

## Business Meeting

Tuesday, February 18, 2025 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. RESOLUTION Accepting Gifts	<b>Presenter:</b> Board Chair
D.2. Motion to Lobby For/Against School Board Election Legislation to Move School Board Elections to Even-Numbered Years	<b>Presenter:</b> Superintendent Brenda Lewis
D.3. RESOLUTION: Authorizing the Issuance of School Building Bonds, including participation in the Credit Enhancement Program (CEP)	<b>Presenter:</b> Superintendent Brenda Lewis
E. <b>Consent Agenda</b>	<b>Presenter:</b> Board Chair
E.1. Minutes of the School Board Business Meeting Held on January 21, 2025	
E.2. Monthly Financial Reports	
E.3. New Contracts, Amendments, Leaves of Absence, Terminations, Resignations, and Retirements	
E.4. Overnight Field Trip for FHS Band and Choir to Orlando, FL over Spring Break 2026	
E.5. Overnight Field Trip for Model UN to go to Minneapolis April 3-5, 2025	
E.6. Vote of Concurrence for the American Indian Parent Advisory Committee	
F. <b>Written Information</b>	
F.1. First Reading of Policies	
F.1.a. Policy 524 Internet, Technology, and Personal Electronic Communication Device Acceptable Use and Safety	<b>Presenter:</b> Superintendent Brenda Lewis
F.1.b. Policy 522 Sex Nondiscrimination Policy, Grievance Procedure and Process	
G. <b>Important Future School Board Dates</b>	<b>Presenter:</b> Board Chair
G.1. RLS PTO Meeting February 19, 2025 5:00 PM Stevenson Elementary School	
G.2. RLS 2nd Grade Concert February 20, 2025 5:30 PM Stevenson Elementary School	
G.3. Black History Excellence Week February 24-28, 2025	

G.4. Hayes Better Together Family Meeting  
February 24, 2025  
Hayes Elementary School

G.5. 7th and 8th Grade Band and Choir Winter Concert  
February 25, 2025 7:00 PM  
FMS Front Gym

G.6. FHS Open Mic Night  
February 27, 2025 7:00 PM  
District Auditorium

G.7. 7th and 8th Grade Dance  
February 28, 2025 5:00 PM  
Fridley Middle School

G.8. FMS & FHS Jazz Band Coffee Concert  
March 3, 2025  
FMS Cafeteria

G.9. Senior Center Mardi Gras  
March 4, 2025 12:30-3 PM  
Fridley Community Center

G.10. RLS Kindergarten Welcome Night  
March 4, 2025 5:30 PM  
Stevenson Elementary School

G.11. FHS Conferences  
March 5, 2025 4:00-7:30 PM  
Fridley High School

G.12. FMS Conferences  
March 6, 2025 4:00-8:00 PM  
Fridley Middle School

G.13. No School - Districtwide  
March 7, 2025

G.14. Hayes Kindergarten Welcome Night  
March 11, 2025 5:30 PM  
Hayes Elementary School

G.15. RLS PTO Meeting  
March 12, 2025 5:00 PM  
Stevenson Elementary School

G.16. Free Family Movie Night: "Wild Robot"  
March 14, 2024 7:00 PM  
District Auditorium

G.17. Fridley Public Schools Board Meeting  
March 18, 2025  
Work Session, 5:30 PM  
Public Comment, 7:00 PM  
Business Meeting, 7:30 PM  
Fridley Community Center

H. **Adjournment**

**Presenter:** Board  
Chair

**Tuesday, February 18, 2025**  
**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 February 18, 2025.

**C. Superintendent Report**

**D. 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 **Fridley Middle School Band Program:**

1. Deb Bradau-Akermann donated a trumpet, keyboard and a drum kit with stool

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

**b. Motion: Motion to Lobby For/Against School Board Election Legislation to Move School Board Elections to Even-Numbered Years**

Suggested Motion: Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to Lobby For/Against School Board Election Legislation to Move School Board Elections to Even-Numbered Years.

**c. RESOLUTION: Authorizing the Issuance of School Building Bonds, including participation in the Credit Enhancement Program (CEP)**

Suggested Motion: Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to authorize the issuance of School Building Bonds, including participation in the Credit Enhancement Program (CEP)

**E. Consent Agenda**

Suggested Motion: Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to approve the consent agenda including minutes of the business meeting held on January 21, 2025; New Contracts,

Amendments, Leaves of Absence, Resignations and Terminations; Monthly Financial Reports; Overnight Field Trips for the FHS Band/Choir Program to Orlando FL in Spring 2026 and Model UN to Minneapolis in April 2025; and the Vote of Concurrence for the American Indian Parent Advisory Committee.

**F. Written Information**

- a. First Reading of Policies
  - i. 524 Internet, Technology, and Personal Electronic Communication Device Acceptable Use and Safety
  - ii. 522 Sex Nondiscrimination Policy, Grievance Procedure and Process

**G. Important Future School Board Dates**

1. RLS PTO Meeting  
February 19, 2025 5:00 PM  
Stevenson Elementary School
2. RLS 2nd Grade Concert  
February 20, 2025 5:30 PM  
Stevenson Elementary School
3. Black History Excellence Week  
February 24-28, 2025
4. Hayes Better Together Family Meeting  
February 24, 2025  
Hayes Elementary School
5. 7th and 8th Grade Band and Choir Winter Concert  
February 25, 2025 7:00 PM  
FMS Front Gym
6. FHS Open Mic Night  
February 27, 2025 7:00 PM  
District Auditorium
7. 7th and 8th Grade Dance  
February 28, 2025 5:00 PM  
Fridley Middle School
8. FMS & FHS Jazz Band Coffee Concert  
March 3, 2025  
FMS Cafeteria
9. Senior Center Mardi Gras  
March 4, 2025 12:30-3 PM  
Fridley Community Center
10. RLS Kindergarten Welcome Night  
March 4, 2025 5:30 PM  
Stevenson Elementary School
11. FHS Conferences  
March 5, 2025 4:00-7:30 PM

Fridley High School

- 12. FMS Conferences  
March 6, 2025 4:00-8:00 PM  
Fridley Middle School
- 13. No School - Districtwide  
March 7, 2025
- 14. Hayes Kindergarten Welcome Night  
March 11, 2025 5:30 PM  
Hayes Elementary School
- 15. RLS PTO Meeting  
March 12, 2025 5:00 PM  
Stevenson Elementary School
- 16. Free Family Movie Night: "Wild Robot"  
March 14, 2024 7:00 PM  
District Auditorium
- 17. Fridley Public Schools School Board Meeting  
March 18, 2024  
Fridley Community Center  
5:30 PM Work Session  
7:00 PM Public Comment  
7:30 PM Business Meeting

**H. Adjournment**

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

## **RESOLUTION Accepting Gifts**

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

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

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

- The following persons donated to **Fridley Middle School Band Program:**
  - Deb Bradau-Akermann donated a trumpet, keyboard and a drum kit with stool

EXTRACT OF MINUTES OF A MEETING  
OF THE SCHOOL BOARD  
INDEPENDENT SCHOOL DISTRICT NO. 14  
(FRIDLEY PUBLIC SCHOOLS)  
ANOKA COUNTY, MINNESOTA

Pursuant to due call and notice thereof a regular meeting of the School Board of Independent School District No. 14 (Fridley Public Schools), Anoka County, Minnesota, was held in the School District on February 18, 2025, at 7:30 o'clock p.m.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION STATING THE INTENTION OF THE SCHOOL BOARD TO ISSUE GENERAL OBLIGATION SCHOOL BUILDING BONDS, SERIES 2025A, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$15,000,000; AND TAKING OTHER ACTIONS WITH RESPECT THERETO**

BE IT RESOLVED by the School Board (the “Board”) of Independent School District No. 14 (Fridley Public Schools), Anoka County, Minnesota (the “District”), as follows:

1. Background. It is hereby determined that:

(a) At a duly called and regularly held special election on November 5, 2024, the voters of the District approved the issuance and sale by the District of general obligation bonds for the acquisition and betterment of school sites and facilities in the maximum principal amount of \$30,000,000 pursuant to Minnesota Statutes, Chapter 475, as amended (the “Act”).

(b) The purpose of the bonds as approved by the voters is to provide financing for the acquisition and betterment of school sites and facilities, including the construction, acquisition and installation of safety and security improvements at all school district facilities; the completion of various deferred maintenance and infrastructure projects at school district sites and facilities, including mechanical and HVAC improvements, roof repairs, window replacement, exterior masonry, and flooring repair and improvements; the acquisition and installation of furniture at sites and facilities districtwide; renovations and updates to restrooms; and the construction and installation of various site improvements districtwide (the “Project”).

(c) It is necessary and expedient to the sound financial management of the affairs of the District to issue its General Obligation School Building Bonds, Series 2025A (the “Bonds”), in the original aggregate principal amount not to exceed \$15,000,000, pursuant to the Act, to provide financing for the Project.

2. Covenant as to State Credit Enhancement.

(a) The District hereby covenants and obligates itself to notify the Commissioner of Education (the “Commissioner”) of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 (the “Credit Enhancement Act”) to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the paying agent for the Bonds (the “Paying Agent”), or any successor paying agent, three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner that it will be unable to make all or a portion of that payment. The Paying Agent is authorized and directed to notify the Commissioner if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds on deposit with the Paying Agent to make that payment. The District understands that as a result of its covenant to be bound by the provisions of the Credit Enhancement Act, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now and hereafter established by the Minnesota Departments of Management and Budget and Education pursuant to subdivision 2(c) of the Credit Enhancement Act and otherwise to take such actions as necessary

to comply with that section. The Board Chair, Clerk, Treasurer, Superintendent, or Director of Business Services of the District are authorized to execute any applicable Minnesota Department of Education forms.

3. Sale of Bonds. The Board has retained Ehlers and Associates, Inc. (the “Municipal Advisor”), to serve as the District’s independent municipal advisor with respect to the offer and sale of the Bonds and, therefore, is authorized by Section 475.60, subdivision 2(9), of the Act to sell the Bonds other than pursuant to a competitive sale.

4. Acceptance of Proposal. The Board shall meet at the time specified in the Preliminary Official Statement or at such other time designated by the Board to receive and consider proposals for the purchase of the Bonds and take any other appropriate action with respect to the Bonds.

5. Authority of Municipal Advisor. The Municipal Advisor is authorized and directed to assist the District in the preparation and dissemination of a Preliminary Official Statement to be distributed to potential purchasers of the Bonds and to open, read, and tabulate the proposals for the purchase of the Bonds for presentation to the Board. The Municipal Advisor is further authorized and directed to assist the District in the award and sale of the Bonds on behalf of the District after receipt of written proposals and to assist the District in the preparation and dissemination of a final Official Statement with respect to the Bonds.

6. Authority of Bond Counsel. The law firm of Kennedy & Graven, Chartered, is authorized to act as bond counsel for the District (“Bond Counsel”), and to assist in the preparation and review of necessary documents, certificates, and instruments related to the Bonds. The officers, employees, and agents of the District are hereby authorized to assist Bond Counsel in the preparation of such documents, certificates, and instruments.

7. Reimbursement from Bond Proceeds. The District may incur certain expenditures that may be financed temporarily from sources other than the Bonds and reimbursed from the proceeds of the Bonds. Treasury Regulation § 1.150-2 (the “Reimbursement Regulations”) provides that proceeds of tax-exempt bonds allocated to reimburse expenditures originally paid from a source other than the tax-exempt bonds will not be deemed expended unless certain requirements are met. In order to preserve its ability to reimburse certain costs from proceeds of the Bonds in accordance with the Reimbursement Regulations, the District hereby makes its declaration of official intent (the “Declaration”) described below to reimburse certain costs:

(a) Declaration of Intent. The District proposes to issue the Bonds to finance the costs of the Project. The District may reimburse original expenditures made for certain costs of the Project from the proceeds of the Bonds in an estimated maximum principal amount of \$15,000,000. All reimbursed expenditures will be capital expenditures, costs of issuance of the Bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.

(b) Declaration Made Not Later Than 60 Days. This Declaration has been made not later than sixty (60) days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of the Bonds, except for the following expenditures: (a) costs of issuance of the Bonds; (b) costs in an amount not in excess of \$100,000 or five percent (5%) of the proceeds of the Bonds; or (c) “preliminary expenditures” up to an amount not in excess of twenty (20) percent of the aggregate issue price of the Bonds that finance or are reasonably expected by the District to finance the Project for which the preliminary expenditures were incurred. The term “preliminary expenditures” includes architectural,

engineering, surveying, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of the Project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

(c) Reasonable Expectations; Official Intent. This Declaration is an expression of the reasonable expectations of the District based on the facts and circumstances known to the District as of the date hereof. The anticipated original expenditures for the Project and the principal amount of the Bonds described in Section 7(a), above, are consistent with the District's budgetary and financial circumstances. No sources other than proceeds of the Bonds to be issued by the District are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the District's budget or financial policies to pay such original expenditures. This resolution is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

(The remainder of this page is intentionally left blank.)

The motion for the adoption of the foregoing resolution was duly seconded by \_\_\_\_\_, and upon vote being taken thereon, the following voted in favor of the motion:

and the following voted against:

whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA     )  
  )  
COUNTY OF ANOKA        ) ss.  
  )  
INDEPENDENT SCHOOL     )  
DISTRICT NO. 14         )

I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 14 (Fridley Public Schools), Anoka County, Minnesota (the “District”), hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the School Board of the District held on the date specified above, with the original minutes on file in my office and the extract is a full, true, and correct copy of the minutes, insofar as they relate to authorizing the issuance of the District’s General Obligation School Building Bonds, Series 2025A, in the maximum aggregate principal amount of \$15,000,000.

WITNESS My hand as such Clerk this \_\_\_\_ day of February, 2025.

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Clerk of the School Board  
Independent School District No. 14 (Fridley Public  
Schools), Anoka County, Minnesota

## Fridley School District No. 14

### Timeline for Issuance of 1st portion of School Building Bonds



	Complete by	<i>Event or Action</i>
<input type="checkbox"/>	February 18, 2025	<b>School Board Meeting</b> School Board adopts Resolution Authorizing the Issuance of School Building Bonds, including participation in Credit Enhancement Program (CEP)
<input type="checkbox"/>	April 15, 2025	<b>School Board Meeting</b> School Board Reviews Pre-Sale Report for School Building Bonds
<input type="checkbox"/>	May 20, 2025	<b>School Board Meeting</b> Ehlers presents Sale Day Report for School Building Bonds Approve Resolution Awarding of Sale of Bonds
<input type="checkbox"/>	June 12, 2025	<b>Bond Closing Date</b> Ehlers facilitates bond closing, underwriter provides bond proceeds to District, and proceeds are invested
<input type="checkbox"/>	February 1, 2026	First interest payment on the 2025A Bonds

**Minutes**  
**School Board Business Meeting**  
**Fridley Independent School District 14**  
**January 21, 2025**

**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, January 21, 2025, at the Fridley Community Center. The following Board members were present in the room: Nikki Auna, Sara Jones, Jake Karnopp, Avonna Starck (at 7:33pm). Absent: Erik Keeler, Ross Meisner, Student representative Aiyanna Shobe and Student representative: Deqa Ahmed.

**Organization of the Board**

Motion by Starck to nominate Jake Karnopp as Board Chair. No further nominations. Upon vote being taken all voted in favor, none against, none abstained. Motion carried 4-0.

Motion by Starck to nominate Nikki Auna as Vice Chair. No further nominations. Upon vote being taken all voted in favor, none against, none abstained. Motion carried 4-0.

Motion by Auna to nominate Sara Jones as Treasurer. No further nominations. Upon vote being taken all voted in favor, none against, none abstained. Motion carried 4-0.

Motion by Auna to nominate Avonna Starck as Clerk. No further nominations. Upon vote being taken all voted in favor, none against, none abstained. Motion carried 4-0.

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

Motion by Jones, seconded by Starck, to approve the agenda for January 21, 2025. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 4-0.

**Superintendent and Staff Reports**

A. Superintendent Report

Superintendent Lewis gave a heartfelt message of gratitude for Fridley Public Safety for helping during a crisis. Mary Henry was introduced as Employee of Excellence by Director of Administrative Services, Lori Andler. Superintendent Lewis discussed changes coming to Compensatory Revenue, Tax Impact, and Tax Burden.

Superintendent also reviewed the legislative priorities for AMSD, SAFF and MSBA and asked Board Members to engage in understanding these platforms and to work with local legislators to help Fridley Public Schools. Board Member Jones shared updates from NE Metro 916 and the MSBA Conference and Board Chair Karnopp shared AMSD updates.

## **Business Action Items**

### **A. Motion: School Board Organization and Annual Authorizations for 2025**

Motion by Jones, seconded by Starck to approve the School Board Organization and Annual Authorizations for 2025. Upon the vote being taken all voted in favor, none against, none abstained. Motion carried 4-0.

### **B. 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:

1. The following persons donated to **Hayes and Stevenson Elementary Schools**:
  - a. Fridley United Women of Faith - \$725 for each school to be used for students in need.

Motion by Jones, seconded by Auna, 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 4-0.

### **C. One Reading and Adoption of Policies**

Policy 519 Interviews of Students by Outside Agencies

Policy 701 Establishment and Adoption of School District Budget

Policy 721 Uniform Guidance Policy Regarding Federal Revenue Sources

Motion by Auna, seconded by Jones to approve the reading and adoption of policies 519, 701, and 721. Upon the vote being taken all voted in favor, none against, none abstained. Motion carried 4-0.

### **D. Consent Agenda**

Motion by Jones, seconded by Auna to approve the consent agenda including minutes of the business meeting held on December 17, 2024; Financial Reports; New Contracts, Amendments, Leaves of Absence, Resignations and Terminations. Upon vote being taken all voted in favor, none against, none abstained. Motion carried 4-0.

## **Important Future Board Dates**

### **A. RLS PTO Meeting**

January 22, 2025 5:30 PM

Stevenson Elementary School

### **B. FHS Music Dept Fundraiser / Lip Sync Contest**

January 24, 2025 7:00 PM  
District Auditorium

- C.** Incoming 5th Grade Parent Night  
January 29, 2025 5:00 PM  
Fridley Middle School
- D.** Incoming 9th Grade Registration Night  
January 29, 2025 6:00 PM  
Fridley High School
- E.** Hayes Books and Bingo  
January 30, 2025 5:00 PM  
Hayes Elementary School
- F.** Black & Gold Gala  
January 30, 2025 5:30 PM  
Jax Cafe
- G.** No School - Staff Development  
January 31, 2025
- H.** Hayes Conferences  
February 5, 2025 4:00 PM  
Hayes Elementary School
- I.** Stevenson Conferences  
February 5, 2025 4:00 PM  
Stevenson Elementary School
- J.** Free Family Movie Night: "Inside Out 2"  
February 7, 2025 7:00 PM  
District Auditorium
- K.** FHS Snow Week  
February 10-14, 2025  
Fridley High School
- L.** African American Parent Involvement Day  
February 10, 2025
- M.** Hayes and Stevenson Conferences  
February 11, 2025 4:00 PM  
Hayes and Stevenson Elementary Schools
- N.** 6th Grade Band and Choir Winter Concert  
February 11, 2025 7:00 PM  
Fridley Middle School Gym

- O. Hayes and Stevenson Conferences  
February 13, 2025 4:00 PM  
Hayes and Stevenson Elementary Schools
  
- P. Fridley Middle School History Day  
February 13, 2025 5:30 PM  
Fridley Middle School
  
- Q. ECFE Friendship Dance  
February 15, 2025 4:00 PM  
Fridley Community Center
  
- R. No School - District Holiday  
February 17, 2025
  
- S. Fridley Public Schools School Board Meeting  
February 18, 2025  
Fridley Community Center  
5:30 PM Work Session  
7:00 PM Public Comment  
7:30 PM Business Meeting

**Adjournment**

Motion by Starck, seconded by Auna to adjourn the meeting at 8:22 PM. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 4-0.

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Jake Karnopp, Board Chair

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Avonna Starck, Board Clerk

**INDEPENDENT SCHOOL DISTRICT NO. 14**  
**FRIDLEY, MINNESOTA**  
**TREASURER'S REPORT**  
**MONTH ENDING 12/31/24**

<b>Fund</b>	<b>Revised Balance 11/30/24*</b>	<b>Receipts</b>	<b>Payroll Disbursements</b>	<b>A/P Disbursements</b>	<b>Journal Entry Transfers</b>	<b>Balance 12/31/24</b>
General (01)	\$ 34,695,292.38	\$ 4,648,848.42	\$ 1,802,422.31	\$ 2,486,177.43	\$ (64,339.70)	\$ 34,991,201.36
Food Service (02)	\$ 829,229.72	252,514.56	52,409.67	190,787.12	61.50	\$ 838,608.99
Transportation (03)	\$ (39,592,455.34)	-	3,754.59	958,957.43	-	\$ (40,555,167.36)
Comm. Service (04)	\$ (84,820.90)	204,815.78	97,706.39	120,230.97	(61.50)	\$ (98,003.98)
Operating Capital (05)	\$ (581,139.57)	-	-	3,373.37	-	\$ (584,512.94)
Construction (06)	\$ 199,008.78	-	-	-	2,318,362.37	\$ 2,517,371.15
Debt Service (07)	\$ 4,371,276.83	531,786.38	-	-	-	\$ 4,903,063.21
Performance Contract (16)	\$ (4,220,892.26)	-	-	-	-	\$ (4,220,892.26)
Activity Fund (19)	\$ 201,759.68	5,360.61	-	8,528.26	-	\$ 198,592.03
Dental Self Insurance (20)	\$ 261,421.49	208.50	-	33,101.50	-	\$ 228,528.49
Medical Self Insurance (21)	\$ 4,415,024.75	4,660.12	-	578,619.31	-	\$ 3,841,065.56
OPEB Trust Fund (25)	\$ (315,065.95)	10,726.51	-	-	-	\$ (304,339.44)
OPEB Debt Service (47)	\$ 443,554.11	67,472.30	-	-	-	\$ 511,026.41
Student Activities Under Board Control (51)	\$ 95,691.01	4,472.85	-	4,374.25	(1,200.00)	\$ 94,589.61
<b>Total</b>	<b>\$ 717,884.73</b>	<b>\$ 5,730,866.03</b>	<b>\$ 1,956,292.96</b>	<b>\$ 4,384,149.64</b>	<b>\$ 2,252,822.67</b>	<b>\$ 2,361,130.83</b>

\*cash balances have been updated and changes reflect cash movement between funds. Overall cash balances is unchanged.

<b>Bank</b>	<b>Balance Per Bank Statement</b>	<b>Outstanding Checks</b>	<b>Outstanding Deposits</b>	<b>Balance per Treasurer's Books</b>
MN Trust - OPEB	\$ -	\$ -	\$ -	\$ -
MN Trust - Operating	2,426,866.67	65,735.84	-	2,361,130.83
<b>Total</b>	<b>\$2,426,866.67</b>	<b>\$ 65,735.84</b>	<b>\$ -</b>	<b>\$2,361,130.83</b>
		Difference	\$	(0.00)

**Schedule of Investments**

**As of 12/31/24**

<b>Investment</b>	<b>Broker</b>	<b>Type</b>	<b>Purchased</b>	<b>Maturity</b>	<b>Market Value</b>	<b>Par</b>	<b>Yield</b>
MNTrust Term Series-Flex (TECH CU)	PMA - OPP	TS	12/31/24	12/31/24	7,421,077.78	7,421,077.78	4.35%
Goldman Sachs Government Money	PMA - OPEB	MMA	12/02/24		3,422,142.19	3,422,142.19	4.96%
US Treasury N/B	PMA - OPEB	SEC	01/21/22	11/30/25	265,553.32	275,000.00	1.35%
US Treasury N/B	PMA - OPEB	SEC	02/24/22	11/30/25	231,755.63	240,000.00	1.72%
Great Midwest Bank, S.S.B., WI CD	PMA - OPEB	CD	12/28/22	12/01/25	120,000.00	134,747.18	4.20%
Customers Bank, NY	PMA - 2024A BONDS	CD	07/16/24	05/30/25	239,450.00	249,878.44	5.00%
CIBC Bank ISA, MI	PMA - 2024A BONDS	CD	07/16/24	05/30/25	239,600.00	249,872.04	4.92%
Veritex Community Bank, TX	PMA - 2024A BONDS	CD	07/16/24	05/30/25	239,550.00	249,850.30	4.94%
Gbank, NV	PMA - 2024A BONDS	CD	07/16/24	05/30/25	239,450.00	249,859.97	4.99%
GREENSTATE CREDIT UNION, IA	PMA - 2024A BONDS	CD	07/16/24	06/30/25	238,700.00	249,868.88	4.89%
The First National Bank of Hutchinson, KS	PMA - 2024A BONDS	CD	07/16/24	06/30/25	238,550.00	249,848.53	4.95%
Western Alliance Bank, CA	PMA - 2024A BONDS	CD	07/16/24	06/30/25	238,000.00	249,849.42	5.21%
NexBank, TX	PMA - 2024A BONDS	CD	07/16/24	07/31/25	237,400.00	249,847.80	5.04%
Farmers and Merchants Union Bank, WI	PMA - 2024A BONDS	CD	07/16/24	07/31/25	237,550.00	249,882.15	4.99%
<b>Totals</b>					\$ 13,608,778.92	\$ 13,741,724.68	

**INDEPENDENT SCHOOL DISTRICT NO. 14**  
**FRIDLEY, MINNESOTA**  
**TREASURER'S REPORT**  
**MONTH ENDING 01/31/25**

<b>Fund</b>	<b>Revised Balance 12/31/24</b>	<b>Receipts</b>	<b>Payroll Disbursements</b>	<b>A/P Disbursements</b>	<b>Journal Entry Transfers</b>	<b>Balance 01/31/25</b>
General (01)	\$ 34,991,201.36	\$ 4,149,551.24	\$ 1,793,149.14	\$ 2,109,699.62	\$ 7,213,762.87	\$ 42,451,666.71
Food Service (02)	\$ 838,608.99	228,822.09	48,334.50	125,105.56	14,301.53	\$ 908,292.55
Transportation (03)	\$ (40,555,167.36)	-	3,594.61	628,661.42	-	\$ (41,187,423.39)
Comm. Service (04)	\$ (98,003.98)	145,318.63	106,614.39	116,862.72	(10,866.50)	\$ (187,028.96)
Operating Capital (05)	\$ (584,512.94)	-	-	9,996.78	-	\$ (594,509.72)
Construction (06)	\$ 2,517,371.15	-	-	279,250.76	(2,212,916.47)	\$ 25,203.92
Debt Service (07)	\$ 4,903,063.21	43,670.61	-	4,346,960.00	-	\$ 599,773.82
Performance Contract (16)	\$ (4,220,892.26)	-	-	-	-	\$ (4,220,892.26)
Activity Fund (19)	\$ 198,592.03	8,659.43	-	9,487.16	-	\$ 197,764.30
Dental Self Insurance (20)	\$ 228,528.49	-	-	30,091.25	-	\$ 198,437.24
Medical Self Insurance (21)	\$ 3,841,065.56	-	-	541,425.20	-	\$ 3,299,640.36
OPEB Trust Fund (25)	\$ (304,339.44)	-	-	1,281.74	-	\$ (305,621.18)
OPEB Debt Service (47)	\$ 511,026.41	6,367.40	-	-	-	\$ 517,393.81
Student Activities Under Board Control (51)	\$ 94,589.61	8,387.50	-	2,607.59	-	\$ 100,369.52
<b>Total</b>	<b>\$ 2,361,130.83</b>	<b>\$ 4,590,776.90</b>	<b>\$ 1,951,692.64</b>	<b>\$ 8,201,429.80</b>	<b>\$ 5,004,281.43</b>	<b>\$ 1,803,066.72</b>

\*cash balances have been updated and changes reflect cash movement between funds due. Overall cash balances is unchanged.

<b>Bank</b>	<b>Balance Per Bank Statement</b>	<b>Outstanding Checks</b>	<b>Outstanding Deposits</b>	<b>Balance per Treasurer's Books</b>
MN Trust - OPEB	\$ -	\$ -	\$ -	\$ -
MN Trust - Operating	2,066,106.79	263,040.07	-	1,803,066.72
<b>Total</b>	<b>\$2,066,106.79</b>	<b>\$ 263,040.07</b>	<b>\$ -</b>	<b>\$1,803,066.72</b>
		Difference	\$	(0.00)

**Schedule of Investments**

**As of 01/31/25**

<b>Investment</b>	<b>Broker</b>	<b>Type</b>	<b>Purchased</b>	<b>Maturity</b>	<b>Market Value</b>	<b>Par</b>	<b>Yield</b>
MNTrust Term Series-Flex (TECH CU)	PMA - OPP	TS	01/31/25	01/31/25	2,442,536.21	2,442,536.21	4.35%
Goldman Sachs Government Money	PMA - OPEB	MMA	01/02/25		3,434,348.56	3,434,348.56	4.96%
US Treasury N/B	PMA - OPEB	SEC	01/21/22	11/30/25	266,384.77	275,000.00	1.35%
US Treasury N/B	PMA - OPEB	SEC	02/24/22	11/30/25	232,481.25	240,000.00	1.72%
Great Midwest Bank, S.S.B., WI CD	PMA - OPEB	CD	12/28/22	12/01/25	120,000.00	134,747.18	4.20%
Customers Bank, NY	PMA - 2024A BONDS	CD	07/16/24	05/30/25	239,450.00	249,878.44	5.00%
CIBC Bank ISA, MI	PMA - 2024A BONDS	CD	07/16/24	05/30/25	239,600.00	249,872.04	4.92%
Veritex Community Bank, TX	PMA - 2024A BONDS	CD	07/16/24	05/30/25	239,550.00	249,850.30	4.94%
Gbank, NV	PMA - 2024A BONDS	CD	07/16/24	05/30/25	239,450.00	249,859.97	4.99%
GREENSTATE CREDIT UNION, IA	PMA - 2024A BONDS	CD	07/16/24	06/30/25	238,700.00	249,868.88	4.89%
The First National Bank of Hutchinson, KS	PMA - 2024A BONDS	CD	07/16/24	06/30/25	238,550.00	249,848.53	4.95%
Western Alliance Bank, CA	PMA - 2024A BONDS	CD	07/16/24	06/30/25	238,000.00	249,849.42	5.21%
NexBank, TX	PMA - 2024A BONDS	CD	07/16/24	07/31/25	237,400.00	249,847.80	5.04%
Farmers and Merchants Union Bank, WI	PMA - 2024A BONDS	CD	07/16/24	07/31/25	237,550.00	249,882.15	4.99%
<b>Totals</b>					\$ 8,644,000.79	\$ 8,775,389.48	

## Personnel Changes 2024-2025

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

First Name	Last Name	Assignment	Step/Lane/Salary	School
Nathan	Strecker	Assistant Speech Coach	Schedule C	FHS
Savannah	Santos	WSI/LG	Schedule C	FCC

### Individual Contracts (2024-2025)

First Name	Last Name	Assignment	Step/Lane/Salary	School
Andrea	Baker	Senior Officer of Business Services	Individual Contract	DO

### Leaves of Absence (2024-2025)

- Melissa Heuchert-Berry has requested an intermittent leave of absence from their Teaching position at Fridley High School from 10/8/24 through 6/3/25.
- Janet Ponting has requested an intermittent leave of absence from their Teaching position at Stevenson Elementary from 12/16/24 through 6/6/25.

### Resignations (2024-2025)

- Alexander Douglas has resigned from their Building Monitor position at Fridley Community Center effective 6/30/24.
- Iman Hashi has resigned from their WSI/LG position at Fridley Community Center effective 6/30/24.
- Kayla Herrmann has resigned from their Building Monitor position at Fridley Community Center effective 6/30/24.
- Sonja Lapinski has resigned from their WSI/LG position at Fridley Community Center effective 6/30/24.
- Jana Litecky has resigned from their Building Monitor position at Fridley Community Center effective 6/30/24.
- Mary Clark Montoya has resigned from their WSI/LG position at Fridley Community Center effective 6/30/24.
- JoAnn Ohlund has resigned from their Classroom Assistant position at Fridley Community Center effective 2/4/25.
- Christopher Olaiya has resigned from their Classroom Assistant position at Fridley Community Center effective 2/4/25.
- Johan Schirmacher has resigned from their WSI/LG position at Fridley Community Center effective 6/30/24.

## 02-18-25 School Board Meeting

- Kaye Severson has resigned from their Building Monitor position at Fridley Community Center effective 6/30/24.
- Caroline Solboe has resigned from their WSI/LG position at Fridley Community Center effective 6/30/24.
- Andrew Spreeman has resigned from their Teacher position at Fridley Community Center effective 2/3/25.
- Aries Sumagaysay has resigned from their Teacher position at Fridley Community Center effective 2/5/25.
- Mira Voss has resigned from their WSI/LG position at Fridley Community Center effective 6/30/24.



A World-Class Community of Learners

**School Board Approval  
of Overnight Field Trip**

**Any staff requesting an overnight field trip activity for students are required to get advance School Board approval before advertising to students and parents.**

<b>Completed by</b> Jeffrey Johnson	<b>Subject area</b> Music	<b>Date of request</b> 2/3/2025
<b>Name of school and staff member(s) planning trip</b> FHS; Jeffrey Johnson & Siena Olson		
<b>Name and address of outside sponsoring group</b> Group Travel Planners 740 Southcross Dr W, Burnsville, MN 55306	<b>Name of travel agent selected</b> Lisa Moore	
<b>List fees or expenses that will be paid by the travel agent to the staff member</b>	<b>What are the limits of liability by travel agent? (attach copy of insurance statement)</b> see attachment	
<b>Number of students on trip</b> 40-50 is goal	<b>Number of school days missed</b> (possibly 1, depends on more flexible and affordable airfare, goal is 0)	
<b>Educational objectives of proposed trip</b> - Band and Choir students will enhance their musical skills, performance techniques, and ensemble collaboration by participating in a professionally guided workshop and live performances at Walt Disney World in Orlando, Florida. This experience will provide students with the opportunity to build confidence and apply their musical knowledge in a real-world setting, receive expert feedback, and also develop an appreciation for the role of music in the entertainment industry. Additionally, students will engage in team-building activities that foster personal growth, responsibility, become more globally-minded and artistic inspiration. This trip will provide accessibility to many of our students who may never have the opportunity to see another part of the country.		
<b>Location of trip (city, state, country)</b> Disney World, Orlando FL	<b>Dates of trip</b> March - April 2026 (proposed March 28th) (5 flexible days over spring break)	<b>Events (if any)</b>
<b>Number of staff attending</b> 2	<b>Number of parents attending as chaperones</b> 3-4, or more	<b>Who pays for staff and parent expenses?</b> staff- (included) parent - pay their own
<b>Expenses paid by district</b> - 0	<b>Will the district provide a substitute?</b> No	<b>How many days?</b> - 5
<b>Cost per student</b> around \$1500 per student	<b>Expenses paid by fund-raising or sponsor</b> - Based on student individual need (from \$100 off to full coverage of the cost)	<b>Expenses paid by students</b> - total cost, fundraising discount, student need
<b>Special travel and lodging arrangements</b>	Airfare, Orlando Area Hotel, Charter Bus	<b>Itinerary (including dates)</b> attached
<b>Will you include information that will be provided to parents/students for advertising the trip?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Attached	<b>Will you complete parent approval for students to receive emergency needed treatment?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Attached
<b>Will be brought to School Board for action on what School Board meeting date?</b>		2/18/2025

**Approved by:**

<b>Principal</b> 	<b>Superintendent</b>
<b>Date</b> 2/13/25	<b>Date</b>



**School Board Approval  
of Overnight Field Trip**

*A World-Class Community of Learners*

**Any staff requesting an overnight field trip activity for students are required to get advance School Board approval before advertising to students and parents.**

<b>Completed by</b> Jessica Schuette	<b>Subject area</b> Individuals and Societies (Social Studies)	<b>Date of request</b> 02/11/2025
<b>Name of school and staff member(s) planning trip</b> Jessica Schuette (FHS) & Aaron Cuthbert (FMS)		
<b>Name and address of outside sponsoring group</b> YMCA Center for Youth Voice 1801 University Avenue SE, Minneapolis, MN 55414	<b>Name of travel agent selected</b> NA	
<b>List fees or expenses that will be paid by the travel agent to the staff member</b> NA	<b>What are the limits of liability by travel agent? (attach copy of insurance statement)</b> NA	
<b>Number of students on trip</b> 28	<b>Number of school days missed</b> 0 (The trip takes place during Spring Break)	
<b>Educational objectives of proposed trip</b> Participants in Model UN learn how countries interact with each other and gain a global perspective on the issues that impact our everyday lives.		
<b>Location of trip (city, state, country)</b> Minneapolis Marriot Hotel 30 South 7th Street Minneapolis, MN 55402	<b>Dates of trip</b> Thursday, April 3 - April 5, 2025	<b>Events (if any)</b> Model United Nations Conference
<b>Number of staff attending</b> Two	<b>Number of parents attending as chaperones</b> None	<b>Who pays for staff and parent expenses?</b>
<b>Expenses paid by district</b> None Transportation paid by NWSISD	<b>Will the district provide a substitute?</b> No (The trip takes place during Spring Break)	<b>How many days?</b> Three days (mid-morning Thursday to Saturday afternoon)
<b>Cost per student</b> \$449 (YMCA also provides needs-based scholarships)	<b>Expenses paid by fund-raising or sponsor</b> \$ Additional funding for needs-based scholarships (above those provided by the YMCA) are covered by Fridley Lions Club donations	<b>Expenses paid by students</b> \$449 (YMCA also provides needs-based scholarships and if additional funding is needed, donations from the Fridley Lions Club is used)
<b>Special travel and lodging arrangements</b>	Conference takes place at the Marriott Hotel. Student lodging is included in the price of the conference. Security guards are present on every floor.	<b>Itinerary (including dates)</b> Thursday, April 3, 2025 students will depart FHS for the Minneapolis Marriott. Students will attend the conference during the day (Thursday - Saturday) and participate in evening activities (Thursday and Friday) planned by the YMCA all taking place at the Marriott. Lunches will be in the skyway, YMCA staff is present to help students to stay in designated areas.

		Saturday, April 5, 2025 students will return to FHS from the Minneapolis Marriott.	
<b>Will you include information that will be provided to parents/students for advertising the trip?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Attached	<b>Will you complete parent approval for students to receive emergency needed treatment?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Attached
<b>Will be brought to School Board for action on what School Board meeting date?</b>		February 25, 2025	

**Approved by:**

Principal	Superintendent
Date	Date



## Annual Compliance Overview

[Minnesota Statutes 2024, section 124D.78](#) requires Minnesota districts, charter schools, cooperatives, and Tribally controlled schools with 10 or more American Indian students to have an American Indian Parent Advisory Committee (AIPAC). Specifically, the Statutes cite that school boards and American Indian schools must provide for the maximum involvement of parents and children enrolled in education programs, programs for elementary and secondary grades, special education programs, and support services.

Districts, charter schools, cooperatives, and Tribally controlled schools with 10 or more American Indian students are required to submit annual compliance documents to the Office of American Indian Education (OAIE) by March 1 of each year. Also known as the vote of concurrence or nonconcurrence, annual compliance is a valuable opportunity for AIPAC members to meet and discuss whether or not they concur with the educational offerings that have been extended by the district to American Indian students.

## The Vote and Resolution

Parent Committees receive data from the district on whether or not the district has met the needs of American Indian students using the goals from the program plan submitted and approved by MDE. The AIPAC votes on how the district is achieving and accountable to the goals. The AIPAC should work with administration to fill out the Program Plan Review. This vote is formally reflected on the annual compliance documents. Members of the AIPAC present the vote and resolution to the school board.

If the vote is one of nonconcurrence, the AIPAC must provide written recommendations for improvement to the school board at the time of the presentation. The school board then has 60 days in which to respond in writing to the AIPAC recommendations. A copy of this written response must be provided to OAIE.

## Completing and Submitting the Documents

### The Following Items are Required When Submitting Annual Compliance

- Annual Compliance/Vote of Concurrence or Nonconcurrence document
- AIPAC Roster and District Employee Sign-In Sheet
- American Indian Education Aid Program Plan Review
- AIPAC minutes indicating they have received data on how students are faring

### **When Completing the Fillable PDF Forms, Remember To:**

- Include the district, charter school, cooperative, Tribally controlled school name and identifying number.
- Place a checkmark or X next to the applicable vote.
- Include all dates as indicated.
- Add all signatures as required, digital signatures are accepted.
- Use the drop-down menu in the roster to select the appropriate committee member options.
- Do not modify this form in any way except to add text directly into the areas designated for narrative text or to fill a check box.
- Documents must be received at MDE in Portable Document Format (PDF) format.

### **The District, Charter School, Cooperative, Tribally Controlled School Does Not Have an AIPAC**

All educational entities with more than 10 American Indian students that do not have an AIPAC, are still required to complete this paperwork. Tribally Controlled schools may use their School Board as their AIPAC.

Place a checkmark or X next to “Does Not Have an AIPAC.”

Obtain the signature of the superintendent or charter school/Tribally controlled school director and the school board chair.

### **Submission Deadline**

Email all required items by **March 1** to the [Office of American Indian Education](mailto:mde.aiea@state.mn.us) (mde.aiea@state.mn.us).

# Annual Compliance (Vote of Concurrence or Nonconcurrence)

District, Charter School, Cooperative, or Tribally Controlled School Name \_\_\_\_\_

School Year \_\_\_\_\_

## American Indian Parent Advisory Committee (AIPAC) Vote

**The AIPAC Issued a Vote of Concurrence**

Date of Concurrent Vote \_\_\_\_\_

Date the AIPAC Presented to the School Board \_\_\_\_\_

**The AIPAC Issued a Vote of Nonconcurrence**

A vote of nonconcurrence requires the AIPAC to provide specific written recommendations for improvement to the school board. The school board is required to respond in writing to each recommendation within 60 days of the recommendations being put forth. The school board must provide this written response to both the AIPAC and to the Office of American Indian Education (OAIE).

Date of Nonconcurrent Vote \_\_\_\_\_

Date the AIPAC Presented to the School Board \_\_\_\_\_

Date the Written Response from the School Board is Due \_\_\_\_\_

**The District, Charter School, Cooperative, or Tribally Controlled School Does Not Have an AIPAC**

The district or school does not yet have an AIPAC, but recognizes the need to do so in order to remain compliant with Minnesota Statutes 2024, section 124D.78. By signing below, district, charter school, cooperative, or Tribally controlled school leadership commits to working with the Office of American Indian Education on committee formation.

## Required Signatures

\_\_\_\_\_

School Board Chairperson

\_\_\_\_\_

Date

\_\_\_\_\_

Superintendent or Charter School/Tribally Controlled School Director

\_\_\_\_\_

Date

\_\_\_\_\_

AIPAC Chairperson

\_\_\_\_\_

Date

## American Indian Education Aid Program Plan Review

This document serves as the foundation for how your district or school is fulfilling the measurable goals of the program plan, reviewed and approved by the Office of American Indian Education (OAIE) at the Minnesota Department of Education. This document is necessary to submit to be eligible for American Indian Education Aid next year.

Under [Minnesota Statutes 2024, section 124D.81, subdivision 3](#), districts and schools should be identifying American Indian students and tracking their data and progress towards positive educational experiences.

### Directions

This document should be completed with the American Indian Parent Advisory Committee (AIPAC) and district staff that work primarily with American Indian students. Both the AIPAC and district staff will meaningfully and authentically collaborate to complete this document which will be uploaded with your compliance documentation. The resolution must be accompanied by Parent Advisory Committee meeting minutes that show they have been appraised by the district or school on the goals of the Indian Education Program Plan and the measurement of progress toward those goals as required by [Minnesota Statutes 2024, 124D.78, subdivision 2](#).

Using the approved American Indian Education Aid application that was submitted, communicate how the district or school has progressed towards all the goals outlined within each narrative for areas 1-6. Data should be shared with the AIPAC in order to concur with the district plan. Additionally, the [Self-Assessment Rubric](#) is another useful tool for AIPACs to understand programming and to vote on concurrence.

### Measurable Goals

These program details must align to [Minnesota Statutes 2024, section 124D.81, subdivision 2](#).

**Focus Area 1:** Support postsecondary preparation for pupils

**Focus Area 2:** Support the academic achievement of American Indian students

**Focus Area 3:** Make curriculum relevant to the needs, interests, and cultural heritage of American Indian pupils

**Focus Area 4:** Provide positive reinforcement of the self-image of American Indian pupils

**Focus Area 5:** Develop intercultural awareness among pupils, parents, and staff

**Focus Area 6:** Supplement, not supplant, state and federal educational and co-curricular programs

Focus Area	Measurable Goal(s) From Approved Plan	Progress Towards Goal(s) Using District Data	Is Progress Sufficient for Concurrence?
Support postsecondary preparation for pupils			
Support the academic achievement of American Indian students			
Make curriculum relevant to the needs, interests, and cultural heritage of American Indian pupils			
Provide positive reinforcement of the self-image of American Indian pupils			
Develop intercultural awareness among pupils, parents, and staff			
Supplement, not supplant, state and federal educational and co-curricular programs			

## District Requirements Under Minnesota Statutes

### Coordinator

Any district or participating school that conducts American Indian education programs with 100 or more state-identified American Indian students are to have a coordinator dedicated to State Indian Education programming.

[Minnesota Statutes 2023, section 124D.76, Dedicated American Indian Education Coordinator](#)

- No, we do not have 100 or more state identified American Indian students
- Yes, we have 100 or more state identified American Indian students
  - We have a dedicated American Indian Education Coordinator
  - We do not have a dedicated American Indian Education Coordinator

### Culture and Language Classes

Any district or participating school that conducts American Indian education programs with five percent *or* 100 or more state-identified American Indian students must provide American Indian culture and language classes.

[Minnesota Statutes 2024, section 124D.71, subdivision 7](#)

- Yes, we provide American Indian culture and language classes for all American Indian students eligible for American Indian Education Aid
- No, we do not have at least five percent; or 100 or more American Indian students

### Signatures

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AIPAC Chairperson

---

Director of American Indian Education

---

Date

---

Date

For more information, please visit the [Office of American Indian Education's website](#).

Please submit this documentation to the [Office of American Indian Education](#) (mde.aiea@state.mn.us).



## The American Indian Parent Advisory Committee (AIPAC) Roster

### About Membership

Per [Minnesota Statutes 2024, section 124D.78, subdivisions 3](#), The American Indian Parent Advisory Committee must be composed of parents or guardians of American Indian children eligible to be enrolled in American Indian education programs; American Indian secondary students; American Indian family members of students eligible to be enrolled in American Indian education programs; American Indian language and culture education teachers and paraprofessionals; American Indian teachers; American Indian district employees; American Indian counselors; adult American Indian people enrolled in educational programs; and American Indian community members. The majority of each committee must be the parents or guardians of the American Indian children enrolled or eligible to be enrolled in the programs.

### About the Roster and Sign-In Sheet

The AIPAC roster is for committee members only. This form is electronic and fillable. You must include the committee member's name, email, and phone number in the first column. Subsequent columns contain a drop-down menu option. Select the best option for each particular committee member.

If an employee identifies as American Indian, they are eligible to serve as a voting committee member and may be included on the roster, rather than the district, charter school, cooperative, and Tribally controlled school sign-in sheet.

### Submission

The first submission is with your American Indian Education Aid program plan, the second submission is with your annual compliance documents.

Submit completed rosters to the [Office of American Indian Education](mailto:mde.aiea@state.mn.us) (mde.aiea@state.mn.us).



Committee Member Name, Email, and Phone	American Indian	Committee Member Role	Primary Area of Representation

Committee Member Name, Email, and Phone	American Indian	Committee Member Role	Primary Area of Representation

**District, Charter, or Tribally Controlled School Employee Sign-in Sheet**

<b>Employee Name, Email, and Phone</b>	<b>Employee Title</b>

# Annual Compliance (Vote of Concurrence or Nonconcurrence)

District, Charter School, Cooperative, or Tribally Controlled School Name Fridley Public Schools ISD 14

School Year 2024-2025

## American Indian Parent Advisory Committee (AIPAC) Vote

The AIPAC Issued a Vote of Concurrence

Date of Concurrent Vote 2/11/2025

Date the AIPAC Presented to the School Board 2/18/2025

The AIPAC Issued a Vote of Nonconcurrence

A vote of nonconcurrence requires the AIPAC to provide specific written recommendations for improvement to the school board. The school board is required to respond in writing to each recommendation within 60 days of the recommendations being put forth. The school board must provide this written response to both the AIPAC and to the Office of American Indian Education (OAIE).

Date of Nonconcurrent Vote

Date the AIPAC Presented to the School Board

Date the Written Response from the School Board is Due

The District, Charter School, Cooperative, or Tribally Controlled School Does Not Have an AIPAC

The district or school does not yet have an AIPAC, but recognizes the need to do so in order to remain compliant with Minnesota Statutes 2024, section 124D.78. By signing below, district, charter school, cooperative, or Tribally controlled school leadership commits to working with the Office of American Indian Education on committee formation.

### Required Signatures

↻ School Board Chairperson

↻ Superintendent or Charter School/Tribally Controlled School Director



↻ AIPAC Chairperson

Date

Date

2/11/2025

Date

## District Requirements Under Minnesota Statutes

### Coordinator

Any district or participating school that conducts American Indian education programs with 100 or more state-identified American Indian students are to have a coordinator dedicated to State Indian Education programming.

Minnesota Statutes 2023, section 124D.76, Dedicated American Indian Education Coordinator

- Yes, we have 100 or more state-identified American Indian students
  - We have a dedicated American Indian Education coordinator
  - We do not have a dedicated American Indian Education coordinator
- No, we do not have 100 or more state-identified American Indian students

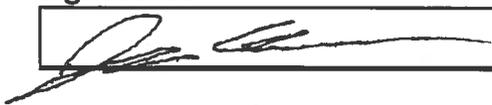
### Culture and Language Classes

Any district or participating school that conducts American Indian education programs with five percent *or* 100 or more state-identified American Indian students must provide American Indian culture and language classes.

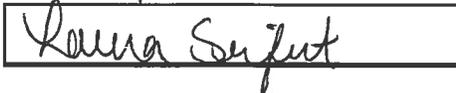
Minnesota Statutes 2024, section 124D.71, subdivision 7

- Yes, we provide American Indian culture and language classes for all state-identified American Indian students in the district or school
- No, we do not provide American Indian culture and language classes for all state-identified American Indian students in the district or school

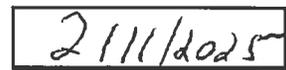
### Signatures



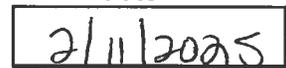
AIPAC Chairperson



Director of American Indian Education



Date



Date

For more information, please visit the [Office of American Indian Education's website](#).

Please submit this documentation to the [Office of American Indian Education](#) ([mde.aiea@state.mn.us](mailto:mde.aiea@state.mn.us)).



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## **524 Internet, Technology, and Cell Phone Acceptable Use and Safety Policy**

### **I. PURPOSE**

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

### **II. GENERAL STATEMENT OF POLICY**

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

### **III. LIMITED EDUCATIONAL PURPOSE**

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



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#### **IV. USE OF SYSTEM IS A PRIVILEGE**

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion or termination of employment; or civil or criminal liability under other applicable laws.

#### **V. UNACCEPTABLE USES**

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



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district's system's security, and will not use the school district system in such a way as to disrupt the use of the system by other users.

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

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

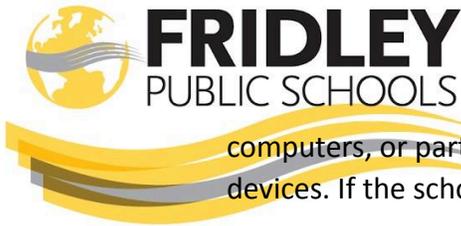


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*Fridley Public Schools is committed to creating a welcoming, respectful environment that provides an equitable and inclusive education for each student, staff and community member by ensuring that opportunities, notes, and the school district system to access the internet and post information to personal accounts on public social network sites. Definition: A*

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- iii. Users will not use the school district system to access the internet and post information to personal accounts on public social network sites. Definition: A social network site is a web-based service that allows users to construct a public or semi-public profile within an established system and navigate a list of other users with whom they share a connection within the system to form a virtual community. They include, but are not limited to, social networks such as “Facebook,” “Twitter,” “Instagram,” “Snapchat,” “TikTok,” “Reddit,” and similar websites or applications.
- g. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person’s account, or use computer accounts, access codes or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.
- h. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person’s property without the person’s prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.
- i. Users will not use the school district system for conducting business, for unauthorized commercial purposes or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.
- j. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district’s Bullying Prohibition Policy (Bullying Prohibition Policy 514). This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.
- B. The school district has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations may include, but are not limited to, serious or severe bullying or harassment targeting particular individuals, threats aimed at teachers or other students, failure to follow rules concerning lessons, the writing of papers, the use of



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*Fridley Public Schools is committed to creating a welcoming, respectful environment that provides an equitable and inclusive education for each student, staff and community member by ensuring that opportunities, computers, or participation in other online school activities, and breaches of school security devices. If the school district receives a report of an unacceptable use originating from a*

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non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.

- C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a student user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

## **VI. SOCIAL MEDIA**

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

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

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

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



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## **VII. FILTER**

- A. With respect to any of its computers with Internet access, the School District will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:
  - a. Obscene;
  - b. Child pornography; or
  - c. Harmful to minors.
- B. The term “harmful to minors” means any picture, video, image, graphic image file, or other visual depiction that:
  - a. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
  - b. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
  - c. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
- D. An administrator, supervisor or other person authorized by the superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
- E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

## **VIII. CONSISTENCY WITH OTHER SCHOOL POLICIES**

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

## **IX. LIMITED EXPECTATION OF PRIVACY**



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- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.
- B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. Parents have the right at any time to investigate or review the contents of their child's files and e-mail files. Parents have the right to request the termination of their child's individual account at any time.
- E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files, e-mail files, and Internet browser history. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minn. Stat. Ch. 13 (the Minnesota Government Data Practices Act).
- F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.
- G. The confidentiality of electronic communications cannot be guaranteed. Electronic communication is appropriate for quick and uncomplicated messages where confidentiality is not a critical factor.

## **X. INTERNET USE AGREEMENT**

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

## **XI. LIMITATION ON SCHOOL DISTRICT LIABILITY**



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

## **XII. USER NOTIFICATION**

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



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- g. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
- h. Notification that all provisions of the acceptable use policy are subordinate to local, state and federal laws.

### **XIII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE**

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

### **XIV. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS**

- A. "Technology provider" means a person who:
  - a. contracts with the school district, as part of a one-to-one program or otherwise, to provide a school-issued device for student use; and
  - b. creates, receives, or maintains educational data pursuant or incidental to a contract with the school district.
- B. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.
- C. Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of



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communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:

- a. identify each curriculum, testing, or assessment technology provider with access to educational data;
  - b. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and
  - c. include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.
- D. The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.
- E. A contract between a technology provider and the school district must include requirements to ensure appropriate security safeguards for educational data. The contract must require that:
- a. the technology provider's employees or contractors have access to educational data only if authorized; and
  - b. the technology provider's employees or contractors may be authorized to access educational data only if access is necessary to fulfill the official duties of the employee or contractor.
- F. All educational data created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a public educational agency or institution are not the technology provider's property.

## **XV. SCHOOL-ISSUED DEVICES**

- A. "School-issued device" means hardware or software that the school district, acting independently or with a technology provider, provides to an individual student for that student's dedicated personal use. A school-issued device includes a device issued through a one-to-one program.
- B. Except as provided in paragraph C, the school district or a technology provider must not electronically access or monitor:
  - a. any location-tracking feature of a school-issued device;
  - b. any audio or visual receiving, transmitting, or recording feature of a school-issued device; or
  - c. student interactions with a school-issued device, including but not limited to keystrokes and web-browsing activity.



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- C. The school district or a technology provider may only engage in activities prohibited by paragraph B if:
  - a. the activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by school district employees, student teachers, staff contracted by the school district, a vendor, or the Minnesota Department of Education, and notice is provided in advance;
  - b. the activity is permitted under a judicial warrant;
  - c. the school district is notified or becomes aware that the device is missing or stolen;
  - d. the activity is necessary to respond to an imminent threat to life or safety and the access is limited to that purpose;
  - e. the activity is necessary to comply with federal or state law, including but not limited to Minnesota Statutes section 121A.031; or
  - f. the activity is necessary to participate in federal or state funding programs, including but not limited to the E-Rate program.
- D. If the school district or a technology provider interacts with a school-issued device as provided in paragraph C, clause 4, it must, within 72 hours of the access, notify the student to whom the school-issued device was issued or that student's parent and provide a written description of the interaction, including which features of the device were accessed and a description of the threat. This notice is not required at any time when the notice itself would pose an imminent threat to life or safety, but must instead be given within 72 hours after that imminent threat has ceased.

## **XVI. CELL PHONE USE**

The school board directs the superintendent and school district administration to establish rules and procedures regarding student possession and use of **cell phones** in schools. These rules and procedures should seek to minimize the impact of cell phones on student behavior, mental health, and academic attainment. These rules and procedures may be designed for specific school buildings, grade levels, or similar criteria.

## **XVII. LIMIT ON SCREEN TIME FOR CHILDREN IN PRESCHOOL AND KINDERGARTEN**

A child in a publicly funded preschool or kindergarten program may not use an individual-use screen, such as a tablet, smartphone, or other digital media, without engagement from a teacher or other students. This section does not apply to a child for whom the school has an individualized family



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## **XVIII. IMPLEMENTATION; POLICY REVIEW**

- A. The school district administration may develop appropriate user notification forms, guidelines and procedures necessary to implement this policy for submission to the School Board for approval. Upon approval by the School Board, such guidelines, forms and procedures shall be an addendum to this policy.
- B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.
- C. The school district Internet policies and procedures are available for review by all parents, guardians, staff and members of the community.
- D. Because of the rapid changes in the development of the Internet, the School Board shall conduct an annual review of this policy.

### ***Legal References:***

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

Minn. Stat. § 13.32 (Educational Data)

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

Minn. Stat. § 121A.73 (School Cell Phone Policy)

Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)

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

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

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

17 U.S.C. § 101 *et seq.* (Copyrights)

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

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

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

*Mahanoy Area Sch. Dist. v. B.L.*, 594 U.S. \_\_\_, 141 S. Ct. 2038 (2021)

*Tinker v. Des Moines Indep. Cmty. Sch. Dist.*, 393 U.S. 503 (1969)

*United States v. Amer. Library Assoc.*, 539 U.S. 194 (2003)

*Sagehorn v. Indep. Sch. Dist. No. 728*, 122 F.Supp.2d 842 (D. Minn. 2015)

*R.S. v. Minnewaska Area Sch. Dist. No. 2149*, 894 F.Supp.2d 1128 (D. Minn. 2012)

*Tatro v. Univ. of Minnesota*, 800 N.W.2d 811 (Minn. App. 2011), *aff'd* on other grounds 816 N.W.2d 509 (Minn. 2012)

*S.J.W. v. Lee's Summit R-7 Sch. Dist.*, 696 F.3d 771 (8<sup>th</sup> Cir. 2012)

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

***Cross References:***

- MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
- MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
- MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
- MSBA/MASA Model Policy 506 (Student Discipline)
- MSBA/MASA Model Policy 515 (Protection and Privacy of Student Records)
- MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
- MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
- MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)
- MSBA/MASA Model Policy 603 (Curriculum Development)
- MSBA/MASA Model Policy 604 (Instructional Curriculum)
- MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
- MSBA/MASA Model Policy 806 (Crisis Management Policy)
- MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

***School Board Action:***

- Adopted June 18, 2002
- Revised March 20, 2007
- Revised July 15, 2008
- Revised March 16, 2010
- Revised March 20, 2012
- Revised November 19, 2013
- Revised July 18, 2017
- Revised May 21, 2019
- Revised April 19, 2022
- Revised January 17, 2023
- Revised August 20, 2024

***Annual Review:***

- |         |      |                    |
|---------|------|--------------------|
| April   | 2022 | Reviewed / Updated |
| January | 2023 | Reviewed / Updated |
| August  | 2024 | Reviewed / Updated |

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 522

Orig. 1995

Revised: \_\_\_\_\_

Rev. 2022

## 522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

***[Note: On May 6, 2020, the U.S. Department of Education, Office for Civil Rights (OCR), released the long-awaited final rule amending Title IX regulations at 34 C.F.R. Part 106. These regulations, which go into effect on August 14, 2020, are the first Title IX regulations applicable to sexual harassment and are applicable to complaints by both school district students and employees. The extensive regulations will require districts to revise their policies and procedures with respect to sexual harassment and ensure that administration and staff are trained on the new requirements.]***

***The final rule requires school districts to provide notice of its nondiscrimination policy and grievance procedures, including how to file or report sexual harassment and how the school district will respond to the following groups: applicants for admission and employment; students; parents or legal guardians; and unions or professional organizations holding agreements with the school district. 34 C.F.R. 106.8(b). The provisions of this policy generally conform to the requirements of the new regulations].***

### I. GENERAL STATEMENT OF POLICY

- A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.
- B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.
- C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.
- D. 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:

**[INSERT: NAME(S) TITLE(S) PHONE NUMBER(S) OFFICE ADDRESS(ES) EMAIL ADDRESS(ES)]**

Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

- E. The effective date of this policy is August 14, 2020 and applies to alleged violations of this policy occurring on or after August 14, 2020.

## **II. DEFINITIONS**

- A. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the school district's Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.
- B. "Complainant" means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.
- C. "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).
- D. "Deliberately indifferent" means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.
- E. "Education program or activity" means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.
- F. "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.
  - 1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant's physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.
  - 2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.
- G. "Informal resolution" means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.
- H. "Relevant questions" and "relevant evidence" are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

- I. "Remedies" means actions designed to restore or preserve the complainant's equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.
- J. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- K. "Sexual harassment" means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:
  - 1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);
  - 2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or
  - 3. Any instance of sexual assault (as defined in the Clery Act, 20 U.S.C. 1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 U.S.C. 12291).
- L. "Supportive measures" means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minn. Stat. 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.
- M. "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. The following are considered Title IX Personnel:
  - 1. "Title IX Coordinator" means an employee of the school district that coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administering the grievance process.
  - 2. "Investigator" means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.
  - 3. "Decision-maker" means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the

Appellate Decision-maker.

4. "Appellate Decision-maker" means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.
5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

***[NOTE: It is recommended that school districts designate a primary Title IX Coordinator and at least one alternate Title IX Coordinator so that the alternate can undertake Title IX Coordinator responsibilities in the event the primary Title IX Coordinator is a party to a complaint or is otherwise not qualified under this policy to serve in that role in a particular case.]***

### **III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS**

#### **A. Equitable Treatment**

1. The school district shall treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required.
2. The school district will not impose any disciplinary sanctions or take any other actions against a respondent that do not constitute supportive measures until it has completed this grievance process and the respondent has been found responsible.
3. The school district will provide appropriate remedies to the complainant any time a respondent is found responsible.

#### **B. Objective and Unbiased Evaluation of Complaints**

1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or bias for or against complainants or respondents generally or a specific complainant or respondent.
2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a complainant, respondent, or witness.

- C.** Title IX Personnel will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

D. Confidentiality

The school district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, or FERPA's regulations, and State law under Minn. Stat. 13.32 34 C.F.R. Part 99, or as required by law, or to carry out the purposes of 34 C.F.R. Part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the school district's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).

E. Right to an Advisor; Right to a Support Person

Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

A complainant or respondent with a disability may be assisted by a support person throughout the grievance process, including all meetings and investigative interviews, if such accommodation is necessary. A support person may be a friend, family member, or any individual who is not otherwise a potential witness. The support person is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

F. Notice

The school district will send written notice of any investigative interviews or meetings to any party whose participation is invited or expected. The written notice will include the date, time, location, participants, and purpose of the meeting or interview, and will be provided to allow sufficient time for the party to prepare to participate.

G. Consolidation

The school district may, in its discretion, consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

H. Evidence

1. During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
2. The school district shall not access, consider, disclose, or otherwise use a

party's medical, psychological, and similar treatment records unless the school district obtains the party's voluntary, written consent.

I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the school district and not upon the parties.
2. The grievance process shall use a preponderance of the evidence standard (i.e. whether it is more likely than not that the respondent engaged in sexual harassment) for all formal complaints of sexual harassment, including when school district employees are respondents.

J. Timelines

***[NOTE: The Title IX regulations require reasonably prompt timeframes for conclusion of the grievance process, but do not specify any particular timeframes. The time periods below are suggested. School districts may establish their own district-specific timeline, although it is recommended that legal counsel be consulted before adjusting time periods.]***

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.
2. 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.
3. 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.
4. 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.
5. 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.

K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: 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.

2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker 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.

#### **IV. 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.** Any employee of the school district who has experienced, has actual 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.
- C.** A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail 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.
- D.** 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.

#### **V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR**

- A.** When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant’s wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.
- B.** The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district’s ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.
- C.** If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant’s wishes is not clearly unreasonable in light of the known circumstances.
- D.** Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response

before any initial interview. This written notice must contain:

1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;
5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and
6. A copy of this policy.

## **VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT**

### **A. Emergency Removal of a Student**

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:
  - a. The school district undertakes an individualized safety and risk analysis;
  - b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and
  - c. The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including MSBA Model Policy 506 – Student Discipline. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

***[NOTE: The interrelationship between the Title IX regulations authorizing the emergency removal of student and the Minnesota Pupil Fair Dismissal Act (MPFDA) is unclear at this time. School districts should consult with legal counsel regarding the emergency removal of a student. At a minimum, it is recommended that school districts provide alternative educational services, as defined in the MPFDA, to any student so removed under the Title IX regulations.]***

**B. Employee Administrative Leave**

The school district may place a non-student employee on administrative leave during the pendency of the grievance process of a formal complaint. Such leave will typically be paid leave unless circumstances justify unpaid leave in compliance with legal requirements. The school district must take into consideration applicable requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act prior to removing an individual with a qualifying disability.

**VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT**

- A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district's discretion, but only after a formal complaint has been received by the school district.
- B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.
- C. The informal resolution process may not be used to resolve allegations that a school district employee sexually harassed a student.
- D. The school district will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
- E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

**VIII. DISMISSAL OF A FORMAL COMPLAINT**

- A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:
  - 1. Would not meet the definition of sexual harassment, even if proven;
  - 2. Did not occur in the school district's education program or activity; or
  - 3. Did not occur against a person in the United States.
- B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:
  - 1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;
  - 2. The respondent is no longer enrolled or employed by the school district; or
  - 3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.

- C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.
- D. 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.

***[NOTE: For example, school districts are reminded of the obligation under Minn. Stat. 122A.20, subd. 2, to make a mandatory report to the Minnesota Professional Educator Licensing and Standards Board concerning any teacher who resigns during the course of an investigation of misconduct.]***

#### **IX. INVESTIGATION OF A FORMAL COMPLAINT**

- A. If a formal complaint is received by the School District, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.
- B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.
- C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.
- D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.
- E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.
- F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

#### **X. DETERMINATION REGARDING RESPONSIBILITY**

***[NOTE: The Title IX regulations do not require school districts to conduct live hearings as part of the decision-making phase of the grievance process. Accordingly, this Policy does not include procedures for a live hearing. If a school district desires to create such procedures, legal counsel should be consulted.]***

- A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant

questions that a party wants asked of any party or witness.

- B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.
- C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.
- D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:
  - 1. Identification of the allegations potentially constituting sexual harassment;
  - 2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
  - 3. Findings of fact supporting the determination;
  - 4. Conclusions regarding the application of the school district's code of conduct to the facts;
  - 5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the school district to the complainant; and
  - 6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.
- E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.
- F. The written determination of responsibility must be provided to the parties simultaneously.
- G. The Title IX Coordinator is responsible for the effective implementation of any remedies.
- H. The determination regarding responsibility becomes final either on the date that the school district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

## **XI. APPEALS**

- A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:
  - 1. A procedural irregularity that affected the outcome of the matter (e.g., a

material deviation from established procedures);

2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
  3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- 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 Decision-maker, 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 Decision-maker 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.
  - E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

## **XII. RETALIATION PROHIBITED**

- A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.
- B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment or sex discrimination.
- C. Charging an individual with violation of school district policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

## **XIII. TRAINING**

- A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:
  1. The Title IX definition of sexual harassment;

2. The scope of the school district's education program or activity;
  3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;
  4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
  5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and
  6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.
- B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.
- C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

#### XIV. **DISSEMINATION OF POLICY**

- A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.
- B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.
- C. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:
1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;
  2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;
  3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and
  4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

#### XV. **RECORDKEEPING**

***[NOTE: School districts should consider amending their respective retention schedules to reflect the recordkeeping requirements discussed below].***

- A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:
1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;
  2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and
  3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.
  4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.
- B. The school district must also maintain for a period of seven calendar years records of:
1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;
  2. Any appeal and the result therefrom;
  3. Any informal resolution and the result therefrom; and
  4. All materials used to train Title IX Personnel.

**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 of 1972)  
34 C.F.R. Part 106 (Implementing Regulations of Title IX)  
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)  
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)  
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act of 1990, as amended)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)  
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act ("Clery Act"))

**Cross References:** MSBA/MASA Model Policy 102 (Equal Educational Opportunity)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

