

**Hastings Area Public Schools - ISD 200**  
**School Board Meeting Agenda**

Wednesday, July 13, 2022  
Work Session  
Middle School Media Center

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- I. **Items for Discussion**
  - a. Labor Contracts 101
  - b. 3-Year Work Plan
  - c. Board Communication
  - d. Policy 206 Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations
  - e. Policy 208 Development, Adoption, and Implementation of Policies

# CONTRACTS 101 Board Work Session

July 13, 2022



# INTRO / OVERVIEW

- Relationships are very important with labor relations/ negotiations
  - ❖ Impacts our finances, ability to operate, and other groups
  - ❖ Bargaining groups are not vendors – no option to discontinue our work with them
  - ❖ Need to consider the long term, ongoing impact of actions
  - ❖ May be times when need agreement from bargaining group to make changes during the course of the Contract (e.g. change in structure of coaches and pay)



# INTRO / OVERVIEW (Cont'd)

- We are required, by law, to negotiate in good faith
  - ❖ Negotiations are a compromise -- the Board can establish parameters, however, the employee groups are not required to agree
  - ❖ There may be times where Mediation is needed and could be beneficial to either, or both, parties
- Contracts are built over time; take what exists and modify “imperfections”
  - ❖ Have to prioritize; work on the most important issues
  - ❖ If something comes up during the term of the contract, there is an opportunity to work with the bargaining group through Memorandums of Understanding (MOUs)



# TYPES OF CONTRACTS

- Unionized – Employee groups represented by a union and assigned a business representative
- District employee groups that are unionized include:
  - ❖ Comm. Ed Paras – Minnesota Teamsters Local 320
  - ❖ Custodians – Minnesota Teamsters Local 320
  - ❖ Food Service Personnel – SEIU Local 284
  - ❖ Paraprofessionals – Ed Minnesota
  - ❖ Teachers – Ed Minnesota



# TYPES OF CONTRACTS (Cont'd)

- Organized/Associations – Employee groups that are registered with the Bureau of Mediation (BMS) but represent themselves
- District employee groups that are organized include:
  - ❖ District Administrators
  - ❖ Principals
  - ❖ Secretaries
  - ❖ District Supervisors



# TYPES OF CONTRACTS (Cont'd)

- Meet and Confer – Employee groups that are not organized or unionized. These groups do not have negotiations rights
- District employee groups that are meet and confer include:
  - ❖ Comm. Ed Coordinators (Licensed and Unlicensed)
  - ❖ Health Services Staff
  - ❖ Technology Support Staff



# TYPES OF CONTRACTS (Cont'd)

- Individual – Individual employees who are provided their own contract with the terms and conditions of employment. These individuals do not have negotiations rights
- District positions with individual contracts:

Accounting Specialist

Admin Assistant, Buildings and Grounds

Admin Assistant, Human Resources

Admin Assist to Supt., Board, and Tchg. & Lrng.

AP/AR Clerks (2)

Career Center Coordinator

Ground Supervisor

Marketing Specialist

Payroll Specialist

Special Services Office Specialist (2)

Student Accounting Specialist



# TERMS OF DISTRICT CONTRACTS

<u>EMPLOYEE GROUP</u>	<u>TYPE</u>	<u>CONTRACT DATES</u>	<u>STATUS</u>
Community Ed Coord. (Licensed)	MC	2019-2021 Contract; Expired 6.31.21	Aligns with teachers; In review/update
Community Ed Coords. (Non-Lic'd)	MC	2020-2022 Contract; Expired 6.30.22	Not yet started
Community Ed Paras	U	2020-2022 Contract; Expired 6.30.22	Negotiations in process
Custodians	U	2020-2022 Contract; Expired 6.30.22	Negotiations in process
District Administrators	A	2020-2022 Contract; Expired 6.30.22	Negotiations in process
District Supervisors	A	2020-2022 Contract; Expired 6.30.22	Negotiations in process
Food Service Personnel	U	2020-2022 Contract; Expired 6.30.22	Negotiations in process
Health Services Staff	MC	2020-2022 Contract; Expired 6.30.22	Not yet started
Individual Contracts	N/A	2020-2022 Work Agreements; Exp'd 6.30.22	Not yet started
Paraprofessionals	U	2020-2022 Contract; Expired 6.30.22	Negotiations in process
Principals	A	2020-2022 Contract; Expired 6.30.22	Not yet started
Secretaries	A	2020-2022 Contract; Expired 6.30.22	Negotiations in process
Teachers	U	2021-2023 Contract; Expires 6.30.23	
Technology Support Staff	MC	2020-2022 Contract; Expired 6.30.22	Initial meeting held



# NEGOTIATIONS PROCESS

## GENERAL

- Meet with School Board to establish parameters
  - ❖ Parameters may be set in various ways, such as:
    - Total dollars
    - Total percent
    - Percent on salary schedules, etc.
  - ❖ Includes benefits (for example: Board established parameters implementing a defined contribution for insurance)
  - ❖ May include language items
  - ❖ Keep in mind . . . It is a negotiations process, the District has to bargain in good faith



# NEGOTIATIONS PROCESS

## **GENERAL (Cont'd)**

- Review notes from prior contract regarding areas where issues have arisen
- Meet with supervisors of employee groups to obtain information regarding contract changes desired
- Prepare Base costings for all groups
- This year, for contracts expiring 6.30.22, requested legal review to ensure contracts are in compliance with applicable laws, statute references accurate, etc.



# NEGOTIATIONS PROCESS

## GENERAL (Cont'd)

### Key Factors to Consider

- When a contract is negotiated, both sides bring the specific language items that they would like addressed; the entire contract is not negotiated or rewritten each time
  - ❖ This means we start each round from where the prior negotiations process left off
- Sometimes it take several rounds to work through all of the items we may feel need to be addressed; items are prioritized
- Contracts generally include a “duration” clause which states that we will not start negotiations earlier than 90 days prior to expiration of the contract



# NEGOTIATIONS PROCESS

## UNION AND ORGANIZED GROUPS

- FIRST MEETING
  - ❖ Meet with representatives of bargaining group, along with the Business Representative from the Union; Business Rep usually speaks on behalf of the employees
  - ❖ Establish meeting norms
  - ❖ Review negotiations process, i.e. negotiations grid
  - ❖ Employee group presents initial proposal (language and financial)



# NEGOTIATIONS PROCESS

## UNION AND ORGANIZED GROUPS (Cont'd)

- SECOND MEETING AND FOLLOWING MEETINGS
  - ❖ District provides updated grid (new this round) with union proposals, including responses and District's initial proposals
    - With new language, will often seek legal advice
  - ❖ Once initial proposals on the table, no new proposals
  - ❖ Grid is updated for each meeting reflecting actions from the last meeting
  - ❖ All items proposed are costed
  - ❖ The teams then go back and forth with responses until all items have been either agreed to or dropped and a Tentative Agreement (TA) is reached

# NEGOTIATIONS PROCESS

## UNION AND ORGANIZED GROUPS

[EMPLOYEE GROUP] NEGOTIATIONS [DATE]			
	ARTICLE	[EMPLOYEE GROUP] PROPOSAL/RESPONSE	DISTRICT PROPOSAL/RESPONSE
1		<u>DATE (#1)</u> <u>DATE 1 (#3)</u> <u>DATE 2 (#2)</u>	<u>DATE 1 (#2)</u> <u>DATE 2 (#1)</u>
2			
3			
4			
5			
6			
7			
8			
9			
10			



# PROCESS ONCE TA REACHED

## UNION AND ORGANIZED GROUPS (Cont'd)

- ❖ District prepares a draft contract with changes tracked for review by the union
- ❖ A summary of changes is prepared, indicating revisions to the contract agreed upon during the negotiations process for communication with members
- ❖ Union does a membership vote to ratify the revised agreement.
- ❖ The revised contract is submitted to the Board for approval
  - A summary of changes will be provided to the Board, as well as a copy of the final contract with changes tracked when approval is requested



# NEGOTIATIONS PROCESS

## ASSOCIATIONS

- The process for negotiating with the District Associations is essentially the same as that for Unionized groups, except there is no Union Business Representative who speaks on behalf of the employees; they represent/speak for themselves



# NEGOTIATIONS PROCESS

## MEET AND CONFER / INDIVIDUAL

- Generally, meet and confer groups are more of a conversation to find out what types of items they would like to see included in their updated Terms and Conditions
  - ❖ Don't always meet, depending on the parameters set by the Board; this round we did
- The District then updates the Agreement and provides them that information



# 2022-2024 NEGOTIATIONS GOALS

- Settle within Board parameters
- Update language for consistency with changes in law and ensure references to statutes, etc. are correctly stated
- Align language between contracts (this is a multi-round goal)
- Reformat contracts to standardized format



# COSTING AND SALARY SCHEDULE INFORMATION





# NEGOTIATIONS PROCESS

## Proposal Costings

- Proposed increases to schedule reflected
- All individuals stepped on salary schedule both years
- Reflects increases to benefits such as LTD, FICA, PERA, that change as a result of changes in salary from steps
- Any changes to benefit contributions reflected
- New items requested are costed

		Hastings Public Schools HESA Staff				
				100.5%	100.5%	
		21-22	22-23	Year 1 Incr.	23-24	Year 2 Incr.
25	Employees					
40,958	Annual Hours					
<b>SALARIES</b>		<b>874,147</b>	<b>893,638</b>	<i>19,490</i>	<b>908,639</b>	<i>15,002</i>
<b>FICA</b>	0.0765	<b>66,872</b>	<b>68,363</b>	<i>1,491</i>	<b>69,511</b>	<i>1,148</i>
<b>PERA</b>	0.075	<b>65,561</b>	<b>67,023</b>	<i>1,462</i>	<b>68,148</b>	<i>1,125</i>
<b>SUBTOTAL</b>		<b>1,006,580</b>	<b>1,029,024</b>	<i>22,443</i>	<b>1,046,298</b>	<i>17,275</i>
				<i>2.23%</i>		<i>1.68%</i>
<b>FRINGE BENEFITS</b>						
	Health - 3% yr 2	<b>228,139</b>	<b>228,139</b>	-	<b>234,995</b>	<i>6,857</i>
	Dental	<b>11,052</b>	<b>11,052</b>	-	<b>11,052</b>	-
	Life	<b>1,878</b>	<b>1,878</b>	-	<b>1,878</b>	-
0.00385	LTD	<b>3,875</b>	<b>3,962</b>	<i>86</i>	<b>4,028</b>	<i>67</i>
	403B	<b>2,846</b>	<b>2,923</b>	<i>77</i>	<b>3,159</b>	<i>236</i>
<b>SUBTOTAL</b>		<b>247,790</b>	<b>247,953</b>	<i>164</i>	<b>255,113</b>	<i>7,159</i>
<b>GRAND TOTAL</b>		<b>1,254,370</b>	<b>1,276,977</b>	<i>22,607</i>	<b>1,301,411</b>	<i>24,434</i>
				<i>1.80%</i>		<i>1.91%</i>
						<i>3.72%</i>
						<b>47,041</b>

Remember:  
Language items have a potential cost



# COSTING INFORMATION

EMPLOYEE PERSPECTIVE			
			Total
Starting Pay (Base)	\$1.00		
<b>Year One</b>			
Year One Increase		\$1.00	\$2.00
<b>Year Two</b>			
Year Two Increase		\$1.00	\$3.00

ACTUAL COST TO DISTRICT			
			Total
Starting Pay (Base)	\$1.00		
<b>Year One</b>			
Year One Increase		\$1.00	\$2.00
<b>Year Two</b>			
Year One Increase		\$1.00	
Year Two Increase		\$1.00	\$4.00

# TEACHER SALARY SCHEDULE

Appendix A1 - 2021-2022 Salary Schedule

STEP	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	MA+60 Specialist
B	43,370	43,980	44,587	45,109	47,139	47,702	48,385	49,082	49,788
C	44,414	45,168	46,328	46,908	49,228	49,732	50,447	51,175	51,913
D	45,980	46,792	47,950	48,589	51,372	51,856	52,603	53,362	54,131
E	47,719	48,299	49,575	50,387	53,519	54,073	54,853	55,645	56,451
F	49,344	50,156	51,430	52,474	55,838	56,389	57,205	58,032	58,873
G	50,956	51,689	53,049	54,515	58,343	59,189	60,045	60,915	61,800
H	52,789	53,634	54,962	56,851	61,244	62,130	63,033	63,949	64,877
I	54,694	55,483	56,949	59,292	64,293	65,228	66,176	67,140	68,115
J	56,010	57,488	59,007	61,839	67,502	68,483	69,481	70,493	71,519
K	57,363	59,569	61,143	64,082	70,413	71,439	72,483	73,539	74,612
M	59,032	61,308	64,138	67,225	73,876	74,954	76,047	77,158	78,285
N	59,888	62,197	65,069	68,203	74,954	76,047	77,158	78,285	79,431
O	60,755	63,100	66,016	69,195	76,047	77,158	78,285	79,431	80,592

Longevity

o-1	-	-	-	69,195	76,047	77,158	78,285	79,431	80,592
o-2	-	-	-	69,195	76,047	77,158	78,285	79,431	80,592
o-4	-	-	-	69,195	76,047	77,158	78,285	79,431	80,592
P-L	-	-	-	71,837	78,424	79,521	80,869	82,118	83,770
p-1	-	-	-	71,837	78,424	79,521	80,869	82,118	83,770
p-2	-	-	-	71,837	78,424	79,521	80,869	82,118	83,770
p-3	-	-	-	71,837	78,424	79,521	80,869	82,118	83,770
Q-L	-	-	-	77,122	83,175	84,243	86,039	87,496	90,130

Appendix A2 - 2022-2023 Salary Schedule

STEP	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	MA+60 Specialist
B	44,237	44,859	45,479	46,011	48,081	48,656	49,353	50,063	50,784
C	45,302	46,071	47,254	47,846	50,212	50,727	51,456	52,198	52,951
D	46,899	47,728	48,909	49,561	52,399	52,893	53,655	54,429	55,214
E	48,674	49,265	50,566	51,395	54,589	55,155	55,950	56,757	57,580
F	50,331	51,159	52,458	53,524	56,955	57,517	58,349	59,192	60,050
G	51,975	52,723	54,110	55,606	59,510	60,373	61,246	62,133	63,036
H	53,845	54,707	56,062	57,988	62,469	63,372	64,294	65,228	66,175
I	55,788	56,593	58,088	60,477	65,579	66,532	67,500	68,483	69,477
J	57,130	58,638	60,187	63,076	68,852	69,852	70,871	71,903	72,949
K	58,510	60,761	62,365	65,364	71,822	72,868	73,932	75,009	76,104
M	60,213	62,534	65,421	68,569	75,354	76,453	77,568	78,701	79,851
N	61,086	63,441	66,371	69,567	76,453	77,568	78,701	79,851	81,019
O	61,970	64,362	67,336	70,579	77,568	78,701	79,851	81,019	82,203

Longevity

o-1	-	-	-	70,579	77,568	78,701	79,851	81,019	82,203
o-2	-	-	-	70,579	77,568	78,701	79,851	81,019	82,203
o-4	-	-	-	70,579	77,568	78,701	79,851	81,019	82,203
P-L	-	-	-	73,273	79,993	81,111	82,487	83,760	85,445
p-1	-	-	-	73,273	79,993	81,111	82,487	83,760	85,445
p-2	-	-	-	73,273	79,993	81,111	82,487	83,760	85,445
p-3	-	-	-	73,273	79,993	81,111	82,487	83,760	85,445
Q-L	-	-	-	78,665	84,838	85,928	87,759	89,246	91,932

## Annual Salary Increases

No increase to schedule:  
(Red to Red)

\$48,589 to \$50,387 = \$1,801

Increase to schedule:  
(Red to Green)

\$48,589 to \$51,395 = \$2,806

# NON-TEACHER SALARY SCHEDULE

## Appendix A-1 – Salary Schedule

2020-2021

Grade Step	12	11	10	9	8	7	6	5	4	3
2-Min	\$28.83	\$26.50	\$24.08	\$22.05	\$20.10	\$18.52	\$17.04	\$15.66	\$14.34	\$13.23
3	\$29.71	\$27.23	\$24.73	\$22.65	\$20.61	\$18.93	\$17.40	\$15.98	\$14.68	\$13.51
4	\$30.58	\$27.95	\$25.41	\$23.20	\$21.12	\$19.37	\$17.80	\$16.33	\$14.97	\$13.82
5	\$31.45	\$28.70	\$26.08	\$23.78	\$21.64	\$19.80	\$18.18	\$16.67	\$15.28	\$14.08
6	\$32.31	\$29.43	\$26.72	\$24.34	\$22.14	\$20.19	\$18.54	\$17.04	\$15.64	\$14.37
7-Mid	\$33.29	\$30.15	\$27.38	\$24.93	\$22.68	\$20.63	\$18.93	\$17.37	\$15.93	\$14.69
8	\$34.16	\$30.91	\$28.05	\$25.49	\$23.17	\$21.05	\$19.32	\$17.72	\$16.24	\$14.95
9	\$35.03	\$31.65	\$28.72	\$26.07	\$23.70	\$21.46	\$19.68	\$18.07	\$16.55	\$15.24
10	\$35.91	\$32.38	\$29.39	\$26.61	\$24.21	\$21.91	\$20.09	\$18.42	\$16.89	\$15.53
11	\$36.78	\$33.12	\$30.03	\$27.20	\$24.73	\$22.32	\$20.47	\$18.76	\$17.18	\$15.84
12	\$37.64	\$33.86	\$30.71	\$27.77	\$25.24	\$22.76	\$20.85	\$19.13	\$17.51	\$16.10
13-1 Max	\$38.41	\$34.58	\$31.39	\$28.34	\$25.76	\$23.18	\$21.42	\$19.46	\$17.84	\$16.41

### Longevity

13-2	\$38.41	\$34.58	\$31.39	\$28.34	\$25.76	\$23.18	\$21.42	\$19.46	\$17.84	\$16.41
13-3	\$38.41	\$34.58	\$31.39	\$28.34	\$25.76	\$23.18	\$21.42	\$19.46	\$17.84	\$16.41
13-4	\$39.66	\$35.83	\$32.64	\$29.34	\$26.76	\$24.18	\$22.42	\$20.21	\$18.59	\$17.16
13-5	\$39.66	\$35.83	\$32.64	\$29.34	\$26.76	\$24.18	\$22.42	\$20.21	\$18.59	\$17.16
13-6	\$39.66	\$35.83	\$32.64	\$29.34	\$26.76	\$24.18	\$22.42	\$20.21	\$18.59	\$17.16
13-7	\$39.66	\$35.83	\$32.64	\$29.34	\$26.76	\$24.18	\$22.42	\$20.21	\$18.59	\$17.16
13-8	\$39.66	\$35.83	\$32.64	\$29.34	\$26.76	\$24.18	\$22.42	\$20.21	\$18.59	\$17.16
13-9	\$40.91	\$37.08	\$33.89	\$30.34	\$27.76	\$25.18	\$23.42	\$20.96	\$19.34	\$17.91

### Salary Increase

No increase to schedule:  
(Red to Red)

\$15.98 to \$16.33 = \$.35 / hr

## Appendix A-1 – Salary Schedule

2021-2022

Grade Step	12	11	10	9	8	7	6	5	4	3
3-Min	\$30.45	\$27.91	\$25.35	\$23.22	\$21.13	\$19.40	\$17.84	\$16.38	\$15.05	\$13.85
4	\$31.34	\$28.65	\$26.05	\$23.78	\$21.65	\$19.85	\$18.25	\$16.74	\$15.34	\$14.17
5	\$32.24	\$29.42	\$26.73	\$24.37	\$22.18	\$20.30	\$18.63	\$17.09	\$15.66	\$14.43
6	\$33.12	\$30.17	\$27.39	\$24.95	\$22.69	\$20.69	\$19.00	\$17.47	\$16.03	\$14.73
7-Mid	\$34.12	\$30.90	\$28.06	\$25.55	\$23.25	\$21.15	\$19.40	\$17.80	\$16.33	\$15.06
8	\$35.01	\$31.68	\$28.75	\$26.13	\$23.75	\$21.58	\$19.80	\$18.16	\$16.65	\$15.32
9	\$35.91	\$32.44	\$29.44	\$26.72	\$24.29	\$22.00	\$20.17	\$18.52	\$16.96	\$15.62
10	\$36.81	\$33.19	\$30.12	\$27.28	\$24.82	\$22.46	\$20.59	\$18.88	\$17.31	\$15.92
11	\$37.70	\$33.95	\$30.78	\$27.88	\$25.35	\$22.88	\$20.98	\$19.23	\$17.61	\$16.24
12	\$38.58	\$34.71	\$31.48	\$28.46	\$25.87	\$23.33	\$21.37	\$19.61	\$17.95	\$16.50
13-1 Max	\$39.37	\$35.44	\$32.17	\$29.05	\$26.40	\$23.76	\$21.96	\$19.95	\$18.29	\$16.82

### Longevity

13-2	\$39.37	\$35.44	\$32.17	\$29.05	\$26.40	\$23.76	\$21.96	\$19.95	\$18.29	\$16.82
13-3	\$39.37	\$35.44	\$32.17	\$29.05	\$26.40	\$23.76	\$21.96	\$19.95	\$18.29	\$16.82
13-4	\$40.62	\$36.69	\$33.42	\$30.05	\$27.40	\$24.76	\$22.96	\$20.70	\$19.04	\$17.57
13-5	\$40.62	\$36.69	\$33.42	\$30.05	\$27.40	\$24.76	\$22.96	\$20.70	\$19.04	\$17.57
13-6	\$40.62	\$36.69	\$33.42	\$30.05	\$27.40	\$24.76	\$22.96	\$20.70	\$19.04	\$17.57
13-7	\$40.62	\$36.69	\$33.42	\$30.05	\$27.40	\$24.76	\$22.96	\$20.70	\$19.04	\$17.57
13-8	\$40.62	\$36.69	\$33.42	\$30.05	\$27.40	\$24.76	\$22.96	\$20.70	\$19.04	\$17.57
13-9	\$41.87	\$37.94	\$34.67	\$31.05	\$28.40	\$25.76	\$23.96	\$21.45	\$19.79	\$18.32

### Salary Increase

Increase to schedule:  
(Red to Green)

\$15.98 to \$16.74 = \$.76 / hr

# CONTRACTS 101

**QUESTIONS?**





**206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS  
ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY  
CONSIDERATIONS**

**I. PURPOSE**

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public discussion as well as to protect the due process and privacy rights of individuals under the law.

**II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school board is to encourage discussion by persons of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free discussion by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

**III. DEFINITIONS**

- A. "Personnel data" means government data on individuals maintained because they are or were employees of the school district, applicants for employment, or volunteers or independent contractors for the school district, or members of or applicants for an advisory board or commission. Personnel data include data submitted to the school district by an employee as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations. An employee who is identified in a suggestion shall have access to all data in the suggestion except the identity of the employee making the suggestion.
- B. Personnel data on current and former employees that is "public" includes:  
  
Name; employee identification number, which must not be the employee's social

security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

- C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

- D. "Educational data" means data maintained by the school district which relates to a student.
- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.
- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multi member agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public

body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

#### **IV. RIGHTS TO PRIVACY**

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
  - 1. Right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
  - 2. Right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
  - 3. Right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
  - 4. Right to a private hearing for licensed or non-licensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
  - 1. Right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
  - 2. Right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
  - 3. Right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. Ch. 260E(Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

#### **V. THE PUBLIC'S OPPORTUNITY TO BE HEARD**

The school board will strive to give all persons an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to

the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

## **VI. PROCEDURES FOR REQUESTING TO ADDRESS BOARD**

### **A. School Board Listening Sessions**

1. There will be at least two school board members available fifteen minutes prior to the start of each Regular Board Meeting. This time is for citizens who wish to address the board regarding a subject that is or is not on the Regular Board Agenda. A maximum of five speakers will be allowed during each listening session. The school board will not engage in discussion or provide responses during this time, however may respond at a later time and/or direct administration to provide a response.
2. To be recognized, citizens must sign up on the listening session document no later than 5:40 pm, on the day of the corresponding board meeting. Speakers must provide, on the document, their name, address, topic to which they are speaking, and their relationship to the district. Speakers may provide email addresses and phone numbers, if they choose.
3. In order to speak, the citizen must meet one of the following connections to the district: Resident of the district, family member/guardian of a student in the district, or local taxpayer of the district.
4. The school board will recognize one speaker at a time, and will rule out of order other speakers who are not recognized. Only those speakers recognized by the school board will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, school board, or the proceedings may be directed to leave.
5. The school board retains the discretion to limit each speaker to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
6. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
7. The school board shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
8. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege

to address the school board.

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

#### B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

#### C. No Board Action at Same Meeting

Except as determined by the school board to be necessary or in an emergency, the school board will not take action at the same meeting on an item raised for the first time by the public.

### **VI. PENALTIES FOR VIOLATION OF DATA PRIVACY**

- A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

***Legal References:*** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) Minn. Stat. § 13.43 (Personnel Data)  
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)  
Minn. Stat. § 13D.05 (Open Meeting Law)  
Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)  
Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing) Minn. Stat. § 122A.44 (Contracting with Teachers)  
Minn. Stat. § 123B.02, Subd. 14 (Employees; Contracts for Services)  
Minn. Stat. § 123B.143, Subd. 2 (Disclose Past Buyouts or Contract is Void)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
Minn. Stat. Ch. 260E(Reporting of Maltreatment of Minors)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act) Minn. Op. Atty. Gen. 852 (July 14, 2006)

***Cross References:*** MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)  
MSBA/MASA Model Policy 207 (Public Hearings)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA Service Manual, Chapter 13, School Law Bulletin “C” (Minnesota’s Open Meeting Law)  
MSBA Service Manual, Chapter 13, School Law Bulletin “I” (School Records – Privacy – Access to Data)

*Policy Reviewed:* 02.08.2022

*Policy Adopted:* 08.25.2021

*Policy Revised:* 02.23.2022



## **208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES**

### **I. PURPOSE**

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

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

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient, and consistent manner. A set of written policy statements shall be maintained and modified as needed. Policies should define the desire and intent of the school board and should be in a form which is sufficiently explicit to guide administrative action.

### **III. DEVELOPMENT OF POLICY**

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

### **IV. ADOPTION OF POLICY**

- A. The school board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two school board meetings. The proposals shall be distributed and public comment will be allowed at both meetings prior to final school board action. The Board may vote after the second policy reading.
- B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board at a subsequent meeting after the meetings at

which public input was received. The policy will be effective on the latter of the date of passage or the date stated in the motion.

- C. In an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The emergency policy shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency situation.
- D. If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

## **V. IMPLEMENTATION OF POLICY**

- A. The superintendent shall be responsible for implementing school board policies, other than the policies that cover how the school board will operate. The superintendent shall develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval by the school board.
- B. All School Board policies will be posted on the official district website. Each school board member shall have access to this policy manual. A copy shall be placed in the office of each school attendance center. A physical copy of the policy manual will be maintained at the District Office and made available for reference purposes to other interested persons.
- C. The superintendent, employees designated by the superintendent, and individual school board members shall be responsible for keeping policies current.
- D. The school board shall review policies at least once every three years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one third of the policies annually. In addition, the school board shall review the following policies annually: 410 Family and Medical Leave Policy; 413 Harassment and Violence; 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse; 415 Mandated Reporting of Maltreatment of Vulnerable Adults; 506 Student Discipline; 514 Bullying Prohibition Policy; 522 Student Sex Nondiscrimination; 524 Internet Acceptable Use and Safety Policy; 616 School District System Accountability; and 806 Crisis Management Policy.
- E. When no school board policy exists to provide guidance on a matter, the

superintendent is authorized to act appropriately under the circumstances keeping in mind the mission, educational philosophy, and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for approval.

***Legal References:*** Minn. Stat. § 123B.02, Subd. 1 (School District Powers)  
Minn. Stat. § 123B.09, Subd. 1 (School Board Powers)

***Cross References:*** MSBA/MASA Model Policy 305 (Policy Implementation)

*Policy Reviewed:* 02.23.2022

*Policy Adopted:* 08.26.2020

*Policy Revised:* 02.23.2022