

Business Meeting

Tuesday, July 15, 2025 7:30 PM

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

A. Call to Order, Pledge of Allegiance	Presenter: Board Chair
B. Oath of Office / Welcome Sara and Malik	Presenter: Board Chair
C. Approval of Agenda with Suggested Motions and Resolutions	Presenter: Board Chair
C.1. Suggested Motions and Resolutions	
D. Superintendent Report	
E. Business Action Items	
E.1. RESOLUTION: Approval of the Long Term Facilities Maintenance Plan	Presenter: Rochelle Cox
E.2. RESOLUTION: Long Term Facilities Maintenance Plan for NE Metro 916	Presenter: Rochelle Cox
E.3. Community Education Employment Agreement 2025-2027	Presenter: Superintendent Brenda Lewis
E.4. Clerical Master Agreement 2025-2027	Presenter: Superintendent Brenda Lewis
E.5. MSBA Policy Changes - Legislative Changes / One Reading Needed	
E.5.a. Policy 413 Harassment and Violence	
E.5.b. Policy 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse	
E.5.c. Policy 418 Drug-free Workplace/Drug-free School	
E.5.d. Policy 501 School Weapons Policy	
E.5.e. Policy 503 Student Attendance	
E.5.f. Policy 512 School Sponsored Student Publications and Activities	
E.5.g. Policy 515 Protection and Privacy of Student Records	
E.5.h. Policy 516 Student Medication and Telehealth	
E.5.i. Policy 534 School Meals Policy	
E.5.j. Policy 621 Literacy and the Read Act	
E.5.k. Policy 704 Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System	
E.5.l. Policy 707 Transportation of Public School Students	
E.5.m. Policy 709 Student Transportation Safety	

E.5.n. Policy 802 Disposition of Obsolete
Equipment and Material

E.5.o. Policy 806 Crisis Management

F. Consent Agenda

Presenter: Board
Chair

F.1. Minutes of the School Board Business Meeting
and Work Session Held on June 17, 2025

F.2. Monthly Financial Reports

F.3. New Contracts, Amendments, Leaves of Absence,
Terminations, Resignations, and Retirements

G. Important Future School Board Dates

Presenter: Board
Chair

G.1. Hall of Fame Banquet
Thursday, July 24 5:00 PM
Forgotten Star Brewing Co.

G.2. Football Golf Tournament
Friday, July 25 1:00 PM
Greenhaven Golf Course

G.3. Fridley Community Theatre Presents: Hairspray
July 25, 26, 31 and August 1 at 7pm
August 2 at 2pm
District Auditorium

G.4. Remember When Run
July 26 at 9:00 AM
Locke County Park

G.5. Fridley Public Schools Board Meeting
August 19
Work Session, 5:30 PM
Open Forum, 7:00 PM
Business Meeting, 7:30 PM
Fridley Community Center

H. Adjournment

Presenter: Board
Chair

Tuesday, July 15, 2025
School Board Business Meeting
Motions

A. Call to Order, Pledge of Allegiance

B. Oath of Office / Welcome to Sara and Malik

C. Approval of Agenda with Suggested Motions and Resolutions

a. Suggested Motions and Resolutions

Suggested Motion: Motion by _____, seconded by _____ to approve the agenda for July 17, 2025.

D. Superintendent Report

E. Business Action Items

a. RESOLUTION: Approval of the Long Term Facilities Maintenance Plan

Suggested Motion: Motion by _____, seconded by _____ to approve the Long Term Facilities Maintenance Plan.

b. RESOLUTION: Approval of the Long Term Facilities Maintenance Plan for NE Metro 916.

Suggested Motion: Motion by _____, seconded by _____ to approve the NE Metro 916 Long Term Facilities Maintenance Plan.

c. Motion: Approval of the 2025-2027 Community Education Employment Agreement

Suggested Motion: Motion by _____, seconded by _____ to approve the 2025-2027 Community Education Employment Agreement.

d. Motion: Approval of the 2025-2027 Clerical Master Agreement

Suggested Motion: Motion by _____, seconded by _____ to approve the 2025-2027 Clerical Master Agreement.

e. Motion: One Reading Needed and Adoption of Policies

i. [413 Harassment and Violence](#)

413: The definition of "disability" in Minnesota Statutes 363A.03 has been updated. This is a legal change that a school board could choose to adopt in a single meeting under Model Policy 208.

ii. [414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse](#)

414: Threatened Injury definition was updated

iii. [418 Drug-free Workplace/Drug-free School](#)

418: Registry program participant protection was added

iv. [501 School Weapons Policy](#)

501: Active shooter incidents and Reports of dangerous weapons added

v. [503 Student Attendance](#)

503: Excused absence process updated to principal designee

- vi. [512 School Sponsored Student Publications and Activities](#)
512: By adopting the proposed deletion in this policy, school boards can reduce potential confusion when implementing the student journalism law enacted in 2024.
- vii. [515 Protection and Privacy of Student Records](#)
515: Parent contact information; student health and census data
- viii. [516 Student Medication and Telehealth](#)
516: Replace “auto-injector” with “delivery system”
- ix. [534 School Meals Policy](#)
534: New provisions on second breakfast and/or second lunch
- x. [621 Literacy and the Read Act](#)
621: Changes to Literacy Aid Uses
- xi. [704 Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System](#)
704: School districts requested that MSBA revise this policy to align with Governmental Accounting Standards Board (GASB) guidance.
- xii. [707 Transportation of Public School Students](#)
707: Students with disabilities
- xiii. [709 Student Transportation Safety](#)
709: Student safety training dates deleted
- xiv. [802 Disposition of Obsolete Equipment and Material](#)
802: Surplus books provision added
- xv. [806 Crisis Management](#)
806: Violence prevention report information

Suggested Motion: Motion by _____, seconded by _____ to accept the reading and adoption of these policies.

F. Consent Agenda

Suggested Motion: Motion by _____, seconded by _____ to approve the consent agenda including minutes of the business meeting held on June 17, 2025; Monthly Financial Reports; New Contracts, Amendments, Leaves of Absence, Resignations, Retirements and Terminations.

G. Important Future School Board Dates

- a. Hall of Fame Banquet at Forgotten Star Brewing Co.
Thursday, July 24 5:00 PM
- b. Football Golf Tournament at Greenhaven Golf Course
Friday, July 25 1:00 PM
- c. Fridley Community Theatre Presents: Hairspray
July 25, 26, 31 and August 1 at 7:00 PM
August 2 at 2:00 PM
District Auditorium
- d. Remember When Run at Locke Park
Saturday, July 26 9:00 AM
- e. Fridley Public Schools School Board Meeting
August 19, 2025
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 _____.



FRIDLEY PUBLIC SCHOOLS

**EXTRACT OF SCHOOL BOARD MEETING MINUTES
INDEPENDENT SCHOOL DISTRICT NO. 14
PUBLIC SCHOOLS
STATE OF MINNESOTA**

Pursuant to due call and notice thereof, a School Board meeting of Independent School District No. 14, State of Minnesota, was held on July 15th, 7:30 p.m., for the purpose in part, of approving the District's Fiscal Year (FY) 27 Long-Term Facility Maintenance Ten-Year Plan as established in Minnesota Statutes 2024, section 123B.595. School Board Chair Jake Karnopp introduced the following resolution and moved its adoption.


RESOLUTION ADOPTING INDEPENDENT SCHOOL DISTRICT NO. 14 FY 27 LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

BE IT RESOLVED that the School Board of Independent School District No. 14, State of Minnesota, approves the attached FY 27 Long-Term Facilities Maintenance Ten-Year Plan. The motion for the adoption of the foregoing resolution was duly seconded by School Board Member _____ and, upon vote being thereon, the following voted in favor of the motion:

_____ and
the following voted against _____.

WHEREUPON the resolution was declared duly passed and adopted the 15th day of July, 2025.

SCHOOL BOARD CHAIR SIGNATURE

 Division of School Finance 400 NE Stinson Blvd Minneapolis, MN 55413		Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - Fund 01 and Fund 06 Projects Only										ED - 02478-11
Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes 2024, section 123B.595, subd. 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the cells provided.												
District Info. (REQUIRED) Enter Information		District Info. (REQUIRED) Enter Information										
District Name: Fridley		Date: 7/15/2025										
District Number: 0014-01		Email: fgonzalez@isd14.org										
District Contact Name: Febe Gonzalez												
Contact Phone #: 763-502-5049												
Expenditure Categories		Fiscal Year (FY) Ending June 30										
		2025 (base year)	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Health and Safety - this section excludes project costs in Category 2 of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.												
Finance Code Category (1)												
347	Physical Hazards	\$38,000	\$38,760	\$38,000	\$38,000	\$38,000	\$38,000	\$38,000	\$39,000	\$40,000	\$40,000	\$40,000
349	Other Hazardous Materials	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
352	Environmental Health and Safety Management	\$80,000	\$84,000	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000
358	Asbestos Removal and Encapsulation	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000
363	Fire Safety	\$20,000	\$20,600	\$21,200	\$21,800	\$22,500	\$23,200	\$23,900	\$24,600	\$25,300	\$25,300	\$25,300
366	Indoor Air Quality	\$40,800	\$40,800	\$42,400	\$43,700	\$45,000	\$46,400	\$47,800	\$49,200	\$50,700	\$50,700	\$50,700
Total Health and Safety Capital Projects - Category (1)		\$263,000	\$269,160	\$271,600	\$273,500	\$275,500	\$277,600	\$279,700	\$282,800	\$286,000	\$286,000	\$286,000
Health and Safety - Projects Costing \$100,000 or more per Project/Site/Year - Additional Revenue												
Finance Code Category (2)												
358	Asbestos Removal and Encapsulation	\$0	\$0	\$475,785	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
363	Fire Safety	\$845,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
366	Indoor Air Quality	\$274,434	\$723,750	\$962,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Health and Safety Capital Projects \$100,000 or More - Category (2)		\$1,119,434	\$723,750	\$1,437,785	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151												
Finance Code Category 3 (a)												
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Remodeling for Approved Voluntary Pre-K Projects - Category 3(a)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Remodeling for Gender-Neutral Single-User Restrooms												
Finance/Course Codes Category 3 (b) LTFM REVENUE EFFECTIVE FY 2025												
Finance Code 384 and Course Code 684 MUST USE BOTH												
384	Remodeling for gender-neutral single user restroom per site.	\$360,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Remodeling for Gender-Neutral Single User Projects - Category 3(b)		\$360,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accessability												
Finance Code Category (4)												
367	Accessibility	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Accessibility Projects - Category (4)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Deferred Capital Expenditures and Maintenance Projects												
Finance Code Category (5)												
368	Building Envelope	\$1,392,180	\$137,000	\$50,000	\$25,000	\$50,000	\$122,000	\$30,000	\$0	\$0	\$50,000	\$0
369	Building Hardware and Equipment	\$60,750	\$2,700	\$0	\$0	\$0	\$50,000	\$50,000	\$50,000	\$50,000	\$25,000	\$0
370	Electrical	\$0	\$0	\$65,000	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0
379	Interior Surfaces	\$625,000	\$2,460,132	\$0	\$40,000	\$75,000	\$75,000	\$75,000	\$0	\$0	\$75,000	\$75,000
380	Mechanical Systems	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$150,000
381	Plumbing	\$20,000	\$287,290	\$20,000	\$0	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
382	Professional Services and Salary	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
383	Roof Systems (normally below \$100,000 unless the school chooses not to receive additional revenue for \$100K or more roofing project/site/year - pending 2025 Legislation)	\$0	\$0	\$100,000	\$0	\$100,000	\$0	\$100,000	\$0	\$100,000	\$0	\$100,000
384	Site Projects	\$0	\$0	\$0	\$75,000	\$0	\$75,000	\$0	\$75,000	\$0	\$0	\$0
Total Deferred Capital Expenditures and Maintenance Projects - Category (5)		\$2,147,930	\$2,937,122	\$435,000	\$190,000	\$295,000	\$392,000	\$325,000	\$345,000	\$295,000	\$270,000	\$395,000
Deferred Capital Expenditures for Roofing Projects - Additional Revenue for \$100,000 or more project/site/year												
Finance Code Category (6)												
383	Roofing Systems -pending 2025 Legislation and If passed effective FY 2027	\$0	\$0	\$370,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Deferred Capital Expense and Maintenance - Category (6)		\$0	\$0	\$370,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual 10-Year Plan Expenditures		\$3,890,364	\$3,930,032	\$2,514,385	\$463,500	\$570,500	\$669,600	\$604,700	\$627,800	\$581,000	\$556,000	\$681,000
Fund Balance Section												
Fund 01		FY 25 and 26 Revenue Projection Model Revenue				FY 27 Revenue Projection Model Ten-Year Spreadsheet						
	Beginning Fund Balance 01-467-XX	-\$1,393,360	-\$132,454	\$448,385	\$998,702	\$1,381,412	\$1,963,896	\$2,550,581	\$3,141,990	\$3,738,650	\$4,341,084	\$4,949,819
	LTFM Fiscal Year Revenue - Levy	\$1,284,078	\$617,869	\$591,076	\$594,226	\$397,663	\$401,433	\$404,909	\$408,540	\$409,835	\$411,398	\$412,975
	LTFM Fiscal Year Revenue - AID if Applicable	\$0	\$0	\$0	\$0	\$200,238	\$200,667	\$201,917	\$203,536	\$208,015	\$212,752	\$212,750
	LTFM Fiscal Year Revenue Other	-\$23,172	-\$24,871	-\$25,342	-\$196,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Transfer IN from Fund 06 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LEVY Page 10, Line 421	LTFM Deduction for applicable Cooperative/Intermediate Member District Levy	\$0	\$12,159	\$15,416	\$15,416	\$15,416	\$15,416	\$15,416	\$15,416	\$15,416	\$15,416	\$15,416
	LTFM Transfer OUT from Fund 01 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Transfer OUT if applicable - Special Legislation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Estimated Fiscal Year Expenditures	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Ending Fiscal Year Fund Balance 01-467-XX		-\$132,454	\$448,385	\$998,702	\$1,381,412	\$1,963,896	\$2,550,581	\$3,141,990	\$3,738,650	\$4,341,084	\$4,949,819	\$5,560,128
Fund 06												
	Beginning Fund Balance 06-467-XX	\$6,954,935	\$3,632,907	\$2,096,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Fiscal Year Bonded Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Fiscal Year Revenue Other	\$200,000	\$100,000	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Transfer IN from Fund 01 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Transfer OUT from Fund 06 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Other Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Estimated Fiscal Year Expenditures	\$3,522,028	\$1,636,907	\$2,106,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Ending Fiscal Year Fund Balance 06-467-XX		\$3,632,907	\$2,096,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
End of worksheet												



Division of School Finance
400 NE Stinson Blvd
Minneapolis, MN 55413

Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - Fund 01 and Fund 06 Projects Only

ED - 02478-10

Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes 2023, section 123B.595, subd. 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the cells provided.

District Info.	(REQUIRED) Enter Information	District Info.	(REQUIRED) Enter Information										
District Name:	Northeast Metro 916 Intermediate School District	Date:											
District Number:	916	Email:	mkumlien@916schools.org										
District Contact Name:	Mark Kumlien												
Contact Phone #	651-415-5650												

Expenditure Categories		Fiscal Year (FY) Ending June 30										
		2025 (base year)	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Health and Safety - this section excludes project costs in Category 2 of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.												
Finance Code	Category (1)											
347	Physical Hazards	\$37,150	\$38,650	\$33,650	\$38,650	\$33,650	\$38,650	\$33,650	\$46,150	\$41,150	\$46,150	\$41,100
349	Other Hazardous Materials	\$12,000	\$14,500	\$8,500	\$8,500	\$11,500	\$11,500	\$14,500	\$11,000	\$11,000	\$12,500	\$11,000
352	Environmental Health and Safety Management	\$94,800	\$95,800	\$96,800	\$97,800	\$98,800	\$99,800	\$100,800	\$109,300	\$109,300	\$109,300	\$113,800
358	Asbestos Removal and Encapsulation	\$2,000	\$0	\$0	\$2,000	\$0	\$0	\$2,000	\$2,500	\$2,500	\$2,500	\$2,500
363	Fire Safety	\$28,400	\$26,450	\$30,950	\$24,350	\$26,750	\$28,950	\$24,350	\$33,650	\$34,250	\$29,650	\$38,450
366	Indoor Air Quality	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500
	Total Health and Safety Capital Projects	\$186,850	\$187,900	\$182,400	\$183,800	\$183,200	\$191,400	\$187,800	\$215,100	\$210,700	\$212,600	\$219,350
Health and Safety - Projects Costing \$100,000 or more per Project/Site/Year - Additional Revenue												
Finance Code	Category (2)											
358	Asbestos Removal and Encapsulation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
363	Fire Safety	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
366	Indoor Air Quality	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Health and Safety Capital Projects \$100,000 or More	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151												
Finance Code	Category 3 (a)											
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Remodeling for Approved Voluntary Pre-K Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Remodeling for Gender-Neutral Single-User Restrooms												
Finance/Course Codes	Category 3 (b) LTFM REVENUE EFFECTIVE FY 2025											
Finance Code 384 and Course Code 684	Remodeling for gender-neutral single user restroom per site.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Remodeling for Gender-Neutral Single User Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accessibility												
Finance Code	Category (4)											
367	Accessibility	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Accessibility Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Deferred Capital Expenditures and Maintenance Projects												
Finance Code	Category (5)											
368	Building Envelope	\$24,500	\$21,500	\$196,500	\$196,500	\$21,500	\$21,500	\$21,500	\$28,500	\$28,500	\$178,500	\$28,500
369	Building Hardware and Equipment	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
370	Electrical	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
379	Interior Surfaces	\$80,100	\$179,700	\$24,700	\$24,700	\$99,700	\$179,700	\$179,700	\$75,700	\$75,700	\$25,700	\$78,100
380	Mechanical Systems	\$107,500	\$40,000	\$160,000	\$20,000	\$20,000	\$0	\$0	\$0	\$0	\$0	\$800,000
381	Plumbing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
382	Professional Services and Salary	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
383	Roof Systems	\$14,000	\$14,000	\$14,000	\$14,000	\$614,000	\$14,000	\$14,000	\$17,000	\$17,000	\$0	\$16,000
384	Site Projects	\$15,000	\$20,000	\$16,000	\$70,000	\$71,000	\$20,000	\$16,000	\$20,000	\$16,000	\$0	\$365,000
	Total Deferred Capital Expense and Maintenance	\$245,100	\$279,200	\$415,200	\$329,200	\$830,200	\$239,200	\$235,200	\$145,200	\$141,200	\$208,200	\$1,291,600
	Total Annual 10-Year Plan Expenditures	\$431,950	\$467,100	\$597,600	\$513,000	\$1,013,400	\$430,600	\$423,000	\$360,300	\$351,900	\$420,800	\$1,510,950
Fund Balance Section												
Fund 01												
	Beginning Fund Balance 01-467-XX	\$413,158	\$448,308	\$578,808	\$494,208	\$994,608	\$411,808	\$404,208	\$341,508	\$333,108	\$402,008	\$1,492,158
	LTFM Fiscal Year Revenue - Levy	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Fiscal Year Revenue - AID if Applicable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Fiscal Year Revenue Other	\$467,100	\$597,600	\$513,000	\$1,013,400	\$430,600	\$423,000	\$360,300	\$351,900	\$420,800	\$1,510,950	\$527,950
	LTFM Transfer IN from Fund 06 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Transfer OUT from Fund 01 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Transfer OUT if applicable - Special Legislation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Estimated Fiscal Year Expenditures	\$431,950	\$467,100	\$597,600	\$513,000	\$1,013,400	\$430,600	\$423,000	\$360,300	\$351,900	\$420,800	\$1,510,950
	Ending Fiscal Year Fund Balance 01-467-XX	\$448,308	\$578,808	\$494,208	\$994,608	\$411,808	\$404,208	\$341,508	\$333,108	\$402,008	\$1,492,158	\$509,158

EXTRACT OF MINUTES OF MEETING
OF SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 14
(Fridley)
STATE OF MINNESOTA

Pursuant to due call and notice thereof, a School Board meeting of School District No. 14, State of Minnesota, was held on _____(date), at _____(time), for the purpose, in part, of approving the FY 2027 Long-Term Facility Maintenance budget and authorizing the inclusion of a proportionate share of Northeast Metro 916 Intermediate School District's long-term facility maintenance projects in the district's application for long-term facility maintenance.

Member _____ introduced the following resolution and moved its adoption:

Resolution approving Northeast Metro 916 Intermediate School District's long-term facility maintenance program budget and authorizing the inclusion of a proportionate share of those projects in the district's application for fiscal year (FY) 2027 long-term facility maintenance revenue.

BE IT RESOLVED by the School Board of School District No. 14, State of Minnesota, as follows:

1. The school board of Northeast Metro 916 Intermediate School District has approved a long-term facility maintenance program budget for its facilities for the 2026-2027 school year (Pay 2026 Levy) in the amount of \$597,600 of which School District No. 14's proportionate share is \$15,415.74 for pay as you go projects. The various components of this program budget are attached hereto and are incorporated herein by reference. Said budget is hereby approved.
2. Minnesota Statutes, Section 123B.595, subdivision 3, provides that if an intermediate school district's long-term facility maintenance budget is approved by the school boards of each of the intermediate school district's member school districts, each member district may include its proportionate share of the costs of the intermediate school district program in its long-term facility maintenance revenue application.
3. The proportionate share of the costs of the intermediate school district's long-term facility maintenance program for each member school district to be included in its application shall be determined by utilizing a blended rate where 25% of the rate is determined by multiplying the total cost of the intermediate school district long-term facility maintenance program times the ratio of the member school district's net tax capacity to the total net tax capacity and 75% of the rate is determined by multiplying the total cost of the intermediate school district long-term facility maintenance program times the ratio of APU by member district to the total APU. The inclusion of this proportionate share in the district's long-term facility maintenance revenue application

for fiscal year 2027 is hereby approved, subject to approval by the Commissioner of Education. Upon receipt of the proportionate share of long-term facility maintenance revenue attributable to the intermediate school district program, the district shall promptly pay to the intermediate school district the applicable aid or levy proceeds.

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

And the following voted against:

WHEREUPON said resolution was approved and adopted by the school board of School District No. 14.

STATE OF MINNESOTA

COUNTY OF _____

I, the undersigned, being the duly qualified and acting Clerk of School District No. 14, State of Minnesota, hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of Independent School District No. 14 held on the date therein indicated, with the original of said minutes on file in my office, and the same is a full, true and complete transcript insofar as the same relates to the approval of Northeast Metro 916 Intermediate School District's long-term facility maintenance program budget and authorizing the inclusion of a proportionate share of the School District's long-term facility maintenance projects in the district's application for long-term facility maintenance revenue.

WITNESS MY HAND officially as such Clerk on _____ (date).

Clerk

Independent School District No. 14

**FRIDLEY SCHOOL DISTRICT
2025-2027
Classroom Assistant/Assistant Program Manager Benefits Summary
Fridley Community Education**

Wage Schedules:

Classroom Assistant Assistant Program Manager

<u>2025-2026</u>	<u>2026-2027</u>
\$ 18.51	\$ 21.55
\$ 20.00	\$ 23.28
\$ 21.20	\$ 25.02
\$ 22.59	\$ 26.75
\$ 25.02	\$ 28.50

Experience Factor for Community Education Classroom Assistant and Assistant Program

Manager: Each employee will receive the following increases to the hourly rates in the wage schedule when the employee has completed the indicated number of years of service to the District, effective July 1. To determine eligibility for this increment, an employee hired prior to January 1 of that school year will receive credit for one year. If an employee is hired on January 1 or later, the employee will not be given a year's credit.

<u>Years Worked</u>	<u>2025-2026</u>	<u>2026-2027</u>
10	\$ 0.95	\$ 0.99
15	\$ 1.26	\$ 1.32
20	\$ 1.79	\$ 1.87

Probationary Period: A new employee shall serve a probationary period of 120 calendar days of continuous service in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee.

Termination.

The **Classroom Assistant** may terminate employment at any time during the term by giving the employer a minimum of 14 days' advance notice of intent to terminate employment.

The **Assistant Program Manager** may terminate the contract at any time during the term by giving the employer a minimum of 21 days' advance notice of intent to terminate the contract.

Insurance

Eligibility: To be eligible for insurance benefits, employees must be assigned 6 or more hours a day or 30 or more hours per week.

Health Insurance: The District will pay 100% of the base plan for individual (single) health insurance. For Employee +1 and family coverage they will receive the portion of the premiums that they receive for single coverage. The remaining premiums will be paid by the employee.

Dental Insurance: The District will pay 100% of the base plan for individual (single) dental insurance. For Employee +1 and family coverage they will receive the portion of the premiums that they receive for single coverage. The remaining premiums will be paid by the employee. If the employee assignment changes to less than 30 hours a week for the school year, they become ineligible for dental insurance.

Life Insurance: For **Classroom Assistants** the School District shall pay the total premium for a \$25,000 group term policy for employees with a minimum of a 4 hour/day assignment. For **Assistant Program Managers** the School District shall pay the total premium for a \$50,000 group term policy.

All employees may purchase an additional amount at employee expense and pursuant to the master insurance policy.

Long Term Disability: The District will provide a long term disability plan for all staff employed with a minimum of a 4 hour/day assignment by the District providing a benefit of 70% of basic annual salary in the event of disability caused by sickness or accident. The waiting period for this benefit shall be 60 calendar days. The premium for the plan will be paid by the employee through payroll deduction. All unit members must participate in the plan.

Leave and Holidays

Holidays:

Classroom Assistants (School Year) with a minimum of a 4 hour/day assignment shall be granted paid holidays (9 days) as follows:

Labor Day	New Years' Day
Thanksgiving Day	MLK, Jr. Day
Friday following Thanksgiving	Presidents' Day
Christmas Eve	Memorial Day
Christmas Day	

Assistant Program Managers and year round **Classroom Assistants** with an assignment of 4 hours per day or more shall be granted the following paid holidays (13 days):

Fourth of July	New Years' Eve Day
Labor Day	New Years' Day
Thanksgiving Day	MLK, Jr. Day
Friday following Thanksgiving	Presidents' Day
Christmas Eve	Good Friday
Christmas Day	Memorial Day
Juneteenth	

These holidays may be changed to different designated days by the supervisor to adjust to any school calendar change or other work circumstance. Holidays falling on Sunday are usually observed on the following Monday, and those falling on Saturday are usually observed on the preceding Friday.

Sick Leave - Classroom Assistants: Employees with a minimum of a 4 hour/day assignment will be eligible for sick leave benefits. Sick leave shall be earned on a pro-rated basis for each month of work during the year. Such leave will be allocated monthly.

Sick Leave - Assistant Program Managers: The Employee covered by this contract shall be eligible for sick leave benefits. Sick leave shall be at the rate of twelve days (96) hours per year. Such leave will be credited in July of the contract year.

For all employees, accrual will be unlimited as earned. Accrual of sick leave will be earned on a pro-rated basis for each month of employment. A certificate from a physician may be required to substantiate the need for sick leave requests as a condition of employer approval. Sick leave may be used for family pursuant to Minn. Stat. § 181.9413. The employee shall not be paid for any unused, accrued sick leave upon separation from employment with the School District. If, upon separation of employment from the School District, the employee has been paid sick leave in an amount that exceeds the pro-rata hours for the contract year, such amount shall be deducted from the employee's final paycheck; and by signature to this Contract, the employee consents to such deduction.

The district will follow all relevant Minnesota state statutes regarding **Earned Sick and Safe Time (ESST)**.

The district complies with all federal and state statutes and requirements regarding the use of the **Family and Medical Leave Act (FMLA)**.

Personal Leave: All employees who are eligible for sick leave shall be eligible for two (2) days of personal leave per year for personal business and emergencies, a transaction, hearing, or consultation which requires the presence of the staff member during working hours, and which would be impossible to fulfill at any other time. Personal leave will not be approved for absence resulting from weather conditions and its effect on transportation. Requests for personal leave must be submitted to the staff members' supervisor in writing two days in advance, except in emergency cases. The reason for the personal leave will be stated. All requests must have the approval of the employee's supervisor.

Vacation: Vacation with pay can be earned through pro-rated monthly accrual for days worked. A full school year, or nine months, of work each year would earn vacation days as follows:

Tiger Club Child Care Staff – (12 months) allocated monthly:

4 hours per day	5 hours per day	6 hours per day	7 hours per day	8 hours per day
40 hours	50 hours	60 hours	70 hours	80 hours

*Employees will earn 90 hours of vacation after 15 years of service.

Preschool/Early Childhood Family Education Assignments (school year only) allocated monthly:

4 hours per day	5 hours per day	6 hours per day	7 hours per day	8 hours per day
8 hours	10 hours	12 hours	14 hours	16 hours

*Employees assigned for the school year only will earn 32 hours of vacation leave after 15 years of service.

Assistant Program Managers – allocated 7/1:

One to nine years	(120) hours
Ten years and over	(160) hours

For all employees vacation leave will be earned on a pro-rated basis for each month of work during the year. Accrual will be unlimited as earned. If the employee qualifies for a change in vacation status because of length of service, she/he will receive the additional week following the employee's employment anniversary date. If, upon separation of employment from the School District, the employee has been paid vacation leave in an amount that exceeds the pro-rata hours for the contract year, such amount shall be deducted from the employee's final paycheck; and by signature to this Contract, the employee consents to such deduction. Upon separation of employment from the School District a maximum of forty (40) hours of vacation leave will be paid out to the employee.

Bereavement: An employee shall be granted up to five (5) days bereavement leave per occurrence due to the death of a member of the immediate family. The immediate family includes spouse, child, parent, sibling, grandchild, in-laws of the same degree and regular members of the immediate household. This leave shall be deducted from sick leave benefits. Additional bereavement leave may be granted at the discretion of the Superintendent or designee.

An employee shall be granted up to three (3) days bereavement leave per occurrence due to the death of a member of the family. The family includes niece, nephew, aunt, uncle, grandparent, in-laws of the same degree and others as approved by the Superintendent or designee. This leave shall be deducted from sick leave benefits. Additional bereavement leave may be granted at the discretion of the Superintendent or designee.

Jury Duty: Employees shall be granted the additional amount to make up full pay if required to serve on jury duty or subpoenaed for any work related court duty. If the employee is released from jury duty or subpoena during the employee's regular work schedule, the employee shall return to work. Employees must submit proper documentation for consideration.

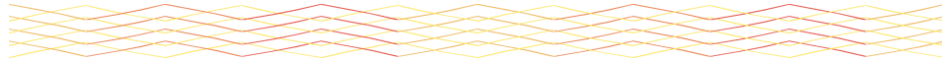
Supplementation to Workers' Compensation Benefits:

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

- B. If an employee elects to supplement workers' compensation benefits under A, the amount of the employee's accrued sick leave or vacation leave shall be proportionately reduced in the amount of the supplemental pay. Elections will automatically cease when the employee's accrued sick leave and vacation leave have been exhausted.
- C. In no event shall an election to supplement workers' compensation benefits from accrued sick leave or vacation leave result in an employee receiving more than his/her normal daily, weekly or monthly pay.
- D. Employees must provide the documentation needed to determine the supplemental amount payable from accrued sick leave or vacation leave. Elections pursuant to this Section are valid only during periods in which the employee is receiving workers' compensation benefits.

Internal Revenue Code § 403(b)

Eligibility to Participate in District's 403(b) Plan: The District offers a 403(b) plan for all employees in the District. The District has no liability for any employee's election to participate in the 403(b) plan, or expected tax consequences resulting from participating in the 403(b) plan.



MASTER AGREEMENT

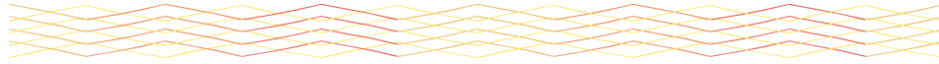
Between

**FRIDLEY INDEPENDENT SCHOOL DISTRICT 14
SCHOOL BOARD
FRIDLEY, MINNESOTA**

and

**CLERICAL, MEDIA CLERKS, HEALTH ASSISTANTS, and
TECHNOLOGY ASSISTANTS**

JULY 1, 20253 THROUGH JUNE 30, 2025



Fridley Independent School District 14
MASTER AGREEMENT
With Clerical, Media Clerk, Health Assistants, and Technology
Assistants
[2025-2027](#)~~2023-2025~~

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THIS AGREEMENT, made and entered into as of July 1, ~~2025~~²⁰²³ by and between the School Board of Independent School District 14 of Anoka County, Minnesota, hereinafter referred to as the Employer, and the School Service Employees Local 284, hereinafter referred to as the Union.

Article I Recognition and Dues Check-Off

SECTION 1. PURPOSE

Clerical, Media Clerk, Health Assistants, and Technology Assistants have elected to bargain collectively with their Employer for said purpose a majority of same has affiliated themselves as members of the Service Employees International Union, Local 284, affiliated with the Change to Win, and have chosen said Union to bargain collectively in their behalf for wages, hours of employment and working conditions.

SECTION 2. RECOGNITION

The Employer recognizes and shall abide by the principles of collective bargaining as relating to wages, hours of employment and working conditions and further recognizes the Union as the sole and exclusive bargaining agency for all Clerical, Media Clerk, Health Assistants, and Technology Assistants in the Appropriate Unit, as defined in Article II Section 3, which excludes certain part-time employees, temporary employees, confidential employees, supervisory employees and essential employees.

SECTION 3. OBLIGATION

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

The District shall make available to the Union a bargaining unit list of employees, including name, address, phone number, work hours, work location, position, wage schedule placement, date of employment, and work e-mail address.

SECTION 4. AUTHORITY OF SCHOOL BOARD

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the School Board or in any way abridging or

reducing authority. Except as limited by the provisions of this Agreement, the School Board and or its administrators has the sole responsibility for the direction of the work force, including the right to hire, transfer discharge and discipline for proper cause. In addition, the work to be performed, the location of the work, the method and processes are the responsibility of the Board and/or its administrators.

SECTION 5. DUES CHECK-OFF

The District shall deduct union dues from members' payroll checks upon authorization by the employee, subject to any and all limitations and restrictions under state and federal law. Dues will be remitted to Local 284's business office at 450 Southview Boulevard, South Saint Paul, MN 55075, not later than the 20th of each month.

Article II Definitions

SECTION 1. EMPLOYEE

The term "employee" for the purpose of this Agreement means an employee who is Clerical, [Administrative Professional](#)~~Secretarial~~, Health Assistant, Media Clerk or Technology Assistant.

SECTION 2. TERMS AND CONDITIONS OF EMPLOYMENT

The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA.

SECTION 3. DESCRIPTION OF APPROPRIATE UNIT

For the purposes of this Agreement, the terms Clerical, Media Clerk, Health Assistants, and Technology Assistants shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employees' bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year unless these positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds 67 calendar days in that year, and emergency employees.

Article III Wages and Work Assignments

SECTIONS 1, 2, 3. SEE ATTACHED WAGE SCHEDULES

SECTION 4. WORK SCHEDULE

All employees shall be notified in writing, in May prior to the end of the school year of their work schedule for the following year. The district may request an employee begin her/his work year earlier than the previously stated date, but may not require the employee to do so. The notice to the employee will include, building, hours per day, days per year, position band and grade, and hourly rate. New employees will be informed that the contract is online and the Union Steward will be informed of the new hire.

Hours of work and starting times shall be determined by the District based upon student needs.

Subd. 1. Employees working above their classification (band and grade) for fifty percent (50%) or more of their regular workday shall receive in addition to their hourly wage a differential of \$1.00 per hour for the hours worked outside of their classification.

SECTION 5. STEP ADVANCEMENT

Employees will advance one step on the salary schedule on July 1. For purposes of determining eligibility for step advancement, each employee's anniversary date will be adjusted to July 1 of the calendar year in which she/he was hired. New employees to Fridley ISD 14 may be hired up to step five (5) based upon years of previous experience in a similar position.

Subd. 1. An employee's wage and step will not suffer due to job description changes due to banding and grading. Said employees shall be grandfathered into current wage until such time as the wage schedule catches up to their wage.

SECTION 6. TERM OF EMPLOYMENT

All classes may have their term of employment shortened or lengthened if mutually agreeable to the employee and the administration.

SECTION 7. STEP PLACEMENT AND CREDIT FOR PAST EMPLOYMENT

All employees who are re-employed will be placed on the salary schedule on the same step they were on at the time they were laid off and retain all other rights and benefits accrued before layoff. If an employee resigns from employment with the School District and is rehired at a later date, the employee will be placed on the step or a higher step than they were on when they

resigned. Employees entering the bargaining unit shall be placed on the wage schedule according to their total consecutive years of service with the District.

SECTION 8. MILEAGE

District mileage will be paid as allowed by the IRS.

SECTION 9. OVERTIME

The overtime rate will be one and one-half times the employee's regular hourly rate including all applicable differentials and overrides for all hours worked over forty (40) hours per week, and a minimum of two (2) hours paid at time and a half for call backs on a Saturday. An employee who works overtime will receive payment for the overtime, unless the employee and the employee's supervisor mutually agree that the employee will take compensatory time in lieu of overtime pay. Compensatory time must be used within two pay periods of when it was earned. Written documentation must be maintained by the building administrator/direct supervisor.

SECTION 10. CALL BACKS

AN EMPLOYEE WILL BE COMPENSATED A MINIMUM OF TWO (2) HOURS AT TWO (2) TIMES THE HOURLY WAGE FOR CALLBACKS ON A SUNDAY OR HOLIDAY.

SECTION 11. IRS 125(B) PLAN

An IRS 125(b) Plan is available for all employees.

SECTION 12. PAYCHECKS

Employee will be paid on a semi-monthly basis. Each paycheck will represent the actual hours worked in the pay period for which the check is issued.

SECTION 13. LUNCH PERIOD

Employees shall be guaranteed a duty free lunch period.

SECTION 14. WORKSHOPS STAFF DEVELOPMENT

The school district will pay for all reasonable employee expenses to employees who are required by the school district to attend workshops, schools or meetings to maintain the necessary skills for the employee's position. Attendance at meetings, conventions, and workshops related to the employee's position will be granted without loss of pay provided that the time for attendance is approved in advance by the employee's Principal or Director. Any employee may be given the option to attend a workshop of the employee's choosing for professional development subject to the building principal's or the appropriate director's approval. Additionally, the District will provide one half (1/2) day paid staff development training each school year. A training committee shall include the union steward(s), to meet with the Director of Teaching and Learning and/or the Director of Human Resources, up to two hours annually, to

discuss training suggestions/content that would be beneficial for the position(s) and offer professional development.

Section 15. Emergency School Closing

In the event of an emergency school closing in which employees are instructed not to report to work, employees will be paid for up to two (2) days per incident for their normal work assignment. Employees who are instructed to report to work in an emergency closing situation will be paid their scheduled hours, in addition will be given an equal number of paid hours off or the hours worked will be paid at their overtime rate up to two (2) days per incident.

Article IV Insurance

All employees working 25 hours or more per week and having a duty assignment of 120 or more days per year shall receive the following medical, life, and dental insurance benefits.

SECTION 1. MEDICAL CONTRIBUTION

Subd. 1. Coverage: The School District shall contribute the same amount as the rate negotiated for the teaching staff of the district.

Coverage is for all Clerical employees of the School District who qualify for and are enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Single	100% of the base plan
Employee plus one	81% of the base plan
Family	74% of the base plan

Subd. 2. Insurance buy-in: An employee who has ten (10) years of service in the Fridley Public Schools and is at least 55 years of age shall be eligible to continue participation in the District's group medical insurance plan as per MN Statute §471.61. All group medical insurance coverage options will be available to the employee. The employee will be responsible for all premium costs following resignation or retirement from the District. Insurance must be taken at the time of leave and must be continuous. The employee may participate in all other insurance programs of the District on a self-pay basis subject in each case to the approval and terms of the insurance carrier. It is

the responsibility of the employee to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance and on such dates as determined by the School District. The employee's right to continue participation in such group insurance, however, will be discontinued upon the employee reaching eligibility age of FICA/Medicare, or if the employee becomes eligible for insurance benefits through re-employment prior to the eligibility age of FICA/Medicare. Once a person has decided to terminate participation in insurance programs, he/she will not be allowed to re-enroll.

SECTION 2. LIFE INSURANCE

The School District shall pay the total premium for a \$50,000 group term policy. Employees may purchase an additional amount at employee expense up to \$50,000 and pursuant to the master insurance policy.

SECTION 3. DENTAL INSURANCE

The School District shall pay the total premium of individual coverage.

SECTION 4. LONG TERM DISABILITY CONTRIBUTION

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

SECTION 5. CLAIMS AGAINST THE SCHOOL DISTRICT

Any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. The School District's only obligation is to purchase an insurance policy under the provisions of this Agreement and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of denial of insurance benefits by an insurance carrier.

**Article V
Leaves of Absence**

SECTION 1. SICK LEAVE

All employees covered by this contract shall be eligible for sick leave benefits. Eligible employees will earn sick leave at a rate per month equal to the average

hours worked per day. An entire year's worth of sick leave will be credited at the beginning of the year or at the beginning of an employee's employment and an employee may use any amount of sick leave credited. Probationary employees may use sick leave as earned until the end of the probationary period. An employee who terminates employment, having used but not yet earned sick leave at the 'one day a month' rate shall repay, from the employee's final check, any over-use of credited sick leave. Unused sick leave can be carried forward. A certificate from a physician may be required to substantiate the need for this leave. Earned sick leave may be used for illness or injury of relatives pursuant to MS § 181.9413 but must at least include the following individuals brother, sister, mother, father, spouse, domestic partner, child, parents-in-law, grandparents, and grandchildren.

SECTION 2. BEREAVEMENT

Subd. 1. An employee shall be granted up to five (5) days bereavement leave per occurrence on the determination of the employee due to the death of a member of the family. The family includes spouse, child, parent, sibling, grandchild, niece, nephew, aunt, uncle, grandparent, in-laws of the same degree, other parent of child and regular members of the immediate household. In extenuating circumstances, an employee can request approval from Human Resources for use of this benefit for an individual who is not listed above but who stands in the same relationship with the employee. This leave shall be deducted from sick leave benefits. Additional bereavement leave may be granted at the discretion of the Superintendent or designee.

SECTION 3. PERSONAL LEAVE

All employees covered by this contract shall be eligible for two days of personal leave per year. Personal leave is intended for personal business and emergencies, a transaction, hearing, or consultation which cannot be conducted outside the normal workday. Personal leave will not be approved for absence resulting from weather conditions and its effect on transportation. Requests for personal leave must be submitted to the staff member's supervisor in writing two days in advance, except in emergency cases. All requests must have the approval of the employee's supervisor. Personal leave days are cumulative to 5 days ~~and will be deducted from sick leave.~~

SECTION 4. CHILD CARE LEAVE

All employees covered by this contract shall be eligible for child care leave as follows:

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

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

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, an employee may elect to utilize sick leave pursuant to the sick leave provisions of this Agreement in lieu of seeking a child care leave pursuant to this section. An employee shall be eligible for only one of the options provided herein. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery. The duration of such sick leave shall not exceed the period of actual physical inability to work. The definition, of disability shall be as reasonably determined by a licensed physician. As a condition of receiving sick leave payments, the employee may be required to subject to an examination by a physician designated by the District at District expense.

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

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

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

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

Subd. 7. The parties agree that the applicable periods of probation for employees as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate an employee's performance. The parties agree, therefore, that

period of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 8. An employee who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of the Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence of child care leave.

Subd. 9. Provisions of this policy which apply after the birth of a child also apply following the adoption of a child.

SECTION 5. UNPAID LEAVE OF ABSENCE

All employees shall be eligible for a leave of absence. A leave of absence may be granted upon the approval of the School Board. Leaves may be granted up to 12 months. In all cases, the beginning date and the return date of the leave of absence must be approved by the School Board. All leaves of absence are to be granted without pay. The employee shall be returned to her/his former classification and the employee shall not lose her/his seniority rights except employees on leaves of absence shall accrue seniority for a total of twelve (12) months only.

SECTION 6. JURY DUTY

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

SECTION 7. SUBPOENA LEAVE

An employee who is subpoenaed for a school-related issue shall be granted the necessary leave required without any salary deduction or loss of basic leave allowance.

SECTION 8. SUPPLEMENTATION TO WORKERS' COMPENSATION BENEFITS

Subd. 1. An employee who is absent from work due to a work-related injury and is receiving workers' compensation benefits may elect, in writing, to supplement workers' compensation benefits by using his/her accrued sick

leave and/or vacation leave in order to receive the full amount of his/her normal pay.

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

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

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

Article VI Holidays and Vacation

SECTION 1. HOLIDAYS

Subd. 1. Twelve Month Employees.

Twelve month employees will be granted the following holidays (13 days):

Labor Day	New Year's Day
Thanksgiving Day	Presidents' Day
Friday following Thanksgiving	Good Friday
Christmas Eve	Martin Luther King Jr. Day
Christmas Day	Memorial Day
New Year's Eve	Juneteenth*
Fourth of July	

*Juneteenth will be included if it falls within the employee's work year.

Subd. 2. Eleven Month Employees.

An eleven month employee is an employee who is paid for at least two hundred ~~twenty-three (223)~~[twenty-four \(224\)](#) days, exclusive of holidays. Eleven month employees will be granted the following holidays (12 days).

Labor Day	New Year's Day
Thanksgiving Day	Presidents' Day
Friday following Thanksgiving	Good Friday

Christmas Eve
Christmas Day
New Year's Eve

Martin Luther King Jr. Day
Memorial Day
Juneteenth*

*Juneteenth will be included if it falls within the employee's work year.

Subd. 3 Nine and Ten Month Employees.

Nine and ten month employees will be granted the following holidays (10 days).

Labor Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Day
Memorial Day

New Year's Day
Presidents' Day
Good Friday
Martin Luther King Jr. Day
Juneteenth*

*Juneteenth will be included if it falls within the employee's work year.

Each listed holiday shall be a holiday unless the district chooses to hold school on that day, in which case the school district shall establish another holiday that year in lieu of the listed holiday.

Subd. 4. Holidays that fall on weekends will be observed on Friday or Monday as established by the School District.

Subd. 5. To be eligible for holiday pay, an employee must have worked either the regular work day before or after the holiday unless the employee is on approved paid leave.

Subd. 6. Religious Holiday Observance.

Two (2) recognized official religious holidays during the school year may be deducted from accrued sick leave, and a third day may be approved at the discretion of the Superintendent under the following conditions.

- a) Written application is made indicating religious day to be observed one (1) week in advance of the desired day of leave to the principal or supervising administrator.
- b) Such day is a scheduled work day.

SECTION 2. VACATION

Vacation will be credited at the beginning of the fiscal year or at the beginning of any employee's employment. An employee may use any amount of vacation credited. Probationary employees may use vacation as earned until the end of the probationary period. An employee who terminates employment,

having used but not yet earned vacation time shall repay, from the employee's final check, any over-use of credited vacation. Employees hired after the beginning of the school year will be credited vacation days on a prorated basis.

Subd. 1. Twelve Month Employees.

Twelve month employees will be granted the following amounts of annual vacation with the indicated length of continuous employment with the District:

2025-2026~~2023-2024~~

Schedule

Start through three (3) years	10 days
After three (3) years	12 days
After five (5) years	15 days
After ten (10) years	18 days
After thirteen (13) years	20 days
After sixteen (16) years	23 days
After eighteen (18) years	25 days

2026-2027~~2024-2025~~

Schedule

Start through three (3) years	10 days
After three (3) years	12 days
After five (5) years	15 days
After ten (10) years	18 days
After thirteen (13) years	20 days
After sixteen (16) years	23 days
After eighteen (18) years	25 days

For purposes of determining eligibility for vacation, each employee's anniversary date will be adjusted to July 1 of the calendar in which she/he was hired.

Subd. 2. Eleven-Month Employees.

Eleven-month employees will be granted vacation based on the schedule below. Any overuse of vacation shall be deducted from the final paycheck.

<u>Start of employment</u>	<u>10 days</u>
<u>After five (5) years</u>	<u>12 days</u>
<u>After ten (10) years</u>	<u>14 days</u>

Subd. 3. Nine- and Ten-Month Employees.

Nine- and ten-month employees will be granted vacation based on the schedule below. If a new nine- or ten-month employee resigns before completing a full school year of service, their vacation allocation will be prorated based on days and hours worked in assignment. Any overuse of vacation shall be deducted from the final paycheck

Nine- and ten-month employees will be granted the following amounts of annual vacation with the indicated length of continuous employment with the District:

Start of employment	10 days
Start of ten (10) years +	12 days

Subd. 3. Any employee who leaves the employ of the School District during the calendar year for any voluntary reason and gives two-week's notice shall receive up to ten (10) days of earned available vacation pay due upon separation. Any employee whose employment is terminated will not receive any vacation payout and any overused vacation time will be deducted from the final paycheck.

Subd. 4. Unused vacation time may accumulate to a maximum of ten (10) days. As of September 1 of each year, no clerical employee may have accumulated more than ten (10) days. Exceptions may be granted at the discretion of the Superintendent.

Subd. 5. Any employee may take vacation time while school is in session with prior approval from the employee's immediate supervisor. Nine- and ten-month employees may use up to two (2) days of vacation on non-student contact days (days not normally scheduled to work).

Article VII

Probation, Discipline, Posting, Discharge, and Personnel Files

SECTION 1. PROBATION

All new employees shall work a probationary period which shall consist of one hundred twenty (120) calendar days of continuous service. A probationary employee may be discharged without recourse to the grievance procedure. Subsequent to the probationary period the employee shall be discharged only for just cause.

In addition to the initial probationary period an employee transferred or promoted to a different classification shall serve a new probationary period of three months in any new such classification. During this three months' probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification.

SECTION 2. DISCIPLINE

A disciplinary action will be taken against an Employee only for just cause. Any disciplinary action shall comply with law and regulation, shall be fair and equitable, and shall be consistent with the principle of progressive discipline.

Subd. 1. Progressive Disciplinary action may include the following:

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

Subd. 2. Whenever possible, the district shall discuss with the Employee(s) any concern which may lead to a disciplinary action and shall offer constructive suggestions for correction before any disciplinary action is initiated.

Subd. 3. Employee(s) shall be entitled to have a representative of the Union present in the event that she/he is being reprimanded, warned or disciplined for any infraction of rules and delinquency in professional performance. If an Employee requests representation, no action shall be taken with respect to the matter until a representative of the Union is present, provided that the representative is available in a timely manner so as not to delay the action.

SECTION 3. PERSONNEL FILES

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

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

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

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

SECTION 4. JOB POSTING

Written notice of job openings of more than 30 working days duration shall be emailed to all employee's district email. The job posting will include the band and grade level assigned to the posted position. Applications of the interested parties should be submitted via the indicated method. The school district shall offer the position to the most senior qualified applicant for the position.

Candidate selection will not begin until the posting closes; positions will be posted for a minimum of 5 working days. Any internal candidates from the unit not granted a position has the right to request the reasons for rejection of his/her application with the intent being to increase or correct any qualifications that are lacking in order to be considered for future job openings.

SECTION 5. JOB ELIMINATION

The employer recognizes that the purpose of seniority is to provide declared policy as to the order of layoff and recall of employees. The employer shall meet with Union, in advance of any job elimination for the purpose of discussing the procedures to be followed. Seniority shall be determined by total years of continuous employment in the District. Senior employees may only displace less senior employees, if qualified.

Employees with the least seniority within a pay grade shall be laid off first.

SECTION 6. AFFECTED EMPLOYEES

For purposes of this section, employees whose positions are eliminated or reduced in hours below the level for which the incumbent is eligible for

insurance shall be known as 'affected employees' and shall have recourse to this bumping process.

An affected employee will first be placed into a vacant bargaining unit position, if qualified, except that the affected employee has no obligation: to accept a vacant position below the employee's original pay grade, to accept a position which is more than 1 hour per day different than the employee's previous position, to accept a position which would disqualify the employee for insurance benefits if the employee was previously eligible, to accept a shorter work year, or to accept a position for which she/he is not qualified.

If no vacant position is available, the affected employee may accept layoff without bumping, or may displace the least senior employee in the affected employee's classification, if qualified, who is less senior than the affected employee and who holds daily hours of up to one hour more than the affected employee held before layoff. Any employee displaced may then either accept layoff without bumping or may use the above displacement procedure. If no position is available in an affected employee's classification, the bumping process will continue in each subsequently lower classification.

SECTION 7. LAY-OFF LIST

When no further positions are available, or if the employee chooses not to use the bumping procedure, the employee will be placed on layoff status. An employee may retain layoff status for two (2) years from the date of layoff.

SECTION 8. RECALL

The school district will notify all employees on layoff of any open position for whom the position is at or below the pay grade the employee(s) held at the time of layoff. The district will discuss with each employee, in order of seniority as needed, the requirements and qualifications for each job. Employees on layoff shall have automatic right of recall to any position, if qualified, at or below the employee's original pay grade which is up to 1 hour per day more than the employee's original position.

When an employee is on layoff, the employee also has no obligation to accept an open position below the employee's original pay grade, to accept a position which is more than one hour per day different than the employee's previous position, to accept a position which would disqualify the employee for insurance benefits if the employee was previously eligible, to accept a shorter work year, or to accept a position for which she/he is not qualified.

An employee on layoff may decline one (1) open position which is not:

1. At the same pay grade the employee held at the time of layoff; and

2. No more than 1 hour per day different than the position the employee held at the time of layoff; and
3. Of a sufficient number of hours so the employee will be eligible for insurance benefits, if the employee were eligible before layoff; and
4. Scheduled for the same length of work year as the employee held at the time of layoff; and
5. A position for which the employee is qualified.

An employee will lose rights to recall if the employee declines an open position which is:

1. At the same pay grade the employee held at the time of layoff;
2. No more than 1 hour per day different than the position the employee held at the time of layoff;
3. Of a sufficient number of hours so the employee will be eligible for insurance benefits, if the employee were eligible before layoff; and
4. Scheduled for the same length of work year as the employee held at the time of layoff; and
5. A position for which the employee is qualified;

If an employee who is about to be laid off declines to displace another person, that employee has not declined an open position and enters layoff with full recall rights.

SECTION 9. SCHEDULED TIME REDUCTION

If there is a need for reduction to certain employees' scheduled work time (hours per day or days per year) within a job title, the reduction will be taken from the least senior person in the job title. If operational needs mandate that the least senior person's position cannot be the one reduced, the affected employee may displace the least senior person in the job title who is at or nearest to the amount of time for which the more senior person was scheduled.

SECTION 10. SENIORITY LIST

Subd. 1. Seniority Date.

An employee's seniority date will be the employee's first day of service within the bargaining unit. (New employees must complete the probationary period as defined in this agreement.) If two or more employees hold the same seniority date and the tie must be broken, seniority ranking for those employees shall be determined by random drawing of names. Each affected employee may attend the drawing or send a representative. The first name drawn shall be the most senior, and so on until all names are drawn.

Subd. 2. Annual Posting of List. The district will publish and post a seniority list in the district staff portal each year no later than October 1. Any employee whose name appears or should appear on the seniority list shall have 21 days from the date of the posting to request a change in the list. If no request for change is made, the list will be deemed accurate for the remainder of the year, except that modifications may be made due to employee terminations or new hires.

Article VIII Matching Annuity

SECTION 1. MATCHING ANNUITY

An eligible employee may participate in the District's matching annuity program as provided in M.S. 356.24, Subd. 1(5) ii, subject to the provisions contained in this Article.

SECTION 2. ELIGIBILITY

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

Subd. 1. Employees working at least 5 hours per day shall receive the full contribution.

SECTION 3. DISTRICT CONTRIBUTION

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

Subd. 1. The following table is to be used to calculate the matching amount for each participating employee. ~~Effective July 1, 2023, the maximum annual District contribution shall be based on matching an employee's contribution per the following:~~

			2023- 2024
Zero (0) through Three (3) years in Fridley			\$0
Four (4) through Nine (9) years in Fridley			\$2025
Ten (10) through Fourteen (14) years in Fridley			\$2150
Fifteen (15) years to Nineteen (19) years in Fridley			\$2275
Nineteen plus (19+) years in Fridley			\$2400

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Effective July 1, 2024, the maximum annual District contribution shall be based on matching an employee's contribution per the following:

	2024-2025
Zero (0) through nine (9) years completed in district	\$2,100
Starting 10 th year in district and higher	\$2,500

	2025-2026	2026-2027
Zero (0) through nine (9) years in Fridley	\$2625	\$3025
Ten (10) years and over in Fridley	\$2875	\$3275

Subd. 2. The District will contribute an amount equal to the employee's requested annual contribution up to the maximum amount listed in this Section.

Subd. 3. The District contribution will begin when the employee initiates an eligible investment program. The amount of the District's contribution will not to exceed the benefit schedule set out in Subd. 1 above.

Subd. 4 An employee may elect to contribute to the selected program more than the district match. This Article only defines the limits of the district's participation in the selected program.

Subd. 5. The district match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after the first year of eligibility.

Subd. 6. When an employee has an eligible plan in effect, the district's contribution shall be automatic unless the employee requests otherwise.

Subd. 7. All provisions of this Article are subject to applicable code provisions of Minnesota Statutes, Internal Revenue Code Section 403(b), but not subject to the Grievance Procedure at Article XIV.

Subd. 8. All qualified insurance companies authorized by the Minnesota State Board of Investment will be eligible to receive the employer match.

Subd. 9. Contributions cannot be retroactive to the previous calendar year.

Subd. 10. The District's maximum lifetime contribution shall be no more than \$50,000.

Subd. 11. Employees hired after July 1, 1990 and after they have accumulated 50 days of sick leave, may make an irrevocable election for the school district to contribute to the employee's 403(b) account up to 10 days of the annual allocation of sick leave at step one (1) of employee's band and grade. Members must make this irrevocable election prior to June 1st affecting the following fiscal years' accrual.

SECTION 4

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

Article IX Grievance Procedure

DEFINITIONS AND GENERAL PROVISIONS

A "**grievance**" is defined as a dispute between an employee or group of employees and the District regarding the interpretation of or adherence to the terms and/or provisions of the Agreement.

- 1. Representatives:** Either party, employee(s) or School District, may be represented during any step of the grievance procedure by any person or agent designated by such party.
- 2. Days:** In this procedure, a "day" is defined as a scheduled working day, which means a day the employee regularly scheduled to work excluding Saturdays, Sundays, legal holidays, or holidays contained within this Agreement.
- 3. Extension of Time Limits:** Time limits specified in this procedure may be extended or waived by mutual agreement.
- 4. Computation of Time:** In computing any period of time prescribed or allowed by this procedure, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or a legal holiday.

- 5. Filing and Postmark:** The filing or service of any notice or document shall be timely if it bears a postmark of the United States mail within the time period.
- 6. Time Limitation and Waiver:** Failure to file or appeal any grievance within the time periods prescribed in this procedure shall constitute a waiver of the grievance. Failure by the School District to respond within the time periods prescribed herein shall constitute a denial of the grievance and the grievant(s) may appeal the grievance to the next step.
- 7. Responses to Grievances:** In responding to a grievance at any step, the District representative shall issue a written decision to the employee(s) with the grievance, the union steward, and the union business agent.

Step 1. The employee(s) concerned shall first attempt to resolve the grievance informally with the appropriate immediate supervisor. If the parties do not reach an agreement regarding the grievance, the employee(s) may submit the grievance in writing to the Director of Administrative Services within ten scheduled working days of the date of occurrence or the date on which the employee(s) learned of the occurrence, whichever is later. Within five days of receipt, the District shall respond in writing to the grievance.

Step 2. The employee(s) may appeal the grievance to the Superintendent or designee within 5 days after the employee(s) receive the written response to Step 1. If the parties fail to agree or the matter has not been adjusted within 5 days after the grievance has reached Step 2, the employee(s) may appeal to Step 3.

Step 3. A Petition for Mediation may be filed within twenty (20) days with the State of Minnesota, Bureau of Mediation Services (BMS), to attempt to adjust the grievance. After each mediation session, the District representative(s) shall respond in writing to the grievance. If the parties cannot resolve the dispute within a reasonable time, the mediator shall declare a grievance impasse. If a grievance impasse has been declared, the dispute may then be appealed to Step 4.

Step 4. Arbitration Procedures

Subd. 1. Request.

A request to submit a grievance to arbitration must be in writing and such request must be sent to the office of the Superintendent and to the BMS within ten days following the day the employee(s) receive the written response to Step 3 of the grievance procedure.

Subd. 2. Prior Procedure Required.

No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator.

The party appealing the grievance shall request a list of arbitrators from the BMS. Upon receiving the list, the parties shall alternately strike arbitrators' names from the list until only one name remains. The parties shall determine which party will strike the first name by coin toss or other method of the parties' choice. The last remaining arbitrator shall hear the grievance.

Subd. 4. Submission of Grievance Information.

Upon appointment of the arbitrator, the appealing party shall, within five days after notice of appointment, forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall set forth the nature and basis of the grievance. Additional information shall be provided at the arbitrator's request.

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

Subd. 6. Decision. The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A. of 1971 as amended.

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

Subd. 8. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not

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

**Article X
Miscellaneous**

SECTION 1. RETIREMENT

As provided by law.

SECTION 2. PHYSICAL EXAMINATIONS

X-rays or Mantoux tests as required will be given at the expense of the District.

**Article XI
Duration**

THIS AGREEMENT shall be in force from July 1, 2023 through June 30, 2025, and shall continue as is from year to year unless either party shall notify the other in writing 60 days prior to expiration date of existing contract of their desire to re-open negotiations.

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

**School Service Employees
Local 284, SEIU**

**As Representing the School Board
School District 14**

By _____ By _____

By _____ By _____

By _____ Dated _____

By _____

By _____

Dated _____

~~2025-2027~~~~2023-2025~~

Attachment A
CLERICAL, MEDIA CLERK, HEALTH ASSISTANTS, AND TECHNOLOGY ASSISTANTS
WAGE SCHEDULE

SECTION 1. ~~2025-2026~~~~2023-2024~~ WAGE SCHEDULE

<u>B/G</u>	<u>A13</u>	<u>B21</u>	<u>B22</u>	<u>B23</u>	<u>B24</u>
<u>1</u>	<u>\$20.91</u>	<u>\$21.67</u>	<u>\$22.20</u>	<u>\$22.67</u>	<u>\$30.74</u>
<u>2</u>	<u>\$22.18</u>	<u>\$23.11</u>	<u>\$23.63</u>	<u>\$23.97</u>	<u>\$32.15</u>
<u>3</u>	<u>\$23.80</u>	<u>\$24.59</u>	<u>\$24.98</u>	<u>\$25.31</u>	<u>\$33.99</u>
<u>4</u>	<u>\$25.98</u>	<u>\$26.83</u>	<u>\$27.07</u>	<u>\$27.47</u>	<u>\$35.62</u>
<u>5</u>	<u>\$27.00</u>	<u>\$27.85</u>	<u>\$28.09</u>	<u>\$28.49</u>	<u>\$36.64</u>

12-month employees will receive \$.30 per hour above schedule.

<u>B/G</u>	<u>A13</u>	<u>B21</u>	<u>B22</u>	<u>B23</u>	<u>B24</u>
<u>1</u>	<u>\$18.54</u>	<u>\$19.28</u>	<u>\$19.80</u>	<u>\$20.26</u>	<u>\$28.18</u>
<u>2</u>	<u>\$19.78</u>	<u>\$20.70</u>	<u>\$21.21</u>	<u>\$21.54</u>	<u>\$29.56</u>
<u>3</u>	<u>\$21.38</u>	<u>\$22.15</u>	<u>\$22.53</u>	<u>\$22.85</u>	<u>\$31.36</u>
<u>4</u>	<u>\$23.51</u>	<u>\$24.34</u>	<u>\$24.58</u>	<u>\$24.97</u>	<u>\$32.96</u>
<u>5</u>	<u>\$24.51</u>	<u>\$25.34</u>	<u>\$25.58</u>	<u>\$25.97</u>	<u>\$33.96</u>

12-month employees will receive \$.30 per hour above schedule.

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SECTION 2. ~~2026-2027~~~~2024-2025~~ WAGE SCHEDULE

<u>B/G</u>	<u>A13</u>	<u>B21</u>	<u>B22</u>	<u>B23</u>	<u>B24</u>
<u>1</u>	<u>\$22.91</u>	<u>\$23.67</u>	<u>\$24.20</u>	<u>\$24.67</u>	<u>\$32.74</u>
<u>2</u>	<u>\$24.18</u>	<u>\$25.11</u>	<u>\$25.63</u>	<u>\$25.97</u>	<u>\$34.15</u>
<u>3</u>	<u>\$25.80</u>	<u>\$26.59</u>	<u>\$26.98</u>	<u>\$27.31</u>	<u>\$35.99</u>
<u>4</u>	<u>\$27.98</u>	<u>\$28.83</u>	<u>\$29.07</u>	<u>\$29.47</u>	<u>\$37.62</u>
<u>5</u>	<u>\$29.00</u>	<u>\$29.85</u>	<u>\$30.09</u>	<u>\$30.49</u>	<u>\$38.64</u>

12-month employees will receive \$.30 per hour above schedule.

B/G	A13	B21	B22	B23	B24
1	\$18.91	\$19.67	\$20.20	\$20.67	\$28.74
2	\$20.18	\$21.11	\$21.63	\$21.97	\$30.15
3	\$21.81	\$22.59	\$22.98	\$23.31	\$31.99
4	\$23.98	\$24.83	\$25.07	\$25.47	\$33.62
5	\$25.00	\$25.85	\$26.09	\$26.49	\$34.64

12-month employees will receive \$.30 per hour above schedule.

SECTION 3. EXPERIENCE INCREMENTS

Each employee will receive the following overrides effective July 1 after the employee has completed the indicated number of years of service. To determine eligibility for longevity pay, each employee's anniversary date will be adjusted to July 1 of the calendar year in which she/he was hired.

2023-2025

- After 10 years of service to the District \$0.50/hour
- After 15 years of service to the District \$0.65/hour
- After 20 years of service to the District \$0.85/hour

2025-2027

- After 5 years of service to the District \$0.35/hour
- After 10 years of service to the District \$0.60/hour
- After 15 years of service to the District \$0.75/hour
- After 20 years of service to the District \$0.90/hour
- After 25 years of service to the District \$1.05/hour

Translating/Interpreter Stipend:

Employees who are proficient in a second language or American Sign Language (ASL) and are performing translating/interpreting duties as part of their regular job duties or at the direction of the District, will earn \$.50/hour above the stated hourly wage.



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413 HARASSMENT AND VIOLENCE

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability (Protected Class).

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to maintain a learning and working environment that is free from harassment and violence on the basis of Protected Class. The School District prohibits any form of harassment or violence on the basis of Protected Class.
- B. A violation of this policy occurs when any student, teacher, administrator or other school district personnel harasses a student, teacher, administrator or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's Protected Class, as defined by this policy. (For purposes of this policy, school district personnel include School Board members, school employees, agents, volunteers, contractors or persons subject to the supervision and control of the District.)
- C. A violation of this policy occurs when any student, teacher, administrator or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's Protected Class.
- D. The School District will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based upon a person's Protected Class, and to discipline or take appropriate action against any student, teacher, administrator or any other school district personnel who is found to have violated this policy.

III. DEFINITIONS

- A. Assault is:
 - 1. an act done with intent to cause fear in another of immediate bodily harm or death;
 - 2. the intentional infliction of or attempt to inflict bodily harm upon another; or

3. the threat to do bodily harm to another with present ability to carry out the threat.
- B. “Harassment” prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual’s or group of individuals’ race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability when the conduct:
1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
 2. has the purpose or effect of substantially or unreasonably interfering with an individual’s work or academic performance; or
 3. otherwise adversely affects an individual’s employment or academic opportunities.
- C. “Immediately” means as soon as possible.
- D. Protected Classifications; Definitions
1. “Disability” means, with respect to an individual who:
 - a. has a physical, sensory, or mental impairment that materially limits one or more major life activities of such individual;
 - b. has a record of such an impairment;
 - c. is regarded as having such an impairment; or
 - d. has an impairment that is episodic or in remission and would materially limit a major life activity when active.
 2. “Familial status” means the condition of one or more minors having legal status or custody with:
 - a. the minor’s parent or parents or the minor’s legal guardian or guardians; or
 - b. the designee of the parent or parents or guardian or guardians with the written permission of the parent or parents or guardian or guardians. Familial status also means residing with and caring for one or more individuals who lack the ability to meet essential requirements for physical health, safety, or self-care because the individual or individuals are unable to receive and evaluate information or make or communicate decisions. The protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant

or is in the process of securing legal custody of an individual who has not attained the age of majority.

3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
 4. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
 5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
 6. “Sexual orientation” means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness. “Sexual orientation” does not include a physical or sexual attachment to children by an adult.
 7. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.
- F. Sexual Harassment; Definition
1. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct; or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment, or education; or
 - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s employment or education; or

- c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile or offensive employment or educational environment.
2. Sexual harassment may include, but is not limited to:
 - a. unwelcome verbal harassment or abuse;
 - b. unwelcome pressure for sexual activity;
 - c. unwelcome, sexually motivated or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators or other school district personnel to avoid physical harm to persons or property.
 - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
 - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
 - f. unwelcome behavior or words directed at an individual because of including gender identity or expression.

G. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof that involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statutes, section 609.341, include the primary genital area, groin, inner thigh, buttocks or breast, as well as the clothing covering these areas.
2. Sexual violence may include, but is not limited to:
 - a. touching, patting, grabbing or pinching another person's intimate parts;
 - b. coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
 - c. coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another; or

- d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence: Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to, an individual's Protected Class.

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of Protected Class by a student, teacher, administrator or other school district personnel, or any person with knowledge or belief of conduct that may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate School District official designated by this policy. A person may report conduct which may constitute harassment or violence anonymously. However, the School District may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the School District office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the Superintendent or Superintendent designee. If the complaint involves the building report taker, the complaint shall be made or filed directly with the Superintendent or school district human rights officer by the reporting party or complainant.
- D. In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of religious, racial or sexual harassment or violence prohibited by this policy at the building level. Any adult School District employee who receives a report of harassment or violence prohibited by this policy at the building level shall inform the report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the Superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- F. Upon receipt of a report, the building report taker must notify the School District human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.
- G. In the District. The School Board hereby designates the Director of Human Resources as the School District Human Rights Officer to receive reports or complaints of religious, racial or sexual harassment or violence. If the complaint involves a human rights officer, the complaint shall be filed directly with the Superintendent.
- H. The School District shall conspicuously post the name of the Human Rights Officer including mailing address and telephone numbers. S. Ike Isaacson, 6000 West Moore Lake Drive, Fridley, MN 55432 763-502-5013
- I. Submission of a good faith complaint or report of religious, racial or sexual harassment or violence will not affect the complainant or reporter's future employment, grades or work assignments, or educational or work environment.
- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. The School District will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the School District's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

Consequences for employees who permit, condone, or tolerate violence or harassment or engage in an act of reprisal or intentional false reporting of violence or harassment may result in disciplinary action up to and including termination or discharge.

Consequences for other individual engaging in prohibited acts of violence or harassment may include, but not be limited to, exclusion from school district property and events and/or termination of services or contracts.

V. INVESTIGATION

- A. By authority of the school district, the human right's officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the School District 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 incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.

- D. In addition, the School District may take immediate steps, at its discretion, to protect the target or victim, complainant, and students, teachers, administrators or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the School Board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the School District will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School District action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable School District policies and regulations.
- B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the targets or victims and alleged perpetrators of harassment or violence, the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.
- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

VII. RETALIATION OR REPRISAL

The School District will discipline or take appropriate action against any student, teacher, administrator or any other school district personnel employee who commits an action of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged harassment or violence prohibited by this policy who testifies, assists or participates in an investigation of retaliation or alleged harassment or violence, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment or disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the harassment or violence. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights or another state or federal agency, initiating civil action or seeking redress under state criminal statutes and/or federal law.

IX. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minnesota Statutes Chapter 260E may be applicable.
- B. Nothing in this policy will prohibit the School District from taking immediate action to protect victims of alleged harassment, violence or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be posted on the district website.
- B. This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- C. This policy shall appear in the student handbook.
- D. The School District will develop a method of discussing this policy with students and employees.

- E. The School District may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, resourcefulness, and/or sexual abuse prevention.

- F. This policy shall be reviewed at least annually for compliance with state and federal law.

Legal References:

Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. Ch. 260E. (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)413-9
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References:

MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination, Grievance Procedures and Process)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)



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School Board Action:

Adopted as Policy 11.406 December 20, 1994

Revised as Policy 413 October 19, 2004

Revised August 15, 2006

Revised November 18, 2014

Revised February 17, 2015

Revised May 17, 2016

Revised December 20, 2016

Revised September 18, 2018

Revised July 12, 2022

Revised August 20, 2024

Revised June 17, 2025



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414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected child neglect or physical or sexual abuse.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to fully comply with Minnesota Statute Chapter 260E requiring school personnel to report suspected child neglect or physical or sexual abuse.
- B. It shall be a violation of this policy for any school personnel to fail to immediately report instances of child neglect, or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.
- C. This policy reflects the mandatory law regarding reporting of maltreatment of minors and is not discretionary in nature.

III. DEFINITIONS

- A. “Accidental” means a sudden, not reasonably foreseeable, and unexpected occurrence or event that:
 - 1. is not likely to occur and could not have been prevented by exercise of due care; and
 - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. “Child” means one under age 18 and, for purposes of Minnesota Statute Ch. 260C (Juvenile Safety and Placement) and Minnesota Statute Ch. 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minnesota Statute § 260C.451 (Foster Care Benefits Past Age 18).
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.

- D. "Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.
- E. "Neglect" means the commission or omission of any of the acts specified below other than by accidental means:
1. Failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health, medical, or other care required for the child's physical or mental health when reasonably able to do so,;
 2. Failure to protect a child from conditions or actions that seriously endanger the child's physical or mental health when reasonably able to do so; including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
 3. Failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors as the child's age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for the child's own basic needs or safety or the basic needs or safety of another child in his or her care;
 4. Failure to ensure that a child is educated in accordance with state law, which does not include a parent's refusal to provide his or her child with sympathomimetic medications;
 5. Prenatal exposure to a controlled substance as defined in state law used by the mother for a non-medical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child's birth, medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance or the presence of a fetal alcohol spectrum disorder;
 6. Medical neglect as defined by Minn. Stat. § 260C.007, Subd. 6, Clause (5);
 7. Chronic and severe use of alcohol or a controlled substance by a person responsible for the care of the child that adversely affects the child's basic needs and safety; or
 8. Emotional harm from a pattern of behavior which contributes to impaired emotional functioning of the child which may be demonstrated by a

substantial and observable effect in the child’s behavior, emotional response, or cognition that is not within the normal range for the child’s age and stage of development, with due regard to the child’s culture.

Neglect does not occur solely because the child’s parent, guardian, or other person responsible for the child’s care in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the child in lieu of medical care.

- F. “Nonmaltreatment mistake” occurs when (1) at the time of the incident, the individual was performing duties identified in the center’s child care program plan required under Minn. Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minn. Rules Ch. 9503.
- G. “Person responsible for the child’s care” means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employee or agent, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- H. “Physical abuse” means any physical injury, mental injury (under subdivision 13), or threatened injury (under subdivision 23), inflicted by a person responsible for the child’s care on a child other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child’s history of injuries or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minn. Stat. § 121A.0942 or § 245.825.

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian that does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by Minn. Stat. § 121A.582.

Actions that are not reasonable and moderate include, but are not limited to, any of the following:

1. throwing, kicking, burning, biting, or cutting a child;
 2. striking a child with a closed fist;
 3. shaking a child under age three;
 4. striking or other actions that result in any non-accidental injury to a child under 18 months of age;
 5. unreasonable interference with a child's breathing;
 6. threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6;
 7. striking a child under age one on the face or head;
 8. striking a child who is at least age one but under age four on the face or head, which results in an injury;
 9. purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances that were not prescribed for the child by a practitioner, in order to control or punish the child, or other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or that subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances;
 10. unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379. including, but not limited to, tying, caging, or chaining; or;
 11. in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minn. Stat. § 121A.58.
- I. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes maltreatment of a child and contains sufficient content to identify the child and any person believed to be responsible for the maltreatment, if known.
- J. "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement or child care services.

- K. “Sexual abuse” means the subjection of a child by a person responsible for the child’s care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a position of authority (as defined in Minn. Stat. § 609.341, Subd. 10), to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor which constitutes a violation of Minnesota statutes prohibiting prostitution, or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation which requires registration under Minn. Stat. § 243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).
- L. “Threatened injury” means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child’s care who has (1) subjected the child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm under Minnesota Statutes, section 260E.03, subdivision 5, or a similar law of another jurisdiction; (2) been found to be palpably unfit under Minnesota Statutes, section 260C.301 subdivision 1, paragraph (b), clause 3, or a similar law or another jurisdiction; (3) committed an act that resulted in an involuntary termination of parental rights under Minnesota Statutes, section 260C.301, or a similar law of another jurisdiction; (4) , or committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative or parent under Minnesota Statutes, section 260C.515, subdivision 4, or a similar law of another jurisdiction.

IV. REPORTING PROCEDURES

- A. A mandated reporter shall immediately report the information to the local welfare agency, agency responsible for assessing or investigating the report, police department, county sheriff, tribal social services agency, or tribal police department. The reporter will include his or her name and address in the report.
- B. An oral report shall be made immediately by telephone or otherwise. The oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing or investigating the

report. Any report shall be of sufficient content to identify the child, any person believed to be responsible for the maltreatment of the child if the person is known, the nature and extent of the maltreatment and the name and address of the reporter.

- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred and may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of custodial or parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report is made, because of the report.
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, plus costs and reasonable attorney fees. Knowingly or recklessly making a false report also may result in discipline.

V. INVESTIGATION

- A. The responsibility for assessing or investigating reports of suspected maltreatment rests with the appropriate state, county, or local agency or agencies. The agency responsible for assessing or investigating reports of maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the

alleged offender, and any other person with knowledge of the maltreatment for the purpose of gathering facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of the alleged offender or parent, legal guardian, or school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.

- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- C. Except where the alleged offender is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- D. Where the alleged offender is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.
- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

Under certain circumstances, alleged physical or sexual abuse may also be sexual harassment or violence under Minnesota law. If so, the duties relating to the reporting and investigation of such harassment or violence may be applicable.

VIII. DISSEMINATION OF POLICY AND TRAINING

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

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
Minn. Stat. § 260C.007, Subd.6, Clause (5) (Child in Need of Protection)
Minn. Stat. §260C.301 (Termination of Parental Rights)
Minn. Stat. §260C.451 (Foster Care Benefits Past Age 18)Minn. Stat. CH. 260D (Child in Voluntary Foster Care for Treatment)
Minn. Stat. Ch 260 E (Reporting of Maltreatment of Miners)



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

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- Minn. Stat. § 609.02, Subd.6 (Definitions – Dangerous Weapon)
- Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)
- Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)
- Minn. Stat. § 609.379 (Reasonable Force)
- 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References:

MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)

School Board Action:

- Policy 8.206 Reporting of Child Abuse 1975
- Revised 1980
- Revised 1983
- Revised as Policy 414 February 21, 2006
- Revised March 20, 2007
- Revised July 15, 2008
- Revised July 19, 2011
- Revised February 18, 2014
- Revised May 17, 2016
- Revised July 18, 2017
- Revised April 21, 2020
- Revised March 15, 2022
- Revised July 15, 2025

Annual Review:

<u>Month</u>	<u>Year</u>	<u>Notes</u>
March	2022	Reviewed & Updated
March	2023	Reviewed
March	2024	Reviewed
July	2025	Reviewed & Updated

One Reading Needed - Legislative Changes



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418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
- B. It shall be a violation of this policy for any student, teacher, administrator, other school district personnel, or member of the public to use alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, or controlled substances in any school location.
- C. An individual may not use or possess cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13, including all facilities, whether owned, rented, or leased, and all vehicles that the school district owns, leases, rents, contracts for, or controls.
- D. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

- A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent of alcohol by volume.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.

- C. “Edible cannabinoid product” means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.
- D. “Nonintoxicating cannabinoid” means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by injection, inhalation, ingestion, or by any other immediate means.
- E. “Medical cannabis” means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method approved by the commissioner.
- F. “Possess” means to have on one’s person, in one’s effects, or in an area subject to one’s control.
- G. “School location” includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.
- H. “Sell” means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.
- I. “Toxic substances” includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the commissioner of health.
- J. “Use” means to sell, buy, manufacture, distribute, dispense, be under the influence of, or consume in any manner, including, but not limited to, consumption by injection, inhalation, ingestion, or by any other immediate means.

IV. EXCEPTIONS

- A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.
- B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes, section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).
- C. A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor
- D. The school district may not refuse to enroll or otherwise penalize a patient or person enrolled in the Minnesota Patient Registry Program or a Tribal medical cannabis program as a pupil solely because the patient or person is enrolled in the registry program or a Tribal medical cannabis program, unless failing to do so would violate federal law or regulations or cause the school to lose a monetary or licensing-related benefit under federal law or regulations.

An employer or a school must provide written notice to a patient at least 14 days before the employer or school takes an action against the patient a prohibited under Minnesota Statutes, section 342.57, subdivision 3 or 5. The written notice must cite the specific federal law or regulation that the employer or school believes would be violated if the employer or school fails to take action. The notice must specify what monetary or licensing-related benefit under federal law or regulations that the employer or school would lose if the employer or school fails to take action.

A school or an employer must not retaliate against a patient for asserting the patient's rights or seeking remedies under Minnesota Statutes, section 342.57 or section 152.32

V. PROCEDURES

- A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, must comply with the school district's student medication policy.

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

VI. SCHOOL PROGRAMS

- A. Starting in the 2026-2027 school year, the school district must implement a comprehensive education program on cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, for students in middle school and high school. The program must include instruction on the topics listed in Minnesota Statutes, section 120B.215, subdivision 1 and must:
 - 1. respect community values and encourage students to communicate with parents, guardians, and other trusted adults about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl; and

2. refer students to local resources where students may obtain medically accurate information about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, and treatment for a substance use disorder.
- B. School district efforts to develop, implement, or improve instruction or curriculum as a result of the provisions of this section must be consistent with Minnesota Statutes, sections 120B.10 and 120B.11.
 - C. Notwithstanding any law to the contrary, the school district shall have a procedure for a parent, a guardian, or an adult student 18 years of age or older to review the content of the instructional materials to be provided to a minor child or to an adult student pursuant to this article. The district must allow a parent or adult student to opt out of instruction under this article with no academic or other penalty for the student and must inform parents and adult students of this right to opt out.

VII. ENFORCEMENT

A. Students

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids, and edible cannabinoid products,
2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service. which may be provide by school based mental health services providers; and/or referral to law enforcement officials when appropriate.
3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction.

2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.
3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.
4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

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

Legal References:

Minn. Stat. § 120B.215 (Education on Cannabis Use and Substance Use)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01, Subd. 15a (Definitions)
Minn. Stat. § 152.0264 (Cannabis Sale Crimes)
Minn. Stat. § 152.22, subd. 6 (Definitions; Medical Cannabis;)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 342.09 (Personal Adult Use of Cannabis)
Minn. Stat. § 342.56 (Limitations)
Minn. Stat. § 609.684 (Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-7165 (Student Support and Academic Enrichment Grants)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 701-707 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 85 (Government-Wide Requirements for Drug-Free Workplace)

Cross References:

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



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

Resources:

To support the requirements for school districts and charter schools outlined in Minnesota Statute 2024, section 120B.215, subdivision 2, and in accordance with subdivision 1, MDE, in collaboration with MDH, the Minnesota Department of Human Services (DHS), and education experts, has created a List of Model Cannabis Education Programs for School District and Charter School Consideration.

Schools may choose to implement one of the listed programs or they may implement their own program(s) identified through a local curriculum adoption process by the 2026-27 school year. While it is not required for a school district or charter school to use one of the programs in the list, the list and rubric provided may be useful to school districts and charter schools in their own decision-making process.

Please visit MDE's Health Education webpage for more information.

Adopted as Policy 11.40 June 25, 1985
Revised July 9, 1991
Revised as Policy 418 October 16, 2007
Reviewed August 20, 2013
Revised November 21, 2017
Revised October 18, 2022
Revised August 15, 2023
Revised August 20, 2024
Revised July 15, 2025

501 SCHOOL WEAPONS POLICY

I. PURPOSE

The purpose of this policy is to assure a safe school environment for students, staff and the public.

II. GENERAL STATEMENT OF POLICY

No student or non-student, including adults and visitors, shall possess, use or distribute a weapon when in a school building or on a School Location except as provided in this policy. Furthermore, no student or non-student, including adults and visitors, shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate, and such use will be treated as the possession and use of a weapon.

The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

III. DEFINITIONS

- A. "Dangerous Weapon" means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm. As used in this definition, "flammable liquid" means any liquid having a flash point below 100 degrees Fahrenheit and having a vapor pressure not exceeding 40 pounds per square inch (absolute) at 100 degrees Fahrenheit but does not include intoxicating liquor. As used in this subdivision, "combustible liquid" is a liquid having a flash point at or above 100 degrees Fahrenheit.
- B. "Non-student" Any person who is not a student including, but not limited to: teachers, other staff, parents, visitors, students of other public or private schools and any person on or in the school location.
- C. "Possession" means having a weapon on one's person or in an area subject to one's control in a school location.
- D. "School Location" includes any school building or grounds, whether leased, rented, owned or controlled by the School, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, including school-related child care centers, and anywhere students are under the jurisdiction of the School District.

D.E. “Weapon”

1. “Weapon” means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; air guns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; numchucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.
2. “Facsimile Weapon” means any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons which are broken or nonfunctional; look-alike guns; toy guns; and any object that is a fake weapon or facsimile of a real weapon.
3. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.
4. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

~~E. “School Location” includes any school building or grounds, whether leased, rented, owned or controlled by the School, locations of school activities or trips, bus stops, school buses or school vehicles, school contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, including school-related child care centers, and anywhere students are under the jurisdiction of the School District.~~

~~F. "Non student" Any person who is not a student including, but not limited to: teachers, other staff, parents, visitors, students of other public or private schools and any person on or in the school location.~~

~~G. “Possession” means having a weapon on one’s person or in an area subject to one’s control in a school location.~~

IV. EXCEPTIONS

- A. A student who finds a weapon on the way to school or in a School Location, or a student who discovers that he or she accidentally has a weapon in his or her possession and takes

the weapon immediately to the principal's office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal's office, a student shall not be considered to possess a weapon if he or she immediately turns control of the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon's location. Any person receiving a weapon during the process of administering this procedure will be exempt from a violation of the procedure.

- B. It shall not be a violation of this policy if a non-student (or student where specified) falls within one of the following categories:
1. Active licensed peace officers,
 2. Military personnel, or students or nonstudents participating in military training, who are on duty performing official duties;
 3. Persons authorized to carry a pistol under Minn. Stat., §624.714, while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;
 4. Persons who keep or store in a motor vehicle pistols in accordance with Minn. Stat., §§624.714 or 624.715, or other firearms in accordance with §97B.045;
 - a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for "antique firearms, which are carried or possessed as curiosities or for their historical significance or value."
 - b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (a) unloaded and in a gun case without any portion of the firearm exposed; (b) unloaded and in the closed trunk; or (c) a handgun carried in compliance with §§624.714 and 624.715.
 5. Firearm safety or marksmanship courses or activities for students or nonstudents conducted on school property;
 6. Possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;
 7. A gun or knife show held on school property;
 8. Possession of dangerous weapons, BB guns, or replica firearms with written permission of the District Superintendent.

9. Persons who are on unimproved property owned or leased by a child care center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.

C. Policy Application to Instructional Equipment/Tools

While District 14 does not allow the possession, use or distribution of weapons by students, or non-students, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or non-students. Such equipment and tools, when properly possessed, used and stored, shall not be considered in violation of the rule against the possession, use or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

A School District may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the “lawful” carry or possession of a firearm in a school parking lot or parking facility is specifically limited to: 1) Non-student permit-holders authorized under Minn. Stat., § 624.714, to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle or 2) persons authorized under Minn. Stat, Section 97B.045 transporting unloaded and fully cased firearms in a vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder’s vehicle shall constitute a violation of this policy.

V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/DISTRIBUTION

- A. District 14 does not allow the possession, use or distribution of weapons by students. Consequently, the minimum consequence for students possessing, using or distributing weapons shall include:

1. Immediate out-of-school suspension;
2. Confiscation of the weapon;
3. Immediate notification of police;
4. Parent or guardian notification as soon as is practical; and
5. Recommendation to the Superintendent of dismissal for a period of time not to exceed one year.

B. Administrative Discretion

While District 14 does not allow the possession, use or distribution of weapons by students, the Superintendent may use discretion in determining whether, under the

circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

- C. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The School Board may modify this requirement on a case-by-case basis.

VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NON-STUDENTS

A. Employees

1. Employees are prohibited from carrying or possessing firearms in school buildings or on school property, while acting in the course and scope of employment.
2. An employee who violates the terms of this policy is subject to disciplinary action, including non-renewal, suspension, or discharge as deemed appropriate by the School Board.
3. Sanctions against employees, including non-renewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and School District policies.
4. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

B. Other Non-students

1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another School District, that School District may be contacted concerning the policy violation.
2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

VII. REPORTS OF DANGEROUS WEAPON AND ACTIVE SHOOTER INCIDENTS IN SCHOOL ZONES

- A. The school district must electronically report to the Minnesota Commissioner of the Minnesota Department of Education (“Commissioner”) incidents involving the use or

possession of a dangerous weapon in school zones, as required under Minnesota Statutes, section 121A.06.

B. The school district must electronically file an after-action review report for active shooter incidents and active shooter threats to the Minnesota Fusion Center as required under Minnesota Statutes, section 121A.06.

1. "Active shooter incident" means an event involving an armed individual or individuals on campus or an armed assailant in the immediate vicinity of the school.

2. "Active shooter threat" means a real or perceived threat that an active shooter incident will occur.

Legal References:

Minn. Stat. § 97B.045 (Transportation of Firearms)
Minn. Stat. § 121A.05 (Referral to Police)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 609.02, Subd. 6 (Definition of Dangerous Weapon)
Minn. Stat. § 609.605 (Trespass)
Minn. Stat. § 609.66 (Dangerous Weapons)
Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)
18 U.S.C. § 921 (Definition of Firearm)
In re C.R.M., 611 N.W.2d 802 (Minn. 2000)

Cross References:

MSBA/MASA Model Policy 403 (Discipline, Suspension and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 525 (Violence Prevention)

School Board Action:

Adopted as Policy 8.302
Revised as Policy 501, July 18, 2002
Revised September 16, 2003
Revised August 15, 2006
Revised February 19, 2013
Revised December 18, 2018
Revised October 19, 2021
Revised April 18, 2023
Revised July 15, 2025

503 Student Attendance

I. Purpose

- A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.
- B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher and administrators. This policy will assist students in attending class.

II. General Statement of Policy

A. Responsibilities

1. Student's Responsibility

Students shall read the student handbook to become aware of and follow the attendance rules. It is the student's right to be in school, to attend classes, and to learn. It is also the student's responsibility to attend all assigned classes and/or study halls every day that school is in session as well as to be aware of and follow the correct attendance procedures when absent from an assigned class or study hall. It is also the student's responsibility to request and collect any missed assignments due to an absence.

2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure that the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and/or study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly and fairly. The teacher is responsible to provide any student who has been absent with any missed assignments within a reasonable time period upon request. Finally, it is the teacher's responsibility to work cooperatively

with the student and the student's parent or guardian to solve any attendance problems and to re-establish positive student attendance behaviors.

4. Administrator's Responsibility

- a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance, to apply these procedures uniformly and fairly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.
- b. In accordance with the Minnesota Compulsory Instruction Law, Minn. Stat. § 120A.22, the students of the school district are **REQUIRED** to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

The School Board attendance policy and any additional school attendance procedures shall be summarized annually in the student handbook and distributed each year to students. The handbook will be presented to the School Board for review and approval each year.

1. Excused absences

- a. A parent, guardian or other person having control of a child may apply to a school district to have the child excused from attendance for the whole or any part of the time school is in session during any school year. Application may be made to, a truant officer or the school official designated by the principal. A note from a physician or a licensed mental health professional stating that the student cannot attend school is a valid excuse.
- b. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school.
- c. The board of the district in which the child resides may approve the application under subparagraph (a) above upon a legitimate exception being demonstrated to the satisfaction of that board.
- d. Legitimate Exceptions

The following reasons shall be sufficient to constitute excused absences:

- 1) that the child's physical or mental health is such as to prevent attendance at school or application to study for the period required, which includes:
 - a. child illness, medical, dental, orthodontic, or counseling appointments; including appointments conducted through telehealth;
 - b. family emergencies;
 - c. the death of serious illness or funeral of an immediate family member;
 - d. active duty in any military branch of the United States;
 - e. the child has a condition that requires ongoing treatment for a mental health diagnosis; or
 - f. other exemptions included in this attendance policy.
- 2) That the child has already completed state and district standards required for graduation from high school; or
- e. That it is the wish of the parent, guardian, or other person having control of the child, that the child attend for a period or periods not exceeding in the aggregate three hours in any week, instruction conducted by a Tribal spiritual or cultural advisor, or a school for religious instruction conducted and maintained by a church, or association of churches, or any Sunday school association incorporated under the laws of this state, or any auxiliary thereof. This instruction must be conducted and maintained in a place other than a public school building, and it must not, in whole or in part, be conducted and maintained at public expense. A child may be absent from school on days that the child attends upon instruction according to this clause.

Consequences of Excused Absences

- 1) Students are permitted and required to make-up work missed due to excused absences. This work will include all assignments missed or the completion of alternative assignments as deemed appropriate by the classroom teacher.
- 2) Class work missed because of absence must be made up within a reasonable time period as listed in the teacher's written attendance procedures, starting from the date of the student's return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may decide to

extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

2. Unexcused Absences

a. The following are examples of absences which will not be excused:

- 1) Truancy is defined as a student absence not approved by the parent and/or the school official
- 2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures
- 3) Work at home
- 4) Work at a business, except under a school-sponsored work release program
- 5) Absences resulting from cumulated unexcused tardies (2 tardies equal one unexcused absence)
- 6) Any other absences as listed in the approved student handbook.

b. Consequences of Unexcused Absences

- 1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act.
- 2) Days during which a student is suspended from school shall not be counted in a student's total cumulated unexcused absences.
- 3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota Statutes.
- 4) Students with unexcused absences shall be subject to discipline in the following manner:
 - a. Parents will be contacted each time their child has an unexcused absence.
 - b. After such notification, the student or his or her parent or guardian may, within a reasonable time, request a conference with school officials regarding the student's absences. The notification will strongly urge the student's parent or guardian to request such a conference.
 - c. After three unexcused absences, a student's parent or guardian will be notified by mail that his or her child is nearing a total which may result in a loss of credit for that course, as determined by the teacher and/or administrator.

d. The teacher and/or administration may impose the loss of academic credit in the class or classes from which the student has had unexcused absences exceeding the number specified in each school's student handbook. However, prior to loss of credit, an administrative conference must be held between the principal, student and parent.

a. If the result of a grade reduction or loss of credit has the effect of an expulsion, the school district will follow the procedures set forth in the Pupil Fair Dismissal Act.

C. Tardiness

1. **Definition:** Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.

2. Procedures for Reporting Tardiness

a. Students tardy at the start of school must report to the school office for an admission slip

b. Tardiness between periods will be handled by the teacher.

3. Excused Tardiness

Valid excuses for tardiness are:

a. Illness

b. Serious illness in the student's immediate family;

c. A death in the student's immediate family or of a close friend or relative;

d. Medical, dental, orthodontic, or mental health treatment;

e. Court appearances occasioned by family or personal action;

f. Physical emergency conditions such as fire, flood, storm, etc;

g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.

4. Unexcused Tardiness

a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

b. Consequences of tardiness may include detention after a school-specified number of unexcused tardies, or other consequences as listed above for unexcused absences. School procedures may specify that a certain number of unexcused tardies will be considered equivalent to one unexcused absence.

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.
2. School-initiated absences will be accepted and student participation permitted for that day.
3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.
4. If a student is suspended from any class, he or she may not participate in any activity or program that day.
5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program. If the coach or advisor determines that the note does not meet a reasonable standard for excusing the student's absence, he/she may restrict or exclude the student from that day's activity.

III. Religions Observance Accommodation

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. Requests for accommodation should be directed to the building principal.

IV. Dissemination of Policy

- A. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.
- B. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

V. Required Reporting of Student Truancies

A. Continuing Truant

Minn. Stat. § 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minn. Stat. § 120A.22 and is absent from instruction in a school, as defined in Minn. Stat. § 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or

2. Three or more class periods on three days if the child is in middle school or high school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minn. Stat. 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following information:

1. The child is truant;
2. The parent or guardian should notify the school if there is a valid excuse for the child's absences;
3. The parent or guardian is obligated to compel the attendance of the child at school pursuant to Minn. Stat. 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minn. Stat. 120A.34;
4. This notification serves as the notification required by Minn. Stat. 120A.34;
5. Alternative educational programs and services may be available in the child's enrolling or resident district;
6. The parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;
7. If the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minn. Stat. Ch. 260;
8. If the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minn. Stat. 260C.201; and
9. It is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under that age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per year and who has not lawfully withdrawn from school.

2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minn. Stat. Ch. 260A.

Legal References:

Minn. Stat. 120A.05 (Definitions)
Minn. Stat. 120A.22 (Compulsory Instruction)
Minn. Stat. 120A.24 (Reporting)
Minn. Stat. 120A.26 (Enforcement and Prosecution)
Minn. Stat. 120 A.34 (Violations; Penalties)
Minn. Stat. 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. 260A.02 (Definitions)
Minn. Stat. 260A.03 (Notice to Parent or Guardian when Child is Continuing Truant)
Minn. Stat. 260C.007, Subd. 19 (Habitual Truant defined)
Minn. Stat. 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
Goss v. Lopez, 419 U.S. 565, 95 S.Ct. 729 (1975)
Slocum v. Holton Board of Education, 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Board of Education of New Milford, 475 A.2d 289 (Conn. 1984)
Hamer v. Board of Education of Township High School District No. 113, 66 Ill. App.3d 7 (1978)
Gutierrez v. School District R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Board of Education, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

Cross References:

MSBA/MASA Model Policy 506 Student Discipline

SCHOOL BOARD ACTION:

Adopted as Policy 8.101
Revised as Policy 503 June 18, 2002
Revised February 16, 2016
Revised October 19, 2021
Revised August 20, 2024
Revised July 15, 2025



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512 School Sponsored Student Publications and Activities

I. Purpose

The purpose of this policy is to protect students' rights to free speech in the production of school-sponsored media and activities while at the same time balancing the school administration's role in supervising student publications and the operations of public schools.

II. General Statement of Policy

- A. Expressions and representations made by students in school-sponsored publications and activities are not expressions of official school district policy. Faculty advisors shall supervise student writers to ensure compliance with the law and school district policies.
- B. Students who believe their right to free expression has been unreasonably restricted in a school-sponsored media or activity may seek review of the decision by the building principal. The principal shall issue a decision no later than three (3) school days after review is requested.
 - 1. Students producing school-sponsored media and activities shall be under the supervision of a faculty advisor and the school principal. School-sponsored media and activities shall be subject to the guidelines set forth below.
 - 2. School-sponsored media may be distributed at reasonable times and locations.

III. Definitions

- A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting or displaying material, or placing materials in internal staff or student mailboxes, or emails, or Peach Jar, the district's online flyer distribution portal.
- B. "Obscene to minors" means:
 - 1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested.

2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts; and
 3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- C. "Minor" means any person under the age of eighteen (18).
- D. "Material and substantial disruption" of a normal school activity means:
1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
 2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.
- In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.
- E. "School activities" means any activity of students sponsored by the school or district including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and other theatrical productions, and in-school lunch periods.
- F. "School-sponsored media" means material that is:
- a. prepared, wholly or substantially written, published, broadcast, or otherwise disseminated by a student journalist enrolled in the school district;
 - b. distributed or generally made available to students in the school; and
 - c. prepared by a student journalist under the supervision of a student media advisor.

School-sponsored media does not include material prepared solely for distribution or transmission in the classroom in which the material is produced, or a yearbook.

- G. "Student journalist" means a school district student in grades 6 through 12 who gathers, compiles, writes, edits, photographs, records, or otherwise prepares information for dissemination in school-sponsored media.
- H. "Student media advisor" means a qualified teacher, as defined in Minnesota Statutes, section 122A.16, that the school district employs, appoints, or designates to supervise student journalists or provide instruction relating to school-sponsored media.

IV. Guidelines

- A. Except as provided in paragraph B below, a student journalist has the right to exercise freedom of speech and freedom of the press in school-sponsored media regardless of whether the school-sponsored media receives financial support from the school or district, uses school equipment or facilities in its production, or is produced as part of a class or course in which the student journalist is enrolled. Freedom of speech includes freedom to express political viewpoints. Consistent with paragraph B below, a student journalist has the right to determine the news, opinion, feature, and advertising content of school-sponsored media. The school district must not discipline a student journalist for exercising rights or freedoms under this paragraph or the First Amendment of the United States Constitution.
- B. Student expression in school-sponsored media, a yearbook, or school-sponsored activity is prohibited when the material:
 - 1. is obscene to minors;
 - 2. is defamatory;
 - 3. is profane, harassing, threatening, or intimidating;
 - 4. constitutes an unwarranted invasion of privacy;
 - 5. violates federal or state law;
 - 6. causes a material and substantial disruption of school activities;
 - 7. is directed to inciting or producing imminent lawless action on school premises or the violation of lawful school policies or rules, including a policy adopted in accordance with Minnesota Statutes, section 121A.03 or 121A.031;
 - 8. advertises or promotes any product or service not permitted for minors by law;

9. advocates sexual, racial or religious harassment or violence or prejudice; or
 10. is distributed or displayed in violation of time, place and manner regulations.
- C. The school district must not retaliate or take adverse employment action against a student media advisor for supporting a student journalist exercising rights or freedoms under paragraph A above or the First Amendment of the United States Constitution.
- D. Notwithstanding the rights or freedoms of this Article or the First Amendment of the United States Constitution, nothing in this Article inhibits a student media advisor from teaching professional standards of English and journalism to student journalists.

These professional standards may include, but are not limited to, the following:

1. assuring that participants learn whatever lessons the activity is designed to teach;
 2. assuring that readers or listeners are not exposed to material that may be inappropriate for their level of maturity;
 3. assuring that the views of the individual speaker are not erroneously attributed to the school;
 4. assuring that the school is not associated with any position other than neutrality on matters of political controversy;
 5. assuring that the sponsored student speech cannot reasonably be perceived to advocate conduct otherwise inconsistent with the shared values of a civilized social order;
 6. assuring that the school is not associated with expression that is, for example, ungrammatical, poorly written, inadequately researched, biased or prejudiced, vulgar or profane, or unsuitable for immature audiences.
- E. Time, Place, and Manner of Distribution

1. Time

Distribution shall be limited to the hours before the school day begins, during lunch hour and after school is dismissed.

2. Place



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Written materials may be distributed in locations so as not to interfere with the normal flow of traffic within the school hallways, walkways, entry ways and parking lots. Distribution shall not impede entrance to or exit from school premises in any way.

3. Manner

No one shall induce or coerce a student or staff member to accept a student publication.

V. Posting

The school district must adopt a student journalist policy consistent with Minnesota Statutes, section 121A.80 and post it on the district website.

Legal References:

U.S. Constitution, First Amendment

Hazelwood School District v. Kuhlmeier, 484 U.S. 260, 108 S. Ct. 562, 98 L.Ed.2d 592 (1988)

Bystrom v. Fridley High School, I.S.D. No. 14, 822 F.2d 747 (8th Cir. 1987)

Morse v. Frederick, 551 U.S. 393, 127 S.Ct. 2618, 168 L.Ed.2d 290 (2007)

Minn. Stat. § 121A.03 (Model Policy)

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

Minn. Stat. § 121A.80 (Student Journalism; Student Expression)

Cross References:

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 904 (Distribution of Materials on School District Property by Nonschool Persons)

SCHOOL BOARD ACTION:

Revised as Policy 8.506

Revised as Policy 512 June 18, 2002

Revised November 16, 2021

Revised August 20, 2024

Revised June 17, 2025

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

I. Purpose

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

II. General Statement of Policy

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

III. Definitions

- A. "Authorized representative" means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.
- B. "Biometric record," as referred to in "Personally Identifiable," means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voice prints, DNA sequence, facial characteristics, and handwriting).
- C. "Dates of attendance," as referred to in Directory Information, means the period of time during which a student attends or attended a school or schools in the school district. The term does not include specific daily records of a student's attendance at a school or schools in the school district.
- D. "Directory Information"
- a. **Under federal law** "directory information" means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. For purposes of this policy, directory information includes, but is not limited to: the student's name, date and place of birth, class designation or grade level, participation in officially

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

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

b. Under Minnesota law, a school district may not designate a student's home address, telephone number, email address, or other personal contact information as "directory information".

E. "Education Records"

1. "Education records" means those records that are: (1) directly related to a student; and (2) maintained by the school district or by a party acting for the school district.
2. The term "education records" does not include:

- a. Records of instructional, supervisory and administrative personnel and educational personnel which:
 - i. kept in the sole possession of the maker of the record; and
 - ii. used only as a personal memory aid;
 - iii. are not accessible or revealed to any other individual except a temporary substitute; and
 - iv. are destroyed at the end of the school year.
- b. Records of a law enforcement unit of the school district, provided educational records maintained by the school district are not disclosed to the unit, and the law enforcement records are:
 - i. maintained separately from education records;
 - ii. maintained solely for law enforcement purposes; and
 - iii. disclosed only to law enforcement officials of the same jurisdiction.
- c. Records relating to an individual, including a student, who is employed by the school district that:
 - i. are made and maintained in the normal course of business;
 - ii. relate exclusively to the individual in that individual's capacity as an employee; and
 - iii. are not available for use for any other purpose.

However, records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.

- d. Records relating to an eligible student, or a student attending an institution of post-secondary education, which are:
 - i. made or maintained by a physician, psychiatrist, psychologist or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;

- ii. made, maintained, or used only in connection with the provision of treatment to the student; and
 - iii. disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.
 - e. Records created or received by the school district after an individual is no longer a student at the school district.
 - f. Grades on peer-related papers before the papers are collected and recorded by a teacher.
- F. "Eligible Student" means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.
- G. "Juvenile Justice System" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.
- H. "Legitimate Educational Interest" includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to:
- 1. Perform an administrative task required in the school or employee's contract or position description approved by the School Board;
 - 2. Perform a supervisory or instructional task directly related to the student's education;
 - 3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement or student financial aid.
 - 4. Perform a task directly related to responding to a request for data.
- I. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution,

separation or child custody, or a legally binding instrument which provides to the contrary.

J. “Personally identifiable” means that the data or information includes, but is not limited to: (a) a student’s name; (b) the name of the student’s parent or other family member; (c) the address of the student or student’s family; (d) a personal identifier such as the student’s social security number or student number or biometric record; (e) other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

K. Record

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

L. Responsible Authority

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

M. Student

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

N. School Official

“School official” includes:

1. a person duly elected to the School Board;
2. a person employed by the School Board in an administrative, supervisory, instructional or other professional position;

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

O. Summary Data

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

P. Other Terms and Phrases

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

IV. General Classification

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

V. Statement of Rights

A. Rights of Parents and Eligible Students

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

1. The right to inspect and review the student’s education records;
2. The right to request the amendment of the student’s education records to ensure that they are not inaccurate, misleading or otherwise in violation of the student’s privacy or other rights;

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;
4. The right to refuse release of names, addresses, and home telephone numbers of secondary students to military recruiting officers and post-secondary educational institutions;
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;
6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the superintendent's office, 6000 West Moore Lake Drive, Fridley, MN.

B. Eligible Students

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

C. Students With a Disability

The school district shall follow 34 Code of Federal Regulations, sections 300.610-300.617 with regard to the privacy, notice, access, record keeping and accuracy of information related to students with a disability.

VI. Disclosure of Education Records

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.

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

subject;

- d. specific as to the nature of the information the subject is authorizing to be disclosed;
- e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
- f. specific as to the purpose or purposes for which the information may be used by any of the parties named in clause e above, both at the time of the disclosure and at any time in the future; and
- g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for
 - i. life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or
 - ii. medical assistance under Minn. Stat. Ch. 256B or Minnesota Care under Minn. Stat. Ch. 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

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

B. Prior Consent for Disclosure Not Required

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

- 1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;

2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:
 - a. performs an institutional service or function for which the school district would otherwise use employees;
 - b. is under the direct control of the school district with respect to the use and maintenance of education records; and
 - c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made.
3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice as described herein, suspension and expulsion information pursuant to the federal Every Student Succeeds Act, 20 United States Code, section 7917 and district policy, and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota state statute 260B.171, unless the data are required to be destroyed under Minnesota state statute 120A.22 Subdivision 7(c) or Section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with the Section XV. of this policy;
4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;
5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
 - a. determine eligibility for the aid;

- b. determine the amount of the aid;
- c. determine conditions for the aid; or
- d. enforce the terms and conditions of the aid.

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

- 6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
 - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system’s ability to effectively serve the student whose records are released; or
 - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system’s ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student’s full name, home address, telephone number, and date of birth; a student’s school schedule, attendance record, and photographs, if any; and parents’ names, home addresses, and telephone numbers;
- 7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating or administering predictive tests, administering student aid programs or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet

the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term “organizations” includes, but is not limited to, federal, state and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five years.

8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with and ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, section 2332b(g)(5)(B), or an act of domestic or international terrorism as defined in 18 United States Code, section 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding.. If the school district initiates legal action against a parent or student it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student’s education records that are relevant for the school district to defend itself.

11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from educational records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the educational records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;
12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the school district has designated as “directory information” pursuant to Section VII of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI of this policy;
15. To the parent of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students; or

18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
- a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;
 - b. the existence of the following information about a student, not the actual data or other information contained in the student's educational record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student:
 - i. use of a controlled substance, alcohol, or tobacco;
 - ii. assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act;
 - iii. possession or use of weapons or look-alike weapons;
 - iv. theft; or
 - v. vandalism or other damage to property.

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

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

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota state statutes section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individual need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian.

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota state statute section 260B.171, subdivision 5. The principal must place the information in the student's educational record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff

member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

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

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or
22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code, section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.
23. When requested, and in accordance with requirements for parental consent in 34 Code of Federal Regulations, section 300.622(b)(2), and part 99, educational agencies or institutions may share personal student contact

information and directory information for students served in special education with postsecondary transition planning and services under Minnesota Statutes, section 125A.08, paragraph (b), clause (1), whether public or private, with the Minnesota Department of Employment and Economic Development, as required for coordination of services to students with disabilities under Minnesota Statutes, sections 125A.08, paragraph (b), clause (1); 125A.023; and 125A.027.

C. Nonpublic School Students

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

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

VII. Release of Directory Information

A. Educational Data

1. Educational data designated as directory information is public data on individuals to the extent required under federal law. Directory information must be designated pursuant to the provisions of:

- a. Minnesota Statutes, section 13.32, subdivision 5; and
- b. 20 United States Code, section 1232g, and 34 Code of Federal Regulations, section 99.37, which were in effect on January 3, 2012.

3. The school district may not designate a student's home address, telephone number, email address, or other personal contact information as directory information under Minnesota Statutes, section 13.32.

4. A parent's personal contact information must be treated as private data on individuals regardless of whether that contact information was previously designated as or treated as directory information under Minnesota Statutes, section 13.32, subdivision 2.
3. When requested, the school district must share personal contact information and directory information, whether public or private, with the Minnesota Department of Education, as required for federal reporting purposes.

B. Former Students

Unless a former student affirmatively opted out of the release of directory information in his or her last year of attendance, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

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

1. When conducting the directory information designation and notice process required by federal law, the school district shall give parents and students notice of the right to refuse to let the district designate specified data about the student as directory information.
2. The school district shall give annual notice by any means that are reasonably likely to inform the parents and eligible students of:
 - a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
 - b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and
 - c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types

of information about the student and/or the parent designated as directory information.

3. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district, in writing, that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI of this policy.
4. A parent or eligible student may not opt out of the directory information disclosures to:
 - a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or
 - b. prevent the school district from requiring a student to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.
5. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student of the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

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

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

E. Duration

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

VIII. Disclosure of Private Records

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section VI of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

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

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request, the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination, the responsible authority shall consider the following factors:
 - a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
 - b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or

emotional harm;

- c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
- d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and
- e. whether the data concerns medical, dental or other health services provided pursuant to Minn. Stat. §§ 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

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

IX. Disclosure of Confidential Records

A. Confidential Records

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

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes Chapter 260E, written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff or the local police department subject to the provisions of Minnesota Statutes Chapter 260E.

Regardless of whether a written report is made under Minnesota Statutes Chapter 260E, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident

occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

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

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
2. A complainant has access to a statement he or she provided to the school district.
3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minn. Stat. § 13.393.
4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:
 - a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;
 - b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
 - c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.

5. A “pending civil legal action” for purposes of this subdivision is defined as including, but not limited to, judicial, administrative or arbitration proceedings.

D. Chemical Abuse Records

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

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

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

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

- A. The School District will release the names, addresses, and home telephone numbers of secondary students to military recruiting officers within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data to military recruiters pursuant to Paragraph C. below.
- B. Data released to military recruiting officers under this provision:
 1. may be used only for the purpose of providing information to students about military service, state and federal veterans’ education benefits, and other career and educational opportunities provided by the military; and
 2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.
 3. Copying fees shall not be imposed
- C. A parent or eligible student has the right to refuse the release of the name, address, or home telephone number to military recruiting officers. To refuse the release of the above information to military recruiting officers, a parent or eligible student must notify the building principal in writing, by September 30th, each

year. The written request must include the following information:

1. Name of student and parent, as appropriate;
 2. Home address;
 3. Student's grade level;
 4. School presently attended by student;
 5. Parent's legal relationship to student, if applicable;
 6. Specific category or categories of information which are not to be released to military recruiters; and
 7. Specific category or categories of information which are not to be released to the public, including military recruiters and post-secondary educational institutions.
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of secondary students without prior consent.
- E. A parent or eligible student's refusal to release the above information to military recruiting officers does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers. In order to make any directory information about a student private, the procedures contained in Section VII of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers.

XII. Limits on Redisclosure

A. Redisclosure

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

section may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure Not Prohibited

1. Subdivision A. of this section does not preclude the school district from disclosing personally identifiable information under the DISCLOSURE OF EDUCATION RECORDS section of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:
 - a. The disclosures meet the requirements of the DISCLOSURE OF EDUCATION RECORDS section of this policy; and
 - b. The school district has complied with the record-keeping requirements of the RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING section of this policy.
2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student, or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code, section 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

C. Classification of Disclosed Data

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

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 Code of Federal Regulations, section 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in § 99.31(a)(3), or a third party improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this

policy, the educational agency or institution may not allow that third party access to personally identifiable information from education records for at least five years.

XIII. Responsible Authority, Record Security; and Record Keeping

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

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

C. Plan for Securing Student Records

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

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

D. Review of Written Plan for Securing Student Records

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

E. Record Keeping

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

2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Paragraph B. of Section XII.B. of this policy, the record of disclosure required under this section shall also include:
 - a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district; and
 - b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information.
 - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 Code of Federal Regulation, section 99.32 and to whom the school district disclosed information from an educational record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B1 of this policy, to requests for disclosures of directory information under Section VII of this policy, or to a party seeking or receiving the records as directed by a Federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the

information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code 232b(g)(5)(B) or an act of domestic or international terrorism.

4. The record of requests of disclosures may be inspected by:
 - a. the parent of the student or the eligible student;
 - b. the school official or his or her assistants who are responsible for the custody of the records; and
 - c. the parties authorized by law to audit the record-keeping procedures of the school district.

5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:
 - a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and
 - b. the parties to whom the school district disclosed the information.

6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. Right to Inspect and Review Education Records

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

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

- B. Response to Request for Access

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

C. Right to Inspect and Review

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

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

D. Form of Request

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

E. Collection of Student Records

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

F. Records Containing Information on More Than One Student

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

G. Authority to Inspect or Review

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

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:
 - a. the cost of materials, including paper, used to provide the copies;
 - b. the cost of the labor required to prepare the copies;
 - c. any schedule of standard copying charges established by the school district in its normal course of operations;
 - d. any special costs necessary to produce such copies from machine based record-keeping systems, including but not limited to computers and microfilm systems; and
 - e. mailing costs.
2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and instead, the charge shall be no more than 25 cents for each page copied.
3. The cost of providing copies shall be borne by the parent or eligible student.
4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, would impair the parent or eligible student from exercising their right to inspect or review the student's education records.
5. The school district reserves the right to charge for copies such as transcripts it forwards to potential employers or post-secondary institutions for employment or admissions purposes. The fee for such

copies and other copies forwarded to third parties with prior consent as a convenience will be the actual search/retrieval and copying costs, plus postage if that is involved.

XV. Request to Amend Records; Procedures to Challenge Data

A. Request to Amend Education Records

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

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.
2. The school district shall decide whether to amend the education records of the student in accordance with the request within a reasonable period of time after receiving the request.
3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

B. Right to a Hearing

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

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.

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

C. Conduct of Hearing

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

D. Appeal

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

XVI. Problems Accessing Data

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

B. Data practices compliance officials

Type of Data Requested	Name	Position	Address	Fax Number
Human Resources and Personnel Data	Rochelle Cox	Senior Officer of Operations & System Alignment	6000 West Moore Lake Drive, Fridley, MN 55432	763-502-5045
Student Cumulative File & Student Disciplinary Records	Harold Scott	Senior Officer of Academics & Innovation	6000 West Moore Lake Drive, Fridley, MN 55432	763-502-5040
Student Special Education Records	Laura Seifert-Hertling	Director of Special Services	6000 West Moore Lake Drive, Fridley, MN 55432	763-502-5040

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

XVII. Complaints for Noncompliance with FERPA

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students shall be submitted in writing to the Family Policy Compliance Office, U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Avenue, S.W., Washington, D.C. 20202-8520.

B. Content of Complaint

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

XVIII. Waiver

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

XIX. Annual Notification of Rights

A. Contents of Notice

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

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of state and federal law, and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and
6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll including suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

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

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

C. Notification to Parents or Eligible Students Who Are Disabled

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

XX. Destruction and Retention of Records

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

XXI. Copies of Policy

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

Legal References:

- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
- Minn. Stat. § 13.393 (Attorneys)
- Minn. Stat. Ch. 14 (Administrative Procedures Act)
- Minn. Stat. § 120A.22 (Compulsory Instruction)
- Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
- Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
- Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
- Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
- Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
- Minn. Stat. Ch. 256L (MinnesotaCare)
- Minn. Stat. § 260B.171, subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
- Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
- Minn. Stat. § 363A.42 (Public Records; Accessibility)
- Min. Stat. § 480.40 (Personal Information, Dissemination)
- Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
- 10 U.S.C. § 503(b) and (c) Enlistments: Recruiting Campaigns; compilation of Directory Information)
- 18 U.S.C. § 2331 (Definitions)
- 18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
- 20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
- 20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
- 20 U.S.C. § 7908 (Armed Forces Recruiting Information)
- 20 U.S.C § 7917 (Transfer of School Disciplinary Records)
- 25 U.S.C § 5304 (Definitions – Tribal Organization)



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

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26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
42 U.S.C § 1711 *et.seq.* (Child Nutrition Act)
42 U.S.C § 1751 *et.seq.* (Richard B. Russell National School Lunch Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273, 309 (2002)

Cross References:

MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 520 (Student Surveys)
MSBA/MASA Model Policy 711 (Videotaping on School Buses)
MSBA/MASA Model Policy 722 (Public Data Requests)
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)
MSBA School Law Bulletin “I” (School Records – Privacy – Access to Data)

School Board Action:

Adopted as Policy 8.402 August 19, 1975
Revised as Policies 8.000 and 8.402 April 18, 1978
Revised as Policy 515 June 18, 2002
Revised July 15, 2008
Revised July 19, 2011
Revised July 17, 2012
Revised September 17, 2013
Revised March 18, 2014
Revised February 16, 2016
Revised January 15, 2019
Revised May 17, 2022
Revised August 20, 2024
Revised July 15, 2025



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516 Student Medication and Telehealth

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering medication to students.

II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require prescribed drugs or medication or telehealth during the school day. The school district's licensed school nurse, trained health clerk, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

III. DRUG AND MEDICATION REQUIREMENTS

A. Administration of Drugs and Medicine

1. The administration of medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.
2. Drugs and medicine subject to Minnesota Statutes, 121A.22 must be administered, to the extent possible, according to school board procedures that must be developed in consultation with:
 - a. with a licensed nurse, in a district that employs a licensed nurse under Minnesota Statutes, section 148.171;
 - b. with a licensed school nurse, in a district that employs a licensed school nurse licensed under Minnesota Rules, part 8710.6100;
 - c. with a public or private health-related organization, in a district that contracts with a public or private health or health-related organization, according to Minnesota Statutes, 121A.21; or
 - d. with the appropriate party, in a district that has an arrangement approved by the Commissioner of the Minnesota Department of Education, according to Minnesota Statutes, 121A.21.
3. Exclusions

The provisions on administration of drugs and medicine above do not apply to drugs or medicine that are:

- a. purchased without a prescription;
- b. used by a pupil who is 18 years old or older;
- c. used in connection with services for which a minor may give effective consent;
- d. used in situations in which, in the judgment of the school personnel, including a licensed nurse, who are present or available, the risk to the pupil's life or health is of such a nature that drugs or medicine should be given without delay;
- e. used off the school grounds;
- f. used in connection with athletics or extracurricular activities;
- g. used in connection with activities that occur before or after the regular school day;
- h. provided or administered by a public health agency to prevent or control an illness or a disease outbreak as provided under Minnesota law;
- i. prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
 - a. the school district has received a written authorization each school year from the pupil's parent permitting the student to self-administer the medication;
 - b. the inhaler is properly labeled for that student; and
 - c. the parent has not requested school personnel to administer the medication to the student.

In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers.

- j. epinephrine ~~delivery systems~~auto-injectors, consistent with Minnesota Statutes, section 121A.2205, if the parent and prescribing medical professional annually inform the pupil's school in writing that
 - a. the pupil may possess the epinephrine or
 - b. the pupil is unable to possess the epinephrine and requires immediate access to epinephrine ~~auto-injectors~~delivery systems that the parent provides properly labeled to the school for the pupil as needed.
- k. For the purposes of Minnesota Statutes, 121A.22, special health treatments and health functions, such as catheterization, tracheostomy suctioning, and gastrostomy feedings, do not constitute administration of drugs or medicine.
- l. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy.

B. Prescription Medication

- 1. An "Administering Prescription Medications" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes, section 152.22, subdivision 6.
- 2. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law and must be administered in a manner consistent with the instructions on the label.
- 3. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.

4. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Paragraph III.A.3(i) above), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
5. The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.
6. The school nurse, or other designated person, shall be responsible for the filing of the Administering Prescription Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.
7. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.
8. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.

C. Nonprescription Medication

A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of

any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

D. Possession and Use of Epinephrine ~~Auto-Injectors~~ Delivery Systems

1.—Definitions

- a. “Administer” means the direct application of an epinephrine delivery system to the body of an individual.
- b. “Epinephrine delivery system” means a medication product approved by the United States Food and Drug Administration that automatically delivers a single, premeasured dose of epinephrine to prevent or treat a life-threatening allergic reaction.
- c. “School” means a public school under Minnesota Statutes, section 120A.22, subdivision 4, or a nonpublic school, excluding a home school, under section 120A.22, subdivision 4, that is subject to the federal Americans with Disabilities Act.

1.2. At the start of each school year or at the time a student enrolls in school, whichever is first, a student’s parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine ~~auto-injectors~~ delivery systems that enables the student to:

- a. 1.—possess epinephrine auto-injectors; or
- b. 2.—if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine ~~auto-injectors~~ delivery systems in close proximity to the student at all times during the instructional day.

For the purposes of this policy, “instructional day” is defined as eight hours for each student contact day.

The plan must designate the school staff responsible for implementing the student’s health plan, including recognizing anaphylaxis and administering epinephrine ~~auto-injectors~~ delivery systems when required, consistent with state law. This health plan may be included in a student’s Section 504 plan.

Districts and schools may obtain and possess epinephrine ~~auto-injectors~~ delivery systems to be maintained and administered by school personnel, including a licensed nurse, to a student or other individual if, in good faith, it is determined

that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine ~~auto-injector~~delivery system. The administration of an epinephrine ~~auto-injector~~delivery system in accordance with Minnesota Statutes, section 121A.2207 is not the practice of medicine.

~~Effective July 1, 2024, r~~Registered nurses may administer epinephrine ~~auto-injectors~~delivery systems in a school setting according to a condition-specific protocol as authorized under Minnesota Statutes, section 148.235, subdivision 8. Notwithstanding any limitation in Minnesota Statutes, sections 148.171 to 148.285, licensed practical nurses may administer epinephrine ~~auto-injectors~~delivery systems in a school setting according to a condition-specific protocol that does not reference a specific patient and that specifies the circumstances under which the epinephrine ~~auto-injector~~delivery systems is to be administered, when caring for a patient whose condition falls within the protocol.

A district or school may enter into arrangements with manufacturers of epinephrine ~~auto-injectors~~delivery systems to obtain epinephrine ~~auto-injectors~~delivery systems at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine ~~auto-injectors~~delivery systems.

The Commissioner of the Minnesota Department of Health must provide a district or school with a standing order for distribution of epinephrine delivery systems under Minnesota Statutes, sections 148.235, subdivision 8 and 151.37, subdivision 2.

E. Sunscreen

A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

F. Procedure regarding unclaimed drugs or medications.

1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or

unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.

2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes, section 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.
3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

IV. ACCESS TO SPACE FOR MENTAL HEALTH CARE THROUGH TELEHEALTH

- A. Beginning October 1, 2024, to the extent space is available, the school district must provide an enrolled secondary school student with access during regular school hours, and to the extent staff is available, before or after the school day on days when students receive instruction at school, to space at the school site that a student may use to receive mental health care through telehealth from a student's licensed mental health provider. A secondary school must develop a plan with procedures to receive requests for access to the space.
- B. The space must provide a student privacy to receive mental health care.
- C. A student may use a school-issued device to receive mental health care through telehealth if such use is consistent with the district or school policy governing acceptable use of the school-issued device.
- D. A school may require a student requesting access to space under this section to submit to the school a signed and dated consent from the student's parent or guardian, or from the student if the student is age 16 or older, authorizing the student's licensed mental health provider to release information from the student's health record that is requested by the school to confirm the student is currently receiving mental health care from the provider. Such a consent is valid for the school year in which it is submitted.



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Legal References:

Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.21 (School Health Services)
Minn. Stat. § 121A.216 (Access to Space for Mental Health Care through Telehealth)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine ~~Auto-Injectors~~Delivery systems; Model Policy)
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine ~~Auto-Injectors~~Delivery systems)
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)
Minn. Stat. § 148.171 (Definitions; Title)
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Definitions)
Minn. Stat. § 152.23 (Limitations)
Minn. Rule 8710.6100 (School Nurse)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

Cross References:

MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

School Board Action:

Adopted as Policy 8.202 November 18, 1986
Revised October 18, 1988
Revised May 15, 1990
Revised as Policy 516 June 18, 2002
Revised March 12, 2013
Revised March 18, 2014
Revised June 21, 2016
Revised March 19, 2019
Revised July 20, 2021
Revised May 17, 2022
Revised March 21, 2023
Revised to MSBA complete/updated version August 20, 2024
Revised July 15, 2025



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534 School Meals Policy

I. PURPOSE

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting lunch shaming or otherwise ostracizing the student. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for a la carte items or second meals as well as to maintain the financial integrity of the school nutrition program.

II. PAYMENT OF MEALS

A. Fridley Public Schools utilizes student meal accounts and it is the parents or guardian's responsibility to keep adequate funds in the accounts for all la carte items or second meals. Parents or guardians can add money online via Infinite Campus Parent Portal. At the Elementary Schools, cash or check can be turned in to the student's teacher or at the school's main office. At the Middle School, cash or check can be turned in to the main office. At the High School, cash or check can be turned in to the Nutritional Services Department in the district office.

B. Free School Meals Program

1. The free school meals program is created within the Minnesota Department of Education

2. A-Each school that participates in the United States Department of Agriculture National School Lunch program and has an Identified Student Percentage at or above the federal percentage determined for all meals to be reimbursed at the free rate must participate in the federal Community Eligibility Provision in order to participate in the free school meals program.

1.3.

Each school that participates in the free school meals program must:

(a+) participate in the United States Department of Agriculture School Breakfast Program and the United States Department of Agriculture National School Lunch Program; and

(2b) provide to all students at no cost up to two federally reimbursable meals per school day, with a maximum of one free breakfast and one free lunch.

(c) A student who has been determined eligible for free and reduced-price meals must always be served a reimbursable meal even if the student has an outstanding debt.

B-C. Once a meal has been placed on a student's tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meals balance.

C-D. When a student has a negative account balance, the student will not be allowed to charge an ala carte or snack item.

E. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.

F. A student may purchase a second breakfast at the nonprogram price if the student has already selected a reimbursable breakfast.

D-G. A student may purchase a second lunch at the nonprogram price if the student has already selected a reimbursable lunch.

III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

- A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero.
- B. Families will be notified of negative balance once the negative balance reaches \$6.00. Families will be notified by automated Campus Messenger emails and phone calls. The phone calls and emails are sent out weekly.
- C. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program, including, but not limited to, dumping meals, withdrawing a meal that has been served, announcing or listing students' names publicly, providing alternative meals not specifically related to dietary needs; providing non reimbursable meals; or affixing stickers, stamps, or pins.

IV. UNPAID MEAL CHARGES

- A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free or reduced-price meals for their children.

- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- C. Negative balances of more than \$10.00, not paid prior to the end of the school year will be turned over to the superintendent or superintendent's designee for collection. The Nutritional Services Department may contact school administrators and Deans to assist in collecting unpaid meal balances. In some instances, the school district does use a collection agency to collect unpaid school meal debts after reasonable efforts first have been made by the school district to collect the debt. Collection options may include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal method permitted by law.
- D. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
- E. The school district will not impose any other restriction prohibited under Minnesota Statutes section 123B.37 due to unpaid student meal balances. The school district will not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.

V. COMMUNICATION OF POLICY

- A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:
 - 1. All households at or before the start of each school year;
 - 2. Students and families who transfer into the school district, at the time of enrollment; and
 - 3. All school district personnel who are responsible for enforcing this policy.
- B. The school district will post this policy on the school district's website, or the website of the organization where the meal is served, in addition to providing the required written notification described above.

Legal References:



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Minn. Stat. § 123B.37 (Prohibited Fees)

Minn. Stat. § 124D.111 (Lunch Aid; Food Service Accounting)

42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)

7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)

7 C.F.R. § 220.8 (School Breakfast Program Regulations)

USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)

USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)

USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

Cross References:

None

School Board Action:

Adopted as Policy 534 on May 17, 2022

Revised August 15, 2023

Legislative Changes - Only one Reading Needed



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621 LITERACY AND THE READ ACT

I. PURPOSE

This policy aligns with Minnesota law established in the Read Act and on other topics related to reading.

II. GENERAL STATEMENT OF POLICY

The school district recognizes the centrality of reading in a student's educational experience.

III. DEFINITIONS

- A. "Evidence-based" means the instruction or item described is based on reliable, trustworthy, and valid evidence and has demonstrated a record of success in increasing students' reading competency in the areas of phonological and phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Evidence-based literacy instruction is explicit, systematic, and includes phonological and phonemic awareness, phonics and decoding, spelling, fluency, vocabulary, oral language, and comprehension that can be differentiated to meet the needs of individual students. Evidence-based instruction does not include the three-cueing system, as defined in subdivision 16.
- B. "Fluency" means the ability of students to read text accurately, automatically, and with proper expression.
- C. "Foundational reading skills" includes phonological and phonemic awareness, phonics and decoding, and fluency. Foundational reading skills appropriate to each grade level must be mastered in kindergarten, grade 1, grade 2, and grade 3. Struggling readers in grades 4 and above who do not demonstrate mastery of grade-level foundational reading skills must continue to receive explicit, systematic instruction to reach mastery.
- D. "Literacy specialist" means a person licensed by the Professional Educator Licensing and Standards Board as a teacher of reading, a special education teacher, or a kindergarten through grade 6 teacher, who has completed professional development approved by the Minnesota Department of Education (MDE) in structured literacy. A literacy specialist employed by the department under Minnesota Statutes, section 120B.123, subdivision 7, or by a district as a literacy lead, is not required to complete the approved training before August 30, 2025.
- E. "Literacy lead" means a literacy specialist with expertise in working with

educators as adult learners. A district literacy lead must support the district's implementation of the Read Act; provide support to school-based coaches; support the implementation of structured literacy, interventions, curriculum delivery, and teacher training; assist with the development of personal learning plans; and train paraprofessionals and other support staff to support classroom literacy instruction. A literacy lead may be employed by one district, jointly by two or more districts, or may provide services to districts through a partnership with the regional service cooperatives or another district.

- F. "Multitiered system of support" or "MTSS" means a systemic, continuous improvement framework for ensuring positive social, emotional, behavioral, developmental, and academic outcomes for every student. The MTSS framework provides access to layered tiers of culturally and linguistically responsive, evidence-based practices and relies on the understanding and belief that every student can learn and thrive. Through a MTSS at the core (Tier 1), supplemental (Tier 2), and intensive (Tier 3) levels, educators provide high quality, evidence-based instruction and intervention that is matched to a student's needs; progress is monitored to inform instruction and set goals and data is used for educational decision making.
- G. "Oral language," also called "~~spoken expressive~~ language," or "receptive language," includes speaking and listening, and consists of five components: phonology, morphology, syntax, semantics, and pragmatics.
- H. "Phonemic awareness" means the ability to notice, think about, and manipulate individual sounds in spoken syllables and words.
- I. "Phonics instruction" means the explicit, systematic, and direct instruction of the relationships between letters and the sounds they represent and the application of this knowledge in reading and spelling.
- J. "Progress monitoring" means using data collected to inform whether interventions are working. Progress monitoring involves ongoing monitoring of progress that quantifies rates of improvement and informs instructional practice and the development of individualized programs using state-approved screening that is reliable and valid for the intended purpose.
- K. "Reading comprehension" means a function of word recognition skills and language comprehension skills. It is an active process that requires intentional thinking during which meaning is constructed through interactions between the text and reader. Comprehension skills are taught explicitly by demonstrating, explaining, modeling, and implementing specific cognitive strategies to help beginning readers derive meaning through intentional, problem-solving thinking

processes.

- L. "Structured literacy" means an approach to reading instruction in which teachers carefully structure important literacy skills, concepts, and the sequence of instruction to facilitate children's literacy learning and progress. Structured literacy is characterized by the provision of systematic, explicit, sequential, and diagnostic instruction in phonemic awareness, phonics, fluency, vocabulary and oral language development, and reading comprehension. This approach is consistent with the principles identified in the science of reading and is designed to ensure all students develop strong foundational literacy skills.
- M. "Three-cueing system," also known as "meaning structure visual (MSV)," means a method that teaches students to use meaning, structure and syntax, and visual cues when attempting to read an unknown word.
- N. "Vocabulary development" means the process of acquiring new words. A robust vocabulary improves all areas of communication, including listening, speaking, reading, and writing. Vocabulary growth is directly related to school achievement and is a strong predictor for reading success.

IV. READING SCREENER; PARENT NOTIFICATION AND INVOLVEMENT

- A. The school district must administer an approved ~~evidence-based~~ reading screener to students in kindergarten through grade 3 within the first six weeks of the school year, by February 15 each year, and again within the last six weeks of the school year. The screener must be one of the screening tools approved by the Minnesota Department of Education (MDE).
- B. The school district must identify any screener it uses in the district's annual literacy plan, and submit screening data with the annual literacy plan by June 15.
- C. Schools, ~~at least biannually~~ after administering each screener, must follow the language access plan under Minnesota Statutes, section 123B.32 and must give the parent of each student who is not reading at or above grade level ~~timely~~ information from the screener about:
 - 1. the student's reading proficiency as measured by a screener approved by MDE;
 - 2. reading-related services currently being provided to the student and the student's progress; and

3. strategies for parents to use at home in helping their student succeed in becoming grade-level proficient in reading in English and in their native language.

D. For students enrolled in dual language immersion programs, the school district must measure the student's reading proficiency in English or in the program's partner language, if available, according to Article V below. Following its language access plan under Minnesota Statutes, section 123B.32, the school district must notify families with timely information about students' reading proficiency, including how the student's reading proficiency is assessed, any reading-related services or supports provided to the student and the student's progress, and strategies for families to use at home in helping students succeed in becoming grade-level proficient in reading in English or the partner language. The dual language immersion program may provide information about national research on reading proficiency for students in dual language immersion programs in the parent notification.

E. The school district may not use this section to deny a student's right to a special education evaluation.

V. IDENTIFICATION AND REPORT

A. Students enrolled in kindergarten, grade 1, grade 2, and grade 3, including multilingual learners and students receiving special education services, and students enrolled in dual language immersion programs, must be universally screened for mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, oral language, and for characteristics of dyslexia as measured by a screening tool approved by MDE. The screening for characteristics of dyslexia may be integrated with universal screening for mastery of foundational skills and oral-expressive or receptive language mastery. The screening tool used must be a valid and reliable universal screener that is highly correlated with foundational reading skills. For students reading at grade level, beginning in the winter of grade 2, the oral reading fluency screener may be used to assess reading difficulties, including characteristics of dyslexia, without requiring a separate screening of each subcomponent of foundational reading skills.

B. The school district must submit data on student performance in kindergarten, grade 1, grade 2, and grade 3 on foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language to MDE in the annual local literacy plan submission due on June 15.

C. For students enrolled in dual language immersion programs:

1. if students are screened in the partner language, they must be screened at the same interval as the screenings in English under paragraph A above;
2. if the program provides instruction in foundational reading skills in English, the students receiving that instruction must be screened in English;
3. if the program provides instruction in foundational reading skills in the partner language, the students receiving that instruction must be screened in the partner language;
4. if no screener is available in the partner language, the school district must identify how students' reading proficiency is assessed and how the school district determines and provides targeted reading instruction in the partner language and supports to students identified as needing additional support in developing mastery of foundational reading skills; and
5. the partner language screening tool must be approved by the school district for kindergarten through grade 3 students.

D. Students in grades 4 and above, including multilingual learners and students receiving special education services, who ~~do not demonstrate mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language are not reading at grade level~~, must be screened for reading difficulties, including characteristics of dyslexia, using a screening tool approved by MDE ~~for characteristics of dyslexia~~ and must continue to receive evidence-based instruction, interventions, and progress monitoring until the students achieve grade-level proficiency. A parent, in consultation with a teacher, may opt a student out of the literacy screener if the parent and teacher decide that continuing to screen would not be beneficial to the student. In such limited cases, the student must continue to receive progress monitoring and literacy interventions.

~~D.E.~~ Reading screeners in English, and in the predominant languages of school district students where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of multilingual learners. The school district must use an approved, developmentally appropriate, and culturally responsive screener and annually report summary screener results to the MDE Commissioner by June 15 in the form and manner determined by the MDE Commissioner.

EF. The school district must include in its local literacy plan a summary of the district's efforts to screen, identify, and provide interventions to students who demonstrate characteristics of dyslexia as measured by a screening tool approved by MDE. With respect to students screened or identified under paragraph (a), the report must include:

1. a summary of the school district's efforts to screen for characteristics of reading difficulties, including dyslexia;
2. the number of students universally screened for that reporting year;
3. the number of students demonstrating characteristics of dyslexia for that year; and
4. an explanation of how students identified under this subdivision are provided with alternate instruction and interventions under Minnesota Statutes, section 125A.56, subdivision 1.

VI. INTERVENTION

- A. For each student identified under the screening identification process, the school district shall provide aligned and targeted reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year.
- B. The school district must implement progress monitoring, as defined in Minnesota Statutes, section 120B.1118, for a student not reading at grade level.
- C. The school district must use evidence-based curriculum and intervention materials at each grade level that are designed to ensure student mastery of phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Starting July 1, 2023, if the school district purchases new literacy curriculum, or literacy intervention or supplementary materials, the curriculum or materials must be evidence-based as defined in Minnesota Statutes, section 120B.1118.
- D. If a student does not read at or above grade level by the end of the current school year, the school district must continue to provide aligned and targeted reading intervention as defined by the MTSS framework until the student reads at grade level. School district intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs that specialize in evidence-based instructional practices and measure

mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language.

- E. By the 2025-2026 school year, intervention programs must be taught by an intervention teacher or special education teacher who has successfully completed training in evidence-based reading instruction approved by MDE. Intervention may include but is not limited to requiring student attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended-day programs, or programs that strengthen students' cultural connections.
- F. The school district must determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school must develop the learning plan in consultation with the student's parent or guardian. The personal learning plan must include targeted instruction that is evidence-based and ongoing progress monitoring, and address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and outside of the regular school day, group interventions, periodic assessments or screeners, and reasonable timelines. The personal learning plan may include grade retention, if it is in the student's best interest; a student may not be retained solely due to delays in literacy or not demonstrating grade-level proficiency. A school must maintain and regularly update and modify the personal learning plan until the student reads at grade level. This paragraph does not apply to a student under an individualized education program.

VII. LOCAL LITERACY PLAN

- A. The school district must adopt a local literacy plan to have every child reading at or above grade level every year beginning in kindergarten and to support multilingual learners and students receiving special education services in achieving their individualized reading goals. The school district must update and submit the plan to the Commissioner of MDE by June 15 each year. The plan must be consistent with the Read Act, and include the following:
 - 1. a process to assess students' foundational reading skills, oral language, and level of reading proficiency and the screeners used, by school site and grade level, under Minnesota Statutes, section 120B.123;
 - 2. a process to notify and involve parents;
 - 3. a description of how schools in the school district will determine the targeted reading instruction that is evidence-based and includes

an intervention strategy for a student and the process for intensifying or modifying the reading strategy in order to obtain measurable reading progress;

4. evidence-based intervention methods for students who are not reading at or above grade level and progress monitoring to provide information on the effectiveness of the intervention;
5. identification of staff development needs, including a plan to meet those needs;
6. the curricula used by school site and grade level and, if applicable, the district plan and timeline for adopting evidence-based curricula and materials starting in the 2025-2026 school year;
7. a statement of whether the school district has adopted a MTSS framework;
8. student data using the measures of foundational literacy skills and mastery identified by MDE for the following students:
 - a. students in kindergarten through grade 3;
 - b. students who demonstrate characteristics of dyslexia; and
 - c. students in grades 4 to 12 who are identified as not reading at grade level; ~~and.~~
9. the number of teachers and other staff that have completed training approved by the department.
10. the number of teachers and other staff proposed for training in structured literacy;
11. how the district used funding provided under the Read Act to implement the requirements of the Read Act;
12. beginning as soon as practicable after the end of fiscal year 2026, how the district used literacy aid funding received under Minnesota Statutes, section 124D.98; and
13. beginning on December 31, 2025, for a district with a dual language immersion program;

- a. the program’s partner language;
- b. grade levels included in the program;
- c. the language used to screen students’ foundational reading skills;
- d. the percentage of grade 3 students taking the Minnesota Comprehensive Assessments; and
- e. the number of students in the program in grades 4 to 12 who are identified as not reading at grade level.

B. Annually by June 15, ~~the~~ the school district must post its literacy plan on the official school district website and submit it to the Commissioner of MDE using the template developed by the Commissioner ~~beginning June 15, 2024.~~

VIII. STAFF TRAINING

- A. ~~Beginning July 1, 2024, a school district must provide access to the training required under Minnesota Statutes, section 120B.123, subdivision 5, to:~~ The district must provide training from a menu of approved evidence-based training programs to the following teachers and staff by July 1, 2026:
1. reading intervention teachers working with students in kindergarten through grade 12;
 2. all classroom teachers of students in kindergarten through grade 3 and children in prekindergarten programs;
 3. kindergarten through grade 12 special education teachers responsible for foundational reading instruction;
 4. curriculum directors;
 5. instructional support staff, contractors, and volunteers who assist in providing reading interventions under the oversight and monitoring of a trained licensed teacher; ~~who provide reading instruction; and~~
 6. employees who select literacy instructional materials for a district; and
 7. teachers holding English as a second language teaching licenses.-

- B. The school district must provide training from a menu of approved evidence-based training programs to the following teachers by July 1, 2027: all reading intervention teachers, literacy specialists, and other teachers and staff identified in Minnesota Statutes, section 120B.12, subdivision 1, paragraph (b), by July 1, 2025; and by July 1, 2027, to other teachers in the school district, prioritizing teachers who work with students with disabilities, English learners, and students who qualify for the graduation incentives program under Minnesota Statutes, section 124D.68.
1. teachers who provide foundational reading instruction to students in grades 4 to 12;
 2. teachers who provide instruction to students in a state-approved alternative program; and
 3. teachers who provide instruction to students in dual language immersion programs.

The Commissioner of MDE may grant a school district an extension to these deadlines.

- C. By August 30, 2025, the school district must employ or contract with a literacy lead, or be actively supporting a designated literacy specialist through the process of becoming a literacy lead. The school board may satisfy the requirements of this subdivision by contracting with another school board or cooperative unit under Minnesota Statutes, section 123A.24 for the services of a literacy lead by August 30, 2025. The school district literacy lead must collaborate with school district administrators and staff to support the school district's implementation of requirements under the Read Act.

- D. Training provided by the following may satisfy the professional development requirements under this Article;

1. A certified training facilitator; or
2. A training program that MDE has determined meets the professional development requirements under the Read Act.

IX. STAFF DEVELOPMENT

- A. The school district must provide training programs on evidence-based reading instruction to teachers and instructional staff in accordance with subdivision 1, paragraph (b). The training must include teaching in the areas of phonemic awareness, phonics, vocabulary development, reading fluency, reading comprehension, and culturally and linguistically responsive pedagogy.

- B. The school district shall use the data under Article V. above to identify the staff development needs so that:
1. elementary teachers are able to implement explicit, systematic, evidence-based instruction in the five reading areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension with emphasis on mastery of foundational reading skills as defined in Minnesota Statutes, section 120B.1118 and other literacy-related areas including writing until the student achieves grade-level reading and writing proficiency;
 2. elementary teachers have sufficient training to provide students with evidence-based reading and oral language instruction that meets students' developmental, linguistic, and literacy needs using the intervention methods or programs selected by the school district for the identified students;
 3. licensed teachers employed by the school district have regular opportunities to improve reading and writing instruction;
 4. licensed teachers recognize students' diverse needs in cross-cultural settings and are able to serve the oral language and linguistic needs of students who are multilingual learners by maximizing strengths in their native languages in order to cultivate students' English language development, including ~~oral~~ academic language development, and build academic literacy; and
 5. licensed teachers are well trained in culturally responsive pedagogy that enables students to master content, develop skills to access content, and build relationships.
- C. The school district must provide staff in early childhood programs sufficient training to provide children in early childhood programs with explicit, systematic instruction in phonological and phonemic awareness; oral language, including listening comprehension; vocabulary; and letter-sound correspondence.

X. LITERACY ~~INCENTIVE~~ AID USES

The school district must use its literacy ~~incentive~~ aid to ~~support implementation of evidence-based reading instruction~~ meet the requirements and goals adopted in the school district's local literacy plan. ~~The following are eligible uses of literacy incentive aid:~~

1. ~~training for kindergarten through grade 3 teachers, early childhood educators, special education teachers, reading intervention teachers working with students in kindergarten through grade 12, curriculum directors, and instructional support staff that~~



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~~provide reading instruction, on using evidence-based screening and progress monitoring tools;~~

~~2. — evidence-based training using a training program approved by MDE;~~

~~3. — employing or contracting with a literacy lead, as defined in Minnesota Statutes, section 120B.1118;~~

~~4. — materials, training, and ongoing coaching to ensure reading interventions under Minnesota Statutes, section 125A.56, subdivision 1, are evidence-based; and costs of substitute teachers to allow teachers to complete required training during the teachers' contract day.~~

Legal References:

Minn. Stat. § 120B.1118 (Read Act Definitions)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
Minn. Stat. § 120B.123 (Read Act Implementation)
Minn. Stat. § 123A.24 (Withdrawing from a Cooperative Unit; Appealing Denial of Membership)
Minn. Stat. § 124D.68 (Graduation Incentives Program)
Minn. Stat. § 124D.98 (Literacy Incentive Aid)
Minn. Stat. § 125A.56 (Alternate Instruction Required before Assessment Referral)

Cross References: None

School Board Action: Adopted as policy on September 19, 2023
Revised July 15, 2025



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704 DEVELOPMENT AND MAINTENANCE OF AN INVENTORY OF FIXED ASSETS AND A FIXED ASSET ACCOUNTING SYSTEM

I. PURPOSE

The purpose of this policy is to provide for the development and maintenance of an inventory of the fixed assets of the school district and the establishment and maintenance of a fixed asset accounting system. This policy defines dollar thresholds and descriptions for categories of capital assets for all departments of the district.

II. GENERAL STATEMENT OF POLICY

It is the policy of this school district that a fixed asset accounting system and an inventory of fixed assets be developed and maintained.

III. DEVELOPMENT OF INVENTORY AND ACCOUNTING SYSTEM

The superintendent or such other school official as designated by the superintendent or the school board shall be responsible for the development and maintenance of an inventory of the fixed assets of the school district, and for the establishment and maintenance of a formal fixed asset accounting system. The accounting system shall be operated in compliance with the applicable provisions of the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS) with a capitalization level that equals or exceeds \$5,000. Group purchases for technology, furniture, or other equipment that is purchased as a per quantity that otherwise may be below the individual item threshold, the total threshold is \$25,000. The inventory shall specify the location of all continued abstracts showing the conveyance of the property to the school district; certificates of title showing title to the property in the school district; title insurance policies; surveys; and other property records relating to the real property of the school district.

IV. REPORT

The administration shall annually update the inventory of fixed assets and the property records of the school district.

Legal References:

Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.51 (Schoolhouse and Sites; Uses for School and non-school Purposes; Closings)
GASB Implementation Guide 2021-1



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Cross References:

MSBA/MASA Model Policy 702 (Accounting)

School Board Action:

Adopted March 17, 2009

Revised February 16, 2021

Revised January 17, 2023

Revised June 17, 2025



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707 TRANSPORTATION OF PUBLIC SCHOOL STUDENTS

I. PURPOSE

The purpose of this policy is to provide for the transportation of students consistent with the requirements of law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide for the transportation of students in a manner which will protect their health, welfare and safety.
- B. The school district recognizes that transportation is an essential part of the school district services to students and parents but further recognizes that transportation by school bus is a privilege and not a right for an eligible student.

III. DEFINITIONS

- A. "Child with a disability" includes every child identified under federal and state special education law as deaf or hard of hearing, blind or visually impaired, deafblind, or having a speech or language impairment, a physical impairment, other health disability, developmental cognitive disability, an emotional or behavioral disorder, specific learning disability, autism spectrum disorder, traumatic brain injury, or severe multiple impairments, and who needs special education and related services, as determined by the rules of the Commissioner of the Minnesota Department of Education ("Commissioner"). In addition, every child under age three, and at the school district's discretion from age three to seven, who needs special instruction and services, as determined by the rules of the Commissioner, because the child has a substantial delay or has an identifiable physical or mental condition known to hinder normal development is a child with a disability. A child with a short-term or temporary physical or emotional illness or disability, as determined by the rules of the commissioner, is not a child with a disability.
- B. "Home" is the legal residence of the child. In the discretion of the school district, "home" also may be defined as a licensed day care facility, school day care facility, a respite care facility, the residence of a relative, or the residence of a person chosen by the student's parent or guardian as the home of a student for part or all of the day, if requested by the student's parent or guardian, if the facility or residence is within the attendance area of the school the student attends. Unless otherwise specifically provided by law, a homeless student is a resident of the school district if enrolled in the school district.

- C. “Homeless student” means a student, including a migratory student, who lacks a fixed, regular, and adequate nighttime residence and includes: students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; are awaiting foster care placement; have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings, and migratory children who qualify as homeless because they are living in any of the preceding listed circumstances.
- D. “Nonpublic school” means any school, church, or religious organization, or home school wherein a resident of Minnesota may legally fulfill the compulsory instruction requirements of Minnesota Statutes, section 120A.22, which is located within the state, and which meets the requirements of Title VI of the Civil Rights Act of 1964.
- E. “Nonresident student” is a student who attends school in the school district and resides in another district, defined as the “nonresident district.” In those instances, when the divorced or legally separated parents or parents residing separately share joint physical custody of a student and the parents reside in different school districts, the student shall be a resident of the school district designated by the student’s parents. When parental rights have been terminated by court order, the legal residence of a student placed in a residential or foster facility for care and treatment is the district in which the student resides.
- F. “Pupil support services” are health, counseling and guidance services provided by the public school in the same district where the nonpublic school is located.
- G. “School of origin,” for purposes of determining the residence of a homeless student, is the school that the student attended when permanently housed or the school in which the student was last enrolled.
- H. “Shared time basis” is a program where students attend public school for part of the regular school day and who otherwise fulfill the requirements of Minnesota Statutes, section 120A.22 by attendance at a nonpublic school.
- I. “Student” means any student or child attending or required to attend any school as provided in Minnesota law and who is a resident or child of a resident of Minnesota.



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IV. ELIGIBILITY

- A. Upon the request of a parent or guardian, the school district shall provide transportation to and from school, at the expense of the school district, for all resident students who reside two miles or more from the school, except for those students whose transportation privileges have been revoked or have been voluntarily surrendered by the student's parent or guardian.
- B. The school district may, in its discretion, also provide transportation to any student to and from school, at the expense of the school district, for any other purpose deemed appropriate by the School Board.
- C. In the discretion of the school district, transportation along regular school bus routes may also be provided, where space is available, to any person where such use of a bus does not interfere with the transportation of students. This includes part-time secondary students, early childhood family education participants and area learning center students. The cost of providing such transportation must be paid by those individuals using these services or some third-party payor, with the exception of early childhood family education participants and area-learning center students if the provision of such transportation services can be provided without an increase in the school district's expenditures.
- D. For purposes of stabilizing enrollment and reducing mobility, the school district may, in its discretion, establish a full-service school zone and may provide transportation for students attending a school in that full-service zone. A full-service zone may be established for a school that is located in an area with higher than average crime or other social and economic challenges and that provides education, health or human services, or other parental support in collaboration with a city, county, state, or nonprofit agency.

V. TRANSPORTATION OF NONRESIDENT STUDENTS

- A. If requested by the parent of a nonresident student, the school district shall provide transportation to a nonresident student within its borders at the same level of service that is provided to resident students.
- B. If the school district decides to transport a nonresident student within the student's resident district, the school district will notify the student's resident district of its decision, in writing, prior to providing transportation.
- C. When divorced or legally separated parents or parents residing separately reside in different school districts and share physical custody of a student, the parents shall be responsible for the transportation of the student to the border of the school district during those times when the student is residing with the parent in

the nonresident school district.

- D. The school district may provide transportation to allow a student who attends a high-need English language learner program and who resides within the transportation attendance area of the program to continue in the program until the student completes the highest grade level offered by the program.

VI. TRANSPORTATION OF RESIDENT STUDENTS TO NONDISTRICT SCHOOLS

- A. In general, the school district shall not provide transportation between a resident student's home and the border of a nonresident district where the student attends school under the Enrollment Options Program. A parent may be reimbursed by the nonresident district for the costs of transportation from the pupil's residence to the border of the nonresident district if the student is from a family whose income is at or below the poverty level, as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week. (Minnesota Statutes, section 124D.03, subdivision 8)
- B. Resident students shall be eligible for transportation to and from a nonresident school district at the expense of the school district, if in the discretion of the school district, inadequate room, distance to school, unfavorable road conditions, or other facts or conditions make attendance in the resident student's own district unreasonably difficult or impracticable. The school district, in its discretion, may also provide for transportation of resident students to schools in other districts for grades and departments not maintained in the district, including high school, for the whole or a part of the year or for resident students who attend school in a building rented or leased by the school district in an adjacent district.
- C. In general, the school district is not responsible for transportation for any resident student attending school in an adjoining state under a reciprocity agreement but may provide such transportation services at its discretion.

VII. SPECIAL EDUCATION STUDENTS/STUDENTS WITH A DISABILITY/STUDENTS WITH TEMPORARY DISABILITIES

- A. Upon a request of a parent or guardian, the board must provide a necessary transportation, consistent with Minnesota Statutes, section 123B.92, subdivision 1(b) (4), for a resident child with ~~a~~ disability~~ies~~ not yet enrolled in kindergarten, For the provision of special instruction and services. Special instruction and services for a child with ~~a~~ disability~~iesy~~ not yet enrolled in kindergarten include an individualized education program (IEP) team placement in an early childhood

program when that placement is necessary to address the child's level of functioning and needs.

- B. Resident students with ~~a disability whose disabling conditions are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is~~ who are transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school district. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the disabling condition and applicable laws. This provision shall not be applicable to parents who transport their own child under a contract with the school district.
- C. Resident students with a disability who are boarded and lodged at Minnesota state academies for educational purposes, but who also are enrolled in a public school within the school district, shall be provided transportation, by the school district to and from said board and lodging facilities, at the expense of the school district.
- D. If a resident student with a disability attends a public school located in a contiguous school district and the school district of attendance does not provide special instruction and services, the school district shall provide necessary transportation for the student between the school district boundary and the educational facility where special instruction and services are provided within the school district. The school district may provide necessary transportation of the student between its boundary and the school attended in the contiguous district, but shall not pay the cost of transportation provided outside the school district boundary.
- E. When a student with a disability or a student with a short-term or temporary disability is temporarily placed for care and treatment in a day program located in another school district and the student continues to live within the school district during the care and treatment, the school district shall provide the transportation, at the expense of the school district, to that student. The school district may establish reasonable restrictions on transportation, except if a Minnesota court or agency orders the child placed at a day care and treatment program and the school district receives a copy of the order, then the school district must provide transportation to and from the program unless the court or agency orders otherwise. Transportation shall only be provided by the school district during regular operating hours of the school district.
- F. When a nonresident student with a disability or a student with a short-term or temporary disability is temporarily placed in a residential program within the school district, including correctional facilities operated on a fee-for-service basis and state institutions, for care and treatment, the school district shall provide the

necessary transportation at the expense of the school district. Where a joint powers entity enters into a contract with a privately owned and operated residential facility for the provision of education programs for special education students, the joint powers entity shall provide the necessary transportation.

- G. Each driver and aide/paraprofessional assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law.
- H. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in Minnesota Statutes, chapter 125A.

VIII. HOMELESS STUDENTS

- A. Homeless students shall be provided with transportation services comparable to other students in the school district.
- B. Upon request by the student's parent, guardian, or homeless education liaison, the school district shall provide transportation for a homeless student as follows:
 - 1. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements within the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location on the same basis as transportation services are provided to other students in the school district.
 - 2. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements outside of the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location on the same basis as transportation services are provided to other students in the school district, unless the school district and the school district in which the student is temporarily placed agree that the school district in which the student is temporarily placed shall provide transportation.
 - 3. If a nonresident student is homeless and is residing in a public or private homeless shelter or has other non-shelter living arrangements within the school district, the school district may provide transportation services between the shelter or non-shelter location and the student's school of



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origin outside of the school district upon agreement with the school district in which the school of origin is located.

4. A homeless nonresident student enrolled under Minnesota Statutes section 124D.08, subdivision 2a, must be provided transportation from the student's district of residence to and from the school of enrollment.

IX. AVAILABILITY OF SERVICES

Transportation shall be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break. Transportation may be provided for summer instructional programs for students with a disability or in conjunction with a learning year program. Transportation between home and school may also be provided, in the discretion of the school district, on staff development days.

X. MANNER OF TRANSPORTATION

The scheduling of routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, the determination of fees, and any other matter relating thereto shall be within the sole discretion, control and management of the School Board. The school district may, in its discretion, provide room and board, in lieu of transportation, to a student who may be more economically and conveniently provided for by that means.

XI. RESTRICTIONS

Transportation by the school district is a privilege and not a right for an eligible student. A student's eligibility to ride a school bus may be revoked for a violation of school bus safety or conduct policies, or violation of any other law governing student conduct on a school bus pursuant to the school district's discipline policy. Revocation of a student's bus riding privilege is not an exclusion, expulsion, or suspension under the Pupil Fair Dismissal Act. Revocation procedures for a student who is an individual with a disability under 20 United States Code, section 1415 (Individuals with Disabilities Act), 29 United States Code, section 794 (the Rehabilitation Act), and 42 United States Code, section 12132, (Americans with Disabilities Act) are governed by these provisions.

XII. FEES

- A. In its discretion, the school district may charge fees for transportation of students to and from extra curricular activities conducted at locations other than school, where attendance is optional.
- B. The school district may charge fees for transportation of students to and from school when authorized by law. If the school district charges fees for

transportation of students to and from school, guidelines shall be established for that transportation to ensure that no student is denied transportation solely because of inability to pay. The school district also may waive fees for transportation if the student’s parent is serving in, or within the past year has served in, active military service as defined in Minnesota Statutes section 190.05.

- C. The school district may charge reasonable fees for transportation of students to and from post-secondary institutions for students enrolled under the post-secondary enrollment options program. Families who qualify for mileage reimbursement may use their state mileage reimbursement to pay this fee.
- D. Where, in its discretion, the school district provides transportation to and from an instructional community-based employment station that is part of an approved occupational experience vocational program, the school district may require the payment of reasonable fees for transportation from students who receive remuneration for their participation in these programs.

Legal References:

- Minn. Stat. § 120A.22 (Compulsory Instruction)
- Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
- Minn. Stat. § 121A.59 (Bus Transportation a Privilege Not a Right)
- Minn. Stat. § 123B.36 (Authorized Fees)
- Minn. Stat. § 123B.41 (Definitions)
- Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
- Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
- Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
- Minn. Stat. § 124D.03 (Enrollment Options Program)
- Minn. Stat. § 124D.04 (Options for Enrolling in Adjoining States)
- Minn. Stat. § 124D.041 Reciprocity with Adjoining States)
- Minn. Stat. § 124D.08 (School Board’s Approval to Enroll in Nonresident District; Exceptions)
- Minn. Stat. Ch. 125A (Special Education and Special Programs)
- Minn. Stat. § 125A.02 (Children With a Disability; Defined)
- Minn. Stat. § 125A.12 (Attendance in Another District)
- Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)
- Minn. Stat. § 125A.51 (Placement of Children without Disabilities; Education and Transportation)
- Minn. Stat. § 125A.515 (Placement of Students; Approval of Education Program)
- Minn. Stat. § 125A.65 (Attendance at Academies for the Deaf and Blind)
- Minn. Stat. § 126C.01 (Definitions)
- Minn. Stat. § 127A.47 (Payments to Resident and Nonresident Districts)
- Minn. Stat. § 190.05 (Definitions)
- Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
- Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disabilities)
- 20 U.S.C. § 1415 (Individuals with Disabilities Education Act)



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29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)

42 U.S.C. § 2000d (Prohibition against Exclusion from Participation in, Denial of Benefits of, and Discrimination under Federally Assisted Programs on Ground of Race, Color, or National Origin)

42 U.S.C. § 11431, *et seq.* (McKinney-Vento Homeless Assistance Act of 2001)

42 U.S.C. § 12132 (Americans With Disabilities Act)

Cross References:

MSBA/MASA Model Policy 708 (Transportation of Nonpublic School Students)

MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)

MSBA/MASA Model Policy 710 (Extracurricular Transportation)

School Board Action:

Adopted as Policies 10.61, 10.63, 10.64, 10.65 October 18, 1994

Revised as Policy 707 February 19, 2008

Revised July 15, 2008

Revised January 18, 2011

Revised August 22, 2012

Revised February 18, 2014

Revised June 21, 2016

Revised October 16, 2018

Revised February 16, 2021

Revised January 17, 2023

[Revised July 15, 2025](#)

Legislative Changes - Only One Reading Needed



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709 STUDENT TRANSPORTATION SAFETY POLICY

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

The school district may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

B. Student School Bus Safety Training

1. The school district shall provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:
 - a. transportation by school bus is a privilege, not a right;
 - b. school district policies for student conduct and school bus safety;
 - c. appropriate conduct while on the bus;
 - d. the danger zones surrounding a school bus;
 - e. procedures for safely boarding and leaving a school bus;
 - f. procedures for safe vehicle lane crossing; and
 - g. school bus evacuation and other emergency procedures.
2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not

received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within four weeks of their first day of attendance.

3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.
4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minnesota Statutes section 169.446, subdivision 2.
5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.
6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.
7. The school district may provide kindergarten students with school bus safety training before the first day of school.
8. The school district shall adopt and make available for public review a curriculum for transportation safety education.
9. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

C. Active Transportation Safety Training

1. Training required

- a. The school district must provide public school pupils enrolled in kindergarten through grade 3 with age-appropriate active transportation safety training. At a minimum, the training must include pedestrian safety, including crossing roads.
- b. The school district must provide pupils enrolled in grades 4 through 8 with age-appropriate active transportation safety training. At a minimum, the training must include:
 - (1) pedestrian safety, including crossing roads safely using the searching left, right, left for vehicles in traffic technique;
 - (2) bicycle safety, including relevant traffic laws, use and proper fit of protective headgear, bicycle parts and safety features, and safe biking techniques and;
 - (3) electric-assisted bicycle safety, including that a person under the age of 15 is not allowed to operate an electric-assisted bicycle.

~~2. Deadlines.~~

- ~~a. Students under subdivision 1, paragraph (a), who are enrolled during the first or second week of school and have not previously received active transportation safety training specified in that paragraph must receive the safety training by the end of the third week of school.~~
- ~~b. Students under subdivision 1, paragraph (b), who are enrolled during the first or second week of school and have not previously received active transportation safety training specified in that paragraph must receive the safety training by the end of the sixth week of school.~~
- ~~c. Students under subdivision 1, paragraph (a) or (b), who enroll in a school after the second week of school and have not received the appropriate active transportation safety training in their previous school district must undergo the training or receive active transportation safety instructional materials within four weeks of the first day of attendance.~~

~~d. The school district and a nonpublic school may provide kindergarten pupils with active transportation safety training before the first day of school.~~

23. Instruction

- a. The school district may provide active transportation safety training through distance learning.
- b. The district and a nonpublic school must make reasonable accommodations for the active transportation safety training of pupils known to speak English as a second language and pupils with disabilities.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

- A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses; including nonpublic and charter school students.
- B. Consequences for school bus/bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures. In addition, all school bus/bus stop misconduct will be reported to the school district's transportation safety director. Serious misconduct may be reported to local law enforcement.
 1. School Bus and Bus Stop Rules: The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. In most circumstances, consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the school district's transportation director/school office.
 2. Rules at the Bus Stop
 - a. Get to your bus stop five minutes before your scheduled pick up time. The school bus driver will not wait for late students.
 - b. Respect the property of others while waiting at your bus stop.
 - c. Keep your arms, legs and belongings to yourself.
 - d. Use appropriate language.

- e. Stay away from the street, road or highway when waiting for the bus.
 - f. Wait until the bus stops before approaching the bus.
 - g. After getting off the bus, move away from the bus.
 - h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
 - i. No fighting, harassment, intimidation or horseplay.
 - j. No use of alcohol, tobacco or drugs.
3. Rules on the Bus
- a. Immediately follow the directions of the driver.
 - b. Sit in your seat facing forward.
 - c. Talk quietly and use appropriate language.
 - d. Keep all parts of your body inside the bus.
 - e. Keep your arms, legs and belongings to yourself.
 - f. No fighting, harassment, intimidation or horseplay.
 - g. Do not throw any object.
 - h. No eating, drinking, or use of alcohol, tobacco, or drugs.
 - i. Do not bring any weapons or dangerous objects on the school bus.
 - j. Do not damage the school bus.
4. Consequences
- a. Consequences for school bus/bus stop misconduct will apply to all regular and late routes and all forms of school provided transportation, hereafter referred to as “bus.” Decisions regarding a student’s ability to ride the bus in connection with cocurricular

and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parents or guardians will be notified of any suspension of bus privileges. Consequences for misconduct on buses will be assigned based on the nature of the offense and the severity of a student's conduct. Consequences up to and including suspension or expulsion from school may result from school bus/bus stop misconduct.

- b. Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that causes an immediate and substantial danger to the student or surrounding persons or property will be provided by the school district to the state in accordance with state and federal law.
- c. Vandalism/Bus Damage: Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within two weeks may result in the loss of bus privileges until damages are paid.
- d. School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.
- e. In cases involving criminal conduct (for example: assault, chemical violations, weapons, or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

The school district school bus and bus stop rules will be provided to each family. Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;
2. Support safe riding and walking practices, and recognize that students are responsible for their actions;
3. Communicate safety concerns to their school administrators;
4. Monitor bus stops, if possible;
5. Have their children to the bus stop five minutes before the bus arrives;
6. Have their children properly dressed for the weather; and
7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

- A. Contracted services shall ensure that all school bus drivers have the appropriate, valid driver's license with all necessary endorsements as required by state and federal law for all of the equipment they operate.
- B. A person possessing a valid driver's license, without a school bus endorsement, may drive a vehicle with a seating capacity of 10 or fewer persons used as a school bus, but not outwardly equipped or identified as a school bus as set forth below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "Type III" school bus as set forth below.
- C. As required under federal law, testing for alcohol, marijuana, cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), is mandatory for all school district employees and job applicants whose positions require a commercial driver's license.
- D. Contracted bus services will be responsible for meeting all state and federal requirements, including but not limited to implementing mandatory drug and alcohol testing. Contracted bus services will be responsible for affirming to the district in writing, as part of the contract, that it is in compliance with all federal and state mandatory drug and alcohol testing requirements and will not hire applicants who test positive.
- E. A person who operates a type III vehicle and who sustains a conviction as described in Section VII.C.1.g. (*i.e.*, driving while impaired offenses), VII.C.1.h. (*i.e.*, felony, controlled substance, criminal sexual conduct offenses, or offenses

for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within ten days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy. This provision does not apply to a school district employee whose normal duties do not include operating a type III vehicle.

VI. SCHOOL BUS DRIVER TRAINING

A. Training

1. Contracted bus services will be responsible for ensuring that all new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall, through contracted services, receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. Such in-service training sessions shall be scheduled so as not to interfere with daily student transportation. Contracted bus services shall retain on file, and provide to the district upon request, an annual individual school bus driver "evaluation certification" form for each school bus driver as contained in the Model School Bus Driver Training Manual.
2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Section VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

B. Evaluation

1. Through contracted services, school bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:
 - a. Safely operate the type of school bus the driver will be driving;

- b. Understand student behavior, including issues relating to students with disabilities;
 - c. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;
 - d. Know and understand relevant laws, rules of the road and local school bus safety policies;
 - e. Handle emergency situations; and
 - e. Safely load and unload students.
2. The evaluation must include completion of an individual “school bus driver evaluation form” (road test evaluation) as contained in the Model School Bus Driver Training Manual.

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.
2. Only students assigned to the school bus by the school district shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.
3. The parent/guardian may designate, pursuant to school district policy, a day care facility, respite care facility, the residence of a relative or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet all other eligibility requirements.
4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.

5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.
 6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion or a part of traffic. For purposes of this paragraph, “school bus” has the meaning given in Minnesota Statutes section 169.011, subdivision 71. In addition, “school bus” also includes type III vehicles when driven by employees or agents of the school district. “Cellular phone” means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.
- B. Type III Vehicles
1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer’s rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.
 2. Type III vehicles must be painted a color other than national school bus yellow.
 3. Type III vehicles shall be state inspected in accordance with legal requirements.
 4. Vehicles model year 2007 or older must not be used as type III vehicles to transport school children, except those vehicles that are manufactured to meet the structural requirements of federal motor vehicle safety standard 222, Code of Federal Regulations, title 49, part 571.
 5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words “school bus” in any location on the exterior of the vehicle or in any interior location visible to a motorist.
 6. A “type III vehicle” and “Type III Head Start bus” must not be outwardly equipped and identified as a type A, B, C, or D bus.
 7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.

8. Type III vehicles must be equipped with mirrors as required by law.
9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.
10. Any type III vehicle used to transport students must carry emergency equipment including:
 - a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket, and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.
 - b. First aid kit and body fluids cleanup kit. A minimum of a ten-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver's compartment and must be marked to indicate their identity and location.
 - d. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.
11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.
12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will

not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.

13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.

C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:
 - a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.
 - b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:
 - (1) safe operation of a type III vehicle;
 - (2) understanding student behavior, including issues relating to students with disabilities;
 - (3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;
 - (4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;
 - (5) handling emergency situations;
 - (6) proper use of seat belts and child safety restraints;
 - (7) performance of pretrip vehicle inspections;
 - (8) safe loading and unloading of students, including, but not limited to:
 - (a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways,

- yards, and other areas to enable the student to avoid hazardous conditions;
 - (b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;
 - (c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location; and
 - (d) placing the type III vehicle in “park” during loading and unloading; and
 - (e) escorting a student across the road under clause c only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and
- (9) compliance with paragraph V.F concerning reporting convictions to the employer within ten days of the date of conviction.
- c. A background check or background investigation of the operator has been conducted that meets the requirements under Minnesota Statutes section 122A.18, Subdivision 8, or Minnesota Statutes section 123B.03 for school district employees; Minnesota Statutes section 144.057 or Minnesota Statutes chapter 245C for day care employees; or Minnesota Statutes section 171.321, subdivision. 3, for all other persons operating a type A or type III vehicle under this section.
 - d. Operators shall submit to a physical examination as required by Minnesota Statutes section 171.321, subdivision 2.
 - e. The operator’s employer requires preemployment drug and alcohol testing of applicants for operator positions. Current operators must comply with the employer’s policy under Minnesota Statutes section 181.951, subdivisions 2, 4, and 5. Notwithstanding any law to the contrary, the operator’s employer may use a

breathalyzer or similar device to fulfill random alcohol testing requirements.

- f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minnesota Statutes, section 171.321, subdivision 5.
- g. A person who sustains a conviction, as defined under Minnesota Statutes section 609.02, of violating Minnesota Statutes sections 169A.25, 169A.26, 169A.27 (driving while impaired offenses), or 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minnesota Statutes sections 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for five years from the date of conviction.
- h. A person who has ever been convicted of a disqualifying offense as defined in Minnesota Statutes section 171.3215, subdivision 1(c), (*i.e.*, felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.
- i. A person who sustains a conviction, as defined under Minnesota Statutes section 609.02, of a moving offense in violation of Minnesota Statutes chapter 169 within three years of the first of three other moving offenses is precluded from operating a type III vehicle for one year from the date of the last conviction or does not meet requirements from district's insurance carrier.
- j. Students riding the type III vehicle must have training required under Minnesota Statutes section 123B.90, subdivision. 2 (See Section II.B. above).
- k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.

2. The type III vehicle must bear a current certificate of inspection issued under Minnesota Statutes section 169.451.
 3. An employee of the school district who is not employed for the sole purpose of operating a type II vehicle may, in the discretion of the school district, be exempt from paragraphs, VII.C.1.d. (physical examination), and VII.C.1.e. (drug testing), above.
- D. Type A-I “Activity” Buses Driven by Employees with Driver’s License Without a School Bus Endorsement
1. The holder of a Class D driver’s license, without a school bus endorsement, may operate a type III school bus or a Multifunctional School Activity Bus (MFSAB) under the following conditions:
 - a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.
 - b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.
 - c. The operator is prohibited from using the eight-light system if the vehicle is so equipped.
 - d. The operator has submitted to a background check and physical examination as required by Minnesota state statute.
 - e. The operator has a valid driver’s license and has not sustained a conviction of a disqualifying offense as set forth in Minnesota state statute.
 - f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration’s “Guideline for the Safe Transportation of Pre-school Age Children in School Buses” if child safety restraints are used by passengers, in addition to the training required above.
 2. The school district shall maintain annual certification of the requirements listed in this section for each Class D license operator.

3. A school bus operated under this section must bear a current certificate of inspection.
4. The word “School” on the front and rear of the bus must be covered by a sign that reads “Activities” when the bus is being operated under authority of this section.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

- A. If possible, school bus drivers or their supervisors shall call “911” or the local emergency phone number in the event of a serious emergency.
- B. School bus drivers shall meet the emergency training requirements contained in Unit III “Crash & Emergency Preparedness” of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).
- C. School bus drivers and bus assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid procedures, shall within one month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.
- D. Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of their handicapping condition. The information shall state:
 1. the student’s name and address;
 2. the nature of the student’s disabilities;
 3. emergency health care information; and
 4. the names and telephone numbers of the student’s physician, parents, guardians, or custodians, and some person other than the student’s parents or custodians who can be contacted in case of an emergency.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

Contracted bus services shall ensure that:

- A. All school vehicles are maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.
- B. All school vehicles are state inspected in accordance with legal requirements.
- C. A copy of the current daily pre-trip inspection report is carried in the bus. Daily pre-trip inspections are maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.
- D. Daily post-trip inspections are performed to check for any children or lost items remaining on the bus and for vandalism.

X. TRANSPORTATION COORDINATOR

The School Board has designated the transportation coordinator to serve as the school district's school transportation safety coordinator. The school transportation safety coordinator shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district. The school transportation safety coordinator will assure that this policy is periodically reviewed to ensure that it conforms to law. Contracted transportation services must maintain and supply upon demand, records verifying that each school bus driver meets the school bus driver training competencies required by Minnesota Statutes section 171.321, Subdivision 4. The transportation safety coordinator also shall annually verify or ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school bus or type III vehicle or MFSAB with the National Driver's Register or the Department of Public Safety. Upon request of the school district superintendent or the superintendent of the school district where nonpublic students are transported, the school transportation safety director also shall certify to the superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety coordinator are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety coordinator.

Legal References:

Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses)



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Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.42 (Textbooks; Individual Instruction or Cooperative Learning Material; Standard Tests)
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)
Minn. Stat. § 123B.90 (School Bus Safety Training)
Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)
Minn. Stat. § 123B.935 (Active Transportation Safety Training)
Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)
Minn. Stat. Ch. 169 (Traffic Regulations)
Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)
Minn. Stat. § 169.02 (Scope)
Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)
Minn. Stat. § 169.446, Subd. 2 (Safety of School Children; Training and Education Rules)
Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
Minn. Stat. § 169.454 (Type III Vehicle Standards)
Minn. Stat. § 169.4582 (Reportable Offense on School Buses)
Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)
Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
Minn. Stat. § 171.168 (Notice of Violation by Commercial Driver)
Minn. Stat. § 171.169 (Notice of Commercial License Suspension)
Minn. Stat. § 171.321 (Qualifications of School Bus Driver and Type III Vehicle Drivers)
Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)
Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)
Minn. Stat. Ch. 245C (Human Services Background Studies)
Minn. Stat. § 609.02 (Definitions)
Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
49 C.F.R. Part 383 (Commercial Driver's License Standards; Requirements and Penalties)
49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)
49 C.F.R. § 383.33 (Notification of Driver's License Suspensions)
49 C.F.R. § 383.5 (Transportation Definitions)
49 C.F.R. § 383.51 (Disqualification of Drivers)
49 C.F.R. Part 571 (Federal Motor Vehicle Safety Standards)

Cross References:

MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 707 (Transportation of Public Students)
MSBA/MASA Model Policy 708 (Transportation of Nonpublic Students)
MSBA/MASA Model Policy 710 (Extracurricular Transportation)



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School Board Action:

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Revised March 16, 2021

Revised December 20, 2022

Revised August 15, 2023

Revised August 20, 2024

Revised July 15, 2025

Legislative Changes - Only One Reading Needed

802 Disposition Of Obsolete Equipment And Material

I. Purpose

The purpose of this policy is to provide guidelines for the superintendent to assist in timely disposition of obsolete equipment and material.

II. General Statement of Policy

Effective use of school building space, and consideration for safety of personnel, will at times require disposal of obsolete equipment and material.

III. Definitions

- A. "Contract" means an agreement entered into by the school district for the sale of supplies, materials or equipment.
- B. "Official newspaper" is a regular issue of a qualified legal newspaper.

IV. Manner of Disposition

A. Authorization

The superintendent shall be authorized to dispose of obsolete equipment and materials by selling it at a fair price consistent with the procedures outlined in this policy. Any sale exceeding the minimum amount for which bids are required must first be specifically authorized by the School Board. The superintendent shall be authorized to properly dispose of used books, materials and equipment deemed to have little or no value.

B. Contracts Over \$ 175,000

1. If the value of the equipment or materials is estimated to exceed \$175,000 in total, sealed bids shall be solicited by two weeks' published notice in the official newspaper. This notice shall state the time and place of receiving bids and contain a brief description of the subject matter. Additional publication in the official newspaper or elsewhere may be made as the School Board shall deem necessary.
2. The sale shall be awarded to the highest responsible bidder, be duly executed in writing, and be otherwise conditioned as required by law.
3. A record shall be kept of all bids, with names of bidders and amounts of bids, and an indication of the successful bid. A bid containing an alteration or erasure of any price

contained in the bid which is used in determining the highest responsible bid shall be rejected unless the alteration or erasure is corrected by being crossed out and the correction printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid.

4. In the case of identical high bids from two or more bidders, the School Board may, at its discretion, utilize negotiated procurement methods with the tied high bidders so long as the price paid does not go below the high tied bid price. In the case where only a single bid is received, the School Board may, at its discretion, negotiate a mutually agreeable contract with the bidder so long as the price paid does not fall below the original bid. If no satisfactory bid is received, the board may re-advertise.
5. All bids obtained shall be kept on file for a period of at least one year after their receipt. Every contract made without compliance with the foregoing provisions shall be void.
6. Data submitted by a business to a school in response to a request for bids are private until opened. Once opened, the name of the bidder and the dollar amount specified become public; all other data are private until completion of the selection process, meaning the school has completed its evaluation and ranked the responses. After completion of the selection process, all data submitted by all bidders are public except trade secret data. If all responses are rejected prior to completion of the selection process, all data remain private, except the name of the bidder and the dollar amount specified which were made public at the bid opening for one year from the proposed opening date or until resolicitation results in completion of the selection process or until a determination is made to abandon the purchase, whichever occurs sooner, at which point the remaining data becomes public. Data created or maintained by the school district as part of the selection or evaluation process are protected as nonpublic data until completion of the selection or evaluation process. At that time, the data are public with the exception of trade secret data.

C. Contracts From \$25,000 to \$175,000

If the amount of the sale is estimated to exceed \$25,000 but not to exceed \$175,000, the contract may be made either upon sealed bids in the manner directed above or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding notice. All quotations obtained shall be kept on file for a period of at least one year after their receipt.

D. Contracts \$25,000 or Less

If the amount of the sale is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the School Board. The

sale in the open market may be by auction. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt.

E. Electronic Sale of Surplus Supplies, Materials, and Equipment

Notwithstanding the other procedural requirements of this policy, the school district may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused through an electronic selling process in which purchasers compete to purchase the supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

F. Notice Of Quotation

Notice of procedures to receive quotations shall be given by publication or other means as appropriate to provide reasonable notice to the public.

G. Sales To Employees

No officer or employee of the school district shall sell or procure for sale or possess or control for sale to any other officer or employee of the school district any property or materials owned by the school district unless sold to a school district employee after reasonable public notice, at public auction or by sealed response, if the employee is not directly involved in the auction or sale process. Reasonable notice shall include at least one week's published or posted notice. A school district employee may purchase no more than one motor vehicle from the school district in any 12-month period. This section shall not apply to the sale of property or materials acquired or produced by the school district in the ordinary course of business. Nothing in this section shall prohibit an employee of the school district from selling or possessing for sale public property if the sale or possession for sale is in the normal course of the employee's duties.

H. Exceptions for Surplus School Computers

1. A school district may bypass the requirements for competitive bidding and is not subject to any other laws relating to school district contracts if it is disposing of surplus school computer and related equipment, including a tablet device, by conveying the property and title to:

- a. another school district;
- b. the state department of corrections;
- c. the board of trustees of Minnesota State Colleges and Universities;

- d. the family of a student residing in the district whose total family income meets the federal definition of poverty.
 - e. A charitable organization under section 501(c)(3) of the Internal Revenue code that is registered with the attorney general's office for educational use.
2. If surplus school computers are not disposed of as described in Paragraph 1., upon adoption of a written resolution of the school board, when updating or replacing school computers, including tablet devices, used primarily by students, the school district may sell or give used computers or tablets to qualifying students at the price specified in the written resolution. A student is eligible to apply to the school board for a computer or tablet under this subdivision if the student is currently enrolled in the school and intends to enroll in the school in the year following the receipt of the computer or tablet. If more students apply for computers or tablets than are available, the school must first qualify students whose families are eligible for free or reduced-price meals and then dispose of the remaining computers or tablets by lottery.

I. Disposing of Surplus Books

Notwithstanding Minnesota Statutes, section 471.345, governing school district contracts made upon sealed bid or otherwise complying with the requirements for competitive bidding, other provisions of this section governing school district contracts, or other law to the contrary, the school district may dispose of school books, including library books, books from an individual classroom library, and textbooks including other materials accompanying a textbook. The school district may dispose of surplus books by donating them to a family of a student residing in the district or a charitable organization under section 501(c)(3) of the Internal Revenue Code.

Legal References:

Minn. Stat. § 13.591 (Business Data)
Minn. Stat. § 15.054 (Sale or Purchase of State Property; Penalty)
Minn. Stat. § 123B.29 (Sale of School Building at Auction)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 471.85 (Property Transfer; Public Corporations)
Minn. Stat. § 645.11 (Published Notice)

Cross References:

MSBA School Law Bulletin "F" (School District Contract and Bidding Procedures)

SCHOOL BOARD ACTION:

Adopted September 19, 2000
Revised as Policy 802 June 18, 2002
Revised December 16, 2008



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Revised November 20, 2018

Revised May 19, 2020

Revised March 21, 2023

Revised July 15, 2025

Legislative Changes - Only One Reading Needed



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806 CRISIS MANAGEMENT POLICY

I. PURPOSE

The purpose of this Crisis Management Policy is to act as a guide for the school and building administrators, school employees, students, School Board members, and community members to address a wide range of potential crisis situations in the school district. The Fridley School District develops building-specific crisis management plans for each school building in the district and sections or procedures may be added or deleted in those crisis management plans based on building needs.

The school district will, to the extent possible, engage in ongoing emergency planning within the school district and with first responders and other relevant community organizations. The school district will ensure that relevant first responders in the community have access to their building-specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The school district's Crisis Management Policy has been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each building administrator can tailor a building-specific crisis management plan to meet that building's specific situation and needs.

The school district's administration and/or the administration of each building shall present tailored building-specific crisis management plans to the School Board for review and approval along with the district Emergency Crisis Management Guide. Upon approval by the School Board, such crisis management plans shall be an addendum to this Crisis Management Policy. The Policy and the plans will be maintained and updated on an annual basis.

B. Elements of the District Crisis Management Policy

1. **General Crisis Procedures:** The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by building administrators when creating the building-specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis

setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the Building Crisis Response Team. A secondary method of communication should be included when the primary method of communication is inoperable. Each building will have access to an Emergency Crisis Management Guide to assist in the development of the building-specific crisis management plans. Finally, all general crisis procedures will address specific procedures for children with special needs such as physical, sensory, motor, developmental, and mental health challenges.

- a. Lock-Down Procedures. Lock down procedures will be used in situations where harm may result to persons inside the school building, such as shooting, hostage incident, intruder, trespass, disturbance, or when determined to be necessary by the building administrator/designee. The building administrator or designee will announce the lock down over the public address system or other designated system. Code words will not be used. Provision for emergency evacuation will be maintained even in the event of a lock down. Each building administrator will submit lock down procedures for the building as part of the building-specific crisis management plan. Each building will conduct five lock-down drills each school year.
 - b. Evacuation Procedures. Evacuation of classrooms and buildings shall be implemented at the discretion of the building administrator or designee. Each building's crisis management plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until released by the building administrator or designee. Safe areas may change based upon the specific emergency situation. The evacuation procedures should include specific procedures for children with special needs, including children with limited mobility (wheelchairs, braces, crutches, etc.) visual impairments, hearing impairments, and other sensory, developmental, or mental health needs. The evacuation procedures should also address transporting necessary medications for students that take medications during the school day. Each building will conduct five fire drills and one tornado drill each school year.
 - c. Sheltering Procedures. Sheltering provides refuge for students, staff, and visitors within the school building during an emergency. Shelters are safe areas that maximize the safety of inhabitants. Safe areas may change based upon the specific emergency. The building administrator or designee will announce the need for sheltering over the public address system or other designated system. Each building administrator will submit sheltering procedures for the building as part of the building-specific crisis management plan.
2. Crisis-Specific Procedures: The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-

sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.

3. Building Crisis Response Teams

- a. **Composition.** The building administrator in each school building will select a building crisis response team that will be trained to respond to emergency situations. All building crisis response team members will receive on-going training to carry out the building's crisis management plans and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability, to the extent possible, building crisis response teams will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the building administrator. Each building will maintain a current list of building crisis response team members which will be updated annually. The building administrator and alternative designees will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office.
- b. **Leaders.** The building administrator or designee will serve as the leader of the building crisis response team and will be the primary contact for the emergency response officials. In the event the primary designee is unavailable, the designee list should include more than one alternative designee and may include members of the building crisis response team. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. **District Employees:** Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's Crisis Management Policy and their own building's crisis management plan. Each school's building-specific management plan shall include the method and date of dissemination of the plan to its staff. Employees will receive a copy of the relevant building-specific crisis management plan and shall receive periodic training on plan implementation.

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2. **Students and Parents:** Students and parents shall be made aware of the school district's Crisis Management Policy and relevant tailored crisis management plans for each school building. Each building-specific crisis management plan shall set forth how students and parents are made aware of the district and school-specific plans. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

B. Planning and Preparation for Fire

1. Designate a safe area at least 50 feet away from the building to enable students and staff to evacuate. The safe area should not interfere with emergency responders or responding vehicles and should not be in an area where evacuated persons are exposed to any products of combustion.
2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe areas both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs.
3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice situations using primary evacuation and alternate routes.
4. Certain employees, such as those who work in hazardous areas in the building will receive training on the locations and proper use of fire extinguishers and protective clothing and equipment.
5. Fire drills will be conducted periodically without warning at various times of the day and under different circumstances. State law requires a minimum of five drills each school year.
6. A record of fire drills conducted at the building will be maintained in the building administrator's office.
7. The school district will have prearranged sites for emergency sheltering and transportation as needed.
8. The school district will determine which staff will remain in the building to perform essential functions if safe to do so (e.g. receptionist, head custodian, etc.). The school district also will designate an administrator or designee to meet local fire or law enforcement agents upon their arrival.

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- C. **Facility Diagrams and Site Plans:** All school buildings will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be regularly updated and whenever a major change is made to a building. Facility diagrams and site plans will be maintained by the building administrator and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.
- D. **Emergency Telephone Numbers:** Each building will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be on file in the Emergency Crisis Management Guide and will be updated annually.

School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific building in need of emergency services.

School district plans will be set forth a process to internally communicate an emergency, using telephones in classrooms, intercom systems, or two-way radios, as well as the procedure to enable the staff to rapidly convey emergency information to a building designee. Each plan will identify a primary and secondary method of communication for both internal and secondary use. It is recommended that the plan include several methods of communication because computers, intercoms, telephones, and cell phones may not be operational or may be dangerous to use during an emergency.

- E. **Warning Systems:** The school district shall maintain a warning system designed to inform students, employees, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school district buildings.

It shall be the responsibility of the building principal to inform students and employees of the system and the means by which the system is used to identify a specific crisis or emergency situation. Each building-specific crisis management plan will include the method and frequency of dissemination of the warning system information to students and employees.

- F. **Early School Closure Procedures:** The superintendent will make decisions about closing schools or buildings as early in the day as possible. The early school closure procedures will set forth the criteria for each school closure (e.g. weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff,

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students, families, and the school community (designated broadcast media, local authorities, e-mail, or district or school building web sites), and will discuss the factors to be considered in closing and reopening a school or building.

Early school closure procedures also will include a reminder to parents and guardians to check the district website, social media, and local TV stations for school closing announcements, where possible.

- G. **Media Procedures:** The superintendent has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.
- H. **Behavioral Health Crisis Intervention Procedures:** Short-term behavioral health crisis intervention procedures will set forth the procedure for initiating behavioral health crisis intervention plans. The procedures will utilize available resources including the school psychologist, counselor, community behavioral health crisis intervention, or others in the community. Counseling procedures will be used whenever the superintendent or the building administrator determines it to be necessary, such as after an assault, a hostage situation, shooting or suicide. The behavioral health crisis intervention procedures shall include the following steps:
1. Administrator will meet the relevant persons, including school psychologists and counselors, to determine the level of intervention needed for students and staff.
 2. Designate specific rooms as private counseling areas.
 3. Escort siblings and close friends of any victims as well as others in need of emotional support to the counseling areas.
 4. Prohibit media from interviewing or questioning students or staff.
 5. Provide follow-up services to students and staff who received counseling.
 6. Resume normal school routines as soon as possible.
- I. **Long Term Recovery Intervention Procedures:** Long-term recovery intervention procedures may involve both short-term and long-term recovery planning:
1. Physical/structural recovery
 2. Fiscal recovery
 3. Academic recovery
 4. Social/emotional recovery

IV. ACTIVE SHOOTER DRILL

A. Definitions

1. "Active shooter drill" means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.
2. "Active shooter simulation" means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter drill.
3. "Evidence-based" means a program or practice that demonstrates any of the following:
 - a. a statistically significant effect on relevant outcomes based on any of the following:
 - i. strong evidence from one or more well designed and well implemented experimental studies;
 - ii. moderate evidence from one or more well designed and well implemented quasi-experimental studies; or
 - iii. promising evidence from one or more well designed and well implemented correlational studies with statistical controls for selection bias; or
 - b. a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the effects of the program or practice.
4. "Full-scale exercise" means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often

involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.

5. "Functional exercises" means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

B. Criteria

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

1. accessible;
2. developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;
3. culturally aware;
4. trauma-informed; and
5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

C. Student Mental Health and Wellness

Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief must be provided to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons. An active shooter drill must not be combined or conducted consecutively with any other type of emergency preparedness drill. An active shooter drill must be accompanied by an announcement prior to commencing. The announcement must use concise and age-appropriate language and, at a minimum, inform students there is no immediate danger to life and safety.

D. Notice

1. The school district must provide notice of a pending active shooter drill to every student's parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24

hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating.

2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.
3. The Commissioner of the Minnesota Department of Education must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

E. Participation in Active Shooter Drills

Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the Criteria set forth above.

F. Active Shooter Simulations

A student must not be required to participate in an active shooter simulation. An active shooter simulation must not take place during regular school hours if a majority of students are present, or expected to be present, at the school. A parent or legal guardian of a student in grades 9 through 12 must have the opportunity to opt their student into participating in an active shooter simulation.

G. Violence Prevention

1. A school district or charter school conducting an active shooter drill must provide students in middle school and high school at least one hour, or one standard class period, of violence prevention training annually.
2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the following:
 - a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;
 - b. the importance of taking threats seriously and seeking help; and

- c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity including providing information about the Department of Public Safety’s statewide anonymous threat reporting system and any local threat reporting systems.

3. A school district or charter school must ensure that students have the opportunity to contribute to their school's safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:

- a. student opportunities for leadership related to prevention and safety;
- b. encouragement and support to students in establishing clubs and programs focused on safety; and
- c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

H. Board Meeting

At a regularly scheduled school board meeting, a school board of a district that has conducted an active shooter drill must consider the following:

- 1. the effect of active shooter drills on the safety of students and staff; and
- 2. the effect of active shooter drills on the mental health and wellness of students and staff.

V. PROCEDURES INCLUDED IN THIS POLICY

Procedures for the various emergencies listed below are included in the Emergency Crisis Management Guide. After approval by the School Board, these adopted procedures will become an addendum to the Crisis Management Policy.

- A. Assault and Rape
- B. Bomb Threats
- C. Building Security
- D. Bus Accidents
- E. Chemical or Biological Threat
- F. Child Abuse
- G. Childnapping
- H. Civil Defense Alert
- I. Death



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- J. Demonstrations/Disturbances
- K. Emergency Phone Numbers
- L. Evacuation/Relocation
- M. Fight/Disturbance
- N. Fire
- O. Hazardous Material Emergency
- P. Highly Contagious Serious Illness or Pandemic Flu
- Q. Intruder/Hostage
- R. Lock-down
- S. Media Procedures
- T. Medical Emergencies
- U. Phone Threats
- V. Post-crisis
- W. Sex Offenders
- X. School Emergency Response Team
- Y. Shelter-in-place
- Z. Shooting
- AA. Suicide
- BB. Utility Emergencies
- CC. Vandalism/Burglary
- DD. Weapons
- EE. Weather Related Emergencies

VI. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pools areas, and custodial closets.

B. Visitors

The school district shall implement procedures mandating visitor sign in for visitors in school buildings (See also Policy 903)

The school district shall implement procedures to minimize outside entry into school buildings except at designated check-in points and assure that all doors are locked prior to and after regular building hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

[Note: The Every Student Succeeds Act, 20 U.S.C. § 6301, et seq.; Title IX, 20 U.S.C. § 1681, et seq.; and the Unsafe School Choice Option, 20 U.S.C. § 7912, require school districts to establish such



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transfer procedures.]

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Legal References:

Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.038 (Students Safe at School)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School)
Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property)
Minn. Rules, Ch. 7511 (Fire Safety)
20 U.S.C. § 1681, *et seq.* (Title IX)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References:

Policy 407 (Employee Right to Know - Exposure to Hazardous Substances)
Policy 413 (Harassment and Violence)
Policy 501 (School Weapons Policy)
Policy 506 (Student Discipline)
Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
Policy 903 (Visitors to the School District Buildings and Sites)
<https://dps.mn.gov/divisions/sfm/documents/2011comprehensiveschoolsafetyguide.pdf>
[Minnesota School Safety Center - Resources \(mn.gov\)](#)

Resources

[I Love U Guys Foundation, *Standard Response Protocol*](https://iloveguys.org/The-Standard-Response-Protocol.html)
[https://iloveguys.org/The-Standard-Response-Protocol.html \(012325\)](https://iloveguys.org/The-Standard-Response-Protocol.html)

Safe and Sound Schools

[https://safeandsoundschools.org/ \(012325\)](https://safeandsoundschools.org/)

School Board Action:

Approved September 19, 2000
Revised June 18, 2002
Revised August 15, 2006
Revised December 16, 2008
Revised August 21, 2012
Revised May 21, 2019
Revised June 15, 2021



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Revised May 16, 2023

Revised August 15, 2023

Revised July 15, 2025

Annual Review:

<u>Month</u>	<u>Year</u>	<u>Notes</u>
January	2022	Reviewed / No changes
April/May	2023	Reviewed / Revised
August	2023	Reviewed / Revised
<u>August</u>	<u>2024</u>	<u>Reviewed / No changes</u>
<u>July</u>	<u>2025</u>	<u>Reviewed / Revised</u>

Legislative Changes - Only One Reading Needed

Minutes
School Board Business Meeting
Fridley Independent School District 14
June 17, 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, June 17, 2025, at the Fridley Community Center. The following Board members were present in the room: Nikki Auna, Sara Jones, Jake Karnopp, Ross Meisner, and Avonna Starck Absent: Student representative Aiyanna Shobe

Approval of the Agenda with Suggested Motions and Resolutions

Motion by Meisner, seconded by Starck, to approve the agenda for June 17, 2025. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 5-0.

Superintendent and Staff Reports

A. Superintendent Report

Superintendent Lewis welcomed Aaron Cuthbert from Fridley Education Association to help present on the 2025-27 FEA Master Agreement that was unanimously approved by the FEA group; Principal Veronica Mathison joined Superintendent Lewis to present on the Fridley Association of School Principals 2025-2027 Master Agreement that also was unanimously approved by the principal group; Students from FHS were present to present on a Spring Activities and Athletics recap and to discuss the Boys Volleyball inaugural season; Superintendent Lewis introduced our new FMS Principal and FPS Alum, Jordan Halverson; Activities Director Justin Reese gave an update on the Baseball Field updates happening at Fridley Public Schools; Superintendent Lewis discuss eht 2025-2027 School Resource Officer (SRO) agreements with City of Fridley Police Department and acknowledged their continued partnership with the district; Assistant Superintendent Rochelle Cox discuss the Lead in Water Report that passed testing levels; Superintendent Lewis reviewed the graduations & celebrations throughout the district at Preschool, Grade 4, Grade 8 and ALC, High School; Superintendent Lewis discussed the wonderful City Council and City Employee tours that were given at FPS; Superintendent Lewis presented Matthew Engelhardt as our new Principal of VISTA and unveiled the new 2025-26 Organizational Chart of the cabinet and principals; Board Member Jones gave updates on NE Metro 916; SUpervisorintendent Lewis gave insights into the legislative session that just finished and its impact on Fridley Public Schools in the future; and a touching recognition was given for State Representative Melissa Hortman and State Senator John Hoffman.

Business Action Items

A. **Motion: Approval of the 2025-2027 Fridley Education Association Master Agreement**

Motion by Starck, seconded by Jones to approve the 2025-2027 Fridley Education

Association Master Agreement. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 5-0.

B. Motion: Approval of the 2025-2027 Fridley Association of School Administrators Master Agreement

Motion by Auna, seconded by Jones to approve the 2025-2027 Fridley Association of School Administrators Master Agreement. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 5-0.

C. Motion: Approval the Budget for FY 2025-2026

Motion by Meisner, seconded by Jones to approve the budget for FY 2025-2026. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 5-0.

D. 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 **Hayes Elementary School**: Fridley United Methodist Church - \$1,362 for the family resource room and outreach

Motion by Starck, 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 5-0.

Consent Agenda

Motion by Starck, seconded by Auna to approve the consent agenda including minutes of the business meeting held on May 20, 2025, Special Meeting on May 22, 2025, and Special Meeting on June 2, 2025; Monthly Financial Reports; New Contracts, Amendments, Leaves of Absence, Resignations, Retirements and Terminations; SRO Agreement; SRO Setting IV Agreement; Basement Renovation Professional Services Agreement; 2026-2027 School Year Calendar; Overnight Field Trip: FMS 7th Grade to Long Lake Conservation Center October 2025; Tech Refresh Lease; Authorization to Ehlers Investment Partners to act as the District's Investment Manager and designate Pershing LLC as an official depository to the District; Q Comp Report for 2024-25; and an Additional Professional Development Day on September 26, 2025 for the 2025-26 School Year Calendar. Upon vote being taken all voted in favor, none against, none abstained. Motion carried 5-0.

Important Future School Board Dates

1. No School - District Holiday
June 19, 2025

2. No School - District Holiday
July 4, 2025

3. Fridley Public Schools School Board Meeting
July 15, 2025
Fridley Community Center
5:30 PM Work Session
7:00 PM Public Comment
7:30 PM Business Meeting

Adjournment

Motion by Meisner, seconded by Auna to adjourn the meeting at 8:59 PM. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 5-0.

Jake Karnopp, Board Chair

Avonna Starck, Board Clerk

**INDEPENDENT SCHOOL DISTRICT NO. 14
FRIDLEY, MINNESOTA
TREASURER'S REPORT
MONTH ENDING 06/30/25**

Fund	Revised Balance 5/31/25*	Receipts	Payroll Disbursements	A/P Disbursements	Journal Entry Transfers	Balance 06/30/25
General (01)	\$ 44,574,794.02	\$ 3,770,161.52	\$ 804,018.96	\$ 2,704,024.31	\$ -	\$ 44,836,912.27
Food Service (02)	\$ 982,741.57	289,540.49	38,530.06	103,028.11	-	\$ 1,130,723.89
Transportation (03)	\$ (44,630,660.69)	57,955.61	7,317.43	2,126,968.86	-	\$ (46,706,991.37)
Comm. Service (04)	\$ (788,743.14)	221,891.68	70,895.96	123,106.47	-	\$ (760,853.89)
Operating Capital (05)	\$ (633,886.86)	-	-	41,818.55	-	\$ (675,705.41)
Construction (06)	\$ 98,627.93	-	-	259,085.44	-	\$ (160,457.51)
Debt Service (07)	\$ 1,350,352.17	913,098.35	-	-	-	\$ 2,263,450.52
Performance Contract (16)	\$ (4,220,892.26)	-	-	-	-	\$ (4,220,892.26)
Activity Fund (19)	\$ 197,081.21	18,620.03	-	21,862.20	-	\$ 193,839.04
Dental Self Insurance (20)	\$ 355,187.42	208.50	-	35,584.06	-	\$ 319,811.86
Medical Self Insurance (21)	\$ 6,101,955.69	169,538.45	-	519,170.16	-	\$ 5,752,323.98
OPEB Trust Fund (25)	\$ 30,821.82	9,820.97	-	-	-	\$ 40,642.79
OPEB Debt Service (47)	\$ 626,832.00	133,134.43	-	-	-	\$ 759,966.43
Student Activities Under Board Control (51)	\$ 82,023.68	13,401.89	-	15,287.71	-	\$ 80,137.86
Total	\$ 4,126,234.56	\$ 5,597,371.92	\$ 920,762.41	\$ 5,949,935.87	\$ -	\$ 2,852,908.20

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

Bank	Balance Per Bank Statement	Outstanding Checks	Outstanding Deposits	Balance per Treasurer's Books
MN Trust - OPEB	\$ -	\$ -	\$ -	\$ -
MN Trust - Operating	4,687,934.01	216,021.27	(1,619,004.54)	2,852,908.20
Total	\$4,687,934.01	\$ 216,021.27	\$ (1,619,004.54)	\$2,852,908.20
		Difference	\$	0.00

Schedule of Investments

As of 05/31/25

Investment	Broker	Type	Purchased	Maturity	Market Value	Par	Yield
MNTrust Term Series-Flex (TECH CU)	PMA - OPP	TS	05/31/25	05/31/25	6,536.36	6,536.36	4.27%
Goldman Sachs Government Money	PMA - OPEB	MMA	05/01/25		3,194,646.00	3,194,646.00	3.96%
US Treasury N/B	PMA - OPEB	SEC	01/21/22	11/30/25	270,584.96	275,000.00	1.35%
US Treasury N/B	PMA - OPEB	SEC	02/24/22	11/30/25	236,146.87	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%
GREENSTATE CREDIT UNION, IA	PMA - 2024A BONDS	CD	07/16/24	06/30/25	-	249,868.88	4.89%
The First National Bank of Hutchinson, KS	PMA - 2024A BONDS	CD	07/16/24	06/30/25	-	249,848.53	4.95%
Western Alliance Bank, CA	PMA - 2024A BONDS	CD	07/16/24	06/30/25	-	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%
Totals					\$ 4,302,864.19	\$ 5,100,226.32	

Personnel Changes 2025-2026

New Contracts and Amendments per Master Agreements (2025-2026)

- Traci Brauns, Paraeducator, Stevenson Elementary, Step 5, effective 9/2/25
- Froilan Aniceto Eugenio, Custodian, Stevenson Elementary, Step 5, effective 7/16/25
- Whitney Hanson, Speech Clinician, Fridley High, MA/Step 10, effective 8/25/25
- Kai Hauglid, Head Custodian, Fridley Middle, Step 5, effective 7/7/25
- Monica Jimenez Canales, Custodian, Fridley High, Step 5, effective 7/16/25
- Jennet Kamara, Custodian, Fridley Middle, Step 5, effective 7/16/25
- Christine Larson, Nurse, District-Wide, PhD/Step 9, effective 8/25/25

Individual Contracts (2025-2026)

- Shannon Castro, Special Education Coordinator, Individual Contract, District Office, effective 7/1/2025.
- Nancy Goodman, Third Party Finance Specialist, Individual Contract, District Office, effective 6/14/25
- Aleksandr Simanovich, Technology Manager Systems & Infrastructure, Individual Contract, District Office, effective 07/17/2025.
- Alison Route, BCBA, Individual Contract, District Office, effective 8/25/25.

Resignations (2025-2026)

- Katherine Joyce, Nutrition Coordinator, District Office, effective 7/11/25

Resignations (2024-2025)

- Mari Antoinette Estillero, Paraeducator,
- Sadiq Hirsi, Special Education Behavior Intervention Teacher, Fridley Community Center, effective 6/6/25
- Lauren James, Teacher, Stevenson Elementary, effective 6/9/25, currently on leave.
- Andrea Lago, Paraeducator, VISTA, effective 6/30/2025
- Donna Wood, Teacher position effective 6/6/25, *currently on leave.*