

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between Plaintiffs Education Minnesota St. Francis, Local 1933, G.S. (by and through his parents and next friends, Michael Stoffel and Alicia Stoffel), S.F., M.F., and H.F. (by and through their parents and next friends, Ryan Fiereck and Kristen Fiereck), O.M., L.M., and N.W. (by and through their parent and next friend, Sarah Meier), and N.E. (by and through his parent and next friend, Shannon Esboldt) (collectively "Plaintiffs") and Defendant Independent School District No. 15, St. Francis Public Schools ("School District"). Plaintiffs and Defendant are collectively referred to as the Parties and individually as Party.

WHEREAS, Plaintiffs initiated a lawsuit against the School District in the Anoka County District Court, with Court File No. 02-CV-25-2062 ("Lawsuit"); and

WHEREAS, the Parties mutually desire to settle the dispute between them and to avoid any further litigation concerning the claims that have been, or that could have been, asserted in the aforementioned Lawsuit.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained herein, the relinquishment of certain legal rights, and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1. Amendment of District Policy 606.5 and Related Administrative Procedures.** The School District agrees to amend District Policy 606.5 and the related Administrative Procedures, as shown in Exhibits A and B. Except as such amendments relate to intervening changes in applicable state or federal law or revisions to the applicable MSBA Model Policy, the School District agrees that it will not amend Policy 606.5 as set forth in Exhibit A for a period of three (3) calendar years.
- 2. Restoration of Library Materials Removed Under Current District Policy 606.5.** The School District agrees to restore any library materials that were removed from the School District's library collection or classroom libraries under the current version of District Policy 606.5.
- 3. Payment of Mediator.** The School District shall pay the costs of the mediator.
- 4. Dismissal With Prejudice.** In exchange for the School District's actions as set forth in Paragraphs 1-3 of this Agreement, and other valuable consideration, the sufficiency of which is hereby acknowledged, Plaintiffs agree to fully dismiss the above-referenced Lawsuit with prejudice and without costs. The Parties agree to prepare a Stipulation of Dismissal to be signed by the Parties and to be filed by the

Parties along with a corresponding proposed order within five (5) days of the full execution of this Agreement.

5. **No Claim to Compensation.** No Party is entitled to any claim whatsoever to compensation, benefits, or payments of any nature from the other Parties.
6. **Responsibility for Costs.** Each Party shall be responsible for its own costs, expenses, and attorneys' fees associated with this litigation and the above-named Lawsuit.
7. **Release of All Claims.** Plaintiffs agree to release and forever discharge the School District, its current and former School Board members, officers, employees, agents, representatives, insurers, attorneys, and other affiliates, from any and all action, causes of action, liability, claims and demands whatsoever, that now exist as a consequence or by reason of the claims asserted in the above-referenced lawsuit. Plaintiffs understand and agree that by signing this Agreement they are waiving and releasing any and all claims, complaints, causes of action, and demands of any kind that are based on or arise under any federal or state statute, regulation, rule, or common law that now exist as a consequence or by reason of the claims asserted in the above-referenced lawsuit. These releases do not include any future claims arising from any rights or claims that are based solely on events that occur after the Parties sign this Agreement, or any right to institute legal action for the purpose of enforcing this Agreement.
8. **No Wrongdoing.** The Parties expressly understand and agree that this Agreement is made in compromise of disputed claims, and it is not to be construed as an admission of liability or wrongdoing by or on behalf of the School District, or any other party identified in interest with the School District. Defendants expressly deny all liability and assert that they have complied with all applicable laws relating to Plaintiffs and the subject matter of the Lawsuit.
9. **Voluntary Agreement.** The Parties acknowledge that no person has exerted undue pressure on them to sign this Agreement. Each Party is voluntarily choosing to enter into this Agreement because of the benefits that are provided under this Agreement.
10. **Choice of Law, Forum, and Severability.** This Agreement is governed by the laws of the State of Minnesota regardless of Plaintiffs' domicile or status as a resident of Minnesota or any other state. The Parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If a court determines that any part of this Agreement is unlawful or unenforceable, the remaining portions of the Agreement will remain in full force and effect.

- 11. Equal Drafting.** In the event any Party asserts that a provision of this Agreement is ambiguous, the Agreement must be construed to have been drafted equally by the Parties.
- 12. Entire Agreement and No Oral Modification.** This Agreement constitutes the entire agreement between the Parties relating to this matter. No Party has relied on any statements, promises, or representations that are not stated in this Agreement. No changes to this Agreement are valid unless they are in writing and signed by all Parties.
- 13. Effective Date.** The Effective Date of this Agreement shall be the date on which it is fully executed by the Parties. The Agreement will not be deemed to have been “fully executed” by the School District until it has been approved by official action of the School Board. If the School Board votes not to approve this Agreement, it will be null and void in its entirety.
- 14. Signatures.** This Agreement may be signed in counterparts, and a copy of this Agreement will have the same legal effect as the original.

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the dates shown below. By signing below, each Party specifically acknowledges that it has read this Agreement, that it has been advised to review the terms of this Agreement with legal counsel, and that it understands and voluntarily agrees to be legally bound by all terms of the Agreement.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

**SCHOOL DISTRICT**

Date: 6/9/2025



Nathan Burr  
School Board Chair  
On Behalf of ISD 15

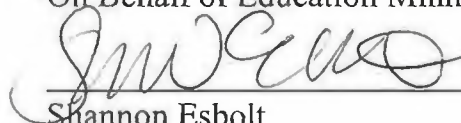
**PLAINTIFFS**

Date: 6/9/2025



Ryan Fiereck  
On Behalf of Education Minnesota St. Francis

Date: 6/9/2025



Shannon Esbolt  
On Behalf of Education Minnesota St. Francis

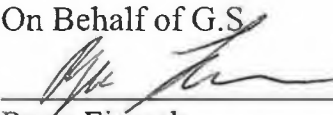
Date: \_\_\_\_\_

Michael Stoffel  
On Behalf of G.S.

Date: \_\_\_\_\_

Alicia Stoffel  
On Behalf of G.S.

Date: 6/9/2025



Ryan Fiereck  
On Behalf of S.F., M.F., and H.F.

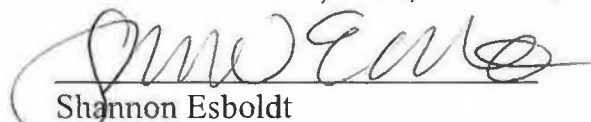
Date: \_\_\_\_\_

Kristen Fiereck  
On Behalf of S.F., M.F., and H.F.

Date: \_\_\_\_\_

Sarah Meier  
On Behalf of O.M., L.M., and N.M.

Date: 6/9/2025



Shannon Esboldt  
On Behalf of N.E.

**EXHIBIT A:**

# Independent School District 15

## Saint Francis Area Schools

### **606.5 LIBRARY MATERIALS**

#### **I. PURPOSE**

The purpose of this policy is to provide direction and to delegate responsibility for selection and reconsideration of library materials.

#### **II. GENERAL STATEMENT OF PURPOSE**

The school board recognizes that library materials serve as a vital component of a student's education by enriching the breadth of the curriculum as a whole and meeting the needs and interests of individual students. The purpose of library materials is to meet the needs of all students. Therefore, questions regarding selection and reconsideration of library materials should be handled differently than those concerning textbooks and instructional materials.

To ensure that library materials fulfill this role, the school board delegates to the superintendent or the superintendent's designee responsibility for administering a process for selection of library materials. Responsibility for selection shall rest with professionally trained school district staff, with recognition that the school board has the final authority on selection of library materials. Parents and guardians have the right and the responsibility to determine their children's access to library materials.

#### **III. DEFINITIONS**

- A. "Library" is the school district resource that holds the library collection that serves the information and independent reading needs of students and supports the curriculum needs of teachers and staff. The term "library" includes a school library media center. The term also includes access to electronic materials.

For school districts with multiple school buildings, the term "library" refers to the resource within a specific school building.

Minnesota Statutes, section 124D.991, states that a school district or charter school library or school library media center provides equitable and free access to students, teachers, and administrators and that a school library or school library media center must have the following characteristics:

1. ensures every student has equitable access to resources and is able to locate, access, and use resources that are organized and cataloged;
2. has a collection development plan that includes but is not limited to materials selection and deselection, a challenged materials procedure, and an intellectual and academic freedom statement;
3. is housed in a central location that provides an environment for expanded learning and supports a variety of student interests;
4. has technology and Internet access; and
5. is served by a licensed school library media specialist or licensed school librarian.

- B. "Library collection" consists of the library materials made available to students.
- C. "Library materials" are the books, periodicals, newspapers, manuscripts, films, prints, documents, videotapes, subscription content, electronic and digital materials (including e-books, audiobooks, and databases), and related items made available to students in a school building or through access to electronic materials. This term does not include materials made available to students as part of the curriculum.
- D. "Library media specialist" is a teacher holding a Library Media Specialist teaching license issued by the Professional Educator Licensing and Standards Boards and who is trained to deliver library services to students and staff in a library. A library media specialist is authorized under Minnesota Rules to provide to students in kindergarten through grade 12 instruction that is designed to provide information and technology literacy skills instruction, to lead, collaborate, and consult with other classroom teachers for the purpose of integrating information and technology literacy skills with content teaching, and to administer media center operations, programming, and resources.

#### **IV. RESPONSIBILITY FOR SELECTION OF LIBRARY MATERIALS**

- A. The school board recognizes the expertise of the school district's professional staff and the vital need of such staff to be responsible for selection of library materials.
- B. While recommendations by administrators, faculty members, students, parents, and other community members may be considered, the final responsibility for selection of library materials shall rest with the library media specialist.
- C. The procedures for selection and reconsideration set forth in this policy will be administered by:
  - 1. a licensed library media specialist under Minnesota Rules, part 8710.4550;
  - 2. an individual with a master's degree in library science or library and information science; or
  - 3. a professional librarian or a person trained in library collection management.
- D. The school board may decline to purchase, lend, or shelve or remove access to library materials legitimately based on:
  - 1. practical reasons, including but not limited to shelf space limitations, rare or antiquarian status, damage, or obsolescence;
  - 2. legitimate pedagogical concerns, including but not limited to the appropriateness of potentially sensitive topics for the library's intended audience, the selection of library materials for a curated collection, or the likelihood of causing a material and substantial disruption of the work and discipline of the school; or
  - 3. compliance with state or federal law.

#### **V. SELECTION OF LIBRARY MATERIALS**

- A. Selection Criteria: The library materials selection process should result in a library collection that, when considered as a whole, is consistent with the following criteria:

1. Library materials shall support and be consistent with the general educational goals of the state and the district and the aims and objectives of individual schools and specific courses;
  2. Library materials shall be chosen to enrich and support the curriculum as well as to promote reading for pleasure by responding to the personal needs and interests of student users;
  3. Library materials shall not be excluded because of the race, nationality, religion, sex, gender, or political views of the writer;
  4. Library materials shall be appropriate to and reflect the needs, ages, maturity level, emotional development, ability levels, learning styles, social development, background, diversity, and needs and interests of the students for whom the materials were selected;
  5. Library materials shall meet high standards of quality in one or more of these categories (presented alphabetically):
    - a. Artistic quality and/or literary style;
    - b. Authenticity;
    - c. Critical thinking;
    - d. Educational significance;
    - e. Factual content;
    - f. High interest for intended audience; and
    - g. Readability.
  6. The selection of library materials shall conform to the constraints of the school district budget.
- B. The library media specialist shall consult sources and specialists experienced in library materials collections appropriate for the building's students and that are reputable, experienced, unbiased, and professionally trained in school library materials.
- C. The superintendent or the superintendent's designee shall be responsible for keeping the school board informed of progress on review and selection of each building's library materials.
- D. Library materials that are outdated, inaccurate, no longer useful for curricular support or reading enrichment, or have not been utilized for an extended period of time may be removed. Library materials that are in poor physical condition may be removed or replaced as determined by the library media specialist or the principal.
- E. Gifts and Donations of Library Materials
- Materials offered for donation or gifted to a school library may be accepted if they comply with the library collection selection criteria and approved by the library media specialist. The school district's libraries welcome donations of books and other resource materials



from individuals and organizations, but also reserve the right to decline to accept library materials that do not meet the criteria for selection. In addition, financial donations to benefit school district's libraries will be accepted with the understanding that funds will be used to purchase materials that are needed for libraries based on the needs of the individual schools.

## **VI. INDIVIDUAL STUDENT ACCESS TO SPECIFIC LIBRARY MATERIAL**

A parent or guardian may request that access to specific material in the library materials collection be restricted from their student. The school shall take reasonable steps to fulfill this request. This type of request will not result in removal of specific library collection material from the library or restrictions upon any other student accessing specific library materials.

## **VII. RECONSIDERATION OF SPECIFIC LIBRARY MATERIAL**

- A. The school board seeks to uphold students' access to library materials that meet the educational goals and selection criteria set forth in this policy.
- B. A school district employee, student, or a parent or guardian of a school district student may request reconsideration of specific library material on the basis of appropriateness. Access to the material in question shall not be restricted until the procedures listed below have been fully completed and a decision to remove or restrict the materials has been made.
- C. Informal Request for Reconsideration of Specific Library Material
  - 1. Requests for reconsideration of specific library material shall be directed to the library media specialist and the building principal. The building principal and the library media specialist shall assume responsibility for processing the request on an informal basis.
  - 2. The building principal and/or the library media specialist shall provide an explanation to the individual who submitted the request. The explanation shall include the particular selection criteria that the material in question met in order to be included in the library as curriculum support or as an independent reading choice for students in the building.
  - 3. If the request is not resolved informally, the principal shall submit a report on the matter to the superintendent or the superintendent's designee. The requestor will have an option to initiate a Formal Request for Reconsideration.
- D. Formal Request for Reconsideration of Specific Library Collection Material
  - 1. A Formal Request for Reconsideration of specific library material is initiated upon submission of a completed *Formal Request for Reconsideration of Specific Library Collection Material* form. The form must be completed in its entirety for each work that is subject to a request for reconsideration. The principal shall notify the superintendent or the superintendent's designee and the library media specialist of receipt of a completed Formal Request form.

If specific library material is the subject of a Formal Request for Reconsideration and a final decision is made to retain the specific library material, then the specific library material shall not be subject to additional requests for reconsideration for three years following the date of final resolution of the initial Formal Request for Reconsideration.

2. On an annual basis, the Superintendent or the superintendent's designee shall appoint a Library Materials Review Committee (Review Committee). This committee shall include:
  - a. One member of the school district administration
  - b. One principal
  - c. Two teachers
  - d. One library media specialist (or district media specialist or public librarian if the school district does not have a library media specialist)
  - e. Two members of the school district community with no direct connection with the request for reconsideration
  - f. Two student representatives (as appropriate to the specific request).
3. The Review Committee shall establish a date upon which it will discuss the request and whether the specific library collection material conforms to the selection criteria set forth in this policy. A super-majority of the Review Committee is required to remove a specific library material.
4. The Review Committee
  - a. may consult individuals, organizations, and other resources with relevant professional knowledge on school library material;
  - b. shall examine the specific library material as a whole;
  - c. shall examine the specific library material as to its conformance with the criteria for selection of library materials; and
  - d. shall submit a written report to the superintendent or the superintendent's designee containing the Review Committee's decision on whether to retain, to remove, or to take other action regarding the specific library material.
5. The superintendent or the superintendent's designee shall inform the requestor and the school board of the Review Committee's decision. The requestor may appeal the Review Committee's decision to the superintendent or the superintendent's designee by submitting a written appeal to the superintendent or the superintendent's designee within fourteen (14) days of submission of the Review Committee's decision to the requestor. The superintendent or the superintendent's designee shall provide a written decision on a requestor's appeal within a reasonable time period.
6. The requestor shall have the right to appeal the decision of the superintendent or the superintendent's designee to the school board. In the event that the school board makes a decision on appeal that is inconsistent with the superintendent or superintendent's designee, the school board shall document in writing how the decision is supported by the selection criteria listed in Section V. The school board's written decision must be presented and acted upon at a regular meeting of the school board. The school board must provide public

notice of the agenda item and the associated finding no less than three (3) days prior to the meeting.

#### **VIII. CHALLENGE REPORT**

Upon the completion of a content challenge or reconsideration process in accordance with this policy, the school board must submit a report of the challenge to the Commissioner of the Minnesota Department of Education that includes:

- A. the title, author, and other relevant identifying information about the material being challenged;
- B. the date, time, and location of any public hearing held on the challenge in question, including minutes or transcripts;
- C. the result of the challenge or reconsideration request; and
- D. accurate and timely information on who from the school district the Department of Education may contact with questions or follow-up.

#### **IX. PROHIBITION ON RETALIATION**

The school district may not discriminate against or discipline an employee for complying with Minnesota Statutes, section 134.51.

**Legal References:** Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)  
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)  
Minn. Stat. § 123B.09 (School Board Responsibilities)  
Minn. Stat. § 124D.991 (Public School Libraries and Media Centers)  
Minn. Stat. § 134.51 (Access to Library Materials and Rights Protected)  
Minn. Rules Part 8710.4550 (Library Media Specialists)  
*Bd. of Educ., Island Trees Union Free Sch. Dist. No. 26 v. Pico*, 457 U.S. 853 (1982)  
*Virginia State Bd. of Educ. v. Barnette*, 319 U.S. 624, 642 (1943)

**Cross References:** MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)

**Revised:**

**School Board  
Independent School District 15  
Saint Francis, Minnesota**

**EXHIBIT B:**





## **St. Francis Area Schools** **Procedures Related to Policy 606.5: Library Materials**

*Administrative Approval on TBD. Subject to Change.*

### **PURPOSE**

This document outlines procedures related to Policy 606.5: Library Materials. If there is a conflict with Policy 606.5, the policy takes precedence.

### **EXPECTATIONS**

#### *Procedures for Selection of Materials*

Vendors specializing in media resource materials for K-12 schools will generally be used, but other vendors may be used, too, such as Birchbark Books for Native American stories and topics.

The following factors are used to help select library materials. Resources donated to schools must also be reviewed before acceptance.

- High standards of quality in one or more of the following as outlined in Policy 606.5.V.:
  - Artistic quality and/or literary style;
  - Authenticity;
  - Critical thinking;
  - Educational significance;
  - Factual content;
  - High interest for intended audience; and
  - Readability
- Supports education goals;
- Enhances learning and enjoyment;
- Not discriminatory (race, nationality, religion, sex, gender, or political views of the writer);
- Age and needs appropriate;
- Budget consideration;
- Easy to read and understand for the age of students.

Work that is "pornographic" as defined in M.S. 617.246 and/or "obscene" as defined in M.S. 617.241 is not allowed. Further, books must meet specific content rating rules based on the Book Looks system:

- Only books rated 0-2 can be purchased or accepted as a donation.
- Books rated 3-5 cannot be purchased or accepted as a donation.
- If a book is not listed in Book Looks, other tools should be used to determine if it is age appropriate.



Systems that may be used to determine age/grade ranges:

Titlewave <a href="https://www.titlewave.com/">https://www.titlewave.com/</a>	Sponsored by the Destiny Library Management System
Mackin <a href="https://search.mackin.com/">https://search.mackin.com/</a>	An alternative library management system used by the Minnesota eLibrary network
Booklist <a href="https://www.booklistonline.com/">https://www.booklistonline.com/</a>	Sponsored by the American Library Association. Publishes reviews of childrens and young adult books for librarians and educators.
Common Sense Media <a href="https://www.commonsensemedia.org/">https://www.commonsensemedia.org/</a>	Reviews books with a focus on age appropriate content and educational value.
Kirkus Review <a href="https://www.kirkusreviews.com/">https://www.kirkusreviews.com/</a>	Offers independent book reviews for children and teens, including starred reviews for outstanding books.
Publishers Weekly <a href="https://www.publishersweekly.com/">https://www.publishersweekly.com/</a>	Provides industry news and reviews of children and young adult literature.
School Library Journal (SLJ) <a href="https://www.slj.com/">https://www.slj.com/</a>	A leading publication for librarians that provides book reviews and commentary on books for children.
The Horn Book Magazine <a href="https://www.hbook.com/">https://www.hbook.com/</a>	One of the oldest and most respected sources in reviews and commentary on books for children.
Cooperative Children's Book Center <a href="https://ccbc.education.wisc.edu/">https://ccbc.education.wisc.edu/</a>	
Amazon <a href="https://www.amazon.com">Amazon.com</a>	Online retailer.

The following age and grade ranges provide guidance when making selections:

	Grade Range	Age Range
Elementary Schools	Grade range includes grade 5 such as middle grade books for grades 3-6, 5+, K-3, 5-8.	Age range includes 10-year olds such as middle grade for ages 8-11, 10+, 6-8, 10-12.
Middle School	Grade range includes grade 8 such as young adult books for grades 7-12, 8+, 5-8, 8-12.	Age range includes 13-year olds such as young adult books for ages 12-18, 13+, 10-12, 10-14
High School	Grade range includes grade 12 such as young adult books for grades 7-12, 12+, 9-12.	Age range includes 17-year olds such as young adult books for ages 12-18, 17+, 14-18.

#### Procedures for Reviewing Current Resources

As time permits, the Media Specialist and/or Media Aide will review what library resources are not compliant with selection standards, outdated, rarely checked out, inaccurate, no longer useful for curricular support or reading enrichment, in poor physical condition, and/or outside of the grade/age ranges. After review by the Media Specialist and/or building principal, these resources may be moved to another media center, donated to a used book store or public library, removed from general circulation, or discarded.

#### Procedures for Limiting Access to Resources in a Particular School

Each building may develop procedures to further limit access to media center resources. For example, books in the middle school library may be separated into 6th grade and 7th/8th grade areas if approved by the Media Specialist and/or principal.

#### Procedures for Individual Student Access to Specific Library Materials

A parent or guardian may request that access to specific library materials be restricted from their student by emailing the Media Specialist, principal, and/or Media Aide.

- At the elementary level, the Media Specialist and/or principal will also notify the child's classroom teacher and special education case manager.
- Specific titles will be entered into the "Notes" section of the Destiny media platform.
- Students with restricted access must check out with the Media Specialist or Media Aide instead of using self check-out stations.

Students must obtain prior written permission from their parents if they want to check-out materials in a different school and are above their age/grade range.

#### Procedures for Removing Library Materials

When a decision is made to remove library materials after an informal request or formal challenge, the Media Specialist will ensure the materials are:

- physically moved out of the media center;
- moved to another media center, donated to a used book store or public library, removed from general circulation, or discarded; and
- removed from the Destiny software system.

The Media Specialist will contact the Superintendent when completed, and the Superintendent will [report](#) the challenge to the State of Minnesota as required by law.

#### Potential Enhancements

~~The district is exploring potential enhancements to the check-out process:~~

- ~~• The possibility of notifying parents whenever students check out resources.~~
- ~~• The possibility of issuing log-in information to parents so they can monitor the check-out history for their children.~~
- ~~• The possibility of flagging books using specified criteria so parents must give prior permission before children can check them out.~~



