. Provide a program for ongoing monitoring of student progress.
5. Provide for specific, particular and special needs of all members of the student community.
6. Develop a local literacy plan to have every child reading at or above grade level no later than the end of grade 3, including English learners, and teachers providing comprehensive, scientifically based reading instruction consistent with law.

7. Integrate required and elective course standards in the scope and sequence of the district curriculum.
8. Meet all state and federal requirements, as well as the requirements of the Minnesota Department of Education.

~~BD.~~ Students identified as not reading at grade level by the end of kindergarten, grade 1, and grade 2 must be screened for characteristics of dyslexia. Students in grade 3 or higher who demonstrate a reading difficulty to a classroom teacher must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified. See Minnesota Statutes section 120B.12, Subdivision 2.

C. Students who do not meet or exceed Minnesota academic standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of Minnesota Statutes section 120A.20, subdivision 1(c). A student's plan under this section shall continue while the student is enrolled.

~~ED.~~ The superintendent shall be responsible for keeping the School Board informed of all state and federal mandated curriculum changes, as well as recommended discretionary changes and for periodically presenting recommended modifications for School Board review and approval.

~~EF.~~ The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to curriculum development.

Legal References:

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

Cross References:



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MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 605 (Alternative Programs)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEP, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)

MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
MSBA/MASA Model Policy 619 (Staff Development for Standards)
MSBA/MASA Model Policy 620 (Credit for Learning)
MSBA/MASA Model Policy 623 (Mandatory Summer School Instruction)

School Board Action

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

Revised June 19, 2012

Revised July 18, 2017

Revised December 17, 2019

Revised April 19, 2022

Revised for First Reading October 18, 2022

604 INSTRUCTIONAL CURRICULUM

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

- F. The superintendent shall have discretionary authority to develop guidelines and directives to implement School Board policy relating to instructional curriculum.

III. PARENTAL CURRICULUM REVIEW

The school district shall have a procedure for a parent, guardian, or an adult student, 18 years of age or older, to review the content of the instructional materials to be provided to a minor child or to an adult student and, if the parent, guardian, or adult student objects to the content, to make reasonable arrangements with school personnel for alternative instruction. Alternative instruction may be provided by the parent, guardian, or adult student if the alternative instruction, if any, offered by the school board does not meet the concerns of the parent, guardian, or adult student. The school board is not required to pay for the costs of alternative instruction provided by a parent, guardian, or adult student. School personnel may not impose an academic or other penalty upon a student merely for arranging alternative instruction under this section. School personnel may evaluate and assess the quality of the student's work.

IV. CPR AND AED INSTRUCTION

~~G.~~ The school district will provide onetime cardiopulmonary resuscitation (CPR) and automatic external defibrillator (AED) instruction as part of its grade 7 to 12 curriculum.

- A. In the school district's discretion, training and instruction may result in CPR certification.
- B. CPR and AED instruction must include CPR and AED training that have been developed:
1. by the American Heart Association or the American Red Cross and incorporate psychomotor skills to support the instruction; or
 2. using nationally recognized, evidence-based guidelines for CPR and incorporate psychomotor skills to support the instruction. "Psychomotor skills" means hands-on practice to support cognitive learning; it does not mean cognitive-only instruction and training.
- C. The school district may use community members such as emergency medical technicians, paramedics, police officers, firefighters, and representatives of the Minnesota Resuscitation Consortium, the American Heart Association, or the American Red Cross, among others, to provide instruction and training.

- D. A school administrator may waive this curriculum requirement for a high school transfer student regardless of whether or not the student previously received instruction under this section, an enrolled student absent on the day the instruction occurred under this section, or an eligible student who has a disability.

V. COLLEGE AND CAREER PLANNING

AH. The school district shall assist all students by no later than grade 9 to explore their educational college and career interests, aptitudes, and aspirations and develop a plan for a smooth and successful transition to postsecondary education or employment. All students' plans must:

1. provide a comprehensive plan to prepare for and complete career and college-ready curriculum by meeting state and local academic standards and developing career and employment-related skills such as teamwork, collaboration, creativity, communication, critical thinking, and good work habits;
2. emphasize academic rigor and high expectations and inform the student and the student's parent or guardian, if the student is a minor, of the student's achievement level score on the Minnesota Comprehensive Assessments that are administered during high school;
3. help students identify interests, aptitudes, aspirations, and personal learning styles that may affect their career and college-ready goals and postsecondary education and employment choices;
4. set appropriate career and college-ready goals with timelines that identify effective means for achieving those goals;
5. help students access education and career options;
6. integrate strong academic content into career-focused courses and applied and experiential learning opportunities and integrate relevant career-focused courses and applied and experiential learning opportunities into strong academic content;
7. help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and

scholarship;

8. help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students' transitions to postsecondary education and employment and provide students with applied and experiential learning opportunities; and
9. be reviewed and revised at least annually by the student, the student's parent or guardian, and the school district to ensure that the student's course-taking schedule keeps the student making adequate progress to meet state and local academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial coursework.

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

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

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

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

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

~~E.F.~~ Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of the compulsory attendance law. A student's plan under this provision shall continue while a student is enrolled.

VI. CIVICS TEST

- AI.** A student enrolled in a public school, beginning with students enrolled in Grade 9 in 2017-18, must correctly answer at least 30 of 50 civics test questions. A school or district may record on a student's transcript that the student answered at least 30 of 50 civics test questions correctly.
- B.**—"Civics test questions" means 50 of the 100 questions that, as of January 1, 2015, United States Citizenship and Immigration Services officers use to select the questions they pose to applicants for naturalization so the applicants can demonstrate their knowledge and understanding of the fundamentals of United States history and government, as required by federal law. The Learning Law and Democracy Foundation, in consultation with Minnesota civics teachers, must select by July 1 each year 50 of the 100 questions under this paragraph to serve as the state's civics test questions for the proximate school year and immediately transmit the 50 selected civics test questions to MDE and to the Legislative Coordinating Commission, which must post the 50 questions it receives on the Minnesota's Legacy website by August 1 of that year.
- C.** The school district may exempt a student with disabilities from this requirement if the student's IEP team determines the requirement is inappropriate and establishes an alternative requirement.
- D.** The school district may administer the civics test questions in a language other than English to students who qualify for English learner services.
- E.** ~~4.~~—The school district may administer civics test questions as part of the social studies curriculum.
- 5F.** The school district must not prevent a student from graduating or deny a student a high school diploma for failing to correctly answer at least 30 of 50 civics test questions.
- 6G.** The school district cannot charge a fee related to this requirement.

Legal References:

Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120B.20 (Parental Curriculum Review)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.022 (Elective Standards)



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Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 120B.236 (Cardiopulmonary) Resuscitation and Automatic External Defibrillator Instruction)

Cross References:

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

School Board Action:

Adopted as Policy December 18, 2007 (Incorporates Policies 9.105, 9.106, 9.124, 9.125, 9.131, 9.132, 9.133, 9.135)

Revised July 15, 2008

Revised February 15, 2011

Revised July 17, 2012

Revised February 18, 2014

Revised April 18, 2017

Revised July 18, 2017

Revised November 19, 2019

Revised April 19, 2022

Revised for first Reading October 18, 2022

515.1 DATA REQUEST POLICY FOR SUBJECTS OF DATA

I. Purpose

~~The purpose of this policy is to set forth the procedure for an employee or other individual to inspect or obtain data about that individual or that individual's minor child maintained by the school district and to comply with the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13.~~

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

II. Construction

This policy must be construed as consistent with the MGDPA and Minnesota Rules Chapter 1205. All terms used herein that are defined by the MGDPA must be given the same definition as listed in the MGDPA and Minnesota Rules Chapter 1205. This policy does not confer upon an individual the right to access data not otherwise provided in any applicable law or other school district policy. Nothing in this policy shall be interpreted to contradict any other school district policy.

III. Definitions

- A. Government Data – “Government data” means all recorded information that the school district has, including paper, email, flash drives, CDs, DVDs, photographs, etc.
- B. Inspection – “Inspection” means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public's own computer equipment.
- C. Public Data – “Public data” means all government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.
- D. Responsible Authority – “Responsible authority means the individual designated by the school board as the individual responsible for the collection, use and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law.

IV. Right to Access Data

Upon request to a responsible authority or designee, an individual shall be informed whether that individual, the individual's minor child or person for whom the individual has been appointed guardian is the subject of stored data and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data shall be shown that public or private data about themselves without any charge and, if desired, shall be informed of the content and meaning of that data. Except as required by law, after an individual has been shown this and informed of its meaning, the school district need not disclose the data to that individual for six months unless additional data on the individual has been collected or created.

V. Making a Data Request

To inspect data or request copies of public data in the school district's possession, a person should make a written request using the form found in Attachment B with a clear description of the data requested, identify forms in which data is to be provided, and method to contact the requestor (such as phone number, address, or email address). Attachment B shall be submitted to the appropriate data practices official or designee described in Attachment C. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request. The school district reserves the right to accept verbal requests for data or reduce verbal requests to writing, at its sole discretion.

VI. Processing a Request

Upon receipt of a written request, the school district will process it within a reasonable time, depending upon the nature and volume of the request. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time. If the response to a request will take longer than fifteen (15) business days and the requester has provided contact information, the school district may notify the person of the approximate amount of time it will take to process the request.

- If it is unclear what data the individual is requesting, the school district will seek clarification.
- If the school district does not have the requested data, it will notify the individual in writing as soon as reasonably possible.
- If the school district has the requested data, and the data may lawfully be disclosed to the individual, the school district will respond to the request by doing one of the following:

- Arrange a date, time, and place for the individual to inspect the data without cost to the individual, or
- Provide the individual with copies of the data. The individual may choose to pick up the copies, or the school district will mail or fax copies of the data to the individual. The school district will provide electronic copies (such as e-mail), only if the school district keeps the data in electronic format. Prepayment of copies is required unless other arrangements are approved by the responsible authority. Further information about copying charges is included on Attachment B.
- If the school district determines that the requested data is classified so as to deny the requesting person access, the school district shall inform the requesting person of the determination either orally at the time of the request, or in writing as soon after that time as possible.
 - Upon the request of any person denied access to data, the responsible authority or designee shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of law upon which the denial was based.

Nothing in this policy or the MGDPA requires the school district to create data; collect new data; or to provide data in a specific form or arrangement if the school district does not keep the data in that form or arrangement, in response to a data request.

Nothing in this policy or the MGDPA requires the school district to respond to questions that are not requests for data.

VI. Identification

The school district reserves the right to require that an individual requesting private data on the individual or the individual's minor child provide valid photo identification at the time that the data is requested or provided. The school district will not disclose private data on anyone other than the individual requesting data or that individual's minor child without receiving a valid release signed by the subject of the data.

VII. Rights of Data Subjects

A. Challenging Inaccurate or Incomplete Data

Consistent with the MGDPA, any person who believes that information contained in the school district's records regarding that individual, the individual's minor child, or person over whom the individual has been appointed legal guardian is inaccurate or incomplete may request that the school district amend those records. To exercise this right, the individual must notify the responsible authority



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described in Attachment C in writing of the nature of the disagreement. Upon receiving such notification, the school district will take action as required by the MGDPA. Please note that the submission of a challenge to data does not guarantee that the school district will amend its records.

B. Information Provided When Data is Requested by the School District

Consistent with the MGDPA and other applicable law, certain circumstances may require the school district to notify an individual who is asked to provide the school district with private or confidential data concerning that individual of the ways in which the school district can use the data collected.

C. Other Rights of Data Subjects

Nothing in this policy shall be construed as limiting the rights provided by the MGDPA. Individuals who are the subject of data in the school district's possession have all of the rights afforded by Minnesota Statutes, Section 13.04.

Legal References:

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

Cross References:

MSBA Model Policy 722 (Public Data Requests)

School Board Action:

Adopted as Policy 515.1 October 17, 2017

Revised November 20, 2018

[Revised/First Reading October 18, 2022](#)

722 ~~DATA REQUEST POLICY FOR PUBLIC DATA~~PUBLIC AND DATA SUBJECT REQUESTS

I. Purpose

~~The purpose of this policy is to set forth the procedure regarding a public request to inspect or obtain public data and to comply with the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13.~~The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

II. ~~Construction~~General Statement of Policy

~~This policy must be construed as consistent with the MGDPA and Minnesota Rules Chapter 1205. All terms used herein that are defined by the MGDPA must be given the same definition as listed in the MGDPA and Rules Chapter 1205. Nothing in this policy shall be interpreted to contradict any other school district policy.~~The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 (MGDPA), and Minnesota Rules parts 1205.0100-1205.2000 in responding to requests for public data.

III. Definitions

A. Confidential Data on Individuals

Data made no public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

B. Data on Individuals

All government data in which any individual is or can be identified as the subject of that data unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not access by the name or other identifying data of any individual.

C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

A.D. Government Data

~~—“Government data” means a~~All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use. recorded information that the school district has, including paper, email, flash drives, CDs, DVDs, photographs, etc.

E. Individual

“Individual” means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, “individual” includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

B-F. Inspection

—“Inspection” means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public’s own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data —“Public data” means

aAll government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

D.N. Responsible Authority —~~“Responsible authority means~~

~~†~~The individual designated by the school board as the individual responsible for the collection, use and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

E.O. Summary Data —~~“Summary data” means~~

~~s~~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 an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

IV. Right to Access Data Requests for Public Data

~~All data collected, created, received, maintained or disseminated by the school district, which is classified by state statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district in this policy.~~

A. All requests for public data must be made in writing directed to the responsible authority.

1. A request for public data must include the following information:

- a. Date the request is made;
- b. A clear description of the data requested;
- c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
- d. Method to contact the requestor (such as phone number, address, or email address).

2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.

3. The identity of the requestor is public, if provided, but cannot be required by the government entity.

4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

B. The responsible authority will respond to a data request at reasonable times and places as follows:

1. The responsible authority will notify the requestor in writing as follows:

- a. The requested data does not exist; or
 - b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or
 - (1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.
 - (2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.
 - c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.
2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.
 3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.
 4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.
 5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

V. ~~Making a Data Request~~Request for Summary Data

~~To inspect data or request copies of public data in the school district's possession, a person should make a written request using the form found in Attachment B (Public Data Request Form) with a clear description of the data requested, identify forms in which data is to be provided, and method to contact the requestor (such as phone number, address, or email address). Attachment B (Public Data Request Form) shall be submitted to the appropriate data practices official or designee described in Attachment C (Responsible Authorities). The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request. The school district~~

~~reserves the right to accept verbal requests for data or reduce verbal requests to writing, at its sole discretion.~~

~~A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.~~

~~1. A request for the preparation of summary data must include the following information:~~

~~a. Date the request is made;~~

~~b. A clear description of the data requested;~~

~~c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and~~

~~d. Method to contact requestor (phone number, address, or email address).~~

~~B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:~~

~~1. The estimated costs of preparing the summary data, if any; and~~

~~2. The summary data requested; or~~

~~3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or~~

~~4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.~~

~~C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.~~

VI. ~~Processing a Request~~Data by an Individual Data Subject

~~A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.~~

~~B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.~~

~~C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is~~

the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.

D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.

E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.

G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.

H. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.

I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.

J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the commissioner of administration's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA

- A. All requests for individual subject data must be made in writing directed to the responsible authority.
- B. A request for individual subject data must include the following information:
 - 1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;
 - 2. Date the request is made;
 - 3. A clear description of the data requested;
 - 4. Proof that the individual is the data subject or the data subject's parent or guardian;
 - 5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
 - 6. Method to contact the requestor (such as phone number, address, or email address).
- C. The identity of the requestor of private data is private.
- D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

VIII. COSTS

- A. Public Data
 - 1. The school district will charge for copies provided as follows:
 - a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.
 - b. More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.
 - (1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).
 - (2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.



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2. All charges must be paid for in cash or by check in advance of receiving the copies.

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.
2. The school district may assess costs associated with the preparation of summary data as follows:
 - a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;
 - b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.
2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

IX. Annual Review and Posting

- A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.
- B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.



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Data Practices Contacts

Responsible Authority:

Dr. Kim Hiel, Superintendent

6000 West Moore Lake Drive, Fridley, MN 55430

763-502-5001 / kim.hiel@fridley.k12.mn.us

Public Financial Data Designee:

Craig Wieber, Director of Operations & Finance

6000 West Moore Lake Drive, Fridley, MN 55430

763-502-5004 / craig.wieber@fridley.k12.mn.us

Public Personnel Data Designee:

S. Ike Isaacson, Director of Human Resources

6000 West Moore Lake Drive, Fridley, MN 55430

763-502-5013 / ike.isaacson@fridley.k12.mn.us

~~Upon receipt of a written request, the school district will process it within a reasonable time, depending upon the nature and volume of the request. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time. If the response to a request will take longer than fifteen (15) business days and the requester has provided contact information, the school district may notify the person of the approximate amount of time it will take to process the request.~~

- ~~● If it is unclear what data the individual is requesting, the school district will seek clarification.~~
- ~~● If the school district does not have the requested data, it will notify the individual in writing as soon as reasonably possible.~~
- ~~● If the school district determines that the requested data is classified so as to deny the requesting person access, the school district shall inform the requesting person of the determination either orally at the time of the request, or in writing as soon after that time as possible.~~
- ~~○ Upon the request of any person denied access to data, the responsible authority or designee shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of law upon which the denial was based.~~

Public Data Requests

- ~~If the school district has the requested data, and the data may lawfully be disclosed to the individual, the school district will respond to the request by doing one of the following:~~
 - ~~Arrange a date, time, and place for the individual to inspect the data without cost to the individual, or~~
 - ~~Provide the requestor with copies of the data. The requestor may choose to pick up the copies, or the school district will mail or fax copies of the data to the requestor. The school district will provide electronic copies, only if the school district keeps the data in electronic format. Prepayment for costs is required unless other arrangements are approved by the responsible authority. Further information about charges is included on Attachment A (Filling out the data request form).~~
 - ~~Upon request, the school district will inform the requester as to the meaning of any data disclosed pursuant to this policy.~~

Public Data Requests

- ~~If the requested data is a request for the school district to prepare summary data, the responsible authority shall prepare summary data from private or confidential data on individuals upon the request of the requestor if the request is in writing and the cost of preparing the summary data is borne by the requesting person. The responsible authority may delegate the power to prepare summary data (1) to the administrative officer responsible for any central repository of summary data; or (2) to a person outside of the entity if the person's purpose is set forth, in writing, and the person agrees not to disclose, and the entity reasonably determines that the access will not compromise private or confidential data on individuals.~~
 - ~~Provide the person with copies of the data. The person may choose to pick up the copies, or the school district will mail or fax copies of the data to the person. The school district will provide electronic copies, only if the school district keeps the data in electronic format. Prepayment for costs is required unless other arrangements are approved by the responsible authority. Further information about charges is included on Attachment A (Filling out the data request form).~~

~~Nothing in this policy or the MGDPA requires the school district to create data; collect new data; or to provide data in a specific form or arrangement if the school district does not keep the data in that form or arrangement, in response to a data request.~~



A World-Class Community of Learners

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

~~Nothing in this policy or the MGDPA requires the school district to respond to questions that are not requests for data.~~

Legal References:

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

[Minn. Stat. § 13.01 \(Government Data\)](#)

[Minn. Stat. § 13.02 \(Definitions\)](#)

[Minn. Stat. § 13.025 \(Government Entity Obligation\)](#)

[Minn. Stat. § 13.03 \(Access to Government Data\)](#)

[Minn. Stat. § 13.04 \(Rights of Subjects to Data\)](#)

[Minn. Stat. § 13.05 \(Duties of Responsible Authority\)](#)

[Minn. Stat. § 13.32 \(Educational Data\)](#)

[Minn. Rules Part 1205.0300 \(Access to Public Data\)](#)

[Minn. Rules Part 1205.0400 \(Access to Private Data\)](#)

Cross References:

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

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

School Board Action:

Adopted as Policy 996 October 17, 2017

Changed to Policy 722 & Revised November 20, 2018

Revised April 28, 2021

[Revised / First Reading October 18, 2022](#)



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ATTACHMENT A:

Filling out the Data Request Form – Requests for Public Data

Copy Costs – Public Requests

The school district charges individuals for copies as authorized under Minnesota Statutes, section 13.03, subdivision 3(c). The individual must pay for the copies before the school district will provide the copies.

For 100 or Fewer Paper Black and White Copies – \$.25 per Page

The charge for 100 or fewer pages of black and white, letter or legal size paper copies, is \$.25 for a one-sided copy and \$.50 for a two-sided copy.

More than 100 Paper Black and White Copies or Other Types of Copies – Actual Cost

The charge for more than 100 pages of black and white paper copies, or any other types of copies, is the actual cost of searching for and retrieving the data, and making the copies or electronically transmitting the data.

The school district charges the actual cost of preparing summary data. Summary data are statistical records or reports that are prepared by removing all identifiers from private or confidential data on individuals.

In determining the actual cost, the school district includes the cost of the employee time, the cost of the materials (paper, DVD, etc.), and mailing costs (if any). If the request is for copies of data that the school district cannot reproduce itself, such as photographs, it will charge the actual cost it must pay an outside vendor for the copies.

The cost of employee time to search for data, retrieve data and make copies is based upon the lowest hourly rate of the appropriate staff member. There is no charge for time spent separating public from not public data.

If the request involves copies of public data that has commercial value and is a substantial and discrete portion of or an entire formula, pattern, compilation, program, device, method, technique, process, database, or system developed with a significant expenditure of public funds by the school district, the responsible authority may charge a reasonable fee for the information in addition to the costs of making and certifying the copies. Any fee charged must relate to the actual development costs of the information. The responsible authority, upon the request, shall provide sufficient documentation to explain and justify the fee being charged.

ATTACHMENT B:

**INDEPENDENT SCHOOL DISTRICT NO. 14
PUBLIC DATA REQUEST FORM**

TO BE COMPLETED BY THE REQUESTOR

REQUESTOR NAME (NOT REQUIRED):	PHONE NUMBER:*
ADDRESS:*	EMAIL ADDRESS:*
DATE OF REQUEST:	
DESCRIPTION OF THE INFORMATION REQUESTED: (attach additional page if necessary)	
MANNER IN WHICH RESPONSIVE DATA IS TO BE PROVIDED: INSPECTION ONLY _____ COPIES ONLY** _____ BOTH INSPECTION AND COPIES _____ ** **Inspection is free, but there is a charge for copies. Payment must be received before copies will be provided.	

FOR OFFICE USE ONLY

DATE REQUEST RECEIVED:	REQUEST RECEIVED BY:
DATE OF RESPONSE:	RESPONSE PROVIDED BY:

* Requestor's name is optional. However, contact information is necessary to mail/email the data. Also, contact information is needed if the school district does not understand the request. We will not work on such a request until clarified.



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ATTACHMENT C:

Responsible Authorities

Type of Data Requested	Name	Position	Address	Fax Number
General Public Data	Dr. Kim Hiel	Superintendent	6000 West Moore Lake Drive, Fridley, MN 55432	763-502-5040
Public Financial Data	Barbie Roessler	Director of Finance & Operations	6000 West Moore Lake Drive, Fridley, MN 55432	763-502-5040
Public Personnel Data	S. Ike Isaacson	Director of Human Resources	6000 West Moore Lake Drive, Fridley, MN 55432	763-502-5045

Personnel Changes 2022-2023

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

First Name	Last Name	Assignment	Step/Lane/Salary	School
Aankika	Anderson	Key Club Assistant Advisor	Schedule C	FHS
Lauren	Backstrom	Girls Assistant Soccer Coach	Schedule C	FHS
Jessica	Baker	Key Club Advisor	Schedule C	FHS
Mikaela	Barthel	Volleyball Head Coach	Schedule C	FMS
Blair	Berger	Builders Club	Schedule C	FMS
Zack	Bobick	Girls Head Soccer Coach	Schedule C	FHS
Mandi	Burian	Prom Advisor	Schedule C	FHS
Andrew	Carpenter	Building Monitor	\$15.24/hour	FCC
Amy	Engler	Honor Society Advisor	Schedule C	FHS
Matthew	Ferry	Boys Soccer Coach	Schedule C	FMS
Kahnnie	Gbor	Essence Club Advisor	Schedule C	FHS
Deboragh	Goldenberg	Building Sub	\$40.00/hour	HYS
Kelli	Greenhalgh	Student Council Advisor	Schedule C	FHS
Kara	Hanson	Volleyball Coach – 9 th Grade	Schedule C	FHS
Maymuna	Issa	Cook	\$15.60/hour	FHS
Jeff	Johnson	Fall Musical Vocal Music	Schedule C	FHS
Jeffrey	Johnson	Vocal Music	Schedule C	FHS
Jeffrey	Johnson	Gay-Straight-Alliance Club Advisor	Schedule C	FHS
Tom	Larson	Fall Musical Director	Schedule C	FHS
Aisha	Mohamed	Classroom Assist	\$16.22/hour	FCC
Andrea	Mulry	Robotics Advisor	Schedule C	FHS
Andrea	Mulry	Science Club Advisor	Schedule C	FHS
Aaron	Quach	Math Team Coach	Schedule C	FHS
Camille	Rasmussen	Volleyball Head Coach	Schedule C	FMS
Michael	Reynolds	MS Activities Coordinator	Schedule C	FMS
McEwan	Rodefled	Technology Assistant	\$21.00/hour	District
Ahmad	Samadi	Spanish Club Advisor	Schedule C	FHS
Zach	Sander	Fall Musical Orchestral Music	Schedule C	FHS
Aloda	Sims	AASU Advisor	Schedule C	FHS
Katie	Sneider	Key Club Assistant Advisor	Schedule C	FHS
Katie	Sneider	Link Crew Advisor	Schedule C	FHS
Dan	Terebayza	Link Crew Advisor	Schedule C	FHS
Michael	Wilmes	Math Team Coach	Schedule C	FHS
Dan	Wold	Fall Production Technical Director	Schedule C	FHS
Dan	Wold	Fall Production Set Construction	Schedule C	FHS
Dan	Wold	Fall Musical Producer	Schedule C	FHS
Phil	Wolney	Girls Soccer Coach	Schedule C	FMS

Individual Contracts (2022-2023)

First Name	Last Name	Assignment	Step/Lane/Salary	School
Amy	Gregoire	Alternatives to Suspension Specialist	Addendum	District

Lane Changes

First Name	Last Name	Current Lane	New Lane
Rebecca	Brown	MA	MA+10
Cassandra	Byrne	BA+20	BA+30
Laura	Carpenter	BA+20	MA
Heather	Cole	BA	BA+10
Heather	Dunham-Sunde	BA+40	MA
Matthew	Ferry	MA	MA+10
Joseph	Graham	BA+10	MA
Jeff	Johnson	BA+10	MA
Meaghan	Melby	MA	MA+10
Tayla	Peterson	BA+20	MA
Katherine	Sneider	BA+20	MA
Danielle	Ward	MA+20	MA+30
Mindy	Weeks	BA+20	MA
Eric	Wright	BA+10	BA+20

Leaves of Absence (2022-2023)

- Lori Andler requested a leave of absence from their Executive Assistant to the Superintendent and School Board position from October 13, 2022 through October 27, 2022.

Resignations (2022-2023)

- Linnea Burdick resigned their WSI position at Fridley Community Center effective December 14, 2021.
- Paige Gondorchin resigned their WSI position at Fridley Community Center effective March 5, 2022.
- Ezekiel Miltenberger resigned their WSI position at Fridley Community Center effective May 22, 2021.
- Barbara Salser resigned their cook position at Fridley Middle School effective September 21, 2022.

Terminations: (2022-2023)

- Keyana Felder's employment was terminated from their Student Achievement Specialist position effective October 20, 2022.

STATEWIDE HEALTH IMPROVEMENT PARTNERSHIP SUBCONTRACT AGREEMENT

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

RECITALS:

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

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

1. TERM

- 1.1 This Contract begins on **November 1, 2022**, and ends on **October 31, 2023**, *regardless of the date of signatures*, unless earlier terminated as provided in Section 15. TERMINATION.

2. DEFINITIONS

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

3. SERVICES TO BE PROVIDED

- 3.1 CONTRACTOR agrees to provide services described in Attachment D, Purchased Services, as agreed upon and approved by the Department.
- 3.2 CONTRACTOR agrees to coordinate service delivery with other services provided to the Department.
- 3.3 CONTRACTOR will provide appropriate supervision for assigned staff.
- 3.4 CONTRACTOR agrees this is not an exclusive agreement and County may seek services from other qualified providers.

- 3.5 CONTRACTOR must complete the School Health Index assessment, determine a priority strategy, develop an action plan with evaluation, communicate with decision-makers, and implement policies/practices. School partners will be required to work on MN Eats, MN Moves, MN Commercial Tobacco-Free and MN Well-Being strategies within the grant period.

4. SERVICE DELIVERY

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

5. MATERIALS AND DOCUMENTS

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

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- 5.3 Upon termination, original documents or other information supplied to CONTRACTOR by the Department or community partners will be promptly returned to the Department or community partners.
- 5.4 Upon transferring materials to the Department upon termination, CONTRACTOR agrees to delete the materials from its data bases.
- 5.5 CONTRACTOR may not use portions or excerpts of the materials and documents prepared pursuant to this Contract in any future work produced, presentations made, or publications authored by CONTRACTOR unless it receives prior written approval of the Department.
 - 5.5.1 Any future use by CONTRACTOR will be subject to conditions and provisions the Department, in consultation with Anoka County Attorney's Office, may deem necessary.
 - 5.5.2 If any future use is approved, CONTRACTOR will acknowledge that the information comes from and belongs to the Anoka County Public Health and Environmental Services Department.

6. COST

- 6.1 CONTRACTOR agrees to provide Purchased Services as agreed upon in Attachment D.
- 6.2 Total payments by Anoka County for services provided by CONTRACTOR under this Contract cannot exceed **\$15,000.00**.
- 6.3 The cost of this Agreement is based upon a budget submitted by CONTRACTOR and approved by the Department. CONTRACTOR will submit a budget for the period **November 1, 2022 through October 31, 2023**.
 - 6.3.1 CONTRACTOR agrees to request the Department's written approval for any budget change, including any change in budget line items in excess of 10% submitted by CONTRACTOR to the Department.
 - 6.3.2 Nor more than 10% of the budget can be used for indirect costs. Indirect costs are costs of doing business that cannot be directly attributed to the specific grant activity or budget line item. These costs are often allocated across an entire agency and may include: executive or supervisory salaries and fringe, rent, office equipment, office supplies, copier lease, postage and telephone expenses. CONTRACTOR will submit a list of expenses that will be included as part of their indirect costs and must be approved by the Department.
- 6.4 Anoka County is not guaranteeing to purchase any minimum amount of Purchased Services.
- 6.5 The Department may review CONTRACTOR's expense reports.
 - 6.5.1 If a review shows that the amount paid for Purchased Services is higher than a reasonable and necessary rate, the parties will amend the Contract to set a reasonable and necessary rate.
 - 6.5.2 If a review indicates a significant over-expenditure or under-expenditure by CONTRACTOR, Anoka County reserves the right to modify reimbursement schedule provisions so that total actual reimbursement payments more closely approximate projected expenditures.

- 6.6 CONTRACTOR acknowledges its responsibilities and agrees to abide by the Anoka County Human Services Deficit Reduction Act Compliance Manual located at www.anokacounty.us/dra. This manual designates the need to provide education to each employee, agent, contractor or subcontractor working with or on behalf of CONTRACTOR in order to prevent, detect, and report abuse, fraud and waste in the Medical Assistance program.
7. **PAYMENT FOR SERVICES**
- 7.1 CONTRACTOR will submit monthly invoices to the Department based on actual expenses for services provided during that calendar month.
- 7.1.1 CONTRACTOR will use forms approved by the County.
- 7.1.2 On an invoice, CONTRACTOR will specify the hours worked, the rate of pay, and the total service provided.
- 7.1.3 CONTRACTOR will bill within 30 days following the month in which the service was provided, except as provided in Section 7.2.3.
- 7.2 Within 30 days after receiving a properly completed invoice, the County will pay CONTRACTOR in the manner provided by law for paying claims against a county.
- 7.2.1 If the County receives an improperly completed invoice, the County will notify CONTRACTOR within 10 days.
- 7.2.2 CONTRACTOR agrees to submit a corrected invoice promptly.
- 7.2.3 Invoices for Purchased Services provided under this Contract that are received by Anoka County **after November 20, 2023, will not be paid** by the County.
- 7.3 Upon request, CONTRACTOR will give the Department verification of all Purchased Services provided.
- 7.4 County may withhold payments without incurring late payment interest until all necessary billing statements and reports requested are accurately submitted by CONTRACTOR.
- 7.4.1 If payment is withheld for failure to provide service or failure to comply with any Contract provision, no interest penalty will accrue against the County.
- 7.4.2 If payment is withheld, the County will give CONTRACTOR notice before the next scheduled payment date.
- 7.4.3 Right to payment for Purchased Services is conditional on compliance by CONTRACTOR with this Contract and all applicable laws, rules, and regulations.
- 7.5 No claim for services furnished by CONTRACTOR that are not provided for in this Contract is eligible to be paid under this Contract.
- 7.6 Upon request, CONTRACTOR will give the County verification of all Purchased Services provided.
- 7.7 CONTRACTOR acknowledges that if any project funds remain as of **October 31, 2023**, there will be no carry-over of funds.

- 7.8 CONTRACTOR must use funds received to develop new programs, expand current programs or replace discontinued funds previously used to reduce the percentage of Minnesotans who are obese or overweight or who use tobacco. Funds must not be used to supplant current state, federal or local funding.

8. STANDARDS, LICENSES AND COMPLIANCE WITH LAWS:

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

9. RECORDS AND AUDITING

- 9.1 CONTRACTOR will:
- 9.1.1 Maintain records using generally accepted accounting principles that reflect all revenue received and all direct and indirect costs incurred in the performing Purchased Services.

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

10. INDEMNITY

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

11. INSURANCE

- 11.1 CONTRACTOR agrees that, at all times during this Contract in order to protect itself as well as Anoka County under Section 10. INDEMNITY, it will have and keep in force the insurance, and will comply with the terms and conditions, specified in Attachment B.

11.1.1 Anoka County may withhold payment until CONTRACTOR supplies the certificate(s) required in Attachment B.

11.2 CONTRACTOR agrees to notify Anoka County about any claim made against CONTRACTOR related to services provided under this contract.

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

12. INDEPENDENT CONTRACTOR

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

13. SUBCONTRACTING AND ASSIGNMENTS

13.1 CONTRACTOR may not subcontract for any Purchased Services.

14. DATA PRIVACY AND HIPAA

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

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

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

15. TERMINATION

15.1 This Contract will terminate under the following circumstances:

- 15.1.1 by the parties' mutual written agreement;
- 15.1.2 upon at least 30 days written notice specifying the termination date, given by either party, with or without cause;
- 15.1.3 effective immediately without notice if CONTRACTOR'S license needed to provide Purchased Services is denied, suspended or terminated;
- 15.1.4 effective immediately upon written notice to CONTRACTOR if funding at an aggregate level sufficient to fund this Contract becomes unavailable;
- 15.1.5 effective immediately upon written notice to CONTRACTOR if CONTRACTOR fails or refuses to fulfill any obligation under this Contract; or
- 15.1.6 automatically without notice on **October 31, 2023**.
- 15.2 If this Contract is terminated early, CONTRACTOR is entitled to receive payment for Purchased Services satisfactorily performed up to the termination date.
- 15.3 Indemnity, Audit and other affirmative obligations, such as records retention and data practices provisions, survive this Contract's termination.

16. NOTICE

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

17. MERGER

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

18. MODIFICATIONS

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

19. NOTICE OF SEVERABILITY

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

20. DEFAULT AND REMEDY

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

21. COUNTERPARTS

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

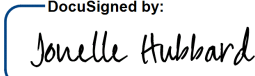
22. CONTRACT MANAGER

- 22.1 The County Contract Manager for this contract is **Justin Navratil**.
- 22.2 Any questions regarding this contract may be directed to the Contract Manager at 763-324-4336 or **Justin.Navratil@co.anoka.mn.us**.

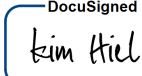
Contract# C0009505

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

ANOKA COUNTY

By: 
0BE89BAD7806448...
Jonelle Hubbard, Director
Public Health &
Environmental Services
Dated: 9/26/2022

CONTRACTOR

By: 
C6499C62F04D4E7...
Print Name: Kim Hiel
Title: Superintendnet
Dated: 9/26/2022

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

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

II. DATA PRACTICES

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

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

III. RECORDS AUDIT/RETENTION

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

IV. WORKER HEALTH, SAFETY, AND TRAINING

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

V. FAIR HEARING / GRIEVANCE PROCEDURE

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

VI. MANDATORY REPORTING

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

VII. DHS THIRD-PARTY BENEFICIARY

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

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

VIII. PSYCHOTHERAPISTS

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

IX. SERVICE PERFORMANCE

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

X. FINAL PAYMENT

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

XI. INDEPENDENT CONTRACTOR

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

XII. MINNESOTA LAW

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

XIII. SUBCONTRACTORS

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

XIV. EXCLUDED MEDICAL ASSISTANCE PROVIDERS

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

XV. PREVAILING WAGE

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

XVI. SINGLE AUDIT ACT

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

XVII. HIPAA COMPLIANCE

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

XVIII. CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY

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

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

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

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

XIX. CERTIFICATION REGARDING LOBBYING

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

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

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

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

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

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

1.4. Other Insurance Provisions

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

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

Rev 11-2017

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT D

Purchased Services

SHIP School setting context areas include:

- MN Eats
 - Creating sustainable policy, systems, and environmental change by increasing access to healthier options and decreasing access to unhealthy options, enhancing health literacy to school decision makers (providing professional and skill development trainings leading to practice change), and by changing district policy.
 - All healthy eating initiatives should focus on the following goals:
 - Increasing access to fruits and vegetables
 - Decreasing access to foods high in sodium, saturated fat, and added sugars.
 - Statewide and flexible activities (per MDH) include Breastfeeding support; Food and Nutrition Security; and Comprehensive Framework for Addressing School Nutrition Environment and Services (e.g. school meals, time for lunch, smart snacks, water access, healthy eating learning opportunities, staff role modeling, food and beverage marketing, celebrations and rewards, school nutrition and the social and emotional climate and learning)
- MN Moves
 - Implementing policies and practices that create active schools by increasing opportunities for physical activity throughout the school day.
 - Statewide and flexible activities (per MDH) include Safe Routes to Schools; Comprehensive School Physical Activity Program (e.g. physical education, physical activity before and after school, physical activity during the day, family and community engagement, staff involvement); and Outdoor Classrooms
- MN Commercial Tobacco-Free
 - Commercial Tobacco-Free Schools (youth engagement, alternatives to suspension, cessation promotion, grounds)
- MN Well-Being
 - Statewide and flexible activities for well-being in schools include Social Connection; Trauma informed principles; School-based Social and Emotional Climate; School Counseling, Psychological, and Social Services; and School Health Services to support students with chronic conditions such as asthma, disordered eating, oral health, and diabetes (e.g. community-clinic linkages, health literacy interventions, support telehealth and telemedicine, community health workers).

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

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

FORM A

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

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

WHEREAS, the Governing Board of Fridley Public Schools ISD #14 recognizes the value of student participation in extracurricular activities; and

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

THEREFORE, BE IT RESOLVED, that the Governing Board of Fridley Public Schools ISD #14 supports the school's application to the Minnesota State High School League Foundation for a FORM A grant to offset student activity fees.

Date

Board Chair/Head of School

Date

Board Clerk – Treasurer/ Finance Director