

## Business Meeting

Tuesday, September 17, 2024 7:30 PM

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

|   |   |
|---|---|
| A. <b>Call to Order, Pledge of Allegiance</b>   | <b>Presenter:</b> Board Chair                 |
| B. <b>Approval of Agenda with Suggested Motions and Resolutions</b>   | <b>Presenter:</b> Board Chair                 |
| B.1. Suggested Motions and Resolutions  |   |
| C. <b>Superintendent Report</b>   |   |
| D. <b>Business Action Items</b>   |   |
| D.1. Discussion of Commissioner's Review and Comment on Proposed Projects   |   |
| D.2. Preliminary Levy Certification   | <b>Presenter:</b> Superintendent Brenda Lewis |
| D.3. RESOLUTION Accepting Gifts   | <b>Presenter:</b> Board Chair                 |
| D.4. 2024-2025 Custodian Master Agreement   | <b>Presenter:</b> Rochelle Cox                |
| D.5. One Reading Needed Policies for Legislative Changes  |   |
| D.5.a. Policy 515 - Protection and Privacy of Student Records   |   |
| D.5.b. Policy 522 - Title IX Sex Nondiscrimination  |   |
| D.5.c. Policy 620 - Credit for Learning   |   |
| E. <b>Consent Agenda</b>  | <b>Presenter:</b> Board Chair                 |
| E.1. Minutes of the School Board Business Meeting on August 20, 2024  |   |
| E.2. New Contracts, Amendments, Leaves of Absence, Terminations, Resignations, and Retirements                                    |   |
| E.3. Letter of Agreement with Nutritional Services to modify work week during 2024-2025 school year                               |   |
| E.4. Memorandum of Agreement with Fridley Education Association regarding specialist teachers taking an extra section of students |   |
| E.5. Memorandum of Understanding with Fridley Education Association regarding the training for mandated READ ACT implementation   |   |
| F. <b>Important Future School Board Dates</b>   | <b>Presenter:</b> Board Chair                 |
| F.1. RLS PTO Meeting<br>September 18, 2024 5:00 PM<br>Stevenson Elementary School   |   |
| F.2. Fridley Football Tackle Cancer and Youth Night<br>September 20, 2024 6:00 PM<br>Fridley High School Stadium                  |   |
| F.3. Hayes Tower Time Night<br>September 24, 2024 5:00 PM<br>Hayes Elementary School  |   |

- F.4. Stevenson Family Night  
September 26 5:00 PM  
Stevenson Elementary School
- F.5. Fridley High School Homecoming Dance  
September 28, 2024 6:00 PM  
Fridley High School
- F.6. No School - Staff Development Day  
September 30, 2024  
All Buildings
- F.7. Homecoming Week & Activities  
October 1-4, 2024
- F.8. Hayes Better Together Family Meeting  
October 7, 2024 5:00 PM  
Hayes Elementary School
- F.9. Kid's Apple Run  
October 8, 2024 4:00 PM  
Commons Park
- F.10. Conferences  
October 10, 2024  
RLS: 4-7 PM  
FMS: 4-8 PM
- F.11. Unity Day - Wear Orange!  
October 15, 2024
- F.12. Conferences  
October 16, 2024  
PreK: 7:45-11:45 AM  
RLS and Hayes: 8:00 AM - Noon  
FMS/FHS/ALC: 7:15 AM-11:15 AM
- F.13. No School - MEA Break  
October 16-18, 2024
- F.14. Dance Team (Grades 7-12), FMS Wrestling  
(Grades 6-8) and FMS girls basketball (Grades 6-8) begin  
October 21, 2024
- F.15. Fridley Public Schools Board Meeting  
October 22, 2024 **(NOT 10/15)**  
Business Meeting, 7:30 PM  
Fridley Community Center

G. **Adjournment**

**Presenter:** Board  
Chair

**Tuesday, September 17, 2024**  
**School Board Business Meeting**  
**Motions**

**A. Call to Order, Pledge of Allegiance**

**B. Approval of Agenda with Suggested Motions and Resolutions**

**a. Suggested Motions and Resolutions**

Suggested Motion: Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to approve the agenda for September 17, 2024.

**C. Superintendent and Staff Reports**

**a. Superintendent Report**

**D. Business Action Items**

**a. Discussion of Commissioner's Review and Comment on Proposed Projects**

**b. Motion: Approval of the Preliminary Levy Certification**

Suggested Motion: Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to approve the Preliminary Levy Certification.

**c. RESOLUTION Accepting Gifts**

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

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

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

i. The following persons donated to **Stevenson Elementary School:**

1. Presbyterian Church of the Way - supplies for students valued at \$1,399.00

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

**d. Motion: 2024-2025 Custodian Master Agreement**

Suggested Motion: Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to accept the 2024-2025 Custodian Master Agreement.

**e. One Reading Needed and Adoption of Policies**

- i. Policy 515 Protection and Privacy of Student Records
- ii. Policy 522 - Title IX Sex Nondiscrimination
- iii. Policy 620 - Credit for Learning

Suggested Motion: Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to approve the reading and adoption of policies 515, 522, and 620.

**E. Consent Agenda**

Suggested Motion: Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to approve the consent agenda including minutes of the business meeting held on August 20, 2024; New Contracts, Amendments, Leaves of Absence, Resignation; Letter of Agreement with Nutritional Services to modify work week during 2024-25 school year; Memorandum of Agreement with Fridley Education Association regarding specialist teachers taking an extra section of students; Memorandum of Understanding with Fridley Education Association regarding the training for mandated READ ACT implementation.

**F. Important Future School Board Dates**

**G. Adjournment**

Suggested Motion: Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to adjourn the meeting at \_\_\_\_\_.

## Description of Proposed School Construction Project

Fridley Public School District, ISD #0014-01, is proposing a two question referendum on November 5, 2024. The first ballot question would authorize an increase in the district's operating referendum of \$424 per pupil for a ten year period. The second ballot question would authorize \$30 million in bonding authority to finance district-wide facility improvements. Proposed projects include security upgrades, deferred maintenance projects and interior renovations at each school building and the community center. Other proposed projects include an artificial turf football field, new track and playground equipment at the high school.

The projects proposed would be scheduled for completion in calendar years 2025 and 2026. Cost estimates by location/project type are as follows:

| Estimated Project Costs        |                     |                           |                     |
|--------------------------------|---------------------|---------------------------|---------------------|
| <b>RL Stevenson Elementary</b> |                     | <b>Hayes Elementary</b>   |                     |
| Security System Upgrades       | \$338,000           | Interior Pathway Signage  | \$338,000           |
| Tuck-pointing                  | \$213,000           | Shower/Restroom Upgrades  | \$292,000           |
| Locker Room Upgrades           | \$313,000           |                           | <b>\$630,000</b>    |
|                                | <b>\$864,000</b>    | <b>Middle School</b>      |                     |
|                                |                     | Card Access System        | \$478,000           |
| <b>High School</b>             |                     | Exterior Door Replacement | \$2,455,000         |
| Security Cameras               | \$545,000           | Wall Finish Upgrades      | \$4,451,000         |
| Window Replacement             | \$3,147,000         | Football Scoreboard       | \$160,000           |
| Casework Upgrades              | \$1,601,000         |                           | <b>\$7,544,000</b>  |
| Playground Equipment           | \$1,665,000         | <b>Community Center</b>   |                     |
| Artificial Turf Field / Track  | \$3,681,000         | Security System Upgrades  | \$213,000           |
|                                | <b>\$10,639,000</b> | Roof Replacement          | \$1,601,000         |
| <b>Districtwide Costs</b>      |                     | Flooring Replacement      | \$119,000           |
| Fees, Permits & Testing        | \$3,576,200         | Parking Lot Upgrades      | \$48,000            |
| Contingencies                  | \$2,172,944         |                           | <b>\$1,981,000</b>  |
| Capitalized Interest           | \$2,176,000         |                           |                     |
| Bond Issuance                  | \$553,210           |                           |                     |
|                                | <b>\$8,478,354</b>  | <b>TOTAL</b>              | <b>\$30,136,354</b> |

The district had 2,518 PK-12 students enrolled for the 2023-2024 school year and is projecting a decline in enrollment to around 2,159 student in the 2028-29 school year. The district is planning to capitalize, or make interest payments out of bond proceeds, for the first few years of the debt service on the proposed \$30 million bond issue. The capitalization of interest eliminates the tax impact from the new bond issue on the Payable 2025 levy.

The district has supplied operational cost estimates for the proposed projects and does not expect a significant increase in operational costs. The proposed projects appear to be in the long-term interest of the school district.

If the bond referendum is successful and bonds are sold, the debt service on the bonds will be eligible for debt service equalization under Minnesota Statutes, section 123B.53, subdivision 3, if the bond schedule is approved. The amount of debt service equalization aid, if any, the district receives is determined annually and is dependent upon property wealth, student population, and other statutory requirements

### **Review and Comment Statement**

Based on the department's analysis of the school district's required documentation and other pertinent information from sources of the Minnesota Department of Education, the Commissioner of Education provides a positive review and comment.

### **Additional Information is Available**

Persons desiring additional information regarding this proposal should contact the school district superintendent's office.



Willie L. Jett II  
Commissioner

September 11, 2024

**Fridley Public School District**  
**Preliminary Levy Certification Payable 2025**

| Categories |                                       | 2023 Pay 24<br>FY 25 | 2024 Pay 25<br>FY 26 | Dollar<br>Change    | Comments   |
|------------|---------------------------------------|----------------------|----------------------|---------------------|--|
| 1          | <b>GENERAL FUND</b>                   |                      |                      |                     |  |
| 2          | Equity                                | \$ 397,553           | \$ 383,047           | \$ (14,506)         | Similar to last year, declining enrollment impacting this                |
| 3          | Alternative Teacher Compensation      | 235,790              | 221,056              | (14,734)            | Similar to last year, declining enrollment impacting this                |
| 4          | Local Optional Revenue                | 1,899,549            | 1,924,834            | 25,285              | Previous year negative adjustments resulting in an increase this year    |
| 5          | Referendum                            | 1,754,214            | 1,668,472            | (85,742)            | Declining enrollment   |
| 6          | Achievement and Integration           | 221,842              | 223,860              | 2,017               | Similar to last year   |
| 7          | Re-employment Ins.                    | 134,120              | 95,353               | (38,767)            | Large adjustment in prior year   |
| 8          | Safe Schools                          | 145,422              | 136,086              | (9,337)             | Similar to prior years   |
| 9          | Career Technical                      | 143,481              | 160,023              | 16,543              | 35% of estimated expenditures  |
| 10         | Abatement/Other Adjustments           | 8,663                | 59,706               | 51,043              | Large positive abatement this year                                       |
| 11         | Operating Capital                     | 275,529              | 284,160              | 8,631               | Increased equalization   |
| 12         | Building/Leases                       | 603,513              | 825,721              | 222,208             | Similar leases in place but a \$224,013 adjustment from Pay 22 levy      |
| 13         | Capital Project Referendum            | 1,272,850            | 1,346,895            | 74,046              | Increasing property values   |
| 14         | Long Term Facility Maintenance (LTFM) | 1,260,906            | 564,810              | (696,096)           | Reduction due to LTFM advanced bond recognition, offset in debt service  |
| 15         | <b>LEVY TOTAL</b>                     | <b>\$ 8,353,434</b>  | <b>\$ 7,894,024</b>  | <b>\$ (459,410)</b> | <b>-5.50%</b>  |
| 16         | Basic Maint. & Sparsity               | \$ 20,625,617        | \$ 20,524,271        | \$ (101,346)        | 2.527% formula expected increase coupled with declining enrollment       |
| 17         | Declining Enrollment                  | 127,621              | 220,307              | 92,686              | Enrollment driving more revenue here                                     |
| 18         | Pension Adjustment                    | 264,508              | 427,488              | 162,980             | Teacher Retirement Association benefits, legislative rate increased      |
| 19         | Gifted & Talented                     | 36,826               | 35,742               | (1,084)             | Based on adjusted pupil units  |
| 20         | Extended Time                         | 147,370              | 148,393              | 1,023               | Similar to last year   |
| 21         | Basic Skills                          | 6,962,327            | 6,617,694            | (344,633)           | # of families applying for Free/Reduced declined by 10%                  |
| 22         | Special Education                     | 6,563,227            | 8,029,911            | 1,466,683           | Rough estimate by MDE  |
| 23         | Abatement Aid                         | 5,158                | 2,093                | (3,065)             | Abatement aid revenue  |
| 24         | Achievement and Integration           | 523,301              | 519,799              | (3,501)             | Similar to last year   |
| 25         | Local Optional Revenue                | 124,916              | 79,846               | (45,070)            | Offset from Levy increase  |
| 26         | Alternative Teacher Compensation      | 464,407              | 450,419              | (13,988)            | Based on adjusted pupil units  |
| 27         | Nonpub/Alt Att Transp                 | 40,572               | 57,546               | 16,974              | Based on number of students  |
| 28         | EL Cross Subsidy Reduction Aid        | 11,128               | -                    | (11,128)            | Rolled into another formula  |
| 29         | Operating Capital                     | 407,773              | 378,714              | (29,059)            | When combined with operating levy it's pretty similar to last year       |
| 30         | <b>AID TOTAL</b>                      | <b>\$ 36,304,750</b> | <b>\$ 37,492,223</b> | <b>\$ 1,187,473</b> | <b>3.27%</b>   |
| 31         | <b>GENERAL FUND TOTAL</b>             | <b>\$ 44,658,183</b> | <b>\$ 45,386,247</b> | <b>\$ 728,063</b>   | <b>1.63%</b>   |
| 32         | <b>COMMUNITY EDUCATION FUND</b>       |                      |                      |                     |  |
| 33         | Basic Levy                            | \$ 98,898            | \$ 90,118            | \$ (8,780)          | \$6.35 times 2020 population plus youth service and after school revenue |
| 34         | Early Child & Family                  | 50,144               | 54,528               | 4,384               | Based on increased ANTC and 5 year old population                        |
| 35         | Home Visiting                         | 1,773                | 1,917                | 143                 | Similar to last year   |
| 36         | Adults with Disabilities              | 1,582                | (134)                | (1,717)             | Adjustment for last year   |
| 37         | School Age Care                       | 201,019              | 186,867              | (14,152)            | Funding for children with disabilities                                   |
| 38         | Abatement Adjustment                  | 588                  | 4,685                | 4,096               | Abatement activity   |
| 39         | <b>LEVY TOTAL</b>                     | <b>\$ 354,005</b>    | <b>\$ 337,980</b>    | <b>\$ (16,025)</b>  | <b>-4.53%</b>  |
| 40         | Early Child & Family Education        | \$ 131,389           | \$ 127,070           | \$ (4,319)          | Based on increased ANTC and 5 year old population declining              |
| 41         | Gross Community Education Aid         | 50,044               | 58,824               | 8,780               | Similar to last year   |
| 42         | Home Visiting Aid                     | 1,519                | 1,380                | (139)               | Similar to last year   |
| 42         | Adults with Disabilities              | 4,306                | 4,440                | 134                 | Similar to last year   |
| 43         | <b>AID TOTAL</b>                      | <b>\$ 187,257.73</b> | <b>\$ 191,713</b>    | <b>\$ 4,456</b>     | <b>2.38%</b>   |
| 44         | <b>COMM. ED. FUND TOTAL</b>           | <b>\$ 541,263</b>    | <b>\$ 529,694</b>    | <b>\$ (11,569)</b>  | <b>-2.14%</b>  |
| 45         | <b>DEBT SERVICE FUND</b>              |                      |                      |                     |  |
| 46         | Debt Levy                             | \$ 3,127,846         | \$ 3,222,713         | \$ 94,867           | Scheduled principal & interest payments                                  |
| 47         | Alternative Facilities (LTFM) Bond    | 1,507,284            | 2,161,190            | 653,907             | Scheduled principal & interest payments                                  |
| 48         | Debt Excess                           | (245,304)            | (1,285)              | 244,019             | Calculated using fund balance & projected costs                          |
| 49         | Abatement Adjustment                  | 6,002                | 53,963               | 47,961              | Abatement activity   |
| 50         | <b>DEBT SERVICE LEVY TOTAL</b>        | <b>\$ 4,395,827</b>  | <b>\$ 5,436,581</b>  | <b>\$ 1,040,754</b> | <b>23.68%</b>  |
| 51         | LTFM Equalization Aid                 | \$ 456,658           | \$ 465,157           | \$ 8,499            | Similar to prior year  |
| 52         | <b>AID TOTAL</b>                      | <b>\$456,658</b>     | <b>\$465,157</b>     | <b>\$8,499</b>      | <b>1.86%</b>   |
| 53         | <b>ALL FUNDS LEVY &amp; AID TOTAL</b> | <b>\$ 50,051,931</b> | <b>\$ 51,817,678</b> | <b>\$ 1,757,248</b> | <b>3.51%</b>   |
| 54         | <b>LEVY GRAND TOTAL</b>               | <b>\$ 13,103,266</b> | <b>\$ 13,668,586</b> | <b>\$ 565,320</b>   | <b>4.31%</b>   |

Minnesota Department of Education  
Levy Limitation and Certification Report  
2024 Payable 2025

District Number-Type: 0014-01  
District Name: Fridley Public School District  
Home County: Anoka County

Date Printed: 9/12/24  
Limits Updated: 9/11/24  
Proposed Submitted: 9/12/24

**LIMIT**

**PROPOSED**

**SUBTOTALS BY LEVY CATEGORY**

GENERAL - RMV VOTER  
GENERAL - RMV OTHER  
GENERAL - NTC VOTER  
GENERAL - NTC OTHER  
COMMUNITY SERVICE - NTC OTHER  
GENERAL DEBT - NTC VOTER  
GENERAL DEBT - NTC OTHER  
OPEB DEBT - NTC VOTER  
OPEB DEBT - NTC OTHER

The School Board has voted to certify the MAXIMUM levy authority.

After October 1st, the county auditor should consult the Minnesota Department of Education (MDE) website for the district's current levy limitation and use this amount for the Truth in Taxation notices.

**SUBTOTALS BY FUND**

GENERAL FUND  
COMMUNITY SERVICES FUND  
GENERAL DEBT SERVICE FUND  
OPEB/PENSION DEBT SERVICE FUND

If there is a change to the district's levy limitation after October 1st, the county will be notified by MDE via email. Before finalizing tax computations for the Truth in Taxation notices, counties should double check the MDE website to be sure no changes have been made to the district's levy limitation that the county is not already aware of through this email process.

**SUBTOTALS BY TAX BASE**

REFERENDUM MARKET VALUE  
NET TAX CAPACITY

**SUBTOTALS BY TRUTH IN TAXATION CATEGORY**

VOTER APPROVED  
OTHER

**TOTAL LEVY**

TOTAL LEVY

The school district must submit the completed original of this form to the home county auditor by September 30, 2024. A duplicate form must be submitted to Minnesota Department of Education, School Finance Division, 400 NE Stinson Blvd., Minneapolis, MN 55413, by October 7, 2024.

The certified levy listed above is the levy voted by the school board for taxes payable in 2025.

Signature of School Board Clerk

\_\_\_\_\_

Date of Certification

\_\_\_\_\_



# FRIDLEY PUBLIC SCHOOLS

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TO: Members of the School Board

FROM: Jason Mutzenberger, Director of Finance

DATE: September 17, 2024

RE: Approval of Proposed 2024 Payable 2025 Property Tax Levy

## **RECOMMENDATION:**

**For the Board of Education to approve the proposed 2024 payable 2025 property tax levy as “Maximum” and certify the levy to the county auditor.**

School districts must adopt a proposed 2024 Payable 2025 property tax levy and certify it to the home county auditor on or before September 30, 2024. Preliminary levy limitations must be provided to school districts by the Minnesota Department of Education (MDE) by September 8. School districts have until September 30 to submit levy changes to MDE.

Districts have the option to levy “Maximum” meaning the school board approves the levy limit versus a lesser amount. If a specific dollar amount is approved, the district may not approve anything higher than what was specified. By approving the “Maximum,” school districts are protected if levies do increase.

The levy certification proposed this evening impacts taxes payable in calendar year 2025, which the district will receive in fiscal year 2025-26. We have included a levy comparison document, summarizing the change in major line items from FY25 to FY26. The preliminary levy increase for taxes payable in 2025 is currently estimated at 4.31%. This increase would change if the referendum were approved in November.

Truth in Taxation statutes require a hearing to be conducted during regular school board meetings. The statute also requires that the date and time of the regular school board meeting when hearings are scheduled be announced at the time the proposed levy is certified. The regular school board meeting at which the Truth in Taxation hearing will be conducted is December 17, 2024, at 7:30 pm.

## **RESOLUTION Accepting Gifts**

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

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

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

- The following persons donated to **Stevenson Elementary School:**
  - Presbyterian Church of the Way - supplies for students valued at \$1,399.00

**Fridley Independent School District 14  
2024-26 MASTER AGREEMENT  
Custodians or Custodian Engineers**

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**THIS AGREEMENT**, made and entered into as of the first day of July ~~2023~~ 2024, by and between the School Board of Independent School District 14 of Anoka County, Minnesota, hereinafter referred to as the Employer and Education Minnesota Fridley Custodians AFL-CIO, hereinafter referred to as the Union in compliance with the Public Employment Labor Relations Act of 1971 as amended, mutually agree to the following terms and conditions of employment for the duration of this contract.

**Article I  
Collective Bargaining**

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

**Article II  
Adhere to Agreement**

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

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

**Section 1. Probationary Period**

An employee under the provisions of this Agreement shall serve a probationary period of 120 working days of continuous service in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourses to the

grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

## **Section 2. Completion of Probationary Period, Discharge, Discipline**

An employee who has completed the probationary period will have a disciplinary action taken against them only for just cause. Any disciplinary action shall comply with law and regulation, shall be fair and equitable and shall be consistent with the principle of progressive discipline. Progressive Disciplinary action may include the following:

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

**Subd 1.** Whenever possible, the District shall discuss with the Custodian(s) any concern which may lead to a disciplinary action and shall offer constructive suggestions for correction before any disciplinary action is initiated.

**Subd 2.** Custodians shall be entitled to have a representative of the Union present in the event that she/he is being reprimanded, warned or disciplined for any infraction of rules and delinquency in professional performance. If a Custodian requests representation, no action shall be taken with respect to the matter until a representative of the Union is present, provided that the representative is available in a timely manner so as not to delay the action.

## **Section 3. Probationary Period, Change of Position**

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

## **Section 4. Personnel Files**

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

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

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

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

**Section 5. Right to Views**

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

**Section 6. Anniversary Date**

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

**Article IV  
Assignment**

**Section 1. Basic Work Week**

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

**Section 2. Shifts and Starting Time**

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

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

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

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

**Subd. 4.** Shifts may be adjusted on non-student contact days with a mutual agreement among the employee, the building principal, and the Facilities Manager.

### **Section 3. Tuition for Course of Study**

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

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

### **Section 4. State of Minnesota Engineer License**

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

### **Section 5. Training**

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

### **Section 6. Workshops Staff Development**

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

### **Section 7. Labor/Management Committee**

The Union and District will establish a joint committee that will meet a minimum of four times per year to address concerns and discuss ideas for improvements for custodial staff. The meeting will be jointly convened by the Union President and Buildings and Grounds Manager.

## **Article V Vacations**

### **Section 1. Eligibility**

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

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

## **Section 2. Earned Vacations**

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

Employees shall earn and be credited vacation as follows:

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

## **Section 3. Request for Vacation Time**

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

## **Section 4. Holidays that Fall within Vacation Period**

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

## **Section 5. Vacation Pay upon Leaving Employment**

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

## **Section 6. Vacation Accrual**

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

## **Article VI Sick Leave**

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

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

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

**Subd. 3.** Sick leave with pay shall be allowed whenever an employee's absence is due to illness of the employee or the employee's minor children, which prevented attendance and performance of duties on that day or days. Earned sick leave may be used for illness or injury of relatives pursuant to *MS.181.9413* but must at least include the following individual's brother, sister, mother, father, spouse, child, in-laws, grandparents and grandchildren.

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

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

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

**Subd. 7.**

Employees must exhaust all of their paid time off prior to taking unpaid time off.

### **Section 2. Family and Medical Leave**

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

## Article VII Holidays

### Section 1. Eligibility

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

### Section 2. Paid Holidays

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

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

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

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

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

### **Section 3. Weekends**

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

### **Section 4. Eligibility**

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

## **Article VIII Hours of Service**

### **Section 1. Overtime**

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

### **Section 2. Minimum Callback:**

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

### **Section 3. Split Shifts**

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

### **Section 4. Two Weeks' Notice**

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

### **Section 5. Inclement Weather**

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

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

**Section 6. Emergency Schedules and Assignments.**

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

**Section 7. Holiday/Sunday Pay**

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

Employees who are regularly scheduled to work Sunday through Thursday shall be paid two times the rate for hours worked when that employee is required to work on a holiday or on a Saturday. Employees who are regularly scheduled to work Tuesday through Saturday shall be paid two times the rate for hours worked when that employee is required to work on a holiday or on a Monday.

**Section 8. Union Meetings**

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

**Article IX  
Leaves of Absence**

**Section 1. Personal Leave**

Employees may use 24 hours of personal leave per year for personal business and emergencies, a transaction, hearing, or consultation which requires the presence of the staff member during working hours, and which would be impossible to fulfill at any other time. Requests for personal leave must be submitted to the staff member's supervisor in writing two days in advance, except in emergency cases. For newly hired members, the personal leave allocation shall be pro-rated based on start date.

**Section 2. Jury Duty**

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

### **Section 3. Unpaid Leaves of Absences**

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

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

### **Section 4. Supplementation to Workers' Compensation Benefits**

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

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

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

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

### **Section 5. Bereavement**

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

## **Section 6. Union Leave**

A total of no more than twelve (12) hours per year may be used for union business at the discretion of the Union President. The president will approve member use of this time and must consult with the Facilities Manager when time off for union business is requested.

## **Section 7. Child Care Leave**

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

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

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

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

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

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

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

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

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

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

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

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

### **Section 8. Aging Parent Leave**

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

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

## **Article X Rates of Pay**

### **Section 1. Wage Schedule -See Attachment A**

The classification, hourly wage and differentials in Attachment A, including step advancement shall be a part of this Agreement and will be paid for each hour worked or taken as paid leave by the employee. Upon ratification of this agreement, salary, step advancement and benefits shall be retroactive to July 1, 2023. Retroactive pay and benefits shall apply only to employees employed at the time of ratification.

### **Section 2. Step Placement**

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

### **Section 3: Boiler License**

All members carrying the following licenses will be paid \$1000 per year, spread over bimonthly paychecks, per license carried.

| <b>License Type</b>     | <b>Stipend per year</b> |
|-------------------------|-------------------------|
| Specialist              | \$1,000                 |
| 2 <sup>nd</sup> Class C | \$1,000                 |
| 1 <sup>st</sup> Class C | \$1,000                 |
| Chief C                 | \$1,000                 |

The School District shall pay the cost of testing and other fees incurred for renewal or upgrading of a boiler license each year when the School District requires the employee to maintain a boiler license as a requirement for their job.

#### **Section 4. Substitute Differential**

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

#### **Section 5. Uniforms**

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

Uniform shirts and safety rated clothing/equipment for use in high voltage areas will be provided by the District at no cost to the employees. Pants meeting District specifications should be purchased by the employee with no reimbursement from the District. Qualified non slip shoes shall be worn at all times during the work day except for occasions which require alternate outdoor footwear. Up to \$300 per year will be reimbursed for approved non-slip shoes with receipts submitted by July 1<sup>st</sup>. An exception to this date may be allowed on upon consultation and agreement between the unit president and the Director of Finance and Operations.

#### **Section 6. Off-Site Lunch Break**

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

#### **Section 7. Job Descriptions**

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

## **Article XI Insurance**

#### **Section 1. Selection of Carrier**

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

#### **Section 2. Insurance Benefits**

**Health and Hospitalization Contribution:** The School District shall contribute up to the same amount provided for the teachers for all custodians working 80% or more of a full time schedule and who are enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

The district’s contribution toward health insurance shall be:

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

**Long Term Disability Contribution:** The District will provide a long-term disability insurance plan for employees scheduled to work 20 or more hours/week providing a benefit of 70% of basic annual salary in the event of disability caused by sickness or accident. The waiting period for this benefit shall be 60 calendar days. Participation in the plan is mandatory for all qualified employees and the premium for the plan will be paid by the employee through payroll deduction. An hourly wage adjustment has been made to compensate for the deduction of the Long Term Disability premium.

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

**Dental Insurance Contribution:** The District shall contribute the total premium for individual coverage for all custodians scheduled to work 40 hours/week by the School District who qualify for and who are enrolled in the School District dental health plan. For custodians working less than 40 hours/week, but more than 20 hours/week, a prorated amount towards premium for individual coverage will be contributed by the District.

**Section 3. Claims against the School District**

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

**Section 4. Duration of Insurance Contributions**

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

**Section 5. Eligibility**

Benefits provided in this Article are designed for permanent personnel.

### **Section 6. Continuation of Insurance after Retirement**

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

### **Section 7. IRS 125b Plan**

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

## **Article XII Reduction in Force**

### **Section 1. Layoff**

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

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

**Subd. 2. Recall from Layoff:** Employees shall be recalled from layoff based on seniority, the last employee laid off shall be the first employee recalled. Employees shall retain recall rights for a period of two (2) years from the date of layoff. Employees recalled from layoff shall have their earned sick leave and seniority reinstated as of the date of layoff. The employee shall forfeit these rights if they fail to report for work within fifteen (15) work days.

**Subd. 3. Declination of Vacancies:** A custodian may decline a vacant position one time for which the custodian is qualified.

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

### **Section 2. Seniority Date**

Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement, and upon acquiring seniority, the seniority date shall relate back to the first date of service. If more than one employee commences work on the same day, seniority ranking for such employees shall be determined by the last four digits of their social security number whichever is greater. The seniority list is to be published and posted by October 1. Any person whose name appears on the seniority list shall have 21 days from the date of posting to supply

written documentation, proof, and request for change in seniority. Failure to make a timely request for change shall constitute a waiver of the right to challenge the posted list. Upon completion of the challenge period the seniority list may not be challenged until the subsequent year's posting period.

### **Article XIII Job Postings**

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

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

### **Article XIV Grievance Procedure**

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

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

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

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

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

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

**Subd. 1. Request.** A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten days following the decision in Step 3 of the grievance procedure.

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

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

**Subd. 4. Submission of Grievance Information.**

a) Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

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

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

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

**Subd. 6. Decision.** The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall

be final and binding upon the parties subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A. of 1971 as amended.

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

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

## **Article XV**

### **I.R.S. Code 403(b)**

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

Effective no later than July 1, 2001, an eligible Custodian may participate in the District's matching annuity program as provided in M.S. 356.24, subd. 1(5) ii, subject to the provisions contained in this Article.

#### **Section 2. Eligibility**

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

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

#### **Section 3. District Contribution**

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

**Subd. 1.** The maximum annual District contribution shall be based on matching an employee's contribution per the following:

|   | 2024-2026 |
|---|-----------|
| Zero through nine years completed in District | \$2,100   |
| Starting 10th year in district and higher     | \$2,500   |

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

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

**Subd. 4.** The district match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after the first year of eligibility.

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

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

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

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

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

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

#### **Section 4. Judicial Decision**

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

**Article XVI**

**THIS AGREEMENT** shall be in force from July 1, 2024 through June 30, 2026, and shall continue as is from year to year unless either party shall notify the other in writing 60 days prior to expiration date of existing contract of their desire to re-open negotiations.

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

|  |                                  |
|--|----------------------------------|
| Education Minnesota Fridley Custodians | As Representing the School Board |
| AFL-CIO                                | School District 14               |
|  |                                  |
|  |                                  |
| By _____                               | By _____                         |
|  |                                  |
| By _____                               | By _____                         |
|  |                                  |
| Dated _____                            | Dated _____                      |

## **Attachment A**

**Wage Schedule  
FRIDLEY CUSTODIANS**

| <b>2023-2024</b> |                  |                   |   |  |                              |
|------------------|------------------|-------------------|---|--|------------------------------|
| <b>Step</b>      | <b>Custodian</b> | <b>Night Lead</b> | <b>Maint Tech<br/>Elem and FCC<br/>Head Engineers</b> | <b>Head of Grounds<br/>MS Head<br/>Engineers</b> | <b>HS Head<br/>Engineers</b> |
| 1                | 20.06            | 23.35             | 25.21   | 27.54  | 28.23                        |
| 2                | 20.61            | 24.09             | 25.95   | 28.43  | 29.12                        |
| 3                | 21.17            | 24.88             | 26.73   | 29.65  | 30.33                        |
| 4                | 21.75            | 25.69             | 27.53   | 30.53  | 31.19                        |
| 5                | 22.36            | 26.54             | 28.36   | 31.45  | 32.10                        |

| <b>2024-2025</b> |                  |                   |   |  |                              |
|------------------|------------------|-------------------|---|--|------------------------------|
| <b>Step</b>      | <b>Custodian</b> | <b>Night Lead</b> | <b>Maint Tech<br/>Elem and FCC<br/>Head Engineers</b> | <b>Head of Grounds<br/>MS Head<br/>Engineers</b> | <b>HS Head<br/>Engineers</b> |
| 1                | 21.26            | 24.75             | 26.72   | 29.19  | 29.92                        |
| 2                | 21.85            | 25.54             | 27.51   | 30.14  | 30.87                        |
| 3                | 22.44            | 26.37             | 28.33   | 31.43  | 32.15                        |
| 4                | 23.06            | 27.23             | 29.18   | 32.36  | 33.06                        |
| 5                | 23.70            | 28.13             | 30.06   | 33.34  | 34.03                        |

| <b>2025-2026</b> |                  |                   |   |  |                              |
|------------------|------------------|-------------------|---|--|------------------------------|
| <b>Step</b>      | <b>Custodian</b> | <b>Night Lead</b> | <b>Maint Tech<br/>Elem and FCC<br/>Head Engineers</b> | <b>Head of Grounds<br/>MS Head<br/>Engineers</b> | <b>HS Head<br/>Engineers</b> |
| 1                | 22.54            | 26.24             | 28.32   | 30.94  | 31.72                        |
| 2                | 23.16            | 27.07             | 29.16   | 31.95  | 32.72                        |
| 3                | 23.79            | 27.95             | 30.03   | 33.32  | 34.08                        |
| 4                | 24.44            | 28.86             | 30.93   | 34.30  | 35.04                        |
| 5                | 25.12            | 29.82             | 31.86   | 35.34  | 36.07                        |

| <b>Shift Differential</b> | <b>Amount</b> |
|---------------------------|---------------|
| 2nd Shift                 | \$0.50        |

**Longevity**

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

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



## Fridley Public Schools Directory Information Opt-Out Form

District Policy 515 gives parents/guardians and eligible students (i.e., students who are age 18 and older) certain rights with respect to their child's or their own education records and personal information. Per federal and state data privacy laws, directory information may be released to the public without permission of the parent/guardian or eligible student. If you want to prohibit the release of student directory information, a parent/guardian or eligible student must complete this form each school year.

**STUDENT DIRECTORY INFORMATION.** Directory Information includes: a student's name, school of attendance or grade level, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees, honors, and awards received, photograph, and the most recent previous educational agency or institution attended. It also includes the name of the student's designated guardian. Directory information does not include a student's home address, telephone number, email address, other personal contact information, or data which references the student's religion, race, color, social position, or nationality.

Directory information is most often shared in school publications, such as yearbooks, special event or sports programs, honor rolls, newsletters, etc. Directory information is also shared, upon request, with members of the public, such as the media, college recruiters, or military recruiters. Parents/guardians or eligible students may refuse to have any or all directory information made public by checking the box below.

**I DO NOT** give permission to the District to release directory information.

**FOR HIGH SCHOOL STUDENTS ONLY.** Federal law requires that the names, addresses, and home phone numbers of secondary students be shared, upon request, with military recruiters or post-secondary institutions of higher education. Parents/guardians or eligible students may refuse the release of this information by checking the box below.

**I DO NOT** give permission to the District to release directory information to military or college recruiters.

1. **Date of request:**
2. **Name of person requesting Directory Information Opt Out:**
3. **Name of Student:**
4. **Home Address:**
5. **School presently attended by student:**
6. **Legal relationship to student:**
7. **Specific categories of directory information to be made non-public without the parent's or eligible student's prior written consent:**

**NOTE: This request is only applicable for the current school year.**

Student Name:

Signature of Requestor:

Relationship to Student: \_\_\_\_\_ Date:

|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|



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## **515 PROTECTION AND PRIVACY OF PUPIL RECORDS**

### **I. Purpose**

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

### **II. General Statement of Policy**

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

### **III. Definitions**

#### **A. Authorized Representative**

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

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

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

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



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

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

E. "Education Records"

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



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



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choice. For the purpose of this definition, “treatment” does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

- e. Records that only contain information about an individual after he or she is no longer a student at the school district.
- F. “Eligible Student” means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.
- G. “Juvenile Justice System” includes criminal justice agencies and the judiciary when involved in juvenile justice activities.
- H. “Legitimate Educational Interest” includes interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person’s need to know in order to:
  - 1. Perform an administrative task required in the school or employee’s contract or position description approved by the School Board;
  - 2. Perform a supervisory or instructional task directly related to the student’s education; or
  - 3. Perform a service or benefit for the student or the student’s family such as health care, counseling, student job placement or student financial aid.
  - 4. Perform a task directly related to responding to a request for data.
- I. “Parent” means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.
- J. “Personally identifiable” means that the data or information includes, but is not limited to: (a) a student’s name; (b) the name of the student’s parent or other family member; (c) the address of the student or student’s family; (d) a personal identifier such as the student’s social security number or student number or biometric record; (e) other direct identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; (f) other information that, alone or in



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combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

K. Record

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

L. Responsible Authority

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

M. Student

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

N. School Official

“School official” includes:

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

O. Summary Data



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

P. Other Terms and Phrases

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

**IV. General Classification**

State law provides that all data collected, created, received or maintained by a school district are public unless classified by state or federal law as not public or private or confidential.

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

**V. Statement of Rights**

A. Rights of Parents and Eligible Students

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

1. The right to inspect and review the student’s education records;
2. The right to request the amendment of the student’s education records to ensure that they are not inaccurate, misleading or otherwise in violation of the student’s privacy or other rights;
3. The right to consent to disclosures of personally identifiable information contained in the student’s education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;
4. The right to refuse release of names, addresses, and home telephone numbers of secondary students to military recruiting officers and post-secondary educational institutions;



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5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;
6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the superintendent's office, 6000 West Moore Lake Drive, Fridley, MN.

**B. Eligible Students**

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

**C. Disabled Students**

The school district shall follow 34 C.F.R. §§ 300.610-300.617 with regard to the confidentiality of information related to students with a disability.

**VI. Disclosure of Education Records**

**A. Consent Required for Disclosure**

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
  - a. a specification of the records to be disclosed;
  - b. the purpose or purposes of the disclosure;
  - c. the party or class of parties to whom the disclosure may be made;



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



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- g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for
  - i. life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or
  - ii. medical assistance under Minn. Stat. Ch. 256B or Minnesota Care under Minn. Stat. Ch. 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

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

B. Prior Consent for Disclosure Not Required

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

- 1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;
- 2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:
  - a. performs an institutional service or function for which the school district would otherwise use employees;
  - b. is under the direct control of the school district with respect to the use and maintenance of education records; and
  - c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the



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information only for the purposes for which the disclosure was made.

3. To officials of other schools or school districts in which the student seeks or intends to enroll. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice as described herein, suspension and expulsion information pursuant to the federal Every Student Succeeds Act and district policy, and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota state statute, unless the data are required to be destroyed under Minnesota state statute. On request, the school district will provide the parent or eligible student with a copy of the education records which have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with the Section XV. of this policy;
4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;
5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
  - a. determine eligibility for the aid;
  - b. determine the amount of the aid;
  - c. determine conditions for the aid; or
  - d. enforce the terms and conditions of the aid.

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

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:



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- a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or
  - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers;
7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating or administering predictive tests, administering student aid programs or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, and the information is destroyed when no longer needed for the purposes for which the study was conducted. For purposes of this provision, the term "organizations" includes, but is not limited to, federal, state and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five years.
  8. To accrediting organizations in order to carry out their accrediting functions;
  9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
  10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal



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grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with and ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 U.S.C. § 2332b(g)(5)(B), or an act of domestic or international terrorism as defined in 18 U.S.C. § 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding.. If the school district initiates legal action against a parent or student it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself.

11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from educational records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the educational records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;
12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;



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13. Information the school district has designated as “directory information” pursuant to Section VII of this policy;
  14. To military recruiting officers pursuant to Section XI of this policy;
  15. To the parent of a student who is not an eligible student or to the student himself or herself;
  16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
  17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students; or
  18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
    - a. the following information about a student must be disclosed: a student’s full name, home address, telephone number, date of birth; a student’s school schedule, daily attendance record, and photographs, if any; and any parents’ names, home addresses, and telephone numbers;
    - b. the existence of the following information about a student, not the actual data or other information contained in the student’s educational record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student:
      - i. use of a controlled substance, alcohol, or tobacco;
      - ii. assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act;
- iii. possession or use of weapons or look-alike weapons;
- iv. theft; or



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- v. vandalism or other damage to property.

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

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

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

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

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

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements.



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22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 U.S.C. § 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

C. Nonpublic School Students

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

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

## VII. Release of Directory Information

A. Classification

Directory information is public except as provided herein.

B. Former Students

Unless a former student affirmatively opted out of the release of directory information in his or her last year of attendance, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section.



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In addition, under an explicit exclusion from the definition of an “education record,” the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district.

C. Present Students and Parents

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

1. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:
  - a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
  - b. the parent’s or eligible student’s right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and
  - c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.
2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district, in writing, that any or all of the information so designated should not be disclosed without the parent’s or eligible student’s prior written consent, except as provided in Section VI of this policy.
3. A parent or eligible student may not opt out of the directory information disclosures to:
  - a. prevent the school district from disclosing or requiring the student to disclose the student’s name, ID, or school district e-mail address in a class in which the student is enrolled; or
  - b. prevent the school district from requiring a student to display



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publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.

4. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student of the student's records.

5.

D. Procedure for Obtaining Nondisclosure of Directory Information

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

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

E. Duration

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

## VIII. Disclosure of Private Records

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their



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contents except as summary data, or except as provided in Section VI of this policy, without the prior written consent of the parent or the eligible student.

B. Private Records Not Accessible to Parent



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

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request, the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination, the responsible authority shall consider the following factors:
  - a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
  - b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
  - c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
  - d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and
  - e. whether the data concerns medical, dental or other health services provided pursuant to Minn. Stat. §§ 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

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



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## **IX. Disclosure of Confidential Records**

### **A. Confidential Records**

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

### **B. Reports Under the Maltreatment of Minors Reporting Act**

Pursuant to Minn. Stat. § 626.556, written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff or the local police department subject to the provisions of Minn. Stat. 626.556, Subd. 11.

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

### **C. Investigative Data**

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

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
2. A complainant has access to a statement he or she provided to the school district.



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3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minn. Stat. § 13.393.
4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:
  - a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;
  - b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
  - c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.
5. A “pending civil legal action” for purposes of this subdivision is defined as including, but not limited to, judicial, administrative or arbitration proceedings.

D. Chemical Abuse Records

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

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

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



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

- A. The School District will release the names, addresses, and home telephone numbers of secondary students to military recruiting officers within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data to military recruiters pursuant to Paragraph C. below.
- B. Data released to military recruiting officers under this provision:
1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military; and
  2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.
- C. A parent or eligible student has the right to refuse the release of the name, address, or home telephone number to military recruiting officers. To refuse the release of the above information to military recruiting officers, a parent or eligible student must notify the building principal in writing, by September 30<sup>th</sup>, each year. The written request must include the following information:
1. Name of student and parent, as appropriate;
  2. Home address;
  3. Student's grade level;
  4. School presently attended by student;
  5. Parent's legal relationship to student, if applicable;
  6. Specific category or categories of information which are not to be released to military recruiters; and
  7. Specific category or categories of information which are not to be released to the public, including military recruiters.
- A. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of secondary students without prior consent.



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

## **XII. Limits on Redisclosure**

### **A. Redisclosure**

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

### **B. Redisclosure Not Prohibited**

1. Subdivision A. of this section does not preclude the school district from disclosing personally identifiable information under the DISCLOSURE OF EDUCATION RECORDS section of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:
  - a. The disclosures meet the requirements of the DISCLOSURE OF EDUCATION RECORDS section of this policy; and
  - b. The school district has complied with the record-keeping requirements of the RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING section of this policy.



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2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student, or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 U.S.C. § 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

C. Classification of Disclosed Data

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

D. Notification

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

### **XIII. Responsible Authority, Record Security; and Record Keeping**

A. Responsible Authority

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

B. Record Security

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



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C. Plan for Securing Student Records

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

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

D. Review of Written Plan for Securing Student Records

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

E. Record Keeping

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



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this section shall also include:

- a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district; and
  - b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information.
  - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 C.F.R. § 99.32 and to whom the school district disclosed information from an educational record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.
3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Paragraph B.1 of Section VI.B1 of this policy, to requests for disclosures of directory information under Section VII of this policy, or to a party seeking or receiving the records as directed by a Federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed.
4. The record of requests of disclosures may be inspected by:
- a. the parent of the student or the eligible student;
  - b. the school official or his or her assistants who are responsible for the custody of the records; and
  - c. the parties authorized by law to audit the record-keeping procedures of the school district.
5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:



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- a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and
  - b. the parties to whom the school district disclosed the information.
6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

#### **XIV. Right to Inspect and Review Education Records**

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

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

**B. Response to Request for Access**

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

**C. Right to Inspect and Review**

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

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



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D. Form of Request

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

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

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

G. Authority to Inspect or Review

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

H. Fees for Copies of Records

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

- a. the cost of materials, including paper, used to provide the copies;
- b. the cost of the labor required to prepare the copies;
- c. any schedule of standard copying charges established by the school district in its normal course of operations;



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- d. any special costs necessary to produce such copies from machine based record-keeping systems, including but not limited to computers and microfilm systems; and
  - e. mailing costs.
2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and instead, the charge shall be no more than 25 cents for each page copied.
  3. The cost of providing copies shall be borne by the parent or eligible student.
  4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, would impair the parent or eligible student from exercising their right to inspect or review the student's education records.
  5. The school district reserves the right to charge for copies such as transcripts it forwards to potential employers or post-secondary institutions for employment or admissions purposes. The fee for such copies and other copies forwarded to third parties with prior consent as a convenience will be the actual search/retrieval and copying costs, plus postage if that is involved.

## **XV. Request to Amend Records; Procedures to Challenge Data**

### **A. Request to Amend Education Records**

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

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.
2. The school district shall decide whether to amend the education records of the student in accordance with the request within a reasonable period of time after receiving the request.



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3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

#### B. Right to a Hearing

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

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

#### C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place and time reasonably in advance of the hearing.



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2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The School Board attorney shall be in attendance to present the School Board’s position and advise the designated hearing officer on legal and evidentiary matters.
3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.
4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

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

**XVI. Problems Accessing Data**

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

B. Data practices compliance officials

| Type of Data Requested                                 | Name                   | Position                         | Address                                       | Fax Number   |
|--|------------------------|----------------------------------|---|--------------|
| Human Resources and Personnel Data                     | Jennifer Claseman      | Director of Human Resources      | 6000 West Moore Lake Drive, Fridley, MN 55432 | 763-502-5045 |
| Student Cumulative File & Student Disciplinary Records | Imina Oftedahl         | Director of Educational Services | 6000 West Moore Lake Drive, Fridley, MN 55432 | 763-502-5040 |
| Student Special Education Records                      | Laura Seifert-Hertling | Director of Special Services     | 6000 West Moore Lake Drive, Fridley, MN 55432 | 763-502-5040 |

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



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## **XVII. Complaints for Noncompliance with FERPA**

### **A. Where to File Complaints**

Complaints regarding alleged violations of rights accorded parents and eligible students shall be submitted in writing to the Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, S.W., Washington, D.C. 20202-4605.

### **B. Content of Complaint**

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation has occurred.

## **XVIII. Waiver**

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

## **XIX. Annual Notification of Rights**

### **A. Contents of Notice**

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

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;



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4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of state and federal law, and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and
6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll including suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

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

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

**C. Notification to Parents or Eligible Students Who Are Disabled**

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

**XX. Destruction and Retention of Records**

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

**XXI. Copies of Policy**

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

***Legal References:***

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

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

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

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

Minn. Stat. §121A.75 (Sharing Disposition Order and Peace Officer Records)



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Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)  
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)  
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)  
Minn. Stat. § 363A.42 (Public Records; Accessibility)  
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)  
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)  
10 U.S.C. § 503(b) and (c) Enlistments: Recruiting Campaigns; compilation of Directory Information)  
18 U.S.C. § 2331 (Definitions)  
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)  
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)  
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)  
20 U.S.C. § 7908 (Armed Forces Recruiting Information)  
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)  
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)  
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)  
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)  
*Gonzaga University v. Doe*, 536 U.S. 273, 122 S.Ct. 2268, 153 L.Ed. 2d 309 (2002)

***Cross References:***

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

***School Board Action:***

Adopted as Policy 8.402 August 19, 1975  
Revised as Policies 8.000 and 8.402 April 18, 1978  
Revised as Policy 515 June 18, 2002  
Revised July 15, 2008  
Revised July 19, 2011  
Revised July 17, 2012  
Revised September 17, 2013  
Revised March 18, 2014  
Revised February 16, 2016



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Revised January 15, 2019

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## **522 Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process**

### **I. GENERAL STATEMENT OF POLICY**

- A. The school district does not discriminate on the basis of sex, including discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity, in any education program or activity that it operates, including in admission and employment. The school district does not discriminate in such a manner in its implementing regulations. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.
- B. Except as provided elsewhere under Title IX or its regulations, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the school district.
- C. The school district prohibits sex-based discrimination or sexual harassment that occurs within its education programs and activities. The school district shall promptly respond in a manner that is prompt and effective.
- D. Except as provided therein, Title IX and its regulations apply to all sex discrimination occurring under a school district's education program or activity in the United States. For the purpose of this paragraph, conduct that occurs under the school district's education program or activity includes but is not limited to conduct that is subject to the school district's disciplinary authority. The school district has an obligation to address a sex-based hostile environment under its education program or activity, even when some conduct alleged to be contributing to the hostile environment occurred outside the school district's education program or activity or outside the United States.
- E. The school district has adopted, published, and implemented grievance procedures consistent with the requirements of 34 Code of Federal Regulations, section 106.45, and if applicable section 106.46, that provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in the school district's education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX or its regulations.
- F. The school district's obligation to comply with Title IX and its regulations is not obviated or alleviated by the Federal Educational Rights and Privacy Act

(FERPA), 20 United States Code, section 1232g, or its implementing regulations, 34 Code of Federal Regulations, part 99, or any state law or local law. The obligation to comply is not obviated or alleviated by any rule or regulation of any organization, club, athletic or other league, or association which would render any applicant or student ineligible to participate or limit the eligibility or participation of any applicant or student, on the basis of sex, in any education program or activity operated by the school district and which receives Federal financial assistance.

- G. The school district has an obligation to address a sex-based hostile environment under its education program or activity, even when some conduct alleged to be contributing to the hostile environment occurred outside the school district's education program or activity or outside the United States.
- H. Nothing in Title IX or its regulations may be read in derogation of any legal right of a parent, guardian, or other authorized legal representative to act on behalf of a complainant, respondent, or other person, subject to Paragraph F of this section, including but not limited to making a complaint through the school district's grievance procedures for complaints of sex discrimination.
- I. In the limited circumstances in which Title IX or its regulations permits different treatment or separation on the basis of sex, the school district must not carry out such different treatment or separation in a manner that discriminates on the basis of sex by subjecting a person to more than de minimis harm, except as permitted by 20 United States Code, section 1681(a)(1) through (9) and the corresponding regulations sections 106.12 through 106.15, 20 United States Code, section 1686 and its corresponding regulation section 106.32(b)(1), or section 106.41(b). Adopting a policy or engaging in a practice that prevents a person from participating in an education program or activity consistent with the person's gender identity subjects a person to more than de minimis harm on the basis of sex.
- J. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The school district's Title IX Coordinator(s) is/are:

Rochelle Cox, Senior Officer of Operations and System Alignment  
763-502-5008  
[cox@isd14.org](mailto:cox@isd14.org)  
6000 West Moore Lake Dr., Fridley, MN 55432

Inquiries about Title IX and its regulations may be referred to the Title IX Coordinator(s), the United States Department of Education's Office for Civil Rights, or both.

- K. To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please refer to the Fridley Public Schools website under School Board Policies.
- L. The effective date of this policy is August 1, 2024, and applies to alleged violations of this policy occurring on or after August 1, 2024.

## II. DEFINITIONS

- A. “Admission” means selection for part-time, full-time, special, associate, transfer, exchange or any other enrollment, membership, or matriculation in or at an education program or activity operated by the school district.
- B. “Complainant” means
  - 1. a student or employee of the school district who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations; or
  - 2. a person other than a student or employee of the school district who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX and who was participating or attempting to participate in a school district education program or activity at the time of the alleged sex discrimination.
- C. “Complaint” means an oral or written request to the school district that objectively can be understood as a request for the school district to investigate and make a determination about alleged discrimination under Title IX or its regulations.
  - 1. A person is entitled to make a complaint of sex-based harassment only if they themselves are alleged to have been subjected to the sex-based harassment, if they have a legal right to act on behalf of such person, or if the Title IX Coordinator initiates a complaint consistent with the requirements of 34 Code of Federal Regulations, section 106.44(f)(1)(v).
  - 2. The following individuals have a right to make a complaint of sex discrimination, including complaints of sex-based harassment, requesting that the school district investigate and make a determination about alleged discrimination under Title IX:
    - a. a complainant;
    - b. a parent, guardian, or other authorized legal representative with the

- legal right to act on behalf of a complainant; or
  - c. the school district’s Title IX Coordinator.
3. With respect to complaints of sex discrimination other than sex-based harassment, in addition to the persons listed above, the following persons have a right to make a complaint:
- a. any school district student or employee; or
  - b. any person other than a school district student or employee who was participating or attempting to participate in a school district education program or activity at the time of the alleged sex discrimination.
- D. “Confidential employee” means
- 1. A school district employee whose communications are privileged or confidential under Federal or Minnesota law. The employee’s confidential status, for purposes of this part, is only with respect to information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies; or
  - 2. A school district employee whom the school district has designated as confidential under this part for the purpose of providing services to persons related to sex discrimination. If the employee also has a duty not associated with providing those services, the employee’s confidential status is only with respect to information received about sex discrimination in connection with providing those services.
- E. “Day” or “days” means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).
- F. “Disciplinary sanctions” means consequences imposed on a respondent following a determination under Title IX that the respondent violated the school district’s prohibition on sex discrimination.
- G. “Parental status” as used in Title IX and its regulations means the status of a person who, with respect to another person who is under the age of 18 or who is 18 or older but is incapable of self-care because of a physical or mental disability, is:
- 1. A biological parent;

2. An adoptive parent;
  3. A foster parent;
  4. A stepparent;
  5. A legal custodian or guardian;
  6. In loco parentis with respect to such a person; or
  7. Actively seeking legal custody, guardianship, visitation, or adoption of such a person.
- H. “Party” means a complainant or respondent.
- I. “Peer retaliation” means retaliation by a student against another student.
- J. “Pregnancy or related conditions” means:
1. Pregnancy, childbirth, termination of pregnancy, or lactation;
  2. Medical conditions related to pregnancy, childbirth, termination of pregnancy, or lactation; or
  3. Recovery from pregnancy, childbirth, termination of pregnancy, lactation, or related medical conditions.
- K. “Program or activity” and “program” means all of the operations of a local education agency as defined in 20 United States Code, section 8801, a special purpose district, a system of vocational education, or other school system.
- L. “Relevant” means related to the allegations of sex discrimination under investigation as part of the grievance procedures under Title IX and 34 Code of Federal Regulations, section 106.44. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged sex discrimination occurred.
- M. “Remedies” means measures provided, as appropriate, to a complainant or any other person the school district identifies as having had their equal access to the school district’s education program or activity limited or denied by sex discrimination. These measures are provided to restore or preserve that person’s access to the school district’s education program or activity after a school district determines that sex discrimination occurred.

- N. “Respondent” means a person who is alleged to have violated the school district’s prohibition on sex discrimination.
- O. “Retaliation” means intimidation, threats, coercion, or discrimination against any person by the school district, a student, or an employee or other person authorized by the school district to provide aid, benefit, or service under the school district’s education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the Title IX regulations.
- P. “Sex-based harassment” prohibited by Title IX and its regulations is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity, that is:

- 1. *Quid pro quo harassment.*

An employee, agent, or other person authorized by the school district to provide an aid, benefit, or service under the school district’s education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person’s participation in unwelcome sexual conduct;

- 2. *Hostile environment harassment.*

Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person’s ability to participate in or benefit from the school district’s education program or activity (*i.e.*, creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

- a. The degree to which the conduct affected the complainant’s ability to access the school district’s education program or activity;
- b. The type, frequency, and duration of the conduct;
- c. The parties’ ages, roles within the school district’s education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;

- d. The location of the conduct and the context in which the conduct occurred; and
  - e. Other sex-based harassment in the school district's education program or activity; or
3. *Specific offenses.*
- a. Sexual assault meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
  - b. Dating violence meaning violence committed by a person:
    - i. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
    - ii. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
      - (a) The length of the relationship;
      - (b) The type of relationship; and
      - (c) The frequency of interaction between the persons involved in the relationship;
  - c. Domestic violence meaning felony or misdemeanor crimes committed by a person who:
    - i. is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the state of Minnesota, or a person similarly situated to a spouse of the victim;
    - ii. is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
    - iii. shares a child in common with the victim; or
    - iv. commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction; or

- d. Stalking meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
  - i. Fear for the person’s safety or the safety of others; or
  - ii. Suffer substantial emotional distress.
- Q. “Student” means a person who has gained admission.
- R. “Student with a disability” means a student who is an individual with a disability as defined in the Rehabilitation Act of 1973, as amended, or a child with a disability as defined in the Individuals with Disabilities Education Act.
- S. “Supportive measures” means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to the complainant or respondent to:
  - 1. Restore or preserve that party’s access to the school district’s education program or activity, including measures that are designed to protect the safety of the parties or the school district’s educational environment; or
  - 2. Provide support during the school district’s grievance procedures or during the informal resolution process.

The school district will offer and coordinate supportive measures as appropriate for the complainant and/or respondent to restore or preserve that person’s access to the school district’s education program or activity or provide support during the school district’s Title IX grievance procedures or during the informal resolution process.

- T. “Title IX” means Title IX of the Education Amendments of 1972, as amended.

### **III. DESIGNATION OF TITLE IX COORDINATOR AND DESIGNEES**

- A. The school district must designate and authorize at least one employee, referred to as a Title IX Coordinator, to coordinate its efforts to comply with its obligations under Title IX and its regulations. If a school district has more than one Title IX Coordinator, it must designate one of its Title IX Coordinators to retain ultimate oversight over the responsibilities and ensure the school district’s consistent compliance with its responsibilities under Title IX and its regulations.
- B. As appropriate, the school district may delegate, or permit a Title IX Coordinator to delegate, specific duties to one or more designees.



*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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#### **IV. PARENTAL, FAMILY, OR MARITAL STATUS; PREGNANCY OR RELATED CONDITIONS**

##### **A. Status Generally**

The school district must not adopt or implement any policy, practice, or procedure concerning a student's current, potential, or past parental, family, or marital status that treats students differently on the basis of sex.

##### **B. Pregnancy or Related Conditions**

###### **1. Nondiscrimination**

The school district must not discriminate in its education program or activity against any student based on the student's current, potential, or past pregnancy or related conditions. The school district does not engage in prohibited discrimination when it allows a student, based on pregnancy or related conditions, to voluntarily participate in a separate portion of its education program or activity provided the school district ensures that the separate portion is comparable to that offered to students who are not pregnant and do not have related conditions.

###### **2. Responsibility to Provide Title IX Coordinator Contact and Other Information**

The school district must ensure that when a student, or a person who has a legal right to act on behalf of the student, informs any employee of the student's pregnancy or related conditions, unless the employee reasonably believes that the Title IX Coordinator has been notified, the employee promptly provides that person with the Title IX Coordinator's contact information and informs that person that the Title IX Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to the school district's education program or activity.

###### **3. Specific Actions to Prevent Discrimination and Ensure Equal Access**

The school district must take specific actions below to promptly and effectively prevent sex discrimination and ensure equal access to the school district's education program or activity once the student, or a person who has a legal right to act on behalf of the student, notifies the Title IX Coordinator of the student's pregnancy or related conditions. The Title IX Coordinator must coordinate these actions.

a. Responsibility to provide information about school district obligations.

The school district must inform the student, and if applicable, the person who notified the Title IX Coordinator of the student's pregnancy or related conditions and has a legal right to act on behalf of the student, of the school district's obligations under 34 Code of Federal Regulations, section 106.31, paragraphs (b)(1) through (5) and section 106.44(j) and provide the school district's notice of nondiscrimination under section 106.8(c)(1)

b. Reasonable modifications

- i. The school district must make reasonable modifications to the school district's policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access to the r school district's education program or activity. Each reasonable modification must be based on the student's individualized needs. In determining what modifications are required under this paragraph, the school district must consult with the student. A modification that a school district can demonstrate would fundamentally alter the nature of its education program or activity is not a reasonable modification.
- ii. The student has discretion to accept or decline each reasonable modification offered by the school district. If a student accepts the school district's offered reasonable modification, the school district must implement it.
- iii. Reasonable modifications may include, but are not limited to, breaks during class to express breast milk, breastfeed, or attend to health needs associated with pregnancy or related conditions, including eating, drinking, or using the restroom; intermittent absences to attend medical appointments; access to online or homebound education; changes in schedule or course sequence; extensions of time for coursework and rescheduling of tests and examinations; allowing a student to sit or stand, or carry or keep water nearby; counseling; changes in physical space or supplies (for example, access to a larger desk or a footrest); elevator access; or other changes to policies, practices, or procedures.

c. Voluntary access to separate and comparable portion of program or activity

The school district must allow the student to voluntarily access any separate and comparable portion of the school district's education program or activity under Paragraph A. above.

d. Voluntary leaves of absence

The school district must allow the student to voluntarily take a leave of absence from the school district's education program or activity to cover, at minimum, the period of time deemed medically necessary by the student's licensed healthcare provider. To the extent that a student qualifies for leave under a leave policy maintained by the school district that allows a greater period of time than the medically necessary period, the school district must permit the student to take voluntary leave under that policy instead if the student so chooses. When the student returns to the school district's education program or activity, the student must be reinstated to the academic status and, as practicable, to the extracurricular status that the student held when the voluntary leave began.

e. Lactation space

The school district must ensure that the student can access a lactation space, which must be a space other than a bathroom, that is clean, shielded from view, free from intrusion from others, and may be used by a student for expressing breast milk or breastfeeding as needed.

f. Limitation on supporting documentation

The school district must not require supporting documentation under Paragraph B.3, subparagraphs b. through e. unless the documentation is necessary and reasonable for the school district to determine the reasonable modifications to make or whether to take additional specific actions. Examples of situations when requiring supporting documentation is not necessary and reasonable include, but are not limited to, when the student's need for a specific action under Paragraph C. subparagraphs 3 through 5 is obvious, such as when a student who is pregnant needs a bigger uniform; when the student has previously provided the school district with sufficient supporting documentation; when the reasonable modification because of pregnancy or related

conditions at issue is allowing a student to carry or keep water nearby and drink, use a bigger desk, sit or stand, or take breaks to eat, drink, or use the restroom; when the student has lactation needs; or when the specific action under Paragraph C. subparagraphs 3 through 5 is available to students for reasons other than pregnancy or related conditions without submitting supporting documentation.

4. Comparable Treatment to Other Temporary Medical Conditions

To the extent consistent with Paragraph B.3 above, the school district must treat pregnancy or related conditions in the same manner and under the same policies as any other temporary medical conditions with respect to any medical or hospital benefit, service, plan, or policy the school district administers, operates, offers, or participates in with respect to students admitted to the school district's education program or activity.

5. Certification to Participate

The school district must not require a student who is pregnant or has related conditions to provide certification from a healthcare provider or any other person that the student is physically able to participate in the school district's class, program, or extracurricular activity unless:

- a. The certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity;
- b. The school district requires such certification of all students participating in the class, program, or extracurricular activity; and
- c. The information obtained is not used as a basis for discrimination prohibited by this part.

**V. REPORTING PROHIBITED CONDUCT**

- A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.
- B. The school district requires all employees who are not confidential employees to notify the Title IX Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination under Title IX or its regulations. This requirement does not apply to an employee who has personally been subject

to conduct that reasonably may constitute sex discrimination under Title IX or its regulations.

C. Confidential Employee Requirements

1. The school district must notify all participants in the school district's education program or activity of how to contact its confidential employees, if any.
2. The school district must require a confidential employee to explain to any person who informs the confidential employee of conduct that reasonably may constitute sex discrimination under Title IX or its regulations:
  - a. The employee's status as confidential for purposes of this part, including the circumstances in which the employee is not required to notify the Title IX Coordinator about conduct that reasonably may constitute sex discrimination;
  - b. How to contact the school district's Title IX Coordinator and how to make a complaint of sex discrimination; and
  - c. That the Title IX Coordinator may be able to offer and coordinate supportive measures, as well as initiate an informal resolution process or an investigation under the grievance procedures.

D. Any employee of the school district who has experienced, has knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.

E. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during nonbusiness hours, and may be made in person, by mail, by telephone, or by email using the Title IX Coordinator's contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

F. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the school district may report the alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

VI. **SCHOOL DISTRICT'S RESPONSE TO SEXUAL HARASSMENT**

A. General

Upon knowledge of conduct that reasonably may constitute sex discrimination in its education program or activity, the school district must respond promptly and effectively. The school district must also comply with 34 Code of Federal Regulations, section 106.44 to address sex discrimination in its education program or activity.

B. Barriers to Reporting

The school district must require its Title IX Coordinator to:

1. Monitor the school district's education program or activity for barriers to reporting information about conduct that reasonably may constitute sex discrimination under Title IX or its regulations; and
2. Take steps reasonably calculated to address such barriers.

C. Title IX Coordinator Requirements

1. The Title IX Coordinator is responsible for coordinating the school district's compliance with its obligations under Title IX and its regulations. The school district must require its Title IX Coordinator, when notified of conduct that reasonably may constitute sex discrimination under Title IX or its regulations, to take the following actions to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects:
  - a. Treat the complainant and respondent equitably;
  - b. Offer and coordinate supportive measures, as appropriate, for the complainant. In addition, if the school district has initiated grievance procedures or offered an informal resolution process to the respondent, offer and coordinate supportive measures, as appropriate, for the respondent;
  - c. Notify the complainant or, if the complainant is unknown, the individual who reported the conduct, of the grievance procedures and if applicable and the informal resolution process, if available and appropriate. If a complaint is made, notify the respondent of the grievance procedures and the informal resolution process, if available and appropriate;
  - d. In response to a complaint, initiate the grievance procedures or the informal resolution process, if available and appropriate and requested by all parties;

- e. In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, determine whether to initiate a complaint of sex discrimination that complies with the grievance procedures.
  - i. To make this fact-specific determination, the Title IX Coordinator must consider, at a minimum, the following factors:
    - [a] The complainant's request not to proceed with initiation of a complaint;
    - [b] The complainant's reasonable safety concerns regarding initiation of a complaint;
    - [c] The risk that additional acts of sex discrimination would occur if a complaint is not initiated;
    - [d] The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;
    - [e] The age and relationship of the parties, including whether the respondent is an employee of the school district;
    - [f] The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;
    - [g] The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and
    - [h] Whether the school district could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.



alternative; and training and education programs related to sex-based harassment.

2. Supportive measures must not unreasonably burden either party and must be designed to protect the safety of the parties or the school district's educational environment, or to provide support during the school district's grievance procedures, or during the informal resolution process. The school district must not impose such measures for punitive or disciplinary reasons.
3. The school district may, as appropriate, modify or terminate supportive measures at the conclusion of the grievance procedures or at the conclusion of the informal resolution process, or the school district may continue them beyond that point.
4. The school district must provide a complainant or respondent with a timely opportunity to seek, from an appropriate and impartial employee, modification or reversal of the school district's decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee must be someone other than the employee who made the challenged decision and must have authority to modify or reverse the decision, if the impartial employee determines that the decision to provide, deny, modify, or terminate the supportive measure was inconsistent with the definition of supportive measures. The school district must also provide a party with the opportunity to seek additional modification or termination of a supportive measure applicable to them if circumstances change materially.
5. The school district must not disclose information about any supportive measures to persons other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless necessary to provide the supportive measure or restore or preserve a party's access to the education program or activity, or when an exception in 34 Code of Federal Regulations section 106.44(j)(1) through (5) applies.
6. The school district must require the Title IX Coordinator to consult with one or more members, as appropriate, of the student's Individualized Education Program (IEP) team, if any, or one or more members, as appropriate, of the group of persons responsible for the student's placement decision under 34 Code of Federal Regulations, section 104.35(c), if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act, and Section 504 of the Rehabilitation Act of 1973 in the implementation of supportive measures.

E. Students with Disabilities

If a complainant or respondent is an elementary or secondary student with a disability, the school district must require the Title IX Coordinator to consult with one or more members, as appropriate, of the student's Individualized Education Program (IEP) team, if any, or one or more members, as appropriate, of the group of persons responsible for the student's placement decision under 34 Code of Federal Regulations, section 104.35(c), if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973 throughout the school district's implementation of grievance procedures under 34 Code of Federal Regulations, section 106.45.

F. Emergency Removal

Nothing in Title IX or its regulations precludes the school district from removing a respondent from the school district's education program or activity on an emergency basis, provided that the school district undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of a complainant or any students, employees, or other persons arising from the allegations of sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision must not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990.

G. Administrative Leave

Nothing in Title IX or its regulations precludes the school district from placing an employee respondent on administrative leave from employment responsibilities during the pendency of the school district's grievance procedures. This provision must not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990.

H. Prohibited Disclosures of Personally Identifiable Information

The school district must not disclose personally identifiable information obtained in the course of complying with this part, except in the following circumstances:

1. When the school district has obtained prior written consent from a person with the legal right to consent to the disclosure;

2. When the information is disclosed to a parent, guardian, or other authorized legal representative with the legal right to receive disclosures on behalf of the person whose personally identifiable information is at issue;
3. To carry out the purposes of 34 Code of Federal Regulations, section 106, including action taken to address conduct that reasonably may constitute sex discrimination under Title IX in the school district's education program or activity;
4. As required by federal law, federal regulations, or the terms and conditions of a Federal award, including a grant award or
5. To the extent such disclosures are not otherwise in conflict with Title IX or its regulations, when required by Minnesota or local law or when permitted under FERPA or its implementing regulations.

## **VII. GRIEVANCE PROCEDURES FOR THE PROMPT AND EQUITABLE RESOLUTION OF COMPLAINTS OF SEX DISCRIMINATION**

### **A. General**

The school district's grievance procedures for the prompt and equitable resolution of complaints of sex discrimination must be in writing and include provisions that incorporate the requirements of this section. The requirements related to a respondent apply only to sex discrimination complaints alleging that a person violated the school district's prohibition on sex discrimination. When a sex discrimination complaint alleges that a school district's policy or practice discriminates on the basis of sex, the school district is not considered a respondent.

### **B. Basic Requirements for Grievance Procedures**

The school district's grievance procedures must:

1. Treat complainants and respondents equitably;
2. Require that any person designated as a Title IX Coordinator, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The decisionmaker may be the same person as the Title IX Coordinator or investigator;
3. Include a presumption that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion

of the school district's grievance procedures for complaints of sex discrimination;

4. Establish reasonably prompt timeframes for the major stages of the grievance procedures, including a process that allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. Major stages include, for example, evaluation (i.e., the school district's decision whether to dismiss or investigate a complaint of sex discrimination); investigation; determination; and appeal, if any;
  - a. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.
  - b. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.
  - c. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the school district.
  - d. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the school district.
  - e. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.
  - f. The school district will provide a reasonable extension of timeframes on a case-by-case basis for good cause.

5. Require the school district to take reasonable steps to protect the privacy of the parties and witnesses during the pendency of the school district's grievance procedures, provided that the steps do not restrict the ability of the parties to: obtain and present evidence, including by speaking to witnesses, subject to the prohibition against retaliation; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures;
6. Require an objective evaluation of all evidence that is relevant, as defined in Article II, and not otherwise impermissible—including both inculpatory and exculpatory evidence—and provide that credibility determinations must not be based on a person's status as a complainant, respondent, or witness;
7. Exclude the following types of evidence, and questions seeking that evidence, as impermissible (i.e., must not be accessed or considered, except by the school district to determine whether an exception in subparagraphs (a) through (c) applies; must not be disclosed; and must not otherwise be used), regardless of whether they are relevant:
  - a. Evidence that is protected under a privilege as recognized by federal or Minnesota law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
  - b. A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless the school district obtains that party's or witness's voluntary, written consent for use in the school district's grievance procedures; and
  - c. Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred; and

8. If the school district adopts grievance procedures that apply to the resolution of some, but not all, complaints articulate consistent principles for how the school district will determine which procedures apply.

C. Notice of Allegations

Upon initiation of the school district's grievance procedures, the school district must provide notice of the allegations to the parties whose identities are known.

1. The notice must include:
  - a. The school district's grievance procedures, and if applicable, any informal resolution process;
  - b. Sufficient information available at the time to allow the parties to respond to the allegations. Sufficient information includes the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination under Title IX or this part, and the date(s) and location(s) of the alleged incident(s), to the extent that information is available to the school district;
  - c. A statement that retaliation is prohibited; and
  - d. A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence; and if the school district provides a description of the evidence, the parties are entitled to an equal opportunity to access to the relevant and not otherwise impermissible evidence upon the request of any party.
2. If, in the course of an investigation, the school district decides to investigate additional allegations of sex discrimination by the respondent toward the complainant that are not included in the notice or that are included in a complaint that is consolidated, the school district must provide notice of the additional allegations to the parties whose identities are known.

D. Notice

Upon initiation of the school district's Title IX grievance procedures, the school district will notify the parties of the following:

1. The school district's Title IX grievance procedures and any informal resolution process;

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2. Sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination, and the date(s) and location(s) of the alleged incident(s);
3. Retaliation is prohibited; and
4. The parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence.

If, in the course of an investigation, the school district decides to investigate additional allegations of sex discrimination by the respondent toward the complainant that are not included in the notice provided or that are included in a complaint that is consolidated, the school district will notify the parties of the additional allegations.

E. Consolidation

The school district may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances. When more than one complainant or more than one respondent is involved, references below to a party, complainant, or respondent include the plural, as applicable.

F. Complaint Investigation

- A. The school district must provide for adequate, reliable, and impartial investigation of complaints. To do so, the school district must:
  1. Ensure that the burden is on the school district – not on the parties – to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred;
  2. Provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible;
  3. Review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance, consistent with § 106.2 and with paragraph (b)(7) of this section; and

4. Provide each party with an equal opportunity to access the evidence that is relevant to the allegations of sex discrimination and not otherwise impermissible in the following manner:
  - a. The school district must provide an equal opportunity to access either the relevant and not otherwise impermissible evidence, or an accurate description of this evidence. If the school district provides a description of the evidence, it must further provide the parties with an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party;
  - b. The school district must provide a reasonable opportunity to respond to the evidence or to the accurate description of the evidence; and
  - c. The school district must take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. For purposes of this paragraph, disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.

G. Questioning Parties and Witnesses to Aid in Evaluating Allegations and Assessing Credibility

The school district must provide a process that enables the decisionmaker to question parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex discrimination.

H. Determination Whether Sex Discrimination Occurred

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the school district must:

1. Use the preponderance of the evidence standard of proof to determine whether sex discrimination occurred, unless the school district uses the clear and convincing evidence standard of proof in all other comparable proceedings, including proceedings relating to other discrimination complaints, in which case the school district may elect to use that standard of proof in determining whether sex discrimination occurred. Both standards of proof require the decisionmaker to evaluate relevant and not otherwise impermissible evidence for its persuasiveness; if the

decisionmaker is not persuaded under the applicable standard by the evidence that sex discrimination occurred, whatever the quantity of the evidence is, the decisionmaker must not determine that sex discrimination occurred.

2. Notify the parties in writing of the determination whether sex discrimination occurred under Title IX or its regulations including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal, if applicable;
3. If there is a determination that sex discrimination occurred, as appropriate, require the Title IX Coordinator to coordinate the provision and implementation of remedies to a complainant and other persons the school district identifies as having had equal access to the school district's education program or activity limited or denied by sex discrimination, coordinate the imposition of any disciplinary sanctions on a respondent, including notification to the complainant of any such disciplinary sanctions, and require the Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the school district's education program or activity. The school district may not impose discipline on a respondent for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the school district's grievance procedures that the respondent engaged in prohibited sex discrimination;
4. Comply with 34 Code of Federal Regulations, section 106.45, before the imposition of any disciplinary sanctions against a respondent; and
5. Not discipline a party, witness, or others participating in school district's grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the school district's determination whether sex discrimination occurred.

I. Additional Provisions

If the school district adopts additional provisions as part of its grievance procedures for handling complaints of sex discrimination, including sex-based harassment, such additional provisions must apply equally to the parties.

J. Informal Resolution

In lieu of resolving a complaint through the school district's grievance procedures, the parties may instead elect to participate in an informal resolution process under 34 Code of Federal Regulations, section 106.44(k) if provided by the school district consistent with that paragraph.

**K. Provisions Limited to Sex-Based Harassment Complaints**

For complaints alleging sex-based harassment, the grievance procedures must:

1. Describe the range of supportive measures available to complainants and respondents; and
2. List, or describe the range of, the possible disciplinary sanctions that the school district may impose and remedies that the school district may provide following a determination that sex-based harassment occurred.

**VIII. INFORMAL RESOLUTION OF A COMPLAINT**

- A. At any time prior to determining whether sex discrimination occurred, the school district may offer to a complainant and respondent an informal resolution process, unless the complaint includes allegations that an employee engaged in sex-based harassment of an elementary school or secondary school student or such a process would conflict with federal, Minnesota, or local law. A school district that provides the parties an informal resolution process must, to the extent necessary, also require its Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the school district's education program or activity.
1. Subject to the limitations in Paragraph A. above, the school district has discretion to determine whether it is appropriate to offer an informal resolution process when it receives information about conduct that reasonably may constitute sex discrimination under Title IX or its regulations or when a complaint of sex discrimination is made, and may decline to offer informal resolution despite one or more of the parties' wishes.
  2. In addition to the limitations in Paragraph A. above, circumstances when the school district may decline to allow informal resolution include but are not limited to when the school district determines that the alleged conduct would present a future risk of harm to others.
- B. The school district must not require or pressure the parties to participate in an informal resolution process. The school district must obtain the parties' voluntary consent to the informal resolution process and must not require waiver of the right to an investigation and determination of a complaint as a condition of enrollment or continuing enrollment, or employment or continuing employment, or exercise of any other right.

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- C. Before initiation of an informal resolution process, the school district must provide to the parties notice that explains:
  - 1. The allegations;
  - 2. The requirements of the informal resolution process;
  - 3. That, prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and to initiate or resume the school district's grievance procedures;
  - 4. That the parties' agreement to a resolution at the conclusion of the informal resolution process would preclude the parties from initiating or resuming grievance procedures arising from the same allegations;
  - 5. The potential terms that may be requested or offered in an informal resolution agreement, including notice that an informal resolution agreement is binding only on the parties; and
  - 6. What information the school district will maintain and whether and how the school district could disclose such information for use in grievance procedures, if grievance procedures are initiated or resumed.
- D. The facilitator for the informal resolution process must not be the same person as the investigator or the decisionmaker in the school district's grievance procedures. Any person designated by the school district to facilitate an informal resolution process must not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Any person facilitating informal resolution must receive training as provided under this policy.
- E. Potential terms that may be included in an informal resolution agreement include but are not limited to:
  - 1. Restrictions on contact; and
  - 2. Restrictions on the respondent's participation in one or more of the school district's programs or activities or attendance at specific events, including restrictions the school district could have imposed as remedies or disciplinary sanctions had the school district determined at the conclusion of the school district's grievance procedures that sex discrimination occurred.

## **IX. DISMISSAL OF A COMPLAINT**

- A. The school district may dismiss a complaint of sex discrimination made through its grievance procedures under this policy for any of the following reasons:
1. The school district is unable to identify the respondent after taking reasonable steps to do so;
  2. The respondent is not participating in a school district education program or activity and is not employed by the school district;
  3. The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the school district determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or,
  4. The school district determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint, the school district will make reasonable efforts to clarify the allegations with the complainant.
- B. Upon dismissal, the school district will promptly notify the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the school district will also notify the respondent of the dismissal and the basis for the dismissal promptly following notification to the complainant, or simultaneously if notification is in writing.
- C. The school district must notify the complainant that a dismissal may be appealed and will provide the complainant with an opportunity to appeal the dismissal of a complaint on the bases set out in 34 Code of Federal Regulations, section 106.46(i)(1). If the dismissal occurs after the respondent has been notified of the allegations, then the school district will also notify the respondent that the dismissal may be appealed on the bases set out in 34 Code of Federal Regulations, section 106.46(i)(1). If the dismissal is appealed, the school district must:
1. Notify the parties of any appeal, including notice of the allegations consistent with paragraph (c) of this section if notice was not previously provided to the respondent;
  2. Implement appeal procedures equally for the parties;
  3. Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint;

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4. Ensure that the decisionmaker for the appeal has been trained as set out in this policy;
  5. Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and
  6. Notify the parties of the result of the appeal and the rationale for the result.
- D. When the school district dismisses a complaint, it must, at a minimum:
1. Offer supportive measures to the complainant as appropriate;
  2. For dismissals under Paragraph A. 3 and 4 above in which the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate under 34 Code of Federal Regulations, section 106.44(g); and
  3. Require its Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the school district's education program or activity.
- E. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

## **X. APPEAL OF DETERMINATION**

- A. The school district offers the following process for appeals from a determination whether sex discrimination occurred. This appeal process will be, at a minimum, the same as the school district offers in all other comparable proceedings, including proceedings relating to other discrimination complaints.
- B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the appellate decisionmaker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
- C. After reviewing the parties' written statements, the appellate decisionmaker must issue a written decision describing the result of the appeal and the rationale for the result.
- D. The written decision describing the result of the appeal must be provided simultaneously to the parties.

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- E. The decision of the appellate decisionmaker is final. No further review beyond the appeal is permitted.

## **XI. SANCTIONS AND REMEDIES**

Following a determination that sex-based harassment occurred, the school district may impose disciplinary sanctions and remedies, which may include:

- A. Counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.
- B. If the decisionmaker determines a respondent is responsible for violating this policy, the decisionmaker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with MSBA Model Policy 506 – Student Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

## **XII. RETALIATION**

The school district must prohibit retaliation, including peer retaliation, in its education program or activity. When the school district has information about conduct that reasonably may constitute retaliation under Title IX or its regulations, the school district is obliged to comply with 34 Code of Federal Regulations, section 106.44. Upon receiving a complaint alleging retaliation, the school district must initiate its grievance procedures or, as appropriate, an informal resolution process.

## **XIII. TRAINING**

- A. The school district must ensure that the following persons receive training related to their duties under Title IX promptly upon hiring or change of positions that alters their duties under Title IX or its regulations, and annually thereafter. This training must not rely upon sex stereotypes.
  - 1. *All employees* must be trained on:

- a. The school district’s obligation to address sex discrimination in its education program or activity;
  - b. The scope of conduct that constitutes sex discrimination under Title IX and its regulations, including the definition of sex-based harassment; and
  - c. All applicable notification and information requirements under 34 Code of Federal Regulations, sections 106.40(b)(2) and 106.44.
2. *Investigators, decisionmakers, and other persons who are responsible for implementing the school district’s grievance procedures or have the authority to modify or terminate supportive measures.*

In addition to the training requirements for all employees described in Paragraphs 1 and 2 above, all investigators, decisionmakers, and other persons who are responsible for implementing the school district’s grievance procedures or have the authority to modify or terminate supportive measures under 34 Code of Federal Regulations, section 106.44(g)(4) must be trained on the following topics to the extent related to their responsibilities:

- a. The school district’s obligations under 34 Code of Federal Regulations, section 106.44;
  - b. The school district’s grievance procedures under 34 Code of Federal Regulations, section 106.45, and if applicable section 106.46;
  - c. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias; and
  - d. The meaning and application of the term “relevant” in relation to questions and evidence, and the types of evidence that are impermissible regardless of relevance under 34 Code of Federal Regulations, section 106.45, and if applicable section 106.46.
3. *Facilitators of informal resolution process*

In addition to the training requirements for all employees described in Paragraph 1 above, all facilitators of an informal resolution process under 34 Code of Federal Regulations, section 106.44(k) must be trained on the rules and practices associated with the school district’s informal resolution process and on how to serve impartially, including by avoiding conflicts of interest and bias.

4. *Title IX Coordinator and Title IX Personnel*

In addition to the training requirements in Paragraphs 1 through 3 above, the Title IX Coordinator and Title IX Personnel must be trained on their specific responsibilities under 34 Code of Federal Regulations, section 106.8(a), section 106.40(b)(3), section 106.44(f) and (g), the school district's recordkeeping system and the requirements of 34 Code of Federal Regulations, section 106.8 (f), and any other training necessary to coordinate the school district's compliance with Title IX. "Title IX Personnel" means any person who addresses, works on, or assists with the school district's response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions.

**XIV. DISSEMINATION OF POLICY**

- A. This policy shall be made available to all students, parents/guardians of students, school district employees, and employee unions.
- B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work email address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.
- C. Notice of Nondiscrimination
  - 1. The school district must provide notice of nondiscrimination to applicants for admission and employment, students, parents, guardians, or other authorized legal representatives of elementary and secondary school students, employees, and all unions holding collective bargaining agreements with the school district.
  - 2. Contents of Notice of Nondiscrimination

The notice of nondiscrimination must include the following elements:

- a. A statement that the school district does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX and its regulations, including in admission and employment;
- b. A statement that inquiries about the application of Title IX and its regulations to the school district may be referred to the school

- district's Title IX Coordinator, the federal Office for Civil Rights, or both;
- c. The name or title, office address, email address, and telephone number of the Title IX Coordinator;
  - d. How to locate the school district's nondiscrimination policy and the school district's grievance procedures; and
  - e. How to report information about conduct that may constitute sex discrimination under Title IX; and how to make a complaint of sex discrimination under the regulations.
- 3. The school district must prominently include all elements of its notice of nondiscrimination on its website and in each handbook, catalog, announcement, bulletin, and application form that it makes available to people entitled to notice, or which are otherwise used in connection with the recruitment of students or employees.
  - 4. If necessary, due to the format or size of any publication, the school district may instead include in those publications the information covered in the following statement: "Fridley Public Schools prohibits sex discrimination in any education program or activity that it operates. Individuals may report concerns or questions to the Title IX Coordinator. The notice of nondiscrimination is located at <https://www.fridleyschools.org/>."
  - 5. The school district must not use or distribute a publication stating that the school district treats applicants, students, or employees differently on the basis of sex, except as such treatment is permitted by Title IX or its regulations.

## **XV. DISSEMINATION OF POLICY**

The school district must create, and maintain for a period of seven years:

- A. For each complaint of sex discrimination, records documenting the informal resolution process under 34 Code of Federal Regulations, section 106.44(k) or the grievance procedures under section 106.45, and if applicable section 106.46, and the resulting outcome.
- B. For each notification the Title IX Coordinator receives of information about conduct that reasonably may constitute sex discrimination under Title IX or its regulations, including notifications under 34 Code of Federal Regulations, section

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106.44(c)(1) or (2), records documenting the actions the school district took to meet its obligations under section 106.44

- C. All materials used to provide training under this policy. The school district must make these training materials available upon request for inspection by members of the public.

**Legal References:**

- Minn.Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
- Minn. Stat. §§ 121A.40 – 121A. 575 (Minnesota Pupil Fair Dismissal Act)
- Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
- 20 U.S.C. 1681-1688 (Title IX of the Education Amendments)
- 34 C.F.R. Part 106 (Implementing regulations of Title IX)
- 20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Act)
- 29 U.S.C. § 794 (Section 504 of the Rehabilitation Act)
- 42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act)
- 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)
- 20 U.S.C. § 1092 *et deq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act (“Clery Act”))

**Cross References:**

- Policy 102 Equal Educational Opportunity
- Policy 413 Harassment and Violence
- Policy 506 Student Discipline
- Policy 528 Student Parental, Family, and Marital Status Nondiscrimination

**School Board Action:**

- Adopted as Policy 8.102 and 8.103
- Revised as Policy 522 June 18, 2002
- Revised January 15, 2019
- Revised April 21, 2020
- Revised January 17, 2023
- Revised September 17, 2024

**Annual Review:**

| <u>Month</u> | <u>Year</u> | <u>Notes</u>          |
|--------------|-------------|-----------------------|
| June         | 2022        | Reviewed / No changes |
| January      | 2023        | Reviewed / Revised    |
| September    | 2024        | Reviewed / Revised    |



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## Fridley School District Sex Discrimination Report Form

Fridley Independent School District 14 maintains a firm policy prohibiting all forms of sex discrimination. Fridley School District does not discriminate against any individual on the basis of race, color, creed, national origin, sex, marital status, status with regard to public assistance, sexual orientation, age, family status, veteran status or disability in school employment, programs or activities. All persons are to be treated with respect and dignity. Sex discrimination will not be tolerated.

Complainant \_\_\_\_\_

Work Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Date of Alleged Incident(s) \_\_\_\_\_

Name of person you believe unlawfully discriminated toward you or a student on the basis of sex  
\_\_\_\_\_

If the alleged unlawful sex discrimination was toward another person, identify that person  
\_\_\_\_\_

Describe the incident(s) as clearly as possible, including such things as: what force, if any, was used; any verbal statements (i.e., threats, requests, demands, etc.); what, if any, physical contact was involved, etc.

(Attach additional pages if necessary.) \_\_\_\_\_

Where and when did the incident(s) occur? \_\_\_\_\_

List any witnesses who were present \_\_\_\_\_

This complaint is filed based on my honest belief that \_\_\_\_\_  
has harassed or has been violent to me or to another person. I hereby certify that the information I have provided in this complaint is true, correct and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Complainant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received by

**Return to your school principal or contact person.**



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## 620 CREDIT FOR LEARNING

### I. PURPOSE

This policy recognizes student achievement that occurs in postsecondary enrollment option and other advanced enrichment programs This policy also recognizes student achievement that occurs in other schools, in alternative learning sites, and in out-of-school experiences such as community organizations, work-based learning, and other educational activities and opportunities. This policy addresses transfer of student credit from out-of-state, private, or home schools and online learning programs and to address how the school district will recognize student achievement obtained outside of the school district.

### II. GENERAL STATEMENT OF POLICY

The ~~policy of the~~ school district ~~will~~ **is to** provide a process for awarding students credit toward graduation requirements for credits and grades students complete in other schools, postsecondary or higher education institutions, and online courses and programs.

### III. DEFINITIONS

- A. “Accredited school” means a school that is accredited by an accrediting agency, recognized according to Minnesota Statutes, section 123B.445 or recognized by the Commissioner of the Minnesota Department of Education (Commissioner).
- B. "Concurrent enrollment" means nonsectarian courses in which an eligible pupil under Minnesota Statutes, section 124D.095, subdivision 5 or 5b, enrolls to earn both secondary and postsecondary credits, are taught by a secondary teacher or a postsecondary faculty member, and are offered at a high school for which the district is eligible to receive concurrent enrollment program aid under Minnesota Statutes, section 124D.091.
- C. “Course” means a course or program.
- D. “Eligible institution” means a Minnesota public postsecondary institution, a private, nonprofit two-year trade and technical school granting associate degrees, an opportunities industrialization center accredited by an accreditor recognized by the United States Department of Education, or a private, residential, two-year or four-year, liberal arts, degree-granting college or university located in Minnesota. ~~An eligible institution must not require a faith statement from a secondary student seeking to enroll in a postsecondary course under this section during the application process or base any part of the admission decision on a student's race, creed, ethnicity, disability, gender, or sexual orientation or religious beliefs or affiliations.~~



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- E. “Nonpublic school” is a private school or home school in which a child is provided instruction in compliance with the Minnesota compulsory attendance laws.
- F. “Weighted grade” is a letter or numerical grade that is assigned a numerical advantage when calculating the grade point average.

#### IV. TRANSFER OF CREDIT FROM OTHER SCHOOLS

##### A. Transfer of Academic Requirements from Other Minnesota Public Secondary Schools

- 1. The school district will accept and transfer secondary credits and grades awarded to a student from another Minnesota public secondary school upon presentation of a certified transcript from the transferring public secondary school evidencing the course taken and the grade and credit awarded.
- 2. Credits and grades awarded from another Minnesota public secondary school may be used to compute honor roll and/or class rank if a student has earned at least **[insert number]** credits from the school district.

##### B. Transfer of Academic Requirements from Other Schools

- 1. The school district will accept secondary credits and grades awarded to a student for courses successfully completed at a public school outside of Minnesota or an accredited nonpublic school upon presentation of a certified transcript from the transferring public school in another state or nonpublic school evidencing the course taken and the grade and credit awarded.
  - a. When a determination is made that the content of the course aligns directly with school district graduation requirements, the student will be awarded commensurate credits and grades.
  - b. Commensurate credits and grades awarded from an accredited nonpublic school or public school in another state may be used to compute honor roll and/or class rank if a student has earned at least **[insert number]** credits from the school district.
  - c. In the event the content of a course taken at an accredited nonpublic school or public school in another state does not fully align with the content of the school district’s high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements. Credit that does not fully align with the school district’s high school graduation requirements will not be used to compute honor roll and/or class rank.
  - d. If no comparable course is offered by the school district for which high school graduation credit would be provided, no credit will be provided to the student.



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2. Students transferring from a non-accredited, nonpublic school shall receive credit from the school district upon presentation of a transcript or other documentation evidencing the course taken and grade and credit awarded.
  - a. Students will be required to provide copies of course descriptions, syllabi, or work samples for determination of appropriate credit. In addition, students also may be asked to provide interviews/conferences with the student and/or student's parent and/or former administrator or teacher; review of a record of the student's entire curriculum at the nonpublic school; and review of the student's complete record of academic achievement.
  - b. Where the school district determines that a course completed by a student at a non-accredited, nonpublic school is commensurate with school district graduation requirements, credit shall be awarded, but the grade shall be "P" (pass).
  - c. In the event the content of a course taken at an non-accredited, nonpublic school does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements.
  - d. If no comparable course is offered by the school district for which local high school graduation credit would be provided, no credit will be provided to the student.
  - e. Credit and grades earned from a non-accredited nonpublic school shall not be used to compute honor roll and/or class rank.
- C. A student must provide the school with a copy of the student's grades in each course taken for secondary credit under this policy, including interim or nonfinal grades earned during the academic term.

## **V. POSTSECONDARY ENROLLMENT CREDIT**

- A. A student who satisfactorily completes a postsecondary enrollment options course or program under Minnesota Statutes, section 124D.09 that has been approved as meeting the necessary requirements is not required to complete other requirements of the academic standards corresponding to that specific rigorous course of study.
- B. Secondary credits granted to a student through a postsecondary enrollment options course or program must be counted toward the graduation requirements and subject area requirements of the district.
  1. Course credit will be considered by the school district only upon presentation of a certified transcript from an eligible institution evidencing the course taken and the grade and credit awarded.
  2. Seven quarter or four semester postsecondary credits shall equal at least one full year of high school credit. Fewer postsecondary credits may be prorated.



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3. When a determination is made that the content of the postsecondary course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
  4. In the event the content of the postsecondary course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
  5. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner, who shall determine the number of credits that shall be granted to a student.
  6. When secondary credit is granted for postsecondary credits taken by a student, the school district will record those credits on the student's transcript as credits earned at a postsecondary institution.
- C. A list of the courses or programs meeting the necessary requirements may be obtained from the school district.
- D. By the earlier of (1) three weeks prior to the date by which a student must register for district courses for the following school year, or (2) March 1 of each year, the school district must provide up-to-date information on the district's website and in materials that are distributed to parents and students about the program, including information about enrollment requirements and the ability to earn postsecondary credit to all pupils in grades 8, 9, 10, and 11. To assist the school district in planning, a pupil must inform the district by October 30 or May 30 of each year of the pupil's intent to enroll in postsecondary courses during the following school year academic term. A pupil is bound by notifying or not notifying the district by October 30 or May 30.
- E. Postsecondary institutions must notify a pupil's school as soon as practicable if the pupil withdraws from the enrolled course. The institution must also notify the pupil's school as soon as practicable if the pupil has been absent from a course for ten consecutive days on which classes are held, based on the postsecondary institution's academic calendar, and the pupil is not receiving instruction in their home or hospital or other facility.

## **VI. CREDIT FOR EMPLOYMENT WITH HEALTH CARE PROVIDERS**

Consistent with the career and technical pathways program, a student in grade 11 or 12 who is employed by an institutional long-term care or licensed assisted living facility, a home and community-based services and supports provider, a hospital or health system clinic, or a child care center may earn up to two elective credits each year toward graduation under Minnesota Statutes, section 120B.024, subdivision 1, paragraph (a), clause (7), at the discretion of the enrolling school district. A student may earn one elective credit for every 350 hours worked, including hours worked during the summer. A student who is employed by an eligible employer must submit an application, in the form or manner required by the school district, for elective credit to the school district in order to receive elective credit. The school district must verify the hours worked with the employer before awarding elective credit.

## **VII. ADVANCED ACADEMIC CREDIT**



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- A. The school district will grant academic credit to a student attending an accelerated or advanced academic course offered by a higher education institution or a nonprofit public agency, other than the school district.
- B. Course credit will be considered only upon official documentation from the higher education institution or nonprofit public agency that the student successfully completed the course attended and passed an examination approved by the school district.
- C. When a determination is made that the content of the advanced academic course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
- D. In the event the content of the advanced academic course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
- E. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner and request a determination of the number of credits that shall be granted to a student.

#### **VIII. WEIGHTED GRADES**

- A. The school district offers weighted grades for courses that are identified as more rigorous or academically challenging as follows:
  - 1. A grade awarded in an International Baccalaureate course will be multiplied by a factor of 1.2.
  - 2. A grade awarded in a College In the Schools course will be multiplied by a factor of 1.2.
  - 4. A grade awarded in a course taken through a Postsecondary Enrollment Options program will be multiplied by a factor of 1.2.
  - 5. A grade awarded in a course in a dual enrollment course will be multiplied by a factor of 1.2.
- B. The school district will update its website prior to the beginning of each school year with a listing of the courses for which a student may earn a weighted grade.

#### **IX. PROCESS FOR AWARDING CREDIT**

- A. The building principal will be responsible for carrying out the process to award credits and grades pursuant to this policy. The building principal will notify students in writing of the decision as to how credits and grades will be awarded.



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- B. A student or the student's parent or guardian may seek reconsideration of the decision by the building principal as to credits and/or grades awarded upon request of a student or the student's parent or guardian if the request is made in writing to the superintendent within five school days of the date of the building principal's decision. The request should set forth the credit and/or grade requested and the reason(s) why credit(s)/grade(s) should be provided as requested. Any pertinent documentation in support of the request should be submitted.
- C. The decision of the superintendent as to the award of credits or grades shall be a final decision by the school district and shall not be appealable by the student or student's parent or guardian except as set forth in Section IX.D. below.
- D. If a student disputes the number of credits granted by the school district for a particular postsecondary enrollment course, or advanced academic credit course, the student may appeal the school district's decision to the Commissioner. The decision of the Commissioner shall be final.
- E. At any time during the process, the building principal or superintendent may ask for course descriptions, syllabi, or work samples from a course where content of the course is in question for purposes of determining alignment with graduation requirements or the number of credits to be granted. Students will not be provided credit until requested documentation is available for review, if requested.

#### ~~IV. GRADUATION CREDITS~~

~~Prior approval by the school district administration is required for all secondary credits granted to a student through a post-secondary enrollment options course or program or on-line learning course or program that shall be counted toward the graduation and credit requirements of a student completing the Minnesota Academic Standards.~~

#### **Legal References:**

- Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
- Minn. Stat. § 120B.021 (Required Academic Standards)
- Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement **Goals**; Striving for the **Comprehensive Achievement and Civic Readiness World's Best Workforce**)
- Minn. Stat. § 120B.14 (Advanced Academic Credit)
- Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
- Minn. Stat. § 123B.445 (Nonpublic Education Council)
- Minn. Stat. § 1204D.03, Subd. 9 (Enrollment Options Program)
- Minn. Stat. § 124D.09 (Post-Secondary Enrollment Options Act)
- Minn. Stat. § 124D.095 (On-Line Learning Option)
- Minn. Rules Parts 3501.0640-3501.065560 (Academic Standards for Language Arts)
- Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
- Minn. Rules Parts 3501.0820 (Academic Standards for Arts)
- Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)



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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)

***Cross References:***

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

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

MSBA/MASA Model Policy 613 (Graduation Requirements)

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

MSBA/MASA Model Policy 618 (Assessment Student Achievement)

***School Board Action:***

Adopted as Policy December 18, 2007 (Incorporates Policies 8.403, 8.407, 9.149, 9.511)

Revised August 8, 2011

Revised June 21, 2016

Revised January 17, 2023

Revised September 19, 2023

Revised September 17, 2024

**Minutes**  
**School Board Business Meeting**  
**Fridley Independent School District 14**  
**August 20, 2024**

**Call to Order, Pledge of Allegiance**

Board Chair Karnopp called the Business Meeting of the Fridley School Board to order at 7:30 PM on Tuesday, August 20, 2024, at the Fridley Community Center. The following Board members were present in the room: Sara Jones, Jake Karnopp, Erik Keeler, Ross Meisner, Avonna Starck and student representatives: Deqa Ahmed and Aiyanna Shobe. Absent: Nikki Auna

**Approval of the Agenda with Suggested Motions and Resolutions**

Motion by Starck, seconded by Meisner, to approve the agenda for August 20, 2024. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 5-0.

**Superintendent and Staff Reports**

A. Superintendent Report

Superintendent Lewis introduced Rochelle Cox, District Senior Officer of Operations & System Alignment, who gave an update on construction projects this summer.

Superintendent Lewis introduced the school board room remodel, fall sports parent meeting and the upcoming Fridley marching tigers performance.

**Business Action Items**

A. **RESOLUTION Accepting Gifts**

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

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

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

- i. The following persons donated to **Stevenson Elementary School**:
  1. Anonymous - \$58.00
- ii. The following persons donated to **Fridley High School**:
  1. Kenn Viken - In honor of Tyler Christenson - \$100.00
  2. Anonymous - \$14.00
- iii. The following persons donated to **Fridley Public Schools**:
  1. Living Faith Spiritual Community - 1,000 pairs of socks for the Back-to-School Resource Fair

Motion by Meisner, seconded by Keeler, to accept the gifts and thank the donors for their contributions. Upon roll call vote being taken all voted in favor, none against, none

abstained. Motion carried 5-0.

**B. One Reading Needed and Adoption of Policies**

- a. Policy 102 - Equal Educational Opportunity for Students
- b. Policy 104 - School District 14 Mission Statement
- c. Policy 207- Public Hearing
- d. Policy 413 - Harassment and Violence
- e. Policy 416 - Drug, Alcohol, and Cannabis Testing
- f. Policy 418 - Drug-Free Workplace / Drug-Free School
- g. Policy 419 - Tobacco-Free Environment: Possession and use of tobacco, tobacco-related devices and electronic delivery devices
- h. Policy 503 - Student Attendance
- i. Policy 506 - Student Discipline
- j. Policy 507 - Corporal Punishment and Prone Restraint
- k. Policy 509 - Enrollment of Nonresident Students
- l. Policy 512 - School Sponsored Student Publications and Activities
- m. Policy 513 - Student Promotion, Retention, and Program Design
- n. Policy 514 - Bullying Prohibition
- o. Policy 515 - Protection & Privacy of Student Records
- p. Policy 516 - Student Medication & Telehealth
- q. Policy 521 - Student Disability Nondiscrimination
- r. Policy 524 - Internet, Technology, and Cell Phone Acceptable Use and Safety Policy
- s. Policy 532 - Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds
- t. Policy 535 - Service Animals
- u. Policy 601 - School District Curriculum and Instruction Goals
- v. Policy 603 - Curriculum Development
- w. Policy 604 - Instructional Curriculum
- x. Policy 606.5 - Library Materials
- y. Policy 608 - Instructional Services - Special Education
- z. Policy 609 - Religion and Religious and Cultural Observances
- aa. Policy 613 - Graduation Requirements
- bb. Policy 616 - School District Systems Accountability
- cc. Policy 619 - Staff Development
- dd. Policy 624 - Online Instruction
- ee. Policy 708 Transportation of Nonpublic School Students
- ff. Policy 709 - Student Transportation Safety Policy

Motion by Jones, seconded by Keeler to approve the reading and adoption of policies 102, 104, 207, 413, 416, 418, 419, 503, 506, 507, 509, 512, 513, 514, 515, 516, 521, 524, 532, 535, 601, 603, 604, 606.5, 608, 609, 613, 616, 619, 624, 708, and 709. Upon vote

being taken all voted in favor, none against, none abstained. Motion carried 5-0.

C. Consent Agenda

Motion by Meisner, seconded by Jones to approve the consent agenda including minutes of the work session and business meeting held on July 16, 2024; Monthly Financial Reports for June and July; New Contracts, Amendments, Leaves of Absence, Resignations; and Approval of Meal Prices for 2024-25 School Year. Upon vote being taken all voted in favor, none against, none abstained. Motion carried 5-0.

**Important Future Board Dates**

- A. Fall Sports Parent/Player Meeting  
August 21, 2024 6:00 PM  
FHS Auditorium
  
- B. Back-to-school Community Resource Fair  
August 24, 2024 10:30 AM-12:30 PM  
FHS Parking Lot
  
- C. Preschool Open House  
August 28, 2024 4:00-6:00 PM  
Fridley Community Center
  
- D. VISTA Open House  
August 28, 2024 4:00-5:00 PM  
ViISTA Education Center
  
- E. FHS/FMS Open House  
August 29, 2024 1:30-5:30 PM  
FHS/FMS Parking Lots
  
- F. Hayes & RLS Family Orientation Meetings  
August 29 2024 4:00-6:00 PM  
Hayes & Stevenson Elementary Schools
  
- G. Tiger Club Open House  
August 29, 2024 4:00-6:00 PM  
Fridley Community Center
  
- H. First Day for:
  - a. ALC Scheduled Intake Meetings
  - b. PreK, K-4: Family Orientation Meetings
  - c. Grade 5 and new students in grades 6-8
  - d. Grade 9 and Grade 12
  - e. VISTA Education Center all student  
September 3, 2024
  
- I. All Students / All Grades Return  
September 4, 2024

- J. Fridley Public Schools School Board Meeting  
September 17, 2024  
Fridley Community Center  
4:30 PM Work Session (**STARTS AT 4:30 PM**)  
7:00 PM Public Forum  
7:30 PM Business Meeting

**Adjournment**

Motion by Starck, seconded by Keeler to adjourn the meeting at 8:08 PM. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 5-0.

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Jake Karnopp, Board Chair

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Ross Meisner, Board Clerk

**Personnel Changes  
2024-2025**

**New Contracts and Amendments per Master Agreements (2024-2025)**

| <b>First Name</b> | <b>Last Name</b> | <b>Assignment</b>                  | <b>Step/Lane/Salary</b> | <b>School</b> |
|-------------------|------------------|------------------------------------|-------------------------|---------------|
| Daniel            | Abebaw           | Lifeguard/WSI                      | Step 1                  | FCC           |
| Tianchie          | Allen            | Lifeguard/WSI                      | Step 1                  | FCC           |
| Ariel             | Amusan           | LTS - Reading Intervention Teacher | MA/Step 7               | Hayes         |
| Christopher       | Castillo         | Assistant Boys Soccer Coach        | Schedule C              | FHS           |
| Pamela            | Conley           | Cook                               | Step 4                  | FHS           |
| Katherine         | Dobson           | Special Education Building Sub     | \$30/hr                 | FCC           |
| Elizabeth         | Drobinski        | LTS - Art Teacher                  | BA/Step 2               | FHS           |
| Alexina           | Eghan            | Special Education Teacher          | MA/Step 14              | Hayes         |
| Joseph            | Gonzalez         | Assistant Boys Soccer Coach        | Schedule C              | FHS           |
| Adna              | Haruun           | Paraeducator                       | Step 2                  | Hayes         |
| Gwyneth           | Hibbard          | Assistant Girls Soccer Coach       | Schedule C              | FHS           |
| Christopher       | Hoskins          | Paraeducator                       | Step 3                  | VISTA         |
| Jacob             | Johnson          | Assistant Cross Country Coach      | Schedule C              | FHS           |
| Kynadi            | Johnson          | Hallway Monitor                    | Step 5                  | FMS           |
| Rhyan             | Loriezo          | Building Sub                       | BA                      | FMS           |
| Antonia           | Lowell           | Preschool Classroom Assistant      | Step 2                  | FCC           |
| Sara              | Lowry            | Substitute Health Assistant        | Step 1                  | District      |
| Marcus            | Lynn             | Assistant Girls Basketball Coach   | Schedule C              | FHS           |
| Sai               | Nalavenkata      | Teacher                            | BA+10/Step 10           | FHS           |

9-17-24 School Board Meeting

|             |                  |   |              |          |
|-------------|------------------|---|--------------|----------|
| Christopher | Olaiya           | Classroom Assistant                             | Step 1       | FCC      |
| Jarrett     | Person           | Front Office Receptionist                       | Step 4       | FCC      |
| Anna        | Raycraft         | Special Education Behavior Intervention Teacher | MA/Step 7    | Hayes    |
| Hailee      | Schalwig         | Girls Swim/Dive Coach                           | Schedule C   | FHS      |
| Trinae      | Smith            | Cook  | Step 3       | FHS      |
| Elizabeth   | Stanton          | K Teacher                                       | MA / Step 10 | Hayes    |
| John        | Swanson          | Assistant Football Coach                        | Schedule C   | FHS      |
| Alan        | Thanghe Martinez | Lifeguard / WSI                                 | Step 1       | FCC      |
| Jermaine    | Wiley            | Special Education Behavior Intervention Teacher | MA / Step 5  | District |
| Monjay      | Williams         | Assistant Cheer Coach                           | Schedule C   | FHS      |
| Yasir       | Yusuf            | Special Education Paraeducator                  | Step 1       | VISTA    |

**Individual Contracts (2024-2025)**

| First Name | Last Name | Assignment         | Step/Lane/Salary    | School   |
|------------|-----------|--------------------|---------------------|----------|
| Tadjia     | Willis    | Payroll Specialist | Individual Contract | District |

**Leaves of Absence (2024-2025)**

- Amanda Connolly has requested a leave of absence from her teacher position at Fridley High School from January 6, 2025 through March 28, 2025.
- Hsiao Hsuan Huang has requested a leave of absence from her teacher position at Fridley High School from September 9, 2024 through October 10, 2024.
- Stephen Keeler has requested a leave of absence from their Community Education Director position at Fridley Public Schools from August 22, 2024 through October 7, 2024.
- Ashley Mellgren has requested a leave of absence from her teacher position at Stevenson Elementary School from October 4, 2024 through January 6, 2025.
- Donna Motlomelo has requested a leave of absence from her teacher position at Fridley High School from August 26, 2024 through September 20, 2024.
- Taylor Ray has requested a leave of absence from her teacher position at Stevenson Elementary School from January 11, 2025 through April 14, 2025.
- Therese Selin has requested a leave of absence from her teacher position at Fridley Middle School from November 4, 2024 through January 31, 2025.

**Resignations (2024-2025)**

- Mia Armstrong has resigned her paraeducator position at Stevenson Elementary, effective June 6, 2024.
- Kelly Bomberg has resigned her CTSS position at Fridley Middle School, effective August 26, 2024.
- Katie Brown has resigned her clerical position at Fridley Community Center, effective September 10, 2024.
- Lisa Giancola-Kimlinger has resigned her paraeducator position at Stevenson Elementary, effective September 30, 2024.
- Thomas Gowah has resigned his paraeducator position at Fridley High School, effective August 23, 2024.
- Hala Habash has resigned her paraeducator position at Stevenson Elementary, effective September 13, 2024.
- Lisa Heid has resigned her cook position at Fridley High School, effective October 17, 2024.
- Amanda McNeill has resigned her teacher position at Hayes Elementary, effective August 29, 2024.
- DiAnn Meyer has resigned her paraeducator position at Stevenson Elementary, effective September 13, 2024.
- Aisha Mohamed has resigned her ECFE position at Fridley Community Center, effective August 31, 2024.

**Retirements (2024-2025)**

- Jeannette Grant has retired from her health assistant position at Fridley High School, effective October 4, 2024.

# Letter of Agreement

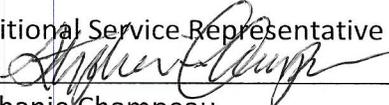
Between  
Nutritional Services Employees and  
Fridley School District #14

The purpose of this letter of agreement is to outline the conditions under which the District and Nutritional Service Employees agree to allow an employee to modify their work week to work a 3-day work week instead of a 5-day work week during the 2024-2025 school year.

The union and the School District have mutually agreed to allow a nutritional services employee to move from their full-time position to a part time work week position (3 days per week) under the following conditions:

- 1) This agreement is for the 2024-2025 school year only.
- 2) The employee agrees to be moved into a Float cook position.
- 3) At the end of the 2024 - 2025 school year the employee will be staffed into a vacant, 5-day work week position within the school district and does not have return rights to their current assignment unless the position is vacant.
- 4) The move to a part-time work week position is contingent upon the district finding a replacement for the current full-time position.
- 5) This agreement will be sunset on June 30, 2025, and shall not set precedence.

Nutritional Service Representative

  
\_\_\_\_\_  
Stephanie Champeau

  
\_\_\_\_\_  
Date

Fridley School District #14 Representatives

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Board Clerk

\_\_\_\_\_  
Date



**MEMORANDUM OF AGREEMENT**

**WHEREAS**, the Fridley Education Association (“Union”) and Independent School District No. 14 (“School District”) are parties to the Teachers’ Collective Bargaining Agreement (“Collective Bargaining Agreement”); and

**WHEREAS**, the Union and the School District wish to acknowledge the additional work-load of elementary specialist teachers at Stevenson Elementary School when taking on an extra section of class due to the addition of a sixth (6<sup>th</sup>) section of Kindergarten students during the 2023-2024 school year; and

**WHEREAS**, the Union and the District do not envision this to be an on-going work-place scenario in the School District; and,

**NOW, THEREFORE**, the Union and the School District agree as follows:

1. The District will pay an overload assignment based on the following calculation: The overload assignment is .15; this is divided by the 5 teachers taking on the extra section, resulting in an overload assignment of .03 FTE per teacher.
2. This Memorandum of Agreement is retroactive to August 28, 2023 and is effective upon execution by the parties and shall expire on June 30, 2024. It shall have no force or effect thereafter, unless so agreed, in writing by the Union and the School District.
3. This MOA does not constitute a past practice, nor does it establish a precedent.

Dated: \_\_\_\_\_

Fridley Education Association

By \_\_\_\_\_

Its \_\_\_\_\_

Dated: \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Dated: \_\_\_\_\_

Independent School District No. 14

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**Independent School District #14 (hereinafter referred to as “District”)**  
**AND**  
**Fridley Education Association, Local #14 (hereinafter referred to as “Union”)**

WHEREAS the District and Union are parties to a collective bargaining agreement (CBA) for the period from July 1, 2024, through June 30, 2026; and,

WHEREAS the District and Union desire to address the time commitment, compensation, schedule, location of training, and deadlines for teachers required to complete the state of Minnesota mandated READ Act training; and,

WHEREAS the District and Union have agreed that teachers will participate in Lexia LETRS training and,

WHEREAS the total anticipated number of hours of training required for LETRs is 137.

NOW THEREFORE, be it resolved that the parties agree to the following:

1. Eligibility

The Union and District will establish a list of eligible teachers, who must:

- a. Hold a license issued by the Professional Educator Licensing and Standards Board; and,
- b. Be employed by the District between July 1, 2024 and June 30, 2026; and,
- c. Be required by the District to complete approved training described under Minn. Stat. § 120B.123, subdivision 5.

2. Compensation earned for READ Act training

Stipend of \$600 paid out in 2 installments:

- a) Payment of \$300 after completion Year 1 training, and
- b) Payment of \$300 after successful completion of the full training.

3. Credit Recognition

In addition to the stipend listed above, upon completion of the full training, teachers are eligible for one of the following options:

- a) to apply 12 graduate credits toward a salary lane advancement. Credits may be purchased at the expense of the teacher after completion of Units 1&2 (3 credits), Units 3&4 (3 credits), Units 5&6 (3 credits), and Units 7&8 (3 credits). The parties agree these credits do not need pre-approval by the school district. A teacher who is on the list as agreed upon by the Union and the District in “1. Eligibility” shall receive credits upon completion of the each 3 credit section of training. A lane change earned as a result of the credits shall be effective during the first lane change window (per the CBA) after completion of the units of training. OR

- b) A one time payment equal to the value of the change to the next greatest lane, (e.g. MA+40 Step 10 to PhD Step 10 = \$1,986)
- 4. Proof of completion and payment timeline  
In all cases, teachers shall submit proof of training completion to Kirsten Wickman, Curriculum Coordinator.
- 5. Contingencies for additional time  
If the training exceeds 137 hours for teachers completing all modules, the District and Union will reconvene to discuss additional compensation in the form of pay, comp time, or other arrangements.
- 6. Length of the school year  
The District and Union agree that pursuant to Minn. Stat. § 120B.123, subdivision 5(e), the 2024-2025 school year will be shortened by a total of five and one-half (5.5) hours to accommodate LETRs training. The parties will jointly determine which calendar days will be changed to accommodate training time.
- 7. Failure to comply with the READ Act  
Compliance with the Minnesota READ Act (Minn. Stat. § 120B.123) is mandatory for both the District and eligible teachers. Failure by the District to comply with these requirements may result in action taken by the Minnesota Department of Education. Failure by an eligible teacher to comply with the training requirements may result in a teacher being out of compliance with READ Act requirements related to reading instruction in accordance with state statute and could result in discipline pursuant to Article XIV of the CBA.
- 8. Effective Date and Duration  
This MOU shall continue in effect until June 30, 2026.

NOW THEREFORE, be it further resolved that the parties agree to the following:

**Impact on Precedent.** Nothing in this MOU may be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA between the District and the Union. Neither the District nor the Union may refer to this MOU or submit it in any proceeding or case as evidence of a precedent or practice.

**Entire Agreement.** This MOU constitutes the entire agreement between the parties related to compensation for teachers for completing READ Act training. Neither party has relied on any statements, promises, or representations that are not stated in this MOU. The terms of this MOU constitute the entire agreement between the parties and supersede any prior written or oral, or other agreement, statement, or practice between the parties relating to the subject matter of this MOU. No changes to this MOU will be

valid unless they are in writing and signed by both parties. A copy of this MOU will have the same legal effect as the original.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOU on the dates shown by their signatures. This MOU will not become effective unless and until it is approved by the District's School Board and is signed by both parties.

For the District:

For the Union:

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Dated:

Dated:

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