

Regular School Board Meeting

Monday, July 22, 2024 7:00 PM

Conference Room 1148 MS/HS, 1401 7th St SW, Pipestone, MN 56164

1. Call to Order

2. Pledge of Allegiance

3. Approval of Agenda

3.1. Additions

3.1.1. Approve 24-25 Contracts with SWWC (11.12)

3.2. Deletions

3.2.1. Approve MOU with Southwest Health and Human Services

4. Public Comment

5. Presentation

6. Consent Agenda

6.1. Approve Minutes of the Regular School Board Meeting of June 24, 2024

6.2. Approve Minutes of the Special School Board Meeting of July 11, 2024

6.3. Personnel Report: Action Required (new subs, contracts, resignations, volunteers) (Other personnel items potentially brought forward for approval)

7. Financials

7.1. Review of Budget Year-to-Date

7.2. Approve Treasurer's Report for June 30, 2024

7.3. Approve 2023A Bonds Treasurer's Report

7.4. Approve Regular Bills

7.5. Approve High School Activity Bills

8. Board Forum/Information

8.1. Board Reports and Updates

9. Administrator's Report

9.1. Superintendent's Board Report

10. Discussion Items

10.1. Activities Transportation Discussion

10.2. First Reading of the MS/HS Handbook

10.3. First Reading of Policy 503 - Student Attendance

11. Board Action

11.1. Resolution Accepting Donations

11.2. Approve 2024-2025 Little Arrows Pre-School Handbook

11.3. Approve 2024-2025 Elementary Handbook

11.4. Approve 2024-2025 Activities Handbook

11.5. Approve Heartland Colony Lease for 2024-2025

11.6. Approve Federal Title Representative and Homeless Liaison, Jennifer Moravetz

11.7. Resolution Approving School District No. 2689 Long-Term Facility Maintenance Ten Year Plan

11.8. Approve Policies 102 - Equal Educational Opportunities; 207 - Public Hearings; 418 - Drug-Free Workplace/Drug-Free School; 521 - Student Disability and Non-Discrimination; 532 - Use of Peace Officers & Crisis Teams to Remove Students with IEP's from School Grounds; 602 - Organization of School Calendar and School Day; 608 - Instructional Services - Special Education; 621 - Literacy and The Read Act; 722 - Public Data and Data Subject Requests

11.9. Second Reading of Policies 406 - Public and Private Personnel Data; 410 - Family and Medical Leave; 413 - Harassment and Violence and Form; 506 - Student Discipline and Forms; 507 - Corporal Punishment and Prone Restraint; 507.5 - School Resource Officers; 514 - Bullying Prohibition; 515 - Protection and Privacy of Pupil Records and Form; 524 - Internet, Technology, and Cell Phone Acceptable Use and Safety Policy and Forms; 534 - School Meals Policy; 601 - School District Curriculum and Instruction Goals; 603 - Curriculum Development; 708 - Transportation of Nonpublic School Students; 806 - Crisis Management Policy

11.10. Approve MOU with Sioux Valley Energy

11.11. Approve 24-25 Contracts with SWWC

12. Adjourn

Minutes of the Regular School Board Meeting Pipestone Area Schools

A Regular School Board Meeting of the Board of Trustees of Pipestone Area Schools was held Monday, June 24, 2024 beginning at 7:00PM in Conference Room 1148, MS/HS.

Members Present: Chairman Brad Carson; Directors Daphne Likness, Katie Wiese, Mark Hiniker, Tyler Fruechte, Chrissy DeBates, and Lance Oye. Also present: Jacque Kennedy, Klint Willert, Jennifer Moravetz, and Deb Peschon.

Visitors Present: Len Burzynski, Nancy Stiles, Kyle Kuphal, and Dave Dulas.

Call to Order: Chairman Carson called the meeting to order at 7:00pm.

Pledge of Allegiance

Approval of Agenda

Additions:

Consider Approval of Solar Field Partnership with Sioux Valley Energy:

First Reading of Policies 406 - Public and Private Personnel Data; 410 - Family and Medical Leave; 413 - Harassment and Violence and Form; 506 - Student Discipline and Forms; 507- Corporal Punishment and Prone Restraint; 507.5 - School Resource Officers; 514 - Bullying Prohibition; 515 - Protection and Privacy of Pupil Records and Form; 524 - Internet Acceptable Use and Safety and Form; 534 - School Meals; 601 - School District Curriculum and Instruction Goals; 603 - Curriculum Development; 708 - Transportation of Nonpublic School Students; 806 - Crisis Management Policy:

Motion by Wiese, second by Oye, approved the agenda as presented. Motion carried unanimously.

Public Comment: Len Burzynski, new maintenance director introduced himself to the board.

Presentation

Consent Agenda

Approval of May 20, 2024 Regular Minutes:

Approval of May 28, 2024 Special Minutes:

Approval of Personnel - Contracts, Resignations, Subs, Volunteers, Other:

Personnel report – Nancy Siebenahler, 4th grade teacher (retire/rehire); Scott Sterud, elementary Dean of Students; Kristin Walerius, ELL teacher; Kris Ploeger, .5 SEAT, Abbey Behr, Kindergarten, Delanee Vanzante, Mackenzie Griffith and Chloe Olivier, summer band; Anne Shelton, preschool teacher; and Shelly Hennager, assistant volleyball coach. Resignation letters from Heather Bartholomew, elementary SpEd teacher, Jessica Quissell, MS/HS SpEd teacher, Jason Garza, day custodian. Extra duty stipend for Cody Heidebrink, grounds.

Motion by Oye, second by Likness, approved all items in the Consent Agenda. Motion carried unanimously.

Financials

Review of Budget Year-to-Date: The budget year-to-date shows expenditures as of June 20, 2024 at \$14,087,733.44 or 84%. This was non-action.

Approve Treasurer's Report for May 31, 2024: The treasurer's report for month ended May 31, 2024 shows a cash balance of \$10,583,260.85 Motion by Wiese, second by Likness, approved the treasurer's report for May. Motion carried unanimously.

Approve 2023A Bonds Treasurer's Report for May 31, 2024: The MN Trust 2023A Bonds treasurer's report for month ended May 31, 2024 has a cash balance of \$2,830,219.29. Motion by DeBates, second by Fruechte, approved the 2023A bonds treasurer's report. Motion carried unanimously.

Approve Regular Bills for June: Regular bills paid through June 14, 2024 totaled \$681,099.43. Motion by Wiese, second by Oye, approved payment of the regular bills. Motion carried unanimously.

Approve High School Activity Bills for June: High school activity bills paid through June 14, 2024 totaled \$10,538.27. Motion by DeBates, second by Fruechte, approved payment of the high school activity bills. Motion carried unanimously.

Approve 2023A Bond Bills: Bond bills paid through June 4, 2024 totaled \$47,864.22. Motion by Wiese, second by Hiniker, approved payment of the 2023A bond bills. Motion carried unanimously.

Informational Items

Board Members Report: A policy meeting and a budget/finance meeting was held. Several policies were reviewed and brought forward for a first reading at the June 24 meeting. The budget/finance committee reviewed the FY25 budget.

Superintendent's Report:

1. Strategic Plan – I have started making some inquiries regarding support for renewing our strategic plan. The focus will center on what the community would expect a graduate from Pipestone Area Schools to know and do as well as how the community would expect the graduate to become a contributing member to the community. The process, called the Portrait of a Learner and Graduate, would include focus group feedback from students, staff, community members, and the board. I will share more details and timelines as they become available. The funding for this process would come from the grant award the district has received.
2. Staffing – We are still struggling to find special education teachers. We know that research on special education has indicated the special education teacher is in short supply.
3. Roofing – Tremco will be onsite this week to complete the preassessment of our roofing needs. They will compile a report that will outline a replacement process for the district as we move forward. The repairs their team made earlier made a difference and helped during this latest rain event. We still have issues with the age of the roof however.
4. Property Insurance – Our insurance coverage was dropped by our provider – Liberty Mutual. As a result, the district has been working with Kozlowski's to find replacement coverage. After making a connection with a larger vendor in Iowa, we have been able to secure property/causality insurance. Our provider will be EMC and the rates have actually decreased from where we were with Liberty. Kozlowski's will not be our agent, but will still support our district needs. The agent, First MainStreet Insurance, is located in Iowa.
5. Back to School Work – Our workshop time was shortened by one day this next school year due to the changes in conferences. As a result, we are going to have to defer the training for staff on Title IX for a later date than what was originally planned. We are going to find a time as quickly as possible to accommodate this need in the district.
6. Collaborative Agreement – The administrators had a zoom meeting with the Southwest Health and Human Services. We are asking for a formal agreement between the district and the agency for the collaborative partnership. We have exchanged a few ideas on a possible Memorandum of Understanding (MOU) between the agency and the district. The agency shared they would have a possible MOU to the district next week. We would work to finalize and bring as an action item for the board in July.
7. Law Enforcement Officer Agreement – We have met with the county to discuss the support with law enforcement at the district facilities. The current agreement is set to expire October 31, 2024. The hope is to have an agreement ready for possible board action at either the August or September board meeting. We have discussed how we can increase visibility of the officer in both buildings as we continue this partnership.
8. Committee Meetings – We had some committee work recently including policy and finance. There are several policies we worked on and the preliminary budget will be presented at the board meeting.

Discussion Items

First Reading of the 24-25 Little Arrows Preschool Handbook: First reading, non-action.

First Reading of the 24-25 Elementary Handbook: First reading, non-action.

First Reading of the 24-25 Activity Handbook: First reading, non-action.

First Reading of Policies 406 - Public and Private Personnel Data; 410 - Family and Medical Leave; 413 - Harassment and Violence and Form; 506 - Student Discipline and Forms; 507- Corporal Punishment and Prone Restraint; 507.5 - School Resource Officers; 514 - Bullying Prohibition; 515 - Protection and Privacy of Pupil Records and Form; 524 - Internet Acceptable Use and Safety and Form; 534 - School Meals; 601 - School District Curriculum and Instruction Goals; 603 - Curriculum Development; 708 - Transportation of Nonpublic School Students; 806 - Crisis Management Policy: The policies were reviewed by the policy committee and a recommendation was made to bring to the board for a first reading. Non-action.

Action Items

Resolution Accepting Donations to High School Activities:

WHEREAS, Minnesota Statutes 123B.02, Subd. 6 provides: "The board may receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. In that behalf, the board may act as trustee of any trust created for the benefit of the district, or for the benefit of pupils thereof, including trusts created to provide pupils of the district with advanced education after completion of high school, in the advancement of education.", and

WHEREAS, Minnesota Statutes 465.03 provides: "Any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full." and

WHEREAS, every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full;

THEREFORE, BE IT RESOLVED, that the School Board of Pipestone Area Schools, ISD 2689, gratefully accepts the following donations to high school activities as identified below:

Arrow Booster Club	\$816.28	Portable Soccer/Tennis Nets Oncourt Offcourt Rebounder Nets
Arrow Booster Club	\$789.98	Spotting Block Adjustable Height Parallel Bars

The motion for adoption of the foregoing resolution made by Member Wiese, and duly seconded by Member Oye, and upon vote being taken thereon, the following voted in favor thereof: Carson, Wiese, DeBates, Likness, Fruechte, Hiniker, and Oye

and the following voted against the same: None.

The foregoing resolution was approved this 24th day of June, 2024

Approve Food Service Management Contract and MOU with Taher: Motion by Wiese, second by Oye, approved the cost-reimbursable food service management contract and the MOU for 2024-2025 with Taher. Motion carried unanimously.

Approve Obsolete Band Items: Motion by DeBates, second by Fruechte, approved the following band items obsolete: 3 silver marching tubas, 1 rotary 5/4 size tuba, and 3 speakers. Motion carried unanimously.

Resolution Establishing Dates for Filing Affidavits of Candidacy:
**RESOLUTION ESTABLISHING DATES
FOR FILING AFFIDAVITS OF CANDIDACY**

- BE IT RESOLVED by the School Board of Independent School District No. 2689, State of Minnesota, as follows:
1. The period for filing affidavits of candidacy for the office of school board member of Independent School District No. 2698 shall begin on July 30, 2024 and shall close on August 13, 2024. An affidavit of candidacy must be filed in the office of the school district clerk and the \$2 filing fee paid prior to 5:00 o'clock p.m. on August, 13,2024.
 2. The clerk is hereby authorized and directed to cause notice of said filing dates to be published in the official newspaper of the district, at least two (2) weeks prior to the first day to file affidavits of candidacy.
 3. The clerk is hereby authorized and directed to cause notice of said filing dates to be posted at the administrative offices of the school district at least ten (10) days prior to the first day to file affidavits of candidacy.
 4. The notice of said filing dates shall be in substantially the following form:

**NOTICE OF FILING DATES FOR ELECTION TO THE SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT NO. 2689
(PIPESTONE AREA SCHOOLS)
STATE OF MINNESOTA**

NOTICE IS HEREBY GIVEN that the period for filing affidavits of candidacy for the office of school board member of Independent School District No. 2689 shall begin on Tuesday, July 30, 2024, and shall close at 5:00 o'clock p.m. on Tuesday, August 13, 2024.

The general election shall be held on Tuesday, November 5, 2024. At that election, four (4) members will be elected to the School Board for terms of four (4) years each.

Affidavits of Candidacy are available from the school district clerk, 1401 7th St SW, Pipestone, MN . The filing fee for this office is \$2. A candidate for this office must be an eligible voter, must be 21 years of age or more on assuming office, must have been a resident of the school district from which the candidate seeks election for thirty (30) days before the general election, and must have no other affidavit on file for any other office at the same primary or next ensuing general election.

The affidavits of candidacy must be filed in the office of the school district clerk and the filing fee paid prior to 5:00 o'clock p.m. on Tuesday, August 13, 2024.

Dated: June 24, 2024

BY ORDER OF THE SCHOOL BOARD

/s/ Katie Wiese

School District Clerk

Motion by Wiese, second by Fruechte, approved the resolution. Motion carried unanimously.

Resolution Relating to the Election of School Board Members and Calling the School District General Election:

RESOLUTION RELATING TO THE ELECTION OF SCHOOL BOARD MEMBERS AND
CALLING THE SCHOOL DISTRICT GENERAL ELECTION

BE IT RESOLVED by the School Board of Independent School District No. 2689, State of Minnesota as follows:

1. It is necessary for the school district to hold its general election for the purpose of electing four (4) school board members for terms of four (4) years each.

The general election is hereby called and elected to be held in conjunction with the state general election on Tuesday, the 5th day of November, 2024.

Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for this general election are those polling places and precincts or parts of precincts located within the boundaries of the school district and which have been established by the cities or towns located in whole or in part within the school district. The voting hours at those polling places shall be the same as for the state general election.

2. The clerk is hereby authorized and directed to cause written notice of said general election to be provided to the county auditor of each county in which the school district is located, in whole or in part, at least seventy-four (74) days before the date of said election. The notice shall include the date of said general election and the office or offices to be voted on at said general election. Any notice given prior to the date of the adoption of this resolution is ratified and confirmed in all respects.

The clerk is hereby authorized and directed to cause notice of said general election to be posted at the administrative offices of the school district at least ten (10) days before the date of said general election.

The clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the school district at least four (4) days before the date of said general election and to cause two sample ballots to be posted in each polling place on Election Day. The sample ballot shall not be printed on the same color paper as the official ballot. The sample ballot for a polling place must reflect the offices, candidates and rotation sequence on the ballots used in that polling place.

The clerk is hereby authorized and directed to cause notice of said general election to be published in the official newspaper of the school district for two (2) consecutive weeks with the last publication being at least one (1) week before the date of said election.

The notice of election so posted and published shall state the offices to be filled set forth in the form of ballot below, and shall include information concerning each established precinct and polling place.

The clerk is authorized and directed to cause the rules and instructions for use of the optical scan voting system to be posted in each polling place on Election Day.

3. The clerk is authorized and directed to acquire and distribute such election materials as may be necessary for the proper conduct of this election, and generally to cooperate with election authorities conducting other elections on that date. The clerk and members of the administration are authorized and directed to take such actions as may be necessary to coordinate this election with those other elections, including entering into agreements or understandings with appropriate election officials regarding preparation and distribution of ballots, election administration and cost sharing.

4. The clerk is further authorized and directed to cause or to cooperate with the proper election officials to cause ballots to be prepared for use at said election in substantially the following form, with such changes in form, color and instructions as may be necessary to accommodate an optical scan voting system.

Motion by DeBates, second by Fruechte, approved the resolution. Motion carried unanimously.

Education Identity and Access Management Board Resolution:

Education Identity and Access Management Board Resolution

The Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board (PELSB), and Office of Higher Education (OHE) require annual designation of an Identified Official with Authority (IOwA) for each local educational agency that uses the Education Identity and Access Management (EDIAM) system. The IOwA is responsible for authorizing, reviewing, and recertifying user access for their local educational agency in accordance with the State of Minnesota Enterprise Identity and Access Management Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The IOwA will authorize user access to State of Minnesota Education secure systems in accordance with the user's assigned job duties, and will revoke that user's access when it is no longer needed to perform their job duties.

Designation of the Identified Official with Authority for Education Identity and Access Management

Organization Name: Pipestone Area Schools

6-Digit or 9-Digit Organization Number (e.g. 1234-01 or 1234-01-000): 2689-01

Superintendent or Exec. Director Name: Klint W. Willert, Superintendent

Will act as the IOwA? X Yes ___

Board Chair Signature:

Name: /s/ Brad Carson

Date: 6-24-2024

Motion by Fruechte, second by Hiniker approved Dr. Klint W. Willert as the IOwA. Motion carried unanimously.

Approve Garbage and Recycling Proposal for 2024-2025: A proposal of \$1,600.00 per month was received from the City of Pipestone inclusive to the advertisement. Motion by Wiese, second by Oye, approved the proposal with the City of Pipestone. Motion carried 5-2 (Hiniker, Fruechte). Passed.

Approve Membership to MSBA for 2024-2025:

Approve Membership to MREA for 2024-2025:

Approve 24-25 Resolution for Membership to MSHSL: Motion by Likness, second by Hiniker, approved membership to MSBA, MREA, and MSHSL for 2024-2025. Motion carried unanimously.

Approve 2024-2025 Literacy Plan: Motion by Wiese, second by Hiniker, approved the 2024-2025 Literacy Plan. Motion carried unanimously.

Approve FY25 Budget: Kennedy presented the budget for FY25. There is a projected deficit of \$1,521,213.00 in the General Fund. There is \$100,000 contingency in the General Fund. The FY25 Food Service Fund has a projected fund balance of \$844,990.00. Community Education FY25 has an estimated fund balance of \$218,446.00. The FY25 ECFE has a projected positive fund balance of \$311,643.00 with Learning Readiness/Pre-School with a projected negative fund balance of \$20,323.00. The FY25 Building Construction Fund has a projected fund balance

of \$2,798,554.00 and FY25 Debt Service Fund has revenue of \$51,509.00 over expenditures. They FY25 High School Activities Fund has revenue of \$141,969.00 and expenditures of \$131,229.00. Motion by DeBates, second by Wiese, approved the FY25 budget. Motion carried unanimously.

Consider Approval of Solar Field Partnership with Sioux Valley Energy: Motion by Fruechte, second by DeBates, to defer action per wanting clarification on upfront costs (#3 on MOU) and maintenance costs to be paid by PAS (#6 on MOU). Motion carried unanimously.

Adjournment

Motion by Wiese, second by Hiniker, to adjourn the meeting (8:21pm). Motion carried unanimously.

Brad Carson
Brad Carson, Chairman

Katie Wiese
Katie Wiese, Clerk

Approved and dated by the board July 22, 2024.
Submitted, Deb Peschon

A Regular School Board Meeting of the Board of Trustees of Pipestone Area Schools was held Monday, June 24, 2024 beginning at 7:00PM in Conference Room 1148, MS/HS. This is a summary of those proceedings, which are not to be confused with the official minutes of the PAS School Board meetings, which are maintained by the Superintendent's Office. Complete official minutes, and resolutions are available at <https://meetings.boardbook.org/Public/Agenda/1058?meeting=636179> or in the District Office located at 1401 7th St SW, Pipestone, MN 56164.

Called to order by Chairman Carson at 7:00 PM. Present: Hiniker, Likness, Wiese, Fruechte, DeBates, Oye, and Carson. Also present: Kennedy, Willert, Moravetz, and Peschon. Others: L. Burzynski, N. Stiles, K. Kuphal, and D. Dulas.

Board Action:

1. Wiese/Oye/All in favor: approve agenda as presented.
2. Oye/Likness/All in favor: Consent Agenda as presented.
3. Financials: Wiese/Likness/All in favor: treasurer's report for May 31, 2024 (\$10,583,260.85). DeBates/Fruechte/All in favor: 2023A bonds treasurer's report (\$2,830,219.29). Wiese/Oye/All in favor: regular bills for June (\$681,099.43). DeBates/Fruechte/All in favor: high school activity bills for June (\$10,538.27). Wiese/Hiniker/All in favor: 2023A bond bills (\$47,864.22).
4. Wiese/Oye/All in favor: donation to high school activities. Arrow Booster Club, \$1,606.26 to for tennis, volleyball and gymnastics items.
5. Wiese/Oye/All in favor: approve food service management contract and MOU with Taher.
6. DeBates/Fruechte/All in favor: 3 silver marching tubas, 1 rotary 5/4 size tuba, and 3 speakers declared obsolete.
7. Wiese/Fruechte/All in favor: Resolution establishing July 30, 2024 – August 13, 2024 as filing affidavits of candidacy for school board.
8. DeBates/Fruechte/All in favor: Resolution relating to the election of school of school board members and calling the school district general election.
9. Fruechte/Hiniker/All in favor: Dr. Klint W. Willert the Identified Official with Authority (IOWA) with MDE.
10. Wiese/Oye/5-2 (Hiniker, Fruechte): approve the City of Pipestone's proposal of \$1,600/month for garbage and recycling for 24-25.
11. Likness/Wiese/All in favor: approve membership to MSBA, MREA, and MSHSL for 2024-2025.
12. Wiese/Hiniker/All in favor: approve 24-25 Literacy Plan.
13. DeBates/Wiese/All in favor: approve FY25 budget.
14. Fruechte/DeBates/All in favor: Defer action on solar field partnership with Sioux Valley Energy for clarification on upfront and maintenance costs.

Other: Admin and board reports. budget year-to-date, first reading of handbooks, and first reading of 14 policies.

Adjourn: Wiese/Hiniker/All in favor: 8:21pm.

/s/ Brad Carson, Chair; /s/ Katie Wiese, Clerk

Approved and dated by the board July 22, 2024. /s/ Deb Peschon, Administrative Assistant/Recording Clerk/District Clerk

Minutes of the Regular School Board Meeting Pipestone Area Schools

A Special School Board Meeting of the Board of Trustees of Pipestone Area Schools was held Thursday, July 11, 2024 beginning at 7:00PM in Conference Room 1148, MS/HS.

Members Present: Chairman Brad Carson; Directors Katie Wiese, Mark Hiniker, and Chrissy DeBates. Absent: Daphne Likness, Lance Oye, and Tyler Frucehte. Also present: Klint Willert, Jennifer Moravetz, Sonja Ortman, and Deb Peschon.

Visitors Present: Jay Buchholz, Emily Williamson, Mark Moeller, Travis Dethlefs, Kyle Kuphal, and Nancy Stiles.

Call Meeting to Order: Chairman Carson called the meeting to order at 7:00pm.

Pledge of Allegiance

Approve Agenda: Motion by DeBates, second by Wiese, approved the agenda as presented. Motion carried unanimously.

Discuss Policy 524 - Internet, Technology, and Cell Phone Acceptable Use and Safety Policy: Discussion on a new policy on personal devices such as cell phones, ear buds, and smart watches.

Discuss Solar Project: Clarifications were made on the MOU with Sioux Valley Energy as questions were brought forward at the June 24 regular meeting.

Adjourn: Motion by Wiese, second by Hiniker, to adjourn meeting (8:01pm.). Motion carried unanimously.

/s/ Brad Carson
Brad Carson, Chairman

/s/ Katie Wiese
Katie Wiese, Clerk

Approved and dated by the board July 22, 2024.
Submitted, Deb Peschon

A Special School Board Meeting of the Board of Trustees of Pipestone Area Schools was held Thursday, July 11, 2024 beginning at 7:00PM in Conference Room 1148, MS/HS. This is a summary of those proceedings, which are not to be confused with the official minutes of the PAS School Board meetings, which are maintained by the Superintendent's Office. Complete official minutes, and resolutions are available at <https://meetings.boardbook.org/Public/Agenda/1058?meeting=636179> or in the District Office located at 1401 7th St SW, Pipestone, MN 56164.

Called to order by Chairman Carson at 7:00 PM. Present: Carson, Hiniker, DeBates, and Wiese. Absent: Oye, Likness, and Fruechte. Also present: Willert, Moravetz, Ortman, and Peschon. Others: J. Buchholz, E. Williamson, M. Moeller, T. Dethlefs, K. Kuphal, and N. Stiles.

Board Action:

1. DeBates/Wiese/All in favor: approve agenda as presented.

Other: Discussion on personal devices policy and clarification on Sioux Valley Energy MOU questions.

Adjourn: Wiese/Hiniker/All in favor: 8:01 p.m.

/s/ Brad Carson, Chair /s/ Katie Wiese, Clerk

Approved and dated by the board July 22, 2024.

Submitted, Deb Peschon

**Personnel Report - Action Requested
July 22, 2024 Regular School Meeting**

Notice of New Contract

	<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
1.	Anne Shelton	Pre-School Teacher	24-25 School Year
2.	Matthew Quaintance	Paraprofessional	24-25 School Year
3.	Samantha Rowden	SpEd Teacher	24-25 School Year
4.	Kylie Wahl	Paraprofessional	24-25 School Year
5.	Scott Boomgaarden	Head Football	8-12-2024
6.	Shane Reinhard	Assistant Football	8-12-2024
7.	Andrew Yost	Assistant Football	8-12-2024
8.	Trevor Tiefenthaler	B-Football	8-12-2024
9.	Cole Maly	9 th Football	8-12-2024
10.	Ryan Wielenberg	Jr Hi FB	8-12-2024
11.	Mitchel Carson	Jr Hi FB	8-12-2024
12.	Michael Slaba	Jr Hi FB	8-12-2024
13.	Paul Young	Jr Hi FB	8-12-2024
14.	Mark Moeller	Head XC	8-12-2024
15.	Todd Texley	Assistant XC	8-12-2024
16.	James Skyberg	Head Girls Tennis	8-12-2024
17.	Tanya Schroyer	Assistant G Tennis	8-12-2024
18.	Skylar Mendro	Jr Hi G Tennis	8-12-2024
19.	Dave Dulas	Head Volleyball	8-12-2024
20.	Shelly Hennager	Assistant VB	8-12-2024
21.	Morgan Taubert	B – Volleyball	8-12-2024
22.	Jennifer Evans	9 th Volleyball	8-12-2024
23.	Morgyn Carson	8 th Volleyball	8-12-2024
23	Shelby Bloemendaal	7 th Volleyball	8-12-2024
24.	Mariah Swanson	Fall Cheerleading	Fall 2024
25.	Natalie Resch	Head FFA	24-25 School Year
26.	Matti Boomgaarden	Jr Hi FFA	24-25 School Year
27.	Zach Ploeger	Head Band	Fall 2024
28.	Pete Hansen	Assistant Band	Fall 2024
29.	Sean Kallevig	9 th Football	8-12-2024
30.	Emily Stukel	Summer Tech	6-18-2024
31.	Rick Zollner	CE Coordinator	8-1-2024

Rationale

1. Replace Abbey Behr
2. New position. 4th grade
3. Replace Heather Bartholomew
4. New position. Special needs in Pre-K
- 5-29. Fall Activities
30. Summer Position
31. Replace Mel Wellnitz

New Subs

1. Kyleen Ilse, nurse sub

Letter of Resignation

1. Daisy Tardagula, Paraprofessional
2. Jacey Burnett, Paraprofessional

Budget Presentation to the Board				
Expenditures as of 07/19/2024		FY2024		
General Fund			7/19/2024	Year to
Classification	Code	FY2024REVISED	Year to Date	Date %
Administrative Salaries	110	\$502,821.00	\$501,644.95	100%
Teacher Salaries	140	\$4,887,770.00	\$4,887,275.98	100%
Non-Licensed Classroom Personnel	141	\$75,566.00	\$75,146.52	99%
Licensed Instructional Support Personnel	143	\$148,636.00	\$147,962.10	100%
Non-License Instructional Support Personnel	144	\$0.00	\$0.00	#DIV/0!
Substitute Salaries	145	\$136,500.00	\$136,340.46	100%
Substitute Non-Licensed Classroom Salaries	146	\$30,000.00	\$27,894.42	93%
Language Pathologist	152	\$55,583.00	\$21,547.50	39%
School Nurse	154	\$104,650.00	\$105,098.56	100%
School Social Worker	156	\$53,750.00	\$53,523.02	100%
Certified Paraprofessional	161	\$549,839.00	\$566,946.81	103%
Certified One-to-One Paraprofessional	162	\$264,411.00	\$224,787.70	85%
School Counselor	165	\$136,175.00	\$129,310.45	95%
Non-Instructional Support	170	\$874,920.00	\$824,624.13	94%
DAPE Specialist	174	\$0.00	\$0.00	#DIV/0!
Other Salary Payment	185	\$673,381.00	\$672,724.59	100%
Severance	191	\$15,653.00	\$14,024.36	90%
Third Party Pay Expense Salaries	195	\$0.00	\$0.00	#DIV/0!
FICA	210	\$633,835.00	\$620,223.83	98%
PERA	214	\$139,275.00	\$134,170.96	96%
TRA	218	\$561,398.00	\$549,825.62	98%
Health Insurance	220	\$655,496.00	\$618,957.04	94%
Life Insurance	230	\$11,249.00	\$6,757.34	60%
Dental Insurance	235	\$1,463.00	\$1,403.16	96%
Long Term Disability	240	\$0.00	\$0.00	#DIV/0!
TSA Match	250	\$88,688.00	\$89,435.94	101%
Employer Sponsored HSA's	251	\$160,567.00	\$139,747.24	87%
Workmens Comp	270	\$45,461.00	\$44,984.26	99%
Unemployment Compensation	280	\$36,000.00	\$213.00	1%
Unemployment Summer Employees	281	\$35,000.00	\$29,646.34	85%
Other Post-Employment Benefits	291	\$45,480.00	\$45,480.00	100%
Third Party Pay Benefits	295	\$0.00	\$0.00	#DIV/0!
Total Salaries and Fringe		\$10,923,567.00	\$10,669,696.28	98%
Other Employee Benefits	299	\$0.00	\$0.00	#DIV/0!
Fed Sub Awards Under \$25,000	303	\$23,750.00	\$23,732.14	100%
Fed Sub Awards Over \$25,000	304	\$0.00	\$0.00	#DIV/0!
Consulting and Servicing Fees	305	\$229,515.00	\$229,411.52	100%
School Resource Officer	310	\$51,504.00	\$51,252.00	100%
Services Purchased from Coop	316	\$172,151.00	\$168,259.85	98%
Computer and Technology Services	319	\$0.00	\$0.00	#DIV/0!
Communications/Phone	320	\$39,502.00	\$38,455.27	97%
Postage and Express	329	\$10,225.00	\$7,593.44	74%
Utility Services	330	\$283,549.00	\$292,203.14	103%
Short Term Rentals	335	\$107,643.00	\$108,794.26	101%
Property Insurance	340	\$147,285.00	\$148,609.96	101%
Repairs and Maintenance	350	\$257,170.00	\$251,081.34	98%
Transportation	360	\$1,196,588.00	\$1,149,974.16	96%
Travel	366	\$75,244.00	\$74,532.16	99%
Entry Fees/Student Travel	369	\$41,760.00	\$34,351.87	82%
Rentals and Leases	370	\$0.00	\$0.00	#DIV/0!
Mental Health Professional Services	379	\$5,000.00	\$2,625.00	53%
Short Term Lease	380	\$0.00	\$0.00	#DIV/0!
Third Party Reimbursement Services	385	\$0.00	\$0.00	0%
To Other MN School Districts	390	\$50,315.00	\$52,039.10	103%
To Out of State Districts	392	\$33,030.00	\$28,945.45	88%
Special Ed Contracted Services	393	\$206,500.00	\$206,463.10	100%
To Non-Ed Agency	394	\$405,990.00	\$401,685.28	99%
Spec Ed Salary Purchased from Co-op	396	\$438,366.00	\$468,656.41	107%
Spec Ed Benefits Purchased from Co-op	397	\$28,478.00	\$26,983.27	95%
Charge Back	398	\$0.00	\$0.00	0%
Purchase Sped Contracted Services	399	\$87,210.00	\$97,545.00	112%
General Supplies	401	\$356,378.00	\$359,762.24	101%
Non instructional Computer Software	405	\$68,248.00	\$53,530.90	78%
Instructional Software License	406	\$110,011.00	\$109,004.65	99%
Instructional Supplies	430	\$130,483.00	\$123,433.23	95%
Individualized Materials	433	\$42,630.00	\$37,597.54	88%
Fuel for Buildings	440	\$60,173.00	\$43,382.58	72%
Noninstructional Tech Supplies	455	\$20,000.00	\$19,691.55	98%
Instructional Tech Supplies	456	\$3,000.00	\$3,199.34	107%
Textbooks/Workbooks	460	\$57,628.00	\$57,508.39	100%
Standardized Tests	461	\$4,000.00	\$2,406.40	60%
Non-Instructional Tech Devices	465	\$75,052.00	\$76,348.51	102%
Instructional Technology Devices	466	\$65,000.00	\$64,176.06	99%
Library Books	470	\$17,800.00	\$10,252.29	58%
Audio Visual Aids	480	\$0.00	\$0.00	0%
Electronic Format	485	\$0.00	\$0.00	#DIV/0!
Capital Non-Instruction Tech Software	505	\$9,500.00	\$9,500.00	100%
Site or Grounds Acquisition	510	\$61,650.00	\$61,650.00	100%
Building Acquisition and Construction	520	\$532,375.00	\$449,798.01	84%
Equipment Purchased	530	\$115,116.00	\$99,269.77	86%
Special Education Equipment	533	\$0.00	\$0.00	#DIV/0!
Eligible Pupil Transportation	548	\$0.00	\$0.00	0%
Vehicles Purchased	550	\$0.00	\$0.00	#DIV/0!
Non-Instructional Technology Hardware	555	\$17,000.00	\$13,319.06	78%
Capitalized Instructional Technology Hardware	556	\$0.00	\$0.00	#DIV/0!
Principal on Long Term Lease	570	\$15,612.00	\$11,838.78	76%
Interest Long Term Lease	571	\$2,128.00	\$1,466.22	69%
Principal on Capital Lease	580	\$80,000.00	\$80,000.00	100%
Interest on Capital Lease	581	\$12,159.00	\$12,124.00	100%
Dues and Memberships	820	\$13,420.00	\$12,273.27	91%
Taxes and Special Assessments	896	\$1,275.00	\$231.00	18%
Affordable Care Act Penalties	897	\$16,240.00	\$16,239.84	100%
Miscellaneous Other Expenses	899	\$4,000.00	\$697.10	17%
Contingency		\$0.00	\$0.00	#DIV/0!
Total		\$16,705,220.00	\$16,261,590.73	97%
The prior year to date percentage was 95%				

INDEPENDENT SCHOOL DISTRICT NO. 2689 PIPESTONE AREA SCHOOLS TREASURER'S REPORT TO SCHOOL BOARD FOR THE MONTH ENDED JUNE 30, 2024									
		CASH BALANCE				CASH BALANCE		CASH BALANCE	CASH BALANCE
FUNDS	FUND	BEGINNING		NET CASH ACTIVITY		END OF		END OF	END OF
	NUMBER	OF MONTH				MONTH	ADJUSTMENTS	MONTH FY24	MONTH FY23
GENERAL FUND	01,03,05	\$7,816,954.43		(\$596,464.48)		\$7,220,489.95		\$7,220,489.95	\$6,821,517.82
FOOD SERVICE FUND	02	\$813,501.07		\$18,803.36		\$832,304.43		\$832,304.43	\$819,180.88
COMMUNITY SERVICE FUND	04	\$558,502.52		\$14,439.25		\$572,941.77		\$572,941.77	\$660,552.73
TOTAL OPERATING FUNDS		\$9,188,958.02		(\$563,221.87)		\$8,625,736.15		\$8,625,736.15	\$8,301,251.43
BUILDING FUND	06	(\$47,834.22)		\$47,864.22		\$30.00		\$30.00	\$0.00
DEBT SERVICE FUND	07	\$1,441,792.05		\$84,907.55		\$1,526,699.60		\$1,526,699.60	\$1,109,187.50
AGENCY FUND	09	\$345.00		\$0.00		\$345.00		\$345.00	\$345.00
CERTIFICATES OF DEPOSIT		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
TOTAL		\$10,583,260.85		(\$430,450.10)		\$10,152,810.75	\$0.00	\$10,152,810.75	\$9,410,783.93
RECONCILEMENT OF TREASURE'S BALANCE WITH BANKS									
		CURRENT		BALANCE			OTHER	BALANCE PER	BALANCE PER
DESCRIPTION	ACCOUNT	RATE OF		PER BANK	OUTSTANDING	OUTSTANDING	RECONCILING	TREASURER'S	TREASURER'S
	NUMBER	INTEREST		STATEMENT	CHECKS	DEPOSITS	ITEMS	BOOKS	BOOKS
FIRST NATIONAL BANK-PAYROLL		0.05%		\$37,116.88	(\$3,313.13)	\$0.00	\$0.00	\$33,803.75	\$37,597.40
FIRST NATIONAL BANK-MM		0.45%		\$1,503,605.71	\$0.00	\$0.00	\$0.00	\$1,503,605.71	\$2,137,492.07
FIRST F&M		0.20%		\$804,166.30	(\$114,222.94)	\$0.00	\$0.00	\$689,943.36	\$124,040.60
MNTrust		5.20%		\$3,747,003.19	\$0.00	\$0.00	\$0.00	\$3,747,003.19	\$4,656,821.65
TOTAL				\$6,091,892.08	(\$117,536.07)	\$0.00	\$0.00	\$5,974,356.01	\$6,955,951.72
								Dollar	Dollar
CERTIFICATES OF DEPOSIT	CD #	Date Purchased	Maturity Da	Maturity Period	Interest Rate			Amount	Amount
MNTrust Full Flex					5.25%			\$547,952.33	
Cornerstone Bank	1348781-1	5/9/2023	11/5/2024	18 Months	5.008%			\$232,350.00	
Charles Schwab Bank	59763-1	5/11/2023	11/5/2024	18 Months	4.906%			\$243,497.10	
Patriot Bank TN	1357604-1	1/4/2024	7/7/2025	18 Months	4.834%			\$232,900.00	
Financial Federal Bank TN	1357602-1	1/4/2024	7/7/2025	18 Months	5.250%			\$231,550.00	
First Interstate Bank of of Indiana	1357603-1	1/4/2024	1/5/2026	24 Months	4.509%			\$228,850.00	
American Plus Bank	1357605-1	1/4/2024	1/5/2026	24 Months	4.940%			\$229,200.00	
Greenstate Credit Union, IA	1346323-1	2/1/2023	7/31/2024	18 Months	4.495%			\$234,150.00	
Amer Natl BK/FX Cities	58664-1	2/24/2023	8/23/2024	18 Months	4.420%			\$249,647.62	
Fist United Bank and Trust	58665-1	2/8/2023	2/10/2025	24 MOnths	4.360%			\$248,666.44	
Veritx Community Bank NA	58635-1	2/13/2023	2/13/2025	24 Months	4.355%			\$249,691.25	
MN Trust Term Series	296283-1	8/23/2023	1/27/2025	18 Months	5.130%			\$500,000.00	
MN Trust Term Series	297801-1	5/17/2024	11/18/2025	18 Months	4.197%			\$750,000.00	
Total								\$4,178,454.74	\$2,454,832.21
Grand Total								\$10,152,810.75	\$9,410,783.93
						Signed	Jacque Kennedy		

INDEPENDENT SCHOOL DISTRICT NO. 2689										
PIPESTONE AREA SCHOOLS										
MNTRUST 2023A BONDS										
FOR THE MONTH ENDED JUNE 30, 2024										
		CASH BALANCE				CASH BALANCE				CASH BALANCE
	FUND	BEGINNING				END OF				END OF
FUNDS	NUMBER	OF MONTH		NET CASH ACTIVITY		MONTH		ADJUSTMENTS		MONTH FY2024
MNTRUST 2023A BONDS	06	\$2,830,219.29		(\$35,951.92)		\$2,794,267.37				\$2,794,267.37
TOTAL		\$2,830,219.29		(\$35,951.92)		\$2,794,267.37		\$0.00		\$2,794,267.37
RECONCILEMENT OF TREASURE'S BALANCE WITH BANKS										
		CURRENT		BALANCE				OTHER		BALANCE PER
DESCRIPTION	ACCOUNT	RATE OF		PER BANK	OUTSTANDING	OUTSTANDING		RECONCILING		TREASURER'S
	NUMBER	INTEREST		STATEMENT	CHECKS	DEPOSITS		ITEMS		BOOKS
MNTRUST		5.20%		\$2,794,267.37	\$0.00	\$0.00		\$0.00		\$2,794,267.37
MNTRUST TERM SERIES		1.95%		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
SECURITY(BONDS OR TREASURY NOTES)		Various		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
CERTIFICATES OF DEPOSIT		Various		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
TOTAL				\$2,794,267.37	\$0.00	\$0.00		\$0.00		\$2,794,267.37
							Signed		Jacque Kennedy	

Detail Payment Register By Check

[illegible]

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	68755	10137		BENS AUTO GLASS		Check
				E 04	005 249 000 321 350 Repair&maint Service	\$370.17	
	PO#:	Voucher #:	97382	Invoice	Invoice No: 06/07/2024	6/17/2024	Paid Amt: \$370.17 Check Amount: \$370.17
2689	FIN	68756	5949		CDW GOVERNMENT, INC.		Check
				E 01	005 605 150 000 455 NonInstructional Tech Supplies	\$55.65	
	PO#:	Voucher #:	97383	Invoice	Invoice No: RP35329	6/18/2024	Paid Amt: \$55.65 Check Amount: \$55.65
2689	FIN	68757	00226	00226	CENTER SPORTS INC		Check
				E 01	300 296 206 000 401 General Supplies	\$813.32	
	PO#:	Voucher #:	97384	Invoice	Invoice No: AAD014531	7/1/2024	Paid Amt: \$813.32 Check Amount: \$813.32
2689	FIN	68758	10221		GREAT AMERICAN FINANCIAL SERVICES CORPORATION		Check
				E 01	005 110 000 000 335 Short Term Rentals	\$1,340.82	
	PO#:	Voucher #:	97385	Invoice	Invoice No: 36810612	7/1/2024	Paid Amt: \$1,340.82
				E 01	005 110 000 000 335 Short Term Rentals	\$5,079.00	
	PO#:	Voucher #:	97387	Invoice	Invoice No: 36810611	7/1/2024	Paid Amt: \$5,079.00 Check Amount: \$6,419.82
2689	FIN	68759	9929		SAVVAS LEARNING COMPANY, LLC		Check
				E 01	103 640 173 316 401 Handbook for Classroom Management that wo	\$167.68	
				E 01	103 640 173 316 401 Shipping	\$13.41	
	PO#: 18531	Voucher #:	97386	Invoice	Invoice No: 7028747080	7/1/2024	Paid Amt: \$181.09 Check Amount: \$181.09
2689	FIN	68760	7716		VERIZON WIRELESS		Check
				E 01	005 810 000 000 320 Communications/Phone 6/9-7/8	\$390.49	
	PO#:	Voucher #:	97388	Invoice	Invoice No: 9966165040	7/1/2024	Paid Amt: \$390.49 Check Amount: \$390.49
2689	FIN	68761	8402		LEGALSHIELD		Check
				B 01	215 037 LGL-ID	\$398.90	
				B 01	215 039 LGL-IDONLY	\$56.85	
	PO#:	Voucher #:	97401	Invoice	Invoice No: M2024120	6/20/2024	Paid Amt: \$455.75 Check Amount: \$455.75
2689	FIN	68762	01253		PAEA		Check
				B 01	215 040 Pipestone Ed. Assoc. Dues	\$6,570.49	
	PO#:	Voucher #:	97404	Invoice	Invoice No: M2024120	6/20/2024	Paid Amt: \$6,570.49 Check Amount: \$6,570.49

Pipestone Area Schools ISD #2689

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	68763	6424		PAESP		Check
				B 01	215 043	PAE Supp Prof Dues	\$1,970.22
PO#:		Voucher #:	97402	Invoice	Invoice No: M2024120	6/20/2024	Paid Amt: \$1,970.22
							Check Amount: \$1,970.22
2689	FIN	68764	7348		Madison National Life		Check
				B 01	215 032	Employer Paid	\$878.49
				B 01	215 033	Supplemental Life	\$144.41
				B 01	215 031	LTD	\$551.98
PO#:		Voucher #:	97408	Invoice	Invoice No: M2024120	6/20/2024	Paid Amt: \$1,574.88
							Check Amount: \$1,574.88
2689	FIN	68765	01252		NCPERS Group Life Ins		Check
				B 01	215 034	UNIT NUMBER: 203411	\$32.00
PO#:		Voucher #:	97409	Invoice	Invoice No: M2024120	6/20/2024	Paid Amt: \$32.00
							Check Amount: \$32.00
2689	FIN	68766	10212		METROPOLITAN LIFE INSURANCE COMPANY		Check
				B 01	215 044	Dental Insurance July Coverage	\$2,992.82
PO#:		Voucher #:	97410	Invoice	Invoice No: M2024120	6/20/2024	Paid Amt: \$2,992.82
							Check Amount: \$2,992.82
2689	FIN	68767	10138		HEALTH PARTNERS		Check
				B 01	215 030	Health Insurance July Coverage Inv # 1655297	\$80,499.47
PO#:		Voucher #:	97413	Invoice	Invoice No: M2024120	6/21/2024	Paid Amt: \$80,499.47
							Check Amount: \$80,499.47
2689	FIN	68768	8835		NEW DOMINION SCHOOL		Check
				E 01	300 211 000 000 393	Sp Ed Contr Svcs Pup	\$1,825.53
				E 01	300 408 000 740 393	Sp Ed Contr Svcs Pup	\$5,409.18
PO#:		Voucher #:	97415	Invoice	Invoice No: 12736	6/21/2024	Paid Amt: \$7,234.71
							Check Amount: \$7,234.71
2689	FIN	68769	10379		PEMBERTON LAW, PLLP		Check
				E 01	005 010 113 000 305	Consult & Serv.fees	\$8,310.00
PO#:		Voucher #:	97414	Invoice	Invoice No: 20246304-000M	6/21/2024	Paid Amt: \$8,310.00
							Check Amount: \$8,310.00
2689	FIN	68770	5168		J. W. PEPPER & SON, INC.		Check
				E 01	300 258 234 000 401	General Supplies	\$29.09
PO#:		Voucher #:	97416	Invoice	Invoice No: 366309905	6/24/2024	Paid Amt: \$29.09
							Check Amount: \$29.09
2689	FIN	68771	5249		VISA		Check
				E 01	300 296 209 000 401	General Supplies	\$929.80
				E 01	300 640 172 316 366	MS/HS Staff Development	\$30.00

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor							Pmt/Void Date		Pmt Type	
2689	FIN	68771	5249		VISA									Check	
				E	01	300	296	209	000	401	General Supplies	\$1,049.00			
				E	01	103	203	171	000	369	Entry Fees/Student Travel	\$662.37			
				E	01	300	292	208	000	369	Entry Fees/Student Travel	\$108.91			
				E	01	300	292	208	000	369	Entry Fees/Student Travel	\$108.91			
				E	01	300	292	208	000	369	Entry Fees/Student Travel	\$108.91			
				E	01	300	292	208	000	369	Entry Fees/Student Travel	\$71.03			
				E	01	300	292	208	000	369	Entry Fees/Student Travel	\$58.45			
				E	01	300	292	208	000	369	Entry Fees/Student Travel	\$106.00			
PO#:		Voucher #:	97418	Invoice		Invoice No: 0671					6/24/2024		Paid Amt:	\$3,233.38	
													Check Amount:	\$3,233.38	
2689	FIN	68772	5249		VISA									Check	
				E	01	300	292	204	000	369	Entry Fees/Student Travel	\$29.56			
				E	01	300	292	204	000	369	Entry Fees/Student Travel	\$32.10			
				E	01	300	292	204	000	369	Entry Fees/Student Travel	\$36.77			
				E	01	300	211	000	000	366	Travel	\$64.56			
				E	01	300	292	204	000	369	Entry Fees/Student Travel	\$36.49			
				E	01	300	292	204	000	369	Entry Fees/Student Travel	\$95.04			
				E	01	300	294	200	000	366	Travel	\$26.23			
				E	01	103	203	171	000	369	Entry Fees/Student Travel	\$19.38			
				E	01	300	292	208	000	366	Travel	\$10.55			
				E	01	300	292	208	000	369	Entry Fees/Student Travel	\$59.75			
				E	01	300	292	000	000	366	Travel	\$41.51			
				E	01	300	292	204	000	369	Entry Fees/Student Travel	\$37.07			
				E	01	103	203	171	000	369	Entry Fees/Student Travel	\$20.12			
				E	04	005	249	000	321	366	Travel	\$40.00			
				E	04	005	249	000	321	366	Travel	\$53.28			
				E	01	300	296	206	000	366	Travel	\$23.34			
				E	01	103	203	171	000	369	Entry Fees/Student Travel	\$22.35			
				E	01	300	640	172	316	366	MS/HS Staff Development	\$25.16			
				E	01	207	211	172	000	369	Entry Fees/Student Travel	\$20.82			
				E	01	103	203	171	000	369	Entry Fees/Student Travel	\$18.40			
				E	01	300	294	207	000	369	Entry Fees/Student Travel	\$92.66			
				E	01	300	292	204	000	369	Entry Fees/Student Travel	\$66.55			
				E	01	300	294	207	000	369	Entry Fees/Student Travel	\$81.05			
				E	01	300	294	207	000	369	Entry Fees/Student Travel	\$53.57			
PO#:		Voucher #:	97419	Invoice		Invoice No: 9871					6/24/2024		Paid Amt:	\$1,006.31	
													Check Amount:	\$1,006.31	

Pipestone Area Schools ISD #2689

Detail Payment Register By Check

7/16/2024

09:46:51

Co	Bank	Check No	Code	Rcd	Vendor					Pmt/Void Date		Pmt Type
2689	FIN	68773	5249		VISA							Check
				E 04	005 249 000 321 366	Travel					\$41.54	
	PO#:	Voucher #:	97420	Invoice	Invoice No: 9913				6/24/2024		Paid Amt:	\$41.54
											Check Amount:	\$41.54
2689	FIN	68774	00063		CITY OF PIPESTONE							Check
				E 01	005 810 183 000 330	Utilities Paulsen Field					\$251.41	
				E 01	005 810 183 000 330	Utilities					\$73.91	
				E 01	005 810 183 000 330	Utilities					\$1,420.31	
				E 01	005 810 183 000 330	Utilities					\$1,802.36	
				E 01	005 810 182 000 330	Garbage					\$1,150.00	
				E 01	005 810 182 000 330	Garbage					\$90.00	
	PO#:	Voucher #:	97422	Invoice	Invoice No: 06/26/2024				6/26/2024		Paid Amt:	\$4,787.99
											Check Amount:	\$4,787.99
2689	FIN	68775	5249		VISA							Check
				E 01	005 605 150 000 455	NonInstructional Tech Supplies					\$52.99	
				E 01	005 605 150 000 455	NonInstructional Tech Supplies					\$42.70	
				E 02	005 770 000 701 401	General Supplies					\$409.32	
				E 01	005 605 150 000 455	NonInstructional Tech Supplies					\$21.36	
				E 01	005 605 150 000 455	NonInstructional Tech Supplies					\$35.27	
				E 01	005 605 150 000 455	NonInstructional Tech Supplies					\$25.46	
				E 01	005 605 150 000 455	NonInstructional Tech Supplies					\$32.01	
				E 01	005 605 150 000 350	Repair&maint Service					\$39.00	
				E 01	005 605 150 000 455	NonInstructional Tech Supplies					\$16.02	
				E 01	005 605 150 000 455	NonInstructional Tech Supplies					\$7.99	
				E 01	005 605 150 000 455	NonInstructional Tech Supplies					\$1,999.00	
				E 01	005 605 150 000 455	NonInstructional Tech Supplies					\$1,999.00	
	PO#:	Voucher #:	97421	Invoice	Invoice No: 5512				6/26/2024		Paid Amt:	\$4,680.12
											Check Amount:	\$4,680.12
2689	FIN	68776	6108		DARI KING EXPRESS							Check
				E 01	103 203 171 000 430	Instructional Supply					\$50.00	
	PO#:	Voucher #:	97423	Invoice	Invoice No: 06/26/2024				6/26/2024		Paid Amt:	\$50.00
											Check Amount:	\$50.00
2689	FIN	68777	5249		VISA							Check
				E 04	005 580 000 325 430	Instructional Supply					\$310.50	
				E 01	103 203 171 000 369	Entry Fees/Student Travel					\$850.00	
				E 01	300 640 173 316 401	General Supplies					\$165.00	
				E 01	300 296 206 000 366	Travel					\$52.00	
				E 01	300 296 206 000 366	Travel					\$26.00	
				E 01	300 296 206 000 366	Travel					\$44.43	

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	68777	5249		VISA		Check
				E 01	300 296 206 000 366	Travel	\$70.35
				B 01	131 000	Prepaid Expenses & Deposits	\$25.00
				B 01	131 000	Prepaid Expenses & Deposits	\$325.00
				E 01	300 292 000 000 401	General Supplies	\$296.04
				E 01	300 292 204 000 369	General Supplies	\$127.58
				E 01	300 292 204 000 369	Entry Fees/Student Travel	\$151.38
				E 01	300 292 204 000 369	Entry Fees/Student Travel	\$201.84
				E 01	300 292 204 000 369	Entry Fees/Student Travel	\$151.38
				E 01	300 292 000 000 401	General Supplies	\$11.75
				E 01	300 292 000 000 401	General Supplies	\$595.85
				E 01	300 294 200 000 401	General Supplies	\$7.00
				E 01	300 292 000 000 401	General Supplies	\$14.02
				E 01	300 296 209 000 401	General Supplies	\$1,024.50
				E 01	300 292 208 000 401	General Supplies	\$26.00
				E 01	300 292 000 000 366	Travel	\$3.41
				E 01	207 211 172 000 369	Entry Fees/Student Travel	\$1,354.13
				E 01	103 203 171 000 369	Entry Fees/Student Travel	\$667.44
				E 01	103 201 171 000 430	Instructional Supply	\$36.70
				E 01	103 620 591 000 470	Library Books	\$233.19
				E 01	207 361 849 000 430	Instructional Supply	\$94.78
				E 01	300 211 172 000 430	Instructional Supply	\$42.48
				E 01	300 211 180 000 401	General Supplies	\$9.50
				E 01	300 260 172 000 430	Instructional Supply	\$48.78
				E 01	300 211 172 000 430	Instructional Supply	\$144.27
				E 01	207 361 849 000 430	Instructional Supply	\$41.22
				E 01	300 620 591 000 470	Library Books	\$199.57
				E 01	300 211 172 000 369	Entry Fees/Student Travel	\$180.00
				E 01	300 211 172 000 369	Entry Fees/Student Travel	\$200.00
				E 01	300 331 172 830 433	Individualized Mat.	\$40.84
				E 01	300 301 501 830 433	Individualized Mat.	\$72.10
				E 01	300 260 172 000 430	Instructional Supply	\$32.10
				E 01	300 331 172 830 433	Individualized Mat.	\$17.19
				E 01	300 301 501 830 430	Instructional Supply	\$239.14
				E 01	300 050 172 000 401	General Supplies	\$2.99
				E 01	207 260 173 000 406	Instructional Software License	\$12.50
				E 01	207 260 172 000 430	Instructional Supply	\$182.00
				E 01	300 256 173 000 406	Instructional Software License	\$13.50
				E 01	300 211 172 000 430	Instructional Supply	\$19.52

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	68777	5249		VISA		Check
				E 01	207 220 172 000 430	Instructional Supply	\$45.42
				E 01	207 220 172 000 430	Instructional Supply	\$6.51
				E 01	207 220 172 000 430	Instructional Supply	\$4.02
				E 01	207 220 172 000 430	Instructional Supply	\$4.58
				E 01	207 220 172 000 430	Instructional Supply	\$5.29
				E 01	207 220 172 000 430	Instructional Supply	\$8.00
				E 01	207 220 172 000 430	Instructional Supply	\$8.18
				E 01	207 220 172 000 430	Instructional Supply	\$6.73
				E 01	207 220 172 000 430	Instructional Supply	\$6.08
				E 01	207 220 172 000 430	Instructional Supply	\$7.48
				E 01	207 220 172 000 430	Instructional Supply	\$4.80
				E 01	207 220 172 000 430	Instructional Supply	\$5.11
				E 01	207 220 172 000 430	Instructional Supply	\$4.60
				E 01	207 220 172 000 430	Instructional Supply	\$11.88
				E 01	207 220 172 000 430	Instructional Supply	\$24.57
				E 01	207 220 172 000 430	Instructional Supply	\$6.25
				B 01	131 000	Prepaid Expenses & Deposits	\$1,345.00
				E 01	005 810 000 000 401	General Supplies	\$201.40
				E 01	005 640 173 316 401	General Supplies	\$103.43
				E 01	005 640 173 316 401	General Supplies	\$243.92
				E 01	005 810 000 000 401	General Supplies	\$10.68
				E 01	005 810 000 000 401	General Supplies	\$12.53
				E 01	005 810 000 000 401	General Supplies	\$53.37
				E 01	005 810 000 000 401	General Supplies	\$26.70
				E 01	005 810 000 000 401	General Supplies	\$107.95
				E 01	005 810 000 000 401	General Supplies	\$26.69
				E 01	005 810 000 000 401	General Supplies	\$23.48
				E 01	005 810 000 000 401	General Supplies	\$63.69
PO#:		Voucher #:	97424	Invoice	Invoice No: 9897	6/26/2024	Paid Amt: \$10,741.31
							Check Amount: \$10,741.31
2689	FIN	68778	10386		95 PERCENTGROUP LLC		Check
				E 01	103 203 332 000 430	Spellography Teacher Lesson Book A	\$280.00
				E 01	103 203 332 000 430	Spellography Teacher Lesson Book B	\$280.00
				E 01	103 203 332 000 430	Spellography Teacher Lesson Book C	\$350.00
				E 01	103 203 332 000 430	Spellography Student Lesson Book A	\$120.00
				E 01	103 203 332 000 430	Spellography Student Lesson Book B	\$150.00
				E 01	103 203 332 000 430	Spellography Student Lesson Book C	\$150.00

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	68778	10386		95 PERCENTGROUP LLC		Check
				E 01	103 203 332 000 430 Shipping	\$133.00	
	PO#: 18603	Voucher #:	97429	Invoice	Invoice No: 150134	7/9/2024	Paid Amt: \$1,463.00 Check Amount: \$1,463.00
2689	FIN	68779	9074		A-OX WELDING SUPPLY INC		Check
				E 01	300 301 501 830 433 Individualized Mat.	\$171.63	
	PO#:	Voucher #:	97428	Invoice	Invoice No: 0000307639	7/9/2024	Paid Amt: \$171.63 Check Amount: \$171.63
2689	FIN	68780	10400		BELLWETHER MEDIA LLC		Check
				E 01	103 620 591 000 470 900301 NFL Team Profiles	\$638.40	
				E 01	103 620 591 000 470 900290 Sports Superstars	\$478.80	
				E 01	103 620 591 000 470 900206 A Pet What?!	\$119.70	
				E 01	103 620 591 000 470 900274 Cool Cars	\$438.90	
				E 01	103 620 591 000 470 900264 Journey into Space	\$119.70	
				E 01	103 620 591 000 470 900055 Disaster Stories	\$131.70	
				E 01	103 620 591 000 470 900032 History's Greatest Warriors	\$219.45	
	PO#: 18526	Voucher #:	97442	Invoice	Invoice No: 179178	7/9/2024	Paid Amt: \$2,146.65 Check Amount: \$2,146.65
2689	FIN	68781	7882		C & B OPERATIONS LLC		Check
				E 01	005 810 000 000 401 General Supplies	\$334.39	
	PO#:	Voucher #:	97457	Invoice	Invoice No: 12797088	7/9/2024	Paid Amt: \$334.39 Check Amount: \$334.39
2689	FIN	68782	00226		CENTER SPORTS INC		Check
				E 01	300 296 206 000 401 General Supplies	\$813.32	
	PO#:	Voucher #:	97461	Invoice	Invoice No: AAD014532	7/9/2024	Paid Amt: \$813.32 Check Amount: \$813.32
2689	FIN	68783	00226	00226	CENTER SPORTS INC		Check
				E 01	300 296 206 000 401 General Supplies	\$88.00	
	PO#:	Voucher #:	97460	Invoice	Invoice No: AAD014531	7/9/2024	Paid Amt: \$88.00 Check Amount: \$88.00
2689	FIN	68784	3512		CHILDRENS CARE HOSP & SCHOOL		Check
				E 01	103 416 000 000 392 to Out-of-State Dist	\$1,404.00	
				E 01	103 416 000 740 393 Sp Ed Contr Svcs Pup	\$10,831.00	
				E 01	100 411 000 000 392 to Out-of-State Dist	\$1,404.00	
				E 01	100 411 000 740 393 Sp Ed Contr Svcs Pup	\$6,316.00	
	PO#:	Voucher #:	97446	Invoice	Invoice No: 30000944	7/9/2024	Paid Amt: \$19,955.00 Check Amount: \$19,955.00

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	68785	10053		COORDINATED BUSINESS SERVICES LTD		Check
				E 01	005 110 000 000 335 Short Term Rentals		\$2.36
	PO#:	Voucher #:	97465	Invoice	Invoice No: 392580	7/9/2024	Paid Amt: \$2.36
							Check Amount: \$2.36
2689	FIN	68786	00084		DEMCO INC		Check
				E 01	300 620 591 000 401 W12187320 Demco CircExtender2X Laminate		\$190.31
	PO#: 18521	Voucher #:	97464	Invoice	Invoice No: 7499617	7/9/2024	Paid Amt: \$190.31
							Check Amount: \$190.31
2689	FIN	68787	01468		DOUBLE D GRAVEL		Check
				E 01	005 810 000 000 350 Repair&maint Service		\$250.00
	PO#:	Voucher #:	97434	Invoice	Invoice No: 51657	7/9/2024	Paid Amt: \$250.00
							Check Amount: \$250.00
2689	FIN	68788	9564		GOPHERMODS		Check
				E 01	005 605 150 000 350 Repair&maint Service		\$3,426.00
	PO#:	Voucher #:	97466	Invoice	Invoice No: 5883	7/9/2024	Paid Amt: \$3,426.00
							Check Amount: \$3,426.00
2689	FIN	68789	9755		HANDER INC PLUMBING AND HEATING		Check
				E 01	005 810 000 000 350 Repair&maint Service		\$1,751.33
	PO#:	Voucher #:	97458	Invoice	Invoice No: 00100610000	7/9/2024	Paid Amt: \$1,751.33
							Check Amount: \$1,751.33
2689	FIN	68790	00256		HILLYARD INC/ SIOUX FALLS		Check
				E 01	005 810 000 000 401 General Supplies		\$289.12
	PO#:	Voucher #:	97459	Invoice	Invoice No: 605518814	7/9/2024	Paid Amt: \$289.12
				E 01	005 810 000 000 401 General Supplies		\$1,932.54
	PO#:	Voucher #:	97444	Invoice	Invoice No: 605518815	7/9/2024	Paid Amt: \$1,932.54
							Check Amount: \$2,221.66
2689	FIN	68791	6458		HUBERT COMPANY LLC		Check
				E 02	005 770 000 701 401 SEE ATTACHED		\$1,461.97
	PO#: 18523	Voucher #:	97431	Invoice	Invoice No: 710986	7/9/2024	Paid Amt: \$1,461.97
				E 02	005 770 000 701 401 SEE ATTACHED		\$6,087.37
	PO#: 18523	Voucher #:	97430	Invoice	Invoice No: 71184	7/9/2024	Paid Amt: \$6,087.37
							Check Amount: \$7,549.34
2689	FIN	68792	00224		LUDOLPH BUS INCORPORATED		Check
				E 03	005 760 000 720 360 Transp Cntrt W/Public Reg		\$51,539.40
	PO#:	Voucher #:	97456	Invoice	Invoice No: 2036	7/9/2024	Paid Amt: \$51,539.40
							Check Amount: \$51,539.40
2689	FIN	68793	00224		LUDOLPH BUS INCORPORATED		Check
				E 01	103 203 000 721 360 Transp Cntrt W/Public		\$119.44

Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor										Pmt/Void Date	Pmt Type	
2689	FIN	68793	00224		LUDOLPH BUS INCORPORATED											Check	
				E 01	103	203	000	721	360	Transp Cntrt W/Public				\$114.03			
				E 01	103	203	000	721	360	Transp Cntrt W/Public				\$57.50			
				E 01	103	203	000	721	360	Transp Cntrt W/Public				\$202.72			
				E 01	103	203	000	721	360	Transp Cntrt W/Public				\$40.25			
				E 01	103	203	000	721	360	Transp Cntrt W/Public				\$55.13			
				E 01	103	203	000	721	360	Transp Cntrt W/Public				\$121.27			
				E 01	103	203	000	721	360	Transp Cntrt W/Public				\$69.00			
				E 01	103	203	000	721	360	Transp Cntrt W/Public				\$90.50			
				E 01	103	203	000	721	360	Transp Cntrt W/Public				\$57.50			
				E 01	300	258	233	733	360	Transp Cntrt W/Public Band				\$110.25			
				E 01	103	203	000	721	360	Transp Cntrt W/Public				\$7,104.70			
				E 03	005	760	000	723	360	Transp Cntrt W/Public Handicap				\$453.00			
				E 03	005	760	000	723	360	Transp Cntrt W/Public Handicap				\$2,655.90			
				E 03	005	760	000	723	360	Transp Cntrt W/Public Handicap				\$6,221.20			
PO#:		Voucher #:	97455	Invoice	Invoice No: 2037				7/9/2024				Paid Amt:	\$17,472.39			
															Check Amount:	\$17,472.39	
2689	FIN	68794	5505		MARK'S GENERAL MACHINE											Check	
				E 02	005	770	000	701	350	Repair&maint Service, GREASE TRAP				\$150.00			
PO#:		Voucher #:	97439	Invoice	Invoice No: 89486				7/9/2024				Paid Amt:	\$150.00			
															Check Amount:	\$150.00	
2689	FIN	68795	6836		Midwest Alarm											Check	
				E 01	005	850	000	302	520	Build Acq/Construct PANIC BUTTONS				\$168.00			
PO#:		Voucher #:	97427	Invoice	Invoice No: 380177				7/9/2024				Paid Amt:	\$168.00			
															Check Amount:	\$168.00	
2689	FIN	68796	6836		Midwest Alarm											Check	
				E 01	005	850	000	302	520	Build Acq/Construct PANIC BUTTONS				\$10,917.34			
PO#:		Voucher #:	97426	Invoice	Invoice No: 377322				7/9/2024				Paid Amt:	\$10,917.34			
															Check Amount:	\$10,917.34	
2689	FIN	68797	7865		MUSIC STREET											Check	
				E 01	300	258	233	000	430	Instructional Supply				\$700.00			
PO#:		Voucher #:	97462	Invoice	Invoice No: 173232952				7/9/2024				Paid Amt:	\$700.00			
															Check Amount:	\$700.00	
2689	FIN	68798	10406		PERFORMANCE EXCELLENCE NETWORK											Check	
				E 01	005	640	173	316	366	Curriculum Staff Development				\$1,200.00			
PO#:		Voucher #:	97435	Invoice	Invoice No: 3401				7/9/2024				Paid Amt:	\$1,200.00			
															Check Amount:	\$1,200.00	

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	68799	01300		PIPESTONE CO. MEDICAL CENTER		Check
				E 01	103 420 000 740 394 to Non-Ed Agency, JUNE 2024	\$1,695.91	
PO#:		Voucher #:	97445	Invoice	Invoice No: PCM.SCHOOL	7/9/2024	Paid Amt: \$1,695.91
							Check Amount: \$1,695.91
2689	FIN	68800	6323		PIPESTONE CO. SHERIFF'S OFFICE		Check
				E 01	005 715 000 342 310 School Resource Officer, APRIL-JUNE 2024	\$13,125.00	
PO#:		Voucher #:	97433	Invoice	Invoice No: 07/08/2024	7/9/2024	Paid Amt: \$13,125.00
							Check Amount: \$13,125.00
2689	FIN	68801	9994		QUADIENT FINANCE USA, INC		Check
				E 01	005 020 000 000 329 Postage & Express	\$1,074.10	
PO#:		Voucher #:	97425	Invoice	Invoice No: 7900044080886389	7/9/2024	Paid Amt: \$1,074.10
							Check Amount: \$1,074.10
2689	FIN	68802	9929		SAVVAS LEARNING COMPANY, LLC		Check
				E 01	103 640 173 316 401 Handbook for Classroom Management that wo	\$20.96	
				E 01	103 640 173 316 401 Shipping	\$1.68	
PO#: 18535		Voucher #:	97467	Invoice	Invoice No: 7028742830	7/9/2024	Paid Amt: \$22.64
							Check Amount: \$22.64
2689	FIN	68803	00890	00890	STOUT & EVINK		Check
				E 02	005 770 000 701 350 Repair&maint Service, GREASE TRAP	\$7,278.30	
PO#:		Voucher #:	97432	Invoice	Invoice No: 66537	7/9/2024	Paid Amt: \$7,278.30
							Check Amount: \$7,278.30
2689	FIN	68804	3697		SW/WC SERVICE COOPERATIVE		Check
				E 01	005 605 150 000 316 Data Processing Svcs. EMAIL ARCHIVAL	\$1,836.00	
PO#:		Voucher #:	97451	Invoice	Invoice No: 75832	7/9/2024	Paid Amt: \$1,836.00
				E 01	005 605 000 000 316 Tech Services Purchased Coop. JUNE 2024	\$8,730.00	
				E 01	005 605 150 000 316 Data Processing Svcs. JUNE 2024	\$1,263.40	
PO#:		Voucher #:	97450	Invoice	Invoice No: 76114	7/9/2024	Paid Amt: \$9,993.40
				E 01	005 408 000 740 396 Special Ed Purchased From Dist	\$2,737.60	
				E 01	005 408 000 740 397 Sp Ed Benefits Purchased	\$930.78	
				E 01	005 408 000 740 366 Travel	\$1,744.11	
				E 01	103 412 000 740 396 Special Ed Purchased From Dist	\$18,334.50	
				E 01	103 412 000 740 396 Special Ed Purchased From Dist	\$16,867.50	
				E 01	005 404 000 740 396 Special Ed Purchased From Dist	\$16,735.00	
				E 01	005 404 000 740 396 Special Ed Purchased From Dist	\$670.00	
				E 01	005 420 000 740 396 Special Ed Purchased From Dist	\$17,401.25	
				E 01	005 420 000 740 366 Travel	\$1.00	
				E 01	005 420 000 740 393 Sp Ed Contr Svcs Pup	\$5,256.50	
				E 01	005 420 000 740 397 Sp Ed Contr Svcs Pup	\$1,787.21	

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	68804	3697		SW/WC SERVICE COOPERATIVE		Check
				E 01	005 740 000 000 390 to Other MN District		\$12,663.25
				E 01	005 407 000 740 366 Travel		\$1,349.78
				E 01	005 407 000 740 396 Special Ed Purchased From Dist		\$7,198.75
				E 01	005 407 000 740 397 Sp Ed Benefits Purchased		\$1,263.69
				E 01	005 400 000 000 390 to Other MN District		\$343.60
				E 01	005 401 000 740 396 Special Ed Purchased From Dist		\$19,417.25
				E 01	005 401 000 740 399 Purchase Sped Contracted Serv		\$27,512.50
				E 01	005 401 000 740 396 Special Ed Purchased From Dist		\$17,281.00
				E 01	005 405 000 740 396 Special Ed Purchased From Dist		\$980.36
				E 01	005 405 000 740 397 Sp Ed Benefits Purchased		\$333.32
				E 01	005 405 000 740 366 Travel		\$123.81
				E 01	005 405 000 740 396 Special Ed Purchased From Dist		\$5,686.11
				E 01	005 405 000 740 397 Sp Ed Benefits Purchased		\$1,933.28
				E 01	005 405 000 740 366 Travel		\$718.11
				E 01	005 420 000 740 366 Travel		\$1,980.54
PO#:	Voucher #:	97447	Invoice	Invoice No:	76315	7/9/2024	Paid Amt: \$181,250.80
			E 01	300 211 000 000 394	to Non-Ed Agency, APRIL MAY TUITION		\$57,764.40
PO#:	Voucher #:	97436	Invoice	Invoice No:	76004	7/9/2024	Paid Amt: \$57,764.40
			E 01	005 110 000 000 316	Data Processing Svcs		\$275.00
PO#:	Voucher #:	97448	Invoice	Invoice No:	76052	7/9/2024	Paid Amt: \$275.00
			E 01	005 605 000 000 316	Tech Services Purchased Coop. MAY 2024		\$8,730.00
			E 01	005 605 150 000 316	Data Processing Svcs. MAY 2024		\$1,263.40
PO#:	Voucher #:	97449	Invoice	Invoice No:	76078	7/9/2024	Paid Amt: \$9,993.40
			E 01	005 640 173 316 366	Curriculum Staff Development		\$60.00
PO#:	Voucher #:	97437	Invoice	Invoice No:	76260	7/9/2024	Paid Amt: \$60.00
			E 01	005 605 150 000 316	Data Processing Svcs		\$7,931.88
PO#:	Voucher #:	97452	Invoice	Invoice No:	75857	7/9/2024	Paid Amt: \$7,931.88
			E 01	005 605 150 000 316	Data Processing Svcs		\$1,188.00
PO#:	Voucher #:	97453	Invoice	Invoice No:	75882	7/9/2024	Paid Amt: \$1,188.00
			E 01	006 810 000 000 320	Communications/Phone, HEARTLAND COLOI		\$1,342.07
			E 01	005 810 000 000 320	Communications/Phone, NETWORK INTERNE		\$5,429.91
			E 01	005 810 000 000 320	NETWORK MEMBERSHIP		\$5,475.19
PO#:	Voucher #:	97454	Invoice	Invoice No:	75917	7/9/2024	Paid Amt: \$12,247.17
							Check Amount: \$282,540.05
2689	FIN	68805	9186		TAHER, INC.- BIN# 135092		Check
				E 04	005 580 000 325 430 Instructional Supply		\$233.45
PO#:	Voucher #:	97463	Invoice	Invoice No:	1004	7/9/2024	Paid Amt: \$233.45
							Check Amount: \$233.45

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	68806	7928		TESSMAN		Check
				E 01	005 810 000 000 401 General Supplies		\$592.60
	PO#:	Voucher #:	97443	Invoice	Invoice No: S393393	7/9/2024	Paid Amt: \$592.60
							Check Amount: \$592.60
2689	FIN	68807	6446		TRANE		Check
				E 01	300 850 013 160 520 Build Acq/Construct, NEW AIR HANDLER		\$6,943.00
	PO#:	Voucher #:	97440	Invoice	Invoice No: 314651373	7/9/2024	Paid Amt: \$6,943.00
				E 01	300 850 013 160 520 Build Acq/Construct, NEW AIR HANDLER		\$264,231.00
	PO#:	Voucher #:	97441	Invoice	Invoice No: 314542092	7/9/2024	Paid Amt: \$264,231.00
							Check Amount: \$271,174.00
2689	FIN	68808	10199		TROY RYAN HEIDEBRINK		Check
				E 01	005 810 000 000 350 Repair&maint Service, CHECK BOILERS		\$900.00
	PO#:	Voucher #:	97438	Invoice	Invoice No: 19	7/9/2024	Paid Amt: \$900.00
							Check Amount: \$900.00
2689	FIN	68809	7882		C & B OPERATIONS LLC		Check
				E 01	005 810 000 000 350 Repair&maint Service		\$647.87
	PO#:	Voucher #:	97468	Invoice	Invoice No: 12797225	7/9/2024	Paid Amt: \$647.87
							Check Amount: \$647.87
2689	FIN	68810	00256		HILLYARD INC/ SIOUX FALLS		Check
				E 01	005 810 000 000 350 Repair&maint Service		\$804.13
	PO#:	Voucher #:	97476	Invoice	Invoice No: 7005096175	7/9/2024	Paid Amt: \$804.13
				E 01	005 810 000 000 350 Repair&maint Service		\$199.24
	PO#:	Voucher #:	97478	Invoice	Invoice No: 700596165	7/9/2024	Paid Amt: \$199.24
				E 01	005 810 000 000 350 Repair&maint Service		\$192.83
	PO#:	Voucher #:	97475	Invoice	Invoice No: 700596203	7/9/2024	Paid Amt: \$192.83
				E 01	005 810 000 000 401 General Supplies		\$2,945.33
	PO#:	Voucher #:	97474	Invoice	Invoice No: 605526377	7/9/2024	Paid Amt: \$2,945.33
				E 01	005 810 000 000 350 Repair&maint Service		\$199.24
	PO#:	Voucher #:	97477	Invoice	Invoice No: 700596166	7/9/2024	Paid Amt: \$199.24
							Check Amount: \$4,340.77
2689	FIN	68811	00550		MIDLAND TIRE LLC		Check
				E 01	005 810 000 000 350 Repair&maint Service		\$152.00
	PO#:	Voucher #:	97472	Invoice	Invoice No: 104470	7/9/2024	Paid Amt: \$152.00
							Check Amount: \$152.00
2689	FIN	68812	00550	1099	MIDLAND TIRE LLC		Check
				E 01	005 810 000 000 350 Repair&maint Service		\$27.00
	PO#:	Voucher #:	97473	Invoice	Invoice No: 104691	7/9/2024	Paid Amt: \$27.00

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	68812	00550	1099	MIDLAND TIRE LLC		Check
				E 01	005 810 000 000 350 Repair&maint Service		\$27.00
PO#:	Voucher #:	97471	Invoice	Invoice No:	104083	7/9/2024	Paid Amt: \$27.00
				E 01	005 810 000 000 350 Repair&maint Service		\$580.00
PO#:	Voucher #:	97470	Invoice	Invoice No:	104455	7/9/2024	Paid Amt: \$580.00
Check Amount:							\$634.00
2689	FIN	68813	6743		TITAN MACHINERY		Check
				E 01	005 810 000 000 401 General Supplies		\$2,801.56
PO#:	Voucher #:	97469	Invoice	Invoice No:	SO0066720-1	7/9/2024	Paid Amt: \$2,801.56
Check Amount:							\$2,801.56
2689	FIN	68814	00256		HILLYARD INC/ SIOUX FALLS		Check
				E 01	005 810 000 000 350 Repair&maint Service		\$245.30
PO#:	Voucher #:	97481	Invoice	Invoice No:	700596162	7/9/2024	Paid Amt: \$245.30
				E 01	005 810 000 000 350 Repair&maint Service		\$266.88
PO#:	Voucher #:	97482	Invoice	Invoice No:	700596204	7/9/2024	Paid Amt: \$266.88
				E 01	005 810 000 000 350 Repair&maint Service		\$199.24
PO#:	Voucher #:	97483	Invoice	Invoice No:	700596202	7/9/2024	Paid Amt: \$199.24
				E 01	005 810 000 000 350 Repair&maint Service		\$199.24
PO#:	Voucher #:	97479	Invoice	Invoice No:	700596163	7/9/2024	Paid Amt: \$199.24
				E 01	005 810 000 000 350 Repair&maint Service		\$199.24
PO#:	Voucher #:	97480	Invoice	Invoice No:	700596164	7/9/2024	Paid Amt: \$199.24
Check Amount:							\$1,109.90
2689	FIN	68815	10232		AMAZON CAPITAL SERVICES		Check
				E 01	300 292 000 000 401 General Supplies		\$105.50
				E 01	103 640 173 316 401 General Supplies		\$110.94
				E 01	103 203 171 000 430 Instructional Supply		\$45.60
				E 01	103 203 171 000 401 General Supplies		\$447.17
				E 01	103 203 332 000 430 Instructional Supply-Nibble Family Grant		\$3,641.60
				E 01	103 050 171 000 401 General Supplies		\$190.10
				E 01	207 220 172 000 430 Instructional Supply		\$17.85
				E 01	005 718 000 342 401 General Supplies		\$68.97
				E 01	300 050 172 000 430 Instructional Supply		\$36.66
PO#:	Voucher #:	97489	Invoice	Invoice No:	A2FRNTLARV1XN9	7/9/2024	Paid Amt: \$4,664.39
Check Amount:							\$4,664.39
2689	FIN	68816	00975		EWERT RECREATION CENTER		Check
				E 04	005 585 000 362 394 to Non-Ed Agency, YOUTH PROGRAMS		\$7,443.00
PO#:	Voucher #:	97488	Invoice	Invoice No:	23/24	7/9/2024	Paid Amt: \$7,443.00

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	68816	00975		EWERT RECREATION CENTER		Check
				E 04	005 585 000 332 394 to Non-Ed Agency, AFTER SCHOO PROGRA	\$13,769.55	
	PO#:	Voucher #:	97487	Invoice	Invoice No: 23/24	7/9/2024	Paid Amt: \$13,769.55
							Check Amount: \$21,212.55
2689	FIN	68817	3811		MN WEST-CANBY CAMPUS		Check
				E 01	300 255 000 000 305 Carpentry Instructor MN West	\$20,000.00	
	PO#:	Voucher #:	97486	Invoice	Invoice No: 00274503	7/9/2024	Paid Amt: \$20,000.00
							Check Amount: \$20,000.00
2689	FIN	68818	5721		SCAN AIR FILTER INC		Check
				E 01	005 810 000 000 401 General Supplies	\$2,443.90	
	PO#:	Voucher #:	97484	Invoice	Invoice No: 161051	7/9/2024	Paid Amt: \$2,443.90
				E 01	005 810 000 000 401 General Supplies	\$1,046.92	
	PO#:	Voucher #:	97485	Invoice	Invoice No: 161029	7/9/2024	Paid Amt: \$1,046.92
							Check Amount: \$3,490.82
2689	FIN	68819	3892		PIPESTONE CO. AUDITOR		Check
				E 01	005 105 000 000 896 Taxes and Special Assessments	\$468.00	
	PO#:	Voucher #:	97490	Invoice	Invoice No: 18-111-0250	7/10/2024	Paid Amt: \$468.00
							Check Amount: \$468.00
2689	FIN	68820	10024		Acellus Educational Services, LLC		Check
				E 01	300 211 150 000 406 Instructional Software License	\$15,000.00	
	PO#:	Voucher #:	97491	Invoice	Invoice No: 98910	7/10/2024	Paid Amt: \$15,000.00
							Check Amount: \$15,000.00
2689	FIN	68821	9354		FRONTLINE TECHNOLOGIES GROUP LLC		Check
				E 01	005 110 000 000 305 Consult & Serv.fees, ABSENCE MANAGMENT	\$8,165.62	
	PO#:	Voucher #:	97495	Invoice	Invoice No: INVUS206337	7/10/2024	Paid Amt: \$8,165.62
							Check Amount: \$8,165.62
2689	FIN	68822	7386		MREA		Check
				E 01	005 010 000 000 820 Dues & Membership	\$2,245.00	
	PO#:	Voucher #:	97494	Invoice	Invoice No: 2425-5000-1691-01	7/10/2024	Paid Amt: \$2,245.00
							Check Amount: \$2,245.00
2689	FIN	68824	9308		RSCHOOL TODAY		Check
				E 01	300 050 172 000 405 Activities Registration Renewal and Calendar f	\$383.00	
				E 01	005 292 000 000 405 Website Portal and rest of activity Registration	\$1,149.00	
				E 01	005 292 000 000 405 DO NOT BILL UNTIL JULY 1ST AS OUR NEW	\$0.00	
	PO#: 18578	Voucher #:	97492	Invoice	Invoice No: 1582	7/10/2024	Paid Amt: \$1,532.00
							Check Amount: \$1,532.00
2689	FIN	68825	7089		SNOM Conference		Check
				E 01	300 640 000 316 366 Travel	\$199.00	

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	68825	7089		SNOM Conference		Check
				E 01	300 640 000 316 366 Travel		(\$199.00)
				E 01	300 640 173 316 366 Travel		\$199.00
PO#:		Voucher #:	97497	Invoice	Invoice No: 07/10/2024	7/10/2024	Paid Amt: \$199.00
							Check Amount: \$199.00
2689	FIN	68826	7089		SNOM Conference		Check
				E 01	100 640 171 316 366 Travel		\$199.00
				E 01	100 640 171 316 366 Travel		(\$199.00)
				E 01	103 640 173 316 366 Travel		\$199.00
PO#:		Voucher #:	97498	Invoice	Invoice No: 07/10/2024	7/10/2024	Paid Amt: \$199.00
							Check Amount: \$199.00
2689	FIN	68827	9900		SOCIALSCHOOL4EDU		Check
				E 01	005 020 000 000 505 Cap Noninstructional Tech Soft		\$9,500.00
PO#:		Voucher #:	97496	Invoice	Invoice No: 14-3307	7/10/2024	Paid Amt: \$9,500.00
							Check Amount: \$9,500.00
2689	FIN	68828	8794		BIG SOUTH CONFERENCE		Check
				E 01	300 292 000 000 401 General Supplies		\$3,000.00
				E 01	300 292 000 000 401 General Supplies		(\$3,000.00)
				E 01	300 292 000 000 820 General Supplies		\$3,000.00
PO#:		Voucher #:	97507	Invoice	Invoice No: 07/10/2024	7/10/2024	Paid Amt: \$3,000.00
							Check Amount: \$3,000.00
2689	FIN	68829	10409		FIRST DAKOTA INDEMNITY COMPANY		Check
				B 01	215 042 Workman's Comp		\$30,107.00
PO#:		Voucher #:	97501	Invoice	Invoice No: 3736137	7/10/2024	Paid Amt: \$30,107.00
							Check Amount: \$30,107.00
2689	FIN	68830	9354		FRONTLINE TECHNOLOGIES GROUP LLC		Check
				E 01	300 640 173 316 405 Non Instructional Comp Softwar		\$3,594.90
				E 01	103 640 173 316 405 Non Instructional Comp Softwar		\$3,594.90
PO#:		Voucher #:	97508	Invoice	Invoice No: 199381	7/10/2024	Paid Amt: \$7,189.80
							Check Amount: \$7,189.80
2689	FIN	68831	9676		HUDL		Check
				E 01	300 296 209 000 401 General Supplies		\$1,750.00
				E 01	300 294 203 000 401 General Supplies		\$2,750.00
				E 01	300 296 201 000 401 General Supplies		\$1,750.00
				E 01	300 294 201 000 401 General Supplies		\$1,750.00
				E 01	300 296 209 000 401 General Supplies		(\$1,750.00)
				E 01	300 296 209 000 406 General Supplies		\$1,750.00
				E 01	300 294 203 000 401 General Supplies		(\$2,750.00)

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	68831	9676		HUDL		Check
				E 01	300 294 203 000 406 General Supplies	\$2,750.00	
				E 01	300 296 201 000 401 General Supplies	(\$1,750.00)	
				E 01	300 296 201 000 406 General Supplies	\$1,750.00	
				E 01	300 294 201 000 401 General Supplies	(\$1,750.00)	
				E 01	300 294 201 000 406 General Supplies	\$1,750.00	
PO#:	Voucher #:	97500	Invoice	Invoice No:	H00079658	7/10/2024	Paid Amt: \$8,000.00 Check Amount: \$8,000.00
2689	FIN	68832	6880		ITC		Check
				E 01	006 810 000 000 320 Communications/Phone	\$39.63	
PO#:	Voucher #:	97503	Invoice	Invoice No:	11856807	7/10/2024	Paid Amt: \$39.63 Check Amount: \$39.63
2689	FIN	68833	01140		JERS ELECTRIC INC		Check
				E 01	005 810 000 000 350 Repair&maint Service	\$5,901.60	
PO#:	Voucher #:	97504	Invoice	Invoice No:	4984	7/10/2024	Paid Amt: \$5,901.60 Check Amount: \$5,901.60
2689	FIN	68834	7619		KOZLOWSKI INSURANCE AGENCY &		Check
				E 01	005 940 000 000 340 Property Insurance	\$420.00	
PO#:	Voucher #:	97505	Invoice	Invoice No:	323	7/10/2024	Paid Amt: \$420.00 Check Amount: \$420.00
2689	FIN	68835	00259		MSBA		Check
				E 01	005 010 000 000 820 Dues & Membership, BOARDBOOK	\$8,451.00	
PO#:	Voucher #:	97493	Invoice	Invoice No:	10716-V8R2L5	7/10/2024	Paid Amt: \$8,451.00 Check Amount: \$8,451.00
2689	FIN	68836	9516		REGION I INFORMATION SERVICES		Check
				E 01	005 050 000 000 405 Non Instructional Comp Softwar	\$13,880.24	
PO#:	Voucher #:	97506	Invoice	Invoice No:	14241	7/10/2024	Paid Amt: \$13,880.24 Check Amount: \$13,880.24
2689	FIN	68837	10378		SYNCED UP PRODUCTS		Check
				E 01	300 258 233 000 305 Consult & Serv.fees Band	\$3,500.00	
PO#:	Voucher #:	97499	Invoice	Invoice No:	24-3017	7/10/2024	Paid Amt: \$3,500.00
				E 01	300 258 233 000 305 Consult & Serv.fees Band	\$2,250.00	
PO#:	Voucher #:	97502	Invoice	Invoice No:	24-3016	7/10/2024	Paid Amt: \$2,250.00 Check Amount: \$5,750.00
2689	FIN	68838	6780		DENNYS NAPA OF PIPESTONE		Check
				E 01	005 810 000 000 401 General Supplies	\$54.47	
PO#:	Voucher #:	97511	Invoice	Invoice No:	221514	7/11/2024	Paid Amt: \$54.47 Check Amount: \$54.47

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	68839	8053		MN DEPT OF LABOR & INDUSTRY		Check
				E 01	005 810 000 000 350 Repair&maint Service, ELEVATOR	\$400.00	
PO#:		Voucher #:	97509	Invoice	Invoice No: ALR0163211X	7/11/2024	Paid Amt: \$400.00
				E 01	005 810 000 000 350 Repair&maint Service, BOILER	\$60.00	
PO#:		Voucher #:	97510	Invoice	Invoice No: ABR0329850X	7/11/2024	Paid Amt: \$60.00
						Check Amount:	\$460.00
2689	FIN	68840	00300	00300	PIPESTONE PUBLISHING CO INC		Check
				E 01	005 010 000 000 305 Consult & Serv.fees	\$1,338.00	
PO#:		Voucher #:	97512	Invoice	Invoice No: 07/11/2024	7/11/2024	Paid Amt: \$1,338.00
						Check Amount:	\$1,338.00
2689	FIN	68841	00300	00300	PIPESTONE PUBLISHING CO INC		Check
				E 01	300 292 000 000 401 General Supplies	\$717.49	
PO#:		Voucher #:	97513	Invoice	Invoice No: 55210	7/11/2024	Paid Amt: \$717.49
						Check Amount:	\$717.49
2689	FIN	68842	00300	00300	PIPESTONE PUBLISHING CO INC		Check
				E 01	005 010 000 000 401 General Supplies	\$100.00	
PO#:		Voucher #:	97514	Invoice	Invoice No: 55215	7/11/2024	Paid Amt: \$100.00
						Check Amount:	\$100.00
2689	FIN	68843	6458		HUBERT COMPANY LLC		Check
				E 02	005 770 000 701 401 General Supplies	\$164.68	
PO#:		Voucher #:	97515	Invoice	Invoice No: 710986	7/11/2024	Paid Amt: \$164.68
						Check Amount:	\$164.68
2689	FIN	68844	9187		AGC NETWORKS, INC		Check
				E 01	005 605 150 000 350 Repair&maint Service	\$6,700.00	
PO#:		Voucher #:	97517	Invoice	Invoice No: 9000019868	7/12/2024	Paid Amt: \$6,700.00
						Check Amount:	\$6,700.00
2689	FIN	68845	7390		BLICK ART MATERIALS		Check
				E 01	300 212 172 000 430 #C35145-2020 Stapler	\$16.37	
				E 01	300 212 172 000 430 #C00018-1069 Blick Brown Pain 8PK	\$0.56	
				E 01	300 212 172 000 430 #C03068-1006 Paint Trays	\$18.96	
				E 01	300 212 172 000 430 #C09605-1023 Bulk Watercolor Paper 625PK !	\$182.42	
				E 01	300 212 172 000 430 #C11406-2003 Construction Paper 50PK BLK	\$14.20	
				E 01	300 212 172 000 430 #C20519-1119 Colored Pencils 462 PK	\$99.78	
				E 01	300 212 172 000 430 #C20519-1029 Colored Pencils 240PK Colors	\$62.73	
				E 01	300 212 172 000 430 #C20522-2009 Watercolor Pencils 240PK	\$161.62	
				E 01	300 212 172 000 430 #C20066-1336 Crayola Oil Patels Classic PK	\$58.29	
				E 01	300 212 172 000 430 C21536-1060 Pink Erasers 12PK	\$14.78	
				E 01	300 212 172 000 430 #C81411-1175 Pencil Sharpeners 75PK	\$18.49	

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Co	Bank	Check No	Code	Rcd	Vendor						Pmt/Void Date	Pmt Type
2689	FIN	68845	7390		BLICK ART MATERIALS							Check
				E 01	300	212	172	000	430	#C00135-2028 Black Paint Gallong	\$65.92	
				E 01	300	212	172	000	430	#C00135-1028 White Paint Gallon	\$82.40	
				E 01	300	212	172	000	430	#C00135-5018 Blue Paint Gallon	\$32.96	
				E 01	300	212	172	000	430	#C00135-7018 Green Paint Gallon	\$32.96	
				E 01	300	212	172	000	430	#C00135-3018 Red Paint Gallon	\$32.96	
				E 01	300	212	172	000	430	#C00135-4018 Yellow Paint Gallon	\$32.96	
				E 01	300	212	172	000	430	#C00305-1039 Watercolor Class Pack	\$286.80	
				E 01	300	212	172	000	430	#C07015-1000 5x7 Canvas Pack	\$40.95	
				E 01	300	212	172	000	430	#C307015-1012 8x10 Canvas Pack	\$169.80	
				E 01	300	212	172	000	430	#C0701501005 11x14 Canvas Pack	\$171.51	
				E 01	300	212	172	000	430	#C57330-4114 ACCO Clips Med 1 1/4"	\$4.14	
PO#:	18583	Voucher #:	97518	Invoice	Invoice No:				3294700	7/12/2024	Paid Amt:	\$1,601.56
											Check Amount:	\$1,601.56
2689	FIN	68846	5761		CAROLINA BIOLOGICAL SUPPLY CO.							Check
				E 01	300	260	172	000	430	#158804 Wisconsin Fast Plant Standard Seed	\$15.50	
				E 01	300	260	172	000	430	#158845 Wisconsin Fast Plant Generation 1	\$21.50	
				E 01	300	260	172	000	430	#158847 Wisconsin Fast Plant Generation 2	\$21.50	
				E 01	300	260	172	000	430	Freight	\$211.47	
PO#:	18610	Voucher #:	97520	Invoice	Invoice No:				52619122 RI	7/12/2024	Paid Amt:	\$269.97
											Check Amount:	\$269.97
2689	FIN	68847	5836		CAROLINA BIOLOGICAL SUPPLY CO.							Check
				E 01	300	260	172	000	430	#228414 Carolina's Perfect Solution Pig 11" to	\$314.50	
				E 01	300	260	172	000	430	#22903 Perfect Solution Cow Eye, Plain, Pail	\$39.50	
				E 01	300	260	172	000	430	#228563 Carolina's Perfect Solution Pig Heart,	\$112.00	
				E 01	300	260	172	000	430	#228717 Carolina's Perfect Solution Sheep Br	\$202.50	
				E 01	300	260	172	000	430	#225016 Carolina's Perfect Solution Earthworr	\$76.00	
				E 01	300	260	172	000	430	#224904 Carolina's Perfect Solution Squid 12"	\$101.00	
				E 01	300	260	172	000	430	#227880 Large Owl Pellet	\$335.75	
PO#:	18610	Voucher #:	97519	Invoice	Invoice No:				52619771 RI	7/12/2024	Paid Amt:	\$1,181.25
											Check Amount:	\$1,181.25
2689	FIN	68848	10379		PEMBERTON LAW, PLLP							Check
				E 01	005	010	113	000	305	Consult & Serv.fees	\$10,869.84	
PO#:		Voucher #:	97522	Invoice	Invoice No:				2024603.003	7/12/2024	Paid Amt:	\$10,869.84
				E 01	005	010	113	000	305	Consult & Serv.fees	\$150.00	
PO#:		Voucher #:	97521	Invoice	Invoice No:				20246304.001	7/12/2024	Paid Amt:	\$150.00
											Check Amount:	\$11,019.84

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	68849	10411		VITAMINK12, LLC		Check
				E 01	005 110 000 000 405	Non Instructional Comp Softwar	\$1,200.00
	PO#:	Voucher #:	97516	Invoice	Invoice No: 2822	7/12/2024	Paid Amt: \$1,200.00
							Check Amount: \$1,200.00
2689	FIN	68850	7390		BLICK ART MATERIALS		Check
				E 01	300 212 172 000 430	#30704-4025 Amaco Clay Texture Rollers Clas	\$51.64
				E 01	300 212 172 000 430	#32922-0000 Amaco Kiln Wash in Powder For	\$55.00
				E 01	300 212 172 000 430	#32918-1112 Steel-Pointed 7-Point Bar Stilts - F	\$31.24
				E 01	300 212 172 000 430	#32918-2020 Steel-Pointed Star Stilts - Pkg of	\$14.61
				E 01	300 212 172 000 430	#32918-1011 Steel-Pointed Star Stilts - Pkg of	\$15.58
				E 01	300 212 172 000 430	#32918-1009 Steel-Pointed Star Stilts - Pkg of	\$14.18
				E 01	300 212 172 000 430	#30597-1026 Spectrum Stoneware Glaze-Whit	\$55.00
				E 01	300 212 172 000 430	#30597-5116 Spectrum Stoneware Glaze-Turq	\$11.00
				E 01	300 212 172 000 430	#30597-1736 Spectrum Stoneware Glaze-Trar	\$11.00
				E 01	300 212 172 000 430	#30597-1036 Spectrum Stoneware Glaze-Text	\$15.56
				E 01	300 212 172 000 430	#30597-2296 Spectrum Stoneware Glaze-Text	\$15.78
				E 01	300 212 172 000 430	#30597-4396 Spectrum SToneware Glaze - Te	\$33.78
				E 01	300 212 172 000 430	#30597-7176 Spectrum Stoneware Glaze - Te	\$31.56
				E 01	300 212 172 000 430	#30597-7096 Spectrum Stoneware Glaze-Text	\$11.56
				E 01	300 212 172 000 430	#30597-2076 sPECTRUM sTONEWARE Glaz	\$33.48
				E 01	300 212 172 000 430	#30597-1016 Spectrum Stone Glaze-Texture C	\$31.12
				E 01	300 212 172 000 430	#30597-8256 Spectrum Stoneware Glaze-Text	\$13.33
				E 01	300 212 172 000 430	#30597-3096 Spectrum Stoneware Glaze-Text	\$12.00
				E 01	300 212 172 000 430	#30597-5086 Spectrum SToneware Glaze-Tea	\$12.43
				E 01	300 212 172 000 430	#30597-7926 Spectrum Stoneware Glaze-Gre	\$14.83
				E 01	300 212 172 000 430	#30597-9016 Spectrum Stoneware Glaze-Gol	\$14.67
				E 01	300 212 172 000 430	#30597-3726 Spectrum Stoneware Glaze-Chri	\$14.35
				E 01	300 212 172 000 430	#30597-4076 Spectrum Stoneware Glaze-Butt	\$22.00
				E 01	300 212 172 000 430	#30597-4516 Spectrum Stoneware Glaze-Brig	\$12.43
				E 01	300 212 172 000 430	#30588-590 6 ayco Stoneware Classic Glaze-4	\$12.75
				E 01	300 212 172 000 430	#30588-6176 Mayco Stoneware Classic Glaze	\$16.45
				E 01	300 212 172 000 430	#30588-5296 Mayco Stoneware Classic Glaze	\$32.90
				E 01	300 212 172 000 430	#30588-3846 Mayco Stoneware Classic Glaze	\$14.65
				E 01	300 212 172 000 430	#30588-5916 Mayco Stoneware Classic Glaze	\$12.75
				E 01	300 212 172 000 430	#30588-6046 Mayco Stoneware Classic Glaze	\$12.49
				E 01	300 212 172 000 430	#30588-2506 Mayco Stoneware Classic Glaze	\$16.45
				E 01	300 212 172 000 430	#30588-5566 Mayco Stoneware Classic Glaze	\$14.65
				E 01	300 212 172 000 430	#30588-7036 Mayco Stoneware Classic Glaze	\$14.65
				E 01	300 212 172 000 430	#30588-6016 Mayco Stoneware Classic Glaze	\$16.45

Detail Payment Register By Check

7/16/2024

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	68850	7390		BLICK ART MATERIALS		Check
				E 01	300 212 172 000 430 #30588-8186 Mayco Stoneware Classic Glaze	\$14.65	
				E 01	300 212 172 000 430 #30588-3236 Mayco Stoneware Classic Glaze	\$14.65	
				E 01	300 212 172 000 430 #30588-3306 Mayco Stoneware Classic Glaze	\$16.45	
				E 01	300 212 172 000 430 #30588-8006 Mayco Stoneware Classic Glaze	\$25.50	
				E 01	300 212 172 000 430 #30588-5166 Mayco Stoneware Classic Glaze	\$0.00	
				E 01	300 212 172 000 430 #30588-1046 Mayco Stoneware Classic Glaze	\$0.00	
	PO#: 18586	Voucher #:	97535	Invoice	Invoice No: 3297036	7/12/2024	Paid Amt: \$783.57
							Check Amount: \$783.57
2689	FIN	68851	9606		CALCULATORS INC		Check
				E 01	300 256 172 000 430 TI-30X-IISCLASS TI 30XIIS black calculators c	\$405.00	
				E 01	300 256 172 000 430 30XIIS/BK/AM TI 30XIIS red calculators for Jor	\$67.50	
				E 01	300 256 172 000 430 TI-84PTK-Yellow TI 84 Plus Teaher Kit Calcula	\$1,125.00	
				E 01	300 256 172 000 430 shipping	\$45.00	
	PO#: 18611	Voucher #:	97523	Invoice	Invoice No: 454222	7/12/2024	Paid Amt: \$1,642.50
							Check Amount: \$1,642.50
2689	FIN	68852	5949		CDW GOVERNMENT, INC.		Check
				E 01	300 211 150 000 466 SEE ATTACHED	\$3,100.00	
	PO#: 18529	Voucher #:	97525	Invoice	Invoice No: RQ62024	7/12/2024	Paid Amt: \$3,100.00
				E 01	005 605 150 000 455 NonInstructional Tech Supplies	\$120.85	
	PO#:	Voucher #:	97526	Invoice	Invoice No: SC55607	7/12/2024	Paid Amt: \$120.85
				E 01	300 211 150 000 466 SEE ATTACHED	\$22,581.00	
	PO#: 18529	Voucher #:	97524	Invoice	Invoice No: RQ40913	7/12/2024	Paid Amt: \$22,581.00
							Check Amount: \$25,801.85
2689	FIN	68853	9499		EMS LINQ INC		Check
				E 02	005 770 000 701 401 General Supplies	\$897.36	
	PO#:	Voucher #:	97528	Invoice	Invoice No: C127948	7/12/2024	Paid Amt: \$897.36
							Check Amount: \$897.36
2689	FIN	68854	9151		ERIC ARMIN INC.		Check
				E 01	207 256 172 000 430 Item#534054 X-Y Coordinate Grid Dry-Erase E	\$107.80	
	PO#: 18580	Voucher #:	97527	Invoice	Invoice No: 1359918	7/12/2024	Paid Amt: \$107.80
							Check Amount: \$107.80
2689	FIN	68855	01097		FLINN SCIENTIFIC INC		Check
				E 01	300 260 172 000 430 #C0017 2 Kg Calcium Chloride	\$20.25	
				E 01	300 260 172 000 430 #AP2037 Wooden Matches	\$80.00	
				E 01	300 260 172 000 430 #H0002 hexane-500ml	\$13.56	
				E 01	300 260 172 000 430 #H0014 500 ml, 0.1 M hydrochloric acid	\$75.70	
				E 01	300 260 172 000 430 #S0149 500 ml, 0.1 M sodium hydroxide	\$67.20	

Pipestone Area Schools ISD #2689

Detail Payment Register By Check

7/16/2024

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	68855	01097		FLINN SCIENTIFIC INC		Check
				E 01	300 260 172 000 430	#C0246 500 ml Copper (II) Sulfate solution (1M	\$19.28
				E 01	300 260 172 000 430	#S0044 Sodium Bicarbonate	\$35.34
				E 01	300 260 172 000 430	#S0025 Silver nitrate	\$89.66
				E 01	300 260 172 000 430	#P0074 Potassium Nitrate	\$33.90
				E 01	300 260 172 000 430	#GP1030 600 ml beakers	\$72.36
				E 01	300 260 172 000 430	#AP8286 Burner Tubing	\$53.79
				E 01	300 260 172 000 430	#AP7651 Latex-free Burner Tubing	\$32.00
				E 01	300 260 172 000 430	#AP8577 pH test paper	\$96.00
				E 01	300 260 172 000 430	#AP9176 Platic Utility Pan	\$88.96
				E 01	300 260 172 000 430	#AP5429 demonstration tray	\$102.00
				E 01	300 260 172 000 430	#AP9841 POGIL role cards	\$11.11
				E 01	300 260 172 000 430	#AP1516 Beral Pipets	\$74.00
				E 01	300 260 172 000 430	#AP8480 Beral Pipets wide stem	\$74.88
				E 01	300 260 172 000 430	Freight	\$68.02
	PO#: 18564	Voucher #:	97529	Invoice	Invoice No: 3009761	7/12/2024	Paid Amt: \$1,108.01
							Check Amount: \$1,108.01
2689	FIN	68856	10323		FOLLETT SCHOOL SOLUTIONS, LLC		Check
				E 01	103 620 591 000 405	SEE ATTACHED	\$2,429.97
				E 01	300 620 591 000 405	MISC	\$2,489.67
	PO#: 18534	Voucher #:	97530	Invoice	Invoice No: 1545935	7/12/2024	Paid Amt: \$4,919.64
							Check Amount: \$4,919.64
2689	FIN	68857	9354		FRONTLINE TECHNOLOGIES GROUP LLC		Check
				E 01	005 110 000 000 305	Consult & Serv.fees	\$2,788.48
	PO#:	Voucher #:	97532	Invoice	Invoice No: 198460	7/12/2024	Paid Amt: \$2,788.48
							Check Amount: \$2,788.48
2689	FIN	68858	00143		GOPHER ATHLETIC SUPPLY CO		Check
				E 01	300 240 172 000 430	#GM71-569 duracoat dodgeball 8.25-set of 6 r	\$418.00
				E 01	300 240 172 000 430	#GM72-065 rainbow soffplay ball 8.5, set of 6	\$54.95
				E 01	300 240 172 000 430	#GM61-813 Cage ball with baldder 24"	\$59.95
				E 01	300 240 172 000 430	#GM61-777 Indoor striker soccer ball size 5-o	\$80.85
				E 01	300 240 172 000 430	#GM64-170 Prostretch tubing w/foam handles	\$69.95
				E 01	300 240 172 000 430	#GM67-027 Assesspro pushup tester-rainbow	\$429.00
				E 01	300 240 172 000 430	#GM29-423 profit classic vests-purple medium	\$35.70
				E 01	300 240 172 000 430	#GM29-421 profit classic vests-green medium	\$35.70
				E 01	300 240 172 000 430	#GM20-770 disc golf shot driver	\$23.85
				E 01	300 240 172 000 430	#GM20-771 disc golf quick shot mid-range	\$23.85
				E 01	300 240 172 000 430	#GM20-772 dic golf quick shot putter	\$23.85
				E 01	300 240 172 000 430	#GM58-729 Nitroball	\$79.90

Detail Payment Register By Check

7/16/2024

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Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
2689	FIN	68858	00143		GOPHER ATHLETIC SUPPLY CO		Check
				E 01	300 240 172 000 430 Freight		\$53.41
	PO#: 18612	Voucher #:	97536	Invoice	Invoice No: 381606	7/12/2024	Paid Amt: \$1,388.96
							Check Amount: \$1,388.96
2689	FIN	68859	01622		PEPSI-COLA BOTTLING CO.		Check
				E 01	300 211 180 000 401 General Supplies		\$32.00
	PO#:	Voucher #:	97531	Invoice	Invoice No: 1507298	7/12/2024	Paid Amt: \$32.00
							Check Amount: \$32.00
2689	FIN	68860	5721		SCAN AIR FILTER INC		Check
				E 01	005 810 000 000 401 General Supplies		\$2,061.17
	PO#:	Voucher #:	97534	Invoice	Invoice No: 161752	7/12/2024	Paid Amt: \$2,061.17
				E 01	005 810 000 000 401 General Supplies		\$1,983.25
	PO#:	Voucher #:	97533	Invoice	Invoice No: 161784	7/12/2024	Paid Amt: \$1,983.25
							Check Amount: \$4,044.42
2689	FIN	68861	7213		LIGHTSPEED TECHNOLOGIES INC		Check
				E 01	300 211 150 000 466 SEE ATTACHED		\$3,432.00
	PO#: 18528	Voucher #:	97537	Invoice	Invoice No: 157271	7/15/2024	Paid Amt: \$3,432.00
							Check Amount: \$3,432.00
							Report Total: \$1,097,887.87

Pipestone Area Schools ISD #2689
Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor					Pmt/Void Date	Pmt Type
2689	HS	52419	9932		MAHS						Check
				E 21	005 298	935 301 401	National Honor Society			\$85.00	
	PO#:	Voucher #:	97373	Invoice	Invoice No: 5808			6/17/2024			Paid Amt: \$85.00
										Check Amount:	\$85.00
2689	HS	52420	5249		VISA						Check
				E 21	005 298	957 301 401	Prom			\$2,645.15	
				E 21	005 298	928 301 401	Golf Club			\$34.47	
				E 21	005 298	922 301 401	FFA			\$71.01	
				E 21	005 298	922 301 401	FFA			\$50.96	
				E 21	005 298	922 301 401	FFA			\$231.77	
				E 21	005 298	922 301 401	FFA			\$287.73	
				E 21	005 298	922 301 401	FFA			\$9.62	
				E 21	005 298	922 301 401	FFA			\$300.00	
				E 21	005 298	922 301 401	FFA			\$119.00	
	PO#:	Voucher #:	97417	Invoice	Invoice No: 0671			6/24/2024			Paid Amt: \$3,749.71
										Check Amount:	\$3,749.71
										Report Total:	\$3,834.71



PIPESTONE AREA SCHOOLS

District No. 2689

Dr. Klint W. Willert, Superintendent
Sonja Ortman, MS/HS Principal
Jennifer Moravetz, Elementary Principal
Len Burzynski, Maintenance Director
Lisa Pease, Coordinator of Curriculum, Teaching & Learning, and Continuous Improvement

Jacque Kennedy, Business Manager
Rick Zollner, Activities Director
Josh Stukel, Technology Director
Kim Tuin, Food Service Director

School Board Report July 16, 2024

As we pass the July 4 holiday, it is a sure sign that we set our eyes to the start of the new school year. The summer has been busy and filled with a number of activities. Here are a few items of information for the board.

1. **Property damage** – We are moving forward with the replacement of the concrete and block structure that was damaged due to the porta-john fire. We have worked with our insurance company, Liberty Mutual, and we are also asking for restitution for the cost of the district deductible which is \$10,000. I am hopeful we can recover the damages that resulted from the arson.
2. **Negotiations** – The negotiations subcommittee has started the negotiations process with the Education Support Professionals group. We had our first meeting on July 15 and we have our next meeting scheduled for July 29.
3. **Strategic plan and portrait of a graduate** – We are still working to find a partner to support our strategic design work. We have been communicating with an organization called World Savvy. They partner with schools on facilitating the Portrait of a Graduate. This would be part of the grant within the district.
4. **Community education coordinator** – We are recommending Rick Zollner to serve as the Community Education Coordinator. I will still serve as the Community Education Director and Mr. Zollner will manage the scheduling and coordination of community education activities. I believe this is a good fit and will help us create a more robust community education program in the district.
5. **Roofing** – The Tremco team has been challenged to complete the comprehensive review of our roof given the weather challenges we have experienced. However, I believe their team will be on site later this week. We are hoping that Tremco can present their findings at the regular August board meeting.
6. **School board candidacy** – We are nearing the timeline to file for the school board. Filings for school board will begin on July 30, 2024 and will close on August 13, 2024. The terms that expire are Chrissy DeBates, Lance Oye, Katie Wiese, and Tyler Fruechte. Here is a link to the Secretary of State website for more information on elections: [Minnesota Secretary Of State - Candidate Filing Periods](#).
7. **Cell phone policy** – I have started to communicate the changes with the policy and expectations. I wrote an article for the paper and discussed it on the radio show this week. I am planning to continue to share this information so parents and students are aware of the changes and expectations.
8. **Air handler replaced** – We had a large crane set up at the school to replace a roof top air handler. This was a project in the works for quite some time.

"Inspire life-long learners. Build Character. Prepare them for their future."

9. **Student loss** – I want to say a big thank you to the staff members who were present and community members present on Sunday and Monday to provide support for students or families needing someone to talk to due to the passing of Davina Darveaux. I was deeply moved to see the support and teamwork as the students, staff, and community grieve this loss.
10. **Title IX training** – Rick and I will be going through some Title IX training provided by MSBA. We know this continues to be an evolving topic at the national level. We are going to do our best to be informed and provide the necessary guidance per board policy with Title IX in the district.

That is all I have at this time. As always, feel free to contact me with questions. #ProudArrows!

[illegible]

The cost of a motor coach is a little deceiving.

When Ludolph's bill they do not subtract the lay over time for the driver (like they do when they bill for yellow busses).

Also, some athletic events we are able to use a motor coach versus two yellow busses (football and g/b dh basketball).

The print out shows the actual cost of the motor coach for the destination.

The yellow bus column shows what it would have cost the school if we traveled with one or two yellow buses.

The layover column shows (approximately) what the layover time is for the driver (\$23.00 per hour / more for experienced drivers). This does not show up separately from the motor coach total so I have the column to reflect that price and then subtract it from the motor coach cost. This leads to the next column which shows the Real Cost of the motor coach compared to yellow bussing and layover time.

The Sport PD column shows what the specific sport paid to help cover the cost of using the motor coach.

The real cost of using motor coaches versus yellow busses came to \$11,737.95. Then subtract what sports teams paid (\$3832.10) and the total Real Cost to the school district is \$7916.85.

There are two trips that will not be happening in the future using motor coaches. 8/31 B football to BEA and 1/6 wrestling to NYA. This would further reduce the bottom line.



Pipestone Area School District
Secondary School Handbook
2024-2025

1401 7th Street SW
Pipestone, MN 56164

www.pas.k12.mn.us

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Introduction

Welcome to the Pipestone Area School District!

Pipestone Area School District is located in Pipestone, Minnesota, and serves the educational needs of students in the surrounding communities.

Mission and Vision

- **Mission:** To inspire and challenge all learners to reach their greatest potential.
- **Vision:** To foster an environment where students can achieve academic success, personal growth, and become responsible, productive citizens.

Academic Programs

- **Curriculum:** A comprehensive curriculum that covers core subjects such as mathematics, science, English, and social studies, along with elective courses in the arts, technology, and physical education.
- **Advanced Placement (AP):** Opportunities for high school students to take AP courses and earn college credits.
- **Special Education:** Programs tailored to meet the needs of students with disabilities.

Extracurricular Activities

- **Athletics:** A variety of sports including football, basketball, volleyball, track and field, and more.
- **Clubs and Organizations:** Includes student government, National Honor Society, drama club, and various interest-based groups.
- **Arts:** Programs in music, visual arts, and theater to encourage creativity and artistic expression.

Community Involvement

- **Parental Engagement:** Encouraging parents to participate in their children's education through volunteer opportunities and parent-teacher organizations.
- **Community Partnerships:** Collaborations with local businesses and organizations to enhance educational experiences and provide real-world learning opportunities.

Facilities

- **Modern Classrooms:** Equipped with up-to-date technology to support interactive and engaging learning.
- **Sports Facilities:** Well-maintained fields and gyms for athletic programs.
- **Libraries and Media Centers:** Resources to support student research and reading.

Support Services

- **Counseling:** Guidance counselors available to assist students with academic planning, college preparation, and personal issues.
- **Health Services:** School nurses and health programs to ensure the well-being of students.
- **Transportation:** Safe and reliable bus services for students.

PART I – INFORMATION

Arrival and Dismissal Hours

School building hours are from 8:15 a.m. to 3:15 p.m.

Calendar

The school calendar is adopted annually by the school board. A copy of the school calendar can be found on the school district's website at www.pas.k12.mn.us

Complaints

Students, parents/guardians, employees, or other persons may report concerns or complaints to the school district. Complaints may be either written or oral. People are encouraged, but not required, to file a written complaint at the building level where appropriate. The appropriate administrator will respond in writing to the complaining party regarding the school district's response to the complaint.

E-Learning Day Plan

The state of Minnesota allows up to five e-learning days per year. While e-learning certainly does not replace face-to-face instruction, Pipestone Area School District believes that it can be a valuable alternative for students when inclement weather prevents us from being in the building. Teachers communicate the plan for potential e-learning to students throughout the year. Students may have assignments located on Google Classroom, they may be asked to attend Zoom meetings, or they may be asked to watch previously recorded lectures/video. Students must "check in" in order to be counted present for e-learning.

Eighteen-Year-Old Students

The age of majority for most purposes in Minnesota is 18 years of age. All students, regardless of age, are governed by the rules for students provided in school district policy and this handbook.

Employee Directory

The staff directory can be found on the school district website at www.pas.k12.mn.us

Employment Background Checks

The school district will seek criminal history background checks for all applicants who receive an offer of employment with the school district. The school district also will seek criminal history background checks for all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether compensation is paid. These positions include, but are not limited to, all athletic coaches, extracurricular academic coaches, assistants, and advisors. The school district may elect to seek criminal history background checks for other volunteers, independent contractors, and student employees.

Equal Access to School Facilities

The school district has created a limited open forum for secondary students to conduct non-curriculum-related meetings during noninstructional time. The school district will not discriminate against or deny equal access or a fair opportunity on the basis of the religious, political, philosophical, or other content of the speech at such meetings. These limited open forum meetings will be voluntary and student initiated; will not be sponsored by school employees or agents; employees or agents of the school will

be present at religious meetings only in a non-participatory capacity; the meetings will not interfere with the orderly conduct of educational activities within the school; and non-school persons will not direct, control, or regularly attend activities of student groups. All meetings under this provision must follow the procedures established by the school district.

Fees

Materials that are part of the basic educational program are provided with state, federal, and local funds at no charge to a student. Students are expected to provide their own pencils, pens, paper, erasers, notebooks, and other personal items. Students may be required to pay certain other fees or deposits, including (not an inclusive list):

Students will be charged for textbooks, workbooks, and library books that are lost or destroyed. The school district may waive a required fee or deposit if the student and parent/guardian are unable to pay. For more information, contact the school superintendent.

Food in the Classrooms

Students may bring water bottles to school. Other food or drink items are prohibited in the classroom setting. The classroom teacher reserves the right to allow occasional snacks or treats.

Fundraising

All fundraising activities conducted by student groups and organizations and/or parent groups must be approved in advance by the Activities Director. Participation in nonapproved fundraising activities is a violation of school district policy. Solicitations of students or employees by students for non-school-related activities will not be allowed during the school day.

Gifts to Employees

Employees are not allowed to solicit, accept, or receive a gift from a student, parent, or other individual or organization of greater than nominal value. Parents/guardians and students are encouraged to write letters and notes of appreciation or to give small tokens of gratitude.

Graduation Ceremony

Student participation in the graduation ceremony is a privilege, not a right. Students who have completed the requirements for graduation are allowed to participate in graduation exercises, unless participation is denied for appropriate reasons, which may include discipline. Graduation exercises are under the control and direction of the building principal.

Interviews of Students by Outside Agencies

Students may not be interviewed during the school day by persons other than a student's parents/guardians or school district officials, employees, and/or agents, except as provided by law and/or school policy.

Library and Media Center

The library/media center is open during school hours. Students may use the library/media center during the school day and before and after school only when a supervisor is present.

Lunch

Lunch is to be eaten in designated areas only. Lunch times vary by classroom. Students will be notified of their assigned lunch time on the first day of school.

Students may receive a lunch at school or bring a prepared lunch from home. Milk will be available to supplement lunches brought from home. Please see the school website under "Food Nutrition Service" for more specific information.

Messages to Students

Office telephones are not for students' personal use. Students will not be called out of class to receive phone messages except in the event of an emergency. Personal cell phone use during the instructional day is prohibited

Nondiscrimination

The school district is committed to inclusive education and providing an equal educational opportunity for all students. The school district does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity and expression, or age in its programs and activities. The school board has designated **Dr. Klint W. Willert, Superintendent, 1401 7th St SW, Pipestone, MN 56164, 507-562-6068** as the district's human rights officer to handle inquiries regarding nondiscrimination.

Notice of Violent Behavior by Students

The school district will give notice to teachers and other appropriate school district staff before students with a history of violent behavior are placed in their classrooms. Prior to giving this notice, district officials will inform the student's parent or guardian that the notice will be given. The student's parents/guardians have the right to review and challenge their child's records, including the data documenting the history of violent behavior.

Parent and Teacher Conferences

Parent and teacher conferences will be held November 14 and November 19 from 4-8 pm. For more information, contact the building principal.

Pledge of Allegiance [*]

Students will recite the Pledge of Allegiance to the flag of the United States of America every day. Any person who does not wish to participate in reciting the Pledge of Allegiance for any personal reason may elect not to do so. Students must respect another person's right to make that choice. Students will also receive instruction in the proper etiquette toward, correct display of, and respect for the flag.

Schedule

Period	Time
1	8:15-9:08
2	9:11-10:04
3	10:07-11:00
4 for HS	11:03-11:56
MS to lunch	<i>Middle school lunch</i> <i>11:03-11:33</i>
4 for MS	11:36-12:29
HS to lunch	<i>High School lunch</i> <i>11:59-12:29</i>
5	12:32-1:25
6	1:28-2:20
7	2:23-3:15

School Activities

The school district provides opportunities for students to pursue special interests that contribute to their physical, mental, and emotional health. Formal instruction is the school district's priority.

Students who participate in school-sponsored activities are expected to represent responsibly the school and community. All rules pertaining to student conduct and student discipline apply to school activities.

All spectators at school-sponsored activities are expected to behave appropriately. Students and employees may be subject to discipline. Parents/guardians and other spectators may be subject to sanctions for inappropriate, illegal, or unsportsmanlike behavior at these activities or events.

The Pipestone Area School District is a member of the Minnesota State High School League (MSHSL). Students who participate in MSHSL activities must abide by the MSHSL rules. The district will enforce all MSHSL rules during the school year and in the summer as applicable.

Employees who conduct MSHSL activities will cover applicable rules, penalties, and opportunities with students and parents/guardians prior to the start of an activity. For more information about the MSHSL rules and student eligibility requirements, contact Mr. Rick Zollner, Activities Director.

School Closing Procedures

School may be cancelled when the superintendent believes severe weather or other circumstances threaten the safety of students and employees. The superintendent will decide as early in the day as possible about closing school or school buildings. School closing announcements will be broadcast over KLOH, KISD, and KJOE Radio; the school website and Facebook page; school messenger, schoolapp, and Keloland TV.

Searches

In the interest of student safety and to ensure that schools are drug free, district authorities may conduct searches. Students violate school policy when they carry contraband on their person or in their personal possessions or store contraband in desks, lockers, or vehicles parked on school property. "Contraband" means any unauthorized item, the possession of which is prohibited by school district policy and/or law. If a search yields contraband, school officials will seize the item(s) and, when appropriate, give the item(s) to legal officials for ultimate disposition. Students found to be in violation of this policy are subject to discipline in accordance with the school district's "Student Discipline" policy, which may include suspension, exclusion, expulsion, and, when appropriate, the student may be referred to legal officials.

Lockers and Personal Possessions Within a Locker

Under Minnesota law, school lockers are school district property. At no time does the school district relinquish its exclusive control of lockers provided for students' convenience. School officials may inspect the interior of lockers for any reason at any time, without notice, without student consent, and without a search warrant.

Students' personal possessions within a school locker may be searched only when school officials have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student's personal possessions, the school officials will provide notice of the search to students whose lockers were searched, unless disclosure would impede an ongoing investigation by police or school officials.

Desks

School desks are school district property. At no time does the school district relinquish its exclusive control of desks provided for students' convenience. School officials may inspect the interior of desks for any reason at any time, without notice, without student consent, and without a search warrant.

Personal Possessions and Student's Person

The personal possessions of a student and/or a student's person may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law or school rules. The search will be reasonable in its scope and intrusiveness.

Patrols and Inspections of Vehicles on Campus

School officials may conduct routine patrols of student parking lots and other school district locations and routine inspections of the exteriors of the motor vehicles of students. Such patrols and inspections may be conducted without notice, without student consent, and without a search warrant.

Search of the Interior of a Student's Motor Vehicle

The interior of a student's motor vehicle, including the glove and trunk compartments, in a school district location may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school policy or rule. The search will be reasonable in its scope and intrusiveness. Such searches may be conducted without notice, without consent, and without a search warrant. A student will be subject to loss of parking privileges and to discipline if the student refuses to open a locked motor vehicle or its compartments under the student's control upon a school official's request.

Student Publications and Materials

The school district's policy is to protect students' free speech rights while, at the same time, preserving the district's obligation to provide a learning environment that is free of disruption. All school publications are under the supervision of the building principal and/or sponsor. Non-school-sponsored publications may not be distributed without prior approval.

Distribution of Non-School-Sponsored Materials on School Premises

The school district recognizes that students and employees have the right to express themselves on school property. This protection includes distributing non-school-sponsored material, subject to school district regulations and procedures, at a reasonable time and place and in a reasonable manner. For detailed information, see the complete "Distribution of Non-School-Sponsored Materials on School Premises by Students and Employees" policy (*Appendix 2*).

School-Sponsored Media Student Publications (August Policy Meeting)

The school district may exercise editorial control over the style and content of student expression in school-sponsored media as defined in Policy 512 publications and activities. Student media advisers ~~Faculty advisers~~ shall supervise student writers to ensure compliance with the law and school district policies. Students producing school-sponsored media ~~official school publications~~ and participating in school activities will be under the supervision of a student media ~~faculty~~ adviser and the school principal. ~~"School-sponsored media" means school newspapers, yearbooks, or material produced in communications, journalism, or other writing classes as part of the curriculum.~~ Expression in school-sponsored media ~~an official school publication~~ 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. expresses or advocates sexual, racial, or religious harassment or violence or prejudice;
or
10. is distributed or displayed in violation of time, place, and manner regulations.

- ~~• Is obscene to minors;~~
- ~~• Is libelous or slanderous;~~
- ~~• Advertises or promotes any product or service not permitted for minors by law;~~
- ~~• Encourages students to commit illegal acts or violate school regulations or substantially disrupts the orderly operation of school or school activities;~~
- ~~• Expresses or advocates sexual, racial, or religious harassment or violence or prejudice;~~
- ~~• Is distributed or displayed in violation of time, place, and manner regulations.~~

Expression in ~~an official school publications~~school-sponsored media or school-sponsored activity is subject to school district editorial control over the style and content when the school district's actions are reasonably related to legitimate pedagogical concerns. School-sponsored media~~Official school publications~~ may be distributed at reasonable times and locations.

Student Records

Student records are classified as public, private, or confidential. State and federal laws protect student records from unauthorized inspection or use and provide parents/guardians and eligible students with certain rights. For the purposes of student records, an "eligible" student is one who is 18 or older or who is enrolled in an institution of post-secondary education. For more information on the rights of parents/guardians and eligible students regarding student records, see "Student Records" (*Appendix 3*). A complete copy of the school district's "Protection and Privacy of Pupil Records" policy may be obtained at [insert school district location where policy is available here]. This will be updated once policy 515 is approved at July meeting.

Student Surveys [*]

Occasionally, the school district utilizes surveys to obtain student opinions and information about students. For complete information on the rights of parents/guardians and eligible students about conducting surveys, collection, and use of information for marketing purposes, and certain physical examinations, see "Student Surveys" (*Appendix 4*).). A complete copy of the school district's "Student Surveys" policy may be obtained at [insert school district location where policy is available here].

Transportation of Public-School Students

The school district will provide transportation, at the expense of the school district, for all resident students who live two miles or more from the school. Transportation will be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break, except in certain circumstances. The school district will not provide transportation for students whose transportation privileges have been revoked by school administration or have been voluntarily surrendered by the students' parent or guardian.

Extracurricular Transportation

The school district may provide transportation for students to and from extracurricular activities. To the extent the school district provides extracurricular transportation, the district may charge a fee for transportation of students to and from extracurricular activities and optional field trips at locations other than school.

Video and Audio Recording

School Buses

All school buses used by the school district may be equipped for the placement and operation of a video camera. The school district will post a notice in a conspicuous location informing students that their conversations or actions may be recorded. The school district may use a video recording of the actions of student passengers as evidence in any disciplinary action arising from the students' misconduct on the bus.

Places Other Than Buses

The school district buildings and grounds are equipped with video cameras. Video surveillance may occur in any school district building or on any school district property.

PART II — ACADEMICS

Alternative Educational Opportunities

Some students may be at risk of not continuing or completing their educational programs. The school district provides alternative learning options for students at risk of not succeeding in school. Alternative educational opportunities may include special tutoring, modified curriculum and instruction, instruction through electronic media, special education services, homebound instruction, and enrollment in an alternative learning center, among others. Students and parents/guardians with questions about these programs should contact the principal, Mrs. Sonja Ortman.

Cheating and Plagiarism

Cheating and plagiarism are prohibited. Students who cheat or commit plagiarism on any test or assignment will be given a failing grade for that test or assignment and will be disciplined in accordance with the school district's "Student Discipline" policy (*Appendix 5*).

Class Rank/Academic Standing

Pipestone Area Schools identifies a Valedictorian and Salutatorian for graduation. In addition, the "laude latin model" will be used to recognize academic excellence.

Summa Cum Laude- 4.0 GPA

Magna Cum Laude- 3.75-3.99 GPA

Cum Laude- 3.5-3.74 GPA

Early Graduation

Students may be considered for early graduation after meeting the conditions provided in school district policy.

Extended School Year Opportunities

The school district provides extended school year opportunities to a student who is the subject of an Individualized Education Program (IEP) if the student's IEP team determines the services are necessary during a break in instruction in order to provide a free and appropriate public education. For more information on extended school year opportunities for students with an IEP, contact your child's case manager.

Field Trips

Field trips may be offered to supplement student learning in which students voluntarily participate and, if so, students who participate may be charged. Students will not be required to pay for instructional trips that take place during the school day, relate directly to a course of study, and require student participation.

Grades

Students' grades will be reported consistently during the year. Parents and students may access current grades and missing assignments on StudentVue or ParentVue portals. Report cards are not printed, as they are fully available online.

Graduation Requirements

Students must meet all course credit requirements and graduation standards, as established by the state and the school board, in order to graduate from Pipestone Area School District. All students must also pass the state-identified proficiency tests, Minnesota comprehensive assessments, alternate assessments, and/or other applicable tests. Parents may opt out of the statewide assessments for their student(s) by completing the form in *Appendix 12* and returning it to the school district office.

Course Credits Required

To receive a diploma, students must successfully complete at least 21.5 credits and comply with the following high school level course requirements:

High School Level Courses Required for Graduation		
Subject Area	Credits	Explanation
Language Arts	4	Must be sufficient to satisfy all academic standards in the English language arts.
Mathematics	3	<u>Must be sufficient to satisfy all of the academic standards in mathematics</u>
Science	3	<u>Must include one credit to satisfy all the earth and space science standards for grades 9 through 12, one credit to satisfy all the life science standards for grades 9 through 12, and one credit to satisfy all the chemistry or physics standards for grades 9 through 12</u>
Social Studies	3½	<u>Must encompass at least United States history, geography, government and citizenship in either grade 11 or 12 for students beginning in grade 9 in the 2025-2026 school year and later or an advanced placement, international baccalaureate, or other rigorous course on government and citizenship under Minnesota Statutes, section 120B.21, subdivision 1a, and a combination of other credits encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies</u>
Arts	1	<u>Must be sufficient to satisfy all of the academic standards in the arts</u>
<u>Physical Education</u>	<u>"Credit"</u>	<u>Must be sufficient to satisfy the state standards in physical education</u>
Elective Courses	7 <u>(minimum)</u>	

Students who begin grade 9 in the 2024-2025 school year and later must successfully

complete a course for credit in personal finance in grade 10, 11, or 12.

Minnesota Academic Standards

All students must satisfactorily complete the following required Minnesota Graduation Standards:

Minnesota Academic Standards, English Language Arts K-12
Minnesota Academic Standards, Mathematics K-12
Minnesota Academic Standards, Science K-12
Minnesota Academic Standards, Social Studies K-12
Minnesota Academic Standards, Physical Education K-12
Minnesota Academic Standards or Local Standards, Arts K-12

School District Required and Elective Standards

All students must satisfactorily complete the following school district required and elective standards:

- Health (K-12);
- School District Standards, Career and Technical Education (K-12); and
- School District Standards, World Languages (K-12).

Students with an individualized education program, Section 504 accommodation plan, or limited English proficiency needs may be eligible for testing accommodations, modifications, and/or exemption. For additional information, see the High School Principal.

Homework

Homework assignments are made by the teachers. The amount of homework varies by teacher and subject area. The school district asks parents/guardians to encourage their child(ren) to complete homework thoroughly and promptly.

Promotion and Retention

All students are expected to achieve an acceptable level of proficiency. Students who achieve at an acceptable level will be promoted to the next grade level at the completion of the school year. Retention of a student may be considered when professional staff and parents/guardians feel that it is in the best interest of the student. The superintendent's decision will be final. The district has a variety of services to help students succeed in school. For more information, contact the High School Principal.

Postsecondary Enrollment Options

Ninth, tenth, eleventh, and twelfth grade students may apply to enroll in Postsecondary Enrollment Options (PSEO) and other advanced enrichment programs. General-Up-to-date information about the PSEO program will be published on the district's website and in materials that are distributed to parents and students provided to all eighth, ninth, tenth, and eleventh grade students by the earlier of (1) three weeks prior to the date by which a student must register for district courses for the following school year, or (2) March 1 of each year.

Qualifying credits granted to a student through a PSEO course or program that meets or exceeds a graduation standard or requirement will be counted toward the graduation and credit requirements of the state academic standards. Interested students must fill out an application form and submit it to the Mrs. Ellen Dulas, High School Counselor, by October 30 or May 30 to indicate the pupil's intent to enroll in postsecondary courses during the following academic term. A pupil is bound by notifying or not notifying the district by October 30 or May 30. The application form must be signed by the student and his/her parent or guardian. Students wishing to take a PSEO course should contact Mrs. Ellen Dulas.

Summer School

The school district may provide summer school learning opportunities. Students who did not pass one or two semesters of a core content class are eligible for attendance at summer school. Parents are encouraged to support their students in attending summer school to recover academic credit. Contact Mrs. Ortman, Principal, for more information.

Parent Right to Know [*]

If a parent requests it, the school district will provide information regarding the professional qualifications of his/her child's classroom teachers, including, at a minimum, the following:

1. whether the teacher has met state qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
2. whether the teacher is teaching under emergency or other provisional licensing status through which state qualification or licensing criteria have been waived;
3. the baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree;
4. whether the student is provided services by paraprofessionals and, if so, their qualifications.

In addition, the school district will provide parents with information as to the level of achievement of their child in each of the state academic assessments. The school district will provide notice to parents if their child has been assigned to, or taught for four or more consecutive weeks by, a teacher who is not highly qualified.

PART III — RULES AND DISCIPLINE

Attendance

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. For detailed information, see the "Student Attendance" policy (*Appendix 6*).

Bullying Prohibition [*]

The school district is committed to providing a safe and respectful learning environment for all students. Acts of bullying, in any form, by either an individual student or a group of students, are prohibited on school district property, at school-related functions or activities, on school transportation, and by misuse of technology. For detailed information, see the school district's "Bullying Prohibition" policy (*Appendix 7*).

Buses – Conduct on School Buses and Consequences for Misbehavior

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. The school district will not provide transportation for students whose transportation privileges have been revoked.

The school district is committed to transporting students in a safe and orderly manner. To accomplish this, student riders are expected to follow school district rules for waiting at a school bus stop and for riding on a school bus.

While waiting for the bus or after being dropped off at a school bus stop, all students must comply with the following rules:

- Get to the bus stop five minutes before your scheduled pick up time. The school bus driver will not wait for late students.
- Respect the property of others while waiting at the bus stop.
- Keep your arms, legs, and belongings to yourself.
- Use appropriate language.
- Stay away from the street, road, or highway when waiting for the bus.
- Wait until the bus stops before approaching the bus.
- After getting off the bus, move away from the bus.
- 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.
- No fighting, harassment, intimidation, or horseplay.
- No use of alcohol, tobacco, or drugs.

While riding a school bus, all riders must comply with the following rules:

- Follow the driver's directions at all times.
- Remain seated facing forward while the bus is in motion.
- Talk quietly and use appropriate language.
- Keep all parts of your body inside the bus.
- Keep arms, legs, and belongings to yourself and out of the aisle.
- No fighting, harassment, intimidation, or horseplay.
- Do not throw any object.
- No eating, drinking, or use of alcohol, tobacco, or drugs.

- Do not bring any weapons or dangerous objects on the school bus.
- Do not damage the school bus.

Consequences for school bus/bus stop misconduct will be imposed by the school district under administrative discipline procedures. 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.

Cell Phones and Other Electronic Communication Devices

In this section, **"cell phone" refers to a smart phone, smart watch, and/or wireless earbuds/headphones, and other personal connected technology devices.**

The school board recognizes the challenges created with personal cell phones, smart watches, and wireless ear buds/headphones during the academic portion of the school day. These devices can be distracting and can contribute to cyber bullying as well as disruption to academic time in the school day.

During the academic portions of the school day cell phones, smart watches, wireless ear buds/headphones, and other personal connected technology devices shall be stored in a secure location. Exceptions include a device prescribed by an IEP or 504, or medically directed by a physician.

As directed by administration, students will either store their "cell phones" in an administratively designated secure location in the classroom upon entering, or keep "cell phones" in their lockers.

"Cell phones" are not to be accessed during the academic portions of the school day. These rules are designed to enhance the educational experience in the classroom and to minimize distraction and the impact of cell phone and personal device use on student behavior, mental health, and academic achievement.

Cell phone policy for high school:

1. Cell phones will be allowed before school, during lunch, and after school. Students are not allowed to use these devices during the time that class is in session. It is the expectation of the school that students place their cell phones on silent in a designated location within the classroom that has been determined by the classroom teacher. High school students should not have phones out when the bell rings to start class and until after the bell rings to release students to their next class.
2. If a teacher determines that a student has violated this policy, the teacher will collect the device and bring it to the office. The use of such devices in school is a privilege and not a guaranteed student right. The school will not be held accountable for the security of electronic equipment brought to school.

Cell phone policy for middle school:

1. Electronic devices are permitted before and after school. During the day they are to be turned off and in the student's locker. Consequences may include loss of device for the school day, detention, or parental notification and collections.
2. If a teacher determines that a student has violated this policy, the teacher will collect the device and bring it to the office. The use of such devices in school is a privilege and not a guaranteed student right. The school will not be held accountable for the security of electronic equipment brought to school.

Middle School/High School Consequences for Violating Cell Phone Policy:

- 1st offense: verbal warning/documentated/confiscation of phone until the end of the day (in the office)

- 2nd offense: Automatic 30-minute detention/confiscation of phone until the end of the day (parent contact)
- 3rd offense: Automatic 60-minute detention/confiscation of phone until the end of the day (parent contact)
- 4th offense: Automatic 90-minute detention. Cell phone plan created with parent/guardian and school administration. Phone will be held by administration during days or not allowed on site.

Discipline

Misbehavior by one student can disrupt the learning process for many other students. In addition, students must learn to practice good safety habits, value academic honesty, respect the rights of others, and obey the law. For detailed information on the Student Code of Conduct and consequences for violations, see the "Student Discipline" policy (*Appendix 5*).

Dress and Appearance

Pipestone Area School students are expected to come to school dressed in clean and appropriate clothing to conform to educational standards.

Neat and Clean Attire: Clothing should be clean, in good condition, and appropriately sized.

Coverage: Students should wear clothing that adequately covers the body. This generally means no overly revealing clothing.

Prohibited Items:

- Clothing with offensive, inappropriate, or discriminatory language or imagery.
- Apparel promoting drugs, alcohol, tobacco, or illegal activities.
- Gang-related attire.
- Head coverings inside the building, unless for religious or medical reasons.

Students who violate the dress code policy will be spoken to by the principal or dean of students. Students will be given an opportunity to change into something more appropriate.

We will review and update the dress policy in August.

Drug-Free School and Workplace

The possession and use of alcohol, controlled substances, and toxic substances are prohibited at school or in any other school location before, during, or after school hours. Paraphernalia associated with controlled substances also is prohibited. The school district will discipline or take appropriate action against anyone who violates this policy.

District policy is not violated when a person brings a controlled substance that has a currently accepted medical treatment use onto a school location for personal use if the person has a physician's prescription for the substance except marijuana is not allowed on school property even if prescribed. Students who have prescriptions must comply with the school district's "Student Medication and Telehealth" policy. The school district will provide an instructional program in every elementary and secondary school on chemical abuse and the prevention of chemical dependency. **We will review and update the Student Medication and Telehealth policy in August.**

Harassment and Violence Prohibition

The school district strives to maintain a learning and working environment free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, gender identity, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. The school district prohibits any form of harassment or violence on the basis of race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. Detailed information on the school district's "Harassment and Violence Prohibition" policy is included in this handbook (*Appendix 8*).

Hazing Prohibition [*]

Hazing is prohibited. No student will plan, direct, encourage, aid, or engage in hazing. Students who violate this rule will be subject to disciplinary action pursuant to the school district's "Student Discipline" policy. Please see the school district's "Hazing Prohibition" policy (*Appendix 9*).

Internet Acceptable Use

All school district students have conditional access to the school district's computer system, including Internet access, for limited educational purposes, including use of the system for classroom activities, educational research, and professional and career development. Use of the school district's system is a privilege, not a right. Unacceptable use of the school district's computer system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including, but not limited to, suspension, expulsion, or exclusion; or civil or criminal liability under other applicable laws.

A copy of the school district's "Internet, Technology, and Cell Phone Acceptable Use" policy is available at **[insert location where the policy may be obtained]**. Will updated once approved at July meeting.

Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:

1. identify each curriculum, testing, or assessment technology provider with access to educational data;
2. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and
3. include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.

The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.

Students will receive a copy of the school district's "Internet, Technology, and Cell Phone Acceptable Use" policy and are expected to understand and agree to abide by the policy as a condition of use of the school district's computer system. All students who wish to use the school district's computer system must sign the Internet Use Agreement form yearly.

[NOTE: MSBA updated policy 524 in June 2024, which includes a new title for this policy.]

Parking on School District Property

Students

The school district allows limited use and parking of motor vehicles by students in school district locations subject to the following rules:

- Parking a motor vehicle on school property during the school day is a privilege;
- Students are permitted to use motor vehicles on the high school campus(es) only before and after the school day. Exceptions include senior students with privileges and parent verification/authorization.
- Unauthorized vehicles parked on school district property may be towed at the expense of the owner or operator.

The school district may conduct routine patrols of school district properties and inspections of the exteriors of the motor vehicles of students. Interiors of students' vehicles in school district locations may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school policy or rule. If a search yields contraband, school officials may seize the item and may turn it over to legal authorities when appropriate. A student who violates this policy may be subject to withdrawal of parking privileges and/or discipline according to the school district's "Student Discipline" policy (*Appendix 5*).

Visitors

Visitors are permitted to park in designated school district visitor parking areas. Unattended vehicles left in other locations on school district property may be towed at the owner's expense.

Tobacco-Free Schools; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction

School district students and staff have the right to learn and work in an environment that is tobacco free. School policy is violated by any individual's use of tobacco, tobacco-related devices, or carrying or using activated electronic delivery devices in a public school, on school grounds, in any school-owned vehicles, or at any school events or activities. Students may not possess any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school, on school grounds, in any school-owned vehicles, or at any school events or activities. Any student who violates this policy is subject to school district discipline. For detailed information on the school district's "Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction" policy, see *Appendix 10*. Contact the building principal if you have questions or wish to report violations.

Vandalism

Vandalism of any district property is prohibited. Violators will be disciplined and may be reported to law enforcement officials.

Weapons Prohibition

No person will possess, use, or distribute a weapon when in a school location except as provided in school district policy. A "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; airguns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; numchucks; throwing stars; explosives; fireworks; mace and other propellants; stunguns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon. A weapon also includes look-alike weapons. Appropriate discipline and action will be taken against any person who violates this policy. The school district does not allow the possession, use, or distribution of weapons by students. Discipline of students will include, at a minimum: immediate out-of-school suspension; confiscation of the weapon; immediate notification of police; parent or guardian notification; and recommendation to the superintendent of dismissal for a period of time not to exceed one year. The building principal shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully. A student who brings a firearm to school will be expelled for at least one year, subject to school district discretion on a case-by-case basis. For a copy of the "School Weapons" policy, contact Dr. Klint W. Willert, Superintendent.

PART IV — HEALTH AND SAFETY

Accidents

All student injuries that occur at school, at school-sponsored activities, or on school transportation should be reported to the middle school/high school main office. Parents/guardians of an injured student will be notified as soon as possible. If the student requires immediate medical attention, the principal or other district leader will call 911 or seek emergency medical treatment and then contact the parent(s).

Crisis Management

The school district has developed a "Crisis Management" policy. Each school building has its own building-specific crisis management plan. Students and parents will be provided with information as to district- and school-specific plans.

The "Crisis Management" policy addresses a range of potential crisis situations in the school district. The school district has developed general crisis procedures for securing buildings, classroom evacuation, campus evacuation, sheltering, and communication procedures. The school district will conduct lock-down drills, fire drills, and a tornado drill. Building plans include classroom and building evacuation procedures.

Emergency Contact Information

When parents register their children at Pipestone Area School, they are asked to fill out information which includes identifying an emergency contact. At Open House every year, families have an opportunity to update this information.

Health Information

First Aid

The nurse's office in each building is equipped to handle minor injuries requiring first aid. If the nurse's office is not open, assistance can be sought from the building's administrative office. If a student experiences a more serious medical emergency at school, 911 will be called and/or a parent/guardian will be contacted depending on the situation.

The district has installed automated external defibrillators (AEDs) in the following areas:

- Outside auditorium doors, across from district office
- Outside the gymnasium by the water fountain across from the wrestling room
- 2nd Floor, top of stairs, above library
- 6 AEDs in athletic department, rotated locations during seasons

Tampering with any AED is prohibited and may result in discipline.

Communicable Diseases

To protect other students from contagious illnesses, students infected with certain diseases are not allowed to come to school while contagious. If a parent or guardian suspects that his/her child has a communicable or contagious disease, the parent or guardian should contact the school nurse or principal so that other students who might have been exposed to the disease can be alerted.

Students with certain communicable diseases will not be excluded from attending school in their usual daily attendance settings as long as their health permits and their attendance does not create a significant risk of transmitting the illness to other students or school district employees. The school district will determine on a case-by-case basis whether a contagious student's attendance creates a significant risk of transmitting the illness to others.

Health Service

The student health office is staffed by a trained registered nurse.

Students who become sick at school should ask their teacher for a pass to see the nurse. The school nurse and the attendance secretary will arrange for students who get sick at school to go home early.

A parent/guardian should notify the school if his/her child is unable to attend school because of illness. Call the attendance hotline at 507-562-6100 or email the attendance secretary at hsmsattendance@pas.k12.mn.us

Immunizations

All students must provide proof of immunization or submit appropriate documentation exempting them from such immunizations in order to enroll or remain enrolled. Students may be exempted from the immunization requirement when the immunization of the student is contraindicated for medical reasons; laboratory confirmation of adequate immunity exists; or due to the conscientiously held beliefs of the parents/guardians or student. The school district will maintain a file containing the immunization records for each student in attendance at the school district for at least five years after the student reaches the age of 18. For a copy of the immunization schedule or to obtain an exemption form or information, contact the school nurse, Josie Loll, at Josie.Loll@pas.k12.mn.us

Medications at School During the School Day

The school district acknowledges that some students may require prescribed drugs or medication during the school day. The administration of prescription medication or drugs at school requires a completed signed request from the student's parent. An "Administering Prescription Medications" form must be completed once a year and/or when a change in the prescription or requirements for administration occurs. Prescription medications must be brought to school in the original container labeled for the student by a pharmacist, and must be administered in a manner consistent with the instructions on the label. Prescription medications are not to be carried by the student, but will be left with the appropriate school personnel. Exceptions that may be allowed include: prescription asthma medications administered with an inhaler pursuant to school district policy and procedures, medications administered as noted in a written agreement between the school district and parent or as specified in an

Individualized Education Program (IEP), a plan developed under Section 504 of the Rehabilitation Act (~~section~~§504 Plan), or an individual health plan (IHP). Marijuana is not allowed on school property even if prescribed. The school district is to be notified of any change in administration of a student's prescription medication.

Pesticide Application Notice

A Minnesota state law went into effect in 2000 that requires schools to inform parents and guardians if they apply certain pesticides on school property.

Specifically, this law requires schools that apply these pesticides to maintain an estimated schedule of pesticide applications and to make the schedule available to parents and guardians for review or copying at each school office.

State law also requires that you be told that the long-term health effects on children from the application of such pesticides or the class of chemicals to which they belong may not be fully understood.

If you would like to be notified prior to pesticide applications made on days other than those specified in the estimated schedule please contact Cody Heidebrink, Maintenance and Grounds, Pipestone Area School, 1401 7th St. SW, Pipestone, Minnesota, 56164 or call at (507)825-5861

Safety

The safety of students on campus and at school-related activities is a high priority of the district. While district-wide safety procedures are in place, student and parent cooperation is essential to ensuring school safety.

Visitors in District Buildings

Parents/guardians and community members are welcome to visit the schools. To ensure the safety of those in the school and to avoid disruption to the learning environment, all visitors must report directly to the High School office upon entering the building, with the exception of events open to the public. All visitors will be required to sign in at the main office and to wear a "visitors' badge" while in the building during the school day. Visitors are asked for their government-issued identification, which is returned upon the departure of the visitor. Visitors must have the approval of the principal before visiting a classroom during instructional time. An individual or group may be denied permission to visit a school or school property, or such permission may be revoked, if the visitor does not comply with school district procedures or if the visit is not in the best interests of the students, employee, or the school district.

Students are not allowed to bring visitors to school without prior permission from the principal.

APPENDIXES

1. School District Policy Cross Reference Table

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505 DISTRIBUTION OF NONSCHOOL-SPONSORED MATERIALS ON SCHOOL PREMISES BY STUDENTS AND EMPLOYEES

I. PURPOSE

The purpose of this policy is to protect the exercise of students' and employees' free speech rights, taking into consideration the educational objectives and responsibilities of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district recognizes that students and employees have the right to express themselves on school property. This protection includes the right to distribute, at a reasonable time and place and in a reasonable manner, nonschool-sponsored material.
- B. To protect First Amendment rights, while at the same time preserving the integrity of the educational objectives and responsibilities of the school district, the school board adopts the following regulations and procedures regarding distribution of nonschool-sponsored material on school property and at school activities.

III. DEFINITIONS

- A. "Distribute" or "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 material in internal staff or student mailboxes.
- B. "Nonschool-sponsored material" or "unofficial material" includes all materials or objects intended for distribution, except school newspapers, employee newsletters, literary magazines, yearbooks, and other publications funded and/or sponsored or authorized by the school. Examples of nonschool-sponsored materials include, but are not limited to, leaflets, brochures, buttons, badges, flyers, petitions, posters, and underground newspapers whether written by students or employees or others, and tangible objects.
- C. "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 (normal or perverted), masturbation, excretory functions, or lewd exhibition of the genitals; and
 - 3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- D. "Minor" means any person under the age of eighteen (18).
- E. "Material and substantial disruption" of a normal school activity means:
 - 1. Where the normal school activity is an educational program of the 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 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, specific facts must exist 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.

- F. “School activities” means any activity sponsored by the school 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.
- G. “Libelous” is a false and unprivileged statement about a specific individual that tends to harm the individual’s reputation or to lower that individual in the esteem of the community.

IV. GUIDELINES

- A. Students and employees of the school district have the right to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, nonschool-sponsored material.
- B. Requests for distribution of nonschool-sponsored material will be reviewed by the administration on a case-by-case basis. However, distribution of the materials listed below is always prohibited. Material is prohibited that:
 1. is obscene to minors;
 2. is libelous or slanderous;
 3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended;
 4. advertises or promotes any product or service not permitted to minors by law;
 5. advocates violence or other illegal conduct;
 6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person’s race, religious, or ethnic origin);
 7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.

- C. Distribution by students and employees of nonschool-sponsored materials on school district property are subject to reasonable time, place, and manner restrictions set forth below. In making decisions regarding the time, place, and manner of distribution, the administration will consider factors including, but not limited to, the following:
1. whether the material is educationally related;
 2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;
 3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;
 4. the quantity or size of materials to be distributed;
 5. whether distribution would require assignment of school district staff, use of school district equipment, or other resources;
 6. whether distribution would require that nonschool persons be present on the school grounds;
 7. whether the materials are a solicitation for goods or services not requested by the recipients.

V. TIME, PLACE, AND MANNER OF DISTRIBUTION

- A. No nonschool-sponsored material shall be distributed during and at the place of a normal school activity if it is reasonably likely to cause a material and substantial disruption of that activity.
- B. Distribution of nonschool-sponsored material is prohibited when it blocks the safe flow of traffic within corridors and entrance ways of the school, and school parking lots. Distribution shall not impede entrance to or exit from school premises in any way.
- C. No one shall coerce a student or staff member to accept any publication.
- D. The time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

VI. PROCEDURES

- A. Any student or employee wishing to distribute (as defined in this policy) nonschool-sponsored material must first submit for approval a copy of the material to the principal at least 24 hours in advance of desired distribution time, together with the following information:
1. Name and phone number of the person submitting the request and, if a student, the room number of his or her first-period class.
 2. Date(s) and time(s) of day intended for distribution.
 3. Location where material will be distributed.
 4. If material is intended for students, the grade(s) of students to whom the

distribution is intended.

- B. Within one school day, the principal will review the request and render a decision. In the event that permission to distribute the material is denied or limited, the person submitting the request should be informed in writing of the reasons for the denial or limitation.
- C. If the person submitting the request does not receive a response within one school day, the person shall contact the office to verify that the lack of response was not due to an inability to locate the person.
- D. If the person is dissatisfied with the decision of the principal, the person may submit a written request for appeal to the superintendent. If the person does not receive a response within three (3) school days (not counting Saturdays, Sundays, and holidays) of submitting the appeal, the person shall contact the office of the superintendent to verify that the lack of response is not due to an inability to locate the person.
- E. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the school board, or the individual reviewing the material submitted.

VII. DISCIPLINARY ACTION

- A. Distribution by any student of nonschool-sponsored material prohibited herein or in violation of the provisions of time, place, and manner of distribution as described above will be halted and disciplinary action will be taken in accordance with the school district's Student Discipline Policy.
- B. Distribution by any employee of nonschool-sponsored material prohibited herein or in violation of the provisions of time, place, and manner of distribution as described above will be halted and appropriate disciplinary action will be taken, in accordance with any individual contract, collective bargaining agreement, school district policies and procedures, and/or governing statute.
- C. Any other party violating this policy will be requested to leave the school property immediately and, if necessary, the police will be called.

3. Student Records

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. 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.

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

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 disclosures without consent;
4. That the school district may disclose education records to other school officials within the school district if the school district has determined they have legitimate educational interests. For purposes of such disclosure, a "school official" is a person employed by the school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or other employee; a person serving on the school board; a person or company with whom the school district has consulted to perform a specific task (such as an attorney, auditor, medical consultant, therapist, public information officer or data practices compliance official); or a parent or student serving on an official committee, such as a disciplinary or grievance committee; or any individual assisting a school official in the performance of his or her tasks. A school official has a "legitimate educational interest" if the individual needs to review an education record in order to fulfill his or her professional responsibility and includes, but is not limited to, an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student and student health and welfare and the ability to respond to a request for educational data;
5. That the school district forwards education records on request to a school or post-secondary education institution in which a student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment, including information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, suspension and expulsion information pursuant to 20 U.S.C. § 7917, part of the federal Every Student Succeeds Act and data regarding a student's history of violent behavior, and any disposition order which adjudicates the student as delinquent for committing an illegal act on school district property and certain other illegal acts;
6. 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 FERPA and the rules promulgated thereunder. The name and address of the office that administers FERPA is:

U.S. Department of Education
Student Privacy Policy Office
400 Maryland Avenue, S.W.
Washington, D.C. 20202-8520

The school has adopted a school board policy in order to comply with state and federal laws regarding education records. The policy does the following:

1. It classifies records as public, private, or confidential.
2. It establishes procedures and regulations to permit parents/guardians or students to inspect and review a student's education records. These procedures include the method of determining fees for copies, a listing of the locations of these education records, and the identity of the individuals in charge of the records.
3. It establishes procedures and regulations to allow parents/guardians or students to request the amendment of a student's education records to ensure that the records are not inaccurate, misleading, or otherwise in violation of the student's privacy rights.
4. It establishes procedures and regulations for access to and disclosure of education records.
5. It establishes procedures and regulations for safeguarding the privacy of education records and for obtaining prior written consent of the parent or student when required prior to disclosure.

Copies of the school board policy and accompanying procedures and regulations are available to parents/guardians and students upon written request to the Superintendent.

Directory Information

Pursuant to applicable law, Pipestone Area School District gives notice to parents/guardians of students currently in attendance in the school district, and eligible students currently in attendance in the school district, of their rights regarding "directory information." "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.

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. It includes the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status (i.e., full-time or part-time); participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; and the most recent educational agency or institution attended. It also includes the name, address, and telephone number of the student's parent(s). Directory information does not include:

- a. a student's social security number;
- b. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;
- c. 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;

- d. personally identifiable data which references religion, race, color, social position, or nationality; or
- e. 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.

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."

- f. The directory information listed above shall be public information which the school district may disclose from the education records of a student or information regarding a parent.
- g. Should the parent of a student or the student so desire, any or all of the listed information will not be disclosed without the parent's or eligible student's prior written consent except to school officials as provided under federal law.
- h. In order to make any or all of the directory information listed above "private" (i.e., subject to consent prior to disclosure), the parent or eligible student must make a written request to the building principal within thirty (30) days after the date of the last publication of this notice. This written request must include the following information:
 - Name of student and parent, as appropriate;
 - Home address;
 - School presently attended by student;
 - Parent's legal relationship to student, if applicable;
 - Specific category or categories of directory information which is not to be made public without the parent's or eligible student's prior written consent.

Information to Military Recruiters

Pursuant to applicable law, Pipestone Area School District gives notice to parents/guardians of secondary students and eligible secondary students of their rights regarding release of information to military recruiting officers. The school district must release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiters only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers within sixty (60) days after the date of the request. Data released to military recruiting officers under this provision 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 cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.

Should the parent of a student or the eligible student so desire, any or all of the listed information will not be disclosed to military recruiting officers without prior consent.

To refuse release of this information without prior consent, the parent or eligible student must make a written request to the responsible authority, the building principal, by September 1 each year. This written request must include the following information:

- **Name of student and parent, as appropriate;**
- **Home address;**
- **Student's grade level;**
- **School presently attended by student;**
- **Parent's legal relationship to student, if applicable;**
- **Specific category or categories of information which are not to be released to military recruiters without prior consent;**
- **Specific category or categories of directory information which are not to be released to the public, including military recruiters.**

[NOTE: Refusal to release the above information to military recruiting officers alone does not affect the school district's release of directory information to the public, including military recruiting officers. In order to make any directory information about a student private, the procedures contained in the Directory Information section above also must be followed. If you do not want your child's or eligible student's directory information (including a school district-provided email address) released to military recruiting officers, you also must notify the school district that you do not want this directory information released to any member of the public, including military recruiting officers.]

4. Student Surveys

(we need to adopt this form. Will review at the August policy meeting.)

Pipestone Area School District gives notice to parents of students currently in attendance in the school district, eligible students currently in attendance in the school district, and students currently in attendance in the school district of their rights regarding the conduct of surveys, collection and use of information for marketing purposes, and certain physical examinations.

1. Parents, eligible students, and students are hereby informed that they have the following rights:
 - a. All instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis, or evaluation as part of any program funded in whole or in part by the U.S. Department of Education, shall be available for inspection by parents or guardians of students.
 - b. No student shall be required, as part of any program funded in whole or in part by the U.S. Department of Education, without the prior consent of the student (if the student is an adult or emancipated minor), or in the case of an unemancipated minor, without the prior written consent of the parent, to submit to a survey that reveals information concerning:
 - (1) political affiliations or beliefs of the student or the student's parent;
 - (2) mental and psychological problems of the student or the student's family;
 - (3) sex behavior or attitudes;
 - (4) illegal, antisocial, self-incriminating, or demeaning behavior;
 - (5) critical appraisals of other individuals with whom respondents have close family relationships;
 - (6) legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
 - (7) religious practices, affiliations, or beliefs of the student or the student's parent; or
 - (8) income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).
 - c. A parent, on behalf of a student or an eligible student, has the right to receive notice and an opportunity to opt the student out of participating in:
 - (1) Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, or otherwise providing that information to others for that purpose.
 - (2) The administration of any third-party survey (non-Department of Education funded) containing one or more of the items contained in Paragraph 1.b., above.
 - (3) Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical examination or screening permitted or required under state law.
 - d. This notice does not preempt applicable state law that may require parental notification.

- e. The school district has developed and adopted a policy, in consultation with parents, regarding these rights, as well as arrangements to protect student privacy in the administration of protected surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes.
- f. The school district will directly notify parents and eligible students of these policies at least annually at the start of each school year and after any substantive changes.
- g. The school district will directly notify parents and eligible students, at least annually at the start of each school year or, if scheduled thereafter, parents will be provided with reasonable notice of the specific or approximate dates of the following activities and provide an opportunity to opt a student out of participating in:
 - (1) Collection, disclosure, or use of personal information for marketing, sales, or other distribution.
 - (2) Administration of any protected information survey not funded in whole or in part by the U.S. Department of Education.
 - (3) Any nonemergency, invasive physical examination or screening as described above.

[See consent/opt-out for specific activities attached hereto.]

Parents/eligible students who believe their rights have been violated may file a complaint with:

U.S. Department of Education
Student Privacy Policy Office
400 Maryland Avenue SW
Washington, DC 20202-8520

The following is a schedule of activities requiring parental notice and consent or opt-out for the upcoming school year. (Please note that this notice and consent/opt-out transfers from parents to any student who is 18 or older or an emancipated minor under state law).

Date:

Grades: [see sample activity notices attached]

Activity:

Summary:

Consent or Opt-out: [or both depending on situation]

If you wish to review any survey instrument or instructional material used in connection with any protected information or marketing survey, please submit a request to **[insert school official and address here]**. **[Insert title or name of school official here]** will notify you of the time and place where you may review these materials. You have the right to review a survey and/or instructional materials before the survey is administered to a student.

5. Student Discipline

506 STUDENT DISCIPLINE

I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others, and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

In view of the foregoing and in accordance with Minnesota Statutes, section 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

III. DEFINITIONS

- A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).

- B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

IV. POLICY

- A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.
- B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.
- C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.
- D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:
 - 1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;
 - 2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and
 - 3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

V. AREAS OF RESPONSIBILITY

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within

the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.

- C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of Behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent bodily harm or death to the student or another. A principal shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.
- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. A teacher, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent bodily harm or death to the student or another. A teacher shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.
- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or another. A school employee, which does not include a school resource officer, shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.
- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.
- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.

- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.
- I. Reasonable Force Reports
 - 1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).
 - 2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).
 - 3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

VI. STUDENT RIGHTS

All students have the right to an education and the right to learn.

VII. STUDENT RESPONSIBILITIES

All students have the responsibility:

- A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;
- B. To attend school daily, except when excused, and to be on time to all classes and other school functions;
- C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;
- D. To make necessary arrangements for making up work when absent from school;
- E. To assist the school staff in maintaining a safe school for all students;
- F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;
- G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;

- H. To be aware of and comply with federal, state, and local laws;
- I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- J. To respect and maintain the school's property and the property of others;
- K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;
- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others.

VIII. CODE OF STUDENT CONDUCT

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.
 - 1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
 - 2. The use of profanity or obscene language, or the possession of obscene materials;
 - 3. Gambling, including, but not limited to, playing a game of chance for stakes;
 - 4. Violation of the school district's Hazing Prohibition Policy;
 - 5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
 - 6. Violation of the school district's Student Attendance Policy;

7. Opposition to authority using physical force or violence;
8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;
9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);
11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
13. Violation of the school district's Weapons Policy;
14. Violation of the school district's Violence Prevention Policy;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
19. Violation of any local, state, or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
21. Violation of the school district's Internet, Technology, and Cell Phone Acceptable Use and Safety Policy;
22. Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy;

23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;
28. Possession or distribution of slanderous, libelous, or pornographic materials;
29. Violation of the school district's Bullying Prohibition Policy;
30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;
31. Criminal activity;
32. Falsification of any records, documents, notes, or signatures;
33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;
35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;
36. Violation of the school district's Harassment and Violence Policy;
37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. Violations against persons, including, but not limited to, assault or threatened

assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;

40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;
43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;
44. Violation of the school district's one-to-one device rules and regulations;
45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

IX. RECESS AND OTHER BREAKS

- A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.
- B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.
- C. The school district must not use recess detention unless:
 1. a student causes or is likely to cause serious physical harm to other students or staff;
 2. the student's parent or guardian specifically consents to the use of recess detention; or
 3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.

- D. The school district must not withhold recess from a student based on incomplete schoolwork.
- E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.
- F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.
- G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

X. DISCIPLINARY ACTION OPTIONS

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district code of conduct, rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;
- D. Parent conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;

- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Saturday school;
- S. Expulsion under the Pupil Fair Dismissal Act;
- T. Exclusion under the Pupil Fair Dismissal Act; and/or
- U. Other disciplinary action as deemed appropriate by the school district.

XI. REMOVAL OF STUDENTS FROM CLASS

- A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

- 1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
- 2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
- 3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
- 4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of

immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another.

- B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.
- C. Procedures for Removal of a Student From a Class.
 - 1. The building principal will determine the amount of time appropriateness of a student removal from class.
 - 2. The teacher will follow up on any removal from class with a written description of the incident which led to the request for a student to be removed.
 - 3. Documentation is recorded in the district adopted Student Information System.
- D. Period of Time for which a Student may be Removed from a Class (may not exceed five (5) class periods for a violation of a rule of conduct)
 - 1. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.
- E. Responsibility for and Custody of a Student Removed from Class.
 - 1. Any student removed from class should report to the principal's office immediately.
 - 2. A student removed from class will be expected to walk to the office without an escort, unless the situation warrants an escort be present.
 - 3. While removed from class, the student may be assigned to a supervised study area and is expected to complete assignments missed while removed.
 - 4. The building principal or designee will be responsible for assigning the student to a supervised study area while removed from class.
- F. Procedures for Return of a Student to a Specific Class from Which the Student was Removed.
 - 1. Principal/Teacher/Parent/Student conference to discuss terms and conditions of the students return to class.
 - 2. Conditional return based on terms and conditions defined by the conference.
- G. Procedures for Notifying a Student and the Student's Parents or Guardian of Violation of the Rules of Conduct and of Resulting Disciplinary Actions;
 - 1. Parent/Guardian will be notified by phone, email, or USPS mail whenever there is a violation of school rules which results in disciplinary action.
 - 2. When appropriate, a conference with the parent/guardian and student will be held prior to readmission to school or a class.

- H. Students with a Disability; Special Provisions.
 - 1. Any violation of school rules by a disabled student which results in serious disciplinary action or continuous assignment of less severe consequences will be followed up by a conference to determine if further assessment is needed, to review the adequacy of the current IEP and to determine if a referral is needed.
 - 2.. Any student suspected of having a disability may be referred to Special Education services for assessment and determination of eligibility.
- I. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.
 - 1. District will convene a chemical abuse preassessment team to the extent necessary.
 - 2. Staff shall report chemical abuse concerns to the appropriate administrator for referral to the chemical abuse preassessment team.

XII. DISMISSAL

- A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion, and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to use nonexclusionary disciplinary policies and procedures before dismissal proceedings or pupil withdrawal agreements, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

The use of exclusionary practices for early learner's Pre-K through Grade 3 as defined in Minnesota Statutes, section 121A.425, is prohibited. The use of exclusionary practices to address attendance and truancy issues is prohibited.

- B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:
 - 1. Willful violation of any reasonable school board regulation, including those found in this policy;
 - 2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
 - 3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.
- C. Disciplinary Dismissals Prohibited

1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:
 - a. a preschool or prekindergarten program, including an early childhood family education, school readiness, school readiness plus, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or
 - b. kindergarten through Grade 3.
2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.
3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under Nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. Suspension Procedures

1. "Suspension" means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.
2. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.
3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.
4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for less than one day, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services

upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.
6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statutes, section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statutes, section 120B.02, although in a different setting.
7. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
8. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:
 - a. strongly encourage a parent or guardian of the student to attend school with the student for one day;

- b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and
 - c. petition the juvenile court that the student is in need of services under Minnesota Statutes chapter 260C.
- 9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)
- 10. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
- 11. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
- 12. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) consecutive school days.

E. Expulsion and Exclusion Procedures

- 1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
- 2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
- 3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.
- 4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
- 5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56; describe the nonexclusionary disciplinary practices

accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district must advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) and is posted on its website.

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.
10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.

16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of the Minnesota Department of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

XIII. ADMISSION OR READMISSION PLAN

A school administrator must prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan must include measures to improve the student's behavior, which may include completing a character education program consistent with Minnesota Statutes, section 120B.232, subdivision 1, social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions. The plan must include reasonable attempts to obtain parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XIV. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided

herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each exclusion or expulsion, each physical assault of a school district employee by a pupil, and each pupil withdrawal agreement within thirty (30) days of the effective date of the dismissal action, pupil withdrawal, or assault, to the MDE Commissioner. This report must include a statement of the nonexclusionary disciplinary practices, or other sanction, intervention, or resolution in response to the assault given to the pupil and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the pupil's age, grade, gender, race, and special education status.

XV. STUDENT DISCIPLINE RECORDS

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13.

XVI. STUDENTS WITH DISABILITIES

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

XVII. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minnesota Statutes section 124D.03) or Enrollment in Nonresident District (Minnesota Statutes section 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minnesota Statutes chapter 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully

withdrawn from school.

XVIII. DISCIPLINE COMPLAINT PROCEDURE

Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;
2. provide an opportunity for involved parties to submit additional information related to the complaint;
3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;
4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;
5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and
6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

XIX. DISTRIBUTION OF POLICY

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

XX. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

6. Student Attendance [] [Note: See MSBA Model Policy 503]**

(This is going for the first reading at July 22 meeting. Will be updated when board approves)

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

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request 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 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 study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

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 and to apply these procedures uniformly 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, Minnesota Statutes, section 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

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

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 any member of the board, a truant officer, a principal, or the superintendent. A note from a physician or a licensed mental health professional stating that the child 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

(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 or 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
- (3) 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.

~~[Note: State law provides that a school board may include other exemptions in the school district's attendance policy. See Minnesota Statutes, section 120A.22, subdivision 12. When considering whether to add other exemptions, school boards should consider the intent of the compulsory attendance law, which recognizes the educational value of regular attendance and class participation, and whether the proposed exemption is consistent with the intent of the law.]~~

c. Consequences of Excused Absences

- (1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.
- (2) Work missed because of absence must be made up. It is the student's responsibility to meet with each teacher; each teacher will determine when make-up work is due. 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 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. An absence by a student which was not approved by the parent and/or the school district.
- (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) Vacations with family.
- (6) Personal trips to schools or colleges.
- (7) Any other absence not included under the attendance procedures set out in this policy.

b. Consequences of Unexcused Absences

- (1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes section 121A.40-121A.56.
- (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) If a student is absent from a class more than five times in a quarter or ten times in a semester, credit for that class may be denied.
 - (b) Parents will be notified by letter when a student has missed a class three and five times in a quarter or seven and ten times in a semester. A certified letter is mailed indicating the importance of attendance.
 - (c) 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 and the prescribed discipline. The notification will state that the school strongly urges the student's parent or guardian to request such a conference.
 - (d) After 10 cumulated unexcused absences in a semester, the administration may impose the loss of academic credit in the class or classes from which the student has been absent. However, prior to loss of credit, an administrative conference must be held among the principal, student, and parent.
 - (e) 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, Minnesota Statutes sections 121A.40-121A.56.

~~[Note: MSBA is reviewing the provisions above that impose an academic penalty for unexcused absences. The review will determine whether these provisions will remain in the model policy. School districts will retain the discretion to include or remove such penalties.]~~

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 or funeral 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 2 unexcused tardies.

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 participation permitted.

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.

III. RELIGIOUS 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 accommodations should be directed to the building principal.

IV. DISSEMINATION OF POLICY

- A. 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.
- B. 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.

V. REQUIRED REPORTING

A. Continuing Truant

Minnesota Statutes section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes section 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, junior high school, or high school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minnesota Statutes, section 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:

1. That the child is truant;
2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;
3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minnesota Statutes section 120A.34;

4. That this notification serves as the notification required by Minnesota Statutes section 120A.34;
5. That alternative educational programs and services may be available in the child's enrolling or resident district;
6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;
7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes section 260;
8. That 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 Minnesota Statutes section 260C.201; and
9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

~~[Note: Where truancy services and programs under Minnesota Statutes chapter 260A are available within the school district, the following provisions should also be included in the policy.]~~

C. Habitual Truant

1. A habitual truant is a child under the 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 school, junior high school, 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 school 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 Minnesota Statutes chapter 260A.

7. Bullying Prohibition

514 BULLYING PROHIBITION POLICY

I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited:
 - 1. on the school premises, at the school functions or activities, on the school transportation;
 - 2. by the use of electronic technology and communications on the school premises, during the school functions or activities, on the school transportation, or on the school computers, networks, forums, and mailing lists; or
 - 3. by use of electronic technology and communications off the school premises to the extent such use substantially and materially disrupts student learning or the school environment.
- B. A school-aged child who voluntarily participates in a public school activity, such as a cocurricular or extracurricular activity, is subject to the policy provisions applicable to the public school students participating in the activity.
- C. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources. This policy also applies to sexual exploitation.
- D. Malicious and sadistic conduct involving race, color, creed, national origin, sex, age, marital status, status with regard to public assistance, disability, religion, sexual harassment, and sexual orientation and gender identity as defined in Minnesota

Statutes, chapter 363A is prohibited. This prohibition applies to students, independent contractors, teachers, administrators, and other school personnel.

Malicious and sadistic conduct and sexual exploitation by a school district or school staff member, independent contractor, or enrolled student against a staff member, independent contractor, or student that occurs as described in Article II.A above is prohibited.

- E. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- F. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.
- G. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- H. False accusations or reports of bullying against another student are prohibited.
- I. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy (See MSBA/MASA Model Policy 506). The school district may take into account the following factors:
 - 1. The developmental ages and maturity levels of the parties involved;
 - 2. The levels of harm, surrounding circumstances, and nature of the behavior;
 - 3. Past incidences or past or continuing patterns of behavior;
 - 4. The relationship between the parties involved; and
 - 5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

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

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

- J. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

- A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:
1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
 2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term "bullying" specifically includes cyberbullying, malicious and sadistic conduct, and sexual exploitation.

- B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that does the following:
1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
 2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
 3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. "Malicious and sadistic conduct" means creating a hostile learning environment by acting with the intent to cause harm by intentionally injuring another without just cause or reason or engaging in extreme or excessive cruelty or delighting in cruelty.
- F. "On school premises, on school district property, at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds,

premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

- G. "Prohibited conduct" means bullying, cyberbullying, malicious and sadistic conduct, sexual exploitation, or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about prohibited conduct.
- H. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- I. "Student" means a student enrolled in a public school or a charter school.

IV. REPORTING PROCEDURE

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying 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 in the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. 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 the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the

bullying or prohibited conduct in a timely manner may be subject to disciplinary action.

- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. SCHOOL DISTRICT ACTION

- A. Within three school days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct 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 conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy (See MSBA/MASA Model Policy 506) and other applicable school district policies; and applicable regulations.
- E. 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 parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or

directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team 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 bullying or other prohibited conduct.

VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

VII. TRAINING AND EDUCATION

- A. Consistent with its applicable policies and practices, the school district must discuss this policy with students, school personnel and volunteers and provide appropriate training for all school district personnel to prevent, identify, and respond to prohibited conduct.. The school district must establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.
- B. The school district shall require ongoing professional development, consistent with Minnesota Statutes, section 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:
 - 1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
 - 2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
 - 3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
 - 4. The incidence and nature of cyberbullying; and
 - 5. Internet safety and cyberbullying.

- C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
 2. Partner with parents and other community members to develop and implement prevention and intervention programs;
 3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
 4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
 5. Teach students to advocate for themselves and others;
 6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
 7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or 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, and resourcefulness.
 - G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy (See MSBA/MASA Model Policy 515) in the

student handbook.

VIII. NOTICE

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. Article II, paragraph D, regarding malicious and sadistic conduct must be conspicuously posted throughout each school building.
- C. This policy shall be conspicuously posted in the administrative offices of the school and school district in summary form.
- D. This policy must be distributed to each school district or school employee and independent contractor, if the contractor regularly interacts with students, at the time of employment with the district or the school.
- E. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See MSBA/MASA Model Policy 506) distributed to parents at the beginning of each school year.
- F. This policy shall be available to all parents and other school community members in an electronic format in the languages appearing on the school district's or a school's website, consistent with the district policies and practices.
- G.
- H. The school district shall provide an electronic copy of its most recently amended policy to the Minnesota Commissioner of Education.

IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minnesota Statutes, sections 121A.031 and 121A.0312 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

8. Harassment and Violence Prohibition

413 HARASSMENT AND VIOLENCE

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment 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 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 on a person's Protected Class, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel 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 but in no event longer than 24 hours.

D. Protected Classifications; Definitions

1. "Disability" means, with respect to an individual who

- a. 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; or
- c. is regarded as having such an impairment.

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 to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity.

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 an 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 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 sexual orientation, 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, includes 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 which 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 that 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. 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.
- 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 harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building 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 superintendent as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent¹, or designee.
- H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, 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 data 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(s), 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 comply 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.

¹ In some school districts the superintendent may be the human rights officer. If so, an alternative individual should be designated by the school board.

Consequences for other individuals 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 and/or contracts.

V. INVESTIGATION

- A. By authority of the school district, the human rights 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, the 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 other school district personnel who commits an act 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 intentional 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 conspicuously posted throughout each school building in areas accessible to students and staff members.
- 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.

9. Hazing Prohibition

526 HAZING PROHIBITION

I. PURPOSE

The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times.

II. GENERAL STATEMENT OF POLICY

- A. No student, teacher, administrator, volunteer, contractor, or other employee of the school district shall plan, direct, encourage, aid, or engage in hazing.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate hazing.
- C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of hazing is prohibited.
- E. False accusations or reports of hazing against a student, teacher, administrator, volunteer, contractor, or other employee are prohibited.
- F. A person who engages in an act of hazing, reprisal, retaliation, or false reporting of hazing or permits, condones, or tolerates hazing 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, tolerate, or are a party to prohibited acts of hazing 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 hazing or engage in an act of reprisal or intentional false reporting of hazing may result in disciplinary action up to and including termination or discharge.

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

- G. This policy applies to hazing that occurs during and after school hours, on or off school premises or property, at school functions or activities, or on school transportation.
- H. A person who engages in an act that violates school policy or law in order to be initiated

into or affiliated with a student organization shall be subject to discipline for that act.

- I. The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

- A. "Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. The term hazing includes, but is not limited to:
 - 1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking, or placing a harmful substance on the body.
 - 2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics, or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
 - 3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product, or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
 - 4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame, or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.
 - 5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.
- B. "Immediately" means as soon as possible but in no event longer than 24 hours.
- C. "On school premises or school district property, or at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting hazing at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.
- D. "Remedial response" means a measure to stop and correct hazing, prevent hazing from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of hazing.
- E. "Student" means a student enrolled in a public school or a charter school.
- F. "Student organization" means a group, club, or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities, or

particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report hazing 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 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.

The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of hazing at the building level. Any adult school district personnel who receives a report of hazing prohibited by this policy shall inform the building report taker immediately. Any person may report hazing directly to a school district human rights officer or to the superintendent. 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.

- C. A teacher, administrator, volunteer, contractor, and other school employees shall be particularly alert to possible situations, circumstances, or events which might include hazing. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct which may constitute hazing shall make reasonable efforts to address and resolve the hazing and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute hazing or who fail to make reasonable efforts to address and resolve the hazing in a timely manner may be subject to disciplinary action.
- D. Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- E. Reports of hazing are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of hazing and the record of any resulting investigation.
- F. The school district will respect the privacy of the complainant(s), 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 comply with any discovery or disclosure obligations.

V. SCHOOL DISTRICT ACTION

- A. Within three (3) days of the receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party

designated by the school district.

- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the hazing, the complainant, the reporter, and students or others pending completion of an investigation of alleged hazing prohibited by this policy.
- C. The alleged perpetrator of the hazing shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines hazing 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 the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; and applicable school district policies and regulations.
- E. 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 parent(s) or guardian(s) of students who are targets or victims of hazing and the parent(s) or guardian(s) of alleged perpetrators of hazing who have been involved in a reported and confirmed hazing incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or to respond to hazing 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) team 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 hazing.

VI. RETALIATION OR REPRISAL

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

VII. DISSEMINATION OF POLICY

- A. This policy shall appear in each school's student handbook and in each school's building and staff handbooks.
- B. The school district will develop a method of discussing this policy with students and employees.

10. Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention
Instruction [] [Note: See MSBA Model Policy 419]**

(We will be reviewing this policy at the August Committee Meeting and will bring recommendation)

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is tobacco free.

II. GENERAL STATEMENT OF POLICY

- A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student ~~to~~ possesses any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.
- D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.

[Note: Paragraph D is not required by law, but is recommended by MSBA for inclusion in this policy.]

III. TOBACCO AND TOBACCO-RELATED DEVICES DEFINED

- A. "Electronic delivery device" means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through inhalation of aerosol or vapor from the product. Electronic delivery devices includes, but is not limited to, devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device excludes drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

- B. ~~“Heated tobacco product” means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.~~
- C. ~~“Tobacco” means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product including, but not limited to, cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.~~
- D. ~~“Tobacco-related devices” means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of aerosol or vapors of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.~~
- E. ~~“Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.~~
- F. ~~“Vaping” means using an activated electronic delivery device or heated tobacco product.~~

IV. EXCEPTIONS

- A. ~~A violation of this policy does not occur when an Indian adult lights tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony. An American Indian student may carry a medicine pouch containing loose tobacco intended as observance of traditional spiritual or cultural practices. An Indian is a person who is a member of an Indian tribe as defined under Minnesota law.~~
- B. ~~A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.~~
- C. An American Indian student or staff member may use tobacco, sage, sweetgrass, and cedar to conduct individual or group smudging in a public school. The process for conducting smudging is determined by the building or site administrator. Smudging must be conducted under the direct supervision of an appropriate staff member, as determined by the building or site administrator.

V. ~~ENFORCEMENT~~

- A. ~~All individuals on school premises shall adhere to this policy.~~
- B. ~~Students who violate this tobacco-free policy shall be subject to school district discipline procedures.~~
- C. ~~School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.~~
- D. ~~School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.~~
- E. ~~Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.~~
- F. ~~School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.~~
- G. ~~No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.~~

VI. ~~DISSEMINATION OF POLICY~~

- A. ~~This policy shall appear in the student handbook.~~
- B. ~~The school district will develop a method of discussing this policy with students and employees.~~

11. School Meals Policy [*] [Note: See MSBA Model Policy 534—School Meals Policy]

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. Students have use of a meal account. The Food Service Program is a pre-payment program. Meal accounts should be maintained with a positive balance at all times. If a lunch balance reaches zero, a student may no longer charge any a la carte items or second meals until funds are deposited into the account. Submit payments to Pipestone Area Schools Food Service Department, 1401 7th St SW, Pipestone, MN 56164 or making a payment online at mypaymentsplus.com
- B. A 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.
- C. Each school that participates in the free school meals program must:
 - (1) participate in the United States Department of Agriculture School Breakfast Program and the United States Department of Agriculture National School Lunch Program; and
 - (2) 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.
- D. 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.
- E. When a student has a negative account balance, the student will not be allowed to charge a snack item.
- F. 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.

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 an outstanding negative balance once the negative balance reaches \$5. Families will be notified by e-mail, automated calling system and/or letters sent home.
- 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 nonreimbursable 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.
- 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 not paid prior to the end of the school year, will be turned over to the superintendent or superintendent's designee for collection. 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.
- C. If the school district contracts with a third party for its meal services, it will provide the vendor with its school meals policy. The school district will ensure that any third-party provider with whom the school district enters into either an original or modified contract after July 1, 2021, adheres to the school district's school meals policy.

12. Parent/Guardian Refusal for Student Participation in Statewide Assessments [*]



Statewide Assessments: Parent/Guardian Participation Guide and Refusal Information

Your student's participation in statewide assessments is important as it allows your school and district to ensure all students have access to a high-quality education. In the past, students with disabilities and English learners were often excluded from statewide assessments. By requiring that all students take statewide assessments, schools and teachers have more information to see how all students are doing. This helps schools to continuously improve the education they provide and to identify groups, grades, or subjects that may need additional support.

Assessments Connect to Standards

Statewide assessments are based on the [Minnesota Academic Standards](#) or the [WIDA English Language Development Standards](#). These standards define the knowledge and skills students should be learning in K–12 public and charter schools. Minnesota prioritizes high-quality education, and statewide assessments gives educators and leaders an opportunity to evaluate student and school success.

Minnesota Comprehensive Assessments (MCA) and Minnesota Test of Academic Skills (MTAS)

MCA and MTAS are the annual assessments in reading, mathematics and science that measure a snapshot of student learning of the Minnesota K–12 Academic Standards.

ACCESS and Alternate ACCESS for English Learners

The ACCESS and Alternate ACCESS are the annual assessments for English learners that provide information about their progress in learning academic English based on the WIDA English Language Development Standards.

Statewide Assessments Help Families and Students

Participating in statewide assessments helps families see a snapshot of their student's learning so they can advocate for their success in school. High school students can use MCA results:

- For course placement at a Minnesota State college or university. If students receive a college-ready score, they may not need to take a remedial, noncredit course for that subject.
- For Postsecondary Enrollment Options (PSEO) and College in the Schools programs.

English learners who take the ACCESS or Alternate ACCESS and meet certain requirements have the opportunity to exit from English learner programs.

Taking Statewide Assessments Helps Your Student's School

Statewide assessments provide information to your school and district about how all students are engaging with the content they learn in school. This information helps:

- Educators evaluate their instructional materials.
- Schools and districts identify inequities between groups, explore root causes and implement supports.
- School and district leaders make decisions about how to use money and resources to support all students.

Student Participation in Statewide Assessments

Student participation in state and locally required assessments is a parent/guardian choice. If you choose to have your student not participate in a statewide assessment, please provide a reason for your decision on the form. Contact your student's school to learn more about locally required assessments.

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Consequences of Not Participating in Statewide Assessments

- The student will not receive an individual score. For ACCESS and Alternate ACCESS, the student would not have the opportunity to exit their English learner program.
- School and district assessment results will be incomplete, making it more difficult to have an accurate picture of student learning.
- Since all eligible students are included in some calculations even when they do not participate, school and district accountability results are impacted. This may affect the school's ability to be identified for support or recognized for success.

Check with your local school or district to see if there are any other consequences for not participating.



(education.mn.gov >
Students and Families >
Programs and Initiatives >
Statewide Testing)

Additional Information

- On average, students spend less than 1 percent of instructional time taking statewide assessments each year.
- Minnesota statutes limit the total amount of time students can spend taking other district- or school-wide assessments to 11 hours or less each school year, depending on the grade.
- School districts and charter schools are required to publish an assessment calendar on their website by the beginning of each school year. Refer to your district or charter school's website for more information on assessments.

(Note: This form is only applicable for the 20__ to 20__ school year.)



Statewide Assessment: Parent/Guardian Decision Not to Participate

By completing this form, you are acknowledging that your student will not participate in statewide assessments and will not receive individual assessment results. This form must be returned to your student's school before the applicable test administration.

Student Information

First Name: _____ Middle Initial: _____ Last Name: _____

Date of Birth: ____/____/____ Current Grade in School: _____

School: _____ District: _____

Parent/Guardian Name (print): _____

Parent/Guardian Signature: _____ Date: _____

Reason for Refusal: _____

Please indicate the statewide assessment(s) you are opting the student out of this school year:

☐

MCA/MTAS Reading

☐

MCA/MTAS Science

☐

MCA/MTAS Mathematics

☐

ACCESS/Alternate ACCESS

Contact your school or district for more information on how to opt out of local assessments.

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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

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request 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 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 study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

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 and to apply these procedures uniformly 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, Minnesota Statutes, section 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

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

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, a principal, or the superintendent. A note from a physician or a licensed mental health professional stating that the child cannot attend school is a valid excuse.

[NOTE: This paragraph quotes Minnesota Statutes, section 120A.22.]

- 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 or 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
- (3) 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.

[NOTE: Subparagraph 3 above incorporates the 2024 amendment to Minnesota Statutes, section 120A.22, subdivision 12.]

c. Consequences of Excused Absences

- (1) Students whose absences are excused are required to make up all assignments missed or to complete alternative

assignments as deemed appropriate by the classroom teacher.

2. Unexcused Absences

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

- (1) Truancy. An absence by a student which was not approved by the parent and/or the school district.
- (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) Vacations with family.
- (6) Personal trips to schools or colleges.
- (7) Absences resulting from cumulated unexcused tardies
- (8) Any other absence not included under the attendance procedures set out in this policy.

b. Consequences of Unexcused Absences

- (1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.
- (2) 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.
- (3) Students with unexcused absences shall be subject to discipline in the following manner:
 - (e) After 10 cumulated unexcused absences in a semester, the administration may impose the loss of academic credit in the class or classes from which the student has been absent. However, prior to loss of credit, an administrative conference must be held among the principal, student, and parent.
 - (f) 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, Minnesota Statutes, sections 121A.40-121A.56.

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 or funeral 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 2 unexcused tardies.

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 participation permitted.
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.

III. RELIGIOUS 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

A. Continuing Truant

Minnesota Statutes, section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes, section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes, section 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, junior high school, or high school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minnesota Statutes, section 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:

1. That the child is truant;
2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;
3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes, section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minnesota Statutes, section 120A.34;
4. That this notification serves as the notification required by Minnesota Statutes, section 120A.34;
5. That alternative educational programs and services may be available in the child's enrolling or resident district;
6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;
7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes, chapter 260C;
8. That 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 Minnesota Statutes, section 260C.201; and
9. That 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 the 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 school, junior high school, 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 school 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 Minnesota Statutes, chapter 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. § 120A.34 (Violations; Penalties)

Minn. Stat. § 120A.35 (Absence from School for Religious Observance)
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 a 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 (1975)
Slocum v. Holton Bd. of Educ., 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Bd. of Educ. of New Milford, 475 A.2d 289 (Conn. 1984)
Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)
Gutierrez v. Sch. Dist. R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Bd. of Educ., 38 Ill. App. 3d 603, 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)

Adopted: 11/26/2018

Revised: 10/25/2021
7/22/2024

RESOLUTION ACCEPTING DONATIONS

WHEREAS, Minnesota Statutes 123B.02, Subd. 6 provides: “The board may receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. In that behalf, the board may act as trustee of any trust created for the benefit of the district, or for the benefit of pupils thereof, including trusts created to provide pupils of the district with advanced education after completion of high school, in the advancement of education.”, and

WHEREAS, Minnesota Statutes 465.03 provides: “Any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full.” and

WHEREAS, every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full;

THEREFORE, BE IT RESOLVED, that the School Board of Pipestone Area Schools, ISD 2689, gratefully accepts the following donations as identified below:

Christ the King	\$100.00	Wellness Room

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

and the following voted against the same:

The foregoing resolution was approved this 22nd day of July, 2024

Little Arrows Preschool

Parent Handbook

2024-2025 School Year



Dawn Samuelson – 507-562-6300 or
email dawn.samuelson@pas.k12.mn.us

Jenny Amundson – 507-562-6301 or
email jenny.amundson@pas.k12.mn.us

Anne Shelton – 507-562-6302 or
anne.shelton@pas.k12.mn.us

PLAYING

When I am building in the block room,
Please don't say, "I'm just playing."
For, you see, I'm learning as I play
About balance and shapes.

When I'm getting all dressed up,
Setting the table, caring for the babies.
Don't get the idea I'm "just playing."
I may be a mother or father someday.

When you see me up to my elbows in paint,
Or standing at an easel, or modeling and shaping clay,
Please don't let me you say, "He's just playing." For,
you see, I am learning as I play.
I'm expressing myself and being creative.
I may be an artist or an inventor someday.

When you see me sitting in a chair
"Reading to an imaginary audience,
Please don't laugh and think I'm "just playing."
For, you see, I'm learning as I play.
I maybe a teacher someday.

When you see me combining the bushes of bugs,
Or packing my pockets with choice things I find.
Don't pass it off as "just playing."
For, you see, I'm learning as I play
I may be a scientist someday.

When you see me engaged in a puzzle.
Or "play anything" at my school.
Please don't feel the time is wasted in "play"
For, you see, I'm learning as I play.
I'm learning to solve a problem and concentrate
I may be in business someday.

When you see me cooking or tasting foods,
Please don't think that because I enjoy it, it is just "play."
For, you see, I'm learning as I play
I'm learning how my body works
I may be a doctor, nurse, or athlete someday.

When you ask me what I've done at school today,
And I say, "I played!"
Please don't misunderstand me.
For, you see, I'm learning as I play.
I'm learning to be successful in work.
I'm preparing for tomorrow.
Today, I'm a child and my work is play.

OUR PHILOSOPHY

It is the goal of Little Arrows Preschool to provide high-quality care and education in a safe, nurturing environment to the families and children we serve. Children's school readiness is affected by the early care and learning experiences they receive. With current brain research from children birth to 5 it has shown these influences can help the child's ability to learn and succeed in school. Children will enter kindergarten with the skills necessary for school success!

OUR CURRICULUM

We use Creative Curriculum. With the curriculum, each child can explore and discover as a way of learning. The curriculum enables children to develop confidence, creativity, and lifelong critical thinking skills. There are 10 areas of development and learning within this curriculum. The areas are social-emotional, physical, language, cognitive, literacy, science and technology, social studies, mathematics, the arts, and English language acquisitions. With our curriculum, we use an assessment called TS GOLD. This is completed twice a year for each child that attends. Our preschool also participates in a framework called Classroom Engagement Model (CEM).

CLASSROOM ENGAGEMENT MODEL (CEM)

What is Classroom Engagement Model (CEM)? A framework for using the DEC Recommended Practices to improve engagement, social relationships, and independence for children with and without disabilities; and to promote full participation of every child in a classroom setting.

How does CEM work? Through training and coaching, practitioners increase their ability to engage all children, learn strategies to engage individual children, generate ideas for teaming and collaboration, and expand their understanding of how to use data to drive instruction and intervention. There is a partnership between the families and schools for goal setting.

Why do we do CEM? When children are engaged, they are ready to learn.

CLASS SCHEDULE

3-4 year olds attend Monday/Thursday or Tuesday/Friday either AM or PM

4-5 year olds attend Monday thru Friday either AM or PM

AM Session 8:15-11:15

PM Session 12:15-3:15

TYPICAL DAILY SCHEDULE

During the school day, we follow a daily schedule. Within this daily schedule are circle time, center time, snack time, free choice play time, and outside time (weather permitting). Children will be able to work alone and in groups. Teachers will take observations during the day to identify the children's needs and interests.

SCHOOL CLOSINGS/LATE STARTS

When PAS is 2 hours late we will still have class. AM session will go from 10:15 -12:15

PM session will go from 1:15-3:15.

If there are any early dismissals the afternoon session will not meet. School announcements can be seen on the local weather channel, or heard on the radio, or you can sign up for the school app through the App Store – Pipestone Area MS/HS.

TRANSPORTATION

We have several different options for you to pick from when it comes to transporting your child to and from school. Parents can pick up and drop off their children. Use the parent pick-up and drop-off line in front of the elementary school. Parents can call the Pipestone Transit at 507-825-1180. Parents are responsible for buying tokens/passes and communicating with the transit about where to pick up and drop off their children. If older siblings ride on the bus to or from school; the preschool child can also ride with them. We are also now offering busing from Ludolph Bus Service at 11:15 and 12:15 times. To set up that service call Ludolph Bus Service at 507-825-2303.

DROP OFF AND PICK UP TIME

If you are dropping off your child for either AM or PM session, please do not bring them prior to **7:50** for the morning session and **11:55** for the afternoon session unless you have made arrangements with the classroom teacher. Teachers are planning lessons and attending school meetings.

EARLY DISMISSAL DAYS/Early Childhood Screenings

Your teacher will send a calendar home monthly. On this calendar will be days of **NO SCHOOL**. When there is an early dismissal. Follow the early out schedule provided by your classroom teacher. We do Early Childhood Screenings three times a year at the preschool. When we do those, there will also be **NO** preschool that day.

******New schedule due to the early out schedule on most Wednesdays******

On those, Wednesday's the morning session classes will be held on the 1st & 3rd Wednesday of the month and for the afternoon session classes will be held on the 2nd & 4th Wednesday of the month in the morning.

OPEN HOUSE

We will have an open house before school starts so your child can become familiar with the classroom and the staff that will be there.

SNACKS

We do have a snack every class day. A snack calendar will be sent home every month of who brings the snack on which days. Some examples of snacks include: crackers, cheese sticks, yogurt, pretzels, chex mix, pudding, applesauce, granola bars, or fruit cups.

BREAKFAST/LUNCH

If your child attends the AM session they will be offered breakfast that is provided by the school. If your child attends the PM session they will be offered lunch that is provided by the school.

TUITION

We have a set fee for the Little Arrows preschool program. Each family will fill out a Free/Reduced Meal form and that is how your tuition is based. The **2024-2025** school year Pathway II scholarship applications will be completed by all families. Scholarship funding will be determined if the families meet income guidelines.

3-4 year olds - \$75/month, 2 days a week, Reduced qualification - \$37.50/month, and Free qualification - \$25/month.

4-5 year olds - \$125/month, 5 days a week, Reduced qualification - \$75/month, and Free qualification - \$25/month.

Tuition will NOT be reimbursed due to any E-Learning days implemented.

Please make checks payable to PAS Learning Readiness. **There will be a \$5 late fee for every month your bill is not paid by the end of the month.**

TOILETING

Your child does not need to be toilet trained to attend preschool. If your child wears diapers or other toileting products, send a supply to be left at school. Diapers or pull-ups and wipes. If you are in the process of toilet training let us know what strategies you are using at home so we can be consistent at school. If your child is in the process of toileting and using underwear. In their bag, send dry underwear and pants just in case of accidents.

ILLNESS

If you as a parent feel that your child is not feeling well it is best for them and the rest of the class if they stay home. If your child becomes sick or ill during the school day parents will be notified. For illness purposes please keep us informed on new phone numbers. Below are common illnesses and a guide for you to follow.

*A fresh **cold** – nasal discharge, cough, watery eyes which have developed within 24 to 48 hours and are contagious keep your child home.

*Must be **fever** free for 24 hours before returning to school.

*If your child has **vomited** or had **diarrhea** keep home for 24 hours after symptoms have resolved and the child can keep food and fluids down.

***Strep throat** you must wait 24 hours after antibiotics have begun.

*If your child has **pink eye** they need to have used prescribed eye ointment and should not return to school for 24 hours.

IMMUNIZATIONS

Every child has to have a record of their immunizations in their file. The school nurse will notify you if there is more information needed.

MEDICATIONS

If your child needs to take any medications, they need to come to school in the pharmacy bottle and notes. The medicine can be given to the school nurse.

ABSENCE

If your child is going to be absent for the day let the teacher know. You can either call the office at 562-6204 or email the teacher.

CLOTHING

Please have your child wear comfortable clothing to school. We do some messy activities so do not send clothes that you don't want to get stained. We do art projects, we have playdough in the classroom as well as a sand/water table. Extra clothes can be sent in the backpack or we can store them at school in a Ziploc bag.

DISCIPLINE POLICY

Discipline is a vital component of the learning process of a child. Gentle discipline is a means of teaching, guiding, and training. When boundaries and expectations are clearly defined, children feel secure. By setting rules and clearly communicating expectations, misbehaviors can be avoided and children can develop self-discipline and self-control. Children will be reminded of the rules, redirected, separated from the problem situation, or sometimes given a brief time-out. Time-out is the removal of a child, for a short period of time, from a situation in which the child is misbehaving and has not responded to other discipline techniques. The space is usually a chair and is located away from the classroom activity but within the teacher's sight. During the time-out, the child has a chance to think about the misbehavior which led to their removal from the group. After a brief interval, the teacher discusses the incident and appropriate behavior with the child.

PIPESTONE AREA ELEMENTARY

STUDENT/PARENT HANDBOOK SIGNATURE PAGE

After reading the Student/Parent Handbook, please sign the appropriate lines below and return the form to your child's classroom teacher.

We, the parent (s)/guardians of, agree to follow the policies outlined in the student handbook for the current school year. We recognize the right and responsibility to discuss the rules and policies with our child and recognize it is the right and responsibility of the staff and teachers to make the rules and reinforce them.

Student name _____

Signature of Parent/Guardian _____

Date _____

Signature of Parent/Guardian _____

Date _____

I have read the handbook and understand the policies including the updated tuition section. _____ (initial)

Please sign and return this page to the office.

Pipestone Area Schools

2024 - 2025

Elementary Student & Parent Rights and Responsibilities Handbook



Pipestone Elementary School

Pre-K—5

1401 7th St SW

Pipestone, MN 56164

Dear Pipestone Area Students and Families,

Welcome to Pipestone Elementary School – Home of the Arrows! As we are about to start the 2024–2025 school year, I hope you have had a restful, yet adventurous summer and are ready to embark on ~~our~~ an exciting year of teaching, learning and growing.

It is my great pleasure and honor to lead the Pipestone Elementary team and serve you as the elementary principal. I look forward to working collaboratively as a family to ensure our students are provided with the best, most engaging and rigorous educational experience possible.

As we begin our journey together, it is my mission to make this school year the best one ever. I view education as a life-long process and believe students are at the center of all school-related decisions. Most importantly, I place great value on building relationships to cultivate a positive school culture and climate where every individual feels safe, valued, loved, respected, and has a sense of belonging.

The pages of this handbook are filled with important information regarding school policy and procedures. Parents/Guardians and students should review the content together. Open and clear communication between school and home is important to the success of our students and our education program. I look forward to our school year ahead as our team creates rich academic experiences and while fostering each child’s social, emotional, and physical well-being.

I have an open-door policy and value every stakeholder’s opinion. I wholeheartedly welcome your conversation and positive input throughout this school year. I am eager and excited to dedicate my time to serving the Pipestone Elementary family. Together we will make a long-lasting positive impact on our students. Here’s to an amazing school year!

With Leadership Pride,

Jennifer Moravetz

Mrs. Jennifer Moravetz
Elementary Principal

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Pipestone Area School District #2689

Pipestone Area Middle/High School

(grades 6 - 12)

1401 7th St SW - Pipestone, MN 56164

Phone: (507) 825-5861 Fax: (507) 825-6729

Pipestone Elementary

(PreK - 5)

1401 7th St SW - Pipestone, MN 56164

Phone: (507) 562-6200 Fax: (507) 562-4820

Heartland School

(grades K - 8)

2171 100th Avenue - Lake Benton, MN 56149

Phone: (507) 368-3250 Fax: (507) 368-3250

Pipestone Area Schools website

<http://www.pas.k12.mn.us>

General Information

Arrival & Dismissal Times and School hours

Students may enter the building starting at 7:30am to eat

breakfast or go to recess.

First Bell rings	8:05 a.m.
Classes begin	8:15 a.m.
Dismissal	3:15 p.m.

Elementary Office hours are from 7:00 a.m. to 4:00 p.m. Monday through Friday. If you should need to contact the office for any reason during this time, the telephone numbers are:

- Pipestone Elementary 507 - 562 - 6200
- Pipestone Area Middle/High School 507 - 825 - 5861

Voice mail is available in the main offices and classrooms in the event that no one is available to answer your call. Summer office hours are subject to change and will be posted on the school website as well as on the school doors.

After School Plans

The school maintains a file with student's registration sheets, which includes after school plans. If at any time during the year, those plans change, please notify your student's teacher as well as the main office.

Bicycles

If your child rides their bike to school, all bicycles must be parked in the bicycle racks provided. The school district does not assume responsibility for damaged or stolen bicycles.

Bus Transportation

ISD #2689 contracts with Ludolph Bus Service. The bus service phone number is 507-825-2303.

According to Minnesota Law, riding the bus is a privilege. It is important to maintain a safe environment for all bus riders. If the rules are not followed, the privilege to ride the bus may be withdrawn. Serious violations or continued misbehavior may require permanent removal from the bus. See pg. 29 under student conduct for bus rules.

Dress Code

Students need to dress appropriately for the school day, weather, and activities in school. Good grooming and proper dress ensure safety and sets the atmosphere; therefore each student in attendance is to be dressed in good taste and properly groomed. Students will not wear clothing **which is includes, but not limited to "short shorts", skimpy tank tops, tops that expose the midriff**, offensive, promotes alcohol, drugs or tobacco products while in the building or at school sponsored activities or events. **See school board policy #504 for more information.** Students wearing such apparel will be required to call home for a change of clothing, **be** asked to turn the article inside out, or **will be provided clothing at school to change into.** Parents/**guardians may be** ~~are~~ asked to provide an extra set of clothing for your child to keep at school.

Elastic Clause

The student handbook does not include everything that may possibly happen during the school year. If any situation not specifically covered should arise, the administration will make every effort to act fairly and quickly. The best interest of the student, school, and community will be considered. Each situation is different and will be handled on an individual basis.

Emergency Plans & Drills

The district's school board members have a written plan regarding tornado or emergency evacuations of the buildings. School personnel have a specific written plan regarding the complete procedure for each and is reviewed each year by the Site Council.

All staff and students will participate in emergency evacuation drills, ALICE drills, as well as fire and tornado drills **are-held** throughout the school year for the protection of all persons in the building.

Emergency Phone Numbers

We must have on file the name, address and phone number of a relative or friend in case we cannot reach you in an emergency. ***It is important that this record be kept current.*** Please notify the office if there are changes or additions during the school year.

Gifts

Gifts such as flowers and balloons delivered to the school are discouraged. If such gifts are delivered, they will be kept in the office and will be given to the student at the end of the school day at 3:15pm.

Gym

Students have PE each day. If a student must miss PE for injury or illness, a note must be written and signed by the parents stating the injury, PE restrictions, and the timeframe for the restrictions. A doctor's note is preferred.

Library

Students check out library books once a week. The replacement cost of the book is owed in the event that the student loses or damages a library book. It is school policy that students having an overdue or lost library book(s) at the end of the school year will NOT be issued final report cards until the items are returned or paid for. Should the student not return the library book or pay for the cost of damages, the school reserves the right to consider alternative consequences.

Lost & Found

Each year we have a large collection of clothing which has not been claimed. Remind your child to check the lost and found area located outside the main office when something

disappears at school. Pictures of lost items will be sent out via SeeSaw as well. Lost articles that are not claimed by the end of the school year will be given to charity. We are not responsible for lost items.

The following considerations should be taken to help eliminate lost items:

- Clearly label your child's coats, sweaters, caps, mittens, gym shoes and boots with full name.
- When an article is lost, have your child report the loss as soon as possible.
- Use caution in allowing articles of sentimental or monetary value to be brought to school.

Money

Students are discouraged from bringing cash to school. Paying by check eliminates the problem of money being lost on the way to school. Please make checks payable to: Independent School District #2689 or Pipestone Area schools.

Party

Party invitations are not to be handed out at school. This helps to prevent hurt feelings among students who may not receive an invitation.

Invitations

Photo & Video Use

Photos of students are taken throughout the school year and are frequently published on social media or on other platforms through the school district. During our Back to School Open House, a consent form will be included in your child's informational packet. Fill out this form to approve or deny permission to have your child's photo taken and placed on social media. Contact the school office if you did not receive this form.

Pledge of Allegiance

Pipestone Elementary Schools will recite the Pledge of Allegiance daily during the school year. Any student who wishes **NOT** to participate in the reciting of the pledge may do so and other students shall respect that right.

Security

To provide a safer environment for all students and staff, the following safety practices will be followed each school day:

ALL doors will be locked after 8:15am to the elementary school. Any entry into the building must be through the front doors and follow security procedures provided.

All visitors/guests are expected to enter through the main doors (via the intercom) and report to the main office to follow the current registration practice. Upon arrival, guests must state their purpose for their visit, check-in, and then check-out when leaving the building. **All visitors must check in through**

the rapport system located in the main elementary office with their driver's license. Visitors must wear their visitor's badge while in the building.

Security cameras have been installed throughout the elementary to office personnel to monitor activities inside and outside of the school building which will help to provide a safer environment for all students and staff.

Smoke/Tobacco-Free Environment:

Smoking and use of tobacco products is prohibited by students and adults within all owned and leased school buildings and school vehicles of Independent School District #2689.

Telephone Calls

Students may not be interrupted during the school hours by outside calls and messages **except in case of an emergency**. If it is necessary to reach your child at school, the office manager will relay the message to your child's classroom teacher. In most cases, teachers will not answer calls to their classroom when they are instructing students. Any contact should be made before or after school. You may also make contact with the teacher via email or voicemail.

Visiting the School

Parents/guardians, community members, and guests are always welcome to visit our school building. All visitors must comply with safety protocols, state their reason for visiting, stay in the designated area of their visit and may not disrupt the student learning process or employee working environment. If you wish to visit the elementary, please contact the main office ahead of time. In order to provide a safe and secure environment for our students, the district policy requires that **ALL** guests who come into the building must register in the main office **and go through the rapport system**. You will be given a name tag to indicate you have been in the office. Your cooperation **each and every time** when you visit our schools is greatly appreciated. The building principal reserves the right to revoke permission and access to the elementary school if safety protocols are not followed or if the visit is not in the best interest of students, employees or the school district. See school board policy #903 for more information.

Weather Guidelines

Exercise, fresh air and play are important components in the daily routines of our students. As the weather changes to cooler temperatures, it is important that students come to school with appropriate clothing. Students will spend time outside in the morning and for noon recess every day except for rainy or extremely cold conditions. In general, students will stay indoors if the Fahrenheit temperature or wind chill value is **BELOW** zero or at the discretion of the principal and/or playground supervisor. Pipestone Schools uses the AccuWeather.com or FirstAlert Weather website for their weather information. Playground supervisors may cancel

outside recess if weather conditions deteriorate and students are already on the playground.

The school requires that students wear snow pants and boots when snow/slush is present on the playground. Also, please prepare your child with caps, gloves, and a coat. If parents/guardians need assistance in obtaining winter clothing, contact your student's teacher. Students who do not wear snowpants and boots will be required to stay on designated areas (cemented areas). When staff feels the playground is safe and temperatures start going above 65 degrees, students may no longer be required to wear these winter items. Please make sure there is an extra set of clothes for your student in case they accidentally get wet or muddy.

Weather/Emergency Dismissal

Official announcements regarding the operations of School District #2689 will be broadcasted on the following stations:

- KLOH - 1050 AM
- KISD - 98.7 FM
- KELOLAND Closesline
- Dakota News Now
- School Messenger

Listen and watch for these announcements, **PLEASE DO NOT CALL THE SCHOOL.**

All bussed families must list a residence their child(ren) can stay at in case school is in session and the busses do not travel due to inclement weather. Bussed students will be instructed to remain at their designated storm homes. This information is included in the student information sheet handed out at the beginning of the school year.

Attendance

The attendance expectation for students of Pipestone Elementary is to attend school every day possible. The PAS Elementary goal for all students is to achieve 96% attendance for the year, which would be no more than 7 excused or unexcused absences for the year.

Severe/Chronic—less than 91% (15 or more absences)
Chronic—92-93% (11-14 absences)
At Risk—94-94% (7-10 absences)
Satisfactory—96-99% (1-6 absences)
Exemplary—100% (0 absences)

Consistent school attendance leads to consistent academic progress. Minnesota State Statute requires that children attend school. For students under the age of 12, it is presumed that it is a parental responsibility to ensure the child's attendance. The principals and staff of the Pipestone Area School District will take the responsibility to promote consistent school attendance through an early intervention plan. Parents must notify the school on the day their student is absent or tardy. Please notify the school NO LATER than 9:00

am. The school office manager will attempt to call the parent/guardian before 11:00 am to verify all student absences if no notification is received. Keep the school updated on changes to telephone and e-mail contact information.

Below there is a list of excused and unexcused absences and some of the factors used to make that determination. This is not a complete list. The school remains the final decision maker as to whether or not an absence is considered excused. If a student is absent without lawful excuse on three or more days or any part of the school day, they are considered **as** truant. Truancy is a violation of Minnesota State Law (see Truancy on page 12). The law also mandates that parents compel their children to attend school. There are potential criminal penalties if a parent fails to do so. This can include fines and potentially jail time.

Research data tells us that students who become truant do not perform as well in school as those who attend school each and every day. Truancy could also lead to a student dropping out of school and sabotaging their opportunity for future employment success. The community, schools, parents and the student share in the responsibility to promote regular attendance.

Periodically, requests are received from parents to have their child excused from school for reasons other than illness or family emergency. If a parent decides to keep a child out of school for a special vacation, please inform the teacher and the school office prior to the absence. **A plan for completion of student work will be created by the teacher and family.**

*Students returning to school following an absence will be expected to complete appropriate assignments within a reasonable period of time **set forth by the teacher.**

*Leaving school grounds without permission of school personnel shall be subject to disciplinary action.

Excused Absences/Tardies

Included, but not limited to...

- **Appointment** (Medical, dental, mental health)
- **Family Emergency**
- **Funeral**
- **Religious holiday**
- **Late bus**
- **Weather**
- **Illness/hospitalization**
 - Doctor's note required if absent 3 days or longer OR if within chronic absence range
- **Out of town/Vacation**
 - Prior notice and making up work ahead of time required * No more than 5 days for a **school year**, without approval from principal

Unexcused Absences/Tardies

Included, but not limited to...

- **Need for sleep/rest**
- **Missing the bus**
- **Employment/child care issue**
- **Illness/hospitalization**
 - without a doctor's note if gone more than 3 days or within chronic absence range
- **Out of town/vacation**
 - without prior notice and making up work ahead of time *if more than 5 vacation days for the year without principal approval

Tardiness

One of the most valuable life skills a student can learn is the responsibility of arriving at school every day on time. **Any student who is NOT in his/her classroom by 8:15 a.m. will be considered tardy.** Students must report to the office to get an admittance slip if they enter the building after the 8:15am bell. It is the responsibility of the parents to get their children to school on time.

Students arriving after 10:00 am will be marked absent for a **1/2 half** day. Tardiness is included on our **student** attendance ~~student~~ records and without an excused reason for the tardy, the **1/2 half** day absence will be considered unexcused. When a student accumulates five unexcused tardies, the tardies will be considered one unexcused absence. Each five unexcused tardies accumulated thereafter will result in an additional unexcused absence.

Truancy

Policy

Pipestone County Truancy Project 2007-2008
Adopted by Pipestone Area & Edgerton Public School Districts, 4/21/08

Code sections in **bold** updated for PAS Elementaries 4/10/16

What is the definition of truancy?

There are two classifications of truancy according to Minnesota law.

1. A **continuing truant** is a student, under the age of 18, who is absent from attendance at school without lawful excuse for:

**** 3 or more days in one school year in elementary school; or
** 3 or more class periods or 3 or more days in one school year in middle, junior and senior high school.**

(Minnesota Statutes 260A.02, subd. 3)

2. A **habitual truant** is a student, under 18, who is absent without a valid excuse for:

****7 or more days in elementary school; or
1 or more class periods on seven school days or seven or more days in middle, junior and senior high school.

(Minnesota Statutes 260C.007, subd. 19)

District/School Responsibility

The school is the arbitrator of whether or not a student's absences are excused or unexcused. Examples of excused absences could be parent/doctor verified illness, family emergencies and medical/dental appointments. Examples of unexcused absences could be overslept, babysitting, missed the bus and no call/note from the parent. Family vacations may be considered unexcused if prior arrangements have not been made with the school.

The district, under the umbrella of the mission of public education, shall provide instruction to every child between the ages of 7 and 18 (Minnesota Statute 120A.22, subd. 5). This means according to Minnesota Statute 260A.03, a child who has **one to three unexcused absences, the parent/guardian must be notified** immediately. The school is legally responsible to begin the intervention (see Truancy Intervention Levels) which includes parent/guardian notification. It also includes the school setting up a meeting with a parent and child (and Family Services after 3-6 absences) and/or detention for the child. **A school is required to report the student in violation of the law at seven unexcused absences** according to Minnesota Statute **260C.143**.

Parent/guardian Responsibility. Parents hold primary responsibility for their child's attendance at school (MN Statute 120A.22, subd. 1). Failure for parents to compel their children to attend school could result in criminal penalties. **(Minnesota statute 120A.34)**

Any student between the ages of 17 and 18 may withdraw from school if the student's parents or guardians do the following:

- **Attend a meeting with school personnel to discuss the educational opportunities available to the student including alternative education opportunities; and
- **Sign a written election to withdraw.

Pipestone County's Responsibility

Upon receipt of the Truancy Offense Report and Referral form from the school:

- **Review the information to ensure that the Truancy Offense Report and Referral form is complete.
- **Participate in a team meeting with the child/family/school.
- **Provide intervention and services as needed to assist the child to return to school and stay in school.
- **Involve the court only when necessary.

Levels of Intervention

Level I School/Parent Intervention

1-2 Unexcused Absences

- Letter to parent(s) with the School Truancy Policy included as well as the student's attendance record
- Explanation of attendance laws
- Communication with parent(s)/guardian
- Transportation alternatives
- Provide incentives for good attendance or behavior

Level II Chronic Truant

School/Parent/Community/Social Services Intervention

3-6 Unexcused Absences

- Monitor attendance
- Meet with parent(s), student, Social Services and relevant community referrals
- Individual and/or family counseling referrals
- Tutor, mentor or peer helper services
- Provide incentives for good attendance or behavior
- Individual behavior/academic contract with student

Level III Habitually Truant

School/Parent/Community/Social Services and Court Intervention

7 or more Unexcused Absences

- Mandated Educational Neglect report to Social Services
- Provide incentives for good attendance or behavior
- Individual behavior/academic contract with student
- Referral for County Attorney for court involvement which may include:
 1. Community work service or Sentence to Serve Crew
 2. Psychological and/or chemical dependency evaluation and counseling
 1. House arrest
 2. Out-of-Home placement
 3. Revocation of driver's license until the age of 18

Truancy Meeting

1. School identifies students that would be deemed "chronic truant" (5 unexcused absences) or chronically absent (attendance rate less than 94%, 11 or more absences for the year).
2. School sets up a meeting with student's parents, giving the parents at least a week's notice.
3. Have the meeting. School will present updated attendance, grades, and missing assignments at the meeting.
4. If attendance doesn't improve:
 - A. Social worker will set up another meeting.
 - B. The school may have to file educational neglect report.
5. Through the process, follow-up letters and calls will be

made to families by the school social worker.

Academics

Communication/Conferences

Parent-teacher Conferences will occur during the Back to School Open House in August prior to the first day of school **and in November**. If you would like to schedule a conference at any point during the year, please contact your student's teacher during school hours. Student-led conferences will take place in February. Teachers will be communicating on-going with families throughout the school year.

E-Learning

Days

In the event of a school closure due to inclement weather, learning expectations for all students may continue through "e-learning" activities, which will serve as student contact days. Thank you for partnering with us as we strive to provide meaningful, Minnesota State Standards-aligned, learning activities for our students.

At the Elementary Level, learning activities may be a combination of, but not limited to: Seesaw, google assignments, **paper/pencil activities, or a choice board**. E-learning assignments, developed by your child's teacher, provide academic progress and knowledge for students, continue classroom instruction and provide an accountable means for students to show learning. Students will be required to turn in their e-learning assignments and teachers will be required to grade materials. Teachers will communicate when assignments are due and in most cases will be due no later than 2 days after an e-learning day occurs.

Teachers will communicate with parents/guardians regarding how students can get help (or ask questions) about their e-Learning Day assignments. Teachers will be available to students during regular school hours by **phone**, email or online processes (seesaw, email, etc.). **If a teacher is absent during an e-learning day, that teacher's class will have an e-learning day and attendance will not be impacted.**

Attendance will be taken the following school day and will be dependent upon if e-learning **work** ~~or~~ is complete and/or turned in.

E-learning days will be announced via the school website, facebook, ~~twitter~~, PAS app, and the School Messenger alert system.

Students whose family chooses to not participate in the e-learning day are reported as absent. It is up to the school whether to consider this an excused absence, according to Minnesota Statutes, section 120A.22 subdivision 12.

Minnesota Department of Education (MDE) e-Learning Days (MN statutes, section 120A.414)

The Minnesota Department of Education (MDE) e-Learning Days statute outlines how Minnesota school districts implement these instructional days. According to the statute:

- Definition: “E-learning day” means a school day where a school offers full access to online instruction provided by students’ individual teachers due to inclement weather.
- Each students’ teacher must be accessible both online and by telephone during normal school hours on an e-learning day to assist students and parents.
- Notify parents and students at least two hours prior to the normal school start time that students need to follow the e0learning day plan for that day.
- Notify parents and students of the e-Learning day plan at the beginning of the school year. (Notification for the 2019-2020 school year occurred during conferences.)
- Accommodations for students without sufficient access to the internet, hardware or software in their homes. (School administration, teachers and other staff continually work with families to ensure equitable access to online resources or the assignment of alternative resources or assignments.)

Report

Report cards for grades **Pre-K-5** are issued at the end of each quarter. Students are evaluated in all subject areas as well as in study habits and social-emotional growth areas.

Cards

Testing

MCA tests are given in April and May to students in grades **3rd**, **4th** and **5th**. This is the high stakes State test which compares and ranks all elementary schools in Minnesota. The tests are done for the subjects of reading and math. Testing dates are found on the school website under Curriculum/Teaching & Learning.

Formative Assessment System for Teachers (FAST) tests are given three times each year to grades **K - 4 5**. This computerized test includes reading, math and language arts. The test questions adjust to the student responses to gauge the skills of each student. Results of the test will indicate the strength and weaknesses of students to better differentiate instruction for each student throughout the year.

Special Programs & Supports

In order for a student to be placed in a specialized program, the child must be referred to the Child Study Team. Teachers usually begin this process by referring to the student and stating concerns. A parent may also make a referral. Members of the Child Study Team include the principal, school psychologist, school nurse, special education teachers, speech therapists, para-professionals and the referring teacher.

Assessment

The Child Study Team will determine if an assessment is necessary and who will administer the assessments. The assessment and staffing must be completed within 30 school days and reviewed with appropriate school personnel and the parents.

Program

If a child qualifies for one of the programs, an individualized education plan (IEP) is developed and the child is placed in the program with parent permission. The IEP identifies the student’s needs, goals, and objectives and also lists the school personnel responsible for providing a specified service. Each student’s IEP is reviewed annually to assess progress and to determine if any modifications need to be made to the student’s program.

Planning

Special Education

Pipestone Area Schools makes every effort to locate, evaluate, and educate all special needs children under provisions of the Individuals with Disabilities Education Act of 1997, Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Programs and services are provided for eligible students in the areas of autism spectrum disorders, deaf and hard of hearing, deaf/blind, developmental delay for students under the age of 7, developmental cognitive disability, emotional or behavior disorder, other health disabilities, physically impaired, severely multiply impaired, specific learning disability, speech or language impairment, traumatic brain injury, or visual impairment.

If a parent is concerned about their child’s progress in school, they should bring their concern to the attention of their child’s teacher or principal, so that staff are aware of the concerns and can implement instructional support strategies and interventions as needed. If attempts have been made to address the concerns and the child continues to experience difficulties, a referral for special education evaluation can be made. These evaluations are made in order to determine whether the child’s lack of progress is related to a specific educational disability. Parents will be asked for their written consent for the evaluation.

Food Services

In accordance with the State Health Department recommendations, school district policy prohibits food prepared at home to be brought to school for class parties, treats and snacks. This policy DOES NOT include school lunches. **We recommend that NO pop or candy be given to students for their lunchtime meals.**

Breakfast & Lunch– Provision & Payment

Our district offers breakfast and lunch at school. **Starting the**

~~beginning of~~ During the 2023-2024 2024 - 2025 school year, all first servings of school breakfast and school lunch will be provided at no cost to families. Any grade level student may purchase an additional breakfast item, juice or milk for an additional cost. Any 4th or 5th grade student may purchase an additional lunch entree or milk for an additional cost.

To participate in the school's lunch program, **all accounts must be paid in advance** at all times. Family balances are available on Schoolview. Families are expected to have a positive balance in their students' accounts.

Backpack

Program

Our public school provides free breakfast and lunch meals to families. ~~In some instances, if it weren't for these meals, our school-aged children would be trying to learn on an empty stomach.~~ The Pipestone Backpack ~~program~~ provides elementary students who qualify for Free or Reduced meals a pack filled with nutritious, easy-to-prepare foods for students until access to the school meal program resumes. ~~The program~~ **We** will be providing 2 pieces of fruit, 2 breakfast items, 2 lunches, and 2 snacks. If there is an extended weekend, ~~we will pack for~~ one additional day **will be packed**. We will never pack for more than three days because of the size of the bag needs to be manageable for children. The food will be placed in bags and then put into your student's backpack as **discreetly** as possible. Please contact Jennifer Dunn in our HR department **for questions or to sign up**.

For more information about Food Service programs, please visit: <https://bit.ly/2JBjDwr> **Food Service Director can be reached at 507-562-6018.**

Free & Reduced

Independent School District #2689 participates in the National School Lunch Program. This allows children from households that meet certain household sizes and monthly income criteria to receive either a free or reduced price meal. You may apply for these benefits at any time during the year by notifying the school office and requesting the appropriate forms or you can find them online under Food Services. Your application is strictly confidential and will be used only to determine eligibility and verification of data. **Even though all meals are free, filling out this form will provide the school district with more resources to educate our students.**

Food Allergies & Other Meal Accommodation Requests

If your student has food allergies or may require any other special meal accommodations for any reason, please complete the appropriate paperwork through the Food Services personnel.

Health Services

School nurses will provide health services for students at Pipestone Elementary and Middle School/High School. Please alert the school nurse if your child has a health concern that could affect his/her learning.

Vision and hearing screenings will be held regularly. Parents/**guardians** will be notified if results are not within normal limits. Routine screenings are not intended to replace medical check-ups by your doctor.

Accident

Policy

All accidents must be reported to the nurse's office as soon as possible. A written report will be completed by the school personnel involved with the accident and given to the building principal. Parent's will also be notified of the occurrence.

Health/Medical Policy

The 1987 Legislature passed a statute dealing with giving medication in school. The statute is as follows:

"A licensed school nurse or, in the absence of the nurse, a principal, teacher or secretary may administer medication prescribed for a pupil under the conditions set forth in this section. Administration of medications by school personnel must only be done according to the written order of a licensed physician and written authorization of a parent.

Medication to be administered must be brought to school in a container appropriately labeled by the pharmacy or physician. Medications that are not taken orally or that have the potential of dangerous side effects may be administered by a licensed school nurse/public health nurse."

Illness

When a child develops a fever or other symptoms of illness, the parent/guardian or other person listed on the emergency form will be notified. **A child may return to school once they have been fever free for 24 hours. It is the parent/guardian's responsibility to provide transportation home for the child.** This should be done as soon as possible.

Upon returning to school, the student should have a written note or telephone call from the parent/**guardian** stating a reason for the absence. If a child is absent for three or more consecutive days, the family may be contacted by the school health personnel, and should have a doctor's note upon their return. A child who has been absent from school for several days because of an infection or contagious disease, is required to present a statement from a doctor upon returning to school. Contagious diseases such as pink eye and impetigo must be treated for 24 hours prior to your child returning to school.

****Please note:** If your student is found to have **live** head lice, fleas or scabies, you will be notified and your student will be sent home. It is the expectation of the school that you and your student(s) will seek the appropriate medical attention

immediately. Appropriate steps need to be performed to your home IN ADDITION to those being done on your student and family. Your student(s) may then return to school after the appropriate treatment(s) have been performed.

Immunization Policy

Parents/guardians will be asked to show the school nurse that immunizations have been given or have been started. If there is a medical reason why the child cannot be vaccinated, or if a parent/guardian objects to the immunization, this must also be documented and notarized.

Immunizations are required by law according to the Minnesota School Immunization Law (Minnesota Statutes 1988 Section 123.70). These are required in order to stay in school, for the safety of the other students and in order for graduation.

Medication/Prescription Policy

Students may take medication during school hours according to the following procedures:

1. **Non-Prescription:** Medications available without a prescription (over-the-counter) should be brought to the school in their original containers and left with the school nurse. **This includes cough drops.** A permission form will need to be completed by the parent.
2. **Prescription:** There will be forms at the doctor's office that can be filled out when a prescription is written, thus parents will immediately have the written order of the physician and the prescription bottle. Please consider adjusting medication schedules so it may be given at home.
3. **Medication:** Students who require daily prescription medication **MAY NOT** carry it on their person or keep it in their desk or locker. Medication **must** be in the original container and left with the nurse. A permission form must be completed by the parent. Students with asthma or allergies may carry their own prescribed inhaler if a doctor's order for the same is on file in the health office.

Student Conduct & Discipline

The staff at Pipestone Elementary Schools recognize the rights of all students and staff and understand their right to be respected. We have three behavior expectations of Pipestone Elementary students. We expect them to conduct themselves in a safe manner, be respectful, and act responsibly. **Many things fall under these three categories.**

Time will be spent throughout the year teaching students what behaviors are expected. Positive behavior is encouraged with rewards and recognition. When a child does not meet the behavioral expectations, we will attempt to understand the behavior and help the child to determine if the chosen behavior got the response the child was seeking. At the Pre-K

to grade 5 developmental level, children are learning about how to handle situations that come up in their lives. Hopefully, with our guidance, our students will learn to explore options and choose the best actions. If inappropriate behavior continues, the teacher will notify the parent/guardian **and/or the Dean of Students and principal.** Other consequences might include removal from the situation, loss of privileges, or be given detention. Instances of severe, prolonged or frequent misbehavior may be referred to the office. **See school board policy #506 for more information.**

Although the student expectations listed above are written in a broad manner, they will be made more specific by each classroom teacher through instruction throughout the school year. The teacher's purpose in providing instruction will not only be to produce a given behavior, but to help each child see himself/herself as the kind of person who is responsible, respectful, safe and caring.

Bullying Prohibition

Bullying Policy #413 & #514

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment.

"Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:

1. An actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or 2
2. Materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services or privileges.

The term, "bullying," specifically includes cyberbullying as defined in the policy. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound or data, including a post on a social network Internet website, or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.

1. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in

accordance with the school district's policies and procedures, including the school district's discipline policy.

For additional bullying information, go to the school website, district tab and click on "Safe and Supportive Schools"

This link gives the full district policy, the law it is based upon, as well as resources parents and educators can use when addressing bullying with their students.

Cell Phones/Gizmo Watches

Cell phones or gizmo watches are NOT to be used during school hours. Please leave them at home. All electronics brought to school from home must follow school technology policies while in the building. Devices MUST be turned off during school hours unless otherwise approved by the classroom teacher. Violations of this policy may lead to the cell phone/gizmo watch being confiscated by the teacher and building principal and will need to be picked up in the main office by a parent/guardian. The school is not responsible for lost, damaged, or stolen items brought to school by students.

Policy Against Religious, Racial, and Sexual Harassment and Violence

Everyone at District 2689 has a right to feel respected and safe. Consequently, we want you to know about our policy to prevent religious, racial or sexual harassment and violence of any kind.

A harasser may be a student or an adult. Harassment may include the following when related to religion, race, sex or gender.

- A. Name calling, jokes or rumors.
- B. Pulling on clothing.
- C. Graffiti.
- D. Notes or cartoons.
- E. Unwelcome touching of a person or clothing.
- F. Offensive or graphic posters or book covers.
- G. Any words or actions that make you feel

uncomfortable, embarrass you, hurt your feelings or make you feel bad.

If any words or actions make you feel uncomfortable or fearful, you need to tell a teacher, para-professional, counselor, the principal or the Human Rights Officer.

You may also make a written report. It should be given to a teacher, counselor, the principal or the Human Rights officer. Your privacy will be respected as much as possible. We will take seriously all reports of religious, racial or sexual harassment or violence and will take all the appropriate actions based on your

report.

The school district will also take action if anyone tries to intimidate you or take action to harm you because you have made a report.

This is a summary of the school district policy against religious, racial and sexual harassment and violence. Complete policies are available in the Superintendent's Office upon request. See school board policy #413 for more information.

Religious, Racial and Sexual Harassment and Violence Are Against The Law.

Discrimination is against the law.

CONTACT:

Dr. Klint Willert

Human Rights Officer

Pipestone Area Schools

1401 7th St SW

Pipestone, MN 56164

Phone: (507) 562-6068

Technology & Internet Use

The Pipestone Area School Technology and Internet Use policies and practices are laid out in school board policy #524. The technology & internet use information will be distributed to all families to sign-during Back to School Open House at the beginning of the year.

Vandalism

If any school property is damaged due to inappropriate acts or behavior by a student, the principal shall assess the cost against the student and/or parent/guardian and will determine any other disciplinary action for the student.

Weapons Policy

A dangerous weapon may be many things. It includes guns, switchblades, brass knuckles, nunchucks, certain liquids & pellet guns. It does not matter whether the gun is loaded or unloaded. A dangerous weapon includes any device or instrument designed as a weapon or through its use, is capable of injury. Bringing a dangerous weapon, a replica weapon or a BB gun onto school property is a violation of Minnesota law and the Federal Gun-Free Schools Act. It is a serious violation and is called a **felony**. Law enforcement officials will be notified when this policy is violated. **You may NOT possess a dangerous weapon at any time on school property** producing great bodily harm or death.

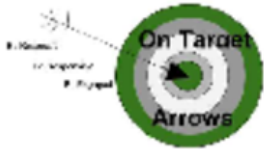
A replica firearm is defined as a device or object that is not defined as a dangerous weapon, and that is a facsimile or toy version of, and reasonably appears to be a pistol, revolver, shotgun, sawed-off shotgun, rifle, machine gun rocket launcher or any other firearm.

Possession on school property includes on a school bus, on any property leased or owned by the school and whether the school is public or private. Violation of this policy will result in penalties including expulsion from school in addition to statutory penalties, which include significant fines and prison.

See school district policy #501.

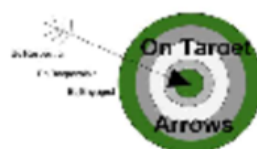
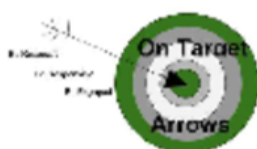
On Target Arrows

The following pages are examples of tools the elementary schools will be using to create consistent behavior expectations and consistent intervention and discipline protocols.



Behavior Exp

Noise Levels	Classroom/Flex Area	Lunchroom	Hallway/Stairs
VOICE LEVELS	*Use inside voice 0, 1, 2, 3	*Use inside	*Use inside voi



Behavior Expectations

On-Target Arrows are engaged. 	*Whole body listening *Follow staff directions *Try your best *Participate in activity/lesson	*Enjoy your meal *Remain seated *Raise your hand for help	*Whole body listening	*Go to bathroom *Flush *Wash your hands	*Listen for the bell or whistle to line up promptly *Use equipment appropriately	*Be aware of the "Danger Zone" *Remain seated	*Be on the intended tab/website/app *Participate in activity/lesson
Adult Role *Use specific praise in every area	*Post, teach, and reinforce behavior matrix	*Use active supervision (move, scan, and interact)	*Be present during passing transitions in the hallways and stairs	*Actively listen to ensure appropriate behavior *Ensure students wash their hands and put garbage in the receptacles	*Use active supervision (move, scan, and interact)	*Ensure students are safely getting to and on the bus and acting appropriately	*Teach and monitor online safety and appropriate usage

Pipestone Area Elementary strives to create a community of "On Target Arrows" who are responsible, respectful, and engaged.

**This is a draft/working document June 6, 2022*

Classroom Managed-vs-Office Managed Behaviors

Classroom Managed (Minor) Most behaviors will be classroom managed	Office Managed (Major)
● Profanity or Obscene Gestures ● Disrespecting Personal Boundaries ● Disrespect ○ Low-intensity, socially rude or dismissive messages to adults or students ● Disruption ○ Low-intensity but inappropriate disruption ● Defiance ○ Brief or low-intensity failure to follow directions or talks back ○ Example: Refusal to do work ● Technology Violation ○ Off-Task Usage ● Lying/Cheating ○ First Offense ● Picking on others ***Students with an IEP/Behavior plan MUST be followed and may render different circumstances and consequences. ***MOST BEHAVIORS WILL BE CLASSROOM MANAGED!!!	● Physical Aggression/Fighting ● Bringing Weapons to School*** ● Technology Violation ○ Sexual Material, Bullying, and Threatening Behavior ● Lying/Cheating ○ Second Offense ● Stealing ● Vandalism ● Elopement ○ Leaving the classroom without the teacher's permission ● Bullying ○ Bullying includes any repeated written or verbal expression, physical act or gesture, or pattern thereof, by a student that is intended to cause or perceived as causing distress to one or more students ● Harassment ○ Related to gender, ethnicity, sex, race, religion, disability, physical features, or other protected class¹ ● Continual Minor Behavior ***Students with an IEP/Behavior plan MUST be followed and may render different circumstances and consequences.

3 referrals = conference with principal, teacher, call home to parents

6 referrals = Conference with parents/guardians in-person

9 referrals = missed quarter party

¹*Check with the case manager for students with an I.E.P.

*If other behaviors arise it is up to the teacher's and principal's discretion

Last Updated 6/6/22

July 2023 - June 2024

July 2023

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2024

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

1 – New Year's Day
10,17,24,31 Early Dismissal 2:00
15 – MLK/No Meetings
19- End of First Semester
22 – Inservice/Workday
21-S 22-T 22-P

August 2023

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

28-31 - Inservice
0-S 4-T 2-P

February 2024

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

7,14,21,28 Early Dismissal 2:00
15 – Elem Student Led Conf
19 – President's Day/No School
27 – No Mtgs/Activities
20-S 20-T 20-P

September 2023

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

4 – Labor Day
5 – First Day of School
20, 27 -Early Dismissal 2:00
19-S 19-T 19-P

March 2024

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

6,13,20 – Early Dismissal 2:00
12 – No Mtgs/Act 6-8 pm
26 – 3rd Qtr Ends
27 – Inservice/Work Day
28 – 29 Spring Break
18-S 19-T 18-P

October 2023

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

4,11,18,25 Early Dismissal 2:00
19-20 MEA No School
20-S 20-T 20-P

April 2024

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

1-2 Spring Break
10,17,24 Early Dismissal 2:00
20-S 20-T 20-P

November 2023

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

7 – Election Day/No Mtgs/Act 6-8
9 – 1st Qtr Ends
10 – Veterans (Public)/No Mtgs
10 – Inservice/Workday
1,8,15,22,29 Early Dismissal 2:00
23 – Thanksgiving/24 No School
19-S 20-T 20-P

May 2024

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

1,8 Early Dismissal 2:00
26 – Graduation
27 – Memorial Day/No School
30 – Last Day of School
31 - Workday
21-S 22-T 22-P

December 2023

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

6,13 Early Dismissal 2:00
22-29 Winter Break/No School
15-S 15-T 15-P

June 2024

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

173-S 181-T 178-P

Snow Makeup Days: 12/22, 1/22, 2/19, 3/27, 3/28, 4/1, 4/2, 5/31, 6/3, 6/4, 6/5, 6/6, 6/7



PIPESTONE AREA SCHOOLS

District No. 2689

Dr. Clint W. Willert, Superintendent
Sonja Ortman, MS/HS Principal
Jennifer Moravetz, Elementary Principal
Len Burzynski, Maintenance Director
Lisa Pease, Coordinator of Curriculum, Teaching & Learning, and Continuous Improvement

Jacque Kennedy, Business Manager
Rick Zollner, Activities Director
Josh Stukel, Technology Director
Kim Tuin, Food Service Director

Notice of Non-Discrimination

Pipestone Area Schools does not discriminate on the basis of race, color, national origin, sex, disability or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the non-discrimination policies:

Pipestone Elementary Schools with Disabilities Act/Section 504

Gr K-5 Coordinator

Josie Loll
1401 7th St SW
Pipestone, MN 56164
507-562-6207
Josie.loll@pas.k12.mn.us
Office Location: Pipestone Elementary

Student Sex Non-Discrimination

A complete copy of the Student Sex Non-Discrimination Policy #522 is on file in the Principal's Office, District Office, and District website.

The school district provides equal educational opportunity for all students, and does not unlawfully discriminate on the basis of sex. No student will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any educational program or activity operated by the school district on the basis of sex.

"Inspire life-long learners. Build Character. Prepare them for their future."

1401 7th St SW
Pipestone, MN 56164

District Phone: 507-562-6068
District Fax: 507-825-6718

www.pas.k12.mn.us

PIPESTONE AREA ELEMENTARY

STUDENT/PARENT HANDBOOK SIGNATURE PAGE

After reading the Student/Parent Handbook, please sign the appropriate lines below and return the form to your child's classroom teacher.

We, the parent (s)/guardians of, agree to follow the policies outlined in the student handbook for the current school year. We recognize the right and responsibility to discuss the rules and policies with our child and recognize it is the right and responsibility of the staff and teachers to make the rules and reinforce them.

Student name _____

Signature of Parent/Guardian _____

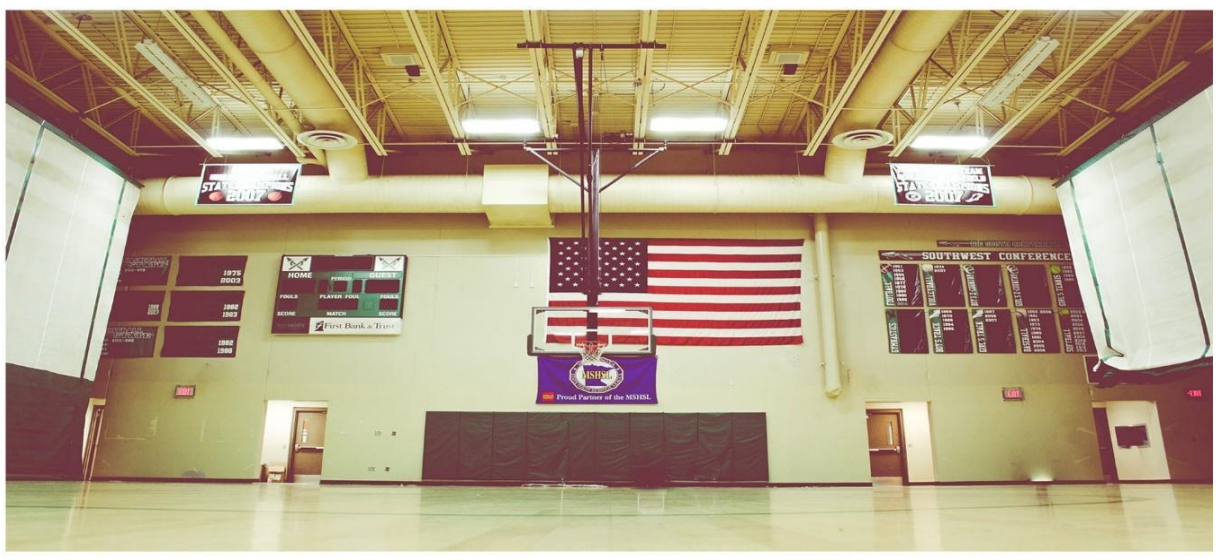
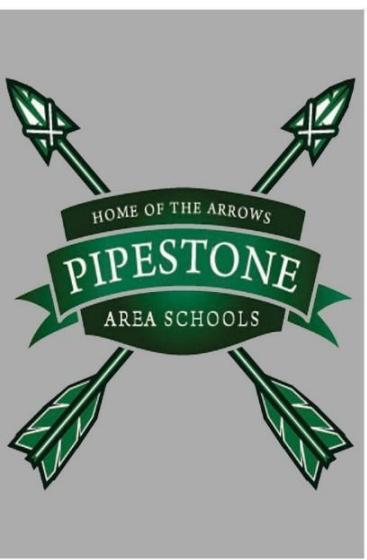
Date _____

Signature of Parent/Guardian _____

Date _____

Please sign and return this page to the office.

Athletic/Activity HANDBOOK



2024-2025

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PIPESTONE AREA ARROWS ATHLETIC/ACTIVITIES POLICY BOOK 2024-2025

I. Administration of Interscholastic Athletics/Activities

A. Statement of Philosophy

It is the intention of Pipestone Area High School to provide for all students interested to participate in athletic and/or activities for which they have the physical and mental qualifications to be able to compete on an interscholastic basis, to promote standards of sportsmanship and encourage growth of responsible citizenship among students with our school and schools with which we compete, to encourage athletes to attain a higher degree of scholarship within the classroom.

B. Objectives of Participation

To develop physical skills, mental skills, good citizenship, good health habits, responsibility, leadership, discipline, loyalty.

Code of Ethics

Minnesota State High School Coaches Association

AS A PROFESSIONAL EDUCATOR

I WILL

1. Strive to develop in each participant the qualities of leadership, initiative, and good judgment.
2. Respect the integrity and personality of the individual participant.
3. Encourage the highest standards of conduct and scholastic achievement among all participants.
4. Seek to inculcate good health habits including the establishment of sound training rules.
5. Fulfill responsibilities to provide health services and an environment free of safety hazards.
6. Exemplify the highest moral character, behavior, and leadership.
7. Promote ethical relationships among coaches.
8. Encourage a respect for all athletics and/or activities and their values.

9. Abide by the rules of the game in letter and spirit.
10. Respect the integrity and judgment of officials.
11. Display modesty in victory and graciousness in defeat.
12. Demonstrate a mastery of and continuing interest in coaching principles and techniques through professional improvement.

I WILL NOT

1. I will not approve commercialism, solicitation, subsidizing, or professionalism entering into high school athletics and/or activities.

C. Administration Organization

School District 2689 Board of Education is the policy making body. They select the administration who are responsible for carrying out its policies.

1. The High School Principal, along with the activities director, will recommend to the Board of Education the coaching assignments. The superintendent or the activities director will represent the school or delegate this responsibility at all Subsection/Section 3A and other Minnesota State High School League meetings. The superintendent has the right to question and change any internal decisions made by the principals, activities director, or coaches.
2. The activities director reports to the High School Principal. Primary responsibility of the activities director is to supervise the interscholastic athletic and fine arts activities programs. All home athletic contests are under the direction of the activities director and the administration regardless if they are conference, non-conference, district, regional, or state related events. There are times that the activities director, with administrative approval, will delegate someone as site manager at a home contest or appoint someone to be the official school representative at away contests. These people will carry out the duties and responsibilities that are required of the position.
3. The head coach is responsible for all matters pertaining to the organization and administration of coaching the team under his/her direction and shall enforce all rules of the Minnesota State High School League as they pertain to the respective activity. He/she will make decisions relative to the successful operation of the activity that are consistent with established policies and procedures. The head coach is to be responsive to the instructions of the activities director and building administrators.
4. The assistant coach supports the head coach in conducting the athletic/activities program of that particular sport/activity and the total athletic/activities program of the Pipestone Area School system in general. In the absence of the head coach, he/she shall assume all the responsibilities herein designated as those of the head coach.

D. Affiliations

1. Minnesota State High School League

- A. Membership is extended to each Minnesota High School as approved by its governing board, high schools associated with state supported universities or colleges, and state supported institutional high schools. Schools must be doing a minimum of (3) years of senior high school work or (4) years of grades 9-12 accredited by the State Department of Education. To be eligible for membership in the Minnesota State High School League, the governing board of each such school must pass a resolution applying for membership for each of its high schools in which it agrees to abide by and enforce the Articles of Incorporation, Constitution, By-Laws, and Rules and Regulations of the League.
- B. The annual membership dues shall be established by the board of Directors and shall be payable by October 1 of each year. Schools failing to pay dues for any year are not eligible to participate in league activities for that year.
- C. Being a member school of the high school league, Pipestone Area is placed in Section 3A and Sub Section 10 of league related events.

II. Staff Responsibilities

A. Activities Director

- 1. Actively participate and maintain membership in the Minnesota Interscholastic Athletic Administrators Association and its affiliate organizations.
- 2. Exert a positive influence in the processes of employment, selection, and assignment of coaching personnel.
- 3. Schedule all competitive sports/activities.
- 4. Evaluate both programs and personnel.
- 5. Represent Pipestone Area High School at Subsection, Sectional District, Region, Conference, and higher-level meetings.
- 6. Supervision of all coaches.
 - a) Unify systems and coaching staff according to the needs and desires of the head coach.
 - b) Establish with administration a site manager for home events.
 - c) Make arrangements with custodial staff for home contests, be responsible for tickets and money boxes, and turn in all worker vouchers.
- 7. Make arrangements for athletic/fine arts banquets.

8. Supervise award system.
9. Interview new applicants and help assign all coaches in the system.
10. Supervise and authorize purchase of athletic/activities equipment.
11. Arrange for all transportation.
12. Arrange for all necessary meals.
13. Prepare annual reports, policies, and booklets.
14. Work with all service clubs.
15. Responsible for building projects.
16. Hire officials for all home contests.
17. Arrange for concessions at athletic events.
18. Work with the principals and counselors.
19. Assist in money-raising projects for athletic & activity programs.
20. Work closely with the Minnesota State High School League in all matters pertaining to rules and regulations of the association.
21. Work with the Booster Club.
22. Handle reservations for any overnight trip.
23. Arrange for publicity to local newspapers when necessary.
24. Coordinate the use of athletic facilities.

B. Head Coaches

1. Be familiar with the objectives, organization, policies, and procedures of the Pipestone Area School, Conference, Subsection, Section and State, relative to the athletic/activities program.
2. Conduct training and game experiences in such a manner that the welfare of each participant is always of paramount consideration.
3. Maintain technical competence by participating in clinics, rules meetings, etc.
4. Directly supervise all matters relative to the sport/activity.
 - a) Instruct subordinates in a preplanned, reasonable and purposeful manner.

- b) Keep school officials, particularly the Activities Director, advised of situations pertinent to the conduct of your sport/activity.
 - c) Make decisions relative to the successful operation of the sport/activity that are consistent with established athletic/activity policies and procedures.
 - d) Act as a positive spokesman for athletic/activity policies and procedures to participant personnel.
 - e) Establish rules for participant conduct as deemed necessary. Clearly define the expectations of team members.
 - f) Plan and conduct all practice sessions.
5. Be responsible for preparing public information releases regarding his/her particular activity. Telephone or personal interviews, when requested by news agencies, are not considered a press release. In interviews, coaches and others connected with the athletic/activities program should bear in mind that their statements are published and read by people who are for and against the school's program. Consequently, these statements should be carefully weighed and considered before they are given to the mass media personnel.
 6. Submit an alphabetized list of the students who will participate inter scholastically to the activities director within the 1st week of the start of each athletic season. This is mandatory for all levels.
 7. On the MSHSL website see that your roster and schedule is posted and keep it up to date. The MSHSL and Section 3A look at this site. Rosters for games & programs will be taken from the website. If your team/individuals make it to state, all info will be taken from the website. Also, keep your scores up to date.
 8. Conduct all staff meetings and be in charge of all tryouts, practices, team meetings, and contests for your sport/activity.
 9. Report injuries by filling out an injury report of participant/s to the proper school officials, and inform the principal and/or Activities Director. Coaches are cautioned to exercise great care in dealing with all injuries and particularly those that are of serious nature. In all cases, when a participant seeks advice from a medical professional for an injury or health related issue, they must get a release from that medical professional (signed and in writing) to return to participation in that activity.
 10. Support and conform to decisions and policies that have been established.
 11. Select Student managers as necessary.
 12. Report the scores and results of all home contests to the media.
 13. Lettering - Submit to the activities director a written copy of your criteria at the beginning of your sport/activity (season) and convey to the participant the criteria that you will

use.

14. Determine if an ineligible participant will travel out of town with the team.

C. Assistant Coaches/Junior High Coaches

1. Communicate with the head coach and the team.
2. Attend staff meetings when called by the head coach.
3. Assist with scouting of varsity games, if applicable.
4. Assume any duties assigned to him/her by the head coach.
5. Be at all practices. There may be times when you will be asked to attend or help at varsity practices.

D. Coaches outside the school system must be approved by the Activities Director and Administration. This person needs to complete a background check prior to coaching.

E. Volunteer Coaches

Any person helping out as a volunteer coach must be approved by the Activities Director and the Administration. This person must have a background check prior to volunteering.

III. Policies

A. Students are required to have a physical every 3 years to participate in athletics, cheerleading and marching band (includes Flags) it is recommended that participants get a physical done the start of their 7th grade year and 10th grade year. Students are required to have a medical physical before they participate in any activity in accordance with Minnesota High School state policy.

B. Students in athletics and cheerleading are required to have impact testing prior to participation. Impact testing is every three (3) years. If an athlete/cheerleader started competition in 7th grade they would have it done prior to participation and then again in 10th grade. Impact testing gives the Doctors a baseline to check with a person who might have a concussion in the field of play.

C. ATTENDANCE AT COACHING CLINICS

Upon prior approval from the activities director, the school will pay \$125.00 for a head coach and \$125.00 for an assistant coach to attend one coaching clinic per year. To be reimbursed, receipts must be turned in to the activities director. School vehicles can be used if they are available.

D. TRANSPORTATION

For out-of-town contests the school shall provide the transportation and all coaches shall remain in charge of their squad until the students are returned safely to Pipestone. In the event that a parent wishes to take their child from a contest, the parent must fill out a Travel Release Form which can be found on the school's web-site or they may obtain one in the activities office at the high school. The form needs to be filled out completely, dated and signed, and then returned to the activities office

either physically or emailed directly to the activities director no later than 12:00pm the day of the contest. The activities director will then inform the coach that the student has been cleared to leave with his/her parents.

E. EARLY DISMISSAL

A list of the participants to be excused should be emailed to staff as soon as reasonably possible, preferably at least a day before departure.

F. SCRIMMAGES

Scrimmages can be arranged by coaches but must be approved by the activities director. The MN State High School League defines an inter-school scrimmage as a practice and training period or session and said practice or training sessions not to approximate or equal actual game conditions. An inter-school scrimmage or practice session must be designated as a game, and count as one of the maximum permitted, if any one of the following conditions pertain to said event:

- If game rules, time limits, etc., are observed.
- If game officials are used.
- If a game is advertised, and/or admissions are charged.
- Athletes who are ineligible may compete in scrimmage.

G. ISSUING OF ATHLETIC EQUIPMENT

The Head Coach of that sport will be responsible for the issuing of equipment to the athletes. The coaches will maintain a complete record of all the equipment issued. Before any student may be engaged in any sport sponsored by Pipestone Area High School he/she must complete and pass a physical examination by a qualified physician, and have a clearance slip from the office.

The clearance slip requires:

1. Eligibility slip signed by the parent/guardian showing that the rules have been read;
2. Up to date Impact (concussion) test;
3. Any/all lost equipment fines paid;
4. Physical on file.

H. CARE OF EQUIPMENT

All coaches are expected to instruct the athletes in the care of equipment issued to them. An appreciation of the cost of quality equipment should lead to a more careful handling and storage. Equipment issued to athletes and coaches is to be used or worn only for official practices, games, or meets.

I. LOCKER ROOM RESPONSIBILITIES

Each coach is responsible for the actions of the members of his/her squad from the time they report

to the locker room for practice until they leave the building after practice. It is the coach's responsibility to be present at the time that the athletes are to report for practice, games, or meets, home or away, and stay until the last athlete has left to ensure that lights and showers are turned-off, the doors are locked, and equipment is locked up, and the room left as neat as possible.

J. SCHOOL ATTENDANCE

Students must be in school at the start of the 2nd hour and be present in the classroom the remainder of the day, to participate or practice in any extracurricular activity that day. The principal or activities director may approve a waiver of this rule for medical, dental or other emergency situations.

K. SCHEDULING CONFLICTS

Any scheduling conflicts between activities shall be solved by the activities director, building administrator, coach, and activity advisor involved, and prior to informing the students.

L. STATE TOURNAMENTS

1. If Pipestone Area High School has any participants involved in the State Tournament the school will pay transportation, meals, and room expenses for the head coach, assistant, and state participant(s). Meal allowance for state participants will be \$50 per day.
2. If only one participant qualifies for the State Tournament, he/she may take one teammate along for company. Preferably this person is to be a senior, who has been out for the same activity.

3. Cheerleaders:

If any sports team qualifies for state tournament all varsity cheerleaders can go with all expenses paid. In any sport where there is individual advancement as well as team, no cheerleaders will go to individual advancement. Cheerleading advisors will work with the Activities Director to arrange transportation to the event. We will try to arrange a fan bus first for transportation of the cheerleaders, though they may be placed on the players bus if needed.

4. If Pipestone Area participants are not involved in state tournament play, the head coach and varsity assistant coach(es) will be allowed to attend the state tournament for two (2) days. Approval must be secured in advance from the high school principal. The school will pay transportation, meals, and room expenses. When the receipt for tickets is submitted to the activities administrator, the coach will be reimbursed for the cost of the tickets.

M. PARENTS NIGHT

Each activity is allowed a parents night for the varsity players if they choose to have one. It will be up to each head coach to arrange and plan for parent's night. The Arrow Booster Club may help.

N. BAND

The band will play only at those athletic contests that they chose to. Usually they will play no more than twice a week.

O. AWARDS

1. Lettering –Participants may receive one letter for sports/activity throughout their career. Anyone lettering in another sport/activity or the same sport/activity the following year will receive a certificate and pin. The major letter is mainly for participants in grades 10-11-12.
2. Numeral - Receive upon lettering for the first time.
3. Pins - For those who earn their 1st varsity letter and thereafter - only given out for varsity awards.
4. Certificate - Anyone who earns a letter.
5. 7th -8th - No specific award given, unless they earn a varsity award.
6. Ineligibility clarification:
Participants who are ineligible when the athletic/fine arts banquet is held will not receive public recognition at the banquet but will receive their awards due to them. The participant may pick up his/her award from the head coach of the sport/activity at a different time. **(Not the night of the banquet)**

If the participant is ineligible during a period of time in a sport season, but eligible at the time of the banquet and has earned an award for that season, he/she will be recognized at the banquet and receive the award due them. Cheerleaders will follow the same rules.

P. CHURCH NIGHT

Wednesday night is Church Night in Pipestone, therefore all students will be out of the building by 7:00 pm or earlier.

Q. WINTER TRAVEL

In the event of possible bad weather conditions (cold temps or blizzard type weather), it shall be the responsibility of the coaches to enforce the following: gloves/mittens, some form of headgear and warm foot wear. Participants do not need to wear them, but must have them in their possession (Duffle bag)

R. OFFICIAL SQUAD (TEAM)

The official squad can be no more than what MSHSL allows for. The official squad may include less, but not more than what the MSHSL authorizes. This includes a number of athletes, managers, and coaches.

S. Student Acceleration to Higher-Level Athletic Activities **follow school policy.**

T. STUDENT CODE OF RESPONSIBILITIES

Participating in interscholastic activities is a privilege which is accompanied by responsibility. As a student participating in league sponsored activities, I understand and accept the following responsibilities:

1. I will respect the rights and beliefs of others and will treat others with courtesy and consideration.

2. I will be fully responsible for my own actions and the consequences of my actions.
3. I will respect the property of others.
4. I will respect and obey the rules of my school and the laws of my community, state and country.
5. I will show respect to those who are responsible for enforcing the rules of my school and the laws of my community, state and country.

A student who is under penalty, whose character or conduct violates the Student Code of Responsibilities, and is not in good standing, shall be ineligible for a period of time as determined by the Principal.

U. SOCIAL MEDIA STANDARDS

1. Pipestone Area Schools has social media guidelines to help our students understand that the words they choose to communicate to others through social media can be powerful, have great potential to do both good and bad and can have a negative impact on a school, its programs , or the school district regardless of the student's intent.
2. All Pipestone Area students are representatives of the school district, the school that they attend, and the activity or sport in which they participate. The Pipestone Area Activities department and the school district expect students to use common sense, temperance, civility and empathy when posting on social media. We ask that students use public forums for the purpose of affirmation and information, and we will hold students accountable for posts that do not hold up to the spirit and intent of our guidelines.

Posts should show good sportsmanship, speak positively about individuals, teams, schools, programs, opponents, and current public trends. Students who post mean vulgar opinions which bring controversy or any negative impact to Pipestone Area Schools or its programs may receive consequences that affect their participation as this would be a violation of our district's bullying and cyberbullying policies and standards laid out in the PAS Policy # 514 and MSHSL Code of Conduct

V. MOOD-ALTERING CHEMICALS

1. Reference Bylaw 205

Twelve (12) months of the year, a student shall not at any time, regardless of the quantity: (1) use or consume, have in possession a beverage containing alcohol; (2) use or consume, have in possession tobacco; or, (3) use or consume, have in possession, buy, sell, or give away any other controlled substance or drug paraphernalia, (4) use or consume, have in possession, buy, sell or give away products containing or products used to deliver nicotine, tobacco products and other chemicals. "Tobacco products" means: any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part or accessory of a tobacco product, (5) use or consume, have in possession, buy, sell or give away any substance or product where the intent of such use of the substance or product is to induce intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor. Such substances or products shall include, but are not limited to, synthetic drugs, gasoline, glue, aerosol devices, bath salts, and any substances addressed by Minnesota or Federal law.

- A. The bylaw applies continuously from the first signing of the student Eligibility Brochure.
- B. It is not a violation for a student to be in possession of a controlled substance specifically prescribed for the student's own use by her/his doctor.

PENALTY:

1. First Violation: After confirmation of the first violation, the student shall lose eligibility for the next two (2) consecutive interscholastic contests or two (2) weeks of a season in which the student is a participant, whichever is greater. No exception is permitted for a student who becomes a participant in a treatment program.
2. Second Violation: After confirmation of the second violation, the student shall lose eligibility for the next six (6) consecutive interscholastic contests in which the student is a participant for three (3) weeks, whichever is greater. No exception is permitted for a student who becomes a participant in a treatment program.
3. Third and Subsequent Violations: After confirmation of the third or subsequent violations, the student shall lose eligibility for the next twelve (12) consecutive interscholastic contests in which the student is a participant or four (4) weeks, whichever is greater. If after the third or subsequent violations, the student has been assessed to be chemically dependent and the student on her/his own volition becomes a participant in a chemical dependency program or treatment program, then the student may be certified for reinstatement in MSHSL activities after a minimum period of six (6) weeks. Such certification must be issued by the director or a counselor of a chemical dependency treatment center.
4. Penalties are progressive and consecutive.
5. **Denial Disqualification: A student shall be disqualified from all interscholastic athletics for nine (9) additional weeks beyond the student's original period of ineligibility when the student denies violation of the rule, is allowed to participate and then is subsequently found guilty of the violation.**

W. 551 ACTIVITY ACADEMIC INELIGIBILITY AND PROBATION

I. PURPOSE

The purpose of this policy is to define the method for determining whether a student is academically eligible to participate in school activities. The activities include but are not limited to the following:

Baseball	Basketball	Cross Country	Tennis
Track and Field	Cheerleading	Golf	Softball
Volleyball	Plays/Musicals	F.F.A.	Football
Gymnastics	Wrestling	Marching Band	Robotics
Pep Band	Musical Ensembles	Knowledge Bowl	Speech

II. GENERAL STATEMENT OF POLICY

- A. It is the intention of this policy to stress the value of a sound academic record and graduate on time from Pipestone Area Schools. The Activities director will inform the high/middle school staff, coaches, and the building principal of students that are ineligible.
- B. The Minnesota State High School League policy states that to be eligible for participation in MSHSL activities, one must be making satisfactory progress towards graduation. Our goal is to develop the total student in all of our programs. This requirement will emphasize to students the alignment with Policy 510 – School Activities, and our beliefs in the value of co-curricular activities.

III. STANDARDS

- A. Standards of academic eligibility to participate in extracurricular activities will be measured by:
 1. Students (Grades 7-12) must have no incomplete grades or F's in any class.
 2. Four grading periods- most current grading period is used to determine eligibility.
-1st quarter -2nd quarter -3rd quarter -4th quarter
 3. Fourth quarter grades will roll over for the following school year.

IV. CONSEQUENCES

A. Athletics (Category I Activities)

1. Students that fail to meet these standards will miss two weeks or two contests

(whichever is longer).

2. If after two weeks/two contests, the student is meeting expectations (completed progress form signed by all teachers) he/she will regain their eligibility.

B. Activities/Fine Arts (Category II Activities)

1. Students shall miss the next one event/contest he/she participates in.
2. If after the event/contest, the student is meeting expectations completed progress form signed by all teachers) he/she will regain their eligibility.

- * If at any time a student makes up work for the previous quarter's failed class(es) the student becomes immediately eligible once the grade change has been recorded and corrected.

C. Any player deemed ineligible to participate, regardless of reason, whether academic, chemical violation, coach's decision, etc. cannot dress for the contest/s they are ineligible for. Furthermore, the coach determines whether or not the ineligible player can go to away contests.

D. ICU List – Students on the ICU list are subject to missing practice and/or contests until their assignments are completed. Coaches will use discretion when mandating students complete their ICU assignments. Multiple supports are available to students including study sessions before, during and after school.

E. Administration has discretion over unique or extenuating circumstances.

V. APPEAL POLICY

A. Students have the right to appeal their academic ineligibility. Any student who chooses to appeal their Academic Ineligibility should do so within 3 days after grades have been posted. Appeals should be made to the Activities Director in writing.

1. A committee consisting of an administrator, teacher, and counselor will review the appeal.
2. The committee will make a decision within two (2) days after hearing the appeal.

BOARD OF EDUCATION

**Daphne Likness, Mark Hiniker, Lance Oye, Chrissy DeBates,
Brad Carson, Katie Wiese, Tyler Fruechte**

ADMINISTRATION

**Dr. Klint W. Willert, Superintendent
Sonja Ortman, MS/HS Coordinator
Mr. Rick Zollner, Activities Director**

Student Disability Nondiscrimination Policy #521

Section 504 of the Rehabilitation Act of 1973 (34 C.R.R. Part 104) is a federal civil rights statute that assumes individuals will not be discriminated against based on their disability. All school districts that receive federal funding are responsible for the implementation of this law. This law protects a student with an impairment that substantially limits one or more major life activities, whether the student receives special education services or not. Section 504 is designed to provide equal access and fairness in general education to students with disabilities. A student is entitled to a 504 Accommodation Plan if they have been identified as having a disability and the evaluation shows that the individual has a mental or physical impairment that substantially limits one or more major life activities. If a parent is concerned about a child's progress in school because of a disability, they should bring their concern to the attention of the school social worker, counselor and/or teacher.

Notice of Non-Discrimination

Pipestone Area Schools does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the nondiscrimination policies.

Pipestone Area School District Americans with Disabilities Act

Section 504 Coordinator (Gr 6-12)

Kaysee Slaba

kaysee.slaba@pas.k12.mn.us

Phone: 507-562-6111

Office Location: MS/HS Office

1401 7th St SW Pipestone, MN 56164

Section 504 Coordinator (Gr K-5)

Josie Loll

Josie.loll@pas.k12.mn.us

Phone: 507-562-6207

Office Location: Elementary Office

1401 7th St SW, Pipestone, MN 56164

Section 504 Coord. Alternate

Tanya Schroyer

tanya.schroyer@pas.k12.mn.us

Phone: 507-562-6090

Office Location: HS/MS Counseling Area

1401 7th St SW Pipestone, MN 56164

Student Sex Nondiscrimination

A complete copy of the Student Sex Nondiscrimination policy #522 is on file in the Principal's Office, District Office and District website.

The school district provides equal educational opportunity for all students, and does not unlawfully discriminate on the basis of sex. No student will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any educational program or activity operated by the school district on the basis of sex.

Title IX Coordinator

Rick Zollner

rick.zollner@pas.k12.mn.us

Phone: 507-562-6099

Office Location: HS office

1401 7th St SW Pipestone, MN 56164

Title IX Alternate

[Sonja Ortman](mailto:sonja.ortman@pas.k12.mn.us)

sonja.ortman@pas.k12.mn.us

Phone: 507-562-6099

Office Location: HS office

1401 7th St SW Pipestone, MN 56164

FOOTBALL

Head Coach: Scott Boomgaarden

Assistant Coaches: Shane Reinhard and Andy Yost

B Team Coach: Trevor Tiefenthaler

9th Grade Coaches: Cole Maly and Sean Kallevig

Jr. High Coaches: Ryan Wielenberg, Mitchel Carson, Michael Slaba, Paul Young

CROSS COUNTRY (BOYS & GIRLS)

Head Coach: Mark Moeller

Assistant Coach: Todd Texley

GIRLS TENNIS

Head Coach: James Skyberg

Assistant Coach: Tanya Schroyer

JH Coach: Skylar Mendro

VOLLEYBALL

Head Coach: Dave Dulas

Assistant: Shelly Hennager

B Coach: Morgan Taubert

9th Grade Coach: Jennifer Evans

8th Grade Coach: Morgyn Carson

7th Grade Coach: Shelby Bloemendaal

BOYS BASKETBALL

Head Coach: Michael Slaba

Assistant Coach: Tim Stotz

9th Grade Coach: Cody Heidebrink

8th Grade Coach: Robert Petersen

7th Grade Coach: Mitchel Carson

WRESTLING

Head Coach: Paul Young

Assistant Coach: Gary Hauptert

Junior High Coach: Scott Sterud, Sean Kallevig

GIRLS BASKETBALL

Head Coach: Grant Everson

Assistant Coach: James Skyberg

9th Grade Coach: _____

8th Grade Coach: Morgyn Carson

7th Grade Coach: Ashley Maly

GIRLS GYMNASTICS

Head Coach: Stacie Wallace

Assistant Coach: Cristin Winter

JH Coach: Jennings Wallace

BASEBALL

Head Coach: _____

Assistant Coach: Cody Heidebrink

B-squad: Mitchel Carson

8th grade: Scott Sterud

7th grade: Ryan Wielenberg

GOLF

Boys Head Coach: Craig Boedekker

Girls Head Coach: Grant Everson

Jr. High: Cristin Winter

BOYS TENNIS

Head Coach: James Skyberg

Jr High: Skylar Mendro

BOYS & GIRLS TRACK

Head Coach: Todd Tinklenberg

Assistant Coach: Todd Texley, Mark Moeller, Cole Maly

Jr. High Coaches: Ashley Maly, _____

SOFTBALL

Head Coach: Robert Petersen

Assistant Coach: Shelby Bloemendaal

B-squad: Jennifer Evans

Jr. High Coach: Shane Reinhard, Morgyn Carson

CHEERLEADING

Mariah Swanson

ONE-ACT

Head: Sylvia Newell

SPEECH

Head: Samantha Davis

Assistant: Emily Williamson

Jr. High: Monica Sullivan

ROBOTICS

Head: Travis Dethlefs

FFA

Head: Natalie Resch

Jr. High: Matti Boomgaarden

KNOWLEDGE BOWL

Head: Dave Dulas

BAND

Head: Zach Ploeger

Assistant: Peter Hansen

STUDENT ACCELERATION TO HIGHER- LEVEL ATHLETIC ACTIVITIES POLICY

PURPOSE

The purpose of this policy is to provide guidelines for the promotion of middle school athletes to compete at a high school level.

I. GENERAL STATEMENT OF POLICY

It is the general policy of Pipestone Area School District not to accelerate students from Middle School (grades 7-8) athletic programs to high school (grades 9-12) athletic programs. Participation by students on athletic teams representing the high school of Pipestone Area School will normally be limited to those students who regularly attend high school classes. Such teams constitute an integral part of the total education program and are primarily designed to serve the needs of the high school students. This represents a basic guideline for athletic participation in our school district. However, on rare occasions, a middle school athlete in the 7th or 8th grade may be so physically gifted that consideration should be given to allowing the student to leave their middle school team and compete at the high school level. Such a decision requires a thoughtful and critical look at:

1. The needs of the student athlete and concern for their physical, mental and emotional well-being.
2. The effect on the student athlete's current grade level team.
3. The displacement of student athletes currently on the team of the proposed acceleration.

At the middle school, emphasis shall be placed on participation and skill development as compared to the philosophy of stronger competitiveness and playing to win at the high school level.

II. DEFINITIONS:

Grades 9-12 shall be considered as the high school program.

Grades 7-8 shall be considered the middle school programs considered for acceleration.

III. EXCEPTION:

Some 9th grade or junior varsity sports may have limited participants. A 9th grade or junior varsity sport that has limited participants may temporarily accelerate middle school participants on an as needed basis. The varsity coach of the activity must submit a written request of need to temporarily accelerate middle school participants to the Activities Director or High School Principal or in their absence the Superintendent in absence of the principal. These students would continue to play at their respective middle school level. This acceleration is intended to allow the district to field a team in a time when its current players are not available (because of injury, illness, etc.). The administrator will make a determination if the temporary acceleration is necessary. A permission form will be signed by the parents or guardians of the middle school athlete who is being accelerated. It must be turned in to the athletic director prior to the participation. The coach is responsible to verify that the permission has been signed and turned into the activities director.

IV. PROCEDURE

- A. A formal request from the coach to the activities director must be made to accelerate the athlete and must be in writing.

- B. A meeting will then take place between the head coach of the sport involved, the principal and the activities director. The three will discuss any issues (academic, social, eligibility, physical abilities, etc.) and make a consensus decision.
- C. A meeting with both parents if available will be held to discuss the advancement.
- D. If the consensus decision was a “no” a meeting will be held with the parent(s) to explain the rationale for saying “no”.
- E. If the consensus decision was a “yes” a meeting will be held with the parent(s) to explain the advantages and disadvantages of acceleration.
- F. The coach will be responsible to have both custodial parents sign all documents. The documents signify a meeting took place and the parents agreed the student athlete would be accelerated.

VI. PROBLEM CLAUSE

Within the course of the season, if the move is not working for the student, a meeting can be initiated by either the parent or the coach with the activities director and the principal to discuss any problems. If it is deemed that the move has not been the correct thing for the student, the student can be assigned to return back to their original team. However, the student cannot play on their original team and a higher level team at the same time.

VII. REFERENCES

MSHSL Bylaws - 105, 302, 109, 303.4 and 105.00 Interpretations

ACCELERATION OVERVIEW

Advantages of Acceleration:

1. Need to challenge the athletes by playing with and against better competition.
2. Opportunity to participate in an increased number of contests.
3. The athlete may experience frustrations due to the disparity in skill level if they continue to play at present level.
4. More opportunities will exist for the athletes from the team the player left. A non-starter now may become a starter.
5. The competition for positions on the team they are moved to may be increased, which may improve intensity and skill development for everyone.
6. Athletes will be given an opportunity to advance their skill level in a team sport just as they can in an individual sport.

Disadvantages of Acceleration:

1. The parents and athletes of members of the team the athlete is moving to will feel they or their child is being displaced.
2. The athletes/parents from the team they are leaving and the team they are going to could disagree with the promotion causing socialization issues in school and the community for the accelerated

athlete.

3. Athletes will sometimes feel they are not connected to any team.
4. The team the athlete is moving from loses a role model and an extra peer teacher to help that team develop the better skills.
5. Expectations for the accelerated athlete may be greater by the coaches, parents, and fans. These expectations may not be realized and thus a sense of failure may emerge.
6. An increased time commitment, longer season, split shifts in practice, transportation issues etc. may negatively impact school work and home responsibilities.
7. The continuity of the grade level team and the team accelerated to could be high disrupted.
8. Acceleration may open the athlete up to scrutiny by parents, classmates and community members.
9. The injury and risk factor is increased due to participation against bigger, faster and stronger athletes

At the time your son/daughter has excellent skills and potential. We believe they have the social and mental capabilities to be accelerated. However, this in no way guarantees them a starting position on a team later in their career. Physical growth, maturity, determination, work ethic, team chemistry and other player development can impact future opportunities.

LEASE AGREEMENT

This lease is entered into this 22nd day of July, 2024, by and between Independent School District No. 2689 (hereinafter referred to as “District”), with offices located at 1401 7th Street SW, Pipestone, MN 56164 and the Heartland Colony (hereinafter referred to as “Colony”), with offices located at Heartland Colony, 2171-100th Avenue, Lake Benton, MN 56149.

District is a public-school municipal corporation under the laws of the State of Minnesota. Colony is a not for profit corporation organized under Chapter 317A of the laws of the State of Minnesota.

Colony hereby leases to District a portion of its Heartland School located at 2171-100th Avenue, Lake Benton, MN 56149, under the following circumstances and subject to the following terms.

I. Leased Premises.

- A. The Leased Premises shall consist of approximately 3,388 square feet of space located on the bottom floor of the Heartland Church Building.
- B. District students, faculty and visitors shall, additionally, have access to and use of stairwells, lavatories and hallways of the building in which the Leased Premises are located, as well as its parking lot and yard.

II. Use of Leased Premises.

- A. The Leased Premises are to be used by the District for purposes of conducting a public elementary school, consisting of a single multi-age class for grades K-12 (hereinafter “School”).
- B. Students enrolled in the School will be taught by a licensed teacher(s) (which may include a teacher(s) with a provisional license, or a teacher(s) teaching under a waiver granted by the Department of Children, Families and Learning). The teacher will be employed by the District and the District has the sole discretion to determine which teacher(s) to assign to the School.
- C. Instruction in the School will conform to the curriculum required by the District in its other public elementary schools, and the District retains sole discretion to determine the curriculum and the classroom materials used in the School and the services offered to the students of the School, subject to the exemption described in Article II.D, as authorized by Minn. Stat. §126.699(1996).
- D. To the extent authorized by law, the School will not use cable television as part of its curriculum due to pre-existing parental requests for such an exemption from the projected students of the School. The District will, however, provide a TV monitor for VCR usage. If students enroll in the School who do not request exemptions from the curriculum, the District retains the sole discretion to determine whether and in what manner such students will be provided with access to cable television, without infringing on the rights of the students who have requested the aforementioned curriculum exemption.
- E. The District will not provide transportation or lunch to the School because the students currently projected to enroll in the school intend to provide their own lunch and do not require transportation. If additional students enroll in the School, the District will make arrangements

for the provision of transportation and lunch as determined by the District to be appropriate and necessary under the law.

- F. The School will follow all applicable District policies and procedures, including, but not limited to, policies regarding student and employee discipline and the operation of a smoke and drug-free environment.
- G. District will provide special education to eligible students enrolled in the School as determined by the District to be necessary under the law. District maintains the sole discretion to provide special education at an alternative site.
- H. District will operate the School on the Leased Premises so long as at least 15 full-time students are enrolled in the School. The School has a minimum capacity of 15 students. Enrollment in the School shall be open to all elementary school students residing in the District and assignment to the School shall be made according to parent request. In the event that enrollment in the School drops below 15 full-time students, the District may terminate the lease and reassign the remaining students to other schools in the District.
- I. District shall have the sole discretion to establish the School calendar pursuant to Minn. Stat. §120A.40 and hours during which the Leased Premises will be used for school purposes.
- J. Colony will have access to and use of the Leased Premises at all times other than during regular school hours and such other times as the Parties agree upon.
- K. Colony will ensure that no religious symbols and/or artifacts are displayed in the Leased Premises and will not attempt to provide religious instruction to students of the School during school hours.

III. Maintenance, Care and Structure of Leased Premises.

- A. The Colony is solely responsible for the maintenance and repair of the Leased Premises. Colony will maintain the Premises up to the standards of the other elementary school buildings in the District and all maintenance and repair will be performed in a timely manner. All repair and maintenance costs associated with the Leased Premises shall be paid in a timely manner by Colony.

Maintenance of the Leased Premises expressly includes maintenance of the grounds of the Leased Premises, including the parking lot and the yard of the Leased Premises. The Colony is solely responsible for the removal of snow and ice from the sidewalk, steps and sidewalk of the Leased Premises and shall conduct such snow and ice removal in timely manner and up to the standards of the other elementary school buildings in the District. The Colony is solely responsible for mowing all grass and trimming all shrubs, bushes and/or trees on the grounds of the Leased Premises and will perform such maintenance regularly and as necessary to maintain the Premises up to the standards of the other elementary school buildings in the District.

- B. Colony shall make adequate provision and fully and promptly pay for all electricity, gas, oil, water, sewer, telephone services or other public utilities of every kind requested by the District and furnished to the Leased Premises throughout the term hereof.

- C. The Colony will have the Leased Premises inspected by the State Fire Marshal, or his delegate, prior to the opening of the School. The Fire Marshal must verify that the Leased Premises meets all requirements for use as a public elementary school.
- D. The Colony is solely responsible to ensure that the Leased Premises meets all buildings code requirements for public elementary schools as well as all other local, state and federal laws, ordinances, codes or rules regarding the structural requirements applicable to public elementary schools. In the event that any maintenance, repairs, improvements and/or alterations are required to bring the leased Premises into compliance with any applicable law, code, ordinance or rule, Colony will be solely responsible for performing such maintenance, repairs, improvements and/or alterations at its own expense.
- E. Colony will ensure that parking space near the Leased Premises is available for the District's use and that the parking lot conforms will all be applicable to laws, rules, ordinances and codes for school parking lots.
- F. The District agrees to use the Leased Premises in a manner, which keeps the Leased Premises in a reasonably clean and sanitary condition. District shall make no permanent alterations, additions, or changes in the Leased Premises, including the installation of fixtures, without the advance written consent of the Colony. Such consent shall not be unreasonably withheld. All alterations, additions, and improvements which may be made or installed by District upon the Leased Premises and which are permanently attached to the floors, walls or ceilings shall remain upon and be surrendered with the Leased Premises as a part thereof, without damage or injury beyond normal wear and tear. Furniture and instructional or decorative equipment and materials, which are not attached to the floor, walls or ceilings of the Leased Premises, remain the property of the District.
- G. District agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning and any other utility or service provided to the Leased Premises.
- H. Colony shall be solely responsible for the security of the Leased Premises.

IV. Term of Lease.

- A. This Lease Agreement shall have an initial term commencing on September 3, 2024, to May 30, 2025, unless extended as provided below.
- B. The Parties agree that the Lease Agreement may be extended for additional, consecutive one-year terms, if the Parties mutually agree, in writing, by August 1 prior to the commencement of the renewal term.

V. Termination and Renewal of Lease.

- A. The Lease Agreement will automatically terminate upon the expiration of the lease term unless both parties agree to a renewal pursuant to the terms required in Article IV.B.
- B. Either the District or the Colony may unilaterally terminate the Lease for any reason during the period of the initial lease term, or during any annual renewal period, by giving thirty (30) days written notice of the intent to terminate the lease.

- C. District may automatically terminate the Lease Agreement and close the School without providing thirty (30) days written notice if the enrollment of the School drops to below 15 students. Notice of such a termination must be in writing, but need not adhere to the thirty (30)-day notice period.
- D. If at any time during the lease term it is determined that the Leased Premises are untenable or unfit for occupancy as a school building, in whole or in part, due to fire, casualty, or structural defects, this Lease may be immediately terminated by either party by providing notice in writing to the other party. Notice of such a termination must be in writing, but need not adhere to the thirty (30)-day notice period.

VI. Rent.

For the initial term of this Lease, and during any renewals thereof, the Colony will lease the Leased Premises to the District of the sum of one dollar (\$1.00) per year.

VII. Furnishings and Instructional Equipment.

- A. District is responsible for providing, at its sole expense, all furniture and instructional equipment necessary for its use of the Leased Premises for the purposes described in Article II, above.
- B. Any furniture or instructional equipment placed in the Leased Premises by District shall remain the property of District.

VIII. Hold Harmless and Indemnification.

- A. Colony expressly agrees to release the District, its servants, agents, or employees, from all liability for any demands, injuries, damages, attorney fees, court costs and disbursements, actions or causes of action, or claims of whatever nature, including subrogation claims, arising from injury to person or property or any other claim arising out of or in connection with District's use and occupancy of the Leased Premises, whether or not covered by insurance. This clause expressly includes claims arising out of the negligence of the District, their servants, agents or employees, but for purposes of personal or property injury claims, it does not include claims arising out of the intentional, willful or wanton misconduct of the District, their servants, agents or employees.
- B. Colony agrees to indemnify, defend, protect, and hold harmless District, its servants, agents or employees, from and against any and all liabilities, damages, costs, expenses (including all attorney fees and expenses), causes of action, suits, claims, demands or judgments of any nature, including subrogation claims arising out of or in connection with District's use and occupancy of the Leased Premises. This clause expressly includes claims arising out of the negligence of the District, its servants, agents or employees, but for purposes of personal and property injury claims, it does not include claims arising out of the intentional, willful or wanton misconduct of the District, its servants, agents or employees.

IX. Insurance.

Colony must, at Colony's sole cost and expense, provide and maintain during the term of this Agreement a blanket or general liability insurance policy against claims for personal injury, death, property damage or violation of constitutional or statutory rights occurring in connection with the

use and occupancy of the Leased Premises by the District. Said policy must have limits of not less than \$1,000,000 combined single limit. The District must be named in said insurance policy as an additional insured. The insurance carrier shall be notified by the Colony of the terms of this Agreement.

Insurance policies (or riders) required by this Agreement, (i) must be taken out by Colony and maintained with solvent and responsible insurance companies organized under the laws of one of the states of the United States and licensed to do business in the State of Minnesota, (ii) must contain a provision that the insurer may not cancel or revise coverage thereunder without giving written notice to the insured party and to the District as an additional insured at least thirty (30) days before cancellation or revision becomes effective, (iii) must name Colony as an insured party and District as an additional insured, and (iv) must be evidenced by a Certificate of Insurance listing District as an additional insured which must be filed with the District prior to commencement of the term of this Agreement.

X. Assignment.

Neither District nor Colony shall assign or transfer any rights or obligations under this Agreement without prior written approval of the other Party.

XI. Title.

Colony represents that it has full right, power and authority to enter into a lease of the Leased Premises in question and for the term herein granted and that the Leased Premises may be used by the District for the entire term, unless earlier terminated, as provided for herein.

XII. Taxes.

Colony shall be responsible for the payment of any and all real estate taxes with respect to the Leased Premises and shall made payment of any such taxes promptly when due.

XIII. Notices.

All notices required to be given by one party to another party under this Agreement shall be in writing and sent by mail to the individuals designated below:

Pipestone Area Schools	Heartland Colony
Superintendent Dr. Klint W. Willert	Mr. Jerry Wipf
1401 7 th Street SW	2171-100 th Avenue
Pipestone, MN 56164	Lake Benton, MN 56149

All notices required to be provided on a specific day or date shall be considered as timely if postmarked on or before the date due.

XIV. Construction of Agreement.

It is agreed that this Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.

XV. Amendments.

No amendments shall be made to this Lease Agreement except in writing and signed by the designees of the parties.

XVI. Savings Clause.

Should any provision or provisions of this Lease Agreement be found unlawful, the other provisions of this Lease Agreement shall remain in force and effect if by doing so the purposes of this Lease Agreement, taken as a whole, can be made operative. Should any provision or provisions be found unlawful, the parties shall meet and attempt to agree upon an amendment to this Lease Agreement to replace the unlawful part or parts. This section shall not be interpreted to alter Article V, Termination and Renewal of Lease.

XVII. Integration.

This Lease Agreement sets forth the entire Agreement and understanding of the Parties with respect to the transaction contemplated hereby and supersedes all prior Agreements, arrangements and understandings relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made which is not embodied in this Lease Agreement or in the documents referred to herein, and neither Party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.

IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be signed on their behalf intending to be bound thereby, and intending to bind their heirs, successors, executors, administrators and assigns.

INDEPENDENT SCHOOL DISTRICT
NO. 2689, PIPESTONE AREA SCHOOLS

HEARTLAND COLONY

BY: _____

(Brad Carson)

TITLE: _____
Chair

DATE: _____

BY: _____

(Jerry Wipf)

TITLE: _____
President

DATE: _____

BY: _____

(Katie Wiese)

TITLE: _____
Clerk

DATE: _____

Heartland Colony Lease:
July 22, 2024
For
2024-2025 School Year

1. A written excuse is required by the student/parent if a student is absent.
2. The students will be allowed to go to the library once a month.
3. The students will be allowed four educational trips each school year.
4. The Colony will supply the school with a helper for Kindergarten.
5. The students will be allowed to attend educational speakers/groups that are offered to elementary students at Pipestone Elementary.
6. The students will be allowed to attend all school lyceums that the students in Pipestone Elementary.
7. The Colony must supply each student with the needed school supplies that are required of students at Pipestone Elementary.
8. The Colony must supply each student with the needed supplies for Art projects if requested by the teacher at the Colony. I.E. Christmas & Mother's Day.

Date:

Jerry Wipf, CEO/Hutterite Colony School

Date:

Superintendent of Schools

Date:

Chair of the School Board

Date:

Clerk of the School Board

**SCHOOL BOARD RESOLUTION
INDEPENDENT SCHOOL DISTRICT NO. 2689
ADOPTING THE SCHOOL DISTRICT'S FISCAL YEAR (FY) 26
LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN**

WHEREAS, to qualify for Long-Term Facilities Maintenance revenue, Minnesota Statutes 2023, section 123B.595, subd. 4 states a school district or intermediate district must annually adopt and approve a ten-year LTFM facilities plan by July 31 for commissioner approval.

WHEREAS, the school district has developed a ten-year Long-Term Facilities Maintenance plan consistent with this law.

School Board Member _____ moved for the resolution adoption and the motion 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:

THEREFORE, BE IT RESOLVED THAT, the School Board of Independent School District No. 2689 approves and adopts the attached ten-year Long-Term Facilities Maintenance plan for FY 25 on the 22nd day of July, 2024.

Katie Wiese, School Board Clerk

FY 26 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection					Revised 5/09/2024									
2689	Type in School District Number													
	PIPESTONE AREA SCHOOL DISTRICT				Change only									
			if requiring levy	Payable 2024										
Calculations for Ten Year Projection				Pay 24	adjustments	LLC Certification	Current Estimate							
	LLC #	FY 2024	FY 2025	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	
1	Type your district number in cell A2 (Minneapolis = 1.2)													
2	Type APU, health and safety and alternative facilities project, and bond estimates in lines 6a, 14, 16b to 18, 20, 21, 26, 27 and 50b													
3	Type debt excess, intermediate/coop district, and revenue reduction data in lines 13, 15, 23, 31, and 33													
4	Look-up data from following tabs													
5	Initial Formula Revenue													
6	Current year APU	57	1,145.20	1,149.73	1,129.97	1,129.97	1,129.97	1,129.97	1,129.97	1,129.97	1,129.97	1,129.97	1,129.97	
6a	Additional Pre-K Pupil Units (line 19 of Pre-K application)													
6b	Total Adjusted Pupil Units = (6) + (6a)				1,149.73	1,129.97	1,129.97	1,129.97	1,129.97	1,129.97	1,129.97	1,129.97	1,129.97	
7	District average building age (uncapped)	401	16.86	16.87	17.87	18.87	19.87	20.87	21.87	22.87	23.87	24.87	25.87	
8	Formula allowance		\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	
9	Building age ratio = (Lesser of 1 or (7) / 35)	402		0.48200	0.51057	0.53914	0.56771	0.59629	0.62486	0.65343	0.68200	0.71057	0.73914	
10	Initial revenue = (6) * (8) * (9)	403	209,631	210,584	219,234	231,502	243,771	256,039	268,307	280,575	292,844	305,112	317,380	
11	Added revenue for Eligible H&S Projects > \$100,000 / site													
12	Debt service for existing Alt facilities H&S bonds (1B) - gross before debt excess	701			-	-	-	-	-	-	-	-	-	
13	Debt Excess related to Debt service for existing Alt facilities H&S bonds (1B)	754			-	-	-	-	-	-	-	-	-	
14	Debt service for portion of existing Alt facilities bonds from line (22) attributable to eligible H&S Projects > \$100,000 per site (1A)	700			-	-	-	-	-	-	-	-	-	
15	Debt Excess related to Debt service for portion of existing Alt facilities bonds attributable to eligible H&S Projects > \$100,000 per site (1A)	753			-	-	-	-	-	-	-	-	-	
16a	Existing Net debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue from "IAQFAA Bonds" tab				-	-	-	-	-	-	-	-	-	
16b	New debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue				-	-	-	-	-	-	-	-	-	
17	Net debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue = (16a) + (16b)	765			-	-	-	-	-	-	-	-	-	
18	Pay as you go revenue for eligible new H&S projects > \$100,000 / site	405			-	-	-	-	-	-	-	-	-	
19	Total additional revenue for eligible H&S projects >\$100,000 / site (12)-(13) + (14) -(15) + (17) + (18)	406	-	-	-	-	-	-	-	-	-	-	-	
	Added revenue for Pre-K remodeling (for VPK approvals only)													
20a	Net debt service for bonds approved for Pre-K remodeling	766			-	-	-	-	-	-	-	-	-	
20b	Pay as you go for projects approved for Pre-K remodeling	407			-	-	-	-	-	-	-	-	-	
20c	Total Pre-K revenue				-	-	-	-	-	-	-	-	-	
20d	Total New Law Revenue (10) + (19) + (20c)	408		210,584	219,234	231,502	243,771	256,039	268,307	280,575	292,844	305,112	317,380	

FY 26 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection					Revised 5/09/2024										
2689	Type in School District Number														
	PIPESTONE AREA SCHOOL DISTRICT														
			Change only												
			if requiring levy	Payable 2024											
Calculations for Ten Year Projection				Pay 24	Current Estimate										
	LLC #	FY 2024	FY 2025	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034		
	Old Formula revenue														
21	Old formula Health & Safety revenue (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2026)			409	28,150	20,393	20,500	21,000	21,500	21,750	22,000	22,500	23,000	23,500	24,000
22	Old formula alt facilities debt revenue (1A) - gross before debt excess			700		-	-	-	-	-	-	-	-	-	-
23	Debt Excess allocated to line 22					-	-	-	-	-	-	-	-	-	-
24	Old formula alt facilities debt revenue (1A) - debt excess			763		-	-	-	-	-	-	-	-	-	-
25	Old formula alt facilities net debt revenue (1B) = (12) - (13)			764		-	-	-	-	-	-	-	-	-	-
26	Old formula alt facilities pay as you go revenue (1A)			410	-	-	-	-	-	-	-	-	-	-	-
26b (18)	Pay-as-you-go revenue for H&S projects over \$100,000 per site			411		-	-	-	-	-	-	-	-	-	-
27	Old formula alt facilities pay as you go revenue (1B) > \$500,000 (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2026)			413		-	-	-	-	-	-	-	-	-	-
27a	LTFM "H&S >100K per site" bonds			765		-	-	-	-	-	-	-	-	-	-
27b	LTFM "other" bonds for 1A hold harmless			767		-	-	-	-	-	-	-	-	-	-
28	Old formula deferred maintenance revenue = (if (22) + (26) = 0, (10) * (\$64 / formula allowance))			416		35,467	36,924	38,990	41,056	43,122	45,189	47,255	49,321	51,387	53,454
29	Total old formula revenue = (21)+(24)+(25)+(26)+(26b)+(27)+(27a)+(27b)+(28)			417	63,456	55,860	57,424	59,990	62,556	64,872	67,189	69,755	72,321	74,887	77,454
30	Total LTFM Revenue for Individual District Projects = Greater of (20d) or [(29) + (20c)]			418	209,631	210,584	219,234	231,502	243,771	256,039	268,307	280,575	292,844	305,112	317,380
31	District Requested Reduction from Maximum LTFM Revenue (to levy less than the maximum). Also enter this amount in the Levy Information System. Stated as positive number			419	-	-	-	-	-	-	-	-	-	-	-
32	District LTFM Revenue (30) - (31)			420	209,631	210,584	219,234	231,502	243,771	256,039	268,307	280,575	292,844	305,112	317,380
33	LTFM Revenue for District Share of Eligible Cooperative / Intermediate Projects (Unequalized)			421	-	-	-	-	-	-	-	-	-	-	-
34	Grand Total LTFM Revenue (32) + (33)			422	209,631	210,584	219,234	231,502	243,771	256,039	268,307	280,575	292,844	305,112	317,380
	Aid and Levy Shares of Total Revenue														
35	For ANTC & APU, three year prior date			35	2022	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
36	Three year prior Ag Modified ANTC			35	14,781,536	14,781,536	17,590,029	18,293,630	19,025,375	19,786,390	20,577,846	21,400,960	22,256,998	23,147,278	24,073,169
37	Three year prior Adjusted PU (New Weights)			54	1,222.34	1,222.35	1,249.63	1,206.90	1,149.73	1,129.97	1,129.97	1,129.97	1,129.97	1,129.97	1,129.97
38	ANTC / APU = (36) / (37)			424	12,092.82	12,092.68	14,076.14	15,157.53	16,547.73	17,510.51	18,210.93	18,939.36	19,696.94	20,484.82	21,304.21
39	State average ANTC / APU with ag value adjustment			425	12,230.05	12,230.05	13,617.01	14,207.10	14,848.85	15,443.00	16,061.00	16,703.00	17,371.00	18,066.00	18,789.00
40	Equalizing Factor = 123% of (39)			426	15,042.96	15,042.96	16,748.92	17,474.73	18,264.09	18,994.89	19,755.03	20,544.69	21,366.33	22,221.18	23,110.47
41	Local (levy) share of Equalized Revenue (lesser of 1 or (38) / (40))			427	80.39%	80.39%	84.04%	86.74%	90.60%	92.19%	92.18%	92.19%	92.19%	92.19%	92.18%
42	State (aid) share of Equalized Revenue (1 - (41))			428	19.61%	19.61%	15.96%	13.26%	9.40%	7.81%	7.82%	7.81%	7.81%	7.81%	7.82%
43	Equalized Revenue (lesser of (34) or (6) * (8))			423	209,631	210,584	219,234	231,502	243,771	256,039	268,307	280,575	292,844	305,112	317,380
44	Initial LTFM State Aid (42) * (43)			429	41,113	41,300	34,985	30,698	22,908	20,008	20,972	21,924	22,880	23,841	24,806
45	Old formula Grandfathered Alternative Facilities Aid			431	-	-	-	-	-	-	-	-	-	-	-
46	Total LTFM State Aid (Greater of (44) or (45))			432	41,113	41,300	34,985	30,698	22,908	20,008	20,972	21,924	22,880	23,841	24,806
47	Total LTFM Levy (34) - (46) (including coop/intermediate)			435	168,517	169,283	184,249	200,804	220,862	236,030	247,336	258,652	269,963	281,271	292,575
48	Debt Service Portion of Revenue (non-grandfather districts)														
49	Subtotal Debt Service Revenue from above = (12) - (13) + (17) + (20a) + (24)			763+764+765+766		-	-	-	-	-	-	-	-	-	-
50	Existing LTFM bonds excluding bonds on line 17 (principal + interest)*1.05 from "FM Other Bonds" tab			767		-	-	-	-	-	-	-	-	-	-
50b	New LTFM bonds excluding bonds on line 17 (principal + interest)*1.05														
51	Total Debt Service Revenue = (49) + (50) + (50b)			768		-	-	-	-	-	-	-	-	-	-
52	Equalized debt Service Revenue (lesser of (43) or (51))			436		-	-	-	-	-	-	-	-	-	-

[illegible]

102 EQUAL EDUCATIONAL OPPORTUNITY

I. PURPOSE

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide equal educational opportunity for all students. The school district does not discriminate on the basis of one or more of the following: race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity and expression, or age. The school district also makes reasonable accommodation for students with disabilities.
- B. The school district prohibits harassment and discrimination of any individual based on any of the protected classifications listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence (Policy 413).
- C. The school district prohibits discrimination of students with a disability, within the intent of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), who need services, accommodations, or programs in order to receive a free appropriate public education. For information as to protections that may apply pursuant to Section 504 and the school district's corresponding procedures for addressing disability discrimination complaints, refer to the school district's policy on student disability nondiscrimination (Policy 521).
- D. The school district prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities. For information as to the protections that apply pursuant to Title IX and school district's corresponding procedures and processes for addressing sexual harassment and discrimination, refer to the school district's policy on Title IX sex nondiscrimination (Policy 522).
- E. The school district shall provide equal opportunity for members of each sex and to members of all races and ethnicities to participate in its athletic program. In determining whether equal opportunity to participate in athletic programs is available for the purposes of this law, at least the following factors shall be considered to the extent that they are applicable to a given situation: whether the opportunity for males and females to participate in the athletic program reflects the demonstrated interest in athletics of the males and females in the student body of the educational institution; whether the opportunity for members of all races and

ethnicities to participate in the athletic program reflects the demonstrated interest in athletics of members of all races and ethnicities in the student body of the educational institution; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of each sex; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of all races and ethnicities; the provision of equipment and supplies; scheduling of games and practice times; assignment of coaches; provision of locker rooms; practice and competitive facilities; and the provision of necessary funds for teams of one sex.

- F. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- G. Every school district employee shall be responsible for complying with this policy.
- H. Any student, parent, or guardian having a question regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.

III. GRIEVANCE PROCEDURE FOR COMPLAINTS OF DISCRIMINATION

The following grievance procedure applies to claims of sex, disability, and racial discrimination:

- A. Any person who believes he or she has been the victim of unlawful discrimination or any person with knowledge or belief of conduct that may constitute unlawful discrimination shall report the alleged acts immediately to an appropriate school district official designated by this policy. The complaint must be filed within 90 calendar days of the alleged violation.
- B. The Human Rights Officer is responsible for receiving oral or written complaints of unlawful discrimination toward an employee or student. However, nothing in this policy shall prevent any person from reporting unlawful discrimination toward an employee or student directly with the Human Rights Officer, the school board or other school district official.
- C. The school board hereby designates the superintendent of schools, 1401 7th St SW, Pipestone, MN 56164, 507-562-6068, as the school district Human Rights Officer(s) to receive reports, complaints or grievance of unlawful discrimination. If the complaint involves a human rights officer, the complaint shall be filed directly with the School Board Chairperson.
- D. The Human Rights Officer may request but not insist upon a written complaint. Alternative means of filing a complaint, such as through a personal interview or by tape recording, shall be made available upon request for qualified persons with a disability. If the complaint is oral, it shall be reduced to writing within 24 hours and forwarded to the superintendent. Failure to do so may result in disciplinary action. The school district encourages the reporting party to complete the complaint form

for written complaints. It is available from the principal of each building or the school district office.

- E. The school district shall respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses, consistent with the school district's legal obligations to investigate, take appropriate action, and comply with any discovery or disclosure obligations.

INVESTIGATION

- A. The Human Rights Officer, upon receipt of a complaint alleging unlawful discrimination shall promptly undertake an investigation if deemed appropriate. The investigation may be conducted by the Title IX coordinator for complaints of sex discrimination or the Section 504 Coordinator for complaints of disability discrimination, or a school district official or neutral third party designated by the Title IX coordinator, Section 504 coordinator or Human Rights Officer. The investigation shall be completed within 30 days of the complaint, unless impracticable.
- 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 other methods deemed pertinent by the investigator.
- C. In determining whether the alleged conduct constitutes a violation of this policy, the school district shall consider the facts and the surrounding circumstances such as the nature of the behavior, past incidents or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incident occurred.
- D. The school district may take immediate steps to protect the parties involved in the complaint process, pending completion of an investigation of alleged unlawful discrimination.
- E. Upon completion of the investigation, the school district investigator shall make a written report to the Human Rights Officer. If the complaint involves the Human Rights Officer, the report may be filed directly with the superintendent or school board. The report shall include the facts, a determination of whether the allegations have been substantiated, whether a violation of this policy has occurred as well as a description of any proposed resolution which may include alternative dispute resolution.
- F. The district shall comply with federal and state law pertaining to retention of records.

APPEAL

If the grievance has not been resolved to the satisfaction of the complainant, s/he may appeal to the Human Rights Officer within ten (10) school days of receipt of the findings of the school district investigation. The school district investigator shall conduct a review of the appeal and within ten (10) school days of receipt of the appeal, shall affirm, reverse,

or modify the findings of the report. The decision of the school district investigator is final but does not preclude pursuit of alternative complaint procedures noted in the section entitled “Right to Alternative Compliant Procedures.”

SCHOOL DISTRICT ACTION

- A. Upon conclusion of the investigation and receipt of the findings, the school district shall take appropriate action. If it is determined that a violation has occurred, such action may include, but is not limited to, warning, suspension, expulsion, transfer, remediation or termination.

School district action taken for violation of this policy shall be consistent with the requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.

- B. The result of the school district’s investigation of each complaint filed under these procedures shall be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

RETALIATION

The school district shall take appropriate action against any student, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful discrimination toward an employee or student or any person who testifies, assists or participates in an investigation or hearing relating to such unlawful discrimination. Retaliation includes, but is not limited to, any form of intimidation or harassment.

CONFLICT OF INTEREST

If there is a conflict of interest with respect to any party affected by this policy, appropriate action shall be taken such as, but not limited to, appointing or contracting with a neutral third party investigator to conduct the investigation or recusal from the process by the person for whom a conflict or potential conflict of interest exists.

DISSEMINATION OF POLICY

The school district shall adopt and publish these procedures.

TITLE IX COORDINATOR

Rick Zollner
1401 7th St. SW
Pipestone, MN 56164
507-562-6084

rick.zollner@pas.k12.mn.us

SECTION 504 COORDINATOR (GR 6-12)

Kaysee Slaba
1401 7th St. SW
Pipestone, MN 56164
507-562-6111

kaysee.slaba@pas.k12.mn.us

SECTION 504 COORDINATOR (GR K-5)

Josie Loll
1401 7th St SW
Pipestone, MN 56164
507-562-6207

josie.loll@pas.k12.mn.us

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 agencies listed below or initiating action in state or federal court.

Claims of discrimination may also be pursued through the following agencies where appropriate:

A student, parent, or employee can file a complaint with OCT at any time at:

Office for Civil Rights, Region V
U.S. Department of Education
Citigroup Center
500 W. Madison Street – Suite 1475
Chicago, IL 60661-4544
Tel: 312-730-1560
Facsimile: 312-730-1576
TDD: 800-877-8339

Students, parents, and employees may file a complaint of discrimination with:

MN Department of Human Rights
Freeman Building, 625 Robert Street North
St. Paul, MN 55155
800-657-3704
651-539-1100
TDD 651-296-1283

For complaints of employment discrimination:

Equal Employment Opportunity Commission
330 S. 2nd Avenue, Suite 720
Minneapolis, MN 55401
800-669-4000
TDD 800-669-6820

Legal References: Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process)

Adopted: 9/18/1995
Revised: 9/6/05
Revised: 4/24/17
Revised: 2/26/18
Revised: 8/27/18
Revised: 2/28/22
Revised: 8/22/22
Revised: 2/27/23
Revised: 7/24/23
Revised: 8/28/23
Revised: 7/22/24

207 PUBLIC HEARINGS

I. PURPOSE

The school board recognizes the importance of obtaining public input on matters properly before the school board during a public hearing. The purpose of this policy is to establish procedures to efficiently receive public input.

II. GENERAL STATEMENT OF POLICY

For the school board to efficiently receive public input on matters properly before the school board, the school board establishes the procedures set forth in this policy are established.

III. PROCEDURES

A. Public Hearings

Public hearings are required by law concerning certain issues, including but not limited to, school closings (Minnesota Statutes, section 123B.51), education district establishment (Minnesota Statutes, section 123A.15), and agreements for secondary education (Minnesota Statutes, section 123A.30). Additionally, other public hearings may be held by the school board on school district matters at the school board's discretion.

B. Notice of Public Hearings

Public notice of a public hearing required by law shall be given as provided by the enabling legislation. Public notice of other hearings shall be given in the manner required for a regular meeting if held in conjunction with a regular meeting, in the manner required for a special meeting if held in conjunction with a special meeting, or as otherwise determined by the school board.

C. Public Participation

The school board retains the right to require that those in attendance at a public hearing indicate their desire to address the school board and complete and file with the clerk of the school board an appropriate request card prior to commencement of the hearing if the school board utilizes this procedure. In that case, any request to address the school board after the commencement of the hearing will be granted only at the school board's discretion.

1. Format of Request: If required by the school board, a written request of an individual or a group to address the school board shall contain the name of the person or group seeking to address the school board. It shall also contain

the name of the group represented, if any, and a brief statement of the subject to be covered or the issue to be addressed.

2. Time Limitation: The school board retains the discretion to limit the time for each presentation as needs dictate.
3. Groups: The school board retains the discretion to require that any group of persons who desire to address the school board designate one representative or spokesperson. If the school board requires designation of a representative or spokesperson, no other person in the group will be recognized to address the school board, except as the school board otherwise determines.
4. Privilege to Speak: A school board member should direct remarks or questions through the chair. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
5. Personal Attacks: Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
6. Limitations on Participation: Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary to provide an orderly, efficient, and fair opportunity to be heard.

Legal References: Minn. Stat. § 123A.15 (Establishing Education Districts)
Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)

Cross References: MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)

Adopted: 3/18/1996

Revised: 10/24/2005
4/24/2017
7/22/2024

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. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses 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 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 of the Minnesota Department of Health (“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.
- I. “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 as a pupil solely because the patient or person is enrolled in the registry 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.

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.

[NOTE: School districts are required by Minnesota Statutes, section 121A.22 to develop procedures for the administration of drugs and medicine. If the school district does not have a student medication policy such as MSBA/MASA Model Policy 516, this Paragraph A. can be modified to provide: "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 provide a copy of the prescription and the medication to the school nurse, principal, or other designated staff member. The school district's licensed school nurse, trained health clerk, principal, or teacher will administer the prescribed medication except medical cannabis, nonintoxicating cannabinoids, or edible cannabinoid products, in accordance with school district procedures."]

- 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.

[NOTE: The Drug-Free Workplace Act requires that school district employees be notified by a published statement of the prohibition of the use of controlled substances and actions that will be taken against employees for violations of such prohibition. 41 United States Code, section 8103; 34 Code of Federal Regulations Part 84. An acknowledgment will document satisfaction by the school district of this federal requirement.]

- 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.

VI. 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 provided 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. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

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.101 (Definitions; Alcoholic Beverage)
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. § 7101-7122 (Student Support and Academic Enrichment Grants)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School)

District Employees)

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)

Adopted: 2/28/1997

Revised: 8/25/2014

1/25/2018

8/26/2019

8/22/2022

7/24/2023

7/22/2024

521 STUDENT DISABILITY NONDISCRIMINATION

I. PURPOSE

The purpose of this policy is to protect students with disabilities from discrimination on the basis of disability and to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973 (Section 504), need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

II. GENERAL STATEMENT OF POLICY

- A. Students with disabilities who meet the criteria of Paragraph C. below are protected from discrimination on the basis of a disability.
- B The responsibility of the school district is to identify and evaluate learners who, within the intent of Section 504, need services, accommodations, or programs in order that such learners may receive a free appropriate public education.
- C. For this policy, a learner who is protected under Section 504 is one who:
 - 1. has a physical or mental impairment that substantially limits one or more of such person's major life activities; or
 - 2. has a record of such an impairment;
 - 3. is regarded as having such an impairment; or
 - 4. has an impairment that is episodic or in remission and would materially limit a major life activity when active.

[NOTE: The 2024 Minnesota legislature revised the definition of 'disability' in Minnesota Statutes, section 363A.03, subdivision 12]

- D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act.

III. COORDINATOR

Persons who have questions or comments should contact Kaysee Slaba, MS/HS Social Worker, 1401 7th St SW, Pipestone, MN 56164, 507-562-6111. This person is the school district's Americans with Disabilities Act/Section 504 coordinator for grades 6-12, or Josie Loll, elementary nurse, 1401 7th St SW, Pipestone, MN 56164, 507-562-6207 for grades K-5. Persons who wish to make a complaint regarding a disability discrimination matter may use the accompanying Student Disability Discrimination Grievance Report Form. The

form should be given to the ADA/Section 504 coordinator.

IV. GRIEVANCE PROCEDURE FOR COMPLAINTS OF DISCRIMINATION

The following grievance procedure applies to claims of sex, disability, and racial discrimination:

- A. Any person who believes he or she has been the victim of unlawful discrimination or any person with knowledge or belief of conduct that may constitute unlawful discrimination shall report the alleged acts immediately to an appropriate school district official designated by this policy. The complaint must be filed within 90 calendar days of the alleged violation.
- B. The Human Rights Officer is responsible for receiving oral or written complaints of unlawful discrimination toward an employee or student. However, nothing in this policy shall prevent any person from reporting unlawful discrimination toward an employee or student directly with the Human Rights Officer, the school board or other school district official.
- C. The school board hereby designates Dr. Klint W. Willert 1401 7th St SW, Pipestone, MN 56164, 507-562-6068, klint.willert@pas.k12.mn.us, as the school district Human Rights Officer(s) to receive reports, complaints or grievance of unlawful discrimination. If the complaint involves a human rights officer, the complaint shall be filed directly with the School Board Chair.
- D. The Human Rights Officer may request but not insist upon a written complaint. Alternative means of filing a complaint, such as through a personal interview or by tape recording, shall be made available upon request for qualified persons with a disability. If the complaint is oral, it shall be reduced to writing within 24 hours and forwarded to the superintendent. Failure to do so may result in disciplinary action. The school district encourages the reporting party to complete the complaint form for written complaints. It is available from the principal of each building or the school district office.
- E. The school district shall respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses, consistent with the school district's legal obligations to investigate, take appropriate action, and comply with any discovery or disclosure obligations.

INVESTIGATION

- A. The Human Rights Officer, upon receipt of a complaint alleging unlawful discrimination shall promptly undertake an investigation if deemed appropriate. The investigation may be conducted by the Title IX coordinator for complaints of sex discrimination or the Section 504 Coordinator for complaints of disability discrimination, or a school district official or neutral third party designated by the Title IX coordinator, Section 504 coordinator or Human Rights Officer. The investigation shall be completed within 30 days of the complaint, unless impracticable.

- 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 other methods deemed pertinent by the investigator.
- C. In determining whether the alleged conduct constitutes a violation of this policy, the school district shall consider the facts and the surrounding circumstances such as the nature of the behavior, past incidents or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incident occurred.
- D. The school district may take immediate steps to protect the parties involved in the complaint process, pending completion of an investigation of alleged unlawful discrimination.
- E. Upon completion of the investigation, the school district investigator shall make a written report to the Human Rights Officer. If the complaint involves the Human Rights Officer, the report may be filed directly with the superintendent or school board. The report shall include the facts, a determination of whether the allegations have been substantiated, whether a violation of this policy has occurred as well as a description of any proposed resolution which may include alternative dispute resolution.
- F. The district shall comply with federal and state law pertaining to retention of records.

APPEAL

If the grievance has not been resolved to the satisfaction of the complainant, s/he may appeal to the Human Rights Officer within ten (10) school days of receipt of the findings of the school district investigation. The school district investigator shall conduct a review of the appeal and within ten (10) school days of receipt of the appeal, shall affirm, reverse, or modify the findings of the report. The decision of the school district investigator is final but does not preclude pursuit of alternative complaint procedures noted in the section entitled "Right to Alternative Compliant Procedures."

SCHOOL DISTRICT ACTION

- A. Upon conclusion of the investigation and receipt of the findings, the school district shall take appropriate action. If it is determined that a violation has occurred, such action may include, but is not limited to, warning, suspension, expulsion, transfer, remediation or termination.

School district action taken for violation of this policy shall be consistent with the requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.

- B. The result of the school district's investigation of each complaint filed under these procedures shall be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

RETALIATION

The school district shall take appropriate action against any student, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful discrimination toward an employee or student or any person who testifies, assists or participates in an investigation or hearing relating to such unlawful discrimination. Retaliation includes, but is not limited to, any form of intimidation or harassment.

CONFLICT OF INTEREST

If there is a conflict of interest with respect to any party affected by this policy, appropriate action shall be taken such as, but not limited to, appointing or contracting with a neutral third-party investigator to conduct the investigation or recusal from the process by the person for whom a conflict or potential conflict of interest exists.

DISSEMINATION OF POLICY

The school district shall adopt and publish these procedures.

TITLE IX COORDINATOR

Rick Zollner
1401 7th St. SW
Pipestone, MN 56164
507-562-6099
rick.zollner@pas.k12.mn.us

SECTION 504 COORDINATOR GR 6-12

Kaysee Slaba
1401 7th St. SW
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SECTION 504 COORDINATOR GR K-5

Josie Loll
1401 7th St SW
Pipestone, MN 56164
507-562-6207
josie.loll@pas.k12.mn.us

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 agencies listed below or initiating action in state or federal court.

Claims of discrimination may also be pursued through the following agencies where appropriate:

A student, parent, or employee can file a complaint with OCT at any time at:

Office for Civil Rights, Region V
U.S. Department of Education
Citigroup Center
500 W. Madison Street – Suite 1475
Chicago, IL 60661-4544
Tel: 312-730-1560
Facsimile: 312-730-1576
TDD: 800-877-8339

Students, parents, and employees may file a complaint of discrimination with:

MN Department of Human Rights
Freeman Building, 625 Robert Street North
St. Paul, MN 55155
800-657-3704
651-539-1100
TDD 651-296-1283

For complaints of employment discrimination:

Equal Employment Opportunity Commission
330 S. 2nd Avenue, Suite 720
Minneapolis, MN 55401
800-669-4000
TDD 800-669-6820

Legal References: Minn. Stat. § 363A.03, Subd. 12 (Definitions)
42 U.S.C. Ch. 126 (Equal Opportunity for Individuals with Disabilities)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. Part 104 (Section 504 Implementing Regulations)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)

Adopted: 10/15/1996

Revised: 12/05

10/15

2/18

8/26/2019

1/25/2021

9/27/2021

8/22/2022

2/27/2023

7/22/2024

532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS WITH IEPs FROM SCHOOL GROUNDS

I. PURPOSE

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to remove, if necessary, a student with an individualized education program (IEP) from school grounds.

II. GENERAL STATEMENT OF POLICY

The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

In general, all students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student with an IEP engages in conduct which, in the judgment of school personnel, endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy.

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them in this section:

- A. "Crisis team" means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.
- B. "Emergency" means a situation where immediate intervention is needed to protect a child or other individual from physical injury.
- C. "Peace officer" means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime

and the enforcement of general criminal laws of the state and who has the full power of arrest. The term “peace officer” includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.

- D. "Physical holding" means physical intervention intended to hold a child immobile or limit a child's movement, where body contact is the only source of physical restraint, and where immobilization is used to effectively gain control of a child in order to protect a child or other individual from physical injury.

[NOTE: This definition is added to provide clarity for discussion of physical holds later in this policy and in light of recent Minnesota legislative action.]

- E. The phrase “remove the student from school grounds” is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.
- F. “School Resource Officer” means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer’s regular responsibilities through the terms of a contract entered between the peace officer’s employer and the designated school district or charter school.

[NOTE: The 2024 Minnesota legislature enacted this definition of “school resource officer.” MSBA deleted the definition of “police liaison officer” as part of this change. School districts should use the term that reflects their local circumstances.]

- G. “Student with an IEP” or “the student” means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).
- H. All other terms and phrases used in this policy shall be defined in accordance with applicable state and federal law or ordinary and customary usage.

IV. REMOVAL OF STUDENTS WITH IEPs FROM SCHOOL GROUNDS

A. Removal By Crisis Team

If the behavior of a student with an IEP escalates to the point where the student’s behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building’s crisis team may be summoned. The crisis team may attempt to de-escalate the student’s behavior by means including, but not limited to, those described in the student’s IEP and/or behavior intervention plan. When such measures fail, or when the crisis team determines that the student’s behavior continues to endanger or may endanger the health, safety, or property of the student, other students, staff members, or school property, the crisis team may remove the student from school grounds.

If the student’s behavior cannot be safely managed, school personnel may immediately request assistance from the school resource officer or a peace officer.

B. Removal By School Resource Officer or Peace Officer

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the school resource officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.

[NOTE: If the school district uses a different reference name for its student records policy, insert that name in place of the reference to Protection and Privacy of Pupil Records, which is the title of MSBA/MASA Model Policy 515.]

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

C. Reasonable Force Permitted

1. In removing a student with an IEP from school grounds, a building administrator, other crisis team members, or the school resource officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another
2. In removing a student with an IEP from school grounds, school resource officers and school district personnel are further prohibited from engaging in the following conduct:
 - a. Corporal punishment prohibited by Minnesota Statutes, section 121A.58;

- b.. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;
 - c. Totally or partially restricting a child's senses as punishment;
 - d. Denying or restricting a child's access to equipment and devices such as walkers, wheelchairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;
 - e. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minnesota Statutes, Chapter 260E;
 - f. Physical holding (as defined above and in Minnesota Statutes, section 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso;
 - g. Withholding regularly scheduled meals or water; and/or
 - h. Denying a child access to toilet facilities.
3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

D. Parental Notification

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal.

E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

F. Effect of Policy in an Emergency; Use of Restrictive Procedures

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIP, or behavior intervention plan authorizes the use of one or more restrictive procedures, the crisis team may employ those restrictive procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds, as long as the crisis team members who are implementing the restrictive procedures have received the training required by Minnesota Statutes, section 125A.0942, subdivision 5, and otherwise comply with the requirements of section 125A.0942.

G. Reporting to the Minnesota Department of Education (MDE)

Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE (Commissioner) specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of seclusion. By January 15, April 15, July 15, and October 15 of each year, districts must report, in a form and manner determined by the Commissioner, about individual students who have been secluded. By July 15 each year, districts must report summary data. The summary data must include information on the use of restrictive procedures for the prior school year, July 1 through June 30, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.67 (Removal by Police Officer)
Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)
Minn. Stat. § 609.06 (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))
20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education Act)
34 C.F.R. § 300.535 (Referral to and Action by Law Enforcement and Judicial Authorities)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment and Prone Restraint)
MSBA/MASA Model Policy 507.5 (School Resource Officers)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 806 (Crisis Management Policy)

Adopted: 3/16/2004

Revised: 9/25/2005

9/23/2019

4/25/2022

8/22/2022

7/24/2023

7/22/2024

602 ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY

I. PURPOSE

The purpose of this policy is to provide for a timely determination of the school calendar and school day.

II. GENERAL STATEMENT OF POLICY

The school calendar and schedule of the school day are important to parents, students, employees, and the general public for advance, effective planning of the school year.

III. CALENDAR RESPONSIBILITY

- A. The school calendar shall be adopted annually by the school board. It shall meet all provisions of Minnesota statutes pertaining to minimum number of school days and other provisions of law. The school calendar shall establish student days, workshop days for staff, provide for emergency closings and other information related to students, staff, and parents.

[NOTE: The annual school calendar must include at least 425 hours of instruction for a kindergarten student, 935 hours of instruction for a student in grades 1 through 6, and 1,020 hours of instruction for a student in grades 7 through 12, not including summer school. The school calendar for all-day kindergarten must include at least 850 hours of instruction for the school year. If a voluntary prekindergarten program is offered by the school district, a prekindergarten student must receive at least 350 hours of instruction for the school year. A school board's annual calendar must include at least 165 days of instruction for a student in grades 1 through 11 unless a four-day week schedule has been approved by the Commissioner of the Minnesota Department of Education under Minnesota Statutes, section 124D.126. A school board's annual school calendar may include plans for up to five days of instruction provided through online instruction due to inclement weather. The inclement weather plans must be developed according to Section V., below.]

- B. Except for learning programs during summer and flexible learning year programs, the school district will not commence an elementary or secondary school year before Labor Day, except as provided in Section III.B.1., III.B.2., or III.B.3. Days devoted to teacher's workshops may be held before Labor Day.
1. The school district may begin the school year on any day before Labor Day to accommodate a construction or remodeling project of \$400,000 or more affecting a school district school facility.

2. The school district may begin the school year on any day before Labor Day if the school district has agreement under Minnesota Statutes, section 123A.30, 123A.32, or 123A.35 with a school district that qualifies under Section III.B.1.
 3. The school district may begin the school year on any day before Labor Day if the school district agrees to the same schedule with a school district in an adjoining state.
- C. Employee and advisory groups shall be provided an opportunity to participate in school calendar considerations through a meet and confer process.

[NOTE: The school board should attempt to establish the calendar as early as possible so proper planning can take place by all members of the school community.]

[The statutory April 1 requirement was repealed many years ago.]

IV. SCHOOL DAY RESPONSIBILITY

- A. The superintendent shall be responsible for developing a schedule for the student day, subject to review by the school board. All requirements and provisions of Minnesota Statutes and Minnesota Department of Education Rules shall be met.
- B. In developing the student day schedule, the superintendent shall consider such factors as school bus schedules, cooperative programs, differences in time requirements at various grade levels, effective utilization of facilities, cost effectiveness, and other concerns deserving of attention.
- C. Proposed changes in the school day shall be subject to review and approval by the school board.

V. E-LEARNING DAYS

- A. An “e-learning day” is a school day where a school offers full access to online instruction provided by students’ individual teachers due to inclement weather.
- B. A school district may designate up to five e-learning days in one school year.
- C. An e-learning day is counted as a day of instruction and included in the hours of instruction pursuant to Section III.A., above.
- D. A school board may adopt an e-learning day plan after consulting with the exclusive representative of the teachers. The e-learning day plan developed by the school district will include accommodations for students without Internet access at home and for digital device access for families without the technology or with an insufficient amount of technology for the number of children in the household. The plan must also provide accessible options for students with disabilities.

- E. The school district must notify parents and students of its e-learning day plan at the beginning of each school year.
- F. When an e-learning day is declared by the school district, notice must be provided to parents and students at least two hours prior to the normal school start time that students will need to follow the e-learning day plan for that day.
- G. On an e-learning day, each student's teacher must be accessible both online and by telephone during normal school hours to assist students and parents.
- H. When the school district declares an e-learning day, it must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

Legal References: Minn. Stat. § 10.55 (Juneteenth)
Minn. Stat. § 120A.40 (School Calendar)
Minn. Stat. § 120A.41 (Length of School Year; Hours of Instruction)
Minn. Stat. § 120A.414 (E-Learning Days)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. § 120A.42 (Conduct of School on Certain Holidays)
Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123A.32 (Interdistrict Cooperation)
Minn. Stat. § 123A.35 (Cooperation and Combination)
Minn. Stat. § 124D.126 (Powers and Duties of Commissioner; Flexible Learning Year Programs)
Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)
Minn. Stat. § 124E.25 (Payment of Aids to Charter Schools)
Minn. Stat. § 127A.41, Subd. 7 (Distribution of School Aids; Appropriation)
Minn. Stat. § 645.44 (Words and Phrases Defined)

Cross References: MSBA/MASA Model Policy 425 (Staff Development)

Adopted: 3/18/1996

Revised: 2/27/2006
6/24/2019
11/23/2020
8/22/2022
7/24/2023
7/22/2024

608 INSTRUCTIONAL SERVICES – SPECIAL EDUCATION

I. PURPOSE

The purpose of this policy is to set forth the position of the school board on the need to provide special educational services to some students in the school district.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that some students need special education and further recognizes the importance of providing a free appropriate public education and delivery system for students in need of special education.

III. CHILDREN BIRTH THROUGH AGE SIX EXPERIENCING DEVELOPMENTAL DELAYS

- A. "Child with a disability" means a 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 Children, Youth, and Families for children from birth through age two and by the rules of the Commissioner of the Minnesota Department of Education for all other children. A licensed physician, an advanced practice registered nurse, a physician assistant, or a licensed psychologist is qualified to make a diagnosis and determination of attention deficit disorder or attention deficit hyperactivity disorder for purposes of identifying a child with a disability.
- B. In addition to Paragraph A, every child under age three and, at local district discretion, every child from age three through age six, who needs special instruction and services, as determined by the rules of the Commissioner of the Minnesota Department of Children, Youth, and Families for children under age three and by the rules of the Commissioner of the Minnesota Department of Education for children ages three through six, because the child has a substantial delay or has a diagnosed physical or mental condition or disorder with a high probability of resulting in developmental delay is a child with a disability.
- C. A child with a short-term or temporary physical or emotional illness or disability, as determined by the rules of the Commissioner of the Minnesota Department of Children, Youth, and Families for children from birth through age two and by the

rules of the Commissioner of the Minnesota Department of Education for all other children, is not a child with a disability.

[NOTE: The 2024 Minnesota legislature revised these provisions in part to account for the responsibilities of the new Department of Children, Youth, and Families. The provisions quote Minnesota Statutes, section 125A.02.]

IV. RESPONSIBILITIES

- A. The school board accepts its responsibility to identify, evaluate, and provide special education and related services for children with a disability who are properly the responsibility of the school district and who meet the criteria to qualify for special education and related services as set forth in Minnesota and federal law.
- B. The school district shall ensure that all qualified children with a disability are provided special education and related services that are appropriate to their educational needs.
- C. When such services require or result from interagency cooperation, the school district shall participate in such interagency activities in compliance with applicable federal and state law.

Legal References: Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 125A.02 (Child with a Disability Defined)
Minn. Stat. § 125A.027 (Rulemaking)
Minn. Stat. § 125A.03 (Special Instruction for Children with a Disability)
Minn. Stat. § 125A.08 (Individualized Education Programs)
Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)
Minn. Stat. § 125A.29 (Responsibilities of County Boards and School Boards))
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 508 (Extended School Year for Certain Students with Individualized Education Programs)
MSBA/MASA Model Policy 509 (Enrollment of Nonresident Students)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

Adopted: 2/18/1997

Revised: 6/24/2019
2/27/2006
4/25/2022
7/22/2024

621 LITERACY AND THE READ ACT

[Note: By the 2026-2027 school year, the school district must provide evidence-based reading instruction through a focus on student mastery of the foundational reading skills of phonemic awareness, phonics, and fluency, as well as the development of oral language, vocabulary, and reading comprehension skills. Students must receive evidence-based instruction that is proven to effectively teach children to read, consistent with Minnesota Statutes, sections 120B.1117 to 120B.124.]

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 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.
- 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, 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 give the parent of each student who is not reading at or above grade level timely information 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. 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, 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 language.

- 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. 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, must be screened 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. 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.
- E. The school district must include in its 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 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 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 reading intervention 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;
 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.
- B. 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:
 - 1. 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. special education teachers;
 - 4. curriculum directors;
 - 5. instructional support staff who provide reading instruction; and
 - 6. employees who select literacy instructional materials for a district.
- B. The school district must provide training from a menu of approved evidence-based training programs to 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. 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.

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. 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 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

Adopted: 7-22-2024

722 PUBLIC DATA AND DATA SUBJECT REQUESTS

I. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

II. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 (MGDPA), and Minnesota Rules parts 1205.0100-1205.2000 in responding to requests for public data.

III. DEFINITIONS

A. Confidential Data on Individuals

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

B. Data on Individuals

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

D. Government Data

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

E. Individual

“Individual” means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or

guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

F. Inspection

“Inspection” means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public’s own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

O. Summary Data

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 an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

IV. REQUESTS FOR PUBLIC DATA

A. All requests for public data must be made in writing directed to the responsible authority.

1. A request for public data must include the following information:
 - a. Date the request is made;
 - b. A clear description of the data requested;
 - c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
 - d. Method to contact the requestor (such as phone number, address, or email address).
2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.
3. The identity of the requestor is public, if provided, but cannot be required by the government entity.
4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

B. The responsible authority will respond to a data request at reasonable times and places as follows:

1. The responsible authority will notify the requestor in writing as follows:
 - a. The requested data does not exist; or

- b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or
 - (1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.
 - (2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.
 - c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.
- 2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.
 - 3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.
 - 4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.
 - 5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

V. REQUEST FOR SUMMARY DATA

- A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.
 - 1. A request for the preparation of summary data must include the following information:

- a. Date the request is made;
 - b. A clear description of the data requested;
 - c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
 - d. Method to contact requestor (phone number, address, or email address).
- B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:
 - 1. The estimated costs of preparing the summary data, if any; and
 - 2. The summary data requested; or
 - 3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or
 - 4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.
- C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

VI. DATA BY AN INDIVIDUAL DATA SUBJECT

- A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.
- B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.
- C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.

- D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.
- E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.
- F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.
- G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.
- H. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.
- I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.
- J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the commissioner of administration's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA

- A. All requests for individual subject data must be made in writing directed to the responsible authority.
- B. A request for individual subject data must include the following information:
 - 1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;
 - 2. Date the request is made;
 - 3. A clear description of the data requested;
 - 4. Proof that the individual is the data subject or the data subject's parent or guardian;
 - 5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
 - 6. Method to contact the requestor (such as phone number, address, or email address).
- C. The identity of the requestor of private data is private.
- D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

VIII. COSTS

- A. Public Data
 - 1. The school district will charge for copies provided as follows:
 - a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.
 - b. More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.
 - (1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).

- (2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.

2. All charges must be paid for in cash or by check in advance of receiving the copies.

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.
2. The school district may assess costs associated with the preparation of summary data as follows:
 - a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;
 - b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

IX. Annual Review and Posting

- A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school

district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.

- B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

Data Practices Contacts

Responsible Authority:

Sonja Ortman
MS/HS
1401 7th St. SW, Pipestone, MN 56164
507-562-6099
Sonja.ortman@pas.k12.mn.us

Jennifer Moravetz
Pipestone Elementary
1401 7th St SW, Pipestone, MN 56164
507-562-6200
Jennifer.moravetz@pas.k12.mn.us

Data Practices Compliance Official:

Dr. Klint W. Willert
District Office/MSHS
1401 7th St SW
Pipestone, MN 56164
507-562-6068
Klint.willert@pas.k12.mn.us

Data Practices Designee(s):

[Name]
[Location]
[Phone number; email address]

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.01 (Government Data)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.025 (Government Entity Obligation)
Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.04 (Rights of Subjects to Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.32 (Educational Data)
Minn. Rules Part 1205.0300 (Access to Public Data)
Minn. Rules Part 1205.0400 (Access to Private Data)

Cross References:

MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

Adopted: 8/27/2018

Revised: 8/22/2022
4/24/2023
7/22/2024

406 PUBLIC AND PRIVATE PERSONNEL DATA

[Note: The provisions of this policy accurately reflect the Minnesota Government Data Practices Act and are not discretionary in nature.]

I. PURPOSE

The purpose of this policy is to provide guidance to school district employees as to the data the school district collects and maintains regarding its employees, volunteers, independent contractors, and applicants (“personnel”).

II. GENERAL STATEMENT OF POLICY

- A. All data on individuals collected, created, received, maintained, or disseminated by the school district, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district.
- B. All other data on individuals is private or confidential.

III. DEFINITIONS

- A. “Public” means that the data is available to anyone who requests it.
- B. “Private” means the data is not public and is accessible only to the following: the subject of the data, as limited by any applicable state or federal law; individuals within the school district whose work assignments reasonably require access; entities and agencies as determined by the responsible authority who are authorized by law to gain access to that specific data; and entities or individuals given access by the express written direction of the data subject.
- C. “Confidential” means the data are not public and are not accessible to the subject.
- D. “Parking space leasing data” means the following government data on an applicant for, or lessee of, a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, location of parking space, and work telephone number.
- E. “Personnel data” means government data on individuals maintained because they are or were employees, applicants for employment, volunteers or independent contractors for the school district. Personnel data include data submitted by an employee to the school district as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations.
- F. “Finalist” means an individual who is selected to be interviewed by the school

board for a position.

- G. “Protected health information” means individually identifiable health information as defined in 45 Code of Federal Regulations, section 160.103, that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium by a health care provider, in connection with a transaction covered by 45 Code of Federal Regulations, Parts 160, 162 and 164. “Protected health information” excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, employment records held by a school district in its role as employer; and records regarding a person who has been deceased for more than fifty (50) years.
- H. “Public officials” means business managers; human resource directors; athletic directors whose duties include at least fifty (50) percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as superintendents and principals and in a charter school, individuals employed in comparable positions.

IV. PUBLIC PERSONNEL DATA

- A. The following information on current and former employees, volunteers and independent contractors of the school district, is public:
 - 1. name;
 - 2. employee identification number, which may not be the employee’s Social Security number;
 - 3. actual gross salary;
 - 4. salary range;
 - 5. terms and conditions of employment relationship;
 - 6. contract fees;
 - 7. actual gross pension;
 - 8. the value and nature of employer-paid fringe benefits;
 - 9. the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;
 - 10. job title;
 - 11. bargaining unit;
 - 12. job description;

13. education and training background;
14. previous work experience;
15. date of first and last employment;
16. the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;
17. the final disposition of any disciplinary action, as defined in Minnesota Statutes, section 13.43, subdivision. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district;
18. the complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;
19. work location;
20. work telephone number;
21. badge number;
22. work-related continuing education;
23. honors and awards received; and
24. payroll time sheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

B. The following information on current and former applicants for employment by the school district is public:

1. veteran status;
2. relevant test scores;
3. rank on eligible list;
4. job history;

5. education and training; and
 6. work availability.
- C. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the school board to be finalists for public employment.
- D. Applicants for appointment to a public body.
1. Data about applicants for appointment to a public body collected by the school district as a result of the applicant's application for employment are private data on individuals except that the following are public:
 - a. name;
 - b. city of residence, except when the appointment has a residency requirement that requires the entire address to be public;
 - c. education and training;
 - d. employment history;
 - e. volunteer work;
 - f. awards and honors;
 - g. prior government service;
 - h. any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to Minnesota Statutes, section 15.0597; and
 - i. veteran status.
 2. Once an individual is appointed to a public body, the following additional items of data are public:
 - a. residential address;
 - b. either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee;
 - c. first and last dates of service on the public body;
 - d. the existence and status of any complaints or charges against an appointee; and
 - e. upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access

to the data would jeopardize an active investigation.

3. Notwithstanding paragraph 2., any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.
- E. Regardless of whether there has been a final disposition as defined in Minnesota Statutes, section 13.43, subdivision 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minnesota Statutes, section 13.43, subdivision 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources. Data relating to a complaint or charge against a public official is public only if:
1. the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or
 2. potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement

Data that is classified as private under another law is not made public by this provision.

V. PRIVATE PERSONNEL DATA

- A. All other personnel data not listed in Section IV are private data will not be otherwise released unless authorized by law.
- B. Data pertaining to an employee's dependents are private data on individuals.
- C. Data created, collected, or maintained by the school district to administer employee assistance programs are private.
- D. Parking space leasing data with regard to data on individuals are private.
- E. An individual's checking account number is private when submitted to a government entity.
- F. Personnel data must be disseminated to labor organizations to the extent necessary to conduct elections, investigate and process grievances, and implement the provisions of Minnesota Statutes chapters 179 and 179A. Personnel data shall be disseminated to labor organizations and the Bureau of Mediation Services ("BMS") to the extent the dissemination is ordered or authorized by the Commissioner of the BMS. Employee Social Security numbers are not necessary to implement the provisions of Chapter 179 and 179A.

The home addresses, non-employer issued phone numbers and email addresses, dates of birth, and emails or other communications between exclusive representatives and their members, prospective members, and nonmembers are private data on individuals.

Dissemination of personnel data to a labor organization pursuant to Minnesota Statutes, section 13.43, subdivision 6, shall not subject the school district to liability under Minnesota Statutes, section 13.08.

Personnel data described under Minnesota Statutes, section 179A.07, subdivision 8, must be disseminated to an exclusive representative under the terms of that subdivision.

- G. The school district may display a photograph of a current or former employee to prospective witnesses as part of the school district's investigation of any complaint or charge against the employee.
- H. The school district may, if its responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:
 - 1. the person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;
 - 2. a prepetition screening team conducting an investigation of the employee under Minnesota Statutes, section 253B.07, subdivision 1; or
 - 3. a court, law enforcement agency, or prosecuting authority.
- I. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of a crime or alleged crime committed by an employee.
- J. A complainant has access to a statement provided by the complainant to the school district in connection with a complaint or charge against an employee.
- K. When allegations of sexual or other types of harassment are made against an employee, the employee does not have access to data that would identify the complainant or other witnesses if the responsible authority determines that the employee's access to that data would:
 - 1. threaten the personal safety of the complainant or a witness; or
 - 2. subject the complainant or witness to harassment.

If a disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary for

the employee to prepare for the proceeding.

- L. The school district must report to the Minnesota Professional Educator Licensing and Standards Board (“PELSB”) or the Board of School Administrators (“BOSA”), whichever has jurisdiction over the teacher’s or administrator’s license, as required by Minnesota Statutes, section 122A.20, subdivision. 2, and shall, upon written request from the licensing board having jurisdiction over the license, provide the licensing board with information about the teacher or administrator from the school district’s files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minnesota Statutes, section 122A.20, subdivision 2.
- M. Private personnel data shall be disclosed to the Department of Employment and Economic Development for the purpose of administration of the unemployment insurance program under Minnesota Statutes, chapter 268.
- N. When a report of alleged maltreatment of a student in an elementary, middle school, high school or charter school is made to the Commissioner of the Minnesota Department of Education (“MDE”) under Minnesota Statutes, chapter 260E, data that are relevant and collected by the school facility about the person alleged to have committed maltreatment must be provided to the Commissioner on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of providing information to a parent, legal guardian, or custodian of a child in accordance with MDE Screening Guidelines.
- O. The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if
 - 1. an investigation conducted by or on behalf of the school district or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or
 - 2. the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must release private personnel data about the employee’s alleged sexual contact with a student to a school district or charter school requesting the data after the employee applies for employment with that school district or charter school and the data remain classified as provided in Minnesota Statutes, chapter 13.

Data that are released under this paragraph must not include data on the student.

- P. Data submitted by an employee to the school district as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or improve the school

district operations is private data. An employee who is identified in a suggestion, however, shall have access to all data in the suggestion except the identity of the employee making the suggestion.

- Q. Protected health information, as defined in 45 Code of Federal Regulations, Parts 160 and 164, on employees is private and will not be disclosed except as permitted or required by law.
- R. Personal home contact information for employees may be used by the school district to ensure that an employee can be reached in the event of an emergency or other disruption affecting continuity of school district operations and may be shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity.
- S. The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district and a contractor or subcontractor entered on or after August 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.
- T. When a continuing contract teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual offenses involving a child as set forth in Minnesota Statutes, section 122A.40, subdivision 13(b), or when the Commissioner of the MDE makes a final determination of child maltreatment involving a teacher under Minnesota Statutes, section 260E.21, subdivision 4, or 260E.35, the school principal or other person having administrative control of the school must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under Minnesota Statutes, section 13.41, subdivision. 5, and must provide PELSB and the licensing division at MDE with the necessary and relevant information to enable PELSB and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under Minnesota Statutes, section 123B.03, a school board or other school hiring authority must contact PELSB and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

VI. MULTIPLE CLASSIFICATIONS

If data on individuals are classified as both private and confidential by Minnesota Statutes

chapter 13, or any other state or federal law, the data are private.

VII. CHANGE IN CLASSIFICATIONS

The school district shall change the classification of data in its possession if it is required to do so to comply with either judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in the possession of the disseminating or receiving agency.

VIII. RESPONSIBLE AUTHORITY

The school district has designated Jennifer Dunn, HR/Payroll, 1401 7th St SW, Pipestone, MN 56164, 507-562-6071, as the authority responsible for personnel data.

The responsible authority, or a school district employee if so designated, shall serve as the school district's data practices compliance official and, as such, shall be the employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

IX. EMPLOYEE AUTHORIZATION/RELEASE FORM

An employee authorization form is included as an addendum to this policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 13.39 (Civil Investigation)
Minn. Stat. § 13.41 (Licensing Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, subd. 3 (Elected and Appointed Officials)
Minn. Stat. § 15.0597 (Appointment to Multimember Agencies)
Minn. Stat. § 122A.20, Subd. 2 (Mandatory Reporting)
Minn. Stat. § 122A.40, Subds. 13 and 16 (Employment; Contracts; Termination)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.143, subd. 2 (Disclose Past Buyouts)
Minn. Stat. Ch. 179 (Minnesota Labor Relations Act)
Minn. Stat. Ch. 179A (Minnesota Public Labor Relations Act)
Minn. Stat. § 253B.07 (Judicial Commitment: Preliminary Procedures)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. Ch. 268 (Unemployment Insurance)
Minn. R. Pt. 1205 (Data Practices)
P.L. 104-191 (HIPAA)
45 C.F.R. Parts 160, 162, and 164 (HIPAA Regulations)

Cross References: MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 722 (Public Data Requests)
MSBA Law Bulletin “I” (School Records – Privacy – Access to Data)

Adopted: 2/18/1997

Revised: 10/24/2005
1/29/2018
9/23/2019
10/25/2021
7/22/2024

Consent to Release Data – Request from an Individual

An individual asks the school district to release private data to an outside entity or person. Because the district does not have statutory authority to release the data, it must get the individual's written informed consent.

Explanation of Your Rights

If you have a question about anything on this form, or would like more explanation, please talk to the superintendent of schools _____ before you sign it.

I, _____, give my permission for _____
(name of individual) (name of school district)

to release data about me to _____ as described in this consent form.
(name of other entity/person)

1. The specific data I want _____ to release include:
(name of school district)

_____.
(explanation of data requested)

2. I understand that I have asked _____ to release the data.
(name of school district)

3. I understand that although the data are classified as private at _____,
(name of school district)
classification/treatment of the data at _____ depends on laws or policies
(name of other entity/person)
that apply to _____.
(name of other entity/person)

This authorization to release expires _____.
(date/time of expiration)

Individual data subject's signature _____ Date _____

Parent/guardian's signature [if needed] _____ Date _____

410 FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

III. DEFINITIONS

A. “Covered active duty” means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 United States Code section 101(a)(13)(B).

B. “Covered servicemember” means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

C. “Eligible employee” means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her

Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless: (1) the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation; or (2) a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

- D. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.
- E. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.
- F. "Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
 - 1. a military medical treatment facility as an outpatient; or
 - 2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:
 - 1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
 - 2. to attend military events and related activities of a covered military member;
 - 3. to address issues related to childcare and school activities of a covered military member's child;

4. to address financial and legal arrangements for a covered military member;
 5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
 6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
 7. to attend post-deployment activities related to a covered military member;
 8. to address care needs of a covered military member's parent who is incapable of self-care; and
 9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
1. inpatient care in a hospital, hospice, or residential medical care facility; or
 2. continuing treatment by a health care provider.
- I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- J. "Veteran" has the meaning given in 38 United States Code section 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee's child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee's spouse, son, daughter, or parent with a

serious health condition;

- d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
 - e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.

[Note: An employer is permitted to choose any one of the following methods for determining the 12-month period in which the 12 weeks of FMLA leave entitlement occurs: (a) the calendar year; (b) any fixed 12-month leave year, such as a fiscal year, a year required by State law, or a year starting on an employee's anniversary date; (c) the 12-month period measured forward from the date any employee's first FMLA leave; or (d) a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave. It is recommended, however, that school districts use the 12-month rolling measurement as it prevents employees from stacking 12-week leave entitlement that could occur if, for example, a calendar or fiscal year is utilized. Where a calendar, fiscal or similar period is used, an employee could use 12 weeks at the end of the period and then again at the beginning of the period, providing an entitlement to a leave of 24 consecutive weeks. If a school district changes its definition of a "year" in this policy, it must give employees notice of at least 60 days before implementing this change.]

3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
- a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
 - b. in the case of a covered veteran who was a member of the Armed

Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:

- (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
 - (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.
7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better

accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.
13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the

requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

The school district shall comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed to by the school district. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the school district so that the total leave does not exceed 12 weeks, unless agreed to by the school district, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the school district reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.

3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the workdays in the leave period may be required to:
 1. take leave for the entire period or periods of the planned medical treatment; or
 2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school

breaks, such as summer, winter, or spring break.

1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
2. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
3. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the semester.
4. If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

VI. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

- A. A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.

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

Legal References: Minn. Stat. §§ 181.940-181.944 (Parenting Leave and Accommodations)
10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
38 U.S.C. § 101 (Definitions)
29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross References: None

Adopted: 12/17/1996

Revised: 10/24/2005

7/24/2017

7/22/2019

7/27/2020

9/27/2021

8/22/2022

7/22/2024

413 HARASSMENT AND VIOLENCE

[NOTE: Minnesota Statutes, section 121A.03 requires that school districts adopt a sexual, religious, and racial harassment and violence policy that conforms with the Minnesota Human Rights Act, Minnesota Statutes, chapter 363A (MHRA). This policy complies with that statutory requirement and addresses the other classifications protected by the MHRA and/or federal law. While the recommendation is that school districts incorporate the other protected classifications, in addition to sex, religion, and race, into this policy, they are not specifically required to do so by Minnesota Statutes, section 121A.03. The Minnesota Department of Education (MDE) is required to maintain and make available a model sexual, religious, and racial harassment policy in accordance with Minnesota Statutes, section 121A.03. MDE's policy differs from that of MSBA and imposes greater requirements upon school districts than required by law. For that reason, MSBA recommends the adoption of its model policy by school districts. Each school board must submit a copy of the policy the board has adopted to the Commissioner of MDE.]

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment 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 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 on a person's Protected Class, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel 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 but in no event longer than 24 hours.

D. Protected Classifications; Definitions

1. "Disability" means, with respect to an individual who
 - a. 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; or
 - c. is regarded as having such an impairment.
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 to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity.
 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 an 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 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 sexual orientation, 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, includes 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 which 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 that 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. 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.
- 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 harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building 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 superintendent as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent¹, or designee.
- H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, 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 data 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(s), 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 comply 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.

¹ In some school districts the superintendent may be the human rights officer. If so, an alternative individual should be designated by the school board.

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 individuals 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 and/or contracts.

V. INVESTIGATION

- A. By authority of the school district, the human rights 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, the 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 other school district personnel who commits an act 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 intentional 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 conspicuously posted throughout each school building in areas accessible to students and staff members.
- 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)
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)

Adopted: 10-15-1996

Revised: 8-27-2018

7-22-2019

7-27-2020

9-27-2021

7-22-2024

**INDEPENDENT SCHOOL DISTRICT NO. 2689
HARASSMENT AND VIOLENCE REPORT FORM**

General Statement of Policy Prohibiting Harassment and Violence

Independent School District No. ____ maintains a firm policy prohibiting all forms of discrimination. This policy strictly prohibits harassment or violence against students or employees or groups of students or employees 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). All persons are to be treated with respect and dignity. Harassment or violence on the basis of Protected Class by any pupil, teacher, administrator, or other school personnel, that create an intimidating, hostile, or offensive environment will not be tolerated under any circumstances.

Complainant _____

Home Address _____

Work Address _____

Home/Cell Phone _____ **Work Phone** _____

Date of Alleged Incident(s) _____

Basis of Alleged Harassment/Violence - circle as appropriate: race \ color \ creed \ religion \ national origin \ sex \ age \ marital status \ familial status \ status with regard to public assistance \ sexual orientation \ disability

Name of person you believe harassed or was violent toward you or another person or group.

If the alleged harassment or violence was toward another person or group, identify that person or group.

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

Where and when did the incident(s) occur? _____

List any witnesses who were present _____

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

Complainant Signature **Date**

Received by _____
Date

506 STUDENT DISCIPLINE

I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others, and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

In view of the foregoing and in accordance with Minnesota Statutes, section 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

III. DEFINITIONS

A. "Nonexclusionary disciplinary policies and practices" means policies and practices

that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).

- B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

IV. POLICY

- A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.
- B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.
- C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.
- D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:
 - 1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;
 - 2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and

3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

V. AREAS OF RESPONSIBILITY

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.
- C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of Behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent bodily harm or death to the student or another. A principal shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.
- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. A teacher, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent bodily harm or death to the student or another. A teacher shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or another. A school employee, which does not include a school resource officer, shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.
- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.
- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.
- I. Reasonable Force Reports
1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).
 2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).
 3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

VI. STUDENT RIGHTS

All students have the right to an education and the right to learn.

VII. STUDENT RESPONSIBILITIES

All students have the responsibility:

- A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;
- B. To attend school daily, except when excused, and to be on time to all classes and other school functions;
- C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;
- D. To make necessary arrangements for making up work when absent from school;
- E. To assist the school staff in maintaining a safe school for all students;
- F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;
- G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;
- H. To be aware of and comply with federal, state, and local laws;
- I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- J. To respect and maintain the school's property and the property of others;
- K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;
- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others.

VIII. CODE OF STUDENT CONDUCT

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance

with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
2. The use of profanity or obscene language, or the possession of obscene materials;
3. Gambling, including, but not limited to, playing a game of chance for stakes;
4. Violation of the school district's Hazing Prohibition Policy;
5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
6. Violation of the school district's Student Attendance Policy;
7. Opposition to authority using physical force or violence;
8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;
9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student

sharing prescription medication with another student);

11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
13. Violation of the school district's Weapons Policy;
14. Violation of the school district's Violence Prevention Policy;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
19. Violation of any local, state, or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
21. Violation of the school district's Internet, Technology, and Cell Phone Acceptable Use and Safety Policy;
22. Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy;
23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
25. Violation of directives or guidelines relating to lockers or improperly

gaining access to a school locker;

26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;
28. Possession or distribution of slanderous, libelous, or pornographic materials;
29. Violation of the school district's Bullying Prohibition Policy;
30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;
31. Criminal activity;
32. Falsification of any records, documents, notes, or signatures;
33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;
35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;
36. Violation of the school district's Harassment and Violence Policy;
37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;

40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;
43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;
44. Violation of the school district's one-to-one device rules and regulations;
45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

IX. RECESS AND OTHER BREAKS

- A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.
- B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.
- C. The school district must not use recess detention unless:
 1. a student causes or is likely to cause serious physical harm to other students or staff;
 2. the student's parent or guardian specifically consents to the use of recess detention; or

3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.
- D. The school district must not withhold recess from a student based on incomplete schoolwork.
 - E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.
 - F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.
 - G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

X. DISCIPLINARY ACTION OPTIONS

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district code of conduct, rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;
- D. Parent conference;
- E. Removal from class;
- F. In-school suspension;

- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Saturday school;
- S. Expulsion under the Pupil Fair Dismissal Act;
- T. Exclusion under the Pupil Fair Dismissal Act; and/or
- U. Other disciplinary action as deemed appropriate by the school district.

XI. REMOVAL OF STUDENTS FROM CLASS

- A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

- 1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach

or communicate effectively with students in a class or with the ability of other students to learn;

2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another.

- B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.
- C. Procedures for Removal of a Student From a Class.
 1. The building principal will determine the amount of time appropriateness of a student removal from class.
 2. The teacher will follow up on any removal from class with a written description of the incident which led to the request for a student to be removed.
 3. Documentation is recorded in the district adopted Student Information System.
- D. Period of Time for which a Student may be Removed from a Class (may not exceed five (5) class periods for a violation of a rule of conduct)
 1. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.
- E. Responsibility for and Custody of a Student Removed from Class.
 1. Any student removed from class should report to the principal's office immediately.

2. A student removed from class will be expected to walk to the office without an escort, unless the situation warrants an escort be present.
 3. While removed from class, the student may be assigned to a supervised study area and is expected to complete assignments missed while removed.
 4. The building principal or designee will be responsible for assigning the student to a supervised study area while removed from class.
- F. Procedures for Return of a Student to a Specific Class from Which the Student was Removed.
1. Principal/Teacher/Parent/Student conference to discuss terms and conditions of the students return to class.
 2. Conditional return based on terms and conditions defined by the conference.
- G. Procedures for Notifying a Student and the Student's Parents or Guardian of Violation of the Rules of Conduct and of Resulting Disciplinary Actions;
1. Parent/Guardian will be notified by phone, email, or USPS mail whenever there is a violation of school rules which results in disciplinary action.
 2. When appropriate, a conference with the parent/guardian and student will be held prior to readmission to school or a class.
- H. Students with a Disability; Special Provisions.
1. Any violation of school rules by a disabled student which results in serious disciplinary action or continuous assignment of less severe consequences will be followed up by a conference to determine if further assessment is needed, to review the adequacy of the current IEP and to determine if a referral is needed.
 - 2.. Any student suspected of having a disability may be referred to Special Education services for assessment and determination of eligibility.
- I. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.
1. District will convene a chemical abuse preassessment team to the extent necessary.
 2. Staff shall report chemical abuse concerns to the appropriate administrator for referral to the chemical abuse preassessment team.

XII. DISMISSAL

- A. “Dismissal” means the denial of the current educational program to any student, including exclusion, expulsion, and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to use nonexclusionary disciplinary policies and procedures before dismissal proceedings or pupil withdrawal agreements, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

The use of exclusionary practices for early learner’s Pre-K through Grade 3 as defined in Minnesota Statutes, section 121A.425, is prohibited. The use of exclusionary practices to address attendance and truancy issues is prohibited.

- B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;
2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

- C. Disciplinary Dismissals Prohibited

1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:
 - a. a preschool or prekindergarten program, including an early childhood family education, school readiness, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or
 - b. kindergarten through Grade 3.
2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.
3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under Nonexclusionary discipline have been

exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. Suspension Procedures

1. “Suspension” means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.
2. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.
3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.
4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for less than one day, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against

the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.
6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statutes, section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statutes, section 120B.02, although in a different setting.
7. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
8. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:
 - a. strongly encourage a parent or guardian of the student to attend school with the student for one day;
 - b. assign the student to attend school on Saturday as supervised by the

principal or the principal's designee; and

c. petition the juvenile court that the student is in need of services under Minnesota Statutes chapter 260C.

9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)
10. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
11. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
12. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) consecutive school days.

E. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian

personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56; describe the nonexclusionary disciplinary practices accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district must advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) and is posted on its website.

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.
10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any

other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.

14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of the Minnesota Department of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

XIII. ADMISSION OR READMISSION PLAN

A school administrator must prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan must include measures to improve the student's behavior, which may include completing a character education program consistent with Minnesota Statutes, section 120B.232, subdivision 1, social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions. The plan must include reasonable attempts to obtain parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XIV. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each exclusion or expulsion, each physical assault of a school district employee by a pupil, and each pupil withdrawal agreement within thirty (30) days of the effective date of the dismissal action, pupil withdrawal, or assault, to the MDE Commissioner. This report must include a statement of the nonexclusionary disciplinary practices, or other sanction, intervention, or resolution in response to the assault given to the pupil and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the pupil's age, grade, gender, race, and special education status.

XV. STUDENT DISCIPLINE RECORDS

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13.

XVI. STUDENTS WITH DISABILITIES

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's

disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student’s educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student’s disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student’s disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

XVII. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minnesota Statutes section 124D.03) or Enrollment in Nonresident District (Minnesota Statutes section 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minnesota Statutes chapter 260A), and the student’s case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XVIII. DISCIPLINE COMPLAINT PROCEDURE

Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;
2. provide an opportunity for involved parties to submit additional information related to the complaint;
3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;
4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;

5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and
6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

XIX. DISTRIBUTION OF POLICY

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

XX. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.58 (Corporal Punishment; Prone Restraint; And Certain Physical Holds)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. §§ 121A.60 (Definitions)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.611 (Recess and Other Breaks)
Minn. Stat. § 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. Ch. 125A (Special Education and Special Programs)
Minn. Stat. § 152.22, Subd. 6 (Definitions)
Minn. Stat. § 152.23 (Limitations)
Minn. Stat. Ch. 260A (Truancy)

Minn. Stat. Ch. 260C (Juvenile Safety and Placement)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References: MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 507.5 (School Resource Officers)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
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 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
MSBA/MASA Model Policy 610 (Field Trips)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Adopted: 5/21/1996

Revised: 8/27/2018
7/22/2019
7/27/2020
9/27/2021
9/26/2022
7/22/2024

Sample Discipline Complaint Procedure

Students, parents and other guardians, and school staff (Complainant) may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the behavior and discipline policies are not being implemented appropriately or are being discriminately applied.

The discipline complaint process is initiated when a Complainant completes and submits a Discipline Complaint Form to the school district superintendent or the superintendent's designee.

A Discipline Complaint Form is available on the school district website and in administrative offices.

Investigation of the complaint will commence within three school days of receipt of the complaint. The superintendent will direct the investigation and will designate and identify the school district personnel who will manage the investigation and who are responsible for keeping and regulating access to any resulting record. The school district may use outside counsel as it sees fit.

Upon completion of the investigation, a Written Determination addressing each allegation and containing findings and conclusions will be issued to the Complainant in a manner consistent with the Minnesota Government Data Practices Act.

If the investigation finds the requirements of the Minnesota Pupil Fair Dismissal Act (Minnesota Statutes, sections 121A.40 to 121A.61), including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant school district staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future, the superintendent or the superintendent's designee will take necessary measures.

Reprisal or retaliation against any person who asserts, alleges, or reports a complaint is prohibited. The school district will take appropriate action consistent with Minnesota law and school district policies in the event that an individual or individuals are found to have engaged in reprisal or retaliation.

Pipestone Area Schools District #2689
Discipline Complaint Form

Date of Complaint: _____

Name of Person Completing Form: _____

Email Address _____ Cell Phone _____

Student Name _____ Grade _____

Applicable Governing Discipline Documents

- Minnesota Pupil Fair Dismissal Act
- School District Student Discipline Policy

Describe your complaint(s) and/or allegation(s) regarding improper implementation of the Minnesota Pupil Fair Dismissal Act and/or the school district student discipline policy or how the procedures in these two documents are being discriminately applied.

Provide additional information you request the school district to consider:

Involved persons may submit additional information related to this complaint.

A Complainant may appeal the school district's Written Decision by submitting a written notice of appeal to the superintendent or the superintendent's designee within three (3) school days of the date that the Written Decision is provide to the Complainant. The notice shall set forth the grounds upon which the Complainant appeals the Written Decision.

Signature: _____ Date: _____

For Administrative Use (Notes):

Date Received: _____

Assignment of Investigator: _____

Date Investigation Complete: _____

Written Decision Sent to Complainant: _____

Corrective Action Required: _____

Corrective Action Taken: _____

Notice of Right to Appeal: _____

Matter Closed: _____

Data Practices Act Compliance Conducted: _____

This sample document is for informational use only and is not to be construed as legal advice. If legal advice is needed, legal counsel should be contacted.

NOTICE OF SUSPENSION

(Date)

(Name of Parent or Guardian)

(Address)

(City, State, Zip)

Dear (Parent or Guardian)

(Name of Student) has been suspended from (name of school) for (number of days) commencing on (date).

The grounds for suspension are:

Briefly, the facts that have been determined are:

The testimony received was:

An administrative conference to determine the above was conducted before

_____, at _____ on _____
(Name of Administrator) (Time) (Date)

pursuant to Minn. Stat. §§ 121A.40-121A.56, a copy of which is enclosed.

The plan of readmission is:

Alternative educational services in the form of homework will be available to be picked up at the school after _____ [date]_____.

While suspended, the student may not come on any school campus except with you for the purpose of discussing conduct.

If you have any questions, please call.

Sincerely,

Administrator

Enc: Minn. Stat. §§ 121A.40-121A.56

507 CORPORAL PUNISHMENT AND PRONE RESTRAINT

I. PURPOSE

The purpose of this policy is to describe limitations on the use of corporal punishment and prone restraint upon a student.

II. GENERAL STATEMENT OF POLICY

No employee or agent of the school district shall inflict corporal punishment or use prone restraint upon a student except as provided below.

III. DEFINITIONS

1. “Corporal punishment” means conduct involving:
 - a. hitting or spanking a person with or without an object; or
 - b. unreasonable physical force that causes bodily harm or substantial emotional harm.
2. “Employee or agent of the district” does not include a school resource officer as defined in Minnesota Statutes, section 626.8482, subdivision 1, paragraph (c).
3. “Prone restraint” means placing a child in a face-down position.

IV. PROHIBITIONS

1. An employee or agent of a district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.
2. An employee or agent of the school district shall not use prone restraint.
3. An employee or agent of a district shall not inflict any form of physical holding that restricts or impairs a pupil's ability to breathe; restricts or impairs a pupil's ability to communicate distress; places pressure or weight on a pupil's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a pupil's torso.
4. Conduct that violates this Article is not a crime under Minnesota Statutes, section 645.241, but may be a crime under Minnesota Statutes, chapter 609 if the conduct violates a provision of Minnesota Statutes, chapter 609. Conduct that violates IV.1 above is not per se corporal punishment under the statute. Nothing in

this Minnesota Statutes, section 121A.58 or 125A.0941 precludes the use of reasonable force under Minnesota Statutes, section 121A.582. The use of reasonable force as set forth in Section V does not authorize conduct prohibited pursuant to Minnesota Statutes, section 125A.0942.

V. REASONABLE FORCE

1. Reasonable force may be used upon or toward the person of another without the other's consent when the following circumstance exists or the actor reasonably believes it to exist:
 - a. when used by a teacher, school principal, school employee, school bus driver, or other agent of the school in the exercise of lawful authority, to restrain a child or pupil to prevent bodily harm or death to the child, pupil, or another.
2. Reasonable force may be used upon or toward the person of a child without the child's consent when the following circumstance exists or the actor reasonably believes it to exist:
 - a. when used by a teacher, school principal, school employee, school bus driver, other agent of the district, or other member of the instructional, support, or supervisory staff of a public school upon or toward a child or pupil when necessary to restrain the child or pupil to prevent bodily harm or death to the child, pupil. Nothing in Minnesota Statutes, section 609.379 limits any other authorization to use reasonable force including but not limited to authorizations under Minnesota Statutes, section 121A.582, subdivision 1, and section 609.06, subdivision 1.
3. A teacher, school principal, and other school staff may use reasonable force under the conditions set forth in Policy 506 (Student Discipline).

VI. VIOLATION

Employees who violate the provisions of this policy shall be subject to disciplinary action as appropriate. Any such disciplinary action shall be made pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies. Violation of this policy may also result in civil or criminal liability for the employee.

Legal References: Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 123B.25 (Legal Actions Against Districts and Teachers)
Minn. Stat. § 125A.0941 (Definitions)
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. § 609.06(Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)
Minn. Stat. § 645.241 (Punishment for Prohibited Acts)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
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 507.5 (School Resource Officers)

Adopted: 12/17/1996

Revised: 11/28/2005

11/23/2020

10/25/2021

7/24/2023

7/22/2024

507.5 SCHOOL RESOURCE OFFICERS

I. PURPOSE

The purpose of this policy is to establish the contractual duties and training requirements of a school resource officer.

II. GENERAL STATEMENT OF POLICY

The school district, upon securing the services of one or more school resource officers, is committed to establishing the qualifications and duties required of these officers. Any contract for the services of a school resources officer with the school district must meet the requirements of this policy.

III. DEFINITIONS

- A. “School” means an elementary school, middle school or secondary school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13.
- B. “School Resource Officer” means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer’s regular responsibilities through the terms of a contract entered between the peace officer’s employer and the designated school district or charter school.

IV. CONTRACTUAL DUTIES

- A. A school resource officer’s contractual duties with the school district shall include:
 - 1. fostering a positive school climate through relationship building and open communication;
 - 2. protecting students, staff, and visitors to the school grounds from criminal activity;
 - 3. serving as a liaison from law enforcement to school officials;
 - 4. providing advice on safety drills;
 - 5. identifying vulnerabilities in school facilities and safety protocols;
 - 6. educating and advising students and staff on law enforcement topics; and,
 - 7. enforcement of criminal laws.

- B. The school district may contract with a school resource officer's employer for the officer to perform additional duties to those described in paragraph IV.A.
- C. A school resource officer must not use force or the authority of their office solely to enforce school rules or policies or participate in the enforcement of discipline for violations of school rules.
- D. Nothing in this Article limits any other duty or responsibility imposed on peace officers; limits the expectation that peace officers will exercise professional judgment and discretion to protect the health, safety, and general welfare of the public when carrying out their duties; or creates a duty for school resource officers to protect students, staff, or others on school grounds that is different from the duty to protect the public as a whole.

V. TRAINING

- A. Except as provided for in paragraphs V.B., V.C., and V.D. below, beginning September 1, 2025, a peace officer assigned to serve as a school resource officer must complete a training course that provides instruction on the learning objectives identified in Minnesota Statutes, section 626.8482, subdivision 4 prior to assuming the duties of a school resource officer.
- B. A peace officer who has completed either the School Safety Center standardized Basic School Resource Officer Training or the National School Resource Officer Basic School Resource Officer course prior to September 1, 2025, must complete the training mandated under paragraph V.A. above before June 1, 2027. A peace officer covered under this paragraph may complete a supplemental training course approved by the board pursuant to Minnesota Statutes, section 626.8482, subdivision 4, paragraph (b), to satisfy the training requirement.
- C. If an officer's employer is unable to provide the required training course to the officer prior to the officer assuming the duties of a school resource officer, the officer must complete the required training within six months of assuming the duties of a school resource officer. The officer is not required to perform the duties described in Minnesota Statutes, section 626.8482, subdivision 2, paragraph (a), clause (4) or (5), until the officer has completed the required training course. The officer must review any policy adopted by the officer's employer pursuant to section 626.8482, subdivision 6 before assuming the other duties of a school resource officer and must comply with that policy.
- D. An officer who is serving as a substitute school resource officer for fewer than 60 student contact days within a school year is not obligated to complete the required training or perform the duties described in Minnesota Statutes, section 626.8482 subdivision 2, paragraph (a), clause (4) or (5), but must review and comply with any policy adopted pursuant to subdivision 6 by the law enforcement agency that employs the substitute school resource officer.

- E. For each school resource officer employed by an agency, the chief law enforcement officer must maintain a copy of the most recent training certificate issued to the officer for completion of the training mandated under this section.

Legal References: Minn. Stat. § 120A.05, subds. 9, 11, and 13 (Definitions)
Minn. Stat. § 120B.02, subd. 25 (General Powers of Independent School Districts – School Resource Officers)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)

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

Adopted: 7/22/2024

514 BULLYING PROHIBITION POLICY

I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited:
 - 1. on the school premises, at the school functions or activities, on the school transportation;
 - 2. by the use of electronic technology and communications on the school premises, during the school functions or activities, on the school transportation, or on the school computers, networks, forums, and mailing lists; or
 - 3. by use of electronic technology and communications off the school premises to the extent such use substantially and materially disrupts student learning or the school environment.
- B. A school-aged child who voluntarily participates in a public school activity, such as a cocurricular or extracurricular activity, is subject to the policy provisions applicable to the public school students participating in the activity.
- C. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially

interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources. This policy also applies to sexual exploitation.

- D. Malicious and sadistic conduct involving race, color, creed, national origin, sex, age, marital status, status with regard to public assistance, disability, religion, sexual harassment, and sexual orientation and gender identity as defined in Minnesota Statutes, chapter 363A is prohibited. This prohibition applies to students, independent contractors, teachers, administrators, and other school personnel.

Malicious and sadistic conduct and sexual exploitation by a school district or school staff member, independent contractor, or enrolled student against a staff member, independent contractor, or student that occurs as described in Article II.A above is prohibited.

- E. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- F. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.
- G. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- H. False accusations or reports of bullying against another student are prohibited.
- I. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy (See MSBA/MASA Model Policy 506). The school district may take into account the following factors:
1. The developmental ages and maturity levels of the parties involved;
 2. The levels of harm, surrounding circumstances, and nature of the behavior;
 3. Past incidences or past or continuing patterns of behavior;
 4. The relationship between the parties involved; and
 5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply

throughout the school district, and foster student, parent, and community participation.

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

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

- J. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

- A. “Bullying” means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:
 - 1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
 - 2. materially and substantially interferes with a student’s educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term “bullying” specifically includes cyberbullying, malicious and sadistic conduct, and sexual exploitation.

- B. “Cyberbullying” means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. “Intimidating, threatening, abusive, or harming conduct” means, but is not limited to, conduct that does the following:
 - 1. Causes physical harm to a student or a student’s property or causes a student to be in reasonable fear of harm to person or property;

2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
 3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. "Malicious and sadistic conduct" means creating a hostile learning environment by acting with the intent to cause harm by intentionally injuring another without just cause or reason or engaging in extreme or excessive cruelty or delighting in cruelty.
- F. "On school premises, on school district property, at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.
- G. "Prohibited conduct" means bullying, cyberbullying, malicious and sadistic conduct, sexual exploitation, or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about prohibited conduct.
- H. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- I. "Student" means a student enrolled in a public school or a charter school.

IV. REPORTING PROCEDURE

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying 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 in the school district office, but oral reports shall be considered complaints as well.

- C. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. 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 the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.
- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. SCHOOL DISTRICT ACTION

- A. Within three school days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.

- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct 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 conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy (See MSBA/MASA Model Policy 506) and other applicable school district policies; and applicable regulations.
- E. 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 parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team 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 bullying or other prohibited conduct.

VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to

appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

VII. TRAINING AND EDUCATION

- A. Consistent with its applicable policies and practices, the school district must discuss this policy with students, school personnel and volunteers and provide appropriate training for all school district personnel to prevent, identify, and respond to prohibited conduct.. The school district must establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.
- B. The school district shall require ongoing professional development, consistent with Minnesota Statutes, section 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:
 - 1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
 - 2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
 - 3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
 - 4. The incidence and nature of cyberbullying; and
 - 5. Internet safety and cyberbullying.
- C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if

adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
 2. Partner with parents and other community members to develop and implement prevention and intervention programs;
 3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
 4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
 5. Teach students to advocate for themselves and others;
 6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
 7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or 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, and resourcefulness.
- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy (See MSBA/MASA Model Policy 515) in the student handbook.

VIII. NOTICE

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.

- B. Article II, paragraph D, regarding malicious and sadistic conduct must be conspicuously posted throughout each school building.
- C. This policy shall be conspicuously posted in the administrative offices of the school and school district in summary form.
- D. This policy must be distributed to each school district or school employee and independent contractor, if the contractor regularly interacts with students, at the time of employment with the district or the school.
- E. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See MSBA/MASA Model Policy 506) distributed to parents at the beginning of each school year.
- F. This policy shall be available to all parents and other school community members in an electronic format in the languages appearing on the school district's or a school's website, consistent with the district policies and practices.
- G.
- H. The school district shall provide an electronic copy of its most recently amended policy to the Minnesota Commissioner of Education.

IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minnesota Statutes, sections 121A.031 and 121A.0312 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definitions)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Model Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. § 121A.0312 (Malicious and Sadistic Conduct)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. Ch. 124E (Charter Schools)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
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 423 (Employee-Student Relationships)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
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 Policy)
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 529 (Staff Notification of Violent Behavior by Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Adopted: 12/19/2005

Revised: 7/28/2014

7/24/2017

7/22/2019

7/27/2020

9/27/2021

8/22/2022

7/24/2023

7/22/2024

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.

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 20 United States Code, section 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)) 34 Code of Federal Regulations part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, and Minnesota Rules, parts 1205.0100-1205.2000.

III. DEFINITIONS

A. Authorized Representative

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

B. Biometric Record

“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, voiceprints, DNA sequence, facial characteristics, and handwriting).

C. Dates of Attendance

“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, including attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunications technologies for students who are not in the classroom, and

including the period during which a student is working under a work-study program. 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

1. **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. It includes the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status (i.e., full-time or part-time); participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; and the most recent educational agency or institution attended. It also includes the name, address, and telephone number of the student's parent(s). Directory information does not include:
 - a. a student's social security number;
 - b. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;
 - c. 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;
 - d. personally identifiable data which references religion, race, color, social position, or nationality; or
 - e. 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.

[NOTE: Under the federal Family Educational Rights and Privacy Act (FERPA), the federal definition of “directory information” identifies the types of information that may be specifically referenced as directory information. The federal definition applies to information requests by military recruiting

officers, as set out in Article XI below.]

2. **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."

Minnesota law prohibits schools from designating student contact information as "directory information" despite the FERPA definition. Minnesota schools should comply with Minnesota law and should not include student contact information in their definition of "directory information."

This June 2024 revision to the "directory information" section seeks to clarify the law; no substantive change is presented in this revision.]

[NOTE: A school district may choose not to designate some or all of the enumerated information as directory information. A school district also may add to the list of directory information, as long as the added data is not information that generally would be deemed as an invasion of privacy or information that references the student's religion, race, color, social position, or nationality. Federal law now allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. The identity of those parties and/or purposes should be identified. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. Designation of directory information is an important policy decision for the local school board who must balance not only the privacy interests of the student against public disclosure but also the additional administrative requirements such restrictions on disclosures will place on the school district.]

[NOTE: The 2024 Minnesota legislature enacted Minnesota Statutes, section 480.40, which includes a law limiting disclosure of personal information concerning "judicial officials." The new law includes a definition of "judicial official" that school districts can review. "Personal information" about a judicial official includes "the name of any child" and the name of any school that such a child attends if combined with an assertion that the child attends the school. School districts may not "knowingly publicly post, display, publish, sell, or otherwise make available on the Internet the personal information of any judicial official," including in response to requests for directory information.]

E. Education Records

1. What constitutes “education records.” 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. What does not constitute education records. The term “education records” does not include:
 - a. Records of instructional personnel that are:
 - (1) kept in the sole possession of the maker of the record;
 - (2) used only as a personal memory aid;
 - (3) not accessible or revealed to any other individual except a temporary substitute teacher; and
 - (4) destroyed at the end of the school year.
 - b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:
 - (1) maintained separately from education records;
 - (2) maintained solely for law enforcement purposes; and
 - (3) disclosed only to law enforcement officials of the same jurisdiction.
 - c. Records relating to an individual, including a student, who is employed by the school district which:
 - (1) are made and maintained in the normal course of business;
 - (2) relate exclusively to the individual in that individual’s capacity as an employee; and
 - (3) 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, that are:

- (1) 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;
 - (2) made, maintained, or used only in connection with the provision of treatment to the student; and
 - (3) 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 and that are not directly related to the individual's attendance as a student.
 - f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes, section 13.46.

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes, section 13.05 or a court order.

G. Eligible Student

"Eligible student" means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

H. Juvenile Justice System

"Juvenile justice system" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

I. Legitimate Educational Interest

“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; or
4. Perform a task directly related to responding to a request for data.

J. Parent

“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.

K. Personally Identifiable

“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.

L. 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.

M. Responsible Authority

“Responsible authority” means *[designate title and actual name of individual]*.

N. 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.

O. School Official

“School official” includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) 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 (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a 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.

[NOTE: School districts may wish to reference police liaison officers in the definition of a “school official.” Depending on the circumstances of the relationship, this may be added in subpart (d) of the definition or in a new subpart (e). Caution should be used to ensure that police liaison officers are considered “school officials” only when performing duties as a police liaison officer and that they are trained as to their obligations pursuant to this policy. Consultation with the school district’s legal counsel is recommended.]

P. 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.

Q. 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 FERPA 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 students in grades 11 and 12 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 location set forth in Section XXI. of this policy.

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 education 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, recordkeeping, 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 responsible 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 Minnesota Statutes, chapter 256B or Minnesota Care under Minnesota Statutes, chapter 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 or intends 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 (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code, section 7917, *[insert the following if the school district has a policy regarding Staff Notification of Violent Behavior by Students]* 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 Statutes, section 260B.171, unless the data are required to be destroyed under Minnesota Statutes, section 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 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 (5) 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 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, section 2332b(g)(5)(B), 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 a 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 education 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 education 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;
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 education 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: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) 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 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 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, 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 Statutes, section 260B.171, subdivision 5. The principal must place the information in the student's education 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 education 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, 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.

[NOTE: The 2024 Minnesota legislature enacted this provision.]

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

[NOTE: This section became effective on the day following final enactment (May 19, 2023). Beginning on the effective date, a student's personal contact information subject to this section must be treated as private educational data under Minnesota Statutes, section 13.32, regardless of whether that contact information was previously designated as directory information under Minnesota Statutes, section 13.32, subdivision 5].

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, 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.

[NOTE: Federal law allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. If the school district chooses to impose these limitations, it is advisable to add a new paragraph VII.C.1.d. that specifies that disclosures of directory information will be limited to specific parties and/or for specific purposes and identify those parties and/or purposes. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. This is an important policy decision for the local school board which must balance not only the privacy interests of the student against public disclosure, but also the additional administrative requirements such restrictions will place on the school district.]

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

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

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 Minnesota Statutes, section 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, Minnesota Statutes, section 121A.40, *et seq.*

XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS

- A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data 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;
 2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and
 3. copying fees shall not be imposed.
- C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority [*designate title of individual, i.e., building principal*] in writing by [*date*] 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 recruiting officers and post-secondary educational institutions; and
 7. Specific category or categories of information which are not to be released to the public, including military recruiting officers 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 students in grades 11 and 12 without prior consent.
- E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. 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, home 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 and post-secondary educational institutions.

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 prevent the school district from disclosing personally identifiable information under Section VI. 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 Section VI. of this policy; and
 - b. The school district has complied with the record-keeping requirements of Section XIII. 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.

[NOTE: 42 United States Code, section 14071 was repealed. School districts should retain this statutory reference, however, as it remains a reference in FERPA and the Minnesota Government Data Practices Act and still may apply to individuals required to register prior to the repeal of this law.]

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 section 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) 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 responsible authority 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 responsible authority 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 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;
 - b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
 - 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 Regulations, section 99.32 and to whom the school district disclosed information from an education 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.B.1. 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, section 2332b(g)(5)(B) or an act of domestic or international terrorism.

[NOTE: While Section XIII.E.1. does not apply to requests for or disclosures of directory information under Section VII. of this policy, to the extent the school district chooses to limit the disclosure of directory information to specific parties, for specific purposes, or both, it is advisable that records be kept to identify the party to whom the disclosure was made and/or purpose for the disclosure.]

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 pursuant to Subdivision A. 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 education 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, impair the parent or eligible student from exercising their right to inspect or review the

student's education records.

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 thirty (30) days 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 Minnesota Statutes, chapter 14 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 official means Superintendent Klint W. Willert or his

designee.

- 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 by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the 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 FERPA 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 or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include 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. § 13.32, Subd. 5 (Directory Information)
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)
 Minn. Stat. § 480.40 (Personal Information, Dissemination)
 Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
 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)
 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)
 Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

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 (Video Recording 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)

Adopted: 5/21/1996

Revised: 11/28/2005

1/29/2018

10/25/2021

8/22/2022

7/22/2024

PUBLIC NOTICE

Independent School District No. 2689 gives notice to parents of students currently in attendance in the District, and eligible students currently in attendance in the District, of their rights regarding pupil records.

1. Parents and eligible students are hereby informed that they have the following rights:
 - a. That a parent or eligible student has a right to inspect and review the student's education records within 45 days after the day the request for access is received by the school district. A parent or eligible student should 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. The parent or eligible student will be notified of the time and place where the records may be inspected;
 - b. 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 rights. A parent or eligible student may ask the school district to amend a record that they believe is inaccurate or misleading. The request shall be in writing, identify the item the parent or eligible student believes to be inaccurate, misleading, or in violation of the privacy rights of the student, shall state the reason for this belief, and shall specify the correction the parent or eligible student wishes the school district to make. The request shall be signed by the parent or eligible student. If the school district decides not to amend the record as requested by the parent or eligible student, the school district will notify the parent or eligible student of the decision and advise him or her of the right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing;
 - c. 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 disclosures without consent;
 - d. That the school district may disclose education records to other school officials within the school district if the school district has determined they have legitimate educational interests. For purposes of such disclosure, a "school official" is a person employed by the school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or other employee; a person serving on the school board; a person or company with whom the school district has consulted to perform a specific task (such as

an attorney, auditor, medical consultant, therapist, public information officer, or data practices compliance official); or a parent or student serving on an official committee, such as a disciplinary or grievance committee; or any individual assisting a school official in the performance of his or her tasks. A school official has a “legitimate educational interest” if the individual needs to review an education record in order to fulfill his or her professional responsibility and includes, but is not limited to, an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, and student health and welfare and the ability to respond to a request for educational data;

- e. That the school district forwards education records on request to a school or post-secondary educational institution in which a student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student’s enrollment, including information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, suspension and expulsion information pursuant to 20 U.S.C. § 7917, part of the federal Every Student Succeeds Act and data regarding a student’s history of violent behavior, and any disposition order which adjudicates the student as delinquent for committing an illegal act on school district property and certain other illegal acts;
- f. 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 20 U.S.C. § 1232g and the rules promulgated thereunder. The name and address of the office that administers the Family Education Rights and Privacy Act is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue S.W.
Washington, D.C. 20202-8520

- g. That copies of the school district’s policy regarding the protection and privacy of school records are located at 1401 7th ST SW, Pipestone, MN 56164.
2. Independent School District No. 2689 has adopted a school board policy in order to comply with state and federal laws regarding education records. The policy does the following:
- a. It classifies records as public, private, or confidential.
 - b. It establishes procedures and regulations to permit parents or students to inspect and review a student’s education records. These procedures include the method of determining fees for copies, a listing of the locations of these

education records, and the identity of the individuals in charge of the records.

- c. It establishes procedures and regulations to allow parents or students to request the amendment of a student's education records to ensure that the records are not inaccurate, misleading, or otherwise in violation of the student's privacy rights.
 - d. It establishes procedures and regulations for access to and disclosure of education records.
 - e. It establishes procedures and regulations for safeguarding the privacy of education records and for obtaining prior written consent of the parent or student when required prior to disclosure.
- 3. Copies of the school board policy and accompanying procedures and regulations are available to parents and students upon written request to the Superintendent.
 - 4. Pursuant to applicable law, Independent School District No. 2689 gives notice to parents of students currently in attendance in the school district, and eligible students currently in attendance in the school district, of their rights regarding "directory information."

"Directory information" includes the following information relating to a student: the student's name; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status; participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; the most recent educational agency or institution attended by the student. "Directory information" also includes the name, address, and telephone number of the student's parent(s). "Directory information" does not include a student's social security number or a student's identification number (ID) if the ID may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number, password, or other factor known or possessed only by the authorized user. It also does not include identifying information on a student's religion, race, color, social position, or nationality.

- a. **THE INFORMATION LISTED ABOVE SHALL BE PUBLIC INFORMATION WHICH THE SCHOOL DISTRICT MAY DISCLOSE FROM THE EDUCATION RECORDS OF A STUDENT OR INFORMATION REGARDING A PARENT.**
- b. **SHOULD THE PARENT OF A STUDENT OR THE STUDENT SO DESIRE, ANY OR ALL OF THE LISTED INFORMATION WILL NOT BE DISCLOSED WITHOUT THE PARENT'S OR ELIGIBLE**

STUDENT'S PRIOR WRITTEN CONSENT EXCEPT TO SCHOOL OFFICIALS AS PROVIDED UNDER FEDERAL LAW.

- c. IN ORDER TO MAKE ANY OR ALL OF THE DIRECTORY INFORMATION LISTED ABOVE "PRIVATE" (I.E., SUBJECT TO CONSENT PRIOR TO DISCLOSURE), THE PARENT OR ELIGIBLE STUDENT MUST MAKE A WRITTEN REQUEST TO THE BUILDING PRINCIPAL WITHIN THIRTY (30) DAYS AFTER THE DATE OF THE LAST PUBLICATION OF THIS NOTICE. THIS WRITTEN REQUEST MUST INCLUDE THE FOLLOWING INFORMATION:**

- (1) NAME OF STUDENT AND PARENT, AS APPROPRIATE;**
- (2) HOME ADDRESS;**
- (3) SCHOOL PRESENTLY ATTENDED BY STUDENT;**
- (4) PARENT'S LEGAL RELATIONSHIP TO STUDENT, IF APPLICABLE;**
- (5) SPECIFIC CATEGORY OR CATEGORIES OF DIRECTORY INFORMATION WHICH IS NOT TO BE MADE PUBLIC WITHOUT THE PARENT'S OR ELIGIBLE STUDENT'S PRIOR WRITTEN CONSENT.**

- 5. Pursuant to applicable law, Independent School District No. 2689 hereby gives notice to parents of students and eligible students in grades 11 and 12 of their rights regarding release of information to military recruiting officers and post-secondary educational institutions. The school district must release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiters only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request. Data released to military recruiting officers under this provision 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 cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.**

SHOULD THE PARENT OF A STUDENT OR THE ELIGIBLE STUDENT SO DESIRE, ANY OR ALL OF THE LISTED INFORMATION WILL NOT BE DISCLOSED TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS WITHOUT PRIOR CONSENT.

IN ORDER TO REFUSE THE RELEASE OF THIS INFORMATION WITHOUT PRIOR CONSENT, THE PARENT OR ELIGIBLE STUDENT MUST MAKE A WRITTEN REQUEST TO THE RESPONSIBLE AUTHORITY, BUILDING PRINCIPAL BY SEPTEMBER 15 EACH YEAR. THIS 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 RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS WITHOUT PRIOR CONSENT;**
- (7) SPECIFIC CATEGORY OR CATEGORIES OF DIRECTORY INFORMATION WHICH ARE NOT TO BE RELEASED TO THE PUBLIC, INCLUDING MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS.**

Notice: Refusal to release the above information to military recruiting officers and post-secondary educational institutions alone does not affect the school district's release of directory information to the public, including military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in the Directory Information section of this notice also must be followed. If you do not want your child's or eligible student's directory information released to military recruiting officers or post-secondary educational institutions, you also must notify the school district that you do not want this directory information released to any member of the public, including military recruiting officers and post-secondary educational institutions.

INDEPENDENT SCHOOL DISTRICT NO. 2689
PIPESTONE, MINNESOTA

Dated: July 22, 2024

/s/ Brad Carson
Chair

[Note: The use of this form requesting information about specific activities or behavior is mandated by statute. In addition, the school district is required to maintain such requests and a record of any release in the student's file.]

**JUVENILE JUSTICE SYSTEM
REQUEST FOR INFORMATION**

Family Educational Rights and Privacy Act
Minnesota Government Data Practices Act, Minn. Stat. § 13.32, Subds. 3(i) and 8(b)

DATE/TIME OF REQUEST: _____

TO: _____
(Superintendent of school district or chief administrative officer of school)

FROM: _____
(Requester's name/agency)

STUDENT: _____

BASIS FOR REQUEST:

- _____ Juvenile delinquency investigation/prosecution
- _____ Child protection assessment/investigation
- _____ Investigation/filing of CHIPS or delinquency petition

REASON FOR REQUEST: (Requester must describe why information regarding existence of the data marked below is necessary to effectively serve the student)

RESPONSE TO REQUEST:

The school must indicate whether it has data on the student that document any activity or behavior marked by the requester.

INFORMATION REQUESTED: *(mark all that apply)* **RESPONSE PROVIDED:** *(yes / no)*

Indicate whether you have data that document the student's:

_____	Use of a controlled substance, alcohol, or tobacco	_____
_____	Assaultive or threatening conduct as defined in Minn. Stat. § 13.32, Subd. 8	_____
_____	Possession or use of weapons or look-alike weapons	_____
_____	Theft	_____
_____	Vandalism and damage to property	_____

CERTIFICATION: The undersigned certifies that he or she is a member of the juvenile justice system. The requested data are needed by the juvenile justice system so it may effectively serve, prior to adjudication, the student whose records are released. The undersigned will not disclose the information received to any other party, except as provided under state law, without prior written consent as required by Code of Federal Regulations, title 34, section 99.38(b). The undersigned further certifies that he or she understands that, by signing this request, he or she is subject to the penalties in Minn. Stat. § 13.09.

Signature/Title

[Note: A principal or chief administrative officer of a school who receives such a request to disclose information about a student to the juvenile justice system shall, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information before disclosing the information. If the student's parent or guardian notifies the principal or chief administrative officer within ten (10) days of receiving the certified notice that

the parent or guardian objects to the disclosure, the principal or chief administrative officer must not disclose the information. The principal or chief administrative officer 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 principal or chief administrative officer must respond to the data request.]

524 INTERNET, TECHNOLOGY, AND CELL PHONE ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. LIMITED EDUCATIONAL PURPOSE

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

IV. USE OF SYSTEM IS A PRIVILEGE

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

V. UNACCEPTABLE USES

- A. While not an exhaustive list, the following uses of the school district system and Internet resources or accounts are considered unacceptable:
1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:
 - a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
 - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - d. information or materials that could cause damage or danger of disruption to the educational process;
 - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
 2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
 3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.
 4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.
 5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.
 6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or

passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

[NOTE: School districts should consider the impact of this paragraph on present practices and procedures, including, but not limited to, practices pertaining to employee communications, school or classroom websites, and student/employee use of social networking websites. Depending upon school district policies and practices, school districts may wish to add one or more of the following clarifying paragraphs.]

- a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).
- b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:
 - (1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or
 - (2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

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

- c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as "Facebook," "Twitter," "Instagram," "Snapchat," "TikTok," "Reddit," and similar websites or applications.

7. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.
 8. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.
- B. The school district has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations may include, but are not limited to, serious or severe bullying or harassment targeting particular individuals, threats aimed at teachers or other students, failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities, and breaches of school security devices. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.
- C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

VI. FILTER

[NOTE: Pursuant to state law, school districts are required to restrict access to inappropriate materials on school computers with Internet access. School districts seeking technology revenue pursuant to Minnesota Statutes, section 125B.26 or certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers are subject to the federal Children's Internet Protection Act, effective in 2001. Those districts are required to comply

with additional standards in restricting possible access to inappropriate materials. Therefore, school districts should select one of the following alternative sections depending upon whether the school district is seeking such funding and the type of funding sought.]

[NOTE: School districts that receive certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers are subject to the federal Children’s Internet Protection Act, effective in 2001. This law requires school districts to adopt an Internet safety policy that contains the provisions set forth below. Also, the Act requires such school districts to provide reasonable notice and hold at least one public hearing or meeting to address the proposed Internet safety policy prior to its implementation. School districts that do not seek such federal financial assistance need not adopt the alternative language set forth below nor meet the requirements with respect to a public meeting to review the policy. The following alternative language for school districts that seek such federal financial assistance satisfies both state and federal law requirements.]

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

- E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

[NOTE: Although school districts are not required to adopt the more restrictive provisions contained in either Alternative No. 2 or No. 3 if they do not seek state or federal funding, they may choose to adopt the more restrictive provisions as a matter of school policy.]

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

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

VIII. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.
- B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. Parents may have the right at any time to investigate or review the contents of their child's files and e-mail files in accordance with the school district's Protection and Privacy of Pupil Records Policy. Parents have the right to request the termination of their child's individual account at any time.
- E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure, or discovery under Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act).
- F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE AGREEMENT

- A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of the

school district.

- B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.
- C. The Internet Use Agreement form for students must be read and signed by the user, and the parent or guardian. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office.

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

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

XI. USER NOTIFICATION

- A. All users shall be notified of the school district policies relating to Internet use.
- B. This notification shall include the following:
 - 1. Notification that Internet use is subject to compliance with school district policies.
 - 2. Disclaimers limiting the school district's liability relative to:
 - a. Information stored on school district diskettes, hard drives, or servers.
 - b. Information retrieved through school district computers, networks, or online resources.
 - c. Personal property used to access school district computers, networks, or online resources.
 - d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
 - 3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
 - 4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof

means for enforcing the provisions of this acceptable use policy.

5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.
6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by Public and Private Personnel Data Policy, and Protection and Privacy of Pupil Records Policy.
7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

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

XIII. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

- A. "Technology provider" means a person who:

1. contracts with the school district, as part of a one-to-one program or otherwise, to provide a school-issued device for student use; and
 2. creates, receives, or maintains educational data pursuant or incidental to a contract with the school district.
- B. “Parent” means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.
- C. Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student’s educational data. The notice must:
1. identify each curriculum, testing, or assessment technology provider with access to educational data;
 2. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and
 3. include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student’s educational data.
- D. The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.
- E. A contract between a technology provider and the school district must include requirements to ensure appropriate security safeguards for educational data. The contract must require that:
1. the technology provider’s employees or contractors have access to educational data only if authorized; and
 2. the technology provider’s employees or contractors may be authorized to access educational data only if access is necessary to fulfill the official duties of the employee or contractor.
- F. All educational data created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a public educational agency or institution are not the technology provider’s property.

XIV. SCHOOL-ISSUED DEVICES

- A. “School-issued device” means hardware or software that the school district, acting independently or with a technology provider, provides to an individual student for that student’s dedicated personal use. A school-issued device includes a device issued through a one-to-one program.

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

XV. CELL PHONE USE

In this section, “cell phone” refers to a smart phone, smart watch, and/or wireless earbuds/headphones, and other personal connected technology devices.

The school board recognizes the challenges created with personal cell phones, smart watches, and wireless ear buds/headphones during the academic portion of the school

day. These devices can be distracting and can contribute to cyber bullying as well as disruption to academic time in the school day.

During the academic portions of the school day cell phones, smart watches, wireless ear buds/headphones, and other personal connected technology devices shall be stored in a secure location. Exceptions include a device prescribed by an IEP or 504, or medically directed by a physician.

As directed by administration, students will either store their “cell phones” in an administratively designated secure location in the classroom upon entering, or keep “cell phones” in their lockers.

“Cell phones” are not to be accessed during the academic portions of the school day. These rules are designed to enhance the educational experience in the classroom and to minimize distraction and the impact of cell phone and personal device use on student behavior, mental health, and academic achievement.

Cell phone policy for high school:

1. Cell phones will be allowed before school, during lunch, and after school. Students are not allowed to use these devices during the time that class is in session. It is the expectation of the school that students place their cell phones on silent in a designated location within the classroom that has been determined by the classroom teacher. High school students should not have phones out when the bell rings to start class and until after the bell rings to release students to their next class.
2. If a teacher determines that a student has violated this policy, the teacher will collect the device and bring it to the office. The use of such devices in school is a privilege and not a guaranteed student right. The school will not be held accountable for the security of electronic equipment brought to school.

Cell phone policy for middle school:

1. Electronic devices are permitted before and after school. During the day they are to be turned off and in the student’s locker. Consequences may include loss of device for the school day, detention, or parental notification and collections.
2. If a teacher determines that a student has violated this policy, the teacher will collect the device and bring it to the office. The use of such devices in school is a privilege and not a guaranteed student right. The school will not be held accountable for the security of electronic equipment brought to school.

Middle School/High School Consequences for Violating Cell Phone Policy:

- 1st offense: verbal warning/documented/confiscation of phone until the end of the day (in the office)
- 2nd offense: Automatic 30-minute detention/confiscation of phone until the end of the day (parent contact)
- 3rd offense: Automatic 60-minute detention/confiscation of phone until the end of the day (parent contact)

- 4th offense: Automatic 90-minute detention. Cell phone plan created with parent/guardian and school administration. Phone will be held by administration during days or not allowed on site.

XVI. LIMIT ON SCREEN TIME FOR CHILDREN IN PRESCHOOL AND KINDERGARTEN

A child in a publicly funded preschool or kindergarten program may not use an individual-use screen, such as a tablet, smartphone, or other digital media, without engagement from a teacher or other students. This section does not apply to a child for whom the school has an individualized family service plan, an individualized education program, or a 504 plan in effect.

XVII. IMPLEMENTATION; POLICY REVIEW

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.73 (School Cell Phone Policy)
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
15 U.S.C. § 6501 *et seq.* (Children’s Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children’s Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Mahanoy Area Sch. Dist. v. B.L., 594 U.S. 180, 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969)
United States v. Amer. Library Assoc., 539 U.S. 194 (2003)
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F.Supp.2d 1128 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), *aff’d on*

other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee's Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Grievance Procedures and Process)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 806 (Crisis Management Policy)
MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

Adopted: 7/25/2011

Revised: 9/24/2014, 7/22/2019, 7/27/2020, 9/27/2021, 8/22/2022

Revised: 7/22/2024



PIPESTONE AREA SCHOOLS

District No. 2689

Dr. Klint W. Willert, Superintendent
Sonja Ortman, MS/HS Principal
Jennifer Moravetz, Elementary Principal
Len Burzynski, Maintenance Director
Lisa Pease, Coordinator of Curriculum, Teaching & Learning, and Continuous Improvement

Jacque Kennedy, Business Manager
Rick Zollner, Activities Director
Josh Stukel, Technology Director
Kim Tuin, Food Service Director

INTERNET USE AGREEMENT - EMPLOYEE

SCHOOL DISTRICT EMPLOYEE

I have read and do understand the school district policies relating to safety and acceptable use of the school district computer system and the Internet and agree to abide by them. I further understand that should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action may be taken.

User's Full Name (please print): _____

User Signature: _____

Date: _____

"Inspire life-long learners. Build Character. Prepare them for their future."

INTERNET USE AGREEMENT - STUDENT

STUDENT

I have read and do understand the school district policies relating to safety and acceptable use of the school district computer system and the Internet and agree to abide by them. I further understand that should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action may be taken.

User's Full Name (please print): _____

User Signature: _____

Date: _____

PARENT OR GUARDIAN

As the parent or guardian of this student, I have read the school district policies relating to safety and acceptable use of the school district computer system and the Internet. I understand that this access is designed for educational purposes. The school district has taken precautions to eliminate controversial material. However, I also recognize it is impossible for the school district to restrict access to all controversial materials and I will not hold the school district or its employees or agents responsible for materials acquired on the Internet. Further, I accept full responsibility for supervision if and when my child's use is not in a school setting. I hereby give permission to issue an account for my child and certify that the information contained on this form is correct.

Parent or Guardian's Name (please print): _____

Parent or Guardian's Signature: _____

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. Students have use of a meal account. The Food Service Program is a pre-payment program. Meal accounts should be maintained with a positive balance at all times. If a lunch balance reaches zero, a student may no longer charge any a la carte items or second meals until funds are deposited into the account. Submit payments to Pipestone Area Schools Food Service Department, 1401 7th St SW, Pipestone, MN 56164 or making a payment online at mypaymentsplus.com
- B. A 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.
- C. Each school that participates in the free school meals program must:
 - (1) participate in the United States Department of Agriculture School Breakfast Program and the United States Department of Agriculture National School Lunch Program; and
 - (2) 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.
- D. 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.

- E. When a student has a negative account balance, the student will not be allowed to charge a snack item.
- F. 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.

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 an outstanding negative balance once the negative balance reaches \$5. Families will be notified by e-mail, automated calling system and/or letters sent home.
- 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 nonreimbursable 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.
- 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 not paid prior to the end of the school year, will be turned over to the superintendent or superintendent's designee for collection. 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.
- C. If the school district contracts with a third party for its meal services, it will provide the vendor with its school meals policy. The school district will ensure that any third-party provider with whom the school district enters into either an original or modified contract after July 1, 2021, adheres to the school district's school meals policy.

Legal References: Minn. Stat. § 123B.37 (Prohibited Fees)
Minn. Stat. § 124D.111 (School Meals Policies; 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

Adopted: 8/29/2009 – (District created under a different Policy Number)

Revised: 8/27/2018
12/19/2022
7/22/2024

601 SCHOOL DISTRICT CURRICULUM AND INSTRUCTION GOALS

[Note: Minnesota Statutes, section 120B.11 requires school districts to adopt a comprehensive long-term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment. MSBA/MASA Model Policies 601, 603, and 616 address these statutory requirements. In addition, MSBA/MASA Model Policies 613-615 and 617-620 provide procedures to further implement the requirements of Minnesota Statutes, section 120B.11.]

I. PURPOSE

The purpose of this policy is to establish broad curriculum parameters for the school district that encompass the Minnesota Academic Standards and federal law and are aligned with comprehensive achievement and civic readiness.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to strive for comprehensive achievement and civic readiness in which all learning in the school district should be directed and for which all school district learners should be held accountable.

III. DEFINITIONS

- A. “Academic standard” means a summary description of student learning in a required content area or elective content area.
- B. “Antiracist” means actively working to identify and eliminate racism in all forms in order to change policies, behaviors, and beliefs that perpetuate racist ideas and actions.
- C. “Benchmark” means specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.
- D. “Comprehensive Achievement and Civic Readiness” means striving to: meet school readiness goals; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; have all students graduate from high school; and prepare students to be lifelong learners.
- E. "Culturally sustaining" means integrating content and practices that infuse the culture and language of Black, Indigenous, and People of Color communities who have been and continue to be harmed and erased through the education system.

- F. “Curriculum” means district or school adopted programs and written plans for providing students with learning experiences that lead to expected knowledge, skills, and career and college readiness.
- G. “Ethnic studies” as defined in Minnesota Statutes, section 120B.25, has the same meaning for purposes of this section. Ethnic studies curriculum may be integrated in existing curricular opportunities or provided through additional curricular offerings.
- H. “Experiential learning” means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, other cooperative work experience, youth apprenticeship, or employment.
- I. "Institutional racism" means structures, policies, and practices within and across institutions that produce outcomes that disadvantage those who are Black, Indigenous, and People of Color.
- J. “Instruction” means methods of providing learning experiences that enable students to meet state and district academic standards and graduation requirements including applied and experiential learning.
- K. “Performance measures” are measures to determine school district and school site progress in striving for comprehensive achievement and civic readiness and must include at least the following:
 - 1. the size of the academic achievement gap; rigorous course taking, including college-level advanced placement, international baccalaureate, postsecondary enrollment options, including concurrent enrollment, other rigorous courses of study or industry certification courses or programs, and enrichment experiences by student subgroup;
 - 2. student performance on the Minnesota Comprehensive Assessments;
 - 3. high school graduation rates; and
 - 4. career and college readiness under Minnesota Statutes, section 120B.30, subdivision 1.

[Note: Definitions B, E, G, and I were added to Minnesota Statutes, section 120B.11—the Comprehensive Achievement and Civic Readiness law—effective August 1, 2023. The definitions apply to revisions to the Comprehensive Achievement and Civic Readiness law regarding strategic plans; these revisions are effective “for all strategic plans reviewed and updated after June 30, 2024.”]

IV. LONG-TERM STRATEGIC PLAN

A. The school board, at a public meeting, must adopt a comprehensive, long-term strategic plan to support and improve teaching and learning that is aligned with striving for comprehensive achievement and civic readiness and includes the following:

1. clearly defined school district and school site goals and benchmarks for instruction and student achievement for all student categories identified in Minnesota Statutes, section 120B.35, subdivision 3, paragraph (b)(2);

[Note: MSBA/MASA Model Policy 601, Section IV.B. and MSBA/MASA Model Policy 616 address this requirement.]

2. a process to assess and evaluate each student's progress toward meeting state and local academic standards, assess and identify students for participation in gifted and talented programs and services and accelerate their instruction, adopt early-admission procedures consistent with Minnesota Statutes, section 120B.15 and identifying the strengths and weaknesses of instruction in pursuit of student and school success and curriculum affecting students' progress and growth toward career and college readiness and leading to the world's best workforce;

[Note: MSBA/MASA Model Policy 618 addresses this requirement.]

3. a system to periodically review and evaluate the effectiveness of all instruction and curriculum, taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes, section 123B.147, subdivision 3, students' access to effective teachers who are members of populations underrepresented among the licensed teachers in the district or school and who reflect the diversity of enrolled students under Minnesota Statutes, section 120B.35, subdivision 3(b)(2), and teacher evaluations under Minnesota Statutes, section 122A.40, subdivision. 8, or 122A.41, subdivision 5;

[Note: MSBA/MASA Model Policy 616 addresses this requirement.]

4. strategies for improving instruction, curriculum, and student achievement, including the English and, where practicable, the native language development and the academic achievement of English learners;

[Note: MSBA/MASA Model Policy 616 addresses this requirement.]

5. a process to examine the equitable distribution of teachers and strategies to ensure children in low-income families, children in families of People of Color, and children in American Indian families are not taught at higher

rates than other children by inexperienced, ineffective, or out-of-field teachers;

6. education effectiveness practices that
 - a. integrate high-quality instruction, technology, and curriculum that is rigorous, accurate, antiracist, and culturally sustaining;
 - b. ensure learning and work environments validate, affirm, embrace, and integrate cultural and community strengths for all students, families, and employees;
 - c. provide a collaborative professional culture that seeks to retain qualified, racially and ethnically diverse staff effective at working with diverse students while developing and supporting teacher quality, performance, and effectiveness; and
 7. an annual budget for continuing to implement the school district plan; and
 8. identifying a list of suggested and required materials, resources, sample curricula, and pedagogical skills for use in kindergarten through grade 12 that accurately reflect the diversity of the state of Minnesota.
- B. The school district is not required to include information regarding literacy in a plan or report required under this section, except with regard to the academic achievement of English learners.
- C. Every child is reading at or above grade level every year, beginning in kindergarten, and multilingual learners and students receiving special education services are receiving support in achieving their individualized reading goals pursuant to Policy XXX (Reading and the Read Act)

Legal References: Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
Minn. Stat. § 120B.30, Subd. 1 (Statewide Testing and Reporting System)
Minn. Stat. § 120B.35, Subd. 3 (Student Academic Achievement and Growth)
Minn. Stat. § 122A.40, Subd. 8 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.147, Subd. 3 (Principals)
Minn. Stat. § 125A.56, Subd. 1 (Alternate Instruction Required before Assessment Referral)

20 U.S.C. § 5801, *et seq.* (National Education Goals)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)

Adopted: 8/28/2017

Revised: 11/23/2020
8/22/2022
7/22/2024

603 CURRICULUM DEVELOPMENT

[NOTE: Minnesota Statutes, section 120B.11 requires school districts to adopt a comprehensive long-term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment. MSBA/MASA Model Policies 601, 603, and 616 address these statutory requirements. In addition, MSBA/MASA Model Policies 613-615 and 618-620 provide procedures to further implement the requirements of Minnesota Statutes, section 120B.11.]

I. PURPOSE

The purpose of this policy is to provide direction for continuous review and improvement of the school curriculum.

II. GENERAL STATEMENT OF POLICY

Curriculum development shall be directed toward the fulfillment of the goals and objectives of the education program of the school district.

III. RESPONSIBILITY

The superintendent shall be responsible for curriculum development and for determining the most effective way of conducting research on the school district's curriculum needs and establishing a long-range curriculum development program. Timelines shall be determined by the superintendent that will provide for periodic reviews of each curriculum area.

IV. DISTRICT ADVISORY COMMITTEE

- A. The school board must establish an advisory committee to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.
- B. The District Advisory Committee, to the extent possible, must reflect the diversity of the district and its school sites, include teachers, parents, support staff, students, and other community residents, and provide translation to the extent appropriate and practicable. Whenever possible, parents and other community residents must comprise at least two-thirds of committee members.
- C. The District Advisory Committee must pursue community support to accelerate the academic and native literacy and achievement of English learners with varied needs, from young children to adults, consistent with Minnesota Statutes, section 124D.59, subdivisions 2 and 2a.

- D. The school district may establish site teams as subcommittees of the District Advisory Committee.
- E. The District Advisory Committee must recommend to the school board
 - 1. rigorous academic standards, student achievement goals and measures consistent with Minnesota Statutes, sections 120B.11, subdivision 1a; 120B.022, subdivisions 1a and 1b; and 120B.35;
 - 2. district assessments;
 - 3. means to improve students' equitable access to effective and more diverse teachers;
 - 4. strategies to ensure the curriculum is rigorous, accurate, antiracist, culturally sustaining, and reflects the diversity of the student population;
 - 5. strategies to ensure that curriculum and learning and work environments validate, affirm, embrace, and integrate the cultural and community strengths of all racial and ethnic groups; and
 - 6. program evaluations.
- F. School sites may expand upon district evaluations of instruction, curriculum, assessments, or programs.

V. SCHOOL SITE TEAM

Each school must establish a site team to develop and implement strategies and education effectiveness practices to improve instruction, curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site. The site team must include an equal number of teachers and administrators and at least one parent. The site team advises the board and the advisory committee about developing the annual budget and creates an instruction and curriculum improvement plan to align curriculum, assessment of student progress, and growth in meeting state and district academic standards and instruction.

VI. CURRICULUM DEVELOPMENT PROCESS

- A. The superintendent shall be responsible for keeping the school board informed of all state-mandated curriculum changes, as well as recommended discretionary changes, and for periodically presenting recommended modifications for school board review and approval.
- B. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to curriculum development.

Legal References: Minn. Stat. § 120A.20 (Admission to Public School)
Minn. Stat. § 120B.10 (Findings; Improving Instruction and Curriculum)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
Minn. Stat. § 120B.125(f) (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 124D.59 (Definitions)
Minn. Rules Part 3500.0550 (Inclusive Educational Program)
Minn. Rules Part 3501.0660 (Academic Standards for Kindergarten through Grade 12)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Part 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 605 (Alternative Programs)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
MSBA/MASA Model Policy 619 (Staff Development for Standards)
MSBA/MASA Model Policy 620 (Credit for Learning)
MSBA/MASA Model Policy 623 (Mandatory Summer School Instruction)

Adopted: 8/28/2017

Revised: 8/26/2019

4/25/2022

9/26/2022

7/22/2024

708 TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS

I. PURPOSE

The purpose of this policy is to address transportation rights of nonpublic school students and to provide equality of treatment in transporting such students pursuant to law.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to recognize the rights of nonpublic school students and to provide equal transportation to those students as required by law.

III. ELIGIBILITY

- A. The school district shall provide equal transportation within the district for all students to any school when transportation is deemed necessary by the school district because of distance or traffic conditions in like manner and form as provided in Minnesota Statutes, sections 123B.88 and 123B.92 when applicable.
- B. Upon the request of a parent or guardian, the school district must provide school bus transportation to the school district boundary for students residing in the school district at least the same distance from a nonpublic school actually attended in another school district as public-school students are transported in the transporting school district. Such transportation must be provided whether or not there is another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means.
- C. The school district may provide school bus transportation to a nonpublic school in another school district for students residing in the school district and attending that school, whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. If the school district transports students to a nonpublic school located in another school district, the nonpublic school must pay the cost of such transportation provided outside the school district boundaries.
- D. The school district must provide the necessary transportation within school district boundaries between the nonpublic school and a public school or neutral site for nonpublic school students who are provided pupil support services if the school district elects to provide pupil support services at a site other than a nonpublic school.

- E. When transportation is provided, the scheduling of routes, manner and method of transportation, control and discipline of students, and any other matter relating thereto shall be within the sole discretion, control, and management of the school district. A nonpublic or charter school student transported by the school district shall comply with school district student bus conduct and student bus discipline policies.
- F. The school board and a nonpublic school may mutually agree to a written plan for the board to provide nonpublic pupil transportation to nonpublic school students. The school district must report the number of nonpublic school students transported and the nonpublic pupil transportation expenditures incurred in the form and manner specified by the Minnesota Commissioner of Education.
- G. If the school board provides pupil transportation through the school's employees, the school board may transport nonpublic school students according to the plan and retain the nonpublic pupil transportation aid attributable to that plan. A nonpublic school may make a payment to the school district to cover additional transportation services agreed to in the written plan for nonpublic pupil transportation services not required under Minnesota Statutes, sections 123B.84 to 123B.87.
- H. A school board that contracts for pupil transportation services may enter into a contractual arrangement with a school bus contractor according to the written plan adopted by the school board and the nonpublic school to transport nonpublic school students and retain the nonpublic pupil transportation aid attributable to that plan for the purposes of paying the school bus contractor. A nonpublic school may make a payment to the school district to cover additional transportation services agreed to in the written plan for nonpublic pupil transportation services included in the contract that are not required under Minnesota Statutes, sections 123B.84 to 123B.87.
- I. Additional transportation to and from a nonpublic school may be provided at the expense of the school district when such services are provided in the discretion of the school district.

IV. STUDENTS WITH DISABILITIES

- A. If a resident student with a disability attends a nonpublic school located within the school district, the school district must provide necessary transportation for the student within the school district between the nonpublic school and the educational facility where special instruction and services are provided on a shared-time basis. If a resident student with a disability attends a nonpublic school located in another school district and if no agreement exists for the provision of special instruction and services on a shared time basis to that student by the school district of attendance and where the special instruction and services are provided within the school district, the school district must provide necessary transportation for that student between the school district boundary and the educational facility. The school district may provide necessary transportation for that student between its

boundary and the nonpublic school attended, but the nonpublic school must pay the cost of transportation provided outside the school district boundary. School districts may make agreements for who provides transportation. Parties serving students on a shared time basis have access to a due process hearing system as provided by law.

- B. When the disabling conditions of a student with a disability 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 transported on a special route for the purpose of attending an approved special education program, the student shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the disabling conditions and applicable laws. This section shall not be applicable to parents who transport their own child under a contract with the school district.
- C. Each driver and aide assigned to a vehicle transporting students with a disability must (1) be instructed in basic first aid and procedures for the students under their care; (2) within one month after the effective date of assignment, participate in a program of in-service training on the proper methods of dealing with the specific needs and problems of students with disabilities; (3) assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and (4) ensure that proper safety devices are in use and fastened properly.
- D. Each driver and aide assigned to a vehicle transporting students with a disability shall have available to them the following information in hard copy or immediately accessible through a two-way communication system: (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.
- E. 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 due process procedures provided for in Minnesota Statutes chapter 125A.

V. APPLICATION OF GENERAL POLICY

The provisions of the school district's policy on transportation of public-school students *[Model Policy 707]* shall apply to the transportation of nonpublic school students except as specifically provided herein.

Legal References:

Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
Minn. Stat. § 123B.84 (Policy)
Minn. Stat. § 123B.86 (Equal Treatment)
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
Minn. Stat. § 123B.91, Subd. 1a (School District Bus Safety Requirements)

Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Stat. Ch. 125A (Special Education and Special Programs)
Minn. Stat. § 125A.18 (Special Instruction; Nonpublic Schools)
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disability)
Americans United, Inc. as Protestants and Other Am. United for Separation of Church and State, et al. v. Independent Sch. Dist. No. 622, et al., 288 Minn. 1996, 179 N.W.2d 146 (Minn. 1970)
Eldredge v. Independent Sch. Dist. No. 625, 422 N.W.2d 319 (Minn. Ct. App. 1988)
Healy v. Independent Sch. Dist. No. 625, 962 F.2d 1304 (8th Cir. 1992)
Minn. Op. Atty. Gen. 166a-7 (June 3, 1983)
Minn. Op. Atty. Gen. 166a-7 (Sept. 14, 1981)
Minn. Op. Atty. Gen. 166a-7 (July 15, 1976)
Minn. Op. Atty. Gen. 166a-7 (July 17, 1970)
Minn. Op. Atty. Gen. 166a-7 (Oct. 3, 1969)
Minn. Op. Atty. Gen. 166a-7 (Sept. 12, 1969)

Cross References:

MSBA/MASA Model Policy 707 (Transportation of Public-School Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)

Adopted: 2/18/1997

Revised: 6/24/2019
8/22/2022
7/22/2024

806 CRISIS MANAGEMENT POLICY

[NOTE: The Commissioner of the Minnesota Department of Education (Commissioner) is required to maintain and make available to school boards and charter schools a Model Crisis Management Policy. See Minnesota Statutes, section 121A.035. School boards and charter schools must adopt a Crisis Management Policy to address potential crisis situations in their school districts or charter schools. Id. This Model Crisis Management Policy was originally the result of a collaborative effort among the Minnesota Department of Education, Division of Compliance and Assistance; the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management; and the Minnesota School Boards Association.]

I. PURPOSE

The purpose of this Model Crisis Management Policy is to act as a guide for school district 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 step-by-step procedures suggested by this Policy will provide guidance to each school building in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each school district should develop tailored building-specific crisis management plans for each school building in the school 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 emergency responders and other relevant community organizations. The school district will ensure that relevant emergency 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. The building-specific crisis management plans will include general crisis procedures and crisis-specific procedures. Upon approval by the school board, such crisis management plans shall be an addendum to this Crisis Management Policy. This 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 their 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 emergency first responder response team. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each building in the school district will have access to a copy of the Comprehensive School Safety Guide (2011 Edition) to assist in the development of building-specific crisis management plans.

All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical, sensory, motor, developmental, and mental health challenges.

[NOTE: More specific information on planning for children with special needs can be found in the Comprehensive School Safety Guide (2011 Edition) and United States Department of Education’s document entitled, “Practical Information on Crisis Planning, a Guide for Schools and Communities.” A website link is provided in the resource section of this Policy.]

a. Lock-Down Procedures

Lock-down procedures will be used in situations where harm may result to persons inside the school building, such as a shooting, hostage incident, intruder, trespass, disturbance, or when determined to be necessary by the building administrator or his or her 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. Provisions for emergency

evacuation will be maintained even in the event of a lock-down. Each building administrator will submit lock-down procedures for their building as part of the building-specific crisis management plan.

[NOTE: Minnesota law requires a minimum of five school lock-down drills each school year. See Minnesota Statutes, section 121A.035.]

b. Evacuation Procedures

Evacuations of classrooms and buildings—shall be implemented at the discretion of the building administrator or his or her 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.

[NOTE: Minnesota law requires a minimum of five school fire drills, consistent with Minnesota Statutes, section 299F.30, and one school tornado drill each school year. See Minnesota Statutes, section 121A.035.]

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 his or her designee will announce the need for sheltering over the public address system or other designated system. Each building administrator will submit sheltering procedures for his or her building as part of the building-specific crisis management plan.

[NOTE: The Comprehensive School Safety Guide (2011 Edition) has sample lock-down procedures, evacuation procedures, and sheltering procedures.]

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.

[NOTE: The Comprehensive School Safety Guide (2011 Edition) includes crisis-specific procedures.]

3. School Emergency Response Teams

a. Composition

The building administrator in each school building will select a school emergency response team that will be trained to respond to emergency situations. All school emergency 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, school emergency response team members 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 school emergency response team members which will be updated annually. The building administrator, and his or her 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, or in a secondary location in single building school districts.

[NOTE: The Comprehensive School Safety Guide (2011 Edition) has a sample School Emergency Response Team list.]

b. Leaders

The building administrator or his or her designee will serve as the leader of the school emergency response team and will be the primary contact for 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 emergency 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 crisis management plan shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant building-specific crisis management plans and shall receive periodic training on plan implementation.

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 school district's 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 Preparing 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. (Depending on the wind direction, where the building on fire is located, the direction from which the fire is arriving, and the location of fire equipment, the distance may need to be extended.)

[NOTE: Evacuation areas at least 50 feet from school buildings are recommended but not mandated by statute or rule. Evacuation areas should be selected based on safety and the individual school site's proximity to streets, traffic patterns, and other hazards.]

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 evacuations using primary evacuation routes 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, e.g., lunchtime, recess, and during assemblies. State law requires a minimum of five fire drills each school year, consistent with Minnesota Statutes, section 299F.30. See Minnesota Statutes, section 121A.035.

[NOTE: The State Fire Marshal advises schools to defer fire drills during the winter months.]

6. A record of fire drills conducted at the building will be maintained in the building administrator's office.

[NOTE: The Comprehensive School Safety Guide (2011 Edition), under the Preparedness/Planning section, has a sample fire drills schedule and log.]

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., switchboard, building engineer, etc.). The school district also will designate an administrator or his or her designee to meet local fire or law enforcement agents upon their arrival.

[NOTE: The Comprehensive School Safety Guide (2011 Edition), under the Response section, has a sample fire procedure form, evacuation/relocation and student reunification/release procedures, and planning for student reunification.]

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 updated regularly and whenever a major change is made to a building. Facility diagrams and site plans will be maintained by the building administrator and will be easily accessible 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 kept on file in the school district office, or at a secondary location for single building school districts 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 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.

[NOTE: The Comprehensive School Safety Guide (2011 Edition), under the Preparedness/Planning section, has a sample Emergency Phone Numbers list.]

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school buildings. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing.

The building administrator shall be responsible for informing students and employees of the warning system and the means by which the system is used to identify a specific crisis or emergency situation. Each school's 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 school or buildings as early

in the day as possible. The early school closure procedures will set forth the criteria for early school closure (e.g., weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff, 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 listen to designated local radio and TV stations for school closing announcements, where possible.

[NOTE: The Comprehensive School Safety Guide (2011 Edition), under the Response section, provides universal procedures for severe weather shelter.]

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.

[NOTE: The Comprehensive School Safety Guide (2011 Edition), under the Response section, has a sample Media Procedures form.]

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 with 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 receive 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.

[NOTE: The Comprehensive School Safety Guide (2011 Edition), under the Recovery section, addresses the recovery components in more detail.]

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 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.
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. **SAMPLE PROCEDURES INCLUDED IN THIS POLICY**

Sample procedures for the various hazards/emergencies listed below are attached to this Policy for use when drafting specific crisis management plans. Additional sample procedures may be found in the Response section of the *Comprehensive School Safety Guide* (2011 Edition). After approval by the school board, an adopted procedure will become an addendum to the Crisis Management Policy.

- A. Fire
- B. Hazardous Materials
- C. Severe Weather: Tornado/Severe Thunderstorm/Flooding

- D. Medical Emergency
- E. Fight/Disturbance
- F. Assault
- G. Intruder
- H. Weapons
- I. Shooting
- J. Hostage
- K. Bomb Threat
- L. Chemical or Biological Threat
- M. Checklist for Telephone Threats
- N. Demonstration
- O. Suicide
- P. Lock-down Procedures
- Q. Shelter-In-Place Procedures
- R. Evacuation/Relocation
- S. Media Procedures
- T. Post-Crisis Procedures
- U. School Emergency Response Team
- V. Emergency Phone Numbers
- W. Highly Contagious Serious Illness or Pandemic Flu

VI. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

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

[NOTE: School buildings must maintain Material Safety Data Sheets

(M.S.D.S.) for all chemicals on campus. State law, federal law, and OSHA require that pertinent staff have access to M.S.D.S. in the event of a chemical accident.]

B. Visitors

The school district shall implement procedures mandating visitor sign in and visitors in school buildings. See MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites).

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 United States Code, section 6301, et seq.; Title IX, 20 United States Code, section 1681, et seq.; and the Unsafe School Choice Option, 20 United States Code, section 7912, require school districts to establish such transfer procedures.]

D. Radiological Emergencies at Nuclear Generating Plants [OPTIONAL]

School districts within a 10-mile radius of the Monticello or Prairie Island nuclear power plants will implement crisis plans in the event of an accident or incident at the power plant.

Questions relative to the creation or implementation of such plans will be directed to the Minnesota Department of Public Safety.

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; Doors and Exits)
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)
Minn. Rules Ch. 7511 (Fire Code)
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: MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and

Sites

Comprehensive School Safety Guide
[Minnesota School Safety Center - Resources \(mn.gov\)](https://mn.gov/schools/safety-center/resources)

Adopted: 8/28/2017

Revised: 7/22/2019
7/27/2020
9/27/2021
8/22/2022
7/22/2024

Fast Track Request Form

The following Fast Track Request Form is based on the SPP Tariff Attachment V, Generator Interconnection Procedures, under Section 14 Fast Track Process. It is the responsibility of the Interconnection Customer to be familiar with that section of the SPP Tariff and its requirements. Fast Track Eligibility does not constitute Fast Track Acceptance. Fast Track eligibility is determined based upon the generator type, the size of the generator, voltage of the line and the location of and the type of line at the Point of Interconnection that are vetted through a Screening process with the Transmission Owner and possible, additional Supplement analysis. If the Fast Track request passes Screening and any Supplemental analysis, SPP will coordinate the Generation Interconnection Agreement process between parties. An incomplete Fast Track Request Form will be rejected.

Interconnection Customer will provide a completed SPP Tariff Attachment A to Appendix 3 Form along with this Fast Track Request Form and associated documents. An incomplete Fast Track Request Application will be rejected.

Interconnection Customer Contact Information

Name: Dr. Klint Willert
Title: Superintendent
Company Name: Pipestone Area Schools
Project Name: PAS Solar
Address: 1401 7th Street SW
Address: _____
City: Pipestone State: MN ZIP: 56164
Phone: (507) 562-6068
Email Address: klint.willert@pas.k12.mn.us
Is there an RMS Ticket Associated With This Request, if so, the RMS # is: 97068 & 103174

Transmission Owner and Point of Interconnection

Name of Transmission Owner of the Point of Interconnection: L&O Power Cooperative
Transmission Owner Point of Contact (Name and email address): Troy Metzger , troy.metzger@dgr.com
Name and Bus Number of Point of Interconnection: PIPESTON-LO869.000 659731
Geographic coordinates of the proposed Point of Interconnection:
Latitude: 43 degrees, 59 minutes, 2.88 seconds (North)
Longitude: 96 degrees, 20 minutes, 25.20 seconds (West)

Project and Interconnection Information

Project or Line Voltage utilized at the Point of Interconnection? 7.2 kV

GEN Type of Interconnection (chosed one):

Synchronous _____

Induction _____

Certified Inverter Based X

If the GEN Type is Certified Inverter Based, does it meet any of the following Fast Track Eligibility criteria per the Inverter Based Table below? **Yes** X or **No** _____

<u>Fast Track Eligibility for Inverter-Based Systems</u>		
<u>Phase to Phase Line Voltage</u>	<u>Fast Track Eligibility Regardless of Location</u>	<u>Fast Track Eligibility on a Mainline¹ and <2.5 Electrical Circuit Miles from Substation²</u>
<u><5 kV</u>	<u>< 500 kW</u>	<u>< 500 kW</u>
<u>> 5 kV and < 15 kV</u>	<u>< 2 MW</u>	<u>< 3 MW</u>
<u>> 15 kV and < 30 kV</u>	<u>< 3 MW</u>	<u>< 4 MW</u>
<u>≥ 30kV and < 69kV</u>	<u>< 4 MW</u>	<u>≤ 5 MW</u>

¹ For purposes of this table, a mainline is the three-phase backbone of a circuit. It will typically constitute lines with wire sizes of 4/0 American wire gauge, 336.4 kcmil, 397.5 kcmil, 477 kcmil and 795 kcmil.

² An Interconnection Customer can determine this information about its proposed interconnection location in advance by requesting a pre-application report pursuant to Section 2.2.

Demonstration of Certification, Safety and Operation

The Interconnection Customer must demonstrate Certification Requirements per Appendix 9 and Appendix 10 of the SPP Tariff Attachment V, Generator Interconnection Procedures (GIP), or show reasonable evidence the Transmission Owner has conducted a design and testing analysis deeming the project safe and operable:

Demonstration of Certification per Appendix 9 to GIP Form – provide no less than one of the standards and compliance documentation as referenced in Appendix 9 to GIP Form (must be included with this request).

And

Demonstration of Certification of Small Generator Equipment Packages per Appendix 10 to GIP Form – provide any associated standards or compliance document as required in Appendix 10 to GIP Form (must be included with this request).

Or Provide

Demonstration that the Transmission Owner has reviewed the design or tested the proposed Small Generating Facility and is satisfied that it is safe to operate (must be included with this request).

Fast Track Eligibility Review Fee* – \$1,000

Per Section 14.2 Initial Review of the Fast Track Process, the Interconnection Customer will provide a Fast Track Eligibility Review Fee of \$1,000.00. Upon application and submission of a Fast Track request the Interconnection

*Customer acknowledges that additional study costs, per Section 14.2.1.11, may arise pursuant to analysis associated with the Transmission Provider or the Transmission Owner screening process or any supplemental analysis.

\$1,000.00 Payment is provided in the form of: ACH / Wire X

Attachment A to Appendix 3

INTERCONNECTION REQUEST

1. The undersigned Interconnection Customer submits this request to interconnect its Generating Facility with the Transmission System pursuant to the Tariff.
2. This Interconnection Request is for (check one):

☒ A proposed new Generating Facility.

☐ An increase in the generating capacity or a Material Modification of an Existing Generating Facility.

☐ Replacement of Existing Generating Facility with no increase in capacity

3. The type of interconnection service requested (check one):

☐ Energy Resource Interconnection Service

☒ Network Resource Interconnection Service

4. All requests for Network Resource Interconnection Service are also studied for Energy Resource Interconnection Service.

5. The Interconnection Customer provides the following information:

- a. Address or location of the proposed new Generating Facility site (to the extent known) or, in the case of an Existing Generating Facility, the name and specific location of the Existing Generating Facility:

1401 7th Street SW, Pipestone, MN 56164

Geographic coordinates of the proposed new or Existing Generating Facility site:

Latitude: 43 degrees, 59 minutes, 2.88 seconds (North)

Longitude: 96 degrees, 20 minutes, 25.20 seconds (West);

- b. Maximum electrical output of the proposed new Generating Facility or the amount of increase in the generating capacity of an Existing Generating Facility;

Maximum summer electrical output or increase of 0.02 megawatts at 41 degrees C

Maximum winter electrical output or increase of 0.02 megawatts at -35 degrees C

- c. A description of the equipment configuration (i.e. Number of generators/inverters and number of Intermediate Step-up transformers) for the entire Generating Facility. Two parallel arrays that include (26) 410 W panels and (1) inverter each. To tie to the SVE distribution circuit, there is a main breaker, disconnect, meter, and step-up transformer.
- d. Preliminary one-line diagram of the Generating Facility that includes:
- Breaker layout, bus configuration (if available) and number of generators
 - Zero impedance lines (if applicable)
 - Distance from the collector substation to the POI in miles and the line impedance;
- e. Collector System Feeder Spreadsheet and Layout Diagrams; NA
- f. PSS/E User Defined Model files (.dll, .lib, .obj), documentation (generator model, power plant controller, etc.), and stability model files (.dyr, generator model, power plant controller, etc.);
- g. Commercial Operation Date (month/day/year); 11 / 01 / 2024;
- h. Name, address, telephone number, and e-mail address of Interconnection Customer's contact person in Item 9 below;
- i. Location of the proposed Point of Interconnection including the substation name or the name of the line to be tapped (including the voltage), the estimated distance from the substation endpoints of a line tap, address, and GPS coordinates.

POI substation name: Pipestone Sub

If a line tap, POI line name: Feeder #7 (endpoint 1) to _____ (endpoint 2)

POI Distance from endpoint 1: 3.7 miles (distance from Pipestone Sub to PAS POI on Feeder #7)

POI Distance from endpoint2: _____ miles

POI voltage: 7.2 kV

Address or location of the Point of Interconnection:

1401 7th Street SW, Pipestone, MN 56164

Geographic coordinates of the proposed Point of Interconnection:

Latitude: 43 degrees, 59 minutes, 2.88 seconds (North)

Longitude: 96 degrees, 20 minutes, 25.20 seconds (West);

- j. Geographical map showing the approximate location of the proposed Point of Interconnection and the location of the Generating Facility;
- k. Generating Facility Data (set forth in Attachment B to this Appendix 3);
- l. Requested capacity (in MW) of Interconnection Service (if lower than the Generating Facility Capacity); **NA**
- m. Fuel type(s) included in this project configuration:
 - ☐ Battery/Storage
 - ☐ Hybrid
 - ☐ Hydro
 - ☐ Nuclear
 - ☒ Solar
 - ☐ Thermal
 - ☐ Wind
 - ☐ Other: _____

Describe the prime mover (Combined Cycle Comb. Turbine, Combined Cycle Steam, Gas Turbine, Internal Combustion Engine, Steam Turbine, etc.):

PV Solar array

- n. Primary frequency response operating range for electric storage resources; **NA**
- o. If Interconnection Facilities will be shared, the project number of other Existing Generating Facilities or Interconnection Requests with which Interconnection Facilities will be shared shall be listed below. If no project number is available, state the name of the Interconnection Customer and describe the applicable Generating Facilities below.

NA

- p. For request for Generating Facility Replacement, the planned or actual date of cessation of operation of the Existing Generating Facility: (month/day/year)

____/____/____. **NA**

6. Applicable deposit amount and application fee as specified in the GIP.

7. Evidence of Site Control as specified in Section 8.2 the GIP:

- ☒ Site Control for the Generating Facility and one of the following:
- ☒ Site Control for at least fifty percent (50%) of the Generating Facility's high voltage tie line to Point of Interconnection; **OR**

_____ Additional financial security in the amount of \$80,000 per line right-of-way mile.

8. This Interconnection Request shall be submitted electronically, in the manner specified in Section 1 of the “Generator Interconnection Business Guide and Practice” manual posted on the Transmission Provider’s Generator Interconnection Study posting page on OASIS.

9. Representative of Interconnection Customer to contact (including e-mail address):

Name of Contact Person: Chris Graff with Sioux Valley Energy

Mailing Address: PO Box 216

City, State, Zip Colman, SD 57017

Telephone: 605-256-3171

E-mail address: chris.graff@siouxvalleyenergy.com

10. This Interconnection Request is submitted by:

Name of Interconnection Customer (Company): Pipestone Area Schools

By (signature): _____

Name (type or print): _____

Title: _____

Date: _____

APPENDIX 9 TO GIP

CERTIFICATION CODES AND STANDARDS

Certification and interconnection of Interconnection Customer's facilities with Transmission Owner's facilities shall be governed by all applicable local, state and federal statutes and regulations. In addition, Interconnection Customer's facilities shall be installed in accordance with all provisions set forth in Transmission Owner's Facility Connection Standard, Transmission Owner Service Standard and the National Electrical Safety Code (ANSI2), National Electrical Code (NFPA70), North American Electric Reliability Council (NERC), Regional Reliability Councils, American National Standards Institute (ANSI), Institute of Electrical and Electronics Engineers (IEEE), or other regulatory or governing body having jurisdiction. Connection of Interconnection Customer's facilities with Transmission Owner's facilities shall further be governed by any applicable statute, rule, order, provision, guide, or code of an organization, council, institute, regulatory or governing body having jurisdiction over such matters.

A sample list of such requirements is shown below (Note this list is not all-inclusive and the entities responsible for these requirements may update them at any time. The current versions shall be applicable.):

IEEE1547 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity)

UL 1741 Inverters, Converters, and Controllers for Use in Independent Power Systems

IEEE Std 929-2000 IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems

NFPA 70 (2002), National Electrical Code

IEEE Std C37.90.1-1989 (R1994), IEEE Standard Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems

IEEE Std C37.90.2 (1995), IEEE Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers

IEEE Std C37.108-1989 (R2002), IEEE Guide for the Protection of Network Transformers

IEEE Std C57.12.44-2000, IEEE Standard Requirements for Secondary Network Protectors

IEEE Std C62.41.2-2002, IEEE Recommended Practice on Characterization of Surges in Low Voltage (1000V and Less) AC Power Circuits

IEEE Std C62.45-1992 (R2002), IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000V and Less) AC Power Circuits

ANSI C84.1-1995 Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)

IEEE Std 100-2000, IEEE Standard Dictionary of Electrical and Electronic Terms

NEMA MG 1-1998, Motors and Small Resources, Revision 3

IEEE Std 519-1992, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems

NEMA MG 1-2003 (Rev 2004), Motors and Generators, Revision 1

APPENDIX 10 TO GIP

CERTIFICATION OF SMALL GENERATOR EQUIPMENT PACKAGES

- 1.0 Small Generating Facility equipment proposed for use separately or packaged with other equipment in an interconnection system shall be considered certified for interconnected operation if (1) it has been tested in accordance with industry standards for continuous utility interactive operation in compliance with the appropriate codes and standards referenced below by any Nationally Recognized Testing Laboratory (NRTL) recognized by the United States Occupational Safety and Health Administration to test and certify interconnection equipment pursuant to the relevant codes and standards listed in GIP Appendix 9, (2) it has been labeled and is publicly listed by such NRTL at the time of the interconnection application, and (3) such NRTL makes readily available for verification all test standards and procedures it utilized in performing such equipment certification, and, with consumer approval, the test data itself. The NRTL may make such information available on its website and by encouraging such information to be included in the manufacturer's literature accompanying the equipment.
- 2.0 The Interconnection Customer must verify that the intended use of the equipment falls within the use or uses for which the equipment was tested, labeled, and listed by the NRTL.
- 3.0 Certified equipment shall not require further type-test review, testing, or additional equipment to meet the requirements of this interconnection procedure; however, nothing herein shall preclude the need for an on-site commissioning test by the Parties to the interconnection nor follow-up production testing by the NRTL.
- 4.0 If the certified equipment package includes only interface components (switchgear, inverters, or other interface devices), then an Interconnection Customer must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and is consistent with the testing and listing specified for this type of interconnection equipment.
- 5.0 Provided the generator or electric source, when combined with the equipment package, is within the range of capabilities for which it was tested by the NRTL, and does not violate the interface components' labeling and listing performed by the NRTL, no further design review, testing or additional equipment on the customer side of the point of common coupling shall be required to meet the requirements of this interconnection procedure.
- 6.0 An equipment package does not include equipment provided by the utility.
- 7.0 Any equipment package approved and listed in a state by that state's regulatory body for interconnected operation in that state prior to the effective date of these GIP shall be considered certified under these procedures for use in that state.

EDUCATIONAL ELECTRIFICATION PROJECT GRANT APPLICATION	
L&O Distribution Member Cooperative	Sioux Valley Energy
Name of Project Owner	Pipestone Area Schools
Project Name	PAS Solar
Summarize your Educational Implementation Plan, Project Schedule, and Benefits to the Cooperative	SVE and PAS plan to partner to provide educational opportunities to students using the solar array that will be located at PAS. The project is scheduled to be constructed in the fall of 2024. The cooperative will benefit from a supply of renewable energy to the grid.
Estimated Cost of Overall Project (\$)	\$260,000.00
Other Funding Resource(s) & Amount(s) (\$)	Click or tap here to enter text.
Self-Funding Amount (\$)	\$0
Requested L&O Grant Amount (\$)	\$260,000.00
Location of Proposed Project (provide description here and attach map or Google Earth .kmz file)	Pipestone Area Public Schools 1401 7th St SW, Pipestone, MN 56164
Project Type	☒ Generation
	☐ Transmission
	☐ Distribution

Complete the Project Details for the Applicable Project Type

• **GENERATION**

Generator Facility Type	☐ Wind Turbine
	☒ Solar Farm or Array
	☐ Other: Click or tap here to enter text.
Maximum Electrical Output (in kW)	20
Commercial Operation Date (month/day/year)	11/1/2023

• **TRANSMISSION**

Proposed Line Length (in miles)	NA
Proposed Interconnection Location (show on location map)	Click or tap here to enter text.
Line Voltage (in kV)	Click or tap here to enter text.
Maximum Electrical Capacity (in Amps)	Click or tap here to enter text.
Commercial Operation Date (month/day/year)	Click or tap here to enter text.

• **DISTRIBUTION**

Proposed Line Length (in miles)	NA
Proposed Interconnection Location (show on location map)	Click or tap here to enter text.
Line Voltage (in kV)	Click or tap here to enter text.
Maximum Electrical Capacity (in Amps)	Click or tap here to enter text.
Commercial Operation Date (month/day/year)	Click or tap here to enter text.

Miscellaneous Comments	See the associated Memorandum of Understanding (PAS Distributed Renewable Energy Facilities) for this project.

By: Pipestone Area Schools	
<i>(Signature)</i>	<i>(Date)</i>
By: Sioux Valley Energy	
<i>(Signature)</i>	<i>(Date)</i>
L&O Comments/Conditions:	
Approved By: Curt Dieren, Manager	
<i>(Signature)</i>	<i>(Date)</i>

MEMORANDUM OF UNDERSTANDING

PAS Distributed Renewable Energy Facilities

This Memorandum of Understanding (MOU) documents the response to the PAS (Pipestone Area Schools) application to Sioux Valley Energy (SVE), L&O Power Cooperative (L&O), and Basin Electric Power Cooperative (Basin) [collectively the Cooperatives] for conversion of a portion of the legacy PAS Wind turbine power and its approved and associated Generation Interconnection to new Photovoltaic (PV or Solar) based generation facility that will provide educational benefit to PAS District students. For reference, see the MOU dated December 30, 2022, and the reference application for Solar Interconnection.

1.) PROJECT SCOPE:

- a. Solar Generation: New 20 kW (AC) solar PV array owned by PAS.
- b. Site: On the PAS campus, in unused green space near the entrance road, or in the general area where the decommissioned wind turbine was installed.
- c. Delivery Point: SVE side of the transformer, located at the Site.
- d. Energy: The electrical energy, in kilowatt hours (kWh) from the Solar Generation as metered, sold and delivered to the Delivery Point.
- e. Green Tag: A green tag is all the environmental attributes generally perceive and associated with the generation and delivery to the Delivery Point of one kWh of Energy from the Solar Generation and shall include any and all reporting rights for any renewable energy disclosure regulations, renewable portfolio standards related to renewable energy, and any other benefits associate with energy generated by the Solar Generation. Green Tags do not include the Federal or State income tax credits for renewable energy.
- f. Project Term: 20 years, starting from the date of commercial operation and energy production of the Solar Generation. Commercial operation is anticipated to be November 1, 2024 and will be no later than December 15, 2024.
- g. Grant Amount: the approved estimated project costs or actual costs, whichever is lower.
- h. The intent of this MOU is that PAS will not incur any non-reimbursed costs at all related to this project.

2.) PRICE:

- a. Energy and Green Tags: The price for the Energy and associated Green Tags (if applicable) shall be according to the Basin Electric and L&O published PURPA or other applicable rate schedules as updated periodically. In 2024, this is \$0.0137 per kWh for all energy (in kWh) delivered at the Delivery Point. The Cooperatives have the right to the associated Green Tags and may elect to utilize them as applicable.
- b. Educational Assistance Grant: SVE, on behalf of PAS, has submitted a grant application for L&O's Educational Assistance Grant program and L&O has approved an amount up to \$260,000.00 for the development of PAS Solar Generation. This grant amount will cover the following items:

- i. Actual project costs of \$130,000.00 that includes the installation labor, materials, landscaping (including rock), fencing, SVE service interconnection, and metering.
- ii. Initial SPP and Transmission Owner interconnection study costs of \$50,000.00. SVE will act as the agent for PAS for applicable studies and related matters.
- iii. Annual maintenance, insurance, communications, SVE facility charges, premium power costs to equalize to estimated retail energy, and other related operational and maintenance costs of \$3,000.00 (total present value of these costs is \$80,000.00).
- iv. Removal is the responsibility of SVE at the end of the term and at the direction of PAS.

3.) PAYMENT:

- a. Energy & Green Tags: L&O will pay SVE and SVE will pay PAS for the Energy and associated Green Tags in the form of a credit on the energy portion of the power bill from L&O to SVE. Payment will be in the month immediately following the last day of the month in which the Energy was delivered. L&O, SVE, and PAS shall have one (1) year after any payment to review or challenge the correctness of the meter reading or payment.
- b. Educational Assistance Grant:
 - i. L&O will pay SVE the following amounts at the following intervals:
 - 1. 50% of the grant amount after initial approval by L&O and after the Basin Electric Power Cooperative (Basin) and Southwest Power Pool (SPP) and Transmission Owner interconnection studies and rate package approvals are received.
 - 2. 35% of the grant amount when construction of the solar Generation commences.
 - 3. 15% of the grant amount after the date the Solar Generation starts delivering energy to SVE.
 - ii. SVE will pay PAS as the project incurs actual costs less the items where SVE will be bearing the costs (metering and removals).
- c. It is understood that there are necessary steps to get permitting, interconnection studies and rate package approvals on this generation interconnection. If any of these are not approved, then the MOU will cease at this point and the incurred costs will be reimbursed by L&O.

4.) ENERGY PURCHASE CONDITIONS:

- a. The energy generated by the Solar Generation may not be used to reduce SVE's power purchase from L&O.
- b. The Delivery point for this resource will continue to be treated as a Delivery point by Basin to L&O and L&O to the SVE system.
- c. An Interconnection Agreement between the PAS and SVE must be in place and maintained during the term of this Agreement. This will provide for disconnection and Safety provisions associated with these facilities.

- d. SVE and/or PAS must obtain approval for interconnection to the regional electrical grid from the SPP and any other governmental or regulatory requirements for the Solar Generation. PAS will pay for the applicable SPP interconnection and Transmission Owner study costs and submit the approval documents to SPP via their RMS system on PAS's behalf. PAS, SVE, and L&O will use a good faith effort to obtain the necessary SPP approvals, but the successful attainment of those approvals is not guaranteed.
- e. The maximum generation delivered to the Delivery Point may not exceed the Solar Generation rating approved by SPP.

5.) **METERING:**

- a. SVE shall be responsible for all metering costs. The meter shall adhere to Western Area Power Administration's (WAPA) metering requirements and shall be electronically readable by designated outside parties. The meter shall be capable of providing 30-minute time registration demand and energy readings. Meters shall not permit reduction of measured power delivered to SVE by L&O.

6.) **MAINTENANCE:**

- a. SVE will provide the annual maintenance inspection of the Solar Generation. Maintenance costs will be covered by the operational and maintenance cost dollars defined in previous section 2.b.iii of this MOU. If the maintenance costs exceed this amount, the Solar Generation may be decommissioned by SVE, repaired by SVE, or its life extended under an additional agreement that is agreed to by all parties.

Accepted and Agreed to:

Pipestone Area School District

By: _____
Klint Willert, Superintendent

Date: _____

L&O Power Cooperative

By: _____
Curt Dieren, Manager

Date: _____

Sioux Valley Energy

By: _____
Tim McCarthy, General Manager/CEO

Date: _____



1420 East College Drive
Marshall, MN 56258
www.swsc.org

SWWC Service Cooperative Contracts Summary

	23-24 Contracts	24-25 Contracts
Member: Pipestone Area School District		
Child Count on Contracts	1,096	1,105
Membership Dues (One-Time)	\$0.00	\$0.00
Administrative Solutions		
Environmental/Occupational Health & Safety Management Program	\$9,425.00	\$10,179.00
Health & Safety Management Assistance	\$2,816.12	\$2,964.34
Drug & Alcohol Services	No	No
Regional Management Information Center		
• Business/SMART Systems Services	\$17,957.60	\$18,938.50
• Business UFARS Support Services without access to SMART Systems	\$0.00	\$0.00
• MARSS/Other Revenue Reporting Services	\$2,222.00	\$2,384.00
• Extended Services Subscription	\$0.00	\$0.00
Technology Services		
• Basic Technology Services	\$0.00	\$0.00
• Supplemental Technology Support & Integration Block Hours	\$0.00	\$0.00
• Technology Coordinator and/or Integration Services	\$104,760.00 full time; year 2 of 3 years	\$110,400.00 full time; year 3 of 3 years
• E-Rate Coordination Services	\$2,350.00	\$2,350.00
• Comprehensive Cyber Security	\$15,160.80	\$15,260.25
• Student Data Privacy Program	\$1,500.00	\$1,545.00
• Email Security Service	Yes	Yes
• Email Archiving Service	Level 1 – 3 Year Retention	Level 1 – 3 Year Retention
• Secured Remote Backup Service	Yes	Yes
• Website ADA Accessibility and Usability Support with Siteimprove	No	No
• OnDemand IT Certification and Training Solution with Stormwind Studios	No	No
• Moodle Course Hosting Service	No	No
• Moodle in Your School Service	No	No

Educational Solutions

Special Education Services (excluding Autism Services):		
• School Psychologist	\$90,600.00	\$98,400.00
• Speech/Language Pathologist	\$268,140.00	\$293,880.00
• School Social Worker	\$86,750.00	\$0.00
• Teacher of the Visually Impaired	\$0.00	\$0.00
• Early Childhood Special Education Teacher	\$190,520.00	\$174,590.00
• Teacher of the Deaf/Hard of Hearing	\$39,100.00	\$43,560.00
• DAPE Teacher	\$0.00	\$0.00
• Occupational Therapy	\$97,680.00	\$111,230.00
• Orientation and Mobility Services	\$0.00	\$0.00
• Physical Therapy	\$0.00	\$0.00
• Regional ECSE Coordination	\$2,989.00	\$3,098.00
• Special Education Cooperative Membership Fee	\$12,596.00	\$29,890.00
• Shared Special Education Administrative Services	\$59,599.00	\$64,738.00
• Single District Special Education Administrator	\$0.00	\$0.00
TOTAL SPECIAL EDUCATION SERVICES	\$847,974.00	\$819,386.00
Autism Consultant Services	\$0.00	\$0.00
Behavior Analytic Services	\$21,650.00 Package D	\$23,400.00 Package D
Mental Health Services	\$0.00	\$0.00
Licensed School Nursing Services	\$0.00	\$0.00
Teaching & Learning Shared Curriculum & Instruction Coordination Services	\$0.00	\$0.00
Teaching & Learning Customized Services	\$0.00	\$0.00
Instructional Coaching for Teachers	\$0.00	\$0.00
STARRS Online Academy	Yes	Yes
Translation/Interpretation	No	No
TOTAL	\$1,025,815.52	\$1,006,807.09

**SWWC SERVICE COOPERATIVE
MEMBERSHIP AGREEMENT
2024-25**

THIS AGREEMENT, is executed this 1st day of February, 2024, (the “Execution Date”) by and between SWWC Service Cooperative (hereinafter referred to as “SWWC”), and **Pipestone Area School District**, No. 2689, located at Pipestone, Minnesota (hereinafter referred to as the “Member”). The provisions contained herein, along with the addenda and attachments thereto, shall constitute the entire agreement and understanding between the parties.

RECITALS

- A. Pursuant to Minnesota Statute § 123A.21, SWWC was formed to perform planning on a regional basis and to assist in meeting the specific needs of clients in participating school districts, cities, counties, and other governmental agencies that could be better provided by a service cooperative than individually by the members themselves. Minnesota Statute § 123A.21 authorizes SWWC to provide those programs and services which are determined to be priority needs of the particular region pursuant to Minn. Stat. § 123A.21, subd. 7, and to assist in meeting special needs which may arise from the fundamental constraints of SWWC’s members.
- B. Membership in SWWC is not compulsory. Members may subscribe to SWWC programs and services available to all members by payment of a one-time membership fee. At its sole option the member may further subscribe to programs and services beyond those offered to all members (“Additional Services”). Individual members shall collectively share in the costs incurred in providing the Additional Services to which they subscribe.
- C. The parties hereto desire to establish a relationship in which SWWC will provide programs and services to the Member and in which the Member will remit payment for such programs and services specified herein.
- D. SWWC and the Member seek to assure a thorough understanding of the obligations assumed by each.

AGREEMENT

- 1. **Dues and Fees.**
 - a. **Membership Dues.** The SWWC Board of Directors has determined membership fees (“Annual Membership Dues”) as follows:
 - **Full Membership:** Open to public school districts, cities, counties, and other governmental agencies as defined in Minnesota Statute (M.S. 471.59) and are within the SWWC region. A **one-time fee of \$25** will be assessed.
 - **Associate Membership:** Open to (a) nonpublic schools, partnership agencies, or nonprofit organizations within the SWWC region, and to (b) schools – public and nonpublic, cities, counties, partnership agencies, nonprofit organizations, and other governmental agencies outside the SWWC region. A **one-time fee of \$50** will be assessed.
 - b. **Additional Services Fees.** The Additional Service addenda attached hereto reflect each Additional Service subscribed to by the Member. The cost of such Additional Services may be determined by apportioning the approximate cost of each program and service among the members participating in the Additional Service, or may alternatively be determined by a flat fee schedule (“Additional Services Fees”). The attached Additional Service addenda shall state the manner in which the cost of such Additional Service subscribed to shall be calculated during the Term of this Agreement.
- 2. **Payment.** Unless modified by any addenda attached hereto, all payments due SWWC by Member shall be paid on or before August 15.
- 3. **Calculation of Student Enrollment.** If the attached addenda state that the Additional Service Fees are to be assessed on a per student basis, the student enrollment numbers used shall be those identified by the Minnesota Automated Reporting Student System (MARSS) from the second prior fiscal year (22-23). The number of students calculated shall be those enrolled in pre-kindergarten through 12th grade education.
- 4. **Indemnification by Member.** The Member shall indemnify and hold SWWC harmless from any and all loss, damage, liability, cost or expense (including reasonable attorneys’ fees and expenses) which SWWC may incur or suffer as a result of any claim of any kind whatsoever arising out of:
 - a. any act or omission by Member or any of Member’s agents or employees which violates this Agreement;
 - b. any claim for breach of warranty based upon any warranty or representation given or purportedly given by Member, Member’s agents or employees which is different from or in addition to written warranties and representations given by SWWC, as amended by from time to time;

- c. third party claim for personal injury, damage, economic loss or other damage, caused by or arising out of the use, creation or production of any products proximately caused by or resulting from the negligence of Member, or the Member's agents or employees;
- d. any claim for breach of warranty based upon a defect caused by any act or omission by the Member, or the Member's employees or agents; or
- e. any claim or demand arising from the employment for engagement by Member of any person or entity.

5. **Term; Automatic Renewal.** Unless modified by addenda attached hereto, SWWC's obligations pursuant to this Agreement and any attached addenda shall commence on July 1, 2024 (the "Effective Date") and shall continue for a period of twelve (12) months (the "Initial Term"). This Agreement and all addenda attached hereto shall thereafter automatically and continuously renew from year to year (each, an "Extended Term") unless the Member delivers (a) written notice to SWWC of the Member's intent to withdraw from all SWWC services ("Notice of Intent to Withdraw"), or (b) written notice of the Member's intent to reduce its participation in any previously subscribed-to Additional Services ("Notice of Intent to Reduce Additional Services") by March 1 preceding the first day of the next Extended Term as set forth in Subsections 5(a) and 5(b) below (the "Notice Deadline").

- a. **Notice of Intent to Withdraw.** The Member may deliver to SWWC a written Notice of Intent to Withdraw from membership and all Additional Services by the Notice Deadline. If not delivered, this Agreement shall renew for the next Extended Term and the Member shall be obligated to pay all dues and fees for the next Extended Term. The Member acknowledges and agrees that failure to provide such Notice of Intent to Withdraw on or before the Notice Deadline shall cause the Term of this Membership Agreement and, notwithstanding the receipt of a timely Notice of Intent to Reduce Additional Services from the Member, the Term of all addenda attached hereto to automatically renew for the next Extended Term. The Member further acknowledges and agrees that the Member may not subscribe to any Additional Service unless membership in SWWC is maintained and continued for the full term of any Additional Service. The Member acknowledges and agrees that if the Member subscribes to any Additional Services that extend over a term of greater than twelve (12) months (referred to herein as an "Obligated Term"), the Member shall be prohibited from withdrawing from membership in SWWC or from such subscribed Additional Service until the Obligated Term of the Additional Service has expired.
- b. **Notice of Intent to Reduce Additional Services.** The Member may deliver to SWWC a written Notice of Intent to Reduce Additional Services by the Notice Deadline. If not so delivered, the Additional Services shall not be reduced, and the Member shall be obligated to pay all fees for subscribed Additional Services for the next Extended Term. Additionally, a timely Notice of Intent to Reduce Additional Services shall be effective only for those services expiring in the twelve (12) month period following the Notice Deadline and shall not have the effect of reducing the Term of any Additional Services to which the Member has subscribed; each Additional Service to which the Member has subscribed will not be subject to reduction or termination until the expiration date of the current Term of such Additional Service.

6. **Termination.** Notwithstanding any provision in this Agreement to the contrary, this Agreement may be terminated prior to the expiration of the Initial Term or any Extended Term pursuant to any of the following provisions:

- a. **Breach of Agreement.** Either party may terminate this Agreement by delivery of written notice to the other party if the other party breaches any of the terms and conditions of this Agreement; provided, however, if the breach is curable such notice shall not be effective unless and until such breach remains uncured for a period of thirty (30) days after delivery of such notice. If the breach is nonpayment by the Member of monies due to SWWC the cure period shall be ten (10) days, not thirty (30) days.
- b. **Effect of Termination.** Except as specifically set forth herein, no withdrawal or termination of this Agreement by the Member, whether before or after the Effective Date hereof, and whether voluntary or involuntary, shall relieve the Member of its obligation to pay the full amount due hereunder, including any amounts due pursuant to any attached addenda, nor shall such withdrawal or termination, whether before or after the Effective Date hereof, result in or entitle the Member to the return of any monies previously paid to SWWC for any services subscribed to whether or not such services have been provided or delivered. A breach of this Agreement by SWWC shall entitle the Member to reimbursement of a prorated share of any Additional Service that would remain unused if 1/12 of the service fee were used by SWWC during each month of each Term hereof.

7. **General Provisions.**

- a. **Notices.** Any notice required or permitted to be given under this Agreement shall be deemed to have been duly delivered: (i) when received if delivered by hand; (ii) the same day if delivered by facsimile sent no later than 4:00 pm (receiver's time) on a business day; (iii) the next business day if sent by facsimile on a non-business day

or after 4:00 pm (receiver's time) on a business day; (iv) one (1) business day after placement with a reputable overnight carrier for next morning delivery; or (v) four (4) business days after depositing if placed in the U.S. mails for delivery by registered or certified mail, return receipt requested, postage prepaid and addressed to the appropriate party at the address set forth on the first page of this Agreement. If either party changes its address or facsimile number, such party shall give written notice to the other party of such different address or facsimile number in the manner set forth above.

- b. **Amendment.** The express terms of this Agreement, including all addenda hereto, shall control and supersede any course of performance and/or customary practice inconsistent with such terms. Any agreement between the parties hereafter made shall not change or modify this Agreement unless in writing and signed by the party against whom enforcement of such change or modification is sought.
- c. **Entire Agreement.** This Agreement, together with any addenda referenced herein, constitutes the entire Agreement between the parties and supersedes any and all prior and contemporaneous oral or written understandings between the parties relating to the subject matter hereof.
- d. **Modification and Waiver.** No purported amendment, modification or waiver of any provision hereof shall be binding unless set forth in a writing signed by both parties (in the case of amendments and modifications) or by the party to be charged thereby (in the case of waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof.
- e. **Assignment.** The Member shall not assign, transfer or sell all or any part of its rights or obligations hereunder, by operation of law or otherwise, without the prior written consent of SWWC.
- f. **Severability and Interpretation.** In the event that a provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions shall nonetheless be enforced in accordance with their terms. Further, in the event that any provision is held to be overbroad as written, such provision shall be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and shall be enforced as amended.
- g. **LIMITATION OF REMEDY.** SWWC SHALL HAVE NO LIABILITY TO ANY PERSON FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE.

IN WITNESS WHEREOF, the parties have executed this Agreement in the manner appropriate to each to be effective the day and year entered on the first page hereof.

By signing below, the parties agree to be bound by the terms and conditions set out in the membership agreement, along with the addenda, which are effective on the date of the last signature (the "Effective Date"). The parties consent and agree that this Agreement may be electronically signed. The parties agree the electronic signatures appearing on this Agreement are the same as hand-written signatures for purposes of validity, enforceability, and admissibility.

SC MEMBER

BY: Dr. Klint W. Willert
Dr. Klint W. Willert (Jun 5, 2024 16:17 CDT)
Authorized Signature

SWWC SERVICE COOPERATIVE

BY: Legan Dillund
Authorized Signature

ADDENDUM A
TO MEMBERSHIP AGREEMENT
ENVIRONMENTAL/OCCUPATIONAL HEALTH & SAFETY MANAGEMENT PROGRAM
2024-25

Pipestone Area School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. SWWC is engaged in providing consultation and coordination of services related to the management of environmental health and safety concerns for Members.
2. SWWC agrees to facilitate an Environmental/Occupational Health and Safety Management Program, referred to herein as "E/OHSMP". Said program will be provided by IEA, Inc., 9201 W. Broadway #600, Brooklyn Park, MN 55445.
3. **Included General Services.** The E/OHSMP "General Services" provided by SWWC through IEA can be found at the following website: www.swwc.org/EOHS.
4. **Rate per visit; Annual Fee.** The Member agrees to pay annually a fee equal to the rate per visit (\$783.00) multiplied by the number of visits required by the Member in the most recent fiscal year ("Annual Fee").

The Annual Fee for 2024-25 will be:

\$10,179.00

5. **Term; Payment.** Notwithstanding any provision in the Membership Agreement to the contrary, E/OHSMP General and No-cost Services will be provided to and paid for by the Member for a Term of one year (1 year), commencing as of the Effective Date of the Membership Agreement. The Annual Fee due hereunder shall be payable in three installments on or before July 30, October 15, and February 15 of each fiscal year. This agreement may be terminated for proper cause by either party for any reason upon ninety (90) days written notice to the other party.
6. **Hold Harmless.** That Member recognizes that IEA is solely responsible for the performance of the E/OHSMP. It recognizes that SWWC merely acts as a financial intermediary and has no voice in, and does not exercise control over the manner in which IEA performs its services. Therefore, to the fullest extent permitted by law, the Member agrees to hold harmless SWWC, as well as IEA agents and employees, from and against all claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees arising out of or resulting from the performance of IEA's services and to look solely to IEA for redress.
7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM B
TO MEMBERSHIP AGREEMENT
HEALTH AND SAFETY MANAGEMENT ASSISTANCE SERVICES
2024-25

Pipestone Area School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. **Subscription.** SWWC is engaged in providing consultation and coordination of Health and Safety Management Assistance Services related to the management of environmental health and safety concerns for Members; and the Member hereby subscribes to such services. These services are subject to change and may include:
 - Assisting the Member in identifying and prioritizing health and safety plans and programs.
 - Conducting on-site management assistance work during a minimum of one site visit to the Member site per fiscal year if total square footage is less than 140,000; or a minimum of two site visits to the Member site per fiscal year if the total square footage is greater than or equal to 140,000.
 - Working with the Minnesota Department of Education and other Service Cooperatives in the development of future health and safety workshops, meetings, etc.
 - Directing communication with Minnesota Department of Education.
 - Interpreting mandatory requirements from the Minnesota Department of Education.
 - Assisting in the completion of mandatory reports.
 - Providing personalized service such as summarizing communications (mass emails, etc.) to the Member, drawing attention to what it needs to attend or complete.
 - Assisting in determinations of what is allowable under Long-Term Facility Maintenance (LTFM) funding.
 - Assisting in the coding of LTFM expenditures.
 - Providing interpretations of regulatory agencies.
 - Conducting a mock OSHA building walk through.
 - Assisting in “Machine Guarding”.
2. **Annual Fee.** In consideration for the services described at Section 1 to this Addendum, the Member agrees to pay to SWWC an “Annual Fee” to be calculated as follows:

$$296,434 \text{ square feet} \times \$.001/\text{square foot} = \underline{\$2,964.34}$$

The Annual Fee shall be payable in one installment in accordance with the provisions of the Membership Agreement.

3. **Type III Vehicle Training – Additional Cost.** At the Member’s election, SWWC also facilitates an on-line Type III vehicle training course. This additional service is offered to the Member at an additional cost, calculated on a per driver basis. Additional information for this service can be found at www.swwc.org/TypeIII.
4. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM C
TO MEMBERSHIP AGREEMENT
DRUG & ALCOHOL SERVICES
2024-25

Pipestone Area School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. **Purpose and Intent.** The purpose and intent of this Addendum define the administrative responsibilities in a Drug and Alcohol Management Program (the “Services”) to be offered by SWWC to the Member. The Services will be provided by Lakes Country Service Cooperative.
2. **Program Description.** The Member desires to obtain the services of a Consortium/Third Party Administrator (C/TPA) and agrees to pay for the following:
 - 2.1 Computer generated random selection. The pool follows the random testing rates as required by Federal Motor Carrier Safety Administration.
 - 2.2 Laboratory (SAMHSA) testing
 - 2.3 All testing supplies
 - 2.4 Overnight courier service
 - 2.5 Confidential information management
 - 2.6 DOT required statistical reports
 - 2.7 Medical Review Officer (MRO) services
 - 2.8 Blind sample compliance

3. **Program Description Fees:**

Program Access: Program Membership fee is **\$250.00** per District per Year.

Lab analysis per Drug test:

****Drug by urine testing – At cost; district will be direct billed from Lakes Country Service Cooperative**

***Testing Fees only apply to those individuals randomly selected from our statewide pool. Random selections are completed four times per year.*

4. **Enrollment; Payment.** The Member shall submit an enrollment form to SWWC for each driver. Program Membership Fee will be invoiced annually by Lakes County Service Cooperative. Fees for all other services and programs discussed herein will be invoiced following completion of services, and shall be payable as identified on the invoice.
5. **Member Responsibilities.** The Member shall be responsible for the following:
 - a. Completing the entire Enrollment Form initially, and providing updates (i.e. driver additions/deletions), and submitting such reports in a timely manner to SWWC.
 - b. Providing an employee that is the Designated Employer Representative (DER) for the Member.
 - c. If collection is conducted on-site by a mobile collector, providing a private location that meets requirements.

6. **Use of SWWC’s mobile collector Fees:**

*Alcohol Testing:

At cost; district will be direct billed from provider

*Drug Testing:

At cost; district will be direct billed from provider

Note: These costs are in addition to those described above in #3 Program Description Fees.

**Mobile Collections fees will be a direct bill from the mobile collections provider. If a member wishes to use a certified local center, please contact Kayla Speidel at 507-537-2275 or kayla.speidel@swwc.org to complete required setup.*

7. **Hold Harmless.** The Member recognizes that Lakes Country Service Cooperative (LCSC) is solely responsible for the performance of the Services. The Member further recognizes that SWWC merely acts as a financial intermediary and has no authority, and does not exercise control, over the manner in which LCSC performs its services. Therefore, to the fullest extent permitted by law, the Member agrees to: (i) hold SWWC, as well as LCSC agents and employees, harmless from and against all claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees arising out of or resulting from the performance of LCSC's services; and (ii) to look solely to LCSC for redress.
8. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM D
TO MEMBERSHIP AGREEMENT
REGIONAL MANAGEMENT INFORMATION CENTER (“RMIC”)
2024-25
Pipestone Area School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member hereby subscribes to the Regional Management Information Center Services (“RMIC Services”) pursuant to the terms of the Membership Agreement and this Addendum. The RMIC Services to be provided by SWWC may include finance, payroll, and student administrative support services as outlined below.

2. **Business/SMART SYSTEMS Services; Fees.**

- a. **Fixed Operations, License & Workshop.** Fixed Operations, License & Workshop includes the overall fixed operations costs, SMART SYSTEMS software licenses, subscription and SMART SYSTEMS Trainings. New employee SMART SYSTEMS training will be provided virtually or at the SWWC Office.
- b. **Software Support/Development Assessment.** Members using SMART SYSTEMS software cooperatively finance the needed support to insure reliable software and to provide required and requested enhancements. Software Support/Development Assistance includes all software releases and upgrades for SMART SYSTEMS.
- c. **SMART SYSTEMS Support & Business Services.** The SMART SYSTEMS Support & Business Services offsets the cost of staff time used to support the SMART SYSTEMS software and Business Services, and includes overall SMART SYSTEMS, UFARS, and payroll assistance (email and phone support, UFARS edits, submissions, account code conversions, payroll adjustments, reporting for retirement, quarterly reports, STAR Reporting, W-2 processing, fiscal year-end (“FYE”) reporting, etc.). This fee is calculated by multiplying the rate set by the SWWC Board of Directors by the Member’s student enrollment.
- d. **Additional Charges.** The following non-exclusive list of additional charges may be billed separately to the Member:
 - i. Emergency services, training, and additional accounting and payroll/HR services not covered in basic fee will be charged at \$90.00 per hour (billed in one-half hour increments) when provided at the Member’s district office, plus the IRS mileage rate; or will be charged \$75.00 per hour (billed in one-half hour increments) when provided at the RMIC Office.
 - ii. Small Group Training – \$125.00/half day and \$210.00/full day.
 - iii. ACA Electronic Filing will be billed at \$275.00 for Original 1094/1095 B & C Forms and \$275.00 each for Amended 1094/1095 B & C Forms.
 - iv. Time Tracker: Fixed fee \$550 per district plus \$11/employee and \$7/sub if under 100 licenses, \$8/employee and \$5/sub if over 100 licenses.
- e. **Business/SMART SYSTEMS Services Worksheet:** If applicable, the Member’s Business/SMART Systems service fees shall be calculated as set forth below.

i.	FIXED OPERATIONS, LICENSE & WORKSHOP FEE:	<u>\$3,800.00</u>
ii.	SOFTWARE SUPPORT/DEVELOPMENT ASSESSMENT:	
	<u>1,105 @ \$9.50</u> per student =	<u>\$10,497.50</u>
iii.	SMART SYSTEMS SUPPORT & SERVICES FEE:	
	<u>1,105 @ \$4.20</u> per student =	<u>\$4,641.00</u>

3. **Business UFARS Support Services without access to SMART Systems; Fees.**

- a. The Finance UFARS Support & Business Services offsets the cost of staff time used to provide support and includes overall UFARS and general finance assistance (email support, phone support, fiscal year-end (“FYE”))

workshop and materials. This fee is calculated by multiplying the rate set by the SWWC Board of Directors by the Member's student enrollment.

- b. **Business Services Worksheet:** If applicable, the fees shall be calculated as set forth below.

- i. FINANCE UFARS SUPPORT WITHOUT ACCESS TO SMART SYSTEM

1,105 @ \$0.00 per student = \$0.00

4. **MARSS/Other Revenue Reporting Services; Fees.**

- a. **Fixed Operations, Training & Workshop.** Fixed Operations, Training & Workshop covers the overall fixed operations costs and membership and includes attendance at MARSS Trainings.
- b. **MARSS/Other Revenue Reporting and Services.** MARSS/Other Revenue Reporting and Service offsets the cost of staff time used to support the Member with multiple submissions of FYE (June 30) and Fall semester MARSS data (phone support, codes and procedures, MARSS edits, submissions, etc.), and includes training and support of the MARSS Web Edit Program which is used at the district level for editing and reporting of local MARSS data.
- c. **Additional Charges.** The following non-exclusive list of additional charges may be billed separately to the Member:

- i. Paper and postage will be billed at cost.
- ii. MARSS training and emergency services not covered in basic fee will be charged or \$90.00 per hour (billed in one-half hour increments) when provided at the Member's district office, plus the IRS mileage rate; or will be charged \$75.00 per hour (billed in one-half hour increments) when provided at the RMIC Office.
- iii. Small Group Training - \$125.00/half day and \$210.00/full day.

- d. **MARSS/Other Revenue Reporting Worksheet.** If applicable, the Member's MARSS/Other Revenue Reporting service fees shall be calculated as set forth below.

- i. FIXED OPERATIONS, LICENSE & WORKSHOP FEE: \$1,500.00

- ii. MARSS/OTHER REVENUE REPORTING SUPPORT & SERVICE FEE:

1,105 @ \$0.80 per student = \$884.00

5. **Extended Services; Fees.** In addition to the aforementioned services, the Member has chosen to subscribe, and SWWC agrees to perform those extended business services as per negotiated agreement (RMIC Exhibit A) with the Director of Business Services. The fees for such Extended Services may change from year to year at the discretion of the SWWC Board of Directors. The provision of the Extended Services shall thereafter automatically and continuously renew from year to year (each, an "Extended Term") unless the Member provides SWWC with written notice of its intent to discontinue its subscription to Extended Services on or before March 1 (the "Direct Service Withdrawal Deadline"). If such Notice of Withdrawal from Service is timely executed and delivered to SWWC, such Notice will be effective as of June 30 of the fiscal year in which it was delivered. If not timely delivered, the Member agrees and acknowledges that it shall be obligated to pay all fees for previously subscribed-to Services for the next Extended Term. During the Initial Term of the Membership Agreement, the total fee for the Extended Services shall be:

0 @ \$475 per day = \$0.00

6. **Annual Fee; Payment.** In consideration for SWWC's RMIC Services as set forth in this Addendum D, the Member agrees to pay an annual fee to SWWC in the amount outlined below. Notwithstanding and provision in the Membership Agreement to the contrary, the Annual Fee (excluding Extended Services) due pursuant to this Addendum shall be payable in three installments during each Term, with one installment becoming due and payable on or before each of the following dates: July 30, October 15, and February 15. Extended Services shall be paid in monthly installments.

The total cost of RMIC Services for July 1, 2024 through June 30, 2025 is as follows:

Business/SMART SYSTEMS Services (3 installments)	\$18,938.50
Business UFARS Support Services w/out access to SMART Systems (3 installments) . . .	\$0.00
MARSS/Other Revenue Reporting Services (3 installments)	\$2,384.00
Extended Services Subscription (12 installments)	\$0.00
<u>TOTAL CONTRACTED RMIC SERVICES.</u>	<u>\$21,322.50</u>

- 7. **Term; Automatic Renewal; Timeline for Withdrawal from RMIC Services.** Notwithstanding any provisions in the Membership Agreement to the contrary, the parties’ obligations pursuant to this Addendum shall commence on the Effective Date set forth in the Membership Agreement and shall continue for a period of twelve (12) months.
- 8. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM E
TO MEMBERSHIP AGREEMENT
TECHNOLOGY SERVICES
2024-25

Pipestone Area School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. **Description of Services.** SWWC is engaged in providing certain technology services listed below to its members at the rates listed below.

a. **Technology Services for Members with NO CONTRACT.**

Non-Contracting Entity:	Technology Service:	\$94.50/Hour
	After Hours Support:	\$117.00/Hour
	On-site Training Fee:	\$190.00/Hour
	Cybersecurity Services:	\$288.00/Hour

Note: Round Trip Mileage will be charged at the current IRS rate.

Round Trip Windshield Time will be assessed at the daily rate.

After-hours support shall be any support provided outside of normal support hours (7:00 a.m. to 5:00 p.m. Monday through Friday) or on an SWWC observed holiday.

Participant capacity for on-site training may be restricted depending on the type of training being provided. Capacity will be determined when training is scheduled.

b. **Basic Technology Services.**

- i. A Member subscribing to SWWC's Basic Technology Services shall be entitled to:

1. Access to SWWC's basic technology services for any employee of the Member.
2. Access to SWWC technology support and integration at discounted rates (discounted rate is dependent on the Member's contract level), including:
 - Phone support and assessment (additional charges for extended remote support (more than 10 combined minutes per incident) or remote access and site visit support)
 - Development of purchasing specifications for equipment and software
 - Discount pricing for Technology Days as defined below:
 - Discounted admission to technology workshops and presentations
 - Discounted admission rates for SWWC technology conferences
 - Free or discounted fees for SWWC sponsored training sessions
3. Discounted pricing (2% or higher discount) on SWWC Technology Coordinated Consortium Purchase Programs.
4. Complimentary enrollment and participation in SWWC's BrightBytes Clarity or Modern Learning offering technology evaluation and assessment toolset. Additional fees may apply for professional development, individualized analysis and trainings that may compliment the Clarity tools.

ii. **Basic Technology Service Fee.**

Enrollment less than 501	\$985.00	Enrollment Over 3,000	\$3,230.00
Enrollment 501 to 1,000	\$1,815.00	CCOGA less than 26 employees	\$260.00
Enrollment 1,001 to 2,000	\$2,290.00	CCOGA with 26 or more employees	\$420.00
Enrollment 2,001 to 3,000	\$2,970.00		

- c. **Supplemental Technology Support and Integration Services.** The Member may add the following Supplemental Technology Support and Integration Services to its Technology subscription. Such services will entitle the Member to on-site or remote support of network equipment and software (including installations and updates), as well as general assistance to the Member's current technology leadership and team. The Member will incur additional costs for each service listed below; the additional cost will be billed according to the Member's Technology Service Rate.

i. **Supplemental Technology Support and Integration Services (On-Call Services) Fees.**

1. A Member subscribing to SWWC's Basic Technology Services will further be entitled to receipt of on-call services at the following rates:

Technology Service:	\$85.00/Hour
On-site Training Fee:	\$140.00/Hour
Cybersecurity Services:	\$190.50/Hour
After Hours Support:	Billed at normal hourly rate
 2. The following additional charges or restrictions may apply:
 - Round Trip Mileage will be charged at the current IRS rate;
 - After Hours Support shall be billed at the Member's normal hourly rate;
 - Round Trip Windshield Time will be assessed at the daily rate;
 - Participant capacity for on-site training may be restricted depending on type of training being provided; capacity will be determined when training is scheduled.
- ii. **Supplemental Technology Support and Integration Services "Block Hours".** A district or entity may purchase block hours at discounted pricing to be utilized on a monthly basis. Block Hours must be used each month and may be carried over one subsequent month. If Block Hours are not used within the following month, they will be forfeited without refund. The following costs, restrictions and stipulations apply to the Member's purchase of Block Hours:
1. A Basic Technology Services Contract is required in order to receive this pricing.
 2. Additional Onsite Trainings will be charged at the rate of \$140.00/hour.
 3. Additional Technology Service Hours will be charged at the rate of \$85.00/hour.
 4. Block Hour Service Fees:
 - 1 day per month block

○ 12 Month Tech Support or Integration Option	\$7,824 / year
○ 9 Month Tech Integration Option	\$6,120 / year
 - 2 days per month block

○ 12 Month Tech Support or Integration Option	\$14,928 / year
○ 9 Month Tech Integration Option	\$11,790 / year
 5. Round Trip Mileage will be charged at the current IRS rate.
 6. 9 Month options are for Technology Integration services only and days must be scheduled between September 1 and May 31 of the contract year.
- d. **Technology Coordination or Integration Services.** A district or entity may contract with SWWC for Technology Coordination and Integration Services at dramatically reduced rates from the on-call Technology Services. The days reflected in this contract shall be scheduled upon contract execution or July 1 of the contract year, whichever is later. Contracted days do not count as on-call days. The days contracted must be scheduled for usage on a regular basis. On-call visits or remote support will be billed out at the normal Contracting Entity On-Call Technology Service rate in addition to the actual contract amount, as needed. On contracts of (3) days per week or more, Members may elect to stack technology coordination and integration services into a single contract. Scheduling of substituted days must be arranged prior upon the establishment of the contract term and substitution must occur in a consistent format to accommodate staffing.
- i. Onsite Training will be charged at the rate of \$140.00/hour.
 - ii. Additional technology service hours will be charged at the daily rate that corresponds with the selected contract level.
 - iii. **Technology Coordinator and Integration Services Fees.** *This service is inclusive of Basic Technology Services; Basic Technology Service Subscription Fee Waived. (Daily rates are provided for comparison purposes only; actual monthly billing will be 1/12th of annual contract.)*

12-Month Contract Rates

• 1 Day per week	\$612.00/day = \$31,824 annual contract
• 2 Days per week	\$572.00/day = \$59,488 annual contract
• 3 Days per week	\$532.00/day = \$82,992 annual contract
• 4 Days per week	\$512.00/day = \$106,496 annual contract

9-Month Contract Rates

• 1 Day per week	\$648.00/day = \$25,920 annual contract
• 2 Days per week	\$613.00/day = \$49,040 annual contract

- 3 Days per week \$577.00/day = \$69,240 annual contract
- 4 Days per week \$542.00/day = \$86,720 annual contract

Note: These rates include Round Trip mileage from SWWC to Technology Office Location at district. Mileage charges apply at the IRS rate for additional travel performed on district business.

e. Full-Time Technology Coordinator Services.

- i. Full-time Technology Coordination Services will place a full-time equivalency of SWWC technology service employees in a district or entity on a full-time basis. Holidays, sick and annual leave time, and professional development will be observed by the Member as a part of this agreement. Substitute Technology staff members may be provided at the discretion of the Member and SWWC. Entities entering into a full-time agreement for the first time must commit to a 3-year agreement as the initial term; the 3-year commitment discount will be applied during this initial term.
- ii. The rate listed below includes Round Trip Mileage from SWWC to Technology Office Location at the District. Mileage charges apply at the IRS rate for additional travel performed on district business.
- iii. The Member shall remain responsible for data retention and backups on days that the SWWC Employee is not on-site.

iv. Services Fees.

1. The “Base Fee” for Full-Time Technology Coordinator or Integration Services shall be:

\$113,880.00 per year

2. On-site training days may be purchased at \$140.00 per hour. Participant capacity for on-site training may be restricted depending on the type of training being provided. Capacity will be determined when training is scheduled.
3. **3-year Full Time Technology Coordinator Service Commitment Discount.** Members that enter into a three 3-year commitment for Full-time Technology Coordination will receive a 3% discount on such services for each of the three (3) years.
4. Full-Time contracts may be split between two neighboring Members or entities. A splitting fee will be assessed to each contracting entity when sharing a full-time contract. Contract splitting fees cover travel and administrative expenses associated with covering multiple Member. Split Contracts may not exceed a total of 5 days per week; additional days added to a full-time contract are subject to the rates associated with the additional service level.

Full Time Contract Splitting Fees: *80/20 Split Contract:* \$1,005.00 per entity

60/40 Split Contract: \$2,010.00 per entity

5. Full-Time contracts may be split between Technology Coordination/Support and Tech Integration. A splitting fee will be assessed to the Member when splitting between Technology Coordination/Support and Tech Integration.

Full Time Contract Splitting Fees: *80/20 Split Contract:* \$1,600.00 per entity

60/40 Split Contract: \$3,200.00 per entity

6. Additional Day Fees, for contracts totaling more than 5 days per week (fee will be divided based on contract assignment for contracts split among two districts): each additional day: \$1,240.00.

f. Comprehensive Cyber Security

i. Description of Services (the “Services”).

1. The core purposes of the Services are to: (1) mitigate cyber threats, (2) coordination of cyber incident response, when necessary, (3) assist the Member Agency’s technology department’s in protecting the Member’s digital resources, and (4) providing guidance and assistance in cybersecurity to the Member.
2. SC will perform annual security assessments and SC will use the annual security assessments to provide the Services. The annual security assessment will identify components in the Member’s organization that needs to be addressed to optimize security.
3. In the 1st year of the Term (as that is defined in this Agreement), SC shall perform the following:
 - Service entry SC L1 security assessment for the Member within the first 3 months of the Effective Date.

- A SC L2 security assessment between 6 months and 1 year following the initial SC L1 security assessment.
 - A minimum of 2 scans of the Member's internal and external networks will be performed to assess network nodes for potential vulnerabilities that will need to be addressed by the Member and any issues/vulnerabilities noted are not included in the Services and shall be the sole responsibility of the Member to address and/or fix.
 - Firewall configuration security review.
 - Cybersecurity procedural review.
 - Development of baseline cybersecurity policy and procedure templates and guidance in implementing policies at Member district.
4. In years 2 through 5 of the Term, SC shall perform the following:
- 1 SC L3 security assessment.
 - Quarterly scans of the Member's internal and external networks to assess network nodes for potential vulnerabilities that will need to be addressed by the Member and any issues/vulnerabilities noted are not included in the Services and shall be the sole responsibility of the Member to address and/or fix.
 - Firewall configuration security review.
 - Procedural reviews to analyze current practices that may impact cybersecurity mitigation.
 - Development of cybersecurity policy and procedure templates.
 - Development and assistance in implementation of information security templates.
 - Monitoring and coordinating with Member technology department/teams to ensure the proper application of key operating system application, and system patching.
 - Development and monitoring of system lifecycles to ensure Member is eliminating the use of products and systems deemed to be obsolete.
 - Development of model policies that can be implemented by Member.
 - Develop and assist Member in implementation of a "Zero Trust" security architecture. The "Zero Trust" security architecture policies and procedures will be based on the premises that no individual or device, whether internal or external, should be trusted. The "Zero Trust" security architecture will be based on role-based permissions (defined based on network access role-based permissions) and the least amount of access possible that is necessary to complete an individual's job functions to ensure the appropriate access level.
 - Development of security continuity plan templates for Member to customize and implement.
 - Inventory management processes that include: assessment or guidance on the processes and policies for the effective implementation of physical inventory practices and development of templates and assistance in implementing equipment lifecycle management systems.
 - Development of templates and assistance in implementation of data lifecycle management procedures that include: data inventory and mapping, security clearances, data transmission and flow, and review of data destruction processes.
 - Threat monitoring and logging that includes: automatic vulnerability scanning when threats relevant to Member's environment are identified and utilize the Department of Homeland Security and Multistate-I Information Sharing and Analysis Center (MS-ISAC) resources for monitoring and resources.
 - Cyber incident response assistance that includes coordination or response efforts should a cybersecurity event occur and includes the following: providing initial analysis and threat assessment of Member's situation and aid in coordinating an effective and organized response to mitigate further exposure as a result of the incident. SC's response assistance does not replace the cyber forensics response or investigation that may be required by a cyber-liability insurer.
 - Development and assistance in implementing backup and disaster recovery practices that provide effective mitigation practices for cyber events.

- Research, development, and evaluation of services to ensure Member's is on the forefront of cybersecurity.
- Additional services may be added to this Agreement and added services may require added fees. Any additional services must be agreed to in a writing signed by both Parties.

5. **Term.** The term ("the Term") of this Agreement shall be from the Effective Date until June 30, 2029.

6. **Services Fees.** The full annual rate will be calculated annually based on the enrollment utilized in all SWWC contracts based on prior year enrollments reported to the Department of Education. All base and per-student fees used to calculate the annual rate for the Term shall remain the same for the full Term unless any additional services are added pursuant to this Agreement. There may be up to 3 discounts that apply to the annual rate. The 3 stackable discounts are whether the Member is a SC member (\$2,571 off the base rate and \$.25 off per student), a SC technology subscriber (\$1,190 off the base rate and \$0.40 off per student), a user of SC technology services of at least 1 day per week (\$2,375 off the base rate and \$0.80 off per student), and a member of the SWWC Wide Area Network Consortium (\$800 off the base rate and \$.60 off per student). Applied discounts to the annual rate shall be applied annually based on Member's membership and subscribed service participation in each applicable fiscal year. Should SC lower its base or per-student pricing for this service in any of the 5 years of the contractual term, the Member shall receive the service at the lower annual rate.

Comprehensive Cybersecurity Service contract rates for 5-year contracts established on July 1, 2024 and ending on June 30, 2029.

	Base Rate	Per Student
Non-Member	\$10,306.00	\$14.05
SWWC Member	\$7,735.00	\$13.80
SWWC Technology Subscriber	\$6,545.00	\$13.40
SWWC Technology Services Snap-in	\$4,170.00	\$12.60

A detailed multi-year Comprehensive Cybersecurity Service Contract will provided to the District for review and acceptance upon indicating that the District desires to enter into a contractual relationship for the stated services.

g. **E-Rate Coordination Services.**

- The Member may additionally subscribe to SWWC's E-Rate Coordination Services. Such services include the coordination and filing of E-Rate applications and forms to the Federal Communications Commission ("FCC") and the Universal Service Administrative Company's ("USAC") School and Libraries Division ("SLD"). SWWC's E-Rate staff will work with the Member's staff to collect all data necessary to perform the filings.
- Special Term.** Notwithstanding any provisions in this Addendum or the Membership Agreement to the contrary, the term of any E-Rate Coordination Services subscription shall be equal to one Funding Year (as defined by the FCC and the Universal Service Administration Company). Participation in E-Rate services requires the School's commitment to a 5-year term aligned to the FCC E-Rate program's 5-year Category 2 Budget Cycle. The Current 5-year budget cycle covers E-Rate Fund Year 2021 (Fiscal Year 2022) through Fund year 2025 (Fiscal Year 2026). A contract signed for E-Rate Services covering Fiscal Year 2024-2025 will cover the work required to manage E-Rate Fund Year 2025. A Member that entered into a 5-year E-Rate services term in the Fiscal Year 2022-2023 contract cycle for Fund Year 2021-2025, are entitled to contract continuation rates defined below. A Member that is entering into the Fund Year 2021-2025 Budget Cycle for E-Rate services for the first time in their Fiscal Year 2024-2025 contract are required to pay the New Contract Rates in Fiscal Year 2024-25 and will then qualify for Continuation Rates in subsequent years of the Category 2 Budget Cycle.

iii. **Services Fees.**

- Continuation Rates – Standard Rate E-Rate Coordination for Member District with a Fund Year 2021-2025 contract in place during 2023-24:

Enrollment less than 301	\$1,150 annual contract
Enrollment 301 to 700	\$1,950 annual contract
Enrollment 701 to 2,000	\$2,850 annual contract
Enrollment 2,001 to 4,500	\$3,650 annual contract
Enrollment over 4,501	Custom Member Pricing

- New Contract Rates – Standard Rate E-Rate Coordination for Member District with a Fund Year 2021-2025 contract in place during 2024-25:

Enrollment less than 301	\$5,750 annual contract
Enrollment 301 to 700	\$9,750 annual contract

Enrollment 701 to 2,000	\$14,250 annual contract
Enrollment over 2,001	\$18,250 annual contract

3. Non-Member Continuation Rates – Standard Rate E-Rate Coordination for Non-Member District with a Fund Year 2021-2025 contract in place during 2023-24:

Enrollment less than 301	\$1,610 annual contract
Enrollment 301 to 700	\$2,730 annual contract
Enrollment 701 to 2,000	\$3,990 annual contract
Enrollment 2,001 to 4,500	\$5,110 annual contract
Enrollment 4,501 to 7,000	\$7,840 annual contract
Enrollment 7,001 to 10,000	\$10,640 annual contract
Enrollment 10,001 to 15,000	\$15,050 annual contract
Enrollment 15,001 to 25,000	\$20,720 annual contract
Enrollment over 25,001	Custom Pricing

4. Non-Member New Contract Rates – Standard Rate E-Rate Coordination for Non-Member District with a Fund Year 2021-2025 contract in place during 2024-25:

Enrollment less than 301	\$8,050 annual contract
Enrollment 301 to 700	\$13,650 annual contract
Enrollment 701 to 2,000	\$19,950 annual contract
Enrollment 2,001 to 4,500	\$25,550 annual contract
Enrollment 4,501 to 7,000	\$39,200 annual contract
Enrollment 7,001 to 10,000	\$53,200 annual contract
Enrollment 10,001 to 15,000	\$75,250 annual contract
Enrollment 15,001 to 25,000	\$103,600 annual contract
Enrollment over 25,001	Custom Pricing

5. Holders of full-time, non-shared Technology Coordination contracts shall receive a \$500.00 annual discount on E-Rate Coordination Services and RFP preparation services shall be provided under the terms of the Full-Time Technology Coordination Contract.
6. Contract includes assistance in the research, development, evaluation assistance, and other activities pertaining to requests for proposals (RFP) and appeals, when necessary.
- iv. **Current Funding Year.** This Addendum covers all activities pertaining to the E-Rate Funding Year 2025, starting July 1, 2025, through June 30, 2026. The application process will begin in the fall of 2024. Activities pertaining to previous and future funding years falling within the term date of this contract will require a separate contract for the corresponding funding year.
- v. Letters of Agency and other contractual documents for E-Rate specific purposes will contain additional regulatory and program rule conditions and contractual language to which SWWC and the Member shall mutually agree.
- vi. **SC Duties.** SWWC's duties with regard to E-Rate Coordination Services include:
1. Track and assist in the submission all E-Rate related forms for the Member.
 2. Meet with appropriate Member personnel to determine proper submission process and eligibilities for district.
 3. Assure all applications and forms submission meet processing standards and submission deadlines.
 4. Assist in assuring that the Member meets requirements for E-Rate eligibility including but not limited to the Children's Internet Protection Act ("CIPA") and records retention.
 5. Assist the Member in maintaining duplicate records on behalf of district for up to 10 years as required by the SLD. Member is ultimately responsible for maintaining archived records of all E-Rate related communications for 5 years following the end of any contract receiving E-Rate funding.
 6. Coordinate with service providers for the appropriate application of E-Rate discounts.
- vii. SWWC does not guarantee that applications submitted by its staff or clients will necessarily result in funding commitments given the ever-changing rules and their interpretations by the staff of the FCC's Schools and Libraries Division ("SLD"). SWWC shall not be held responsible in the incident that a funding request is not successful or goes under Privacy Impact Assessment review or audit with the SLD or FCC.

- viii. **IMPORTANT:** *E-Rate coordination services do not relinquish the responsibility from the Member to adhere to the program rules and laws placed on the E-Rate program by USAC, the FCC or any other governing agency. SWWC shall under no circumstance be legally or financially responsible for requested or committed funding that is denied or rescinded by USAC or the FCC. The Member is solely responsible for ensuring that all local bid and contract requirements are met by their district when establishing agreements with vendors for E-Rate funded services.*

h. **Student Data Privacy Program.**

i. Definitions.

1. Technology Provider - established in Minnesota Statute 13.32.subd.1.g. and defines a provider of systems or solutions utilized in a school district as a part of a one-to-one deployment or otherwise that create, receive or maintain education data. Technology providers can be in the form of hardware, software, apps, extensions, plugins, websites, and other solutions that may result in the creation, processing, or maintenance of education data.
2. Approved Technology Provider – A Technology Provider that has been vetted and determined to be in compliance with the statutory requirements of the Minnesota Student Data Privacy Law as defined within Minnesota Statute 13.32.

ii. A Member subscribing to SWWC’s Student Data Privacy Program shall be entitled to the following.

1. SWWC shall provide to the Member access to the SWWC Data Privacy Program. The Program will provide the Member with several services and functions that will include the assembly of a “Technology Provider” inventory. The listing included in this agreement may not be comprehensive as the Program continues to develop and mature.
2. The Program shall provide a service, that when appropriately implemented by the Member, will provide solutions allowing the Member to develop the materials necessary to provide parents and students with annual notifications of Technology Providers in use within the Member school system.
3. SWWC shall provide through its Clearinghouse approval statuses of Member Technology Providers that are discovered both through automated and manual processes.
4. The Member understands that the status of Technology Providers in the Clearinghouse is determined by assessing the provider against requirements of Minnesota State Law, and the Clearinghouse determined status of products applies universally to all school districts participating in the SWWC Data Privacy Program. SWWC shall hold a contract with on behalf of T to fulfill the contractual obligations of this agreement. The cost of the 3rd party service is covered by the costs associated with this agreement.
 - The Member shall be provided with access to automated “Technology Provider” discovery tools provided by a 3rd party service provider
 - The Member will have access to a Technology Provider Inventory of approved Technology Providers that have been identified as being in use in their schools.
 - SWWC will provide Member with the ability to view lists of those Technology Providers found to be in use in their schools that are not currently approved.
5. Data Privacy Agreements will be obtained from Technology Providers for the SWWC Data Privacy Program. Upon finalization of Data Privacy Agreements with Technology Providers, a fully executed copy of the agreement will be made available through the Clearinghouse and attached to the records available through to the Member and through their Technology Provider Inventory listing.
 - The Member confirms that as a Minnesota School District, it is expressly authorizing SWWC Service Cooperative, a public agency defined as Independent School District 991, a statutorily defined joint powers organization under Minnesota Statute 123A.21, to negotiate and execute Data Privacy Agreements on the Member’s behalf, and the Member shall recognize the Data Privacy Agreement as Amendment E to its contract with the defined Technology Provider.
 - SWWC will not, unless expressly authorized to do so under a separate contractual agreement, enter into any agreement that commits the Member to any financial obligation to a Technology Provider.

iii. In consideration of services covered by this agreement.

1. SWWC will, in good faith, evaluate Technology Provider contracts which may consist of their Terms and Conditions, End User License Agreement, Privacy Policy, Data Privacy Agreement, and other

documentation provided by the Technology Provider to provide evidence of their compliance with the Minnesota Student Data Privacy Law.

- SWWC shall not be responsible for any errors or omissions in the assessment of a Technology Provider's compliance.
 - SWWC shall not be responsible for any documentation or statements provided by a Technology Provider to make these determinations.
2. Member District shall review all Technology Provider records identified as being in use in its schools.
- Member District shall notify SWWC of any known Technology Providers not listed as being in use to have them manually added to the Member District's inventory.
 - Member District shall notify SWWC of any Technology Providers identified as being in use, but not authorized for use in its schools that should be removed from the Member District's inventory.
 - Member District is completely responsible for the timely direct annual communication to parents and students as required by law.
3. Through participation in the SWWC Data Privacy Program, SWWC and Member District will be working collaboratively and in good faith to perform due diligence in the evaluation and vetting of Technology Providers. Member District acknowledges that it is ultimately responsible for the accuracy of data representing its schools and ensuring that the requirements of the Minnesota Student Data Privacy Law are satisfied for Member District's schools.
- iv. **Term.** The term ("the Term") of this Agreement shall be from the Effective Date until June 30, 2025.
- v. **Services Fees.** The "Base Fee" for Student Data Privacy Program shall be \$1,850 per school district per year and the per student fee is \$.65 per student per year. Pro-rated pricing for services beginning after July 1st is not available.

i. **Email Security Service.**

- i. In consideration of services covered by this agreement.
- 1. Services are compatible with GSuite (Google Mail/Gmail), Microsoft 365, Microsoft Exchange on-premises, and SMTP based Email systems.
 - 2. Email Security service provides Spam Detection (99.7% effectiveness), advanced multi-layer malware detection, security message delivery, message tracking, virus outbreak response service, email data loss prevention, content disarm and reconstruction, URL click protection, impersonation analysis, cloud sandboxing.
 - 3. For Microsoft 365 mailboxes, the following features are included in the service: Realtime scanning of mailboxes for existing or newly discovered threats already delivered to an inbox. Post-delivery "clawback" of newly discovered email threats allowing the service or administrators to remove identified threats already delivered to the inbox.
 - 4. Integration with LDAP is available. The Member is responsible for the setup and provision of domain access credentials for setup of the LDAP service.
 - 5. Members that begin services after July 1 will receive pro-rated billing for the services based on the actual start date, but no more than 50% of the full annual service fee.
 - 6. SWWC will perform Email Account Audits periodically to verify the number of email accounts that the Member has in their filtered domain(s) and contact the Member to verify numbers.
 - 7. The Member is responsible for making minor changes to the DNS records as provided by SWWC, if SWWC does not host the Member's DNS, for the domains to be filtered. SWWC shall be held harmless of issues with DNS records not held by SWWC.
- ii. **Term.** The term ("the Term") of this Agreement shall be from the Effective Date until June 30, 2025.

- iii. **Services Fees.** The annual service fee for this service is \$6.35 per email account per year. An additional one-time setup fee of \$250.00 will be assessed upon initial start of service. The setup fee will be waived for SWWC WAN Participants.

j. **Email Archiving Service.**

- i. In consideration of services covered by this agreement.
1. The Member may subscribe to Level 1 or Level Services, but not both. The Service is compatible with GSuite (Google Mail/Gmail), Microsoft 365, Microsoft Exchange on premises.
 2. The number of email accounts for which the Services are provided shall be calculated annually based upon the actual number of active email accounts on the email server being archived. Inactive accounts (*i.e.*, former employee accounts) shall continue to be retained according to the Service Level retention schedules attached hereto as Exhibit A, however those accounts shall no longer be counted in the annual billing as so long as the email account was inactive for the entire period of July 1 through June 30 of the billing year.
 3. Emails retained and archived by SWWC under this Agreement will be stored in a database referred to as the "Email Archive". Access to the Email Archive shall be restricted to up to two administrators designated by the Member; one administrator must be the Member's technology administrator.
 4. Member administrators may create legal holds on data within the Email Archive by contacting SWWC's support staff. The creation of a legal hold on data may cause such data to be retained longer than the automated retention period for which the Member has subscribed.
 5. Services provided by SWWC shall provide the Member with an email archival system capable of meeting generally acceptable data retention requirements. The Member acknowledges that the Member is fully responsible for the Member's email archiving and data retention policies and acknowledges that the Level(s) of Service provided by SWWC have been properly selected by the Member to meet the Member's internal policies. Under no conditions shall SWWC be responsible for providing any Services or Level of Service which does not meet the requirements mandated by the Member's email archiving and document retention policies, or local, state or federal laws.
 6. SWWC shall perform backups of any data stored within the Email Archive. In the event of a failure of the Email Archive or any equipment used or associated with the Services provided under this Agreement, SWWC will be unable to guarantee immediate system availability; a period of up to 7 days may be required to replace failed equipment and fully restore archival databases. Upon restoration of the archival system Member data may still be archived if the Member's email system is properly equipped and configured to maintain journaling or archival logs for such purposes. The Member acknowledges that it is the Member's responsibility and obligation to ensure that its email server is properly configured to allow for archival of emails during any disruption in Services.
 7. In the event of loss of Services due to circumstances outside of SWWC's control, such as a reduction in or loss of network connectivity, or general acts of God, SWWC may be unable to archive email and other data in real-time and a delay in archival communications may occur. The Member acknowledges that depending on the Member's server/system settings at, some data may not be archived during prolonged communication issues.
 8. SWWC will perform audits of the Member's email accounts Audits periodically to verify the number of email accounts that a Member has in their archived domain(s) and contact the Member to verify numbers.
 9. If SWWC does not host the Member's email server, the Member shall be responsible for making changes, alterations and updates to the Member's email server as directed by SWWC.
 10. Under no circumstances shall SWWC be liable to the Member for any damages which arise in any way, in whole or in part, as a result of any action, error, mistake or omission, whether or not negligence on the part of SWWC occurs. The Member agrees to indemnify, defend and hold SWWC harmless for any and all claims, demands, suite or actions, including attorneys' fees, arising out of SWWC's performance or failure to perform under the terms of this Agreement.

11. SWWC shall further be held harmless of any data requests or subpoenas that cannot be met by the Member. Meeting such requests shall be the full responsibility of the Member. Assistance in accessing data to meet such requests may be provided by SWWC staff to the Member's administrators for an additional cost.
- ii. **Term.** The term ("the Term") of this Agreement shall be from the Effective Date until June 30, 2025.
- iii. **Services Fees.**

1. Level 1: Service levels for staff email accounts. Student email archiving provided at no additional charge.
 - Three-year email retention for staff accounts at \$8.50 per staff email account.
 - Five-year email retention for staff accounts at \$10.00 per staff email account.
2. Level 2: Service levels for student email accounts.
 - One-year email retention for student accounts at \$3.00 per student email account.
 - Three-year email retention for student accounts at \$5.00 per student email account.

k. **Secured Remote Backup Service.**

- i. In consideration of services covered by this agreement.
 1. The total amount of data for which the Services are provided shall be calculated annually based upon the actual capacity consumed by the data being backed up. Data capacity consumed will be based on the amount of data utilized during the peak utilization during the fiscal year to allow for SWWC to appropriately provide data capacity sufficient to cover peak utilization for all participating entities in this service.
 2. Data backups will be performed directly from the Member's servers to either the SWWC data center in Windom or Marshall, Minnesota. Replication of the Member's backed up data shall then take place to the SWWC data center that is not the primary data backup site for the Member. Access to data backups shall be restricted only to qualified and trained technology support personnel as defined by the Member.
 3. The Member shall set versioning requirements, retention policies and identify server logical hard disks which will be included in offsite backups. The Member's requests will directly impact the overall amount of data being consumed in this service and therefore directly impacting the billable amount that SWWC shall invoice to the Member.
 4. Pursuant to applicable data retention laws, the Member, its agents, employees and administrators are prohibited from deleting any information from the data backups that is being vaulted for purposes of investigations or data requests by investigative entities or entities having jurisdiction.
 5. Member administrators may create legal holds on data within the data backups by contacting SWWC's support staff. The creation of a legal hold on data may cause such data to be retained longer than the automated retention period for which the Member has subscribed.
 6. Services provided by SWWC shall provide the Member with a data backup solution capable of meeting offsite, disaster recovery compliant standards. The Member acknowledges that the Member is fully responsible for the Member's data backup and data retention policies and acknowledges that the Level(s) of Service provided by SWWC have been properly identified by the Member to meet the Member's internal policies. Under no conditions shall SWWC be responsible for providing any Services or Level of Service which does not meet the requirements mandated by the Member's data backup and retention policies, or local, state or federal laws.
 7. SWWC shall perform backups of any data stored within identified servers in the Member. In the event of a failure of the Data Backup System or any equipment used or associated with the Services provided under this Agreement, SWWC will be unable to guarantee immediate system availability; a period of up to 7 days may be required to replace failed equipment and fully restore hardware related to this service. Upon restoration of the data backup system the Member data may still be backed up to the offsite service if unless already deleted from the Member's servers.

8. In the event of loss of Services due to circumstances outside of SWWC's control, such as a reduction in or loss of network connectivity, or general acts of God, SWWC may be unable to backup data in real-time and a delay in data backup communications may occur. The Member acknowledges that depending on the Member's server/system settings at, some data may not be backed up during prolonged communication issues.
 9. SWWC will perform audits of the Member's data backup utilization periodically to verify the backup space requirements and retention policies that the Member has identified are being met and that appropriate storage space will continue to be available on SWWC equipment to provide continual backup services.
 10. If SWWC does not host the Member's servers, the Member shall be responsible for making changes, alterations and updates to the Member's servers as directed by SWWC in order to prepare for and install any software required for SWWC to provide Data Backup Services to the Member. The Member may elect to contract with SWWC to provide installation support on the Member's equipment for the provision of this service, in which case the Member will be billed on an hourly basis based on the Member's hourly subscription rate for SWWC Technology Services.
 11. Under no circumstances shall SWWC be liable to the Member for any damages which arise in any way, in whole or in part, as a result of any action, error, mistake or omission, whether or not negligence on the part of SWWC occurs. The Member agrees to indemnify, defend and hold SWWC harmless for any and all claims, demands, suite or actions, including attorneys' fees, arising out of SWWC's performance or failure to perform under the terms of this Agreement.
 12. SWWC shall further be held harmless of any data requests or subpoenas that cannot be met by the Member. Meeting such requests shall be the full responsibility of the Member. Assistance in accessing data to meet such requests may be provided by SWWC staff to Member administrators for an additional cost.
- ii. **Term.** The term ("the Term") of this Agreement shall be from the Effective Date until June 30, 2025.
 - iii. **Services Fees.** \$920.00 annually for first 500 GB of space consumed by the Member's backup files. \$100.00 annually for each additional 100 GB of space by Member's backup files beyond initial 500 GB.
 1. SWWC Technology Solutions representatives and Member designated staff shall establish a customized service level agreement for the Member's backups including:
 - Servers and/or end-user equipment and the corresponding drives to be backed up on those devices.
 - Full and incremental backup strategy for server and computer files.
 - Number of backup versions retained for individual backups.
 - Retention of backups under special circumstances.
 2. The Member defined service level may result in a higher annual fee for additional backup storage space necessary to retain the number of versions or special retention schedules.

1. Website ADA Accessibility and Usability Support with Siteimprove.

- i. In consideration of services covered by this agreement.
 1. The Member hereby agrees to purchase, and SWWC agrees to provide, participation in services through a cooperatively purchased subscription to Siteimprove provided solutions to ensure website usability and ADA compliance.
 2. The Services shall include:
 - Quality Assurance: Crawls website and identifies quality issues.
 - Policy: Allows Customer to set website parameters to ensure consistency in content.
 - Accessibility: Checks website against selected WCAG 2.0 accessibility standards and WAI-ARIA techniques.

- SEO: Details technical and content-related issues affecting search engine rankings and traffic to the website.
- Priority: Allows Customer to set criteria for order in which issues and errors are reported. This service requires the implementation of a script on the website.
- Accessibility Community Membership: Membership to Siteimprove's Accessibility Community.
- PDF Scanning: Assessment of PDF's on website to ensure accessibility requirements are met.
- Response: Monitors website's availability and performance.
- Usability: Understand your users' experience on your website with Heat Maps, Scroll Maps, Click Maps, Online User Survey, Internal Search Stats.

ii. **Term.** The term ("the Term") of this Agreement shall be from the Effective Date until June 30, 2025.

iii. **Services Fees.** Fees for the service are fully dependent on the number of webpages and PDF files contained in the Member's website. Discounts available to the Member by participating in this service are based on the overall participation of SWWC member school districts.

m. **OnDemand IT Certification Training Solution with Stormwind Studios.**

i. In consideration of services covered by this agreement.

1. The number of licenses for which the Services are provided shall be calculated annually based upon the actual number of active users needing access to the system.
2. The Member is responsible for informing SWWC of licenses needing to be cancelled or removed from automatic renewal.
3. The Member may transfer licenses from an employee whose employment is ending to a new employee during the term of this agreement by notifying SWWC of the changes.
4. SWWC and Member are subject to the terms and conditions of the End-user License Agreement(s) and Terms and Conditions of Stormwind Studios. Under no conditions shall the SWWC be responsible for providing any Services or Level of Service under the terms of this agreement other than the benefit of aggregated purchasing discounts that are passed on to Customer.
5. SWWC may, at its discretion, offer in-kind or fee-for-service value added offerings that complement the trainings being provided through Stormwind Studios.
6. Under no circumstances shall SWWC be liable to the Member for any damages which arise in any way, in whole or in part, as a result of any action, error, mistake or omission, whether or not negligence on the part of SWWC occurs. The Member agrees to indemnify, defend and hold SWWC harmless for any and all claims, demands, suite or actions, including attorneys' fees, arising out of SWWC's performance or failure to perform under the terms of this Agreement.

ii. **Term.** The term ("the Term") of this Agreement shall be from the Effective Date until June 30, 2025.

iii. **Services Fees.** Ultimate Access includes access to all Stormwind Studios Training Content, which is over 250 courses for technology-industry leading certification preparation.

- \$1,250.00 annually per user license for SWWC Technology Subscribers
- \$1,500.00 annually per user license for SWWC Members without Technology Subscriptions
- \$1,700.00 annually per user license for SWWC Non-Members

n. **Moodle Course Hosting Service**

i. In consideration of services covered by this agreement.

1. SWWC will provide to member with access to courses, as requested by Member, on a shared Moodle server environment in which other member courses will co-exist.

2. Member will only have access to its own courses and all student information in courses will remain the explicitly accessible by only the Member that owns the courses
 3. Enrollment information for courses shall be supplied by the member prior to the beginning of the course in a format prescribed by SWWC. All enrollment changes following the initial course roster upload will be performed through requests to the SWWC Technology Support Helpdesk either individually or through additional course roster updates.
 4. Self-registration options will be made available to the Member whereas “students” in courses may self-enroll into the course based on criteria mutually agreed upon by the Member and SWWC and fully supported by the Moodle course management system.
 5. There are no limitations to the number of students that are able to be enrolled into a Moodle course.
 6. There is a 10 GB storage limit for each individual course. Courses surpassing the 10 GB limit will be assessed in accordance with the service fees below.
- ii. **Term.** The term (“the Term”) of this Agreement shall be from the Effective Date until June 30, 2025.
 - iii. **Services Fees.** Fees for the service are fully dependent on the number of courses requested to be hosted by Member and the storage required by the course being hosted.
 1. An annual service fee of \$80.00 per course will be charged to the Member. The annual service fee will not be pro-rated for courses that are less than a full year.
 2. For courses requiring more than 10 GB of storage capacity, an overage fee of \$15.00 per 1 GB increment over 10 GB will be assessed on the annual service fee billing. Overage fees will not be pro-rated.

o. **Moodle In Your School Service – District-wide Moodle learning management solution**

- i. In consideration of services covered by this agreement.
 1. Member will have access to the Moodle System on a dedicated Moodle hosting server exclusively accessible by the Member
 2. Member will be able to fully administer user accounts, enrollments, course creation, teacher assignments, and other administrative functions.
 3. LDAP and other supported directory integration will be available. Additional consultation fees for setup will be assessed if Member requires assistance from SWWC.
 4. Custom URL/domain, and customized themes that are “branded” to Member are supported in this environment. Additional consultation fees for setup will be assessed if Member requires assistance from SWWC.
 5. Storage capacity of 500 GB is included in the base package of this service. Additional storage utilized above 500 GB will be charged to the Member in accordance with the Service Fees below.
- ii. **Term.** The term (“the Term”) of this Agreement shall be from the Effective Date until June 30, 2025.
- iii. **Services Fees.** Fees for the service are based on a flat fee plus a service fee per student enrolled in Member District. Additional fees will be assessed based on the storage required to host the Member’s Moodle Server.
 1. An annual base service fee of \$1,350.00 plus \$1.05 per student will be charged to the Member. The annual service fee will not be pro-rated for agreements beginning after July 1.
 2. For Moodle environments requiring more than 500 GB of storage capacity: an overage fee of \$210.00 per 100 GB increment over 5000 GB will be assessed on the annual service fee billing. Overage fees will not be pro-rated.

2. **Agreement.** Being fully informed of each technology service option available to it, the Member desires to subscribe to those technology services indicated at Section 5 of this Addendum. SWWC agrees to provide such services according to the terms of the Membership Agreement and the terms set forth in this Addendum. The Member agrees to remit timely payment for such services as provided herein.

3. In Consideration of all contracted supplemental technology services: Contracted Time purchased for Technology Services is for use within the contracting entity only. Services provided at the Member site, or the location of a Member sponsored event, in which attendees other than those of the Member will be in attendance, shall be billed at the “on-site training fee” for entities with no contract as listed in Section 1a.
4. **Hold Harmless.** SWWC shall hold no liability for any equipment malfunctions, loss of data or data privacy violations that may occur at the Member site. The Member is solely responsible for ensuring that backups, data consistency and retention of data is being performed as well as all other day-to-day operations of the Technology Department of the Member. The Member is responsible for ensuring that all filings, certifications and licensing are met. Loss of funding or fines imposed on the Member are the sole responsibility of the Member and not the responsibility of SWWC. The Member agrees to hold SWWC harmless for any cost, fees or liabilities, including attorneys’ fees that SWWC may incur as a result of any service discussed in this Addendum.
5. **Subscription.** Listed below are the General Technology Services fees for your district based upon what was subscribed to in the previous fiscal year.

Basic Technology Services (payable on or before July 30, 2024)	\$0.00
Supplemental Technology Support or Integration Services Block Hours (payable monthly)	\$0.00
Technology Coordinator or Integration Services (payable monthly)	\$110,400.00
E-Rate Coordination Services (payable after the Form 470 has been completed)	\$2,350.00
Comprehensive Cyber Security Services (payable monthly)	\$15,260.25
Student Data Privacy Program (payable on or before July 30, 2024)	\$1,545.00
Email Security Service (payable on or before June 30, 2025)	Yes
Email Archiving Service (payable on or before June 30, 2025)	Level 1 – 3 Year Retention
Secured Remote Backup Service (payable on or before June 30, 2025)	Yes
Website ADA – Siteimprove (payable on or before July 30, 2024)	No
OnDemand IT Cert Training – Stormwind (payable on or before June 30, 2025)	No
Moodle Course Hosting Service (payable on or before June 30, 2025)	No
Moodle in Your School Service (payable on or before June 30, 2025)	No

6. **Payment.** SWWC shall invoice the Member for all charges incurred pursuant to this Addendum as such charges accrue. The Member agrees to pay all amounts due SWWC pursuant to this Addendum within forty-five (45) days of receipt of an invoice from SWWC. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM F
TO MEMBERSHIP AGREEMENT
SPECIAL EDUCATION SERVICES
2024-25

Pipestone Area School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. **Subscription.** The Member hereby subscribes to SWWC's Special Education Services (the "Services"), specifically subscribing to those Services indicated at Section 12 below. As noted at Section 12, the Services are classified as either "Direct Services" or "Administrative Services". As used herein, the phrase "Administrative Services" shall include Special Education Director, and Due Process Specialist services. The Member hereby agrees and acknowledges that the timelines governing its ability to withdraw from such Services depends upon this classification.
2. **Term.** SWWC shall provide the Services to the Member from August 15 through June 15 during the Initial Term (as defined below) and shall continue to provide such services from August 15 through June 15 during each Extended Term (as defined below) in which this Addendum is in effect.
3. **Administrative Services: Automatic Renewal; Timeline for Withdrawal.** Notwithstanding any provisions in the Membership Agreement to the contrary, the parties' obligations regarding the Member's subscription to Administrative Services shall commence on the Effective Date set forth in the Membership Agreement and shall continue for a period of twenty-four (24) months (the "Administrative Services Initial Term"). The provisions of this Addendum shall thereafter automatically and continuously renew from year to year (each, an "Extended Term") unless the Member provides SWWC with a minimum of twelve (12) months' notice of the Member's intent to discontinue its subscription to the Administrative Services by delivering to SWWC a written notice of such intent (referred to as "Notice of Intent to Withdraw from Administrative Services") to SWWC on or before June 30 (the "Administrative Services Withdrawal Deadline"). If such Notice of Intent to Withdraw from Administrative Services is timely executed and delivered to SWWC, such Notice will be effective as of June 30 of the following fiscal year. If not timely delivered, the Member agrees and acknowledges that it shall be obligated to pay all fees for previously subscribed-to Administrative Services for the next Extended Term.
4. **Direct Services: Automatic Renewal; Timeline for Withdrawal.** Notwithstanding any provision in the Membership Agreement or this Addendum to the contrary, the parties' obligations regarding the Member's subscription to Direct Services shall commence on the Effective Date set forth in the Membership Agreement and shall continue for a period of twelve (12) months (the "Direct Services Initial Term"). The provision of this Addendum shall thereafter automatically and continuously renew from year to year (each, an "Extended Term") unless the Member provides SWWC with written notice of its intent to discontinue its subscription to any Direct Service (referred to as "Notice of Withdrawal from Direct Service") on or before March 1 (the "Direct Service Withdrawal Deadline"). If such Notice of Withdrawal from Direct Service is timely executed and delivered to SWWC, such Notice will be effective as of June 30 of the fiscal year in which it was delivered. If not timely delivered, the Member agrees and acknowledges that it shall be obligated to pay all fees for previously subscribed-to Direct Services for the next Extended Term.
5. **Payment.** In exchange for SWWC's agreement to provide the subscribed-for services, the Member acknowledges and agrees that it shall be responsible for the TOTAL ADDENDUM PRICE set forth at Page 2 to this Addendum. SWWC shall estimate such usage for Direct Services for the Member at the beginning of the term. Actual usage shall then be reconciled by SWWC at the final payment at the end of the term. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in four installments, one of each which is due on or before August 15, November 15, February 15, and July 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
6. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.
7. SWWC agrees to provide all necessary personnel (contingent upon availability), materials, or equipment required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the TOTAL ADDENDUM PRICE set forth below; however, if a personnel's time is not fully utilized Members will share such unused cost proportionally based on overall usage. Specialized equipment for student use is not included. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
8. Required SWWC service personnel who are funded at the lower "Single District Rate" level shall be entitled to receive all of the rights and benefits of personnel who are funded at the "Full Service Rate".

9. The dates and times for the furnishing of the services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
10. SWWC will exercise its best efforts to provide to the Member the services of those professionals specifically contracted for. However, the Member recognizes that the availability of required SWWC personnel may change.
11. All performance reviews of required service personnel shall be conducted by a SWWC special education administrator and shall be in accordance with the policies and procedures established by SWWC.
12. **Services.** The Member hereby agrees to subscribe to those services indicated below:

<u>Direct Services:</u> includes office/prep time	<u>TOTAL ESTIMATED PRICE</u>
School Psychologist Services	\$98,400.00
Speech/Language Pathologist Services	\$293,880.00
Social Worker Services	\$0.00
Teacher of the Visually Impaired Services	\$0.00
ECSE Teacher Services	\$174,590.00
DAPE Teacher	\$0.00
Teacher of the Deaf/Hard of Hearing	\$43,560.00
Occupational Therapy Services	\$111,230.00
Orientation and Mobility	\$0.00
Physical Therapy Services	\$0.00
Autism Consultant Services	\$0.00
<u>Administrative Services:</u>	
Regional ECSE Coordination Services	\$3,098.00
Special Education Cooperative Membership Fee	\$29,890.00
Shared Special Education Administrative Services	\$64,738.00
Single District Special Education Administrator	\$0.00
<u>TOTAL ADDENDUM PRICE</u>	<u>\$819,386.00</u>

SC MEMBER

BY: Dr. Klint W. Willert
Dr. Klint W. Willert (Jun 5, 2024 16:17 CDT)
 Authorized Signature

SWWC SERVICE COOPERATIVE

BY: Legan Hilland
 Authorized Signature

ADDENDUM G
TO MEMBERSHIP AGREEMENT
BEHAVIORAL HEALTH SERVICES
2024-25

Pipestone Area School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. **Subscription.** The Member has chosen to subscribe to SWWC's Behavioral Health Services (the "Services"). The Services may include Behavior Analytic Services and Mental Health Services.
2. **Term.** SWWC shall provide the Services to the Member from August 15 through June 15 during the Initial Term (as defined below) and shall continue to provide such services from August 15 through June 15 during each Extended Term (as defined below) in which this Addendum is in effect.
3. **Automatic Renewal; Timeline for Withdrawal.** Notwithstanding any provision in the Membership Agreement or this Addendum to the contrary, the parties' obligations regarding the Member's subscription to Services shall commence on the Effective Date set forth in the Membership Agreement and shall continue for a period of twelve (12) months (the "Services Initial Term"). The provision of this Addendum shall thereafter automatically and continuously renew from year to year (each, an "Extended Term") unless the Member provides SWWC with written notice of its intent to discontinue its subscription to any Services (referred to as "Notice of Withdrawal from Direct Service") on or before March 1 (the "Direct Service Withdrawal Deadline"). If such Notice of Withdrawal from Service is timely executed and delivered to SWWC, such Notice will be effective as of June 30 of the fiscal year in which it was delivered. If not timely delivered, the Member agrees and acknowledges that it shall be obligated to pay all fees for previously subscribed-to Services for the next Extended Term.
4. **Payment.** In exchange for SWWC's agreement to provide the Services, the Member acknowledges and agrees that it shall remit payment for the "TOTAL ADDENDUM PRICE" set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in four equal installments, one of each which is due on or before August 15, November 15, February 15, and July 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
5. SWWC agrees to provide all necessary personnel (contingent upon availability), materials, or equipment required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the TOTAL ADDENDUM PRICE set forth below. Specialized equipment for student use is not included. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
6. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.
7. The dates and times for the furnishing of the services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
8. SWWC will exercise its best efforts to provide to the Member the services of those professionals specifically contracted for. However, the Member recognizes that the availability of required SWWC personnel may change.
9. All performance reviews of required service personnel shall be conducted by a SWWC administrator and shall be in accordance with the policies and procedures established by SWWC.
10. **Services.** The Member hereby agrees to subscribe to those services indicated below:

SERVICES	PACKAGE	TOTAL PRICE
Behavior Analytic Services	Package D	\$23,400.00
Mental Health Services		\$0.00
Licensed School Nursing Services		\$0.00
TOTAL ADDENDUM PRICE		\$23,400.00

ADDENDUM H
TO MEMBERSHIP AGREEMENT
SHARED CURRICULUM AND INSTRUCTION COORDINATION SERVICES
2024-25

Pipestone Area School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member has chosen to subscribe to Shared Curriculum and Instruction Coordination Services (the “Services”). The services to be provided by SWWC may include:

Data Mining and/or Data Retreat
Coordination of Standards Alignment

- Unpacking Standards
- Creating Learning Targets
- Prioritizing Standards
- Creating Common Assessments
- Selecting Appropriate Instructional Strategies

Professional Development

- Coordination/Facilitation of workshops/early release
- Professional Learning Community Implementation
- Support Leadership Teams
- Curriculum Coordination
- Coordination of Standards-Based Curriculum Selection and Implementation

2. **Term.** SWWC shall provide the Services to the Member from July 1 through June 30 during the Initial Term of the Membership Agreement and shall continue to provide such services from July 1 through June 30 during each Extended Term of the Membership Agreement until such time as the Member provides SWWC with written notice of its intent to withdraw from or reduce such Services pursuant to the terms of the Membership Agreement.
3. **Payment.** In exchange for SWWC’s agreement to provide the subscribed-for services, the Member acknowledges and agrees that it shall remit payment for the “TOTAL ADDENDUM PRICE” set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in three equal installments, one of each which is due on or before August 15, October 15, and February 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
4. SWWC agrees to provide all necessary personnel (contingent upon availability), materials, or equipment required to fulfill its obligations under this Addendum without additional cost or charge to the Member. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
5. The dates and times for the furnishing of the services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
6. In consideration for such services, the Member agrees to pay to SWWC the package cost as calculated below:

TOTAL ADDENDUM PRICE

\$0.00

7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM I
TO MEMBERSHIP AGREEMENT
TEACHING AND LEARNING CUSTOMIZED SERVICES
2024-25

Pipestone Area School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member has chosen to subscribe to Teaching and Learning Customized Services (the “Services”). The Services may include the following: math and reading intervention & data support, guided reading support, standards alignment, standards based grading, curriculum and assessments, PLC work, or best practices in instruction.
 - a. Districts subscribing to Shared Curriculum & Instruction Coordination Services:
 - i. \$850/day + mileage
 - b. Districts not subscribing to Shared Curriculum & Instruction Coordination Services:
 - i. Package A (30 hours) \$4,950, Package B (60 hours) \$9,275, Package C (120 hours) \$16,950, Package D (180 hours) \$24,975, Less than five days T&L Support \$1,000/day + mileage
2. **Term.** SWWC shall provide the Services to the Member from July 1 through June 30 during the Initial Term of the Membership Agreement and shall continue to provide such services from July 1 through June 30 during each Extended Term of the Membership Agreement until such time as the Member provides SWWC with written notice of its intent to withdraw from or reduce such Services pursuant to the terms of the Membership Agreement.
3. **Payment.** In exchange for SWWC’s agreement to provide the Services, the Member acknowledges and agrees that it shall remit payment for the “TOTAL ADDENDUM PRICE” set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in three equal installments, one of each which is due on or before August 15, October 15, and February 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
4. SWWC agrees to provide all necessary personnel (contingent upon availability), materials, or equipment required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the TOTAL ADDENDUM PRICE set forth below. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
5. The dates and times for the furnishing of the Services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
6. In consideration for such services, the Member agrees to pay to SWWC the TOTAL ADDENDUM PRICE as set forth below:

TOTAL ADDENDUM PRICE	<u>\$0.00</u>
7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM J
TO MEMBERSHIP AGREEMENT
INSTRUCTIONAL COACHING FOR TEACHERS
2024-25

Pipestone Area School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member has chosen to subscribe to Instructional Coaching for Teachers Services (the “Services”). The Services may include the following: Up to 180 minutes of monthly, direct teacher support (as recommended by New Teacher Center) plus follow-up per teacher.
2. **Term.** SWWC shall provide the Services to the Member from July 1 through June 30 during the Initial Term of the Membership Agreement and shall continue to provide such services from July 1 through June 30 during each Extended Term of the Membership Agreement until such time as the Member provides SWWC with written notice of its intent to withdraw from or reduce such Services pursuant to the terms of the Membership Agreement.
3. **Payment.** In exchange for SWWC’s agreement to provide the Services, the Member acknowledges and agrees that it shall remit payment for the “TOTAL ADDENDUM PRICE” set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in three equal installments, one of each which is due on or before August 15, October 15, and February 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
4. SWWC agrees to provide all necessary personnel (contingent upon availability), materials, or equipment required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the TOTAL ADDENDUM PRICE set forth below. SWWC further agrees to pay all transportation expenses for required service personnel without additional cost or charge to the Member.
5. The dates and times for the furnishing of the Services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
6. In consideration for such services, the Member agrees to pay to SWWC the TOTAL ADDENDUM PRICE as set forth below:

TOTAL ADDENDUM PRICE **\$0.00**

7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM K
TO MEMBERSHIP AGREEMENT
STARRS ONLINE ACADEMY
2024-25

Pipestone Area School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member has chosen to subscribe to STARRS Online Academy Services (the “Services”). The Services may include the following: Access to supplemental online learning school. Students enrolled in the STARRS Online Academy will have access to a variety of content courses and elective offerings.
2. **Term.** SWWC shall provide the Services to the Member from July 1 through June 30 during the Initial Term of the Membership Agreement and shall continue to provide such services from July 1 through June 30 during each Extended Term of the Membership Agreement until such time as the Member provides SWWC with written notice of its intent to withdraw from or reduce such Services pursuant to the terms of the Membership Agreement.
3. **Payment.** In exchange for SWWC’s agreement to provide the Services, the Member acknowledges and agrees that it shall remit payment at the “PER CREDIT RATE” set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC in four installments, one of each which is due on or before October 15, December 15, March 15, and July 15 during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
4. SWWC agrees to provide all necessary personnel (contingent upon availability) and instructional materials required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the PER CREDIT RATE set forth below. Districts must provide the student access to a laptop, desktop or chrome book and ensure the student has access to high-speed internet. The Member agrees to pay all transportation expenses for required service personnel in addition to the TOTAL ADDENDUM PRICE set forth below, which will be invoiced to the Member at the conclusion of the term of the membership agreement.
5. The dates and times for the furnishing of the Services and materials at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
6. In consideration for such services, the Member agrees to pay to SWWC the PER CREDIT RATE as set forth below. A minimum of twelve credits are required to enroll in the Services.

PER CREDIT RATE	<u>\$600.00</u>

7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

ADDENDUM L
TO MEMBERSHIP AGREEMENT
TRANSLATION/INTERPRETATION
2024-25

Pipestone Area School District

This Addendum to the Membership Agreement supplements the Membership Agreement made by the parties and by their acceptance of the terms thereof the parties have agreed to the following additional terms, covenants and responsibilities:

1. The Member has chosen to subscribe to Translation/Interpretation (the “Services”). The Services may include the following: Translation of written documentation from Spanish to English or English to Spanish and/or interpretation services which may include oral communication for phone calls, meetings, interview, etc. that facilitate communication from Spanish to English or English to Spanish that may be delivered via phone, virtual modalities or in person.
2. **Term.** SWWC shall provide the Services to the Member from July 1 through June 30 during the Initial Term of the Membership Agreement and shall continue to provide such services from July 1 through June 30 during each Extended Term of the Membership Agreement until such time as the Member provides SWWC with written notice of its intent to withdraw from or reduce such Services pursuant to the terms of the Membership Agreement.
3. **Payment.** In exchange for SWWC’s agreement to provide the Services, the Member acknowledges and agrees that it shall remit payment at the rate set forth below. Notwithstanding any provision to the contrary in the Membership Agreement, the Member shall remit payment to SWWC monthly during the Initial and any Extended Term of the Membership Agreement. The Member further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
4. SWWC agrees to provide all necessary personnel (contingent upon availability) required to fulfill its obligations under this Addendum without causing the Member to incur costs or charges in excess of the PER WORD RATE and/or PER FIFTEEN MINUTE INCREMENT RATE set forth below. The Member agrees to pay all transportation expenses for required service personnel in addition to the rates set forth below.
5. The dates and times for the furnishing of the Services at issue in this Addendum shall be arranged in advance by mutual agreement between the parties.
6. In consideration for such services, the Member agrees to pay to SWWC the TRANSLATION RATE and/or the INTERPRETATION RATE as set forth below.

TRANSLATION RATE	\$0.00 per word
INTERPRETATION RATE	\$0.00 per Fifteen Minute Increment

7. **Capitalized Terms.** Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning ascribed to such terms in the Membership Agreement.

Pipestone 2025 Membership Agreements

Final Audit Report

2024-06-26

Created:	2024-02-27
By:	Tegan Gillund (Tegan.gillund@swwc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7kjsyv8MAWsiowNuTsoGXrTEO6emZjf

"Pipestone 2025 Membership Agreements" History

 Document created by Tegan Gillund (Tegan.gillund@swwc.org)
2024-02-27 - 9:50:35 PM GMT- IP address: 66.172.180.50

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2024-06-02 - 4:24:08 AM GMT- IP address: 172.226.178.29

 Signer klint.willert@pas.k12.mn.us entered name at signing as Dr. Klint W. Willert
2024-06-05 - 9:17:01 PM GMT- IP address: 66.172.185.6

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Signature Date: 2024-06-05 - 9:17:03 PM GMT - Time Source: server- IP address: 66.172.185.6

 Document emailed to Tegan Gillund (Tegan.gillund@swwc.org) for signature
2024-06-05 - 9:17:04 PM GMT

 Document e-signed by Tegan Gillund (Tegan.gillund@swwc.org)
Signature Date: 2024-06-26 - 11:51:12 PM GMT - Time Source: server- IP address: 66.172.180.136

 Agreement completed.
2024-06-26 - 11:51:12 PM GMT