

Regular Meeting

Monday, March 27, 2023 7:00 PM

Waconia City Hall, 201 S Vine Street, Waconia, MN 55387

1. **CALL TO ORDER, ADOPTION OF AGENDA, and NOTATION OF MEMBERS IN ATTENDANCE, and PLEDGE OF ALLEGIANCE** **Presenter:** Chair Geller

2. **ANNOUNCEMENTS, ACKNOWLEDGMENTS, AND CORRESPONDENCE** **Presenter:** Chair Geller

2.A. Upcoming Meetings:

April 11 School Board Listening Session w/WEA 5pm @ District Office - Conf. Rm C

April 11 Policy Committee 6pm @ District Office - Conf. Rm B

April 11 Work Session 7pm @ District Office - Conf. Rm A

April 24 Finance Committee 6pm @ Waconia City Hall

April 24 School Board Regular Meeting 7pm @ Waconia City Hall

3. **PUBLIC COMMENT**

4. **MINUTES OF PREVIOUS MEETING**

ISD 110
Regular Meeting
Monday, February 27, 2023 7:00 PM

Waconia City Hall
201 S Vine Street
Waconia, MN 55387

Agenda

1. CALL TO ORDER, ADOPTION OF AGENDA, and NOTATION OF MEMBERS IN ATTENDANCE, and PLEDGE OF ALLEGIANCE

Presenter: Chair Geller

Call to order by Chair Geller at 7:00 PM

Members present: Geller, DeBoer, Amott, Hagen, Bergstrom, Kelzer-Breeden

Members absent: Myers

Motion by DeBoer to approve agenda

Amott second

All in favor

Motion carried

2. ANNOUNCEMENTS, ACKNOWLEDGMENTS, AND CORRESPONDENCE

Presenter: Chair Geller

2.A. School Board Member Recognition Month

2.B. Upcoming Meetings:

March 13 Policy Committee 6pm @ WHS C107

March 13 Work Session 7pm @ WHS B107

March 20 Public Comment Time/Location TBD

March 23 Work Session Time/Location TBD

March 27 Finance Committee 6pm @ City Hall

March 27 Regular Meeting 7pm @ City Hall

3. PUBLIC COMMENT

4. MINUTES OF PREVIOUS MEETING

Motion by Amott to approve minutes of the January 30 regular and February 13 work session meetings

Kelzer-Breeden second

All in favor

Motion carried

5. CONSENT AGENDA

Presenter: Chair Geller

Motion by DeBoer to approve Consent Agenda

Amott second

All in favor
Motion carried

5.A. Bills and Wire Transfers

Presenter: Ra Chhoth, Director of Finance and Operations

5.B. Human Resource Items

Presenter: Dr. Enid Schonewise, Director of Human Resources

5.C. Receipts of Donation

6. REPORTS

6.A. Student Representative Report

Presenter: Stella Atkinson and Sam Stanton

6.B. Administrative Presentation

6.B.1. Elementary Outdoor Learning Opportunities

Presenter: Principals DeVaan and Baune

6.C. Finance Report

Presenter: Ra Chhoth, Director of Finance and Operations

7. ACTION ITEMS

7.A. Bid Approval for Fully Depreciated Equipment

Presenter: Jeff Jeska, Director of Technology and Ra Chhoth, Director of Finance & Operations

Motion by DeBoer to approve Bid from Tech Defenders for Fully Depreciated Equipment
Bergstrom second

All in favor

Motion carried

7.B. Second Read Board Policies

Motion by DeBoer to approve Second Read Board Policies

Amott second

All in favor

Motion carried

7.B.1. 606 Textbooks and Instructional Materials

7.B.2. 625 Media and Book Selection

8. DISCUSSION ITEMS

8.A. First Read Board Policies

8.A.1. 613 Graduation Requirements

8.A.2. 401 Equal Employment Opportunity

8.A.3. 402 Disability Nondiscrimination

8.A.4. 412 Expense Reimbursement

8.A.5. 421 Gifts to Employees by School Board Members

8.A.6. 424 License Status

8.A.7. 425 Staff Development

9. BOARD COMMITTEE REPORTS

9.A. Self-Governance & Superintendent Relations Committee

9.B. Finance & Facilities Committee – Reviewed budget process timeline

9.C. Policy & Advocacy Committee – Policy for Teaching Controversial Issues was pulled for new committee members to review prior to begin presented for a first read.

9.D. District 110 Advisory Council

9.E. Schools for Equity in Education (SEE) Representative

9.F. Southwest Metro Intermediate District 288 Representative

9.G. MSHSL Representative

9.H. Special Education Advisory Council

9.I. Community Education Advisory Council Representative

9.J. Teaching & Learning Advisory Council Representative

9.K. Chemical Abuse Advisory Council/HERO's

9.L. City of Waconia Liaison

10. ADJOURNMENT

Motion by DeBoer to adjourn

Hagen second

All in favor

Motion carried

Meeting adjourned at 7:39 PM

5. **CONSENT AGENDA**

Presenter: Chair
Geller

5.A. Bills and Wire Transfers

Presenter: Ra Chhoth,
Director of Finance
and Operations

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	POST AMOUNT	MONTH
607568	A H HERMEL COMPANY	02/24/2023	R	743.50	February
607569	AIM ELECTRONICS INC	02/24/2023	R	2,545.00	February
607570	AMPION PBC	02/24/2023	R	4,164.03	February
607571	APPLE INC	02/24/2023	R	899.00	February
607572	AVIBEN	02/24/2023	R	533.82	February
607573	BATTERIES R US	02/24/2023	R	3,239.92	February
607574	BIG WEST LEAGUE	02/24/2023	R	4,200.00	February
607575	BIO CORPORATION	02/24/2023	R	709.82	February
607576	COREMARK METALS	02/24/2023	R	616.14	February
607577	DEMCO, INC	02/24/2023	R	117.63	February
607578	DIGITAL INS LLC	02/24/2023	R	3,900.00	February
607579	FOLLETT CONTENT SOLUTIONS LLC	02/24/2023	R	412.59	February
607580	CAPITAL ONE TRADE CREDIT	02/24/2023	R	166.12	February
607581	GRAINGER	02/24/2023	R	301.92	February
607582	GREAT LAKES COCA-COLA DIST	02/24/2023	R	1,040.01	February
607583	HASTINGS CREAMERY LLC	02/24/2023	R	6,425.83	February
607584	HILLYARD/HUTCHINSON	02/24/2023	R	1,729.81	February
607585	HORIZON EQUIPMENT	02/24/2023	R	676.25	February
607586	INDIANHEAD FS DISTRIBUTOR, INC	02/24/2023	R	17,352.66	February
607587	INNOVATIVE OFFICE SOLUTIONS LL	02/24/2023	R	27.57	February
607588	INNOVATIONAL WATER SOLUTIONS I	02/24/2023	R	1,099.00	February
607589	LOFFLER COMPANIES	02/24/2023	R	465.58	February
607590	MACKENTHUN'S FINE FOODS	02/24/2023	R	2,763.73	February
607591	MAYER LUMBER CO, INC	02/24/2023	R	623.77	February
607592	MEI TOTAL ELEVATOR SOLUTIONS	02/24/2023	R	717.46	February
607593	MRI SOFTWARE LLC	02/24/2023	R	232.00	February
607594	MUSIC MART	02/24/2023	R	518.80	February
607595	NEW ULM GIRLS FASTPITCH	02/24/2023	R	300.00	February
607596	PAN-O-GOLD BAKING CO	02/24/2023	R	2,307.72	February
607597	PERFORMANCE FOODSERVICE	02/24/2023	R	1,332.51	February
607598	STAPLES ADVANTAGE	02/24/2023	R	280.58	February
607599	TERRAFORM PHOENIX II ARCADIA	02/24/2023	R	12.11	February
607600	TITAN ENERGY SYSTEMS INC	02/24/2023	R	1,497.50	February
607601	TRIO SUPPLY COMPANY	02/24/2023	R	311.38	February
607602	WAYNE DAUWALTER PLUMBING	02/24/2023	R	430.53	February
607603	WEX BANK	02/24/2023	R	385.44	February
607604	MN HS DECA	02/27/2023	R	407.00	February
607605	KOCH SCHOOL BUS SERVICE, INC	02/27/2023	R	316,202.31	February
607606	EYE MED-FIDELITY SECURITY LIFE	02/28/2023	R	2,292.75	February
607607	MESSERLI & KRAMER PA	02/28/2023	R	682.53	February
607608	NCPERS GROUP LIFE INS	02/28/2023	R	96.00	February
607609	SCHOOL SERVICE EMPLOYEES	02/28/2023	R	1,378.84	February
607610	WACONIA EDUCATION ASSOCIATION	02/28/2023	R	13,147.34	February
607611	SECURITY BANK & TRUST CO	03/01/2023	S	320.00	March
607612	SECURITY BANK & TRUST CO	03/01/2023	S	1,950.00	March
607613	XCEL ENERGY CENTER	03/01/2023	R	192.00	March
607614	AIRGAS USA LLC	03/03/2023	R	449.37	March
607615	AMPLIFY EDUCATION INC	03/03/2023	R	1,500.00	March
607616	APPLE INC	03/03/2023	R	314.97	March
607617	ARBITERSPORTS	03/03/2023	R	1,196.50	March
607618	BAKER, MICHAEL	03/03/2023	R	101.00	March
607619	BALL SPORTS 24/7	03/03/2023	R	450.00	March
607620	BEHRENS, CHARLES	03/03/2023	R	40.00	March
607621	BISSONETTE, ROBERT	03/03/2023	R	82.00	March
607622	BROWN, AUDREY	03/03/2023	R	120.00	March
607623	CANON FINANCIAL SERVICES INC	03/03/2023	R	890.18	March

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
607624	CARVER COUNTY PARKS & RECREATI	03/03/2023	R	368.00	March
607625	CARVER CO ELECTIONS & LICENSIN	03/03/2023	R	7,793.95	March
607626	CROWN COLLEGE	03/03/2023	R	17,676.36	March
607627	DAVIS, KASHTIN	03/03/2023	R	40.00	March
607628	DUBAY, SUNIL	03/03/2023	R	40.00	March
607629	DYBSA	03/03/2023	R	400.00	March
607630	DYKSTRA, ETHAN	03/03/2023	R	60.00	March
607631	ECM PUBLISHERS, INC	03/03/2023	R	351.75	March
607632	EHLERS & ASSOCIATES, INC	03/03/2023	R	2,900.00	March
607633	EHLERS' 2023 SCHOOL FINANCE SE	03/03/2023	R	110.00	March
607634	EVENSON, CHAD	03/03/2023	R	82.00	March
607635	FRITZ, RYAN	03/03/2023	R	60.00	March
607636	GMR GYMNASTICS SALES INC	03/03/2023	R	9,039.05	March
607637	GOLD MEDAL MPLS ML55	03/03/2023	R	351.15	March
607638	GRAINGER	03/03/2023	R	213.24	March
607639	GRALAPP, CRAIG	03/03/2023	R	80.00	March
607640	GREGOR, MARTIN	03/03/2023	R	160.00	March
607641	HAMMER SPORTS LLC	03/03/2023	R	810.00	March
607642	HDL-HARDWARE DISTRIBUTORS, LTD	03/03/2023	R	195.97	March
607643	HICKS, WILLIAM	03/03/2023	R	82.00	March
607644	HIGH POINT NETWORKS, LLC	03/03/2023	R	2,837.00	March
607645	HILLYARD/HUTCHINSON	03/03/2023	R	28,907.16	March
607646	HOLT PETERSON BUS	03/03/2023	R	3,250.00	March
607647	HONNOLD, MARK	03/03/2023	R	40.00	March
607648	HORIZON EQUIPMENT	03/03/2023	R	2,044.76	March
607649	IEA, INC	03/03/2023	R	524.06	March
607650	INDIANHEAD FS DISTRIBUTOR, INC	03/03/2023	R	24,543.71	March
607651	JARVIS, JAMES	03/03/2023	R	90.00	March
607652	LAGE, IAN	03/03/2023	R	40.00	March
607653	LAKESHORE LEARNING MATERIALS	03/03/2023	R	110.00	March
607654	LAKETOWN TOWNSHIP	03/03/2023	R	5,211.54	March
607655	LAULAINEN, JOHN	03/03/2023	R	160.00	March
607656	LEADENS, TOM	03/03/2023	R	82.00	March
607657	LONNES, BECKIE	03/03/2023	R	243.93	March
607658	MERRITT, REGAN	03/03/2023	R	60.00	March
607659	METRONET	03/03/2023	R	1,856.19	March
607660	MILLER, CAITLYN	03/03/2023	R	40.00	March
607661	MNAFEE	03/03/2023	R	375.00	March
607662	MNIAAA	03/03/2023	R	390.00	March
607663	MUGFORD, JOHN	03/03/2023	R	82.00	March
607664	NAHAN, SHELLY	03/03/2023	R	1,196.00	March
607665	NELSON PIANO SERVICE	03/03/2023	R	120.00	March
607666	NYGAARD, SCOTT	03/03/2023	R	284.00	March
607667	OFFICE OF MNIT SERVICES	03/03/2023	R	39.90	March
607668	OHM, CHRIS	03/03/2023	R	100.00	March
607669	OHM, CULLEY	03/03/2023	R	100.00	March
607670	ORIENTAL TRADING/FUN EXPRESS	03/03/2023	R	84.81	March
607671	PARTS CITY WACONIA	03/03/2023	R	116.99	March
607672	PERFORMANCE FOODSERVICE	03/03/2023	R	7,715.04	March
607673	PLANSOURCE BENEFITS ADMIN INC	03/03/2023	R	2,983.50	March
607674	PODRATZ, JERRY	03/03/2023	R	202.00	March
607675	RABE, CALEB	03/03/2023	R	120.00	March
607676	ROBBINS, ZACHARY	03/03/2023	R	60.00	March
607677	ROCK, PATRICK	03/03/2023	R	82.00	March
607678	ROEMHILDT, CHRISTIAN	03/03/2023	R	101.00	March
607679	ROTHSTEIN, NOLAN	03/03/2023	R	80.00	March

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607680	RUPP, ANDERSON, SQUIRES&WALDSPUR	03/03/2023	R	255.00	March
607681	RUSTAD, CHRIS	03/03/2023	R	167.00	March
607682	SANTAVY, KEVIN	03/03/2023	R	167.00	March
607683	SCHERBER, DREW	03/03/2023	R	82.00	March
607684	SCHMITT MUSIC	03/03/2023	R	112.45	March
607685	SCHOLASTIC BOOK FAIRS-15	03/03/2023	R	1,393.52	March
607686	SCHOOL SPECIALTY, LLC	03/03/2023	R	524.52	March
607687	SELZ, ROBERT	03/03/2023	R	82.00	March
607688	SGSA	03/03/2023	R	400.00	March
607689	SLFPF	03/03/2023	R	400.00	March
607690	SONNEK, JONATHAN	03/03/2023	R	180.00	March
607691	SOUTHWEST METRO INTERMEDIATE D	03/03/2023	R	336.84	March
607692	SOUTHWEST MN STATE UNIV	03/03/2023	R	3,300.00	March
607693	STATE MN DEPT OF PUBLIC SAFETY	03/03/2023	R	100.00	March
607694	STROM, JACKSON	03/03/2023	R	60.00	March
607695	SWAN, JENNIFER	03/03/2023	R	46.75	March
607696	THIELEN BUS LINES INC	03/03/2023	R	3,650.00	March
607697	THREE RIVERS PARK DISTRICT	03/03/2023	R	2,322.00	March
607698	TRINITY LUTHERAN SCHOOL	03/03/2023	R	2,180.00	March
607699	TRIO SUPPLY COMPANY	03/03/2023	R	1,698.63	March
607700	UNIVERSITY OF MN	03/03/2023	R	5,220.00	March
607701	VOIGT BUS SERVICE INC	03/03/2023	R	10,294.77	March
607702	WACONIA FORD MERCURY	03/03/2023	R	130.19	March
607703	WORTZ, TYLER	03/03/2023	R	696.00	March
607704	WOYNO, JAMES	03/03/2023	R	40.00	March
607705	WYATT, COLTON	03/03/2023	R	120.00	March
607706	WYATT, MICHAEL	03/03/2023	R	40.00	March
607707	YANKE, MICK	03/03/2023	R	82.00	March
607708	YOUTH FRONTIERS INC	03/03/2023	R	2,200.00	March
607709	AMAZON CAPITAL SERVICES	03/06/2023	R	5,324.35	March
607711	AFFINETY SOLUTIONS, INC	03/09/2023	R	710.00	March
607712	B & B SHEET METAL & ROOFING	03/09/2023	R	1,452.10	March
607713	BECKER'S	03/09/2023	R	329.09	March
607714	BSN SPORTS LLC	03/09/2023	R	2,388.12	March
607715	CAPITAL ONE TRADE CREDIT	03/09/2023	R	185.30	March
607716	CATALYST SOURCING SOLUTIONS	03/09/2023	R	359.99	March
607717	CDW GOVERNMENT	03/09/2023	R	810.00	March
607718	COLOGNE ACADEMY	03/09/2023	R	320.00	March
607719	COLONY PLAZA, INC	03/09/2023	R	152.18	March
607720	CONTINENTAL CLAY COMPANY	03/09/2023	R	90.19	March
607721	CULLIGAN BOTTLED WATER	03/09/2023	R	609.00	March
607722	CUREMAN TRUCKING & REPAIR, INC	03/09/2023	R	67,693.00	March
607723	GATEWAY MUSIC FESTIVALS & TOUR	03/09/2023	R	49,128.00	March
607724	GOLD MEDAL MPLS ML55	03/09/2023	R	595.05	March
607725	GREAT LAKES COCA-COLA DIST	03/09/2023	R	766.82	March
607726	GSL COMMUNITY ED	03/09/2023	R	60.00	March
607727	HAAS, CASEY	03/09/2023	R	82.00	March
607728	HENDRYCKS, PHIL	03/09/2023	R	720.00	March
607729	HILLYARD/HUTCHINSON	03/09/2023	R	131.28	March
607730	HOLT JR, JAMES	03/09/2023	R	82.00	March
607731	INDIANHEAD FS DISTRIBUTOR, INC	03/09/2023	R	16,126.99	March
607732	INNOVATIVE OFFICE SOLUTIONS LL	03/09/2023	R	18.78	March
607733	KIDCREATE STUDIO	03/09/2023	R	886.00	March
607734	LANGE, JEFF	03/09/2023	R	82.00	March
607735	LANO EQUIPMENT INC	03/09/2023	R	191.43	March
607736	LEE'S REFRIGERATION LLC	03/09/2023	R	175.00	March

CHECK NUMBER	CHECK VENDOR	CHE DATE	CHE TYP	AMOUNT	POST MONTH
607737	LFSA	03/09/2023	R	400.00	March
607738	LOGAN, JOHN	03/09/2023	R	101.00	March
607739	MARECK, BRENT	03/09/2023	R	101.00	March
607740	MID-COUNTY CO-OP	03/09/2023	R	243.80	March
607741	MINI BIFF LLC	03/09/2023	R	114.24	March
607742	MN SAFETY COUNCIL	03/09/2023	R	437.00	March
607743	NORTHWEST PASSAGE LTD	03/09/2023	R	3,400.00	March
607744	PARTS CITY WACONIA	03/09/2023	R	126.95	March
607745	PERFORMANCE FOODSERVICE	03/09/2023	R	850.31	March
607746	POEHLS, MASON	03/09/2023	R	60.00	March
607747	RACH, PATRICK	03/09/2023	R	82.00	March
607748	REGION 2AA	03/09/2023	R	1,403.00	March
607749	REGION 6AA	03/09/2023	R	3,165.00	March
607750	RIDGEWATER COLLEGE	03/09/2023	R	18,170.00	March
607751	RUPP, ANDERSON, SQUIRES&WALDSPUR	03/09/2023	R	344.50	March
607752	SIBLEY EAST COMMUNITY ED	03/09/2023	R	900.00	March
607753	SOUTHWEST METRO INTERMEDIATE D	03/09/2023	R	24,600.20	March
607754	ST JOHN'S UNIVERSITY	03/09/2023	R	7,959.63	March
607755	ST JOSEPH'S ATHLETICS	03/09/2023	R	280.00	March
607756	STORMS WELDING & MFG	03/09/2023	R	391.70	March
607757	TOWN & COUNTRY GLASS	03/09/2023	R	222.63	March
607758	TRIO SUPPLY COMPANY	03/09/2023	R	1,047.84	March
607759	UHL CO	03/09/2023	R	8,475.00	March
607760	VISTAR	03/09/2023	R	806.00	March
607762	YANKE, MICK	03/09/2023	R	82.00	March
607763	WACONIA EDUCATION ASSOCIATION	03/15/2023	R	13,099.00	March
607764	A H HERMEL COMPANY	03/16/2023	R	718.20	March
607765	AUDIO LOGIC SYSTEMS	03/16/2023	R	4,627.50	March
607766	AVIBEN	03/16/2023	R	250.04	March
607767	BIFFS, INC	03/16/2023	R	200.00	March
607768	BSN SPORTS LLC	03/16/2023	R	699.78	March
607769	CITY OF WACONIA	03/16/2023	R	115,335.68	March
607771	COUGHLAN COMPANIES LLC	03/16/2023	R	578.70	March
607772	EASTERN CARVER COUNTY SCHOOLS	03/16/2023	R	2,075.00	March
607773	EASTVIEW ATHLETIC ASSOC.	03/16/2023	R	375.00	March
607774	EDEN PRAIRIE SOFTBALL	03/16/2023	R	275.00	March
607775	FRANKLIN PRINTING INC	03/16/2023	R	866.44	March
607776	HAMMER SPORTS LLC	03/16/2023	R	270.00	March
607777	HOLTON ELECTRIC CONTRACTORS	03/16/2023	R	2,214.46	March
607778	HYLAND HILLS	03/16/2023	R	2,246.00	March
607779	INDIANHEAD FS DISTRIBUTOR, INC	03/16/2023	R	15,192.86	March
607780	INNOVATIONAL WATER SOLUTIONS I	03/16/2023	R	1,065.00	March
607781	ISD 727 BIG LAKE PUBLIC SCHOOL	03/16/2023	R	722.40	March
607782	LOFFLER COMPANIES	03/16/2023	R	4,516.53	March
607783	MAYER LUMBER CO, INC	03/16/2023	R	2,430.06	March
607784	MID-COUNTY CO-OP	03/16/2023	R	69.63	March
607785	MN CHILDREN'S MUSEUM	03/16/2023	R	620.00	March
607786	MN DEPT LABOR & INDUSTRY	03/16/2023	R	20.00	March
607787	MSBA	03/16/2023	R	1,265.00	March
607788	MUSIC MART	03/16/2023	R	440.00	March
607789	PICK A TIME	03/16/2023	R	870.40	March
607790	PMA ASSET MANAGEMENT, LLC	03/16/2023	R	167.07	March
607791	PRACTICAL BAKER INC.	03/16/2023	R	6,282.50	March
607792	RED WING GIRLS SB ASSOC.	03/16/2023	R	300.00	March
607793	RENNEBERG HARDWOODS INC.	03/16/2023	R	1,460.00	March
607794	SCENARIO LEARNING LLC	03/16/2023	R	3,793.50	March

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	POST AMOUNT	MONTH
607795	SCHMITT MUSIC	03/16/2023	R	66.56	March
607796	SIOUX EMPIRE BASEBALL ASSOC	03/16/2023	R	425.00	March
607797	SOUTHWEST METRO INTERMEDIATE D	03/16/2023	R	6,482.36	March
607798	STAPLES ADVANTAGE	03/16/2023	R	411.12	March
607799	STRIKE ZONE SPORTS LLC	03/16/2023	R	800.00	March
607800	THREE RIVERS PARK DISTRICT	03/16/2023	R	3,171.00	March
607801	TOTAL MECHANICAL SERVICES INC.	03/16/2023	R	3,980.75	March
607802	TRUE FRIENDS	03/16/2023	R	8,101.33	March
607803	UHL CO	03/16/2023	R	19,240.50	March
607804	UNITED FARMERS COOPERATIVE	03/16/2023	R	4,247.39	March
607805	UNIVERSAL ATHLETIC LLC	03/16/2023	R	169.99	March
607806	WEX BANK	03/16/2023	R	457.80	March
607807	WINSTED SOLAR LLC	03/16/2023	R	1,383.65	March
202200849	BLUE CROSS AND BLUE SHIELD OF	02/15/2023	W	330,484.72	February
202200851	EDUCATIONAL SUPPORT PARA UNION	02/15/2023	W	1,225.06	February
202200853	LIFE INS CO OF NORTH AMERICA	02/15/2023	W	4,138.90	February
202200859	ONEBRIDGE BENEFITS, INC.	02/15/2023	W	5,548.02	February
202200860	BLUE CROSS AND BLUE SHIELD OF	02/28/2023	W	337,799.58	February
202200862	EDUCATIONAL SUPPORT PARA UNION	02/28/2023	W	1,207.05	February
202200863	INTERNAL REVENUE SERVICE	02/28/2023	W	298,047.67	February
202200864	LIFE INS CO OF NORTH AMERICA	02/28/2023	W	7,438.94	February
202200865	MN CHILD SUPPORT PYMT CENTER	02/28/2023	W	112.50	February
202200866	MN DEPT OF REVENUE	02/28/2023	W	46,984.97	February
202200867	MN TEACHERS RETIREMENT ASSN	02/28/2023	W	161,618.58	February
202200868	PERA	02/28/2023	W	50,775.30	February
202200869	AVIBEN	02/28/2023	W	65,969.29	February
202200870	ONEBRIDGE BENEFITS, INC.	02/28/2023	W	5,548.02	February
202200871	SECURITY BANK & TRUST CO	02/28/2023	W	197.65	February
202200872	AUTHORIZE.NET	02/02/2023	W	173.65	February
202200873	AFFINETY SOLUTIONS, INC	02/10/2023	W	18,077.36	February
202200874	MN UNEMPLOY INS	02/10/2023	W	4,046.94	February
202200875	ONEBRIDGE BENEFITS, INC.	02/16/2023	W	1,016.00	February
202200876	BRI Parent, Inc	02/28/2023	W	338.50	February
202200877	PMA ASSET MANAGEMENT, LLC	02/28/2023	W	20.83	February
202200879	QUADIENT FINANCE USA, INC	02/24/2023	W	1,021.85	February
202200880	T-MOBILE	02/06/2023	W	842.31	February
202200881	XCEL ENERGY	02/27/2023	W	16,469.69	February
202200882	AT&T MOBILITY	02/06/2023	W	384.62	February
202200883	SPRINT WIRELESS	02/27/2023	W	580.39	February
202200887	INTERNAL REVENUE SERVICE	03/15/2023	W	286,392.31	March
202200889	MN CHILD SUPPORT PYMT CENTER	03/15/2023	W	112.50	March
202200890	MN DEPT OF REVENUE	03/15/2023	W	45,386.54	March
202200891	MN TEACHERS RETIREMENT ASSN	03/15/2023	W	158,618.14	March
202200892	PERA	03/15/2023	W	46,949.33	March
202200893	AVIBEN	03/15/2023	W	65,925.88	March
202200895	TARGET BANK	03/10/2023	W	926.34	March
202200897	ANDYMARK INC	03/10/2023	W	280.96	March
202200898	MAILCHIMP	03/10/2023	W	265.00	March
202200899	ALDI	03/10/2023	W	651.49	March
202200926	LITERACY RESOURCES LLC	03/10/2023	W	97.00	March
202200928	National Checking Company	03/10/2023	W	2,552.56	March
202200929	THREE RIVERS PARK DISTRICT	03/10/2023	W	106.25	March
202200930	AMERICAN SCHOOL COUNSELOR ASSN	03/10/2023	W	120.95	March
202200931	DOLLAR TREE	03/10/2023	W	135.00	March
202200932	TEACHERS SYNERGY, LLC	03/10/2023	W	152.00	March
202200934	AMERICAN BUTTON MACHIINES	03/10/2023	W	118.18	March

CHECK NUMBER	VENDOR	CHECK DATE	CHE TYP	AMOUNT	POST MONTH
202200935	TPRS BOOKS	03/10/2023	W	106.00	March
202200937	NAFME	03/10/2023	W	145.00	March
202200938	SPORTSENGINE INC	03/10/2023	W	749.00	March
202200939	MSCA-MN SCHOOL COUNSELORS ASSN	03/10/2023	W	120.00	March
202200942	REPUBLIC SERVICES	03/10/2023	W	6,615.22	March
202200943	NORTHERN TOOL & EQUIPMENT CO	03/10/2023	W	894.98	March
202200945	ALERUS CENTER	03/10/2023	W	1,260.00	March
202200946	WEBSTAIRANT STORE	03/10/2023	W	9,286.64	March
202200947	MN VALLEY ELECTRIC CORP	03/10/2023	W	23,113.97	March
202200950	EMAGINE WACONIA	03/10/2023	W	855.00	March
202200952	HOTWIRE	03/10/2023	W	258.90	March
202200957	SCIENCE MUSEUM OF MINNESOTA	03/10/2023	W	4,550.00	March
202200958	WACONIA CHAMBER OF COMMERCE	03/10/2023	W	60.00	March
202200959	BOOMERANG PROJECT	03/10/2023	W	3,475.00	March
202200962	DOMINO'S PIZZA	03/10/2023	W	22.47	March
202200963	VALLEY ATHLETIC ASSOCIATION	03/10/2023	W	15.95	March
202200964	BEST WESTERN SOUTH	03/10/2023	W	384.93	March
202200965	RICHFIELD BASEBALL INC	03/10/2023	W	400.00	March
202200967	DRAMATIC PUBLISHING	03/10/2023	W	955.00	March
202200969	GRAND SLAM SPORTS	03/10/2023	W	100.00	March
202200970	COUNTRY INN & SUITES	03/10/2023	W	5,542.68	March
202200971	RED RIVER PRESS INC.	03/10/2023	W	180.00	March
222300103	ALMQUIST, TERENCE	03/03/2023	A	75.00	March
222300104	SPARBY, PAUL	03/03/2023	A	40.20	March
222300105	TINGERHAL, NOREEN	03/03/2023	A	24.89	March
222300106	WOYNO, IVAN	03/03/2023	A	136.44	March
222300107	GERSICH, BRIAN	03/09/2023	A	20.00	March
222300108	SPARBY, PAUL	03/09/2023	A	77.64	March
222300109	WOYNO, IVAN	03/09/2023	A	319.91	March
222300110	JOHNSON, JILL	03/17/2023	A	34.00	March
222300111	THOMAS, MATTHEW	03/17/2023	A	32.00	March

Totals for checks 3,050,184.56

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
01	General	1,814,785.56	0.00	883,796.79	2,698,582.35
02	Food Service	64,903.07	0.00	170,279.76	235,182.83
04	Community Service	73,866.88	0.00	42,364.60	116,231.48
45	OPEB Irrevocable Trust Fund	0.00	0.00	187.90	187.90
***	Fund Summary Totals ***	1,953,555.51	0.00	1,096,629.05	3,050,184.56

***** End of report *****

5.B. Human Resource Items:

Presenter: Dr. Enid
Schonewise, Director
of Human Resources

**Waconia Public Schools
Independent School District No. 110
Waconia, Minnesota**

BOARD OF EDUCATION

Regular Meeting – March 27, 2023

AGENDA SECTION: APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS

AGENDA ITEM: Human Resources Recommendations

ITEM ADDED BY: Dr. Enid Schonewise, Director of Human Resources

Employment

Remer, Jill Replacement	Educational Assistant (SPED) 3 Hours/Day; 175 Days	WEC
Schalow, Judith Replacement	Language Arts Teacher Long-Term Substitute Attach K	WHS
Stackowitz, Katherine Replacement	Educational Assistant (SPED) 6.5 Hours/Day; 175 Days	BV

Employee Status Changes

Leaves of Absence

Bosch, Alan, Day Lead Custodian at SV
Hayes, Sue Ann, Educational Assistant (SPED) at SV
Kurtz, Roxanne, Assistant Head Cook at WHS
Mathwig, Daniel, Night Lead Custodian at WHS
Pierson, Carl, Social Studies Teacher at WHS

Extended Leave of Absence per Minnesota Statute Section 122A.46

Retirements/Resignations/Terminations

Culver, Dean, Custodial Cleaner at SV

Froehlich, Jennifer, Special Education Manager at ESC

Stier, Griffith, English/Language Arts Teacher at WLC

It is recommended that the ISD 110 Board of Education approve the above human resources actions as proposed.

5.C. Receipts of Donation

6. **REPORTS**

6.A. Student Representative Report

Presenter: Stella
Atkinson and Sam
Stanton

6.B. Administrative Presentation

6.B.1. Unified Basketball Tournament Host

Presenter: Paul
Tordoff, Director of
Student Services

District Unified Champion Schools

Monday, March 27, 2023



Introduction of Presenters

- Paul Tordoff, Director of Special Education
- Kari Klein, Special Education Teacher at Waconia High School and District Unified Lead
- Brady Aretz, Special Education Teacher at Waconia High School and Assistant Unified Lead (not present tonight).

What is Unified?

“Unified Schools give educators, students, administrators, and coaches the power to create a more inclusive world and help end the stigma around intellectual disabilities. This programming creates an environment where everyone feels welcome, valued, and included, both in school and in their local community.” (taken from Special Olympics MN website)

In District 110, Unified programs promote friendships, inclusion, acceptance, and overall happiness for ALL students. Our goal is to make inclusion a natural part of each student’s school experience. The natural part starts when we implement programming in preschool and elementary schools, and it naturally carries over into older students.

District Leadership

Each building has a Building Lead, as well as a Unified team. So much credit goes to the following individuals for their hard work in each building!

- Southview - Amanda Puelston & Kristie Dustin
- Bayview - Jamie Fredericksen & Aaron Ackermann
- Laketown - Megan Head
- Middle School - Lynessa Walters
- Early Childhood - Sara Linsley

Unified Champion Status

Waconia High School has been a Unified Champion School since the 2016-2017 school year.

In 2021-2022, Waconia Public Schools obtained the Unified Champion **District** status (4th in the state!) This means that all schools in the district obtained Unified Champion Schools status.

To become a Unified Champion School, you must have 3 components:

1. Inclusive Youth Leadership
2. Whole School Engagement
3. Unified Sports

Inclusive Youth Leadership

Inclusive Student Leadership is an all-embracing leadership club for every student. They gather to create social opportunities and lead their schools in the advancement of inclusion.

How does WHS participate?

- Mentors
- Student Council
- Unified Partners/pairs on Unified Leadership Board
- Unified Explorers course

Whole School Engagement

Whole School Engagement includes bullying prevention and inclusive promotion initiatives that reach entire school populations through engaging, inspiring, and optimistic events.

How do Waconia Schools participate?

- Spread the Word to End the Word campaign
- Unified Week
- Kindness Week
- Unified events at each school
 - Unified Sledding, Unified cookie decorating, Unified movie day (221+ students/staff), Polar Plunge & activities, Unified t-shirt sales

Unified Sports

Unified Sports combines students with and without intellectual disabilities on teams and encourages them to participate in inclusive sports training and competition.

How do Waconia Schools participate:

- Unified Bowling - year 1 complete in elementary/MS
- Unified Track & Field - starting year 1 in elementary/MS
- HS: Bowling, Track & Field, Basketball, Soccer
- Annual WHS Unified Basketball Invitational
 - 2023 - 380+ students & staff attending
 - Welcomed teams from: Delano, Dassel-Cokato, Orono, Watertown-Mayer
 - 2023 - welcomed Unified groups from all 3 elementary schools & middle school

Unified Courses at Waconia High School

In the spring of 2022, WHS piloted a Unified Explorers course.

- 4 week rotations of 3 teachers - Art, Industrial Tech, Science,

In 2022-2023 school year, WHS offered Unified Explorers all 3 trimesters

- Trimester 1
 - 3 week rotations of 4 teachers
- Trimester 2
 - 3 week rotations of 4 teachers
- Trimester 3
 - 1 Teacher all trimester

2022 Unified Track & Field



2023 Unified Basketball Invitational



Polar Plunge

2023 Polar Plunge

- More than 100 staff, students and family members from Waconia Public Schools plunged.
- Over \$45,000 raised for Special Olympics and to support Unified programs in Waconia!

2023 Polar Plunge



Questions/Comments

Thank you for your time!

6.C. Finance Report

Presenter: Ra Chhoth,
Director of Finance
and Operations

REVENUE & EXPENDITURE SUMMARY BY SOURCE, OBJECT SERIES & PROGRAM SERIES

WACONIA | February 28, 2023

REVENUE CATEGORIES			February 28, 2023							February 28, 2022		February 28, 2021	
	June 30, 2021	June 30, 2022	Revised Budget	Projected End Of Year	Received YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	Current YTD vs. PYTD	February 28, 2022	February 28, 2021	
STATE	38,867,352	40,345,099	40,283,293	39,577,885	20,269,093	20,014,200	50.32%	47.31%	51.60%	1,181,174	19,087,919	20,057,196	
FEDERAL	2,073,894	1,700,285	1,041,247	1,469,425	649,479	391,768	62.38%	0.64%	61.78%	638,615	10,863	1,281,288	
PROPERTY TAXES	7,225,981	8,137,678	9,684,690	10,532,151	5,943,281	3,741,409	61.37%	68.70%	46.16%	352,463	5,590,817	3,335,545	
LOCAL SALES, INS RECOVERY & JUDGEMENTS	9,456	324,630	0	0	0	0	0.00%	2.16%	113.77%	(7,000)	7,000	10,758	
SALE OF BONDS & LOANS	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0	
INCOMING TRANSFERS FROM OTH FUNDS	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0	
LOCAL (FEES, INTEREST, ETC.)	925,073	1,348,683	1,320,953	937,732	452,583	868,370	34.26%	50.74%	48.29%	(231,778)	684,361	446,719	
TOTALS	49,101,756	51,856,374	52,330,183	52,517,192	27,314,435	25,015,748	52.20%	48.94%	51.18%	1,933,475	25,380,960	25,131,506	

EXPENDITURES (OBJECT SERIES)			February 28, 2023							February 28, 2022		February 28, 2021	
	June 30, 2021	June 30, 2022	Revised Budget	Projected End Of Year	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	Current YTD vs. PYTD	February 28, 2022	February 28, 2021	
SALARIES & WAGES	27,567,826	29,139,361	30,316,238	30,388,911	16,478,707	13,837,531	54.36%	52.73%	53.85%	1,114,756	15,363,950	14,845,849	
EMPLOYEE BENEFITS	10,690,251	11,125,828	12,073,288	11,911,879	6,485,449	5,587,839	53.72%	55.26%	56.31%	337,239	6,148,210	6,019,680	
PURCHASED SERVICES	5,875,417	7,238,541	7,401,448	6,973,687	3,957,927	3,443,521	53.48%	58.00%	54.94%	(240,761)	4,198,689	3,228,023	
SUPPLIES	2,058,394	2,370,587	2,147,388	1,831,198	1,130,674	1,016,714	52.65%	58.54%	61.65%	(257,186)	1,387,860	1,269,053	
EQUIPMENT	1,194,593	1,213,965	1,284,743	1,125,658	943,908	340,835	73.47%	75.46%	92.30%	27,899	916,009	1,102,645	
DEBT SERVICE	205,445	120,056	122,287	113,978	95,137	27,150	77.80%	96.87%	67.33%	(21,164)	116,301	138,331	
OTHER EXPENDITURES	277,862	158,915	299,761	278,678	102,334	197,427	34.14%	62.46%	39.78%	3,078	99,255	110,537	
OTHER FINANCING USES	61,960	62,920	63,000	63,000	0	63,000	0.00%	0.00%	0.00%	0	0	0	
TOTALS	47,931,748	51,430,174	53,708,153	52,686,990	29,194,136	24,514,017	54.36%	54.89%	55.73%	963,861	28,230,275	26,714,118	

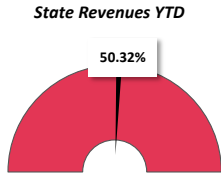
EXPENDITURES (PROGRAM SERIES)			February 28, 2023							February 28, 2022		February 28, 2021	
	June 30, 2021	June 30, 2022	Revised Budget	Projected End Of Year	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	Current YTD vs. PYTD	February 28, 2022	February 28, 2021	
SITE ADMINISTRATION	1,061,869	1,026,709	1,210,415	1,188,061	698,040	512,375	57.67%	65.59%	62.87%	24,663	673,377	667,594	
DISTRICT ADMINISTRATION	380,640	483,475	597,101	508,109	286,189	310,912	47.93%	51.70%	62.38%	36,228	249,960	237,424	
SUPPORT SERVICES	1,814,440	1,927,332	2,107,508	2,059,355	1,284,423	823,085	60.95%	63.60%	68.89%	58,653	1,225,771	1,249,877	
REGULAR INSTRUCTION	20,228,608	21,143,739	21,649,424	21,562,711	11,396,012	10,253,412	52.64%	50.29%	51.50%	761,972	10,634,040	10,418,397	
EXTRA-CURRICULAR ACTIVITIES	1,359,907	2,084,503	1,856,567	1,496,746	735,233	1,121,334	39.60%	39.18%	33.17%	(81,499)	816,732	451,075	
VOCATIONAL INSTRUCTION	584,005	457,850	552,670	539,016	268,732	283,938	48.62%	49.90%	50.64%	40,263	228,468	295,734	
SPECIAL EDUCATION	9,810,623	10,227,982	10,975,866	11,026,978	5,817,153	5,158,713	53.00%	51.47%	49.86%	552,614	5,264,539	4,891,429	
COMMUNITY SERVICES	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0	
INSTRUCTIONAL SUPPORT	3,098,230	3,806,134	3,816,979	3,678,979	2,223,699	1,593,280	58.26%	64.08%	66.10%	(215,200)	2,438,898	2,047,795	
PUPIL SUPPORT SERVICES	3,796,083	4,310,384	4,960,528	4,684,199	2,574,693	2,385,835	51.90%	57.59%	57.93%	92,229	2,482,463	2,198,935	
FACILITIES	5,278,542	5,588,880	5,382,095	5,392,021	3,485,434	1,896,661	64.76%	67.58%	71.70%	(291,571)	3,777,005	3,784,939	
OTHER FINANCING USES	518,801	373,186	599,000	550,816	424,530	174,470	70.87%	117.64%	90.77%	(14,492)	439,022	470,918	
TOTALS	47,931,748	51,430,174	53,708,153	52,686,990	29,194,136	24,514,017	54.36%	54.89%	55.73%	963,861	28,230,275	26,714,118	

REVENUE & EXPENDITURE SUMMARY BY SOURCE, OBJECT SERIES & PROGRAM SERIES

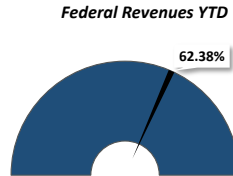
WACONIA | February 28, 2023

ACTIVITY - OTHER FUNDS						February 28, 2023	February 28, 2022	February 28, 2021				
	June 30, 2021	June 30, 2022	Revised Budget	Projected End Of Year	Received YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	Current YTD vs. PYTD	February 28, 2022	February 28, 2021
REVENUE												
FOOD SERVICE	3,131,241	4,529,928	4,714,950	3,260,579	473,281	4,241,669	10.04%	44.94%	72.88%	(1,562,606)	2,035,887	2,282,068
COMMUNITY EDUCATION	2,757,648	3,446,410	3,569,602	3,688,471	2,515,618	1,053,984	70.47%	66.30%	60.90%	230,764	2,284,854	1,679,533
CONSTRUCTION	24,033	0	0	0	0	0	0.00%	0.00%	100.00%	0	0	24,033
DEBT SERVICE	9,464,153	9,634,971	9,724,523	8,878,049	4,531,357	5,193,166	46.60%	46.29%	61.95%	70,956	4,460,401	5,862,675
TRUST	0	0	9,500	0	0	9,500	0.00%	0.00%	0.00%	0	0	0
CUSTODIAL	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
INTERNAL SERVICE	370,835	414,642	425,500	426,474	305,168	120,332	71.72%	66.02%	66.47%	31,429	273,740	246,490
OPEB REVOCABLE TRUST	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
OPEB IRREVOCABLE TRUST	52,573	(52,577)	209,000	231,297	37,527	171,473	17.96%	-9.47%	14.77%	32,550	4,976	7,763
OPEB DEBT SERVICE	248	0	0	(28)	(28)	28	0.00%	0.00%	85.46%	(28)	0	212
TOTALS	15,800,732	17,973,375	18,653,075	16,484,842	7,862,922	10,790,153	42.15%	50.41%	63.94%	(1,196,935)	9,059,857	10,102,773
EXPENDITURES						February 28, 2023	February 28, 2022	February 28, 2021				
	June 30, 2021	June 30, 2022	Revised Budget	Projected End Of Year	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	Current YTD vs. PYTD	February 28, 2022	February 28, 2021
EXPENDITURES												
FOOD SERVICE	2,195,386	2,769,635	3,300,837	3,240,197	1,911,381	1,389,456	57.91%	57.02%	53.83%	332,257	1,579,124	1,181,779
COMMUNITY EDUCATION	2,756,700	3,048,544	3,259,757	3,202,084	1,893,326	1,366,431	58.08%	59.94%	60.75%	66,110	1,827,216	1,674,684
CONSTRUCTION	(0)	0	0	0	0	0	0.00%	0.00%	100.00%	0	0	(0)
DEBT SERVICE	9,154,756	9,363,331	9,527,369	8,032,625	9,411,981	115,388	98.79%	100.00%	100.00%	48,650	9,363,331	9,154,756
TRUST	92,142	7,950	9,500	10,813	4,500	5,000	47.37%	56.60%	7.53%	0	4,500	6,943
CUSTODIAL	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
INTERNAL SERVICE	420,816	449,231	453,500	606,201	432,191	21,309	95.30%	64.74%	70.51%	141,372	290,819	296,715
OPEB REVOCABLE TRUST	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
OPEB IRREVOCABLE TRUST	291,426	232,432	367,500	169,624	1,315	366,185	0.36%	0.64%	0.06%	(170)	1,485	167
OPEB DEBT SERVICE	73,957	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
TOTALS	14,985,183	15,871,123	16,918,463	15,261,545	13,654,694	3,263,769	80.71%	82.33%	82.18%	588,218	13,066,476	12,315,044
SUMMARY - ALL FUNDS						February 28, 2023	February 28, 2022	February 28, 2021				
	June 30, 2021	June 30, 2022	Revised Budget	Projected End Of Year	YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	Current YTD vs. PYTD	February 28, 2022	February 28, 2021
SUMMARY												
REVENUE	64,902,488	69,829,749	70,983,258	69,002,033	35,177,357	35,805,901	49.56%	49.32%	54.29%	736,540	34,440,818	35,234,279
EXPENDITURES	62,916,931	67,301,297	70,626,616	67,948,534	42,848,830	27,777,786	60.67%	61.36%	62.03%	1,552,080	41,296,751	39,029,161
SPENDING VARIANCE	1,985,557	2,528,452	356,642	1,053,499	(7,671,473)	N/A	N/A	N/A	N/A	(815,540)	(6,855,933)	(3,794,883)

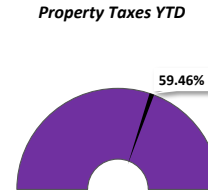
YTD % Received vs. PYTD % Received



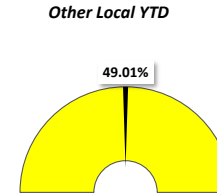
Prior YTD State Revenues
47.31%



Prior YTD Federal Revenues
0.64%



Prior Year to Date Property Taxes
68.91%



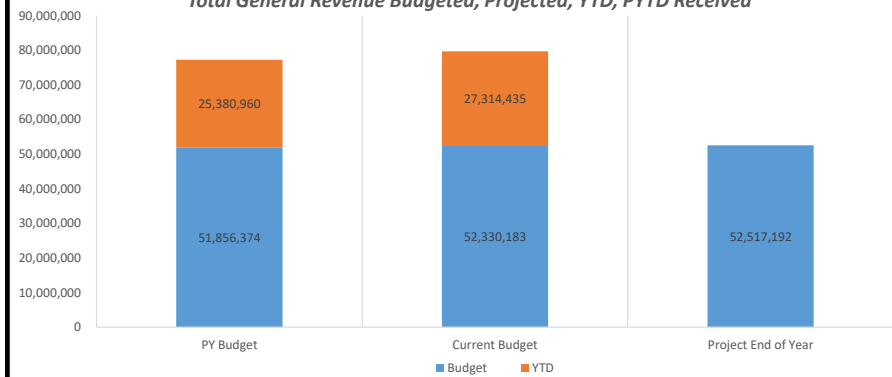
Prior Year to Date Local Revenues
44.58%

Top 5 Revenues Received YTD by Source Code 3

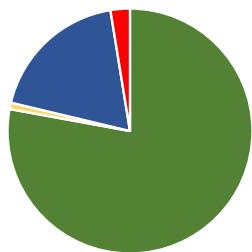
Variance from PYTD Received

	Current YTD	Variance vs. PYTD
1 Total STATE REVENUES	\$20,269,093	\$1,181,174
2 GENERAL EDUCATION AID	\$17,372,739	\$1,071,434
3 Total LOCAL REVENUES	\$6,395,863	\$120,685
4 PROPERTY TAX LEVY, GENERAL	\$5,703,887	\$298,042
5 STATE AID FOR SPECIAL EDUC	\$2,780,354	\$238,863

Total General Revenue Budgeted, Projected, YTD, PYTD Received

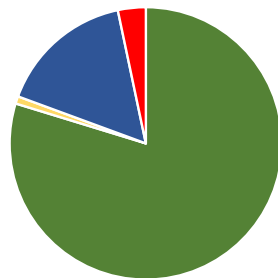


Current Year Revenue Budget



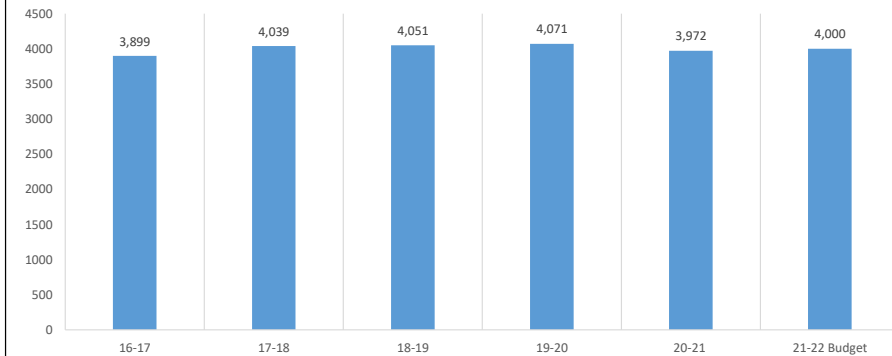
■ STATE ■ FEDERAL ■ PROPERTY TAXES ■ LOCAL

Prior Year Revenue Budget

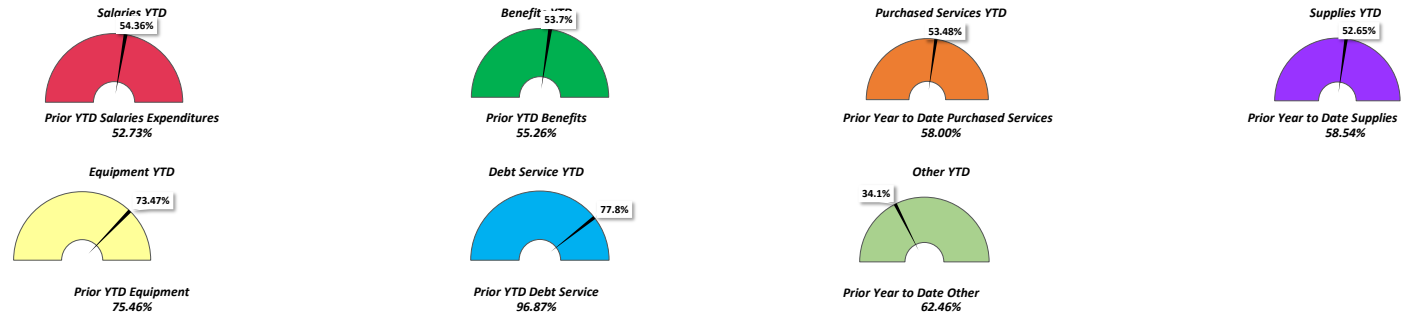


■ STATE ■ FEDERAL ■ PROPERTY TAXES ■ LOCAL

End of Year ADM History



YTD % Expenditures vs. PYTD % Expenditures

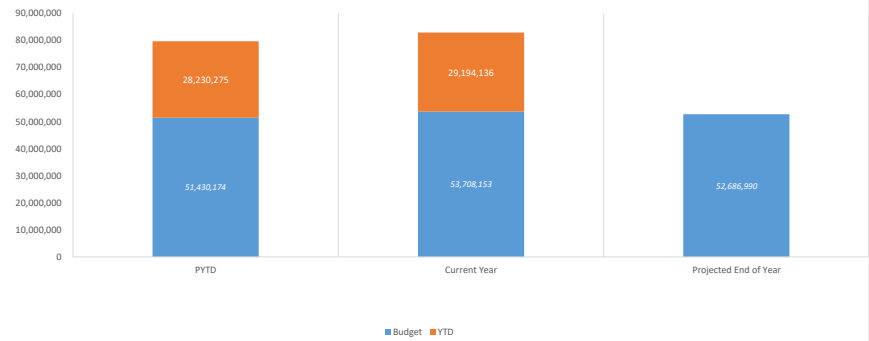


Top 10 Expenditures YTD by Object Code 3

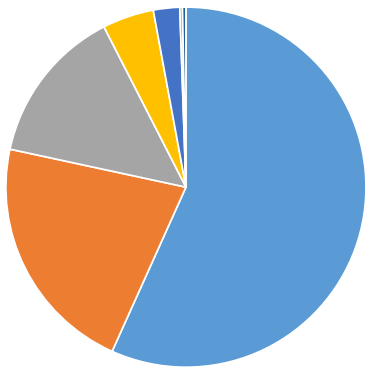
Variance from PYTD Received

	Current YTD	Variance vs. PYTD Received
1 TOTAL SALARIES AND WAGES	\$16,478,707	\$1,114,756
2 LICENSED CLASSROOM TEACHER	\$8,850,306	\$697,480
3 TOTAL EMPLOYEE BENEFITS	\$6,485,449	\$337,239
4 TOTAL PURCHASED SERVICES	\$3,957,927	-\$240,761
5 HEALTH INSURANCE	\$3,243,638	\$95,414
6 NON-INSTRUCTIONAL SUPPORT	\$1,974,193	\$942,482
7 TRANSPORT CONTR <=\$25,000	\$1,762,768	\$46,775
8 ADMINISTRATION/SUPERVISION	\$1,663,321	\$57,508
9 FICA/MEDICARE	\$1,194,512	\$82,829
10 TOTAL SUPPLIES	\$1,130,674	-\$257,186

Total General Expenditures Budgeted, Projected, YTD and , PYTD Expended

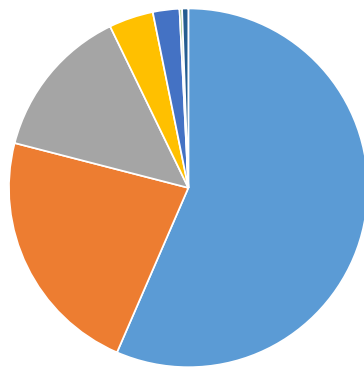


Prior Year Final



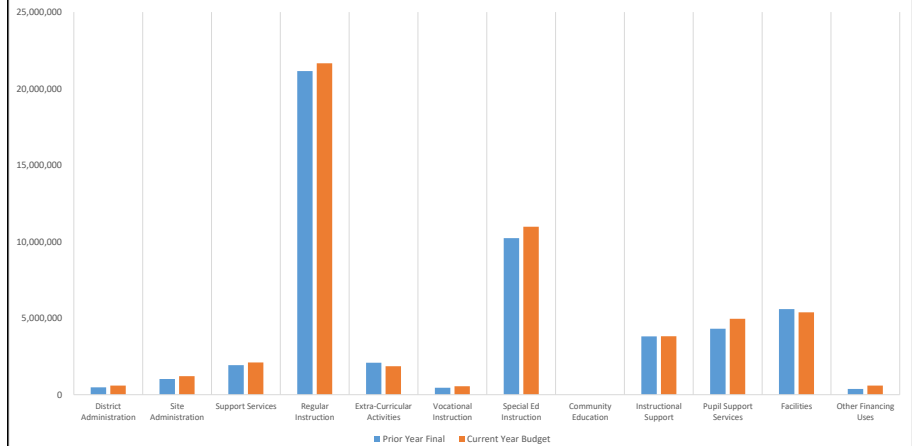
SALARIES, BENEFITS, PURCHASED SERVICES, GENERAL SUPPLIES, CAPITAL EXPENSES, DEBT SERVICE, DUES & OTHER

Current Year Budget



SALARIES, BENEFITS, PURCHASED SERVICES, GENERAL SUPPLIES, CAPITAL EXPENSES, DEBT SERVICE, DUES & OTHER

Prior Year Final and Current Budget by Program



WACONIA PUBLIC SCHOOLS

ENROLLMENT ANALYSIS

Fiscal Year 22-23

MONTHS REPORTED: **7**

REGULAR ED

BEG OF MONTH	REG K	HD-K	EC	PRE-K	HK	TOTAL K	GR 1	GR 2	GR 3	GR 4	GR 5	GR 6	GR 7	GR 8	GR 9	GR 10	GR 11	GR 12	TOTALS
SEP	210		64		35	245	294	284	290	265	319	313	340	300	350	336	361	336	4,097
OCT	201		79		41	242	291	279	287	267	313	310	336	297	347	335	351	332	4,066
NOV	202		80		41	243	294	278	289	266	313	309	339	296	346	335	351	333	4,072
DEC	200		89		42	242	294	278	288	267	313	308	337	297	348	332	351	338	4,082
JAN	201		96		42	243	292	278	288	266	313	309	337	298	344	331	350	340	4,085
FEB	196		104		45	241	291	277	288	264	312	308	336	297	346	330	349	339	4,082
MAR	193		101		48	241	291	279	288	264	311	308	335	298	345	329	349	339	4,078
APR						-													-
MAY						-													-
TOTALS	1,403	-	613	-	294	1,697	2,047	1,953	2,018	1,859	2,194	2,165	2,360	2,083	2,426	2,328	2,462	2,357	28,562
AVERAGE	200.4	-	87.6	-	42.0	242.4	292.4	279.0	288.3	265.6	313.4	309.3	337.1	297.6	346.6	332.6	351.7	336.7	4,080.3

EXTENDED TIME	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TUITION - OUT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

ALC

MONTH	REG K	HD-K	EC	PRE-K	HK	TOTAL K	Gr. 1	Gr. 2	Gr. 3	Gr. 4	Gr. 5	Gr. 6	Gr. 7	Gr. 8	Gr. 9	Gr.10	Gr. 11	Gr. 12	TOTALS
SEP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7.00	19.00	26.00
OCT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8.00	19.00	27.00
NOV	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9.00	17.00	26.00
DEC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2.00	9.00	15.00	26.00
JAN	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.00	10.00	13.00	26.00
FEB	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4.00	11.00	16.00	31.00
MAR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4.00	11.00	18.00	33.00
APR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
MAY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
JUN	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTALS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13.00	65.00	117.00	195.00
AVERAGE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.9	9.3	16.7	27.9
SEAT COUNT TO ADM ADJ. FACTOR	100%	100%	35%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	96%
ALC ADJUSTED ADM'S	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.9	9.3	16.7	27.9
AVG TOTALS	200.4	-	30.7	-	42.0	242.4	292.4	279.0	288.3	265.6	313.4	309.3	337.1	297.6	346.6	334.4	361.0	353.4	4,051.2

7. ACTION ITEMS

7.A. Approve Administrative Recommendations for
Adjustments in Curriculum, Programs, and Staffing
for the 2023-2024 School Year



Administration Budget Adjustments 2023-2024

Item	Description	Implications	Final Adjustment
1	Eliminate HumanX vendor	Eliminate HumanX program used to support hiring process, allocation training for hires to human resources department	\$10,000
2	Reduce School Board travel, public relations, postage, photos, board gifts	Reduce ads, utilize online content and consolidate into communications budget; adjust travel to reflect online learning; reduce costs of board gifts and photos	\$12,500
3	Business office professional learning, consulting, miscellaneous personal technology.	Reduce travel, and conferences for Skyward by utilizing webinar-based learning options. Reduce consulting for Site Logic Director of Finance onboarding and training.	\$8,135
4	Reduce Superintendent advertising, supplies, subscriptions, dues, and memberships	Consolidate into communications advertising, reduce purchases and association costs	\$5,500
5	Prorate usage fees to community education department for communications director	Prorate compensation for Communications Director for usage by Community Education Department	\$35,075
6	Allocate prorated usage fees to community education department for Mailchimp communications tool	Prorate for usage of communications tool by Community Education Department	\$1,590
7	Eliminate Social media freelance consulting	Eliminate compensation for freelancer as Director of Communications has assumed responsibility for managing ISD 110 social media.	\$4,800
8	Reallocation of district clerical position	Reallocation of district clerical position for School Nutrition and Community Education Department responsibilities including centralized enrollment	\$34,000
9	Pre-employment physicals	Reduce pre-employment physicals to mandated position physicals only	\$9,000
10	Reduce district printing	New process to eliminate physically printing guidebooks, available online only	\$1,000
	Restructure Teaching & Learning, Technology departments	Eliminate 2.0 FTE teaching and learning managers.	\$248,700
		Reconfigure and consolidate the Director of Technology and Director of Teaching and Learning positions into a Director of Education Services and Technology Coordinator.	\$65,000

11		<p>Reduce 3.5 from 6.5 FTE through consolidation of technology integration, instructional coaches, and deans of students into 2.0 FTE Teaching and Learning Specialists (elementary and secondary TOSAs) to assume tech integration support.</p> <p>Note 1: requires a new model for peer evaluation (PLC)</p> <p>Note 2: 1.0 of coaching positions will be condensed into deans for 2023-24 (COVID funds used for deans)</p>	\$203,700
12	Moratorium district administration performance payments	Moratorium on contract incentives/bonus for district administration (up to 3% of salary per)	\$20,000
Total			\$659,000



Instructional and Pupil Support Budget Adjustments 2023-2024

Item	Description	Implications	Final Adjustment
1	Reduce Infrastructure hardware & software	Move to a less expensive management system for our Apple devices; Move to a less expensive web filter; Predictions from past set-up costs; adjustments from budget to actual costs; replace GoGuardian	\$51,260
2	Reduce Neverland software, Screencastify, travel expenses, internet service (ISP) provider budget clean-up	Utilize free tools; Budget reduction for website and ISP (internet service provider), travel expenses alignment matches actuals for in district mileage (tech support)	\$21,000
3	Delay computer lab replacement	Delay replacement of WHS business education computer lab.	\$45,000
4	Reduce printers districtwide	Remove stand alone HP printers and utilize uniflow copiers for printing	\$5,000
5	Reduce 4.0 FTE ESP districtwide	Special Education ESP positions were periodically left unfilled this year due to applicants, meet student needs with current staffing level by increased efficiencies in scheduling and planning.	\$108,000
6	Reduce special education instructional budget by 35%	Reduce special education curriculum such as consumable workbooks, materials, and online subscriptions.	\$36,000
7	Reduce online supplemental subscriptions	Online subscriptions that are supplemental will not be renewed. Only online programs that accompany core curriculum will be maintained.	\$15,522
8	Reduce health services staff development, travel and supplies	Utilize free staff development opportunities to health staff via online resources resulting in decrease in travel expenditures and supplies.	\$3,700
9	Pre-K compensation for health service coverage and early childhood family education (ECFE) screening nursing time	Reimbursement for health services coverage Pre-K, ECFE screening will be covered internally with current staff.	\$9,120
10	Adjust District Health Manager supervision of health office at parochials	Health Services Manager currently supervises and oversees parochial school health coordination	\$5,000
11	Reduce travel, conferences, staff development subs, and outside consultants.	Some partnerships have ended (HumanEx, YMCA). Teaching and Learning will absorb the curriculum training for new teachers or teachers transitioning to a new grade level instead of hiring curriculum consultants.	\$27,191
12	Reduce District curriculum expenses including consumable workbooks for elementary and new curriculum allotment for middle school science	Consumable workbooks will be reduced (need to monitor to ensure no significant increase to copy costs.) Maximize efficiency in the implementation of new middle school science curriculum.	\$40,178

13	Reduce health associate coverage districtwide by 0.4 FTE	Reduce current health associate vacancy by 0.4 FTE, restructure current health services personnel to cover district buildings	\$17,080
Total			\$384,051



Operations and Maintenance Budget Adjustments 2023-2024

Item	Description	Implications	Final Adjustment
1	Reduce night crew custodial staff via attrition	Reduce 2.0 FTE custodian (1.0 FTE WHS, 1.0 FTE WMS) and reallocate responsibilities and increase efficiency. Note: open positions will not be filled.	\$95,000
2	Reduce additional summer support	Summer worker specific to community education programming shifted to community education as needed	\$4,000
3	Shift to internal mail delivery	Capture internal mail services back to staff in the district (has been piloted this year to prove model)	\$12,000
4	Prorate School Nutrition custodial expenses	Prorate custodian expense to food services fund for cost of services to serve meals	\$21,000
5	Prorate Community Education buildings and grounds expenses	Prorate buildings and grounds expenses to community education fund for related programming costs	\$16,000
6	Prorate Community Education materials (fertilizer) expenses	Prorate buildings and grounds fertilizer expense to community education fund for related programming costs	\$15,000
7	Increase operational efficiency and renegotiate contracts for services	Reduced cost for phone services, fire and sprinkler inspection fees, security system, travel expenses, maintenance contracts, water/sewer/garbage	\$65,200
8	Adjust budget for WMS generator	Adjust budget to match actual usage	\$8,500
9	Reduce custodial, maintenance, and grounds supplies and utilize cooperative pricing	Adjust priorities and utilize cooperative pricing for maintenance supplies, custodial cleaning supplies, grounds supply and repair, roofing projects, mechanical and site projects, interior surfaces, equipment purchases	\$212,250
10	Increase energy efficiency	Adjust interior temperatures / implement efficient energy controls by ensuring temperature schedules including evening setbacks	\$45,000
11	Reduce elementary custodian positions	Reduce 1.5 FTE custodian positions (0.5 FTE SV, 0.5 FTE BV, 0.5 FTE LT), lunch supervisors will provide lunch services, custodial services will be shifted to building-wide cleaning needs.	\$70,191
12	Reduce district custodian position	Reduce 1.0 FTE custodian, and reallocate responsibilities and increase efficiency.	\$45,571

Total	\$609,712
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Elementary Budget Adjustments 2023-2024

Item	Description	Implications	Final Adjustment
1	Lunchroom supervision chargeback	Chargeback of supervision for lunchroom to food services fund.	\$29,263
2	Reduce instructional and capital supply budgets	Reduce elementary instructional supply budgets by 20% and reduce elementary capital improvement budgets by 75%. Unaccounted for expenses may necessitate a request to the building PTO.	\$74,000
3	Eliminate elementary supply budget allocations for professional development, media books, library maintenance allocations	Eliminate 2023-24 allocation for elementary building level staff development accounts, library book allocations, and library maintenance allocations.	\$27,010
4	Eliminate elementary Spanish	Eliminate 3.0 FTE Spanish instruction for elementary. The elementary specialist rotation would move from a 4-day rotation to a 3-day rotation. Grade levels would combine 4 sections of students into 3.	\$224,241
5	Specialist restructure	Reduce 2.0 FTE Art, retain 0.5 FTE media (from Integration reductions). Restructure would result in 1 trimester of art instruction and 2 trimesters of Media Literacy/STEM instruction. Students would also have 30 minutes/week of increased classroom instructional time.	\$95,110
6	Educational assistant restructure	Reduce 2.5 FTE ESP positions. Remaining positions support adjusted responsibilities, including copy center, lunchroom supervision, and media center support.	\$64,000
7	Eliminate kindergarten education assistant position (BV)	The pending open 1.0 FTE EA position will not be filled at BV Elementary.	\$31,646
8	Eliminate 1 assessment window for elementary	FastBridge assessment will be given 2 times per year to monitor student learning instead of 3.	\$18,500
9	Increase class sizes grade 5 (BV, SV)	Reduce 2.0 FTE elementary teachers. Class sizes move from 27 in grade 5 to average size of 30.8.	\$226,236
10	Increase class sizes grade 4 (LT, BV, SV)	Reduce 3.0 FTE elementary teachers. Class sizes move from 24 in grade 4 to average size of 31.6.	

11	Restructure band instruction	<p>Reduce up to 1.0 FTE band instruction.</p> <p>Tier 1: Reduce 0.5 FTE band teacher due to a structural shift of not pulling students out of core classes for 5th-grade band. The resulting shift in model would increase core instruction time for 80% of the 5th-grade students. Limiting the reduction to tier 1 would allow the 5-12 instrumental program to closely mimic current programming.</p> <p><i>Tier 3: Reduce additional 0.5 FTE band teacher. The structural shift for tier 1 would still occur, but there would be an additional reduction in staffing from middle school and high school, resulting in reduced lesson frequency and increased class sizes at the secondary level.</i></p>	\$27,648
12	Elimination of elementary intervention ESPs	Reduce two positions totaling 11 hours of ESPs providing intervention support. Intervention time would be impacted for some students needing additional support. Grade levels would attempt to utilize WIN time to help support these students.	\$37,000
13	<i>Increase class sizes grade 3 (BV, SV)</i>	<i>Reduce 2.0 FTE elementary teachers. Class sizes move from 24.5 in grade 3 to average size of 32.7 OR displace some 3rd grade students to LT to balance classes that net average of 30.5.</i>	
Total			\$854,654



Secondary Budget Adjustments 2023-2024

Item	Description	Implications	Final Adjustment
1	WHS lunchroom supervision chargeback	Chargeback of supervision for lunchroom to food services fund.	\$112,258
2	WMS lunchroom supervision chargeback	Chargeback of supervision for lunchroom to food services fund.	\$59,402
3	Reduce PreAct and ACT assessment costs	Offer PreACT for grade 10 only (instead of 9 and 10), grade 11 students opting for ACT administration window pay for assessment	\$19,352
4	Reinstitute fees for student parking at Waconia High School	Reinstitute charge for student parking in line with other high schools, \$50/trimester or \$150/year	\$40,000
5	Reduce WHS instructional supply budgets	Reallocating of funds along with a 10% reduction of all instructional budgets, reduce WLC copier allocation, postpone new purchase of MC library books for one year.	\$44,775
6	Reduce WMS Instructional and Capital budget allocations	10% reduction in supplies and capital purchases	\$13,080
7	WMS media center book costs	Postpone purchase of new media center book purchases.	\$4,518
8	Reduce summer day allocations for WHS counselors	Prioritize tasks and and reallocate scheduling duties to administration where needed.	\$12,000
9	Eliminate media center ESP position-High School	Reduce 1.0 FTE ESP position, allocate responsibilities to learning lab ESP	\$29,902
10	Eliminate WMS security position	Eliminate 0.5 FTE security monitor position at WMS; Note: currently vacant position will not be filled	\$18,000
11	Eliminate WHS security position	Eliminate 1.0 FTE security monitor position at WHS	\$45,817
12	Rightsize staffing for WLC	Reduce 1.0 FTE teaching positions at WLC based on declined enrollment (loss of partner district in 2022-23)	\$58,200
13	Reduce WMS ESP media assistant	Reduce 0.5 FTE media assistant. Student guidance/support and media tasks absorbed by 0.5 media specialist or volunteers	\$7,507
14	Eliminate work experience overloads	Work experience can be completed within current staffing (reduction to Transitions program)	\$15,000
15	Eliminate part time WMS math support ESP	Eliminate 0.5 FTE ESP position for additional general education math support. Support can be provided during dedicated WIN time with classroom teachers.	\$11,783
16	Reduce WMS technology support ESP	Reduce position to half-time reduction in technology support to students and staff	\$15,000

17	WMS restructure	<p>Reduce 7.0 FTE teaching positions. Impact includes:</p> <ul style="list-style-type: none"> * Reduce core teachers' collaborative planning time * Revised model will have 4 core periods and 2 exploratory periods averaging 52 minutes in length * Advisory classes 25 minutes in length will continue * Reduce 1 exploratory period in daily schedule * Eliminate Spanish and French in grades 6 and 7 due to drama, art, and music options required for the new MDE fine arts standard * Eliminate grade 8 French, Spanish elective course remains an option (8th grade) * Require music grades 6-8, students continue to have option for full-year, every other day band and choir * Increase instructional minutes by offering full-year social studies and science (34% increase) * Reduce instructional minutes in math and ELA (17% reduction) * Shift a portion of 7/8 health instruction to FACS and/or connect advisory * Reduce grade 6 PE from daily to every other day * Results in choices in classes for STEM, FACS, Industrial Technology, and Art * Minimal impact on class sizes 	\$407,400
18	Increase student to staff ratio at WMS	<p>Reduce 5.0 FTE WMS teaching positions which result in increases to some class sizes, including:</p> <ul style="list-style-type: none"> * Core classes in grade 6 increase from an average of 27.6 to 30.1 * Core classes in grade 7 increase from an average of 27.6 to 30.4 * Core classes in grade 8 increase from an average of 26.9 to 30.1 <p>Note: class sizes in Math and Language Arts are on average 1 to 2 students lower due to students with individualized pull out classes.</p>	\$291,000
19	Increase student to staff ratio at WHS	<p>Reduce 7.0 FTE WHS teaching positions which result in increases to some class sizes, including:</p> <ul style="list-style-type: none"> * Language Arts classes increase from an average of 26.8 to 30.4 * Math classes increase from an average of 26.3 to 29.5 * Science classes increase from an average of 28.3 to 28.6 * Social Studies classes increase from an average of 29.1 to 30.5 <p>Note: decisions on elective course offerings will follow past practice such that course offerings and sections are determined by student enrollment. Offerings have not been cut nor removed based on budget.</p>	\$472,308
Total			\$1,677,302



Athletics and Activities Budget Adjustments 2023-2024

Item	Description	Implications	Final Adjustment
1	Budget reclass for edible classroom	Edible classroom salary removed from activities budget in place of more appropriate food services budget	\$10,534
2	Budget clean-up for WMS yearbook, international club, athletic consulting fees	Duplicate advisor stipends, soccer consult misplacement of fee	\$3,747
3	Shift WMS programming to community education model, supported based on advisor, participant and program interests and enrollments	Reduce WMS activities and attendance clerical ESP	\$20,819
		MS Track and Field coaches, officials, transportation, etc.	\$13,868
		MS Spring Musical	\$7,313
4	Establish fees for WMS club participation	Addition of a \$20 per trimester participation fee for science, drama, art, math league to support cost of supplies and stipends	\$6,900
5	Establish fees for WMS ensembles	Addition of a \$20 per trimester participation fee for music ensembles including Jazz Bands, Percussion Ensemble to support cost of supplies and stipends	\$7,150
6	Eliminate WMS club supply budgets	Elimination of club budgets to align with WHS clubs	\$3,480
7	Reduce WHS club supplies, entry fees, transportation	Reduce club supply budgets, reduce entry fees and transportation	\$1,750
8	Increase MS participation fee by \$80	Fee increase grade 7 and 8 cross country participation fee to match cost of WHS	\$4,000
9	Establish fee for WHS off season strength and conditioning program	Addition of a participation fee of \$50/seasons (off season participation)	\$7,500
10	Eliminate state tournament housing/meals budget	Programs would need to seek fundraising and/or booster support for state housing if they stay overnight and the \$10 per meal per student fees	\$9,067
11	Eliminate Science club and knowledge bowl	Programs proposed for elimination due to lack of participation. Eliminates cost for advisor, transportation, entry fees.	\$9,087
12	Increase WHS participation fees, will be in line with other district fee comparisons	Increase participation fees for football and hockey from \$250 to \$275	\$4,525
		Increase participation fees for all sports (except lacrosse, football, hockey) from \$200 to \$250	\$45,850
		Increase participation fee for WMS fall play from \$85 to \$100, add participation fee for crew of \$25	\$2,550
		Increase participation fee for Robotics from \$80 to \$200	\$3,600

		Increase participation fee for Jazz bands from \$80 to \$200	\$6,120
		Increase participation fee for DECA from \$80 to \$200	\$3,600
		Addition of a participation fee for high school clubs of \$25 (applies to clubs with paid advisor)	\$9,375
		Addition of a participation fee for crew for fall musical, spring play of \$25	\$1,100
13	Increase prices of WMS and WHS yearbooks	Increase price of WMS yearbook by \$4/book, increase price of WHS yearbook by \$15 (revenue to defer cost of advisor stipends)	\$14,665
14	Delay purchase of athletic uniforms	Delay purchase of new uniforms for one year	\$25,000
15	Reduce assistant coaching positions, ratios more in line with peers	Reduce 1.0 assistant coach girls basketball (HS)	\$5,392
		Reduce 1.0 assistant coach boys and girls golf (HS)	\$4,883
		Reduce 1.0 assistant coach WHS baseball (9th grade)	\$3,316
		Reduce 1.0 coach boys cross country (MS)	\$3,339
		Reduce 1.0 coach girls cross country (MS)	\$2,826
		Reduce 1.0 coach girls swim and dive (MS)	\$3,391
		Reduce 1.0 coach wrestling (MS)	\$4,521
		Reduce 1.0 coach gymnastics (MS)	\$4,752
		Reduce 1.0 coach dance team (MS)	\$3,693
		Reduce 2.0 assistant coaches dance team (HS)	\$9,499
		Reduce 1.0 assistant coach football (HS)	\$4,750
		Reduce 1.0 assistant coach volleyball (HS)	\$5,652
		Reduce 1.0 assistant coach boys hockey (HS)	\$5,652
		Reduce 1.0 assistant coach girls hockey (HS)	\$6,217
Reduce 1.0 assistant coach softball (HS)	\$3,869		
		Reduce 2.0 assistant coaches Track (HS)	\$9,098
16	Reduce athletic equipment budgets	Minor adjustments for athletics equipment purchases	\$4,358
17	Reduce athletic team entry fees	Minor adjustments for athletic tournament fees	\$2,000

Total			\$308,808
--------------	--	--	------------------



Totals	
Administration	\$659,000
Instructional & Pupil Support	\$384,051
Operations and Maintenance	\$609,712
Elementary	\$854,654
Secondary	\$1,677,302
Athletics and Activities	\$308,808
Compensatory Funds Utilized (reduce class sizes)	\$225,000
Total	\$4,718,527

7.B. 2023 Employee Insurance Renewal

Presenter: Dr. Enid
Schonewise, Director
of Human Resources

Waconia Public Schools
Independent School District No. 110
Waconia, Minnesota
BOARD OF EDUCATION

Regular Meeting March 27, 2023

AGENDA SECTION: Action Item
AGENDA ITEM: 2023 Employee Insurance Renewal
ITEM ADDED BY: Enid Schonewise, Director of Human Resources

Due to the Health Insurance Transparency & Accountability Act passed in the 2014 Legislative Session, the District was required to request bids for health insurance this year.

The school district’s Insurance Advisory Committee meets regularly during the school year to help ensure that the district’s insurance benefits meet the needs of district employees. The Insurance Advisory Committee is composed of employee representatives from various employee groups and locations throughout the school district. The committee recently went through the insurance renewal process.

The Insurance Advisory Committee received original bids from Blue Cross/Blue Shield (BCBS), Medica, United HealthCare and PEIP on January 27, 2023.

The committee requested best and final offers from BCBS and Medica.

Final bids were then reviewed by the Insurance Advisory Committee on February 23, 2023.

The Waconia Public Schools Insurance Advisory Committee recommends the following.

<u>TYPE</u>	<u>CARRIER</u>	<u>PLAN</u>	<u>% CHANGE</u>
Health	BCBS-Aware network	\$0 deductible, \$20 Copay	12.9%
Health	BCBS-Aware network	\$500 deductible	12.9%
Health	BCBS-Aware network	\$1,750 deductible	12.9%
Dental	Delta Dental	Self-insured	8%

The BCBS renewal proposal includes no plan changes and a cap of 9.9% in the second year, July 1, 2024 - June 30, 2025. The 8% increase from Delta Dental includes out-of-network claims being paid at 50th percentile and electronic Summary Plan Descriptions (instead of paper).

There will be open enrollment in the Spring and the renewal would begin on July 1, 2023.

7.C. Site Logic Contract

Presenter: Ra Chhoth,
Director of Finance &
Operattions

Agreement for Facility Planning

Brian Gersich
 Waconia School District
 512 Industrial Blvd.
 Waconia, MN 55387

Kevin Thueringer
 SitelogIQ, Inc.
 80 South 8th Street, Suite 1850
 Minneapolis, MN 55402

March 27, 2023

SitelogIQ agrees to undertake a detailed Facility Plan (as defined below) of Waconia School District's facilities:

Facility	Address	City	Sq. Ft.	Age
Waconia High School	1650 Community Dr.	Waconia	395,000	23
Waconia Middle School	1400 Community Dr.	Waconia	235,000	19
Bayview Elementary	24 S. Walnut St.	Waconia	90,919	46
Laketown Elementary	960 Airport Road	Waconia	86,000	6
Southview Elementary	225 W. 4 th St.	Waconia	85,000	43
Educational Services Center	512 Industrial Blvd.	Waconia	42,404	33
Southview Storage	225 4 th St. West	Waconia	480	14
Bayview Storage	24 S. Walnut St.	Waconia	5,248	14
Sr. High Storage (Middle School)	1400 Community Dr.	Waconia	2,904	14
Clearwater Storage	1650 Community Dr.	Waconia	9,190	14
Waconia Learning Center	1800 Community Dr.	Waconia	11,000	6
Southview Transition Center	416 Willow Place South	Waconia	2,108	100
District Totals/Averages			965,253	332

The "Facility Plan" is a comprehensive set of documents intended to furnish Waconia School District (District) with study findings, conclusions, alternatives, and recommendations which would assist the District's leadership in fashioning a comprehensive plan of action intended to achieve enrollment stability and growth, improve learning environments, and enhance effectiveness, efficiency, and cost/effectiveness of the District's operations.

This Facility Plan involves surveying and documenting current operational and physical conditions and deficiencies evident in the above-referenced buildings. The information documented in the Facility Plan will be gathered primarily through field observation and supplemented by evaluation of existing information and discussion with District personnel. The survey will review the appearance, condition, and current uses of the buildings.

This data is used to determine the feasibility and cost of infrastructure replacement/enhancement, facility renovation/remodeling, reallocation, and/or expansion. The process includes a review of available existing floor plans and walk-through of all the buildings.

The Facility Plan explores conditions and deficiencies in sixteen important areas, which are outlined on the next page.

A	Accessibility	This section addresses the conformance of the facility to the intentions of accessibility requirements with focus on the following issues: accessible parking, an accessible route to the main entrance, ability to attain all levels of the facility, and access to each teaching space.
C	Controls and Energy Management	This section documents the existing controls and energy management systems, components, and their known deficiencies.
E	Electrical Systems	This section documents the existing electrical systems and components, and their known deficiencies.
EQUIP	Capital Equipment/Assets	This section documents the existing capital equipment and assets, and their known deficiencies.
EXT	Exterior Envelope Including Roofing	This section documents the existing exterior building envelope and roofing, including information supplied by the District.
G	Grounds, Site, and Surroundings	This section documents the existing site and its surroundings.
HAZ*	Hazardous Materials	This section covers the information provided by the District concerning asbestos materials present and any lead in paint coatings.
INT	Interior Spaces and Finishes	This section documents the existing physical condition of the interior spaces and finishes within the facility.
LS	Life Safety Systems	This section explains existing life safety and code deficiencies as noted and as discovered during field observation.
M	Mechanical Systems	This section documents the existing mechanical systems and components, and their known deficiencies.
P	Plumbing Systems	This section documents the existing plumbing systems and components, and their known deficiencies.
PROG	Programmatic / Educational Adequacy Enhancements	This section consists of facility programmatic and deficiency issues as addressed by the various facilities' site administration and staff.
S	Electronic Security Systems	This section documents the existing electronic security systems and components, and their known deficiencies.
T	Technology Systems – Non-Instructional	This section documents the existing technology systems and components, and their known deficiencies. It covers only non-direct instructional technology infrastructure for the various buildings.
U	Utility Service Improvements	This section documents opportunities for operational cost reduction associated with enhancements to the facilities' utility services.
V	Ventilation / Dehumidification Systems	This section documents the existing ventilation systems and components, and their known deficiencies.

*SiteLogIQ shall rely upon hazardous materials reports provided by the School Corporation and the School Corporation's hazardous material services provider. SiteLogIQ will conduct a visual inspection and notify the School Corporation of recommended hazardous materials investigation only to the extent a future project may require hazardous materials abatement. SiteLogIQ's visual inspection and recommendations may not encompass all of the School Corporation's facilities.

The District shall enter a long-term partnership with SiteLogIQ and implement the identified energy conservation measures and facility measures, provided that SiteLogIQ meets the following objectives:

Energy Optimization Study Objectives

- 1) Provide an energy efficiency analysis identifying energy conservation measures and other facility improvement measures.
- 2) Provide a description of the operating and maintenance procedures that will affect and reduce the energy and operating costs of the facilities and well as identify any calculated energy and operational savings.
- 3) Provide a list of alternative utility procurement strategies that will reduce the unit cost of utilities at the facilities.
- 4) Provide a list of estimated costs to implement the identified energy conservation and facility improvement measures.
- 5) Assist the District in developing all documentation required by the Minnesota Department of Education (MDE).
- 6) Provide financial analyses that include funding and financing options for various project scopes demonstrating how the cost for identified energy conservation and facility improvement measures will be paid for.
- 7) Work with the District to prioritize needs.
- 8) Conduct scope and financial workshops as necessary to define the Energy Efficiency Plan.

Long-Term Facility Maintenance Study Objectives

- 1) All the items in the **Energy Optimization Study**, plus:
- 2) Provide MDE required testing and measuring of indoor air quality condition and assist the District in developing the required Indoor Air Quality Plan.
- 3) Perform a non-destructive visual inspection of each facility to identify systems-level deficiencies and life-cycle conditions.
- 4) Review, document, and photograph physical condition deficiencies.
- 5) Inventory all major building equipment including quantity, size, asset tag number, manufacturer, model, and serial number.
- 6) A narrative summary of the facility and building system shall be documented in addition to a quantitative information.
- 7) Categorization of immediate, short-term, and long-term capital repair and replacement requirements with project timelines to include:
 - a) Assessment of current structural conditions of District-owned/operated buildings and grounds including playgrounds, detached structures, and athletic facilities.
 - b) Identification of major repairs which require immediate undertaking (present-five years out).
 - c) Estimate of likely cost of necessary immediate repairs.
 - d) Identification of major repairs which will likely be necessary in the foreseeable future.

- e) Estimate of likely costs of the long-term repairs.
- f) Assessment of current mechanical systems and components thereof.
- g) Assessment of the functioning condition of each system and the components thereof.
- h) Estimation of the likely cost of repairing each system and/or components thereof.
- 8) Provide individual cost tables and digital photographs to document the deficient conditions at each property.
- 9) A twenty-year capital plan with an executive summary with graphic presentation of results to provide a quick, user-friendly summary of the properties including observed condition and estimated costs assigned by category.
- 10) A complete equipment inventory for each system to be imported into the District's maintenance program.
- 11) Assist the District in developing all documentation required by MDE.
- 12) Provide financial analyses that include funding and financing options for various project scopes demonstrating how the cost for identified facility improvement measures will be paid for.
- 13) Work with the District to prioritize needs.
- 14) Conduct scope and financial workshops as necessary to define a Long-Term Facility Maintenance (LTFM) Plan.

Master Planning Objectives

Space and Programming Needs Assessment

SitelogIQ shall conduct interviews with designated District representatives to elicit individual perspectives of problems needing solutions and observations of past, current, and expected future operational and facility needs and deficiencies. The District will provide SitelogIQ with economic growth information already collected under a separate project for planning purposes.

- 1) Identify the nature of work performed in or function of each workspace.
- 2) Identify security issues and concerns and ways they can be addressed (cameras, secure entrances, fire and equipment alarms, building monitoring, etc.).
- 3) Assess whether the space is currently adequate given the nature of the work performed therein or the function thereof.
- 4) Assess whether the space will be adequate into the foreseeable future given the nature of the work performed therein or function thereof and the possible expansion of the work or the number of employees performing such work.
- 5) Assess each facility's exterior features that support the facility on its site, including public and entry access, on-site storage, and vehicle accommodations.
- 6) Assess ADA compliance and public accessibility to District facilities.
- 7) Forecasts for school growth and space needs.
- 8) Critical adjacencies between and within Schools.
- 9) Desired support areas, amenities, and opportunities for increased public use of District facilities.

10) School security and safety needs.

District Long-Range Facility Plan

- 11) Facilitate a process to gain consensus among the District stakeholders on a preferred master plan strategy or group of strategies.
- 12) Using the assessment information, provide a Facility Plan which takes into consideration the District’s anticipated future needs for space and the organizational use of such space, including development or use of space not currently owned, operated or used by the District, if such additional space is deemed necessary to the cost effective and efficient operation of the District.
- 13) Develop a short-term, mid-term, and long-term sequence of events establishing the necessary stages of design, construction, redevelopment, and/or remodeling activity, as the case may suggest, for the preferred strategy taking into consideration the need to maintain services and operations throughout implementation.
- 14) Enter the results of planning into a cloud-based database.

Fee and Development Cost

If SitelogIQ is unable to deliver a Facility Plan that reasonably meets the aforementioned objectives, the District will have the option to cancel this agreement and will incur no cost.

In contrast, if SitelogIQ delivers a Facility Plan that reasonably meets the aforementioned objectives and the District elects not to enter into an agreement with SitelogIQ to implement the Facility Plan, the District will pay SitelogIQ the amounts identified in the following table which are inclusive of all services contemplated under this Agreement For Facility Planning including, without limitation, design professional fees.

				Fees (\$/Sq. Ft.)
Building Name	Actual Age	Sq. Ft.	Building Type	Master Plan
Waconia High School	23	395,000	High School	\$0.09
Waconia Middle School	19	235,000	Middle School	\$0.09
Bayview Elementary	46	90,919	Elementary School	\$0.09
Laketown Elementary	6	86,000	Elementary School	\$0.09
Southview Elementary	43	85,000	Elementary School	\$0.09
Educational Services Center	33	42,404	Educational Services Center	\$0.09
Southview Storage	14	480	Storage	\$0.09
Bayview Storage	14	5,248	Storage	\$0.09
Sr. High Storage (Middle School)	14	2,904	Storage	\$0.09
Clearwater Storage	14	9,190	Storage	\$0.09
Waconia Learning Center	6	11,000	Learning Center	\$0.09
Southview Transition Center	100	2,108	Transition Center	\$0.09

Totals

965,253

\$86,872.77

In either of the aforementioned events, all data, reports, assessments and alike remain the work product and property of SitelogIQ.

If after reviewing the Facility Plan, the District enters into any agreement with SitelogIQ to implement the proposed recommendations and the total program cost equals or exceeds \$1,000,000, the actual Development Cost for the Facility Plan analysis will be included in, but not added to, the total program cost.

If after reviewing the Facility Plan, the District enters into any agreement with SitelogIQ to implement the proposed recommendations and the total program cost is below \$1,000,000, the actual Development Cost for the Facility Plan analysis will be added to the total program cost.

Ownership of Work Product

SitelogIQ and the District agree the work product created by this Agreement for Facility is proprietary information and may be copyrighted by SitelogIQ. The District shall not sell, share, or distribute the work product created under this Agreement for Facility Planning to any party, individual, or entity without the written consent of SitelogIQ. Unless otherwise agreed, the District has no right or title to the work product and shall not use the work product for any purpose other than in connection with this Agreement or another agreement with SitelogIQ.

Indemnification

SitelogIQ and the District shall each defend, indemnify, and hold the other harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, resulting from death or bodily injury or damage to property of the other or third parties, to the extent caused by the sole negligence or willful misconduct of their respective employees or other authorized agents in connection with their activities with the scope of the Agreement for Facility Planning. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the negligence, gross negligence, or intentional misconduct of the other party. If the parties are both at fault, then the obligation to indemnify shall be proportional to their relative fault as determined by (a) agreement of the parties, (b) a jury or court, (c) a third party neutral, or (d) any other mutual agreed upon process. The District agrees to defend, indemnify, and hold SitelogIQ harmless with respect to strict liability under environmental laws as permitted by Minnesota Statutes section 337.02. The duty to indemnify and defend will continue in full force and effect, notwithstanding the expiration or early termination of the Agreement for Facility Planning, with respect to any claims based on facts or conditions which occurred prior to expiration or termination. Notwithstanding any provision to the contrary herein, neither party shall be liable to the other for any special, indirect, consequential, or punitive damages.

Limitation of Liability

SitelogIQ's total liability to the District for damages or injury to persons or property that may be caused by or arise through performing any obligation under the Agreement for Facility Planning shall be limited only to losses proximately caused by SitelogIQ's negligence and only to the extent of the compensation received by SitelogIQ under this Agreement for Facility Planning. Neither party will be liable to the other for any indirect or consequential damages, whether in contract or tort, including negligence.

NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT FOR FACILITY PLANNING TO THE CONTRARY, NEITHER PARTY, NOR ITS OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES SHALL BE

LIABLE TO THE OTHER PARTY, ITS OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AFFILIATES OR CONTRACTORS, FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF ANTICIPATED PROFITS (EXCEPT AS DERIVED FROM PAYMENT OR OTHER COMPENSATION DUE FOR PERFORMANCE HEREUNDER), LOSS OF USE OR REVENUE, LOSSES BY REASON OF COST OF CAPITAL CONNECTED WITH OR RESULTING FROM ANY PERFORMANCE OR LACK OF PERFORMANCE HEREUNDER REGARDLESS WHETHER A CLAIM IS BASED ON THE AGREEMENT FOR FACILITY PLANNING, TORT (INCLUDING NEGLIGENCE AND EXCLUDING INTENTIONAL ACTS, GROSS NEGLIGENCE, AND WANTON MISCONDUCT) OR A THEORY OF STRICT LIABILITY; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION IS NOT INTENDED TO APPLY TO, AND SHALL NOT BE CONSTRUED TO LIMIT OR EXCLUDE, THE DISTRICT'S OBLIGATIONS UNDER THIS AGREEMENT FOR FACILITY PLANNING. NEITHER PARTY SHALL HAVE ANY REMEDY AT LAW OR IN EQUITY WHICH IS INCONSISTENT WITH ANY PROVISION OF THIS AGREEMENT FOR FACILITY PLANNING, AND NEITHER PARTY SHALL HAVE A RIGHT TO TERMINATE THIS AGREEMENT FOR FACILITY PLANNING EXCEPT AS SPECIFICALLY AND EXPLICITLY SET FORTH HEREIN.

Insurance

SitelogIQ and the District agree to the following insurance provisions:

SitelogIQ shall procure and maintain the following insurance limits:

- *Worker's Compensation Insurance.* SitelogIQ shall procure and maintain in effect, during the term of this Agreement Worker's compensation insurance in accordance with applicable state and federal law which adequately protects all labor employed by SitelogIQ during the term of this Agreement for Facility Planning.
- *Comprehensive General liability Insurance.* SitelogIQ shall procure and maintain in effect during the term of this Agreement for Facility Planning, Comprehensive General Liability Insurance, or the equivalent, in an amount not less than \$1,000,000 each occurrence and \$1,000,000, aggregate for Bodily Injury Liability and \$500,000 for Property Damage Liability. Underwriters will waive all rights of recovery against SitelogIQ or the District.
- *Automobile Liability.* SitelogIQ shall carry a combined single limit of \$1,000,000, any automobile.
- *Professional Liability.* SitelogIQ shall procure and maintain in effect during the term of the of this Agreement for Facility Planning, Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$1,000,000 aggregate.
- *Certificate of Insurance.* SitelogIQ will provide a memorandum of insurance to the District, if requested, as evidence of the coverages herein. Such policies shall not be canceled without endeavoring to provide thirty (30) days' prior written notification to the District.

The District shall also procure and maintain general liability, automobile, and worker's compensation insurance. The District shall cause SitelogIQ and its consultants to be listed as additional insured on any general liability or property insurance policies carried by the District applicable to this Agreement for Facility Planning.

SitelogIQ and the District shall each deliver to the other evidence of the insurance coverages indicated above. Such evidence shall be furnished prior to SitelogIQ's commencement of the

Facility Planning process and at renewals thereafter during the term of this Agreement for Facility Planning.

At any time, the District may request SitelogIQ or its consultants, at the District's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those currently required. If so requested by the District, and if commercially available, SitelogIQ shall obtain and shall require its consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by the District.

Conditions Beyond Control of Parties

Except as otherwise provided herein, if either party shall be unable to carry out any material obligation under this Agreement for Facility Planning due to events beyond its control, such as acts of God, governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, explosions, or floods, this Agreement shall remain in effect but the affected party's obligations shall be suspended until the uncontrollable event terminates.

Notice and Changes of Address

All notices to be given by either party to the other shall be in writing and must be either delivered, emailed, or mailed by registered or certified mail, return receipt requested, addressed as follows:

If to SitelogIQ:

SitelogIQ, Inc.
 80 South 8th Street, Suite 1850
 Minneapolis, MN 55402
Attention: Mr. Kevin Thueringer
kevin.thueringer@sitelogiq.com
 cc: legal@sitelogiq.com

If to the District:

Waconia School District
 512 Industrial Blvd.
 Waconia, MN 55387
Attention: Mr. Brian Gersich
bgersich@isd.110.org

or such other addresses as either party may hereinafter designate by notice to the other. Notices are deemed delivered or given and become effective upon mailing if mailed as aforesaid or upon actual receipt if otherwise delivered or emailed.

Applicable Law; Severability; Venue; Interpretation

This Agreement for Facility Planning shall be interpreted and enforced in accordance with the laws of the State of Minnesota. To the extent of any inconsistency between the language of this Agreement for Facility Planning and that of the aforesaid applicable Minnesota law, the language contained in this Agreement for Facility Planning shall control and/or prevail to the fullest extent permitted by Minnesota law. If a court of competent jurisdiction adjudicates any provision of this Agreement to be invalid or unenforceable, the remaining provisions of this Agreement for Facility Planning shall nevertheless continue in full force and effect. The court of competent jurisdiction shall be the Courts of the State of Minnesota. The parties hereby agree to waive all rights to bring a claim in Federal Court. Any clause that may be interpreted as a covenant, promise to agree, or agreement to agree, shall be interpreted as a condition precedent to performance.

Authority

SitelogIQ and the District represents and warrants to the other that (1) it has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder, (2) all corporate, board, body politic, or other approvals necessary for the execution, delivery, and performance of this agreement have been obtained, and (3) this Agreement for Facility Planning constitutes a legal , valid, and binding obligation.

Good Faith Understanding

In consideration of the development of a Facility Plan, the District agrees that it will negotiate in good faith with SitelogIQ to implement the Facility Plan.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed the Agreement, effective as of the date first above written.

_____	_____	_____	_____
Brian Gersich, Waconia School District	Date	Kevin Thueringer, SitelogIQ, Inc.	Date

7.D. Field Trip Proposal: Conservation Club

APPENDIX V

INSTRUCTIONAL FIELD TRIP AND TRAVEL/ EXTRA-CURRICULAR FIELD TRIP AND TRAVEL APPLICATION FOR **FINAL APPROVAL**

Must submit to applicable building principal, assistant principal, special education director, or activities director within **4 months** prior to departure

School Waconia HS Group WHS Conservation Club

Organizer submitting request Wayne Trapp

of students 24 # of school personnel 4 # chaperones 2

Destination Glacier National Park, Montana

Educational objective or benefit: Students will be exploring mountain ecosystems and learning about the unique abiotic and biotic factors that make up those ecosystems and biomes. Students will also learn about the cultures of the indigenous peoples that live near the park.

Name of travel agency, if applicable: NA

TIME

LEAVE: Date: July 16 Time: 11PM RETURN: Date: July 22 Time: 8AM

TIME ABSENT: School days: 0 Non-school days 7

HEALTH AND SAFETY

Have reasonable accommodations been made for travelers with disabilities? Y or N

Is special insurance protection offered for students? Y or N For adults? Y or N

Have all necessary contact information and health-related forms been received from participants? Y or N (will complete by May 1st)

Submitted to administration? Y or N (will complete by May 1st)

Do you have at least one chaperone for every 12 students? Y or N

If less than one chaperone per 12 students, how many? NA

Have you obtained proof that all participants have appropriate identification necessary to the trip? Y or N (will complete by May 1st)

Have all chaperones completed: District 110 criminal background checks Y or N Signed chaperone agreements? Y or N (will complete by May 1st)

Who has signed off on discussing student conduct policies with students?

Mike Jensen

What emergency procedures are in place? Please give an assessment of medical or emergency personnel and facilities available, and procedures to follow if student(s) become lost or separated from the group. Attach information to this application. See attached

TRANSPORTATION Mode(s) and name(s) of carrier(s):

AMTRAK Schedule: <https://www.amtrak.com/train-schedules-timetables>

Glacier NP Shuttle: <https://www.nps.gov/glac/planyourvisit/shuttlestops.htm>

Browning Public Schools: <https://www.bps.k12.mt.us/en-US>

Lodging arrangements, where applicable, with dates:

___ 2023 Glacier NP Itinerary ___

Meal arrangements: ___ See Itinerary ___ # included w/trip ___ # not included

COST ESTIMATE PER STUDENT/CHAPERONE

TOTAL: \$ ___ 17,000 ___ Expenses paid by traveler: \$ ___ 11,000 ___
24 students @ \$450/student \$0/Chaperone

Transportation: \$ ___ 10,000 ___ (\$9K train \$1K bus) Expenses paid by district: \$ ___ 0 ___

Meals: \$ ___ 3,000 ___

Expenses paid by other means: \$ 7,000 (Conservation Club Boosters)

Lodging: \$ ___ 1,000 ___ Other: \$ ___ 3,000 ___ (gear) ___

Explain financial assistance or scholarships for instances of financial need:

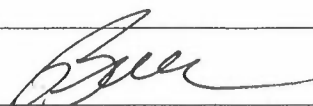
Scholarships and fundraising opportunities are available for anyone who has financial need. Students have the opportunity to raise funds to cover the entire cost of the trip. If a student qualifies for free and reduced lunch, their trip will be 1/3 paid for by the Conservation Club Boosters, 1/3 by an independent donation, and the student will only need to pay for 1/3 of the total cost (which can be fundraised).

FINAL APPROVAL

Required signatures:
Building Administration:  Date: 3/20/2023

Community Education Director (if Community Ed oversees planning of trip):

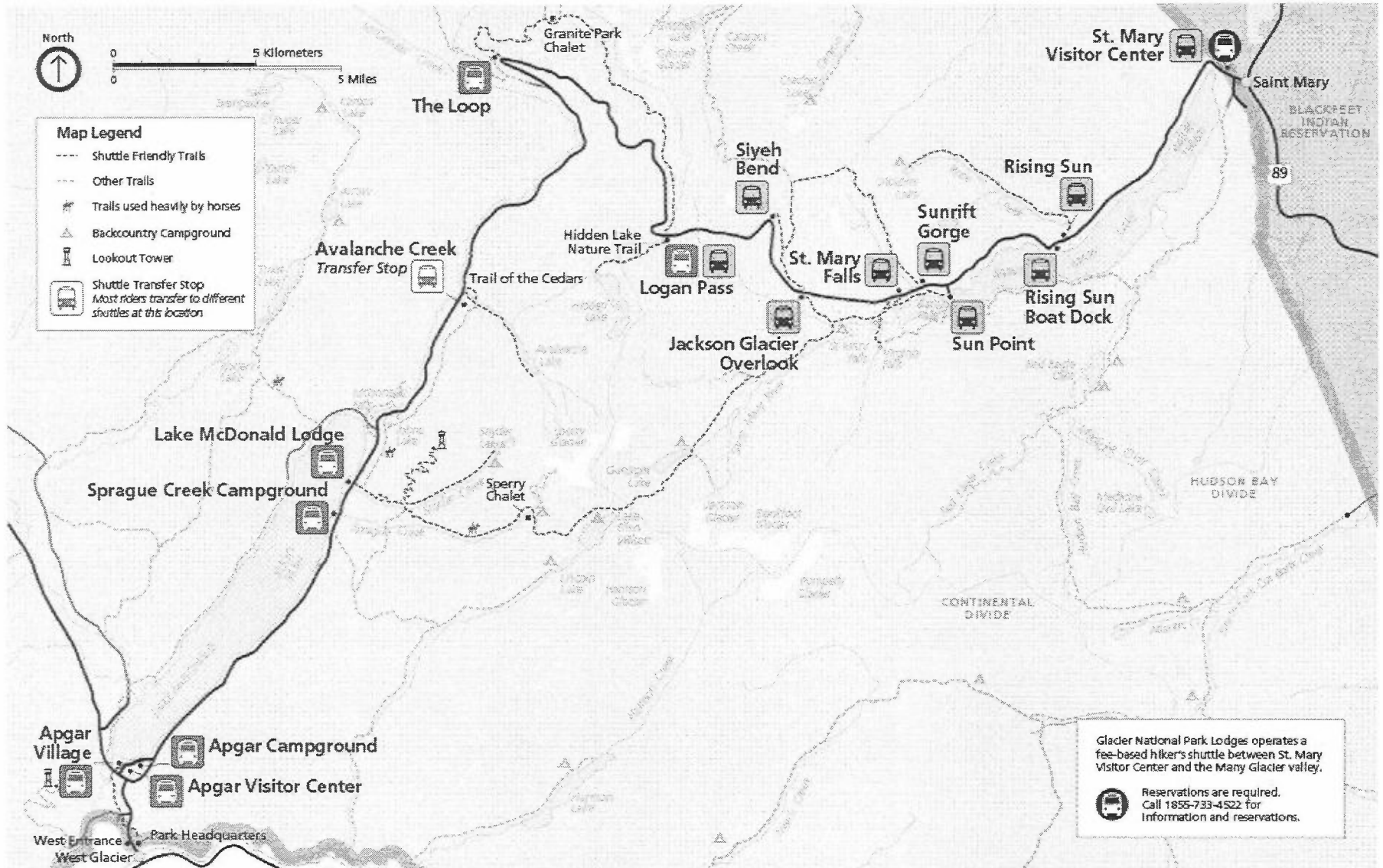
Date: _____

Superintendent:  Date: 3/22/23

School Board approval date: _____

Distribution: Signed original to building administration or Community Education, signed copies to organizer and school office. cc: Health Services

Glacier National Park Montana



Map Legend

- Shuttle Friendly Trails
- Other Trails
- 🐾 Trails used heavily by horses
- ⚙️ Backcountry Campground
- 🗿 Lookout Tower
- 🚌 Shuttle Transfer Stop
Most riders transfer to different shuttles at this location

Glacier National Park Lodges operates a fee-based hiker's shuttle between St. Mary Visitor Center and the Many Glacier valley.

🚌 Reservations are required. Call 1855-733-4522 for information and reservations.

Glacier National Park (Tentative) Itinerary

July 16-22, 2023

Date	Day	Stay	Activity	Food	Approximate Miles of Hiking
July 16	Sun	Sleep on Train	Students Dropped off at train depot at: 9:30PM Train Departs 11:13PM Travel on train. 23hr train ride	Students will bring money to purchase food on train	
July 17	Mon	St Mary's Campground	Arrive at East Glacier Montana at 7:48PM Shuttle to St Mary's Campground (1hr) Set up camp and Sleep	Students will bring money to purchase food on train	½
July 18	Tues	St Mary Campground	Shuttle to St Mary's Falls Hike St Mary's Fall, Virginia Falls, Baring Falls	Club provided	6+
July 19	Wed	St Mary Campground	Shuttle to Logan Pass Hike Highline trail or Hidden Lake	Club provided	8+
July 20	Thurs	St Mary Campground	Shuttle to Many Glacier and hike to Grinnell Glacier	Club provided	12+
July 21	Fri	Sleep on Train	Shuttle to East Glacier Montana train station Train Departs 9:36AM Travel on train for 21hrs	Students bring money for food on train	½
July 22	Sat	Arrive home	Train arrives at 8:03AM Parent pick up at train depot	Students bring money for food on train	

Description: This is a camping and hiking trip in the mountains of north western Montana. Students will be in elevations over 5,000ft for their entire time in the park. We expect to hike from 5 to 15 miles every day at high elevation. Some of our hikes could include elevation gains of nearly 2,000ft. Anyone attending this trip will need a current sports physical on file with the high school and be physically and mentally able to participate in all activities. We expect to see beautiful mountain wildlife, flowers, and scenery. This trip will only be open to "Lettering or Active" Members.

Potential Hikes: <http://www.hikinginglacier.com/glacier-national-park-day-hikes.htm>

Cost(tentative): \$450/member This will cover transportation(Amtrak and bussing), permits, and food for July 18,19, 20

\$100 (NON REFUNDABLE!) deposit is required to apply Conservation Club Preference by March 17th

After March 17th it is first come first serve to "Active Conservation Club Members"

\$150 Second payment is due April 28th (last day to join trip)

\$200 Final payment (\$450 total) is due May 26th

*All checks should be made out to WHS Conservation Club and given to Mr. Trapp

*Fundraising opportunities, modified payment plans, and need based scholarships are available. Ask Trapp or Jensen

Additional Cost: Club members will need to bring money for food on the 2 train rides to and from Glacier NP

Amtrak Concessions Menu

Amtrak Dinning Car Meal (in 2019 these meals were about 1.5x the cost of a normal restaurant's prices)

Students can pack food for the way out but NOT the return trip back home. The concession stand will give you free "hot water". Many travelers will use the hot water to make food they have packed such as noodle cups, oatmeal, tea, etc.

Transportation:

Students will need to be dropped off and picked up by parents at the Union Depot Train Station: 240 Kellogg Boulevard East, St. Paul

AMTRAK Schedule: <https://www.amtrak.com/train-schedules-timetables>

Glacier NP Shuttle: <https://www.nps.gov/glac/planyourvisit/shuttlestops.htm>

Browning Public Schools: <https://www.bps.k12.mt.us/en-US>

Packing List: ***Refer to Glacier NP Packing List***

The Conservation Club has tents and all the group camping gear essentials. If you need any other gear from the packing list, the Conservation Club can loan you some for the trip.

Glacier National Park

Personal Packing List

Paper Work:

- Current Physical on file with school
- Permission Slip
- Train Ticket
- ID

Gear (we might have that you can borrow)

- 1 Internal Frame Pack
- 1 Day Pack (book bag)
- 1 Ground pad
- Sleeping bag (rated for 20-35 degree, small, compressible, packed in stuff sack and plastic bag) (p)

Clothing

All packed clothing needs to fit into one internal frame

All clothing should be packed in resealable zipper freezer bags or "dry bags"

Clothes to wear in

- shorts or long pants (pack the other).
- T-shirt
- light wool or blended wool socks
- Hiking tennis shoes or Hiking Boots
- bandanna (optional)
- Hat or cap (or can be packed)
- underwear (sports bras and compression shorts)

Clothes to pack in

- hooded rain jacket and pants or poncho (PACK on TOP)
- medium-weight long sleeve shirt or fleece
- light weight pants (athletic pants or alternative that isn't sweat pants)
- two pair of blended or light-weight wool socks
- lightweight sneakers or flip flops to wear in camp
- swim suit (not sure if we'll need it)
- extra T-shirt
- two underwear changes (sport bras and compression shorts)
- 1 pair long underwear (not cotton)
- 1 set of pajamas
- Stocking cap

Glacier National Park Emergency Plan

An Emergency Action Plan, Emergency Contact Information, a Map and Itinerary, will be given to the School Administration, Parents, Outfitter, and carried with by a chaperone.

Preventative measures such as trip rules, trip expectations, safety precautions, and basic outdoor skills will be discussed before departure on the trip.

A basic first aid kit will be packed. Two cell phones will be packed as well as a solar charger, even though cell phone reception is very limited.

Chaperones will have a basic knowledge of first aid.

Two Chaperones will have professional medical training.

Each emergency will be assessed before an action plan is implemented.

If an emergency situation arises that will require a person to have emergency medical treatment, emergency personnel will be contacted as soon as possible. One chaperone and two campers will hike toward the nearest trailhead to find cell phone coverage or contact a Park Ranger. As soon as they are able to get cell phone coverage or contact a Park Ranger they will convey the emergency information to emergency personnel and wait for further instructions.

The second chaperone and the remaining group members will remain with the injured person. If the person's injuries allow them to be transported, they will be transported to the nearest trailhead. If emergency personnel were contacted, they will wait at the trailhead to meet emergency personnel. If contact was not made with emergency personnel they will continue to the nearest Ranger or Visitor Station. The nearest hospital is in Browning Montana.

Parents and school officials will be notified of the situation once the person has been delivered to emergency personnel.

Students and chaperones will decide what to do with the remainder of the trip. Once a unanimous decision is made, that plan will be enacted for the remainder of the trip. If a unanimous decision cannot be made, the students and chaperones will return home. Parents and School Administration will be notified of the decision.

See attached itinerary and map for our planned route and campsites.

APPENDIX V

INSTRUCTIONAL FIELD TRIP AND TRAVEL/ EXTRA-CURRICULAR FIELD TRIP AND TRAVEL APPLICATION FOR **FINAL APPROVAL**

Must submit to applicable building principal, assistant principal, special education director, or activities director within **4 months** prior to departure

School Waconia HS Group WHS Conservation Club

Organizer submitting request Wayne Trapp

of students 24 # of school personnel 4 # chaperones 2

Destination Glacier National Park, Montana

Educational objective or benefit: Students will be exploring mountain ecosystems and learning about the unique abiotic and biotic factors that make up those ecosystems and biomes. Students will also learn about the cultures of the indigenous peoples that live near the park.

Name of travel agency, if applicable: NA

TIME

LEAVE: Date: July 16 Time: 11PM RETURN: Date: July 22 Time: 8AM

TIME ABSENT: School days: 0 Non-school days 7

HEALTH AND SAFETY

Have reasonable accommodations been made for travelers with disabilities? Y or N

Is special insurance protection offered for students? Y or N For adults? Y or N

Have all necessary contact information and health-related forms been received from participants? Y or N (will complete by May 1st)

Submitted to administration? Y or N (will complete by May 1st)

Do you have at least one chaperone for every 12 students? Y or N

If less than one chaperone per 12 students, how many? NA

Have you obtained proof that all participants have appropriate identification necessary to the trip? Y or N (will complete by May 1st)

Have all chaperones completed: District 110 criminal background checks Y or N Signed chaperone agreements? Y or N (will complete by May 1st)

Who has signed off on discussing student conduct policies with students?

Mike Jensen

What emergency procedures are in place? Please give an assessment of medical or emergency personnel and facilities available, and procedures to follow if student(s) become lost or separated from the group. Attach information to this application. See attached

TRANSPORTATION Mode(s) and name(s) of carrier(s):

AMTRAK Schedule: <https://www.amtrak.com/train-schedules-timetables>

Glacier NP Shuttle: <https://www.nps.gov/glac/planyourvisit/shuttlestops.htm>

Browning Public Schools: <https://www.bps.k12.mt.us/en-US>

Lodging arrangements, where applicable, with dates:

___ 2023 Glacier NP Itinerary ___

Meal arrangements: ___ See Itinerary ___ # included w/trip ___ # not included

COST ESTIMATE PER STUDENT/CHAPERONE

TOTAL: \$ ___ 17,000 ___

Expenses paid by traveler: \$ ___ 11,000 ___

24 students @ \$450/student \$0/Chaperone

Transportation: \$ ___ 10,000 ___ (\$9K train \$1K bus) Expenses paid by district: \$ ___ 0 ___

Meals: \$ ___ 3,000 ___

Expenses paid by other means: \$ 7,000 (Conservation Club Boosters)

Lodging: \$ ___ 1,000 ___

Other: \$ ___ 3,000 ___ (gear) ___

Explain financial assistance or scholarships for instances of financial need:

Scholarships and fundraising opportunities are available for anyone who has financial need. Students have the opportunity to raise funds to cover the entire cost of the trip. If a student qualifies for free and reduced lunch, their trip will be 1/3 paid for by the Conservation Club Boosters, 1/3 by an independent donation, and the student will only need to pay for 1/3 of the total cost (which can be fundraised).


FINAL APPROVAL

Required signatures:

Building Administration:  Date: 3/20/2023

Community Education Director (if Community Ed oversees planning of trip):

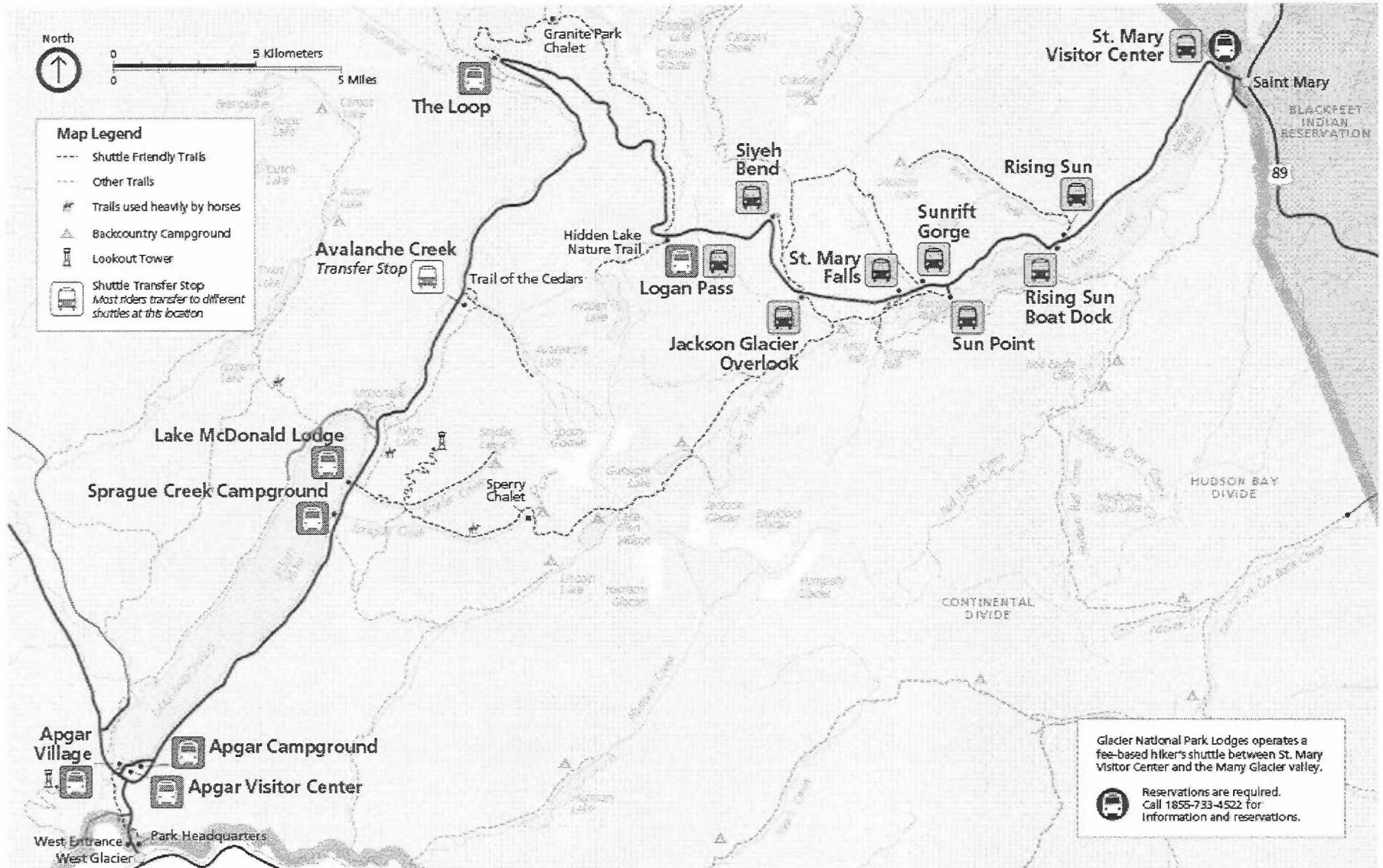
Date: _____

Superintendent:  Date: 3/22/23

School Board approval date: _____

Distribution: Signed original to building administration or Community Education, signed copies to organizer and school office. cc: Health Services

Glacier National Park Montana

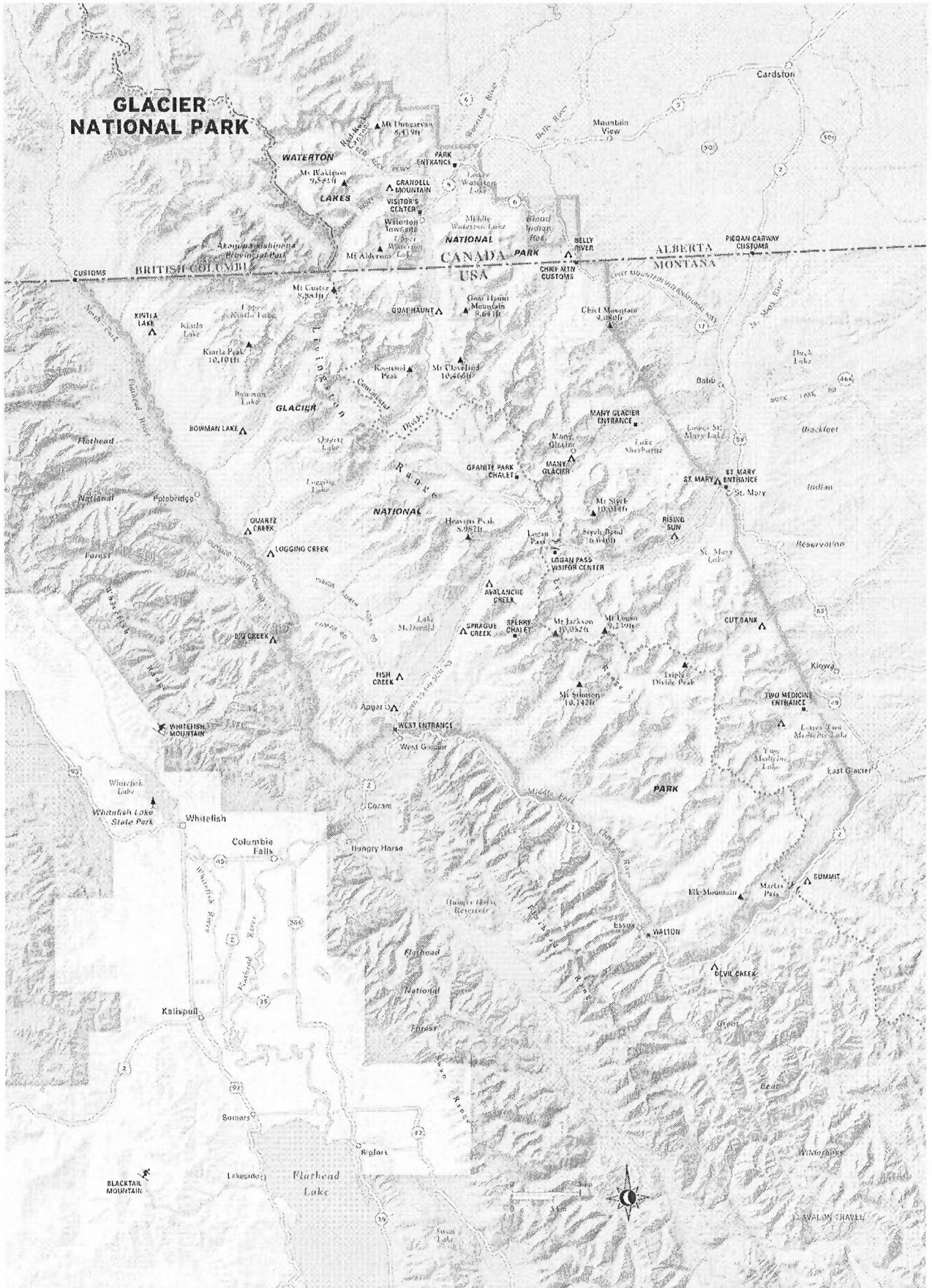


Map Legend

- Shuttle Friendly Trails
- Other Trails
- # Trails used heavily by horses
- ▲ Backcountry Campground
- 🗨 Lookout Tower
- 🚌 Shuttle Transfer Stop
Most riders transfer to different shuttles at this location

Glacier National Park Lodges operates a fee-based hiker's shuttle between St. Mary Visitor Center and the Many Glacier valley.

🚌 Reservations are required. Call 1855-733-4522 for information and reservations.



Glacier National Park (Tentative) Itinerary

July 16-22, 2023

Date	Day	Stay	Activity	Food	Approximate Miles of Hiking
July 16	Sun	Sleep on Train	Students Dropped off at train depot at: 9:30PM Train Departs 11:13PM Travel on train. 23hr train ride	Students will bring money to purchase food on train	
July 17	Mon	St Mary's Campground	Arrive at East Glacier Montana at 7:48PM Shuttle to St Mary's Campground (1hr) Set up camp and Sleep	Students will bring money to purchase food on train	½
July 18	Tues	St Mary Campground	Shuttle to St Mary's Falls Hike St Mary's Fall, Virginia Falls, Baring Falls	Club provided	6+
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Packing List: ***Refer to Glacier NP Packing List***

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Glacier National Park

Personal Packing List

Paper Work:

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Gear (we might have that you can borrow)

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Clothing

All packed clothing needs to fit into one internal frame

All clothing should be packed in resealable zipper freezer bags or “dry bags”

Clothes to wear in

- shorts or long pants (pack the other).
- T-shirt
- light wool or blended wool socks
- Hiking tennis shoes or Hiking Boots
- bandanna (optional)
- Hat or cap (or can be packed)
- underwear (sports bras and compression shorts)

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- hooded rain jacket and pants or poncho (PACK on TOP)
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- lightweight sneakers or flip flops to wear in camp
- swim suit (not sure if we'll need it)
- extra T-shirt
- two underwear changes (sport bras and compression shorts)
- 1 pair long underwear (not cotton)
- 1 set of pajamas
- Stocking cap

Personal Equipment

This is personal gear that should be either with you (u) in pocket or packed away within your clothing pack(p)

- 2 One Liter Water bottles (not glass) (p and u)
- Forks/Spoon/Cup/Plate (p)
- Lighter (u)
- Compass (brunton or silva) (u)
- Chap stick (u)
- Pocket knife (multi-purpose type is best) (u)
- Handkerchief/bandana (p)
- Towel (small) (p)
- Flashlight or head lamp (SMALL 1 or 2 AA batteries max) (p)
- Bug dope (small and double bag in ziplock bag) (no aerosol) (p)
- Sunscreen (small and at least SPF 30) (p)
- Feminine hygiene products(p)
- Toiletries Stored in small separate bag (p) toothbrush/paste, comb, hand lotion, nail clipper, dental floss, safety pins, hand towel, biodegradable soap, contact lens solution and case
- Spare Glasses or contact lenses (contact lens case and solution) (p)
- Personal Medication (to be given to and checked by chaperones) (a general group first aid kit will be with) (p)

Optional but Recommended Gear (probably best in your day pack)

- Disposable camera (we will have a club camera with)
- Binoculars
- Playing cards
- Sunglasses
- Book (small paper back)
- Notebook and pencil
- Watch
- Pillow (really small and packable)
- Blanket (really small and packable)

Extras (probably best in your day pack)

- Money for food on the way there and back Train menus are online.
- Food for train. Soup cup, dried fruit, snack mix, jerky, water.
- Additional money for a souvenir if they want.

The club will provide all the food and snacks you need for the trip, DO NOT bring any extra in.

Glacier National Park Emergency Plan

An Emergency Action Plan, Emergency Contact Information, a Map and Itinerary, will be given to the School Administration, Parents, Outfitter, and carried with by a chaperone.

Preventative measures such as trip rules, trip expectations, safety precautions, and basic outdoor skills will be discussed before departure on the trip.

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The second chaperone and the remaining group members will remain with the injured person. If the person's injuries allow them to be transported, they will be transported to the nearest trailhead. If emergency personnel were contacted, they will wait at the trailhead to meet emergency personnel. If contact was not made with emergency personnel they will continue to the nearest Ranger or Visitor Station. The nearest hospital is in Browning Montana.

Parents and school officials will be notified of the situation once the person has been delivered to emergency personnel.

Students and chaperones will decide what to do with the remainder of the trip. Once a unanimous decision is made, that plan will be enacted for the remainder of the trip. If a unanimous decision cannot be made, the students and chaperones will return home. Parents and School Administration will be notified of the decision.

See attached itinerary and map for our planned route and campsites.

7.E. Second Read Board Policies

7.E.1. 613 Graduation Requirements

Adopted: _____

MSBA/MASA Model Policy 613

Orig. 1997

Revised: _____

Rev. 2022

613 GRADUATION REQUIREMENTS

[Note: The requirements set forth in this policy govern the graduation standards that Minnesota public schools must require for a high school diploma for all students.]

I. PURPOSE

The purpose of this policy is to set forth requirements for graduation from the school district.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is that all students ~~entering grade 8 in the 2012-2013 school year and later~~ must demonstrate, as determined by the school district, their satisfactory completion of the credit requirements and their understanding of academic standards. The school district must adopt graduation requirements that meet or exceed state graduation requirements established in law or rule.

III. DEFINITIONS

- A. "Academic standard" means: (1) a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, or the arts, or (2) a locally adopted expectation for student learning in health, the arts, career and technical education, or world languages.
- B. "Credit" means a student's successful completion of an academic ~~course year of study~~ or a student's mastery of the applicable subject matter, as determined by the school district.
- C. "Section 504 Accommodation" means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.
- D. "Individualized Education Program" or "IEP" means a written statement developed for a student eligible by law for special education and services.
- E. "English language learners" or "ELL" student means an individual whose first language is not English and whose test performance may be negatively impacted by lack of English language proficiency.

IV. DISTRICT ASSESSMENT COORDINATOR

~~Director of Teaching and Learning~~ The superintendent or designee shall be named the District Assessment Coordinator. Said person shall be in charge of all test procedures and shall bring recommendations to the school board annually for approval.

V. GRADUATION ASSESSMENT REQUIREMENTS

~~For students enrolled in grade 8 in the 2012-2013 school year and later,~~ sStudents' state graduation requirements, based on a longitudinal, systematic approach to student education and career planning, assessment, instructional support, and evaluation, include the following:

- A. Achievement and career and college readiness in mathematics, reading, and writing, as

measured against a continuum of empirically derived, clearly defined benchmarks focused on students' attainment of knowledge and skills so that students, their parents, and teachers know how well students must perform to have a reasonable chance to succeed in a career or college without the need for postsecondary remediation and which facilitates the monitoring of students' continuous development of and growth in requisite knowledge and skills; analysis of students' progress and performance levels, identification of students' academic strengths and diagnosis of areas where students require curriculum or instructional adjustments, targeted interventions, or remediation; and determination of students' learning and instructional needs and the instructional tools and best practices that support academic rigor for the student based on analysis of students' progress and performance data; and

- B. Consistent with this paragraph and Minnesota Statutes section 120B.125 (*see Policy 604, Section II.H.*), age-appropriate exploration and planning activities and career assessments to encourage students to identify personally relevant career interests and aptitudes and help students and their families develop a regularly reexamined transition plan for postsecondary education or employment without need for postsecondary remediation.
- C. Based on appropriate state guidelines, students with an IEP may satisfy state graduation requirements by achieving an individual score on the state-identified alternative assessments.
- D. Students meeting the state graduation requirements under this section must receive targeted, relevant, academically rigorous, and resourced instruction which may include a targeted instruction and intervention plan focused on improving the student's knowledge and skills in core subjects so that the student has a reasonable chance to succeed in a career or college without need for postsecondary remediation.
- E. Students meeting the state graduation requirements under this section and who are students in grade 11 or 12 and who are identified as academically ready for a career or college are actively encouraged by the school district to participate in courses and programs awarding college credit to high school students. Students are not required to achieve a specified score or level of proficiency on an assessment to graduate from high school.
- F. A student's progress toward career and college readiness must be recorded on the student's high school transcript.

VI. GRADUATION CREDIT REQUIREMENTS

Students ~~beginning 8th grade in the 2012-2013 school year and later~~ must successfully complete, as determined by the school district, the following high school level credits for graduation:

- A. ~~Four~~ **Eight** credits of language arts sufficient to satisfy all academic standards in English language arts;
- B. ~~Three~~ **Seven** credits of mathematics, including an algebra II credit or its equivalent, sufficient to satisfy all of the academic standards in mathematics;
- C. An algebra I credit by the end of 8th grade sufficient to satisfy all of the 8th grade standards in mathematics;
- D. ~~Three~~ **Seven** credits of science, including at least: (a) ~~one~~ **two** credits of biology; (b) ~~one~~ **two** credits of chemistry or physics; and (c) ~~one elective credit of science~~ **three science credits during freshman year**. The combination of credits must be sufficient to satisfy (i) all of the academic standards in either chemistry or physics and (ii) all other academic standards in science;
- E. ~~Three and one-half~~ **Eight** credits of social studies, 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;

- F. ~~One~~ **Two** credits in the arts sufficient to satisfy all of the state or local academic standards in the arts; and
- G. A minimum of ~~seven~~ **eighteen** elective credits.
- H. **Three credits of physical education (2) and health (1).**
- I. **One credit for speech.**
- J. **One credit for completion of senior seminar.**
- ~~H.~~ **K.** Credit equivalencies
 - 1. A ~~one-half~~ credit of economics taught in a school's ~~agriculture-education-or~~ business department may fulfill a ~~one-half~~ credit in social studies under Paragraph E., above, if the credit is sufficient to satisfy all of the academic standards in economics.
 - 2. An agriculture science or career and technical education credit may fulfill the elective science credit required under Paragraph D., above, if the credit meets the state physical science, life science, earth and space science, chemistry, or physics academic standards or a combination of these academic standards as approved by the school district. An agriculture or career and technical education credit may fulfill the credit in chemistry or physics required under Paragraph D., above, if the credit meets the state chemistry or physics academic standards as approved by the school district. A student must satisfy either all of the chemistry or physics academic standards prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit under Paragraph D., above.
 - 3. A career and technical education credit may fulfill a mathematics or arts credit requirement under Paragraph B. or Paragraph F., above.
 - 4. A computer science credit may fulfill a mathematics credit requirement under Paragraph B., above, if the credit meets state academic standards in mathematics.
 - 5. A Project Lead the Way credit may fulfill a mathematics or science credit requirement under Paragraph B. or Paragraph D., above, if the credit meets the state academic standards in mathematics or science.

VII. GRADUATION STANDARDS REQUIREMENTS

- A. All students must demonstrate their understanding of the following academic standards:
 - 1. School District Standards, Health (K-12);
 - 2. School District Standards, Career and Technical Education (K-12); and
 - 3. School District Standards, World Languages (K-12).
- B. Academic standards in health, world languages, and career and technical education will be reviewed ~~on an annual basis as part of the district's curriculum review cycle.~~* A school district must use the current world languages standards developed by the American Council on the Teaching of Foreign Languages.

* Reviews are required to be conducted on a periodic basis. Therefore, this time period

may be changed to accommodate individual school district needs.

- C. All students must satisfactorily complete the following required Graduation Standards in accordance with the standards developed by the Minnesota Department of Education (MDE):
 - 1. Minnesota Academic Standards, English Language Arts K-12;
 - 2. Minnesota Academic Standards, Mathematics K-12;
 - 3. Minnesota Academic Standards, Science K-12;
 - 4. Minnesota Academic Standards, Social Studies K-12; and
 - 5. Minnesota Academic Standards, Physical Education K-12.
- D. State standards in the Arts K-12 are available, or school districts may choose to develop their own standards.
- E. The academic standards for language arts, mathematics, and science apply to all students except the very few students with extreme cognitive or physical impairments for whom an IEP team has determined that the required academic standards are inappropriate. An IEP team that makes this determination must establish alternative standards.

VIII. EARLY GRADUATION

Students may be considered for early graduation, as provided for within Minnesota Statutes section 120B.07, upon meeting the following conditions:

- A. All course or standards and credit requirements must be met;
- B. The principal or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in post-secondary education, and arrive at a timely decision; and
- C. The principal's decision shall be in writing and may be subject to review by the superintendent and school board.

Legal References: Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.023 (Benchmarks)
Minn. Stat. § 120B.024 (Credits)
Minn. Stat. § 120B.07 (Early Graduation)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Part 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
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 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
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)

613 GRADUATION REQUIREMENTS

[Note: The requirements set forth in this policy govern the graduation standards that Minnesota public schools must require for a high school diploma for all students.]

I. PURPOSE

The purpose of this policy is to set forth requirements for graduation from the school district.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is that all students entering grade 9 in the 2012-2013 school year and earlier must satisfactorily complete, as determined by the school district, all credit requirements, all state academic standards, or local standards where state standards do not apply, and successfully pass graduation examinations, as required, in order to graduate. For students entering grade 9 in the 2013-2014 school year and later, the school district's policy is that students must demonstrate, as determined by the school district, their satisfactory completion of the credit requirements and their understanding of academic standards on a nationally normed college entrance exam. The school district must adopt graduation requirements that meet or exceed state graduation requirements established in law or rule.

III. DEFINITIONS

- A. "Academic standard" means: (1) a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, or the arts, or (2) a locally adopted expectation for student learning in health, the arts, career and technical education, or world languages.
- B. "Credit" means a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter, as determined by the school district.
- C. "Section 504 Accommodation" means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.
- D. "Individualized Education Program" or "IEP" means a written statement developed for a student eligible by law for special education and services.
- E. "English language learners" or "ELL" student means an individual whose first language is not English and whose test performance may be negatively impacted by lack of English language proficiency.

IV. TEST ADMINISTRATOR

Director of Teaching & Learning [or designee] shall be named the school district test administrator. Said person shall be in charge of all test procedures and shall bring recommendations to the school board annually for approval.

V. GRADUATION ASSESSMENT REQUIREMENTS

- A. For students enrolled in grade 8 in the 2012-2013 school year and later, students' state graduation requirements, based on a longitudinal, systematic approach to student education and career planning, assessment, instructional support, and evaluation, include the following:
1. demonstrate understanding of required academic standards on a nationally normed college entrance exam;
 2. achievement and career and college readiness tests in mathematics, reading, and writing. The tests must have a continuum of empirically derived, clearly defined benchmarks focused on students' attainment of knowledge and skills so that students, their parents, and teachers know how well students must perform to have a reasonable chance to succeed in a career or college without the need for postsecondary remediation. In addition, the tests must ensure that the foundational knowledge and skills for students' successful performance in postsecondary employment or education and articulated series of possible targeted interventions are clearly identified and satisfy Minnesota's postsecondary admission requirements. To the extent available, the tests should:
 - a. monitor students' continuous development of and growth in requisite knowledge and skills; analyze students' progress and performance levels, identifying students' academic strengths and diagnosing areas where students require curriculum or instructional adjustments, targeted interventions, or remediation; and
 - b. based on analysis of students' progress and performance data, determine students' learning and instructional needs and the instructional tools and best practices that support academic rigor for the student; and
 3. consistent with this paragraph and Minn. Stat. § 120B.125 (*see Policy 604, Section II.H.*), age-appropriate exploration and planning activities and career assessments to encourage students to identify personally relevant career interests and aptitudes and help students and their families develop a regularly reexamined transition plan for postsecondary education or employment without need for postsecondary remediation.
 4. Based on appropriate state guidelines, students with an IEP may satisfy state graduation requirements by achieving an individual score on the state-identified alternative assessments.

5. Students meeting the state graduation requirements under this section must receive targeted, relevant, academically rigorous, and resourced instruction which may include a targeted instruction and intervention plan focused on improving the student's knowledge and skills in core subjects so that the student has a reasonable chance to succeed in a career or college without need for postsecondary remediation.
6. Students meeting the state graduation requirements under this section and who are students in grade 11 or 12 and who are identified as academically ready for a career or college must be actively encouraged by the school district to participate in courses and programs awarding college credit to high school students. Students are not required to achieve a specified score or level of proficiency on an assessment under this subdivision to graduate from high school.

VI. GRADUATION CREDIT REQUIREMENTS

- A. Students beginning 9th grade in the 2011-2012 school year and later must successfully complete, as determined by the school district, the following high school level credits for graduation:
 1. Four credits of language arts;
 2. Three credits of mathematics, including an algebra II credit or its equivalent, sufficient to satisfy all of the academic standards in mathematics.
 3. An algebra I credit by the end of 8th grade sufficient to satisfy all of the 8th grade standards in mathematics;
 4. Three credits of science, including at least: (a) one credit of biology; (b) one credit of chemistry or physics; and one elective credit of science. The combination of credits must be sufficient to satisfy (i) all of the academic standards in either chemistry or physics and (ii) all other academic standards in science;
 5. Three and one-half credits of social studies, 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;
 6. One credit in the arts sufficient to satisfy all of the state or local academic standards in the arts; and
 7. A minimum of seven elective credits.

8. Credit equivalencies
 - a. A one-half credit of economics taught in a school's agriculture education or business department may fulfill a one-half credit in social studies under VI.A.5., above, if the credit is sufficient to satisfy all of the academic standards in economics.
 - b. An agriculture science or career and technical education credit may fulfill the credit in chemistry or physics or the elective science credit required under VI.A.4., above, if the credit meets the state chemistry or physics or district biology academic standards or a combination of these academic standards as approved by the district. A student must satisfy either all of the chemistry or physics academic standards prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit under VI.A.4., above.
 - c. A career and technical education credit may fulfill a mathematics or arts credit requirement under VI.A.2. or VI.A.6., above.

VII. GRADUATION STANDARDS REQUIREMENTS

- A. All students must demonstrate their understanding of the following academic standards:
 1. School District Standards, Health (K-12);
 2. School District Standards, Career and Technical Education (K-12); and
 3. School District Standards, World Languages (K-12).
- B. Academic standards in health, world languages, and vocational and technical education will be reviewed on an annual basis.*

* Reviews are required to be conducted on a periodic basis. Therefore, this time period may be changed to accommodate individual school district needs.
- C. All students must satisfactorily complete the following required Graduation Standards in accordance with the standards developed by the Minnesota Department of Education (MDE):
 1. Minnesota Academic Standards, Language Arts K-12;
 2. Minnesota Academic Standards, Mathematics K-12;
 3. Minnesota Academic Standards, Science K-12;
 4. Minnesota Academic Standards, Social Studies K-12; and

- 5. Minnesota Academic Standards, Physical Education K-12.
- D. State standards in the Arts K-12 are available, or school districts may choose to develop their own standards.
- E. The academic standards for language arts, mathematics, and science apply to all students except the very few students with extreme cognitive or physical impairments for whom an IEP team has determined that the required academic standards are inappropriate. An IEP team that makes this determination must establish alternative standards.

VIII. EARLY GRADUATION

Students may be considered for early graduation, as provided for within Minn. Stat. § 120B.07, upon meeting the following conditions:

- A. All course or standards and credit requirements must be met;
- B. The principal or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in post-secondary education, and arrive at a timely decision; and
- C. The principal's decision shall be in writing and may be subject to review by the superintendent and school board.

Legal References: Minn. Stat. § 120B.02 (Educational Expectations for Minnesota's Students)
Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.023 (Benchmarks)
Minn. Stat. § 120B.024 (Graduation Requirements; Course Credits)
Minn. Stat. § 120B.07 (Early Graduation)
Minn. Stat. § 120B.11 (School District Process)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Involuntary Career Tracking Prohibited)
Minn. Stat. § 120B.128 (Educational Planning and Assessment System (EPAS) Program)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required

Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
20 U.S.C. § 6301, *et seq.* (No Child Left Behind Act)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
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)

Policy Adopted: July 2012
Revised: Jan. 2016
Independent School District No. 110
Waconia, MN

7.E.2. 401 Equal Employment Opportunity

Adopted: _____

MSBA/MASA Model Policy 401

Orig. 1995

Revised: _____

Rev. 202217

401 EQUAL EMPLOYMENT OPPORTUNITY

[Note: School districts are not required by statute to have a policy addressing these issues. However, the Equal Employment Opportunity Commission strongly encourages the adoption of a policy and will look for such a policy during accreditation visits, audits, or investigations.]

I. PURPOSE

The purpose of this policy is to provide equal employment opportunity for all applicants for school district employment and for all school district employees.

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to provide equal employment opportunity for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, including gender identity or expression, age, family care leave status, or veteran status. The school district also makes reasonable accommodations for disabled employees.

[Note: The Minnesota Human Rights Act defines "sexual orientation" to include "having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness." Minn. Stat. § Minnesota Statutes section 363A.03, subdivision Subd. 44.]

B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.

C. This policy applies to all areas of employment, including hiring, discharge, promotion, compensation, facilities, or privileges of employment.

D. Every school district employee shall be responsible for following this policy.

E. Any person having a question regarding this policy should discuss it with the Director of Human Resources (specify, e.g., the Personnel Manager).

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 2615 (Family and Medical Leave Act)
38 U.S.C. § 4211 *et seq.* (Employment and Training of Veterans)
38 U.S.C. § 4301 *et seq.* (Employment and Reemployment Rights of Members of the Uniformed Services)
42 U.S.C. § 2000e *et seq.* (Equal Employment Opportunities; Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Equal Opportunity for Individuals with Disabilities)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
MSBA/MASA Model Policy 405 (Veteran's Preference)
MSBA/MASA Model Policy 413 (Harassment and Violence)

401 EQUAL EMPLOYMENT OPPORTUNITY

[Note: School districts are not required by statute to have a policy addressing these issues. However, the Equal Employment Opportunity Commission strongly encourages the adoption of a policy and will look for such a policy during accreditation visits, audits, or investigations.]

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- A. The policy of the school district is to provide equal employment opportunity for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, familial status, status with regard to public assistance, disability, sexual orientation, including gender identity or expression, age, family care leave status, or veteran status. The school district also makes reasonable accommodations for disabled employees.

[Note: The Minnesota Human Rights Act defines “sexual orientation” to include “having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness.” Minn. Stat. § 363A.03, Subd. 44.]

- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district’s internal procedures for addressing complaints of harassment, please refer to the school district’s policy on harassment and violence.
- C. This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities, or privileges of employment.
- D. Every school district employee shall be responsible for following this policy.
- E. Any person having a question regarding this policy should discuss it with the Director of Human Resources.

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 2615 (Family and Medical Leave Act)
38 U.S.C. § 4211 *et seq.* (Employment and Training of Veterans)
38 U.S.C. § 4301 *et seq.* (Employment and Reemployment Rights of Members of the Uniformed Services)

42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Equal Opportunity for Individuals with Disabilities)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
MSBA/MASA Model Policy 405 (Veteran's Preference)
MSBA/MASA Model Policy 413 (Harassment and Violence)

Original Policy Adopted: May 11, 1998 / Amended: February 11, 2002/ March 10, 2008 / August 16, 2010 / December 2017 / December 2018 / December 9, 2019

7.E.3. 402 Disability Nondiscrimination

Adopted: _____

MSBA/MASA Model Policy 402

Orig. 1995

Revised: _____

Rev. 20152022

402 DISABILITY NONDISCRIMINATION POLICY

[Note: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to provide a fair employment setting for all persons and to comply with state and federal law.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall not discriminate against qualified individuals with disabilities because of the disabilities of such individuals in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions, and privileges of employment.
- B. The school district shall not engage in contractual or other arrangements that have the effect of subjecting its qualified applicants or employees with disabilities to discrimination on the basis of disability. The school district shall not exclude or otherwise deny equal jobs or job benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.
- C. The school district shall make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless the accommodation would impose undue hardship on the operation of the business of the school district.
- D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy, should contact **Dr. Enid Schonewise, Human Resources Director, Waconia Public Schools 512 Industrial Blvd, Waconia, MN 55387** or email: eschonewise@isd110.org or call (952) 442-0600. *(list the name, title, office address, telephone number, and e-mail address)*. This individual is the school district's appointed ADA/Section 504 coordinator.

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. § 794 *et seq.* (Section 504 of the Rehabilitation Act of 1973, § 504)
42 U.S.C., ~~Ch. 126~~ § 1211201 (Americans with Disabilities Act)
29 C.F.R. Part 32 (Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance)
~~34 C.F.R. Part 35~~
34 C.F.R. Part 104 (Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance)

Cross References: [MSBA/MASA Model Policy 413 \(Harassment and Violence\)](#)
[MSBA/MASA Model Policy 521 \(Student Disability Nondiscrimination\)](#)

402 DISABILITY NONDISCRIMINATION POLICY

[Note: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to provide a fair employment setting for all persons and to comply with state and federal law.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall not discriminate against qualified individuals with disabilities because of the disabilities of such individuals in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions, and privileges of employment.
- B. The school district shall not engage in contractual or other arrangements that have the effect of subjecting its qualified applicants or employees with disabilities to discrimination on the basis of disability. The school district shall not exclude or otherwise deny equal jobs or job benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.
- C. The school district shall make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless the accommodation would impose undue hardship on the operation of the business of the school district.
- D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy, should contact Sonya Sailer, Director of Human Resources, Waconia Public Schools 512 Industrial Blvd, Waconia, MN 55387 (952) 442-0600 ssailer@isd110.org This individual is the school district's appointed ADA/Section 504 coordinator.

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
42 U.S.C., Ch. 126 § 12112 (Americans with Disabilities Act)
29 C.F.R. Part 32
34 C.F.R. Part 35
34 C.F.R. Part 104

Cross References: MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

Policy Adopted: May 11, 1998/ Amended: February 11, 2002/ March 10, 2008 /
Amended: May 10, 2010 / December 2017 / December 9, 2019

Independent School District No. 110
Waconia, MN

7.E.4. 412 Expense Reimbursement

412 EXPENSE REIMBURSEMENT

[Note: School districts are required by law to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to identify school district business expenses that involve initial payment by an employee and qualify for reimbursement from the school district, and to specify the manner by which the employee seeks reimbursement.

II. AUTHORIZATION

All school district business expenses to be reimbursed must be approved by the supervising administrator. Such expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district business-related expenses.

III. REIMBURSEMENT

- A. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the designated administrator. Receipts for lodging, commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.
- B. Automobile travel shall be reimbursed at the mileage rate set by the school board. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.

IV. AIRLINE TRAVEL CREDIT

- A. Employees utilizing school district funds to pay for airline travel are required to ensure that any credits or other benefits issued by any airline accrue to the benefit of the school district rather than the employee.
 - 1. To the extent an airline will not honor a transfer or assignment of credit or benefit from the employee to the school district, the employee shall report receipt of the credit or benefit to the designated administrator within 90 days of receipt of the credit or benefit.
 - 2. Reports of the receipt of an airline credit or benefit shall be made in writing and shall include verification from the airline as to the credit or benefit received. Reimbursement for airline travel expenses will not be made until such documentation is provided.
- B. Employees who have existing credits or benefits issued by an airline based upon previously reimbursed airline travel for school district purposes will be required to

utilize those credits or benefits toward any subsequent airline travel related to school district purposes, prior to reimbursement for such travel, to the extent permitted and/or feasible.

- C. The requirements of this section apply to all airline travel, regardless of where or how the tickets are purchased.

V. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

The superintendent shall develop a schedule of reimbursement rates for school district business expenses, including those expenses requiring advance approval and specific rates of reimbursement. The superintendent shall also develop directives and guidelines to address methods and times for submission of requests for reimbursement.

Legal References: Minn. Stat. § 15.435 (Airline Travel Credit)
Minn. Stat. § 471.665 (Mileage Allowances)
Minn. Op. Atty. Gen. 1035 (Aug. 23, 1999) (Retreat Expenses)
Minn. Op. Atty. Gen. 161b-12 (Aug. 4, 1997) (Transportation Expenses)
Minn. Op. Atty. Gen. 161B-12 (Jan. 24, 1989) (Operating Expenses of Car)

Cross References: MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members).

Policy Adopted: May 11, 1998

Reviewed: February 11, 2002 / March 10, 2008 / Oct. 2016 / December 2019

Independent School District No.110

Waconia, MN 55387

7.E.5. 421 Gifts to Employees by School Board
Members

421 GIFTS TO EMPLOYEES AND SCHOOL BOARD MEMBERS

I. PURPOSE

The purpose of this policy is to avoid the appearance of impropriety or the appearance of a conflict of interest with respect to gifts given to school district employees and school board members.

II. GENERAL STATEMENT OF POLICY

- A. The school district recognizes that students, parents, and others may wish to show appreciation to school district employees. The policy of the school district, however, is to discourage gift-giving to employees and to encourage donors instead to write letters and notes of appreciation or to give small tokens of gratitude as memorabilia.
- B. A violation of this policy occurs when any employee solicits, accepts, or receives, either by direct or indirect means, a gift from a student, parent, or other individual or organization of greater than nominal value.
- C. A violation of this policy occurs when any employee solicits, accepts, or receives a gift from a person or entity doing business with or seeking to do business with the school district. Employees may accept items of insignificant value of a promotional or public relations nature or a plaque with a resale value of \$5 or less with an inscription recognizing an individual for an accomplishment. The superintendent has discretion to determine what value is “insignificant.”
- D. Teachers may accept from publishers free samples of textbooks and related teaching materials.
- E. This policy applies only to gifts given to employees where the donor’s relationship with the employee arises out of the employee’s employment with the school district. It does not apply to gifts given to employees by personal friends, family members, other employees, or others unconnected to the employee’s employment with the school district.
- F. An elected or appointed member of a school board, a school superintendent, a school principal, or a district school officer, including the school business official, may not accept a gift from an interested person.

III. DEFINITIONS

- A. “Gift” means money, real or personal property, a service, a loan, a forbearance or forgiveness of indebtedness, or a promise of future employment that is given without something of equal or greater value being received in return.

- B. “Interested person” means a person or a representative of a person or association that has a direct financial interest in a decision that a school board member, a superintendent, a school principal, or a district school officer is authorized to make.
- C. “Financial interest” means any ownership or control in an asset which has the potential to produce a monetary return.

IV. PROCEDURES

Any employee considering the acceptance of a gift shall confer with the administration for guidance related to the interpretation and application of this policy.

V. VIOLATIONS

Employees who violate the provisions of this policy may be subject to discipline, which may include reprimand, suspension, and/or termination or discharge.

Legal References: Minn. Stat. § 10A.07 (Conflicts of Interest)
Minn. Stat. § 10A.071 (Prohibition of Gifts)
Minn. Stat. § 15.43 (Acceptance of Advantage by State Employee; Penalty)
Minn. Stat. § 471.895 (Certain Gifts by Interested Persons Prohibited)

Cross References: MSBA/MASA Model Policy 209 (Code of Ethics)
MSBA/MASA Model Policy 210 (Conflict of Interest – School Board Members)
MSBA/MASA Model Policy 306 (Administrator Code of Ethics)

Policy Adopted: November 9, 1970

Amended: April 9, 1990 / Amended: June 8, 1998 / February 11, 2002 / May 12, 2008 / August 2015 / December 2018 / December 9, 2019

Independent School District No. 110
Waconia, Minnesota

7.E.6. 424 License Status

424 LICENSE STATUS

[Note: The provisions of this policy substantially reflect legal requirements.]

I. PURPOSE

The purpose of this policy is to ensure that qualified teachers are employed by the school district and to fulfill its duty to ascertain the licensure status of its teachers. A school board that employs a teacher who does not hold a valid teaching license or permit places itself at risk for a reduction in state aid. This policy does not negate a teacher's duty and responsibility to maintain a current and valid teaching license.

II. GENERAL STATEMENT OF POLICY

- A. A qualified teacher is one holding a valid license to perform the particular service for which the teacher is employed by the school district.
- B. No person shall be a qualified teacher until the school district verifies, through the Minnesota education licensing system available on the Minnesota Professional Educator Licensing and Standards Board website, that the person is a qualified teacher consistent with state law.
- C. The school district has a duty to ascertain the licensure status of its teachers and ensure that the school district's teacher license files are up to date. The school district shall establish a procedure for annually reviewing its teacher license files to verify that every teacher's license is current and appropriate to the particular service for which the teacher is employed by the school district.

III. PROCEDURE

- A. The superintendent or the superintendent's designee shall establish a schedule for the annual review of teacher licenses.
- B. Where it is discovered that a teacher's license will expire within one year from the date of the annual review, the superintendent or the superintendent's designee will advise the teacher in writing of the approaching expiration and that the teacher must complete the renewal process and file the license with the superintendent prior to the expiration of the current license. However, failure to provide this notice does not relieve a teacher from his/her duty and responsibility of ensuring that his/her teaching license is valid, current and appropriate to his/her teaching assignment.
- C. If it is discovered that a teacher's license has expired, the superintendent will immediately investigate the circumstances surrounding the lack of license and will take appropriate action. The teacher shall be advised that the teacher's failure to have the license reinstated will constitute gross insubordination, inefficiency and willful neglect of duty which are grounds for immediate discharge from employment.

- D. The duty and responsibility of maintaining a current and valid teaching license appropriate to the teaching assignment as required by this policy shall remain with the teacher, notwithstanding the superintendent's failure to discover a lapsed license or license that does not support the teaching assignment. A teacher's failure to comply with this policy may be grounds for the teacher's immediate discharge from employment.

Legal References: Minn. Stat. § 122A.16 (Qualified Teacher Defined)
Minn. Stat. § 122A.22 (District Verification of Teacher Licenses)
Minn. Stat. § 122A.40, Subd. 13 (Employment; Contracts; Termination – Immediate Discharge)
Minn. Stat. § 127A.42 (Reduction of Aid for Violation of Law)
Vettleson v. Special Sch. Dist. No. 1, 361 N.W.2d 425 (Minn. App. 1985)
Lucio v. School Bd. of Independent Sch. Dist. No. 625, 574 N.W.2d 737 (Minn. App. 1998)
In the Matter of the Proposed Discharge of John R. Statz (Christine D. VerPloeg), June 8, 1992, *affirmed*, 1993 WL 129639 (Minn. App. 1993)

Cross References:

Policy Adopted: May 12, 2008
Revised: Nov 2016 / December 9, 2019
Independent School District
Waconia, MN

7.E.7. 425 Staff Development

Adopted: _____

MSBA/MASA Model Policy 425

Orig. 2001

Revised: _____

Rev. 201621

425 STAFF DEVELOPMENT AND MENTORING

[Note: The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

The purpose of this policy is to establish a staff development program and structure to carry out planning and reporting on staff development that supports improved student learning.

II. ADVISORY STAFF DEVELOPMENT COMMITTEE AND SITE PROFESSIONAL DEVELOPMENT TEAMS

A. The school board will establish an Advisory Staff Development Committee to develop a Staff Development Plan, assist Site Professional Development Teams in developing a site plan consistent with the goals of the Staff Development Plan, and evaluate staff development efforts at the site level.

1. The majority of the membership of the Advisory Staff Development Committee shall consist of teachers representing various grade levels, subject areas, and special education. The Committee also will include nonteaching staff, parents, and administrators.
2. Members of the Advisory Staff Development Committee shall be appointed by the school board. Committee members shall serve a two-year term^{1*} based upon nominations by board members, teachers, and paraprofessionals. The school board shall appoint replacement members of the Advisory Staff Development Committee as soon as possible following the resignation, death, serious illness, or removal of a member from the Committee.

B. The school board ~~will establish~~ shall approve the guidelines for member representation of the Site Professional Development Teams.

1. Members of the Site Professional Development Teams will be appointed by the ~~school board~~ Superintendent or designee. Team members shall serve a two-year term* based upon nominations by board members, ~~administration~~, teachers, and paraprofessionals. The school board shall appoint replacement members of the Site Professional Development Teams as soon as possible following the resignation, death, serious illness, or removal of a member from the Team.
2. The majority of the Site Professional Development Teams shall be teachers representing various grade levels, subject areas, and special education.

III. DUTIES OF THE ADVISORY STAFF DEVELOPMENT COMMITTEE

A. The Advisory Staff Development Committee will develop a Staff Development Plan ~~which that~~ will be reviewed and subject to approval by the school board twice a year annually.^{2*}

^{1*} This time period may be changed to accommodate individual school district needs.

^{2*} This time period may be changed to accommodate individual school district needs.

B. The Staff Development Plan must contain the following elements:

1. Staff development outcomes ~~which~~that are consistent with the education outcomes as may be determined periodically by the school board;

[Note: The board-determined education outcomes for your district could be inserted here.]

2. The means to achieve the Staff Development outcomes;
3. The procedures for evaluating progress at each school site toward meeting educational outcomes consistent with relicensure requirements under ~~Minnesota Statutes, §section~~ 122A.187, ~~Subd. 4~~;
4. Ongoing staff development activities that contribute toward continuous improvement in achievement of the following goals:
 - a. Improve student achievement of state and local education standards in all areas of the curriculum, including areas of regular academic and applied and experiential learning, by using research-based best practices methods;
 - b. Effectively meet the needs of a diverse student population, including at-risk children, children with disabilities, English learners, and gifted children, within the regular classroom, applied and experiential learning settings, and other settings;
 - c. Provide an inclusive curriculum for a racially, ethnically, linguistically, and culturally diverse student population that is consistent with state education diversity rule and the district's education diversity plan;
 - d. Improve staff collaboration and develop mentoring and peer coaching programs for teachers new to the school or district;
 - e. Effectively teach and model violence prevention policy and curriculum that address early intervention alternatives, issues of harassment, and teach nonviolent alternatives for conflict resolution;
 - f. Effectively deliver digital and blended learning and curriculum and engage students with technology; and
 - g. Provide teachers and other members of site-based management teams with appropriate management and financial management skills.
5. The Staff Development Plan also must:
 - a. Support stable and productive professional communities achieved through ongoing and schoolwide progress and growth in teaching practice;
 - b. Emphasize coaching, professional learning communities, classroom action research, and other job-embedded models;
 - c. Maintain a strong subject matter focus premised on students' learning goals consistent with ~~Minnesota Statutes, §section~~ 120B.125;
 - d. Ensure specialized preparation and learning about issues related to teaching English learners and students with special needs by focusing

on long-term systemic efforts to improve educational services and opportunities and raise student achievement; and

- e. Reinforce national and state standards of effective teaching practice.
6. Staff development activities must:
- a. Focus on the school classroom and research-based strategies that improve student learning;
 - b. Provide opportunities for teachers to practice and improve their instructional skills over time;
 - c. Provide opportunities for teachers to use student data as part of their daily work to increase student achievement;
 - d. Enhance teacher content knowledge and instructional skills, including to accommodate the delivery of digital and blended learning and curriculum and engage students with technology;
 - e. Align with state and local academic standards;
 - f. Provide opportunities to build professional relationships, foster collaboration among principals and staff who provide instruction, and provide opportunities for teacher-to-teacher mentoring;
 - g. Align with the plan, if any, of the district or site for an alternative teacher professional pay system;
 - h. Provide teachers of English learners, including English as a second language, and content teachers with differentiated instructional strategies critical for ensuring students long-term academic success, the means to effectively use assessment data on the academic literacy, oral academic language, and English language development of English learners, and skills to support native and English language development across the curriculum; and
 - i. Provide opportunities for staff to learn about current workforce trends, the connections between workforce trends and postsecondary education, and training options, including career and technical education options.
7. Staff development activities may include curriculum development and curriculum training programs and activities that provide teachers and other members of site-based teams training to enhance team performance.
8. The school district may implement other staff development activities required by law and activities associated with professional teacher compensation models.

[Note: To the extent the school board offers K-12 teachers the opportunity for more staff development training under Minnesota Statutes, [§section 122A.40, Subdivisions. 7 and 7a](#), or Minnesota Statutes, [§section 122A.41, Ssubdivision. 4 and 4a](#), such additional days of staff development should include peer mentoring, peer gathering, continuing education, professional development, or other training which enable teachers to achieve the staff development outcomes enumerated above in Section III.B.4.]

- C. The Advisory Staff Development Committee will assist Site Professional Development Teams in developing a site plan consistent with the goals and outcomes of the Staff

Development Plan.

- D. The Advisory Staff Development Committee will evaluate staff development efforts at the site level and will report to the school board ~~on a quarterly basis~~ annually^{3*} the extent to which staff at the site have met the outcomes of the Staff Development Plan.
- ~~E.~~ In addition to developing a Staff Development Plan, the Staff Development Advisory Committee also must develop teacher mentoring programs for teachers new to the profession or school district, including teaching residents, teachers of color, teachers who are American Indian, teachers in license shortage areas, teachers with special needs, or experienced teachers in need of peer coaching. Teacher mentoring programs must be included in or aligned with the school district's teacher evaluation and peer review processes under Minnesota Statutes sections 122A.40, subdivision 8 or 122A.41, subdivision 5.
- ~~EF.~~ The Advisory Staff Development Committee shall assist the school district in preparing any reports required by the Department of Education relating to staff development or teacher mentoring including, but not limited to, the reports referenced in Section VII. below.

IV. DUTIES OF THE SITE PROFESSIONAL DEVELOPMENT TEAM

- A. Each Site Professional Development Team shall develop a site plan, consistent with the goals of the Staff Development Plan. The school board will review the site plans for consistency with the Staff Development Plan ~~twice a year~~ annually.*
- B. The Site Professional Development Team must demonstrate to the school board the extent to which staff at the site have met the outcomes of the Staff Development Plan. The actual reports to the school board can be made by the Advisory Staff Development Committee to avoid duplication of effort.
- C. If the school board determines that staff development outcomes are not being met, it may withhold a portion of the initial allocation of revenue referenced in Section V. below.

V. STAFF DEVELOPMENT FUNDING

- A. Unless the school district is in statutory operating debt or a majority of the school board and a majority of its licensed teachers annually vote to waive the requirement to reserve basic revenue for staff development, the school district will reserve an amount equal to at least two percent of its basic revenue for: (1) teacher development and evaluation under Minnesota Statutes, section 122A.40, Ssubdivision- 8 or 122A.41, Ssubdivision- 5; (2) principal development and evaluation under section 123B.147, Ssubdivision. 3; (3) professional development under section 122A.60; and (4) in-service education for programs under section 120B.22, Ssubdivision- 2; and (5) teacher mentorship under section 122A.70, subdivision 1. violence prevention programs to help students learn how to resolve conflicts within their families and communities in non-violent, effective ways; staff development plans; curriculum development and programs; other in-service education; teachers' workshops; teacher conferences; the cost of substitute teachers for staff development purposes; preservice and in-service education for special education professionals and paraprofessionals; and other related costs for staff development efforts. To the extent extra funds remain, staff development revenue may be used for development plans, including plans for challenging instructional activities and experiences under section 122A.60, and for curriculum development and programs, other in-service education, teacher's workshops, teacher conferences, the cost of

^{3*} This time period may be changed to accommodate individual school district needs.

substitute teachers for staff development purposes, preservice and in-service education for special education professionals and paraprofessionals, and other related costs for staff development efforts. The school district also may use the revenue reserved for staff development for grants to the school district's teachers to pay for coursework and training leading to certification as either a college in the schools teacher or a concurrent enrollment teacher. ~~In order to~~To receive a grant, the teacher must be enrolled in a program that includes coursework and training focused on teaching a core subject.

- B. The school district may, in its discretion, expend an additional amount of unreserved revenue for staff development based on its needs.
- C. Release time provided for teachers to supervise students on field trips and school activities, or independent tasks not associated with enhancing the teacher's knowledge and instructional skills, such as preparing report cards, calculating grades, or organizing classroom materials, may not be counted as staff development time that is financed with staff development reserved revenue under Minnesota Statutes ~~§~~section 122A.61.
- D. The school district may use staff development revenue, special grant programs established by the legislature, or another funding source to pay a stipend to a mentor who may be a current or former teacher who has taught at least three (3) years and is not on an improvement plan. Other initiatives using such funds. or funds available under Minnesota Statutes sections 124D.861 and 124D.862, may include:
 - 1. additional stipends as incentives to mentors of color or who are American Indian;
 - 2. financial supports for professional learning community affinity groups across schools within and between districts for teachers from underrepresented racial and ethnic groups to come together throughout the school year;
 - 3. programs for induction aligned with the school district or school mentorship program during the first three (3) years of teaching, especially for teachers from underrepresented racial and ethnic groups; or
 - 4. grants supporting licensed and nonlicensed educator participation in professional development, such as workshops and graduate courses, related to increasing student achievement for students of color and American Indian students in order to close opportunity and achievement gaps.

To the extent the school district receives a grant for any of the above purposes, it will negotiate additional retention strategies or protection from unrequested leave of absences in the beginning years of employment for teachers of color and teachers who are American Indian. Retention strategies may include providing financial incentives for teachers of color and teachers who are American Indian to work in the school or district for at least five (5) years and placing American Indian educators at sites with other American Indian educators and educators of color at sites with other educators of color to reduce isolation and increase opportunity for collegial support.

VI. PROCEDURE FOR USE OF STAFF DEVELOPMENT FUNDS

- A. On a yearly^{4*} basis, the Advisory Staff Development Committee, with the assistance of the Site Professional Development Teams, shall prepare a projected budget setting forth proposals for allocating staff development and mentoring funds reserved for each school site. Such budgets shall include, but not be limited to, projections as to the cost of building site training programs, costs of individual staff seminars, and cost of substitutes.

^{4*} This time period may be changed to accommodate individual school district needs.

- B. Upon approval of the budget by the school board, the Advisory Committee shall be responsible for monitoring the use of such funds in accordance with the Staff Development Plan and budget. The requested use of staff development funds must meet or make progress toward the goals and objectives of the Staff Development Plan. All costs/expenditures will be reviewed by the school board and/or superintendent for consistency with the Staff Development Plan on a quarterly basis.*
- C. Individual requests from staff for leave to attend staff development activities shall be submitted and reviewed according to school district policy, staff procedures, contractual agreement, and the effect on school district operations. Failure to timely submit such requests may be cause for denial of the request.

VII. REPORTING

- A. The school district and site staff development committee shall prepare a report of the previous fiscal year's staff development activities and expenditures as part of the school district's world's best workforce report.
 - 1. The report must include assessment and evaluation data indicating progress toward district and site staff development goals based on teaching and learning outcomes, including the percentage of teachers and other staff involved in instruction who participate in effective staff development activities.
 - 2. The report will provide a breakdown of expenditures for:
 - a. Curriculum development and curriculum training programs;
 - b. Staff development training models, workshops, and conferences; and
 - c. The cost of releasing teachers or providing substitute teachers for staff development purposes.

The report also must indicate whether the expenditures were incurred at the district level or the school site level and whether the school site expenditures were made possible by the grants to school sites that demonstrate exemplary use of allocated staff development revenue. These expenditures must be reported using the uniform financial and accounting and reporting standards (UFARS).

B.3. The report will be signed by the superintendent and staff development chair.

B. To the extent the school district receives a grant for mentorship activities described in Section V.D., by June 30 of each year after receiving a grant, the site staff development committee must submit a report to the Professional Educator Licensing and Standards Board on program efforts that describes mentoring and induction activities and assesses the impact of these programs on teacher effectiveness and retention.

Legal References:

Minn. Stat. § 120A.41 (Length of School Year; Days of Instruction)
 Minn. Stat. § 120A.415 (Extended School Calendar)
 Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
 Minn. Stat. § 120B.22, Ssubd. 2 (Violence Prevention Education)
 Minn. Stat. § 122A.18~~7~~, ~~Subd. 4~~ (Board to Issue Licenses; Expiration and Renewal)
 Minn. Stat. § 122A.40, Ssubds. 7, ~~and 7a~~ and 8 (Employment; Contracts; Termination ~~–Additional Staff Development and Salary~~)

Minn. Stat. § 122A.41, ~~S~~subds. 4, ~~and~~ 4a and 5 (Teacher Tenure Act; Cities of the First Class; Definitions – ~~Additional Staff Development and Salary~~)
Minn. Stat. § 122A.60 (Staff Development Program)
[Minn. Stat. § 122A.70 \(Teacher Mentorship and Retention of Effective Teachers\)](#)
Minn. Stat. § 122A.61 (Reserved Revenue for Staff Development)
[Minn. Stat. § 123B.147, subd. 3 \(Principals\)](#)
[Minn. Stat. § 124D.861 \(Achievement and Integration for Minnesota\)](#)
[Minn. Stat. § 124D.862 \(Achievement and Integration Revenue\)](#)
Minn. Stat. § 126C.10, ~~S~~subds. 2 and 2b (General Education Revenue)
Minn. Stat. § 126C.13, ~~S~~subd. 5 (General Education Levy and Aid)

Cross References: [None.](#)

425 STAFF DEVELOPMENT

[Note: The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

The purpose of this policy is to establish a staff development program and structure to carry out planning and reporting on staff development that supports improved student learning.

II. ADVISORY STAFF DEVELOPMENT COMMITTEE AND SITE PROFESSIONAL DEVELOPMENT TEAMS

A. The school board will establish a Staff Development Advisory Committee to develop a District Staff Development Plan, assist Site Professional Development Teams in developing a site plan consistent with the goals of the District Plan, and evaluate staff development efforts at the site level.

1. The majority of the membership of the Advisory Staff Development Committee shall consist of teachers representing various grade levels, subject areas, and special education. The Committee also will include nonteaching staff, parents, and administrators.

B. The district will establish Site Professional Development Teams.

1. Administrators will determine the Site Professional Development Teams based on site and staff need.

2. The majority of the Site Professional Development Teams shall be teachers representing various grade levels, subject areas, and special education.

III. DISTRICT STAFF DEVELOPMENT PLAN

A. The Staff Development Advisory Committee will develop a District Staff Development Plan. This plan will be reviewed by the school board on an annual basis as part of the district strategic road map;

B. The District Staff Development Plan will address:

1. Goals and desired outcomes that are aligned with the district's strategic initiatives;

[Note: The board-determined education outcomes for your district could be inserted here.]

2. The means to achieve the goals and desired outcomes;

3. The process for evaluating progress at each school site toward meeting educational outcomes.
 4. The Staff Development Plan will also:
 - a. Support stable and productive professional communities achieved through ongoing and schoolwide progress and growth in teaching practice;
 - b. Emphasize coaching, professional learning communities, classroom action research, and other job-embedded models;
 - c. Maintain a strong subject matter focus premised on students' learning goals consistent with Minn. Stat. § 120B.125;
 - d. Ensure specialized preparation and learning about issues related to teaching students with special needs and limited English proficiency; and
 - e. Reinforce national and state standards of effective teaching practice.
- C. The Staff Development Advisory Committee will assist Site Professional Development Teams in developing a site plan consistent with the goals and desired outcomes of the Staff Development Plan.
- D. The Staff Development Advisory Committee will annually evaluate staff development efforts at the site level and the extent to which staff at the site have met the goals and desired outcomes of the District Staff Development Plan.
- E. The Staff Development Advisory Committee shall assist the school district in preparing any reports required by the Department of Education relating to staff development.

IV. STAFF DEVELOPMENT ACTIVITIES

- A. The Staff Development Plan and district practices will support ongoing staff development activities that contribute toward continuous improvement in achievement of the following goals:
1. Improve student achievement of state and local education standards in all areas of the curriculum by using best practices methods;
 2. Effectively meet the needs of a diverse student population, including at-risk children, children with disabilities, and gifted children, within the regular classroom and other settings;

3. Provide an inclusive curriculum for a racially, ethnically, and culturally diverse student population that is consistent with state education diversity rule and the district's education diversity plan;
4. Improve staff collaboration and develop mentoring and peer coaching programs for teachers new to the school or district;
5. Effectively teach and model violence prevention policy and curriculum that address early intervention alternatives, issues of harassment, and teach nonviolent alternatives for conflict resolution;
6. Effectively deliver digital and blended learning and curriculum and engage students with technology; and
7. Provide teachers and other members of the site-based management teams with appropriate management and financial management skills;

B. Staff Development Activities will include:

1. Focus on the school classroom and research-based strategies that improve student learning;
2. Provide opportunities for teachers to practice and improve their instructional skills over time;
3. Provide opportunities for teachers to use student data as part of their daily work to increase student achievement;
4. Enhance teacher content knowledge and instructional skills, including to accommodate the delivery of digital and blended learning and curriculum and engage students with technology;
5. Align with state and local academic standards;
6. Provide opportunities to build professional relationships, foster collaboration among principals and staff who provide instruction, and provide opportunities for teacher-to-teacher mentoring; and
7. Align with the plan, if any, of the district or site for an alternative teacher professional pay system.

C. Staff development activities may include curriculum development and curriculum training programs and activities that provide teachers and other members of site-based teams training to enhance team performance.

- D. The school district may implement other staff development activities required by law and activities associated with professional teacher compensation models.

V. STAFF DEVELOPMENT FUNDING

- A. Unless the school district is in statutory operating debt or a majority of the school board and a majority of its licensed teachers annually vote to waive the requirement to reserve basic revenue for staff development, the school district will reserve an amount equal to at least two percent of its basic revenue for:

- 1. in-service education for violence prevention programs to help students learn how to resolve conflicts within their families and communities in non-violent, effective ways;

- 2. staff development plans;

- 3. curriculum development and programs;

- 4. other in-service education;

- 5. teachers' workshops;

- 6. teacher conferences;

- 7. the cost of substitute teachers for staff development purposes; preservice and in-service education for special education professionals and paraprofessionals; and

- 8. other related costs for staff development efforts.

- B. The school district also may use the revenue reserved for staff development for grants to the school district's teachers to pay for coursework and training leading to certification as either a college in the schools teacher or a concurrent enrollment teacher. In order to receive a grant, the teacher must be enrolled in a program that includes coursework and training focused on teaching a core subject.

- C. The school district may, in its discretion, expend an additional amount of unreserved revenue for staff development based on its needs.

- D. Release time provided for teachers to supervise students on field trips and school activities, or independent tasks not associated with enhancing the teacher's knowledge and instructional skills, such as preparing report cards, calculating grades, or organizing classroom materials, may not be counted as staff development time that is financed with staff development reserved revenue under Minn. Stat. § 122A.61.

VI. PROCEDURE FOR USE OF STAFF DEVELOPMENT FUNDS

- A. On an annual basis, the Staff Development Advisory Committee, with the assistance of the Site Professional Development Teams, shall prepare a projected budget setting forth proposals for allocating staff development funds reserved for each school site. Such budgets shall include, but not be limited to, projections as to the cost of building site training programs, costs of individual staff seminars, and cost of substitutes.
- B. Upon approval of the budget by the school board, the Advisory Committee shall be responsible for monitoring the use of such funds in accordance with the Staff Development Plan and budget. The requested use of staff development funds must meet or make progress toward the goals and objectives of the Staff Development Plan. All costs/expenditures will be reviewed by the superintendent [or designee] for consistency with the Staff Development Plan on an annual basis.
- C. Individual requests from staff for leave to attend staff development activities shall be submitted and reviewed according to school district policy, staff procedures, contractual agreement, and the effect on school district operations. Failure to timely submit such requests may be cause for denial of the request.

VII. REPORTING

- A. The school district designee, in partnership with the Staff Development Advisory Committee, shall prepare a report of the previous fiscal year's staff development activities and expenditures as part of the school district's world's best workforce report.
 - 1. The report must include assessment and evaluation data indicating progress toward district and site staff development goals based on teaching and learning outcomes, including the percentage of teachers and other staff involved in instruction who participate in effective staff development activities. The report will provide a breakdown of expenditures for:
 - a. Curriculum development and curriculum training programs;
 - b. Staff development training models, workshops, and conferences; and
 - c. The cost of releasing teachers or providing substitute teachers for staff development purposes.
 - 2. The report also must indicate whether the expenditures were incurred at the district level or the school site level and whether the school site expenditures were made possible by the grants to school sites that demonstrate exemplary use of allocated staff development revenue. These expenditures must be reported using the uniform financial and accounting and reporting standards (UFARS).
- B. The school district will utilize the reporting form and/or system designated by the

Commissioner. The report will be signed by the superintendent and staff development chair.

Legal References: Minn. Stat. § 120A.41 (Length of School Year; Days of Instruction)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 120B.22, Subd. 2 (Violence Prevention Education)
Minn. Stat. § 122A.18, Subd. 4 (Board to Issue Licenses; Expiration and Renewal)
Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination - Additional Staff Development and Salary)
Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions - Additional Staff Development and Salary)
Minn. Stat. § 122A.60 (Staff Development Program)
Minn. Stat. § 122A.61 (Reserved Revenue for Staff Development)
Minn. Stat. § 126C.10, Subds. 2 and 2b (General Education Revenue)
Minn. Stat. § 126C.13, Subd. 5 (General Education Levy and Aid)

Cross References:

Policy Adopted: May 12, 2008
Revised: June 2011 / August 2015 / February 2020
Independent School District No. 110
Waconia, MN

8. **DISCUSSION ITEMS**

8.A. First Read Board Policies

8.A.1. 616 School District System Accountability

Adopted: _____

MSBA/MASA Model Policy 616

Orig. 1997

Revised: _____

Rev. 2022~~19~~

616 SCHOOL DISTRICT SYSTEM ACCOUNTABILITY

[Note: ~~Minn. Stat. § 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 ~~Minn. Stat. §Minnesota Statutes section~~ 120B.11.]

I. PURPOSE

The purpose of this policy is to focus public education strategies on a process ~~which that~~ promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding the implementation of the Minnesota K-12 Academic Standards and federal law.

II. GENERAL STATEMENT OF POLICY

Implementation of the Minnesota K-12 Academic Standards and federal law ~~will requires a new level of~~ accountability for the school district. The school district ~~will established~~ a system to transition to the graduation requirements of the Minnesota K-12 Academic Standards. The school district also ~~will established~~ a system to review and improve instruction, curriculum, and assessment which will include substantial input by students, parents or guardians, and local community members. The school district will be accountable to the public and the state through annual reporting.

III. DEFINITIONS

- A. "Credit" means a student's successful completion of an academic ~~course year of study~~ or a student's mastery of the applicable subject matter, as determined by the school district.
- B. "Graduation Standards" means the credit requirements and locally adopted content standards or Minnesota K-12 Academic Standards that school districts must offer and certify that students complete to be eligible for a high school diploma.
- C. "World's best workforce" means striving to: meet school readiness goals; have all third grade students achieve grade-level literacy; 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; and have all students graduate from high school.

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING

A. School District Goals

- 1. The school board has established school district-wide goals ~~which that~~ provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota K-12 Academic Standards and federal law. The broad goals shall be reviewed annually and approved by the school board. The school board shall adopt annual goals based on the recommendations of the school district's Advisory Committee.

2. ~~The school board shall approve the guidelines for member representation of the Advisory Committee is will be established by the school board~~ to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.
 3. The school district-wide improvement goals should address recommendations identified through the Advisory Committee process. The school district's goal setting process will include consideration of individual site goals. School district goals may also be developed through an education effectiveness program, an evaluation of student progress committee, or through some other locally determined process.
- B. System for Reviewing All Instruction and Curriculum. Incorporated in the process will be analysis of the school district's progress toward implementation of the Minnesota Academic Standards. Instruction and curriculum shall be reviewed and evaluated by taking into account strategies and best practices, student outcomes, principal evaluations under ~~Minn. Stat. §Minnesota Statutes section 123B.147, Subd. 3,~~ and teacher evaluations under ~~Minn. Stat. §Minnesota Statutes section 122A.40, Subd. 8,~~ or ~~122A.41, Subd. 5.~~
- [Insert Local Cycle in this space]***
1. The ~~Director of Teaching and Learning~~ superintendent **[or designee]** shall be responsible for developing procedures and guidelines to establish an orderly process for the review and recommendation of textbooks and other instructional materials by the professional staff.
- C. Implementation of Graduation Requirements
1. The Advisory Committee shall also advise the school board on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. Recommendations of the Advisory Committee shall be published annually to the community. The school board shall receive public input and comment and shall adopt or update this policy at least annually.
 2. The school board shall annually review and determine if student achievement levels at each school site meet federal expectations. If the school board determines that student achievement levels at a school site do not meet federal expectations and the site has not made adequate yearly progress for two consecutive school years, the Advisory Committee shall work with the school site to adopt a plan to raise student achievement levels to meet federal expectations. The Advisory Committee may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) (Commissioner) in developing a plan which must include parental involvement components.
 3. The educational assessment system component utilized by the school board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of achievement growth that show an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or districtwide assessments. The school board will utilize models developed by the Commissioner for measuring individual student progress. The school board must coordinate with MDE in evaluating school sites and continuous improvement plans, consistent with best practices.
- D. Comprehensive Continuous Improvement of Student Achievement
1. By ~~[]~~ **December 1st** of each year, the Advisory Committee will meet

to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process.

2. The Advisory Committee, working in cooperation with other committees of the school district [*such as the Technology, Educational Effectiveness, Grade Level, Site Instruction, Curriculum and Assessment Committees, etc.*], will provide active community participation in:
 - a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota K-12 Academic Standards;
 - b. Identifying annual instruction and curriculum improvement goals for recommendation to the school board;
 - c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals; and,
 - d. Advising the school board about development of the annual budget.
3. The Advisory Committee shall meet the following criteria:
 - a. The Advisory Committee shall ensure active community participation in all planning for instruction and curriculum affecting Graduation Standards.
 - b. The Advisory Committee shall make recommendations to the school board on school district-wide standards, assessments, and program evaluation.
 - c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.
 - d. A local plan to evaluate student progress, using a local process, shall be used for developing a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.
4. The Advisory Committee shall, when possible, be comprised of at least two-thirds community representatives and shall reflect the diversity of the community. To the extent possible, the Advisory Committee shall reflect the diversity of the school district and its school sites and include teachers, parents (non-employee), support staff, students, and other community residents. Included in its membership should be:
 - ~~a. The Director of Curriculum (or similar educational leader)~~
 - ~~b. Principal~~
 - ~~c. School Board Member~~
 - ~~d. Student Representative~~
 - ~~e. One teacher from each building or instructional level~~

- ~~f. Two parents from each building or instructional level~~
- ~~g. Two residents without school-aged children, non-representative of local business or industry~~
- ~~h. Two residents representative of local business or industry~~
- ~~i. District Assessment Coordinator (if different from "a." above)~~

[Note: This Advisory Committee composition is a model only.]

- 5. Translation services should be provided to the extent appropriate and practicable.
- 6. The Advisory Committee shall meet ~~the following timeline each year at least 4 times per year and cover the following items:~~

~~Month:~~ a. Organizational meeting of the Committee to review the authorizing legislation and the roles and responsibilities of the Committee as determined by the school board.

~~Month(s):~~ b. Agree on the process to be used. Become familiar with the instruction and curriculum of the cycle content area.

~~Month(s):~~ c. Review evaluation results and prepare recommendations.

~~Month:~~ d. Present recommendations to the school board for its input and approval.

- E. Evaluation of Student Progress Committee. A committee of professional staff shall develop a plan for assessment of student progress toward Literacy by Grade 3, the Graduation Standards, as well as program evaluation data for use by the Advisory Committee to review instruction and curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site. This plan shall annually be approved by the school board.

F. Reporting

- 1. Consistent with ~~Minn. Stat. §Minnesota Statutes section~~ 120B.36, Subd. 1, the school board shall publish a report in the local newspaper with the largest circulation in the district, by mail, or by electronic means on the school district website. The school board shall hold an annual public meeting to review and revise, where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction and cultural competency and efforts to equitably distribute diverse, effective, experienced, and in-field teachers, and to review school district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to the world's best workforce. The school board must transmit an electronic summary of its report to the Commissioner in the form and manner the Commissioner determines. The school district shall periodically survey affected constituencies in their native languages, where appropriate and practicable, about their connection to and level of satisfaction with school. The school district shall include the results of this evaluation in its published reports and in its summary report to the Commissioner.
- 2. The school performance report for a school site and a school district must include performance reporting information and calculate proficiency rates as required

by the most recently reauthorized Elementary and Secondary Education Act.

Legal References:

Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.35 (Student Academic Achievement Levels and Growth)
Minn. Stat. § 120B.36 (School Accountability; ~~Appeals Process~~)
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.04 (Site Decision Making; Individualized Learning Agreement; Other Agreements Agreement)
Minn. Stat. § 123B.147, ~~Subd. 3~~ (Principals)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 00-3501.0815 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
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 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
District 110 Policy 603 (Curriculum Development)
District 110 Policy 606 (Textbooks and Instructional Materials)
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 617 (School District Ensurance of Preparatory and High School Standards)
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)

616 SCHOOL DISTRICT SYSTEM ACCOUNTABILITY

[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 focus public education strategies on a process that promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding the implementation of the Minnesota K-12 Academic Standards and federal law.

II. GENERAL STATEMENT OF POLICY

Implementation of the Minnesota K-12 Academic Standards and federal law requires accountability for the school district. The school district established a system to transition to the graduation requirements of the Minnesota K-12 Academic Standards. The school district also established a system to review and improve instruction, curriculum, and assessment which will include substantial input by students, parents or guardians, and local community members. The school district will be accountable to the public and the state through annual reporting.

III. DEFINITIONS

- A. "Credit" means a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter, as determined by the school district.
- B. "Graduation Standards" means the credit requirements and locally adopted content standards or Minnesota K-12 Academic Standards that school districts must offer and certify that students complete to be eligible for a high school diploma.
- C. "World's best workforce" means striving to: meet school readiness goals; have all third grade students achieve grade-level literacy; 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; and have all students graduate from high school.

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING

- A. School District Goals
 - 1. The school board has established school district-wide goals that provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota K-12 Academic Standards and federal law. The broad goals shall be reviewed annually and approved by the school board. The school board shall adopt annual goals based on the recommendations of the school district's Advisory Committee.
 - 2. The Advisory Committee is established by the school board to ensure active

community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.

3. The school district-wide improvement goals should address recommendations identified through the Advisory Committee process. The school district's goal setting process will include consideration of individual site goals. School district goals may also be developed through an education effectiveness program, an evaluation of student progress committee, or through some other locally determined process.

- B. System for Reviewing All Instruction and Curriculum. Incorporated in the process will be analysis of the school district's progress toward implementation of the Minnesota Academic Standards. Instruction and curriculum shall be reviewed and evaluated by taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes section 123B.147, and teacher evaluations under Minnesota Statutes section 122A.40 or 122A.41.

[Insert Local Cycle in this space]

- C. Implementation of Graduation Requirements

1. The Advisory Committee shall also advise the school board on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. Recommendations of the Advisory Committee shall be published annually to the community. The school board shall receive public input and comment and shall adopt or update this policy at least annually.
2. The school board shall annually review and determine if student achievement levels at each school site meet federal expectations. If the school board determines that student achievement levels at a school site do not meet federal expectations and the site has not made adequate yearly progress for two consecutive school years, the Advisory Committee shall work with the school site to adopt a plan to raise student achievement levels to meet federal expectations. The Advisory Committee may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) (Commissioner) in developing a plan which must include parental involvement components.
3. The educational assessment system component utilized by the school board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of achievement growth that show an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or districtwide assessments. The school board will utilize models developed by the Commissioner for measuring individual student progress. The school board must coordinate with MDE in evaluating school sites and continuous improvement plans, consistent with best practices.

- D. Comprehensive Continuous Improvement of Student Achievement

1. By [date] of each year, the Advisory Committee will meet to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process.

2. The Advisory Committee, working in cooperation with other committees of the school district [*such as the Technology, Educational Effectiveness, Grade Level, Site Instruction, Curriculum and Assessment Committees, etc.*], will provide active community participation in:
 - a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota K-12 Academic Standards;
 - b. Identifying annual instruction and curriculum improvement goals for recommendation to the school board;
 - c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals; and,
 - d. Advising the school board about development of the annual budget.
3. The Advisory Committee shall meet the following criteria:
 - a. The Advisory Committee shall ensure active community participation in all planning for instruction and curriculum affecting Graduation Standards.
 - b. The Advisory Committee shall make recommendations to the school board on school district-wide standards, assessments, and program evaluation.
 - c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.
 - d. A local plan to evaluate student progress, using a local process, shall be used for developing a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.
4. The Advisory Committee shall, when possible, be comprised of at least two-thirds community representatives and shall reflect the diversity of the community. To the extent possible, the Advisory Committee shall reflect the diversity of the school district and its school sites and include teachers, parents, support staff, students, and other community residents. Included in its membership should be:
 - a. The Director of Curriculum (or similar educational leader)
 - b. Principal
 - c. School Board Member
 - d. Student Representative

- e. One teacher from each building or instructional level
- f. Two parents from each building or instructional level
- g. Two residents without school-aged children, non-representative of local business or industry
- h. Two residents representative of local business or industry
- i. District Assessment Coordinator (if different from "a." above)

[Note: This Advisory Committee composition is a model only.]

5. Translation services should be provided to the extent appropriate and practicable.

6. The Advisory Committee shall meet the following timeline each year:

Month: Organizational meeting of the Committee to review the authorizing legislation and the roles and responsibilities of the Committee as determined by the school board.

Month(s): Agree on the process to be used. Become familiar with the instruction and curriculum of the cycle content area.

Month(s): Review evaluation results and prepare recommendations.

Month: Present recommendations to the school board for its input and approval.

E. Evaluation of Student Progress Committee. A committee of professional staff shall develop a plan for assessment of student progress toward Literacy by Grade 3, the Graduation Standards, as well as program evaluation data for use by the Advisory Committee to review instruction and curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site. This plan shall annually be approved by the school board.

F. Reporting

1. Consistent with Minnesota Statutes section 120B.36, Subd. 1, the school board shall publish a report in the local newspaper with the largest circulation in the district, by mail, or by electronic means on the school district website. The school board shall hold an annual public meeting to review and revise, where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction and cultural competency and efforts to equitably distribute diverse, effective, experienced, and in-field teachers, and to review school district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to the world's best workforce. The school board must transmit an electronic summary of its report to the Commissioner in the form and manner the Commissioner determines. The school district shall periodically survey affected constituencies in their native languages, where appropriate and practicable, about their connection to and level of satisfaction

with school. The school district shall include the results of this evaluation in its published reports and in its summary report to the Commissioner.

2. The school performance report for a school site and a school district must include performance reporting information and calculate proficiency rates as required by the most recently reauthorized Elementary and Secondary Education Act.

Legal References: Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota’s Students)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World’s Best Workforce)
Minn. Stat. § 120B.35 (Student Academic Achievement and Growth)
Minn. Stat. § 120B.36 (School Accountability)
Minn. Stat. § 122A.40 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41 (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.04 (Site Decision Making; Individualized Learning Agreement; Other Agreements)
Minn. Stat. § 123B.147(Principals)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
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 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
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 617 (School District Ensurance of Preparatory and High School Standards)
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)

Policy Adopted: March 2004

Reviewed: June 2015, May 2016, April 2021

Revised: June 2022

Independent School District No. 110

Waconia, MN

8.A.2. 698 Teaching Controversial Topics

698 Teaching about Controversial Topics

I. PURPOSE

The District has a responsibility to include, in various curriculum areas and at all grade levels, content dealing with critical topics and using materials, some of which will be controversial or raise objections within the community. The school board has the final authority to give or withhold consent for any school activity or program.

II. DEFINITION

Controversial topics are defined as problems, subjects or questions about which there are major differences of opinion, for which there are no easy answers, and discussion of which generally create strong feelings among people.

III. GENERAL STATEMENT OF POLICY

The Policy of the Waconia Public School District is as follows:

A. Development of rational thinking and preparation for citizenship are the primary reasons for including the study of controversial topics or use of controversial materials in the curriculum.

B. The District, as an educational institution and as individual classroom teachers have a responsibility to give the student:

1. An opportunity to study controversial topics or read controversial materials which have political, economic or social significance about which they will begin to have an opinion.
2. Access to all relevant information, including the materials that circulate freely in the community.
3. Competent instruction balancing the various points-of-view in an atmosphere free from bias and prejudice.
4. The right to form and express their own opinions on controversial topics or materials without jeopardizing their relations with teachers or the schools.
5. Deliberate effort shall be made by the teacher to achieve balance over time in the viewpoints to which students are exposed. The teacher shall not espouse a biased viewpoint that is intended to influence students' creation of their own viewpoints.
6. Any outside speaker on controversial topics shall be approved by the Principal prior to utilization of the speaker. The use of any speaker on a controversial topic shall be balanced by another speaker who espouses an opposing view.
7. If a controversial issue that is neither directly related to the course content nor specified as a part of the curriculum unexpectedly arises during a class discussion, for example as the result of a student's questions or comments or in the coverage of current events, the teacher may dedicate sufficient time to the issue to assure balanced, impartial coverage.

IV. GUIDELINES

Guidelines for the selection of controversial topics or materials to be studied in the classroom:

- A. The topic or material should contribute toward helping students develop techniques for examining other controversial topics or materials.
- B. The topic or material should be suitable for students of the maturity and background represented in the respective class.
- C. The topic or material should be related to the standards and course content and help achieve those standards and course objectives.
- D. The topic or material should be of continuing significance.
- E. Exceptions to the above expectations may be granted by the building principal on a case-by-case basis.

F. Administration shall be responsible for informing all staff members of the policy on coverage of controversial issues in the curriculum. In doing so, they shall emphasize the basic assumption that the school is providing an opportunity for students to study controversial issues, not teaching a viewpoint on controversial issues.

G. A teacher who is in doubt concerning the advisability of discussing certain issues and materials in the classroom shall confer with his/her principal as to the appropriateness of doing so. If the teacher and principal are unable to agree, the issue shall be referred to the superintendent or superintendent's designee.

V. RECONSIDERATION OF A CONTROVERSIAL TOPIC

- A. The school district shall provide a process for members of the school district community to seek reconsideration of the use of a controversial topic or material as outlined in District Policy 606.

- B. The Superintendent or designee shall be responsible for the development of guidelines and procedures to identify the steps to be followed to seek reconsideration of the use of a controversial topic or material.

Cross References: District 110 Policy #604 Instructional Curriculum
District 110 Policy #606 Textbook and Instructional Materials
District 110 Policy #625 Media and Book Selection

8.A.3. 404 Employment Background Checks

Adopted: _____

MSBA/MASA Model Policy 404

Orig. 1995

Revised: _____

Rev. 2018-2022

404 EMPLOYMENT BACKGROUND CHECKS

[Note: The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment in the school district in order to promote the physical, social, and psychological well-being of its students. To that end, the school district will seek a criminal history background check for applicants who receive an offer of employment with the school district and on 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 any compensation is paid, or such other background checks as provided by this policy. The school district may also elect to do background checks of other volunteers, independent contractors, and student employees in the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall require that applicants for school district positions who receive an offer of employment and 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 any compensation is paid, submit to a criminal history background check. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district.
- B. The school district specifically reserves any and all rights it may have to conduct background checks regarding current employees, applicants, or service providers without the consent of such individuals.
- C. Adherence to this policy by the school district shall in no way limit the school district's right to require additional information, or to use procedures currently in place or other procedures to gain additional background information concerning employees, applicants, volunteers, service providers, independent contractors, and student employees.

III. PROCEDURES

- A. Normally an individual will not commence employment or provide services until the school district receives the results of the criminal history background check. The school district may conditionally hire an applicant or allow an individual to provide services pending completion of the background check but shall notify the individual that the individual's employment or opportunity to provide services may be terminated based on the result of the background check. Background checks will be performed by the Minnesota Bureau of Criminal Apprehension (BCA). The BCA shall conduct the background check by retrieving criminal history data as defined in [Minn. Stat. §Minnesota Statutes section 13.87](#). The school district reserves the right to also have criminal history background checks conducted by other organizations or agencies.

- B. In order for an individual to be eligible for employment or to provide athletic coaching services or other extracurricular academic coaching services to the school district, except for an enrolled student volunteer, the individual must sign a criminal history consent form, which provides permission for the school district to conduct a criminal history background check, and provide a money order or check payable to either the BCA or to the school district, at the election of the school district, in an amount equal to the actual cost to the BCA and the school district of conducting the criminal history background check. The cost of the criminal history background check is the responsibility of the individual, unless the school district decides to pay the costs for a volunteer, an independent contractor, or a student employee. If the individual fails to provide the school district with a signed Informed Consent Form and fee at the time the individual receives a job offer, or permission to provide services, the individual will be considered to have voluntarily withdrawn the application for employment or request to provide services.

[Note: If the school district elects to receive payment, it may, at its discretion, accept payment in the form of a negotiable instrument other than a money order or check and then pay the superintendent of the BCA directly to conduct the background check.]

- C. The school district, in its discretion, may elect not to request a criminal history background check on an individual who holds an initial entrance license issued by the Minnesota Professional Educator Licensing and Standards Board or the [Minnesota Commissioner of Education](#) within the 12 months preceding an offer of employment or permission to provide services.
- D. The school district may use the results of a criminal background check conducted at the request of another school hiring authority if:
1. the results of the criminal background check are on file with the other school hiring authority or otherwise accessible;
 2. the other school hiring authority conducted a criminal background check within the previous 12 months;
 3. the individual executes a written consent form giving the school district access to the results of the check; and
 4. there is no reason to believe that the individual has committed an act subsequent to the check that would disqualify the individual for employment or provision of services.
- E. For all nonstate residents who are offered employment with or the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, the school district shall request a criminal history background check on such individuals from the superintendent of the BCA and from the government agency performing the same function in the resident state or, if no government entity performs the same function in the resident state, from the Federal Bureau of Investigation. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district. Such individuals must provide an executed criminal history consent form.
- F. When required, individuals must provide fingerprints to assist in a criminal history

background check. If the fingerprints provided by the individual are unusable, the individual will be required to submit another set of prints.

- G. Copies of this policy shall be available in the school district's employment office and will be distributed to applicants for employment and individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services upon request. The need to submit to a criminal history background check may be included with the basic criteria for employment or provision of services in the position posting and position advertisements.
- H. The individual will be informed of the results of the criminal background check(s) to the extent required by law.
- I. If the criminal history background check precludes employment with, or provision of services to, the school district, the individual will be so advised.
- J. The school district may apply these procedures to other volunteers, independent contractors, or student employees.
- K. At the beginning of each school year or when a student enrolls, the school district will notify parents and guardians about this policy and identify those positions subject to a background check and the extent of the school district's discretion in requiring a background check. The school district may include this notice in its student handbook, a school policy guide, or other similar communication. A form notice for this purpose is included with this policy.

IV. CRIMINAL HISTORY CONSENT FORM

A form to obtain consent for a criminal history background check is included with this policy.

Legal References: Minn. Stat. § 13.04, Subd. 4 (~~Rights of Subjects of Data Inaccurate or Incomplete Data~~)
Minn. Stat. § 13.87, Subd. 1 (Criminal ~~Justice~~History Data)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. §§ 299C.60-299C.64 (Minnesota Child, ~~Elder, and Individuals with Disabilities~~ Protection Background Check Act)
Minn. Stat. § 364.09(b) (Exception for School Districts)

Cross References: None

404 EMPLOYMENT BACKGROUND CHECKS

[Note: The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment in the school district in order to promote the physical, social, and psychological well-being of its students. To that end, the school district will seek a criminal history background check for applicants who receive an offer of employment with the school district and on 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 any compensation is paid, or such other background checks as provided by this policy. The school district may also elect to do background checks of other volunteers, independent contractors, and student employees in the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall require that applicants for school district positions who receive an offer of employment and 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 any compensation is paid, submit to a criminal history background check. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district.
- B. The school district specifically reserves any and all rights it may have to conduct background checks regarding current employees, applicants, or service providers without the consent of such individuals.
- C. Adherence to this policy by the school district shall in no way limit the school district's right to require additional information, or to use procedures currently in place or other procedures to gain additional background information concerning employees, applicants, volunteers, service providers, independent contractors, and student employees.

III. PROCEDURES

- A. Normally an individual will not commence employment or provide services until the school district receives the results of the criminal history background check. The school district may conditionally hire an applicant or allow an individual to provide services pending completion of the background check, but shall notify the individual that the individual's employment or opportunity to provide services may be terminated based on the result of the background check. Background checks will be performed by the Minnesota Bureau of Criminal Apprehension (BCA). The BCA shall conduct the background check by retrieving criminal history data as defined in Minn. Stat. § 13.87. The school district reserves the

right to also have criminal history background checks conducted by other organizations or agencies.

- B. In order for an individual to be eligible for employment or to provide athletic coaching services or other extracurricular academic coaching services to the school district, except for an enrolled student volunteer, the individual must sign a criminal history consent form, which provides permission for the school district to conduct a criminal history background check, and provide a money order or check payable to either the BCA or to the school district, at the election of the school district, in an amount equal to the actual cost to the BCA and the school district of conducting the criminal history background check. The cost of the criminal history background check is the responsibility of the individual, unless the school district decides to pay the costs for a volunteer, an independent contractor, or a student employee. If the individual fails to provide the school district with a signed Informed Consent Form and fee at the time the individual receives a job offer, or permission to provide services, the individual will be considered to have voluntarily withdrawn the application for employment or request to provide services.

[Note: If the school district elects to receive payment, it may, at its discretion, accept payment in the form of a negotiable instrument other than a money order or check and then pay the superintendent of the BCA directly to conduct the background check.]

- C. The school district, in its discretion, may elect not to request a criminal history background check on an individual who holds an initial entrance license issued by the Minnesota Professional Educator Licensing and Standards Board or the commissioner of education within the 12 months preceding an offer of employment or permission to provide services.
- D. The school district may use the results of a criminal background check conducted at the request of another school hiring authority if:
1. the results of the criminal background check are on file with the other school hiring authority or otherwise accessible;
 2. the other school hiring authority conducted a criminal background check within the previous 12 months;
 3. the individual executes a written consent form giving the school district access to the results of the check; and
 4. there is no reason to believe that the individual has committed an act subsequent to the check that would disqualify the individual for employment or provision of services.
- E. For all nonstate residents who are offered employment with or the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, the school district shall request a criminal history background check on such individuals from the superintendent of the BCA and

from the government agency performing the same function in the resident state or, if no government entity performs the same function in the resident state, from the Federal Bureau of Investigation. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district. Such individuals must provide an executed criminal history consent form.

- F. When required, individuals must provide fingerprints to assist in a criminal history background check. If the fingerprints provided by the individual are unusable, the individual will be required to submit another set of prints.
- G. Copies of this policy shall be available in the school district's employment office and will be distributed to applicants for employment and individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services upon request. The need to submit to a criminal history background check may be included with the basic criteria for employment or provision of services in the position posting and position advertisements.
- H. The individual will be informed of the results of the criminal background check(s) to the extent required by law.
- I. If the criminal history background check precludes employment with, or provision of services to, the school district, the individual will be so advised.
- J. The school district may apply these procedures to other volunteers, independent contractors, or student employees.
- K. At the beginning of each school year or when a student enrolls, the school district will notify parents and guardians about this policy and identify those positions subject to a background check and the extent of the school district's discretion in requiring a background check. The school district may include this notice in its student handbook, a school policy guide, or other similar communication. A form notice for this purpose is included with this policy.

Legal References: Minn. Stat. § 13.04, Subd. 4 (Inaccurate or Incomplete Data)
Minn. Stat. § 13.87, Subd. 1 (Criminal History Data)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. §§ 299C.60-299C.64 (Minnesota Child Protection Background Check Act)
Minn. Stat. § 364.09(b) (Exception for School Districts)

Cross References:

Policy Adopted: May 11, 1998

Amended: February 11, 2002, March 2008, February 2009, June 2011, reviewed February 2018, amended July 2021

Independent School District No. 110
Waconia, MN 55387

8.A.4. 406 Form: Consent to Release Data -
Request from an Individual

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 Director of Human Resources** before you sign it.

I, _____, give my permission for **Waconia Public Schools** to release
(name of individual)

data about me to _____ as described in this consent form.
(name of other entity/person)

1. The specific data I want **Waconia Public Schools** to release include:

(explanation of data requested)

2. I understand that I have asked **Waconia Public Schools** to release the data.

3. I understand that although the data are classified as private at **Waconia Public Schools**,

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 _____

Consent to Release Data – Request from an Individual

An individual asks the government entity to release his/her private data to an outside entity or person. Because the entity 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

_____ before you sign it.
[entity contact person name and contact information]

I, _____, give my permission for _____
[name of individual data subject] [name of government entity]

to release data about me to _____ as described on this form.
[name of other entity or person]

1. The specific data I want _____ to release _____.
[name of government entity] [explanation of data]
2. I understand that I have asked _____ to release the data.
[name of government entity]
3. I understand that although the data are classified as private at _____, the
[name of government entity]
classification/treatment of the data at _____ depends on laws or
[name of other entity or person]
policies that apply to _____.
[name of other entity or person]

This authorization to release expires _____.
[date/time of expiration]

Individual data subject's signature _____ Date _____

Parent/guardian's signature [if needed] _____ Date _____

8.A.5. 408 Subpoena of a School District
Employee

Adopted: _____

MSBA/MASA Model Policy 408

Orig. 1995

Revised: _____

Rev. 202207

408 SUBPOENA OF A SCHOOL DISTRICT EMPLOYEE

I. PURPOSE

The purpose of this policy is to protect the privacy rights of school district employees and students under both state and federal law when requested to testify or provide educational records for a judicial or administrative proceeding.

II. GENERAL STATEMENT OF POLICY

This policy is to provide guidance and direction for school district employees who may be subpoenaed to testify and/or provide educational records for a judicial or administrative proceeding.

III. DATA CLASSIFICATION

A. Educational Data

1. State Law

The Minnesota Government Data Practices Act (MGDPA), ~~Minnesota Statutes, Ch. chapter~~ 13, classifies all educational data, except for directory information as designated by the school district, as private data on individuals. The state statute provides that **private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data or a parent if the subject of the data is a minor.**

2. Federal Law

The Family Educational Rights and Privacy Act (FERPA), 20 United States Code section U.S.C. § 1232g, provides that educational data may not be released, except pursuant to informed consent by the individual subject of the data or any lawfully issued subpoena. Regulations promulgated under the federal law require that the school district must first make a reasonable effort to notify the parent of the student, or the student if the student is 18 years of age or older, of the subpoena in advance of releasing the information pursuant to the subpoena.

B. Personnel Data

The MGDPA, ~~Minn. Stat. Ch. 13~~, also classifies all personnel data, except for certain data specifically classified as public, as private data on individuals. The state statute provides that **private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data.**

IV. APPLICATION AND PROCEDURES

- A. Any employee who receives a subpoena for any purpose related to employment is to inform the building administrator or designated supervisor when the employee receives

the subpoena. The building administrator or designated supervisor shall immediately inform the superintendent that the employee has received a subpoena.

- B. No employee may release educational data, personnel data, or any other data of any kind without consultation in advance with the school district official who is designated as the authority responsible for the collection, use and dissemination of data.
- C. Payment for attendance at judicial or administrative proceedings and the retention of witness and mileage fees is to be determined in accordance with the applicable school board policies and collective bargaining agreements.
- D. The administration shall not release any information except in strict compliance with state and federal law and this policy. Recognizing that an unauthorized release may expose the school district or its employees to civil or criminal penalties or loss of employment, the administration shall confer with school district legal counsel prior to release of such data.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Rules 1205.0100, Subp. 5 (~~How These Rules Apply~~[Minnesota Rules Regarding Data Practices](#))
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References: MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA ~~Service Manual, Chapter 13, School~~ Law Bulletin "I" (School Records – Privacy – Access to Data)

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The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, provides that educational data may not be released, except pursuant to informed consent by the individual subject of the data or any lawfully issued subpoena. Regulations promulgated under the federal law require that the school district must first make a reasonable effort to notify the parent of the student, or the student if the student is 18 years of age or older, of the subpoena in advance of releasing the information pursuant to the subpoena.

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- D. The administration shall not release any information except in strict compliance with state and federal law and this policy. Recognizing that an unauthorized release may expose the school district or its employees to civil or criminal penalties or loss of employment, the administration shall confer with school district legal counsel prior to release of such data.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
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Cross References: MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
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MSBA Service Manual, Chapter 13, School Law Bulletin “I” (School Records – Privacy – Access to Data)

Policy Adopted: May 11,1998

Amended: February 11,2002/March 10, 2008/December 2018/June 2021

Independent School District No.110

Waconia, MN 55387

8.A.6. 414 Mandated Reporting Child Neglect or
Physical or Sexual Abuse

414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

[Note: This policy reflects the mandatory law regarding reporting of maltreatment of minors and is not discretionary in nature.]

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to fully comply with ~~Minn. Stat. Ch.~~ **Minnesota Statutes chapter 260E** requiring school personnel to report suspected child neglect or physical or sexual abuse.
- B. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

III. DEFINITIONS

- A. "Accidental" means a sudden, not reasonably foreseeable, and unexpected occurrence or event that:
 - 1. is not likely to occur and could not have been prevented by exercise of due care; and
 - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. "Child" means one under age 18 and, for purposes of ~~Minn. Stat. Ch.~~ **Minnesota Statutes chapter 260C** (Juvenile Safety and Placement) and ~~Minn. Stat. Ch.~~ **Minnesota Statutes chapter 260D** (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to ~~Minn. Stat. §~~ **Minnesota Statutes chapter 260C.451** (Foster Care Benefits Past Age 18).
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Mandated reporter" means any school personnel who knows or has reason to believe a child is being maltreated or has been maltreated within the preceding three years.
- E. "Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.
- F. "Neglect" means the commission or omission of any of the acts specified below, other than by accidental means:
 - 1. failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health care, medical, or other care required for the child's physical or mental health when reasonably able to do so;

2. failure to protect a child from conditions or actions that seriously endanger the child's physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors as the child's age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for the child's own basic needs or safety, or the basic needs or safety of another child in his or her care;
4. failure to ensure that a child is educated in accordance with state law, which does not include a parent's refusal to provide his or her child with sympathomimetic medications;
5. prenatal exposure to a controlled substance as defined in state law used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child's birth, medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance, or the presence of a fetal alcohol spectrum disorder;
6. medical neglect as defined by ~~Minn. Stat. §~~ **Minnesota Statutes section 260C.007, Subd. subdivision 6, Clause (5)**;
7. chronic and severe use of alcohol or a controlled substance by a person responsible for the care of the child that adversely affects the child's basic needs and safety; or
8. emotional harm from a pattern of behavior that contributes to impaired emotional functioning of the child, which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

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

- G. "Nonmaltreatment mistake" occurs when: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under **Minnesota** Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under ~~Minn. Rules Ch.~~ **Minnesota Statutes chapter 9503**.
- H. "Person responsible for the child's care" means (1) an individual functioning within the

family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employee or agent, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.

- I. "Physical abuse" means any physical injury, mental injury (under subdivision 13), or threatened injury (under subdivision 23), inflicted by a person responsible for the child's care on a child other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries, or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by ~~Minn. Stat. §~~ [Minnesota Statutes section 125A.0942](#) or [§ 245.825](#).

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

Actions that are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions that result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in ~~Minn. Stat. §~~ [Minnesota Statutes section 609.02, Subd. subdivision 6](#); (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances that were not prescribed for the child by a practitioner, in order to control or punish the child, or other substances that substantially affect the child's behavior, motor coordination, or judgment, or that result in sickness or internal injury, or that subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under ~~Minn. Stat. §~~ [Minnesota Statutes section 609.379](#), including, but not limited to, tying, caging, or chaining; or (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under ~~Minn. Stat. §~~ [Minnesota Statutes section 121A.58](#).

- J. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes maltreatment of a child and contains sufficient content to identify the child and any person believed to be responsible for the maltreatment, if known.
- K. "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.
- L. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in ~~Minn. Stat. §~~ [Minnesota Statutes section 609.341, Subd. subdivision 15](#)), or by a person in a current or recent position of authority (as defined in ~~Minn. Stat. §~~ [Minnesota Statutes section 609.341, Subd. subdivision 10](#)) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and

communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor that constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation that requires registration under ~~Minn. Stat. §~~ **Minnesota Statutes section 243.166, Subd. subdivision 1b(a) or (b)** (Registration of Predatory Offenders).

- M. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has (1) subjected the child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm; (2) been found to be palpably unfit; (3) committed an act that resulted in an involuntary termination of parental rights; (4) , or committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative.

IV. REPORTING PROCEDURES

- A. A mandated reporter shall immediately report the information to the local welfare agency, agency responsible for assessing or investigating the report, police department, county sheriff, tribal social services agency, or tribal police department. The reporter will include his or her name and address in the report.
- B. An oral report shall be made immediately by telephone or otherwise., The oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing or investigating the report. Any report shall be of sufficient content to identify the child, any person believed to be responsible for the maltreatment of the child if the person is known, the nature and extent of the maltreatment, and the name and address of the reporter.
- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of custodial or parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. An employer of a mandated reporter shall not retaliate against the person for reporting

in good faith maltreatment against a child with respect to whom a report is made, because of the report.

- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, plus costs and reasonable attorney fees. Knowingly or recklessly making a false report also may result in discipline.

[Note: The Minnesota Department of Education (MDE) is responsible for assessing or investigating allegations of child maltreatment in schools. Although a report may be made to any of the agencies listed in Section IV. A., above, and there is no requirement to file more than one report, if the initial report is not made to MDE, it would be helpful to MDE if schools also report to MDE.]

V. INVESTIGATION

- A. The responsibility for assessing or investigating reports of suspected maltreatment rests with the appropriate state, county, or local agency or agencies. The agency responsible for assessing or investigating reports of maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged offender, and any other person with knowledge of the maltreatment for the purpose of gathering facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of the alleged offender or parent, legal guardian, or school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian, or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.
- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- C. Except where the alleged offender is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable, and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- D. Where the alleged offender is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility,

pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, ~~Minn. Stat. Ch.~~ [Minnesota Statutes chapter 13](#), and the Family Educational Rights and Privacy Act, 20 ~~U.S.C. §~~ [United States Code section 1232g](#).

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

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

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

VIII. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
Minn. Stat. § 260C.007, Subd. 6, Clause (5) (Child in Need of Protection)
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)
Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)
Minn. Stat. § 609.379 (Reasonable Force)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

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

414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

[Note: This policy reflects the mandatory law regarding reporting of maltreatment of minors and is not discretionary in nature.]

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to fully comply with Minn. Stat. Ch. 260E requiring school personnel to report suspected child neglect or physical or sexual abuse.
- B. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

III. DEFINITIONS

- A. "Accidental" means a sudden, not reasonably foreseeable, and unexpected occurrence or event that:
 - 1. is not likely to occur and could not have been prevented by exercise of due care; and
 - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. "Child" means one under age 18 and, for purposes of Minn. Stat. Ch. 260C (Juvenile Safety and Placement) and Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18).
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Mandated reporter" means any school personnel who knows or has reason to believe a child is being maltreated or has been maltreated within the preceding three years.
- E. "Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.
- F. "Neglect" means the commission or omission of any of the acts specified below, other than by accidental means:
 - 1. failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health care, medical, or other care required for the child's physical or mental health when reasonably able to do so;
 - 2. failure to protect a child from conditions or actions that seriously endanger the

child's physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;

3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors as the child's age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for the child's own basic needs or safety, or the basic needs or safety of another child in his or her care;
4. failure to ensure that a child is educated in accordance with state law, which does not include a parent's refusal to provide his or her child with sympathomimetic medications;
5. prenatal exposure to a controlled substance as defined in state law used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child's birth, medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance, or the presence of a fetal alcohol spectrum disorder;
6. medical neglect as defined by Minn. Stat. § 260C.007, Subd. 6, Clause (5);
7. chronic and severe use of alcohol or a controlled substance by a person responsible for the care of the child that adversely affects the child's basic needs and safety; or
8. emotional harm from a pattern of behavior that contributes to impaired emotional functioning of the child, which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

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

- G. "Nonmaltreatment mistake" occurs when: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minn. Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minn. Rules Ch. 9503.
- H. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employee or agent, or other lawful

custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.

- I. "Physical abuse" means any physical injury, mental injury (under subdivision 13), or threatened injury (under subdivision 23), inflicted by a person responsible for the child's care on a child other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries, or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minn. Stat. § 125A.0942 or § 245.825.

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

Actions that are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions that result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances that were not prescribed for the child by a practitioner, in order to control or punish the child, or other substances that substantially affect the child's behavior, motor coordination, or judgment, or that result in sickness or internal injury, or that subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379, including, but not limited to, tying, caging, or chaining; or (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minn. Stat. § 121A.58.

- J. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes maltreatment of a child and contains sufficient content to identify the child and any person believed to be responsible for the maltreatment, if known.

- K. "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.

- L. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a current or recent position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor that constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation that requires registration under Minn. Stat. § 243.166, Subd. 1b(a) or (b) (Registration of Predatory

Offenders).

- M. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has (1) subjected the child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm; (2) been found to be palpably unfit; (3) committed an act that resulted in an involuntary termination of parental rights; (4) , or committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative.

IV. REPORTING PROCEDURES

- A. A mandated reporter shall immediately report the information to the local welfare agency, agency responsible for assessing or investigating the report, police department, county sheriff, tribal social services agency, or tribal police department. The reporter will include his or her name and address in the report.
- B. An oral report shall be made immediately by telephone or otherwise., The oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing or investigating the report. Any report shall be of sufficient content to identify the child, any person believed to be responsible for the maltreatment of the child if the person is known, the nature and extent of the maltreatment, and the name and address of the reporter.
- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of custodial or parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report is made, because of the report.
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, plus costs and reasonable attorney fees. Knowingly or recklessly making

a false report also may result in discipline.

[Note: The Minnesota Department of Education (MDE) is responsible for assessing or investigating allegations of child maltreatment in schools. Although a report may be made to any of the agencies listed in Section IV. A., above, and there is no requirement to file more than one report, if the initial report is not made to MDE, it would be helpful to MDE if schools also report to MDE.]

V. INVESTIGATION

- A. The responsibility for assessing or investigating reports of suspected maltreatment rests with the appropriate state, county, or local agency or agencies. The agency responsible for assessing or investigating reports of maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged offender, and any other person with knowledge of the maltreatment for the purpose of gathering facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of the alleged offender or parent, legal guardian, or school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian, or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.
- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- C. Except where the alleged offender is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable, and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- D. Where the alleged offender is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

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

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

VIII. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
Minn. Stat. § 260C.007, Subd. 6, Clause (5) (Child in Need of Protection)
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)
Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)
Minn. Stat. § 609.379 (Reasonable Force)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

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

Policy Adopted: May 11, 1998

Revised: August 9, 1999, July 18, 2005, June 2011, August 2014, May 2016, April 2017, Oct. 2017, December 2019, April 2021, June 2022

Reviewed: May 2018

Independent School District No. 110

Waconia, MN

8.A.7. 419 Tobacco Free Environment

Adopted: _____

MSBA/MASA Model Policy 419

Orig. 1995

Revised: _____

Rev. 202220

419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES; VAPING AWARENESS AND PREVENTION INSTRUCTION

[Note: School districts are not required by statute to have a policy addressing these issues. However, ~~Minn. Stat. §Minnesota Statutes section~~ 144.416 requires that entities that control public places must make reasonable efforts to prevent smoking in public places, including the posting of signs or any other means which may be appropriate. Additionally, ~~Minn. Stat. §Minnesota Statutes section~~ 120B.238 requires that vaping prevention instruction be provided as set forth in this policy.]

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 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.

[Note: The following language is not required by law, but is recommended by MSBA for inclusion in 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.***

III. DEFINITIONS

- A. "Electronic delivery device" means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance 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 vapors aerosol or vapor 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 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.

V. VAPING PREVENTION INSTRUCTION

- A. The school district must provide vaping prevention instruction at least once to students in grades 6 through 8.
- B. The school district may use instructional materials based upon the Minnesota Department of Health’s school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district’s locally developed health standards.

[NOTE: In addition, school districts may choose to require (a) evidence-based vaping prevention instruction to students in grades 9 through 12; and/or (b) a peer-to-peer education program to provide vaping prevention instruction.]

VI. 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.

VII. 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.

Legal References: Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)
Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)
Minn. Stat. § 609.685 (Sale of Tobacco to ~~Children~~Persons Under Age 21)
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
~~MSBA Service Manual, Chapter 2, Students; Rights, Responsibilities and Behavior~~

419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES; VAPING AWARENESS AND PREVENTION INSTRUCTION

[Note: School districts are not required by statute to have a policy addressing these issues. However, Minn. Stat. § 144.416 requires that entities that control public places must make reasonable efforts to prevent smoking in public places, including the posting of signs or any other means which may be appropriate. Additionally, Minn. Stat. § 120B.238 requires that vaping prevention instruction be provided as set forth in this policy.]

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 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.

[Note: The following language is not required by law but is recommended by MSBA for inclusion in 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.

III. DEFINITIONS

- A. “Electronic delivery device” means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance 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 vapors aerosol or vapor 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 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.

V. VAPING PREVENTION INSTRUCTION

- A. The school district must provide vaping prevention instruction at least once to students in grades 6 through 8.
- B. The school district may use instructional materials based upon the Minnesota Department of Health's school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district's locally developed health standards.

[NOTE: In addition, school districts may choose to require (a) evidence-based vaping prevention instruction to students in grades 9 through 12; and/or (b) a peer-to-peer education program to provide vaping prevention instruction.]

VI. 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.

VII. 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.

Legal References: Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)
Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)
Minn. Stat. § 609.685 (Sale of Tobacco to Children)
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA Service Manual, Chapter 2, Students; Rights, Responsibilities and Behavior

Policy Adopted: June 8, 1988

Revised: February 11, 2002, May 12, 2008, June 2011, August 2015, December 2018, December 2019, June 2021

Independent School District No. 110
Waconia, MN

8.A.8. 420 Students and Employees with Sexually Transmitted Infections and Diseases and Certain Other Communicable Diseases and Infectious Conditions

Adopted: _____

MSBA/MASA Model Policy 420

Orig. 1995

Revised: _____

Rev. 202215

420 STUDENTS AND EMPLOYEES WITH SEXUALLY TRANSMITTED INFECTIONS AND DISEASES AND CERTAIN OTHER COMMUNICABLE DISEASES AND INFECTIOUS CONDITIONS

[Note: School districts are not required by statute to have a policy addressing these issues. However, ~~Minn. Stat. §Minnesota Statutes section~~ 121A.23 provides that school districts must have a program that incorporates the provisions contained in this policy.]

I. PURPOSE

Public concern that students and staff of the school district be able to attend the schools of the district without becoming infected with serious communicable or infectious diseases, including, but not limited to, Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency Syndrome (AIDS), Hepatitis B, and Tuberculosis, requires that the school board adopt measures effectively responding to health concerns while respecting the rights of all students, employees, and contractors, including those who are so infected. The purpose of this policy is to adopt such measures.

II. GENERAL STATEMENT OF POLICY

A. Students

The policy of the school board is that students with communicable diseases not be excluded from attending school in their usual daily attendance setting so long as their health permits and their attendance does not create a significant risk of the transmission of illness to students or employees of the school district. A procedure for minimizing interruptions to learning resulting from communicable diseases will be established by the school district in its IEP and Section 504 team process, if applicable, and in consultation with community health and private health care providers. Procedures for the inclusion of students with communicable diseases will include any applicable educational team planning processes, including the review of the educational implications for the student and others with whom the student comes into contact.

B. Employees

The policy of the school board is that employees with communicable diseases not be excluded from attending to their customary employment so long as they are physically, mentally, and emotionally able to safely perform tasks assigned to them and so long as their employment does not create a significant risk of the transmission of illness to students, employees, or others in the school district. If a reasonable accommodation will eliminate the significant risk of transmission, such accommodation will be undertaken unless it poses an undue hardship to the school district.

C. Circumstances and Conditions

1. Determinations of whether a contagious individual's school attendance or job performance creates a significant risk of the transmission of the illness to students or employees of the school district will be made on a case by case

basis. Such decisions will be based upon the nature of the risk (how it is transmitted), the duration of the risk (how long the carrier is infectious), the severity of the risk (what is the potential harm to third parties), and the probabilities the disease will be transmitted and will cause varying degrees of harm. When a student is disabled, such a determination will be made in consultation with the educational planning team.

2. The school board recognizes that some students and some employees, because of special circumstances and conditions, may pose greater risks for the transmission of infectious conditions than other persons infected with the same illness. Examples include students who display biting behavior, students or employees who are unable to control their bodily fluids, who have oozing skin lesions, or who have severe disorders which result in spontaneous external bleeding. These conditions need to be taken into account and considered in assessing the risk of transmission of the disease and the resulting effect upon the educational program of the student or employment of the employee by consulting with the Commissioner of Health, the physician of the student or employee, and the parent(s)/guardian(s) of the student.

D. Students with Special Circumstances and Conditions

The school (title), along with the infected individual's physician, the infected individual or parent(s)/guardian(s), and others, if appropriate, will weigh risks and benefits to the student and to others, consider the least restrictive appropriate educational placement, and arrange for periodic reevaluation as deemed necessary by the state epidemiologist. The risks to the student shall be determined by the student's physician.

E. Extracurricular Student Participation

Student participation in nonacademic, extracurricular, and non-educational programs of the school district are subject to a requirement of equal access and comparable services.

F. Precautions

The school district will develop routine procedures for infection control at school and for educating employees about these procedures. The procedures shall be developed through cooperation with health professionals taking into consideration any guidelines of the Minnesota Department of Education and the Minnesota Department of Health. (These precautionary procedures shall be consistent with the school district's procedures regarding blood-borne pathogens developed pursuant to the school district's employee right to know policy.)

G. Information Sharing

1. Employee and student health information shall be shared within the school district only with those whose jobs require such information and with those who have a legitimate educational interest (including health and safety) in such information and shall be shared only to the extent required to accomplish legitimate educational goals and to comply with employees' right to know requirements.
2. Employee and student health data shall be shared outside the school district only in accordance with state and federal law and with the school district's

policies on employee and student records and data.

H. Reporting

If a medical condition of student or staff threatens public health, it must be reported to the Minnesota Commissioner of Health.

I. Prevention

The school district shall, with the assistance of the Minnesota Commissioners of Health and -Education, implement a program to prevent and reduce the risk of sexually transmitted diseases in accordance with Minn. Stat. §Minnesota Statutes section 121A.23 ~~which-that~~ includes:

1. planning materials, guidelines, and other technically accurate and updated information;
2. a comprehensive, developmentally appropriate, technically accurate, and updated curriculum that includes helping students to abstain from sexual activity until marriage;
3. cooperation and coordination among school districts and Service Cooperatives;
4. a targeting of adolescents, especially those who may be at high risk of contracting sexually transmitted diseases and infections, for prevention efforts;
5. involvement of parents and other community members;
6. in-service training for district staff and school board members;
7. collaboration with state agencies and organizations having a sexually transmitted infection and disease prevention or sexually transmitted infection and disease risk reduction program;
8. collaboration with local community health services, agencies and organizations having a sexually transmitted infection and disease risk reduction program; and
9. participation by state and local student organizations.
10. The program must be consistent with the health and wellness curriculum.
11. The school district may accept funds for sexually transmitted infection and disease prevention programs developed and implemented under this section from public and private sources, including public health funds and foundations, department professional development funds, federal block grants, or other federal or state grants.

J. Vaccination and Screening

The school district will develop procedures regarding the administration of Hepatitis B vaccinations and Tuberculosis screenings in keeping with current state and federal law. The procedures shall provide that the Hepatitis B vaccination series be offered to all who have occupational exposure at no cost to the employee.

Legal References: Minn. Stat. § 121A.23 (Programs to Prevent and Reduce the Risks of Sexually Transmitted Infections and Diseases)
Minn. Stat. § 144.441-~~442~~ (Tuberculosis Screening in Schools)
Minn. Stat. § 142 (Testing in School Clinics)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education ~~Improvement Act of 2004~~)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)
29 C.F.R. 1910.1030 (~~Occupational Exposure to~~ Bloodborne Pathogens)
Kohl by Kohl v. Woodhaven Learning Center, 865 F.2d 930 (8th Cir.), *cert. denied*, 493 U.S. 892, ~~110 S.Ct. 239~~ (1989)
School Board of Nassau County, Fla. v. Arline, 480 U.S. 273, ~~107 S.Ct. 1123~~ (1987)
16 EHLR 712, OCR Staff Memo, April 5, 1990

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

420 STUDENTS AND EMPLOYEES WITH SEXUALLY TRANSMITTED INFECTIONS AND DISEASES AND CERTAIN OTHER COMMUNICABLE DISEASES AND INFECTIOUS CONDITIONS

[Note: School districts are not required by statute to have a policy addressing these issues. However, Minn. Stat. § 121A.23 provides that school districts must have a program that incorporates the provisions contained in this policy.]

I. PURPOSE

Public concern that students and staff of the school district be able to attend the schools of the district without becoming infected with serious communicable or infectious diseases, including, but not limited to, Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency Syndrome (AIDS), Hepatitis B, and Tuberculosis, requires that the school board adopt measures effectively responding to health concerns while respecting the rights of all students, employees, and contractors, including those who are so infected. The purpose of this policy is to adopt such measures.

II. GENERAL STATEMENT OF POLICY

A. Students

The policy of the school board is that students with communicable diseases not be excluded from attending school in their usual daily attendance setting so long as their health permits and their attendance does not create a significant risk of the transmission of illness to students or employees of the school district. A procedure for minimizing interruptions to learning resulting from communicable diseases will be established by the school district in its IEP and Section 504 team process, if applicable, and in consultation with community health and private health care providers. Procedures for the inclusion of students with communicable diseases will include any applicable educational team planning processes, including the review of the educational implications for the student and others with whom the student comes into contact.

B. Employees

The policy of the school board is that employees with communicable diseases not be excluded from attending to their customary employment so long as they are physically, mentally, and emotionally able to safely perform tasks assigned to them and so long as their employment does not create a significant risk of the transmission of illness to students, employees, or others in the school district. If a reasonable accommodation will eliminate the significant risk of transmission, such accommodation will be undertaken unless it poses an undue hardship to the school district.

C. Circumstances and Conditions

1. Determinations of whether a contagious individual's school attendance or

job performance creates a significant risk of the transmission of the illness to students or employees of the school district will be made on a case by case basis. Such decisions will be based upon the nature of the risk (how it is transmitted), the duration of the risk (how long the carrier is infectious), the severity of the risk (what is the potential harm to third parties), and the probabilities the disease will be transmitted and will cause varying degrees of harm. When a student is disabled, such a determination will be made in consultation with the educational planning team.

2. The school board recognizes that some students and some employees, because of special circumstances and conditions, may pose greater risks for the transmission of infectious conditions than other persons infected with the same illness. Examples include students who display biting behavior, students or employees who are unable to control their bodily fluids, who have oozing skin lesions, or who have severe disorders which result in spontaneous external bleeding. These conditions need to be taken into account and considered in assessing the risk of transmission of the disease and the resulting effect upon the educational program of the student or employment of the employee by consulting with the Commissioner of Health, the physician of the student or employee, and the parent(s)/guardian(s) of the student.

D. Students with Special Circumstances and Conditions

The school district, along with the infected individual's physician, the infected individual or parent(s)/guardian(s), and others, if appropriate, will weigh risks and benefits to the student and to others, consider the least restrictive appropriate educational placement, and arrange for periodic reevaluation as deemed necessary by the state epidemiologist. The risks to the student shall be determined by the student's physician.

E. Extracurricular Student Participation

Student participation in nonacademic, extracurricular, and non-educational programs of the school district are subject to a requirement of equal access and comparable services.

F. Precautions

The school district will develop routine procedures for infection control at school and for educating employees about these procedures. The procedures shall be developed through cooperation with health professionals taking into consideration any guidelines of the Minnesota Department of Education and the Minnesota Department of Health. (These precautionary procedures shall be consistent with the school district's procedures regarding blood-borne pathogens developed pursuant to the school district's employee right to know policy.)

G. Information Sharing

1. Employee and student health information shall be shared within the school district only with those whose jobs require such information and with those who have a legitimate educational interest (including health and safety) in such information and shall be shared only to the extent required to accomplish legitimate educational goals and to comply with employees' right to know requirements.
2. Employee and student health data shall be shared outside the school district only in accordance with state and federal law and with the school district's policies on employee and student records and data.

H. Reporting

If a medical condition of student or staff threatens public health, it must be reported to the Commissioner of Health.

I. Prevention

The school district shall, with the assistance of the Commissioners of Health and Education, implement a program to prevent and reduce the risk of sexually transmitted diseases in accordance with Minn. Stat. § 121A.23 which includes:

1. planning materials, guidelines, and other technically accurate and updated information;
2. a comprehensive, developmentally appropriate, technically accurate, and updated curriculum that includes helping students to abstain from sexual activity until marriage;
3. cooperation and coordination among school districts and Service Cooperatives;
4. a targeting of adolescents, especially those who may be at high risk of contracting sexually transmitted diseases and infections, for prevention efforts;
5. involvement of parents and other community members;
6. in-service training for district staff and school board members;
7. collaboration with state agencies and organizations having a sexually transmitted infection and disease prevention or sexually transmitted infection and disease risk reduction program;
8. collaboration with local community health services, agencies and organizations having a sexually transmitted infection and disease risk

reduction program; and

9. participation by state and local student organizations.
10. The program must be consistent with the health and wellness curriculum.
11. The school district may accept funds for sexually transmitted infection and disease prevention programs developed and implemented under this section from public and private sources, including public health funds and foundations, department professional development funds, federal block grants, or other federal or state grants.

J. Vaccination and Screening

The school district will develop procedures regarding the administration of Hepatitis B vaccinations and Tuberculosis screenings in keeping with current state and federal law. The procedures shall provide that the Hepatitis B vaccination series be offered to all who have occupational exposure at no cost to the employee.

Legal References: Minn. Stat. § 121A.23 (Health-Related Programs)
Minn. Stat. § 144.441-442 (Tuberculosis)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)
29 C.F.R. 1910.1030 (Occupational Exposure to Bloodborne Pathogens)
Kohl by Kohl v. Woodhaven Learning Center, 865 F.2d 930 (8th Cir.), *cert. denied*, 493 U.S. 892, 110 S.Ct. 239 (1989)
School Board of Nassau County, Fla. v. Arline, 480 U.S. 273, 107 S.Ct. 1123 (1987)
16 EHLR 712, OCR Staff Memo, April 5, 1990

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

Policy Adopted: March 9, 1987

Amended: February 8, 1992 / June 8, 1998 / August 9, 1999 / July 18, 2005 / May 12, 2008 / Oct. 2016/ December 9, 2019

Independent School District No. 110 Waconia, MN

8.A.9. 423 Employee Student Relationships

Adopted: _____

MSBA/MASA Model Policy 423

Orig. 1999

Revised: _____

Rev. 202209

423 EMPLOYEE-STUDENT RELATIONSHIPS

I. PURPOSE

The school district is committed to an educational environment in which all students are treated with respect and dignity. Every school district employee is to provide students with appropriate guidance, understanding, and direction while maintaining a standard of professionalism and acting within accepted standards of conduct.

II. GENERAL STATEMENT OF POLICY

- A. This policy applies to all school district employees at all times, whether on or off duty and on or off of school district locations.
- B. At all times, students will be treated by teachers and other school district employees with respect, courtesy, and consideration and in a professional manner. Each school district employee is expected to exercise good judgment and professionalism in all interpersonal relationships with students. Such relationships must be and remain on a teacher-student basis or an employee-student basis.
- C. Teachers must be mindful of their inherent positions of authority and influence over students. Similarly, other school district employees also may hold positions of authority over students of the school district and must be mindful of their authority and influence over students.
- D. Sexual relationships between school district employees and students, without regard to the age of the student, are strictly forbidden and may subject the employee to criminal liability.
- E. Other actions that violate this policy include, but are not limited to, the following:
 - 1. Dating students.
 - 2. Having any interaction/activity of a sexual nature with a student.
 - 3. Committing or attempting to induce students or others to commit an illegal act or act of immoral conduct which may be harmful to others or bring discredit to the school district.
 - 4. Supplying alcohol or any illegal substance to a student, allowing a student access to such substances, or failing to take reasonable steps to prevent such access from occurring.
- F. School district employees shall, whenever possible, employ safeguards against improper relationships with students and/or claims of such improper relationships.

[Note: Such safeguards may include the following: avoiding altogether or minimizing physical contact, keeping doors open when talking or meeting with students one-on-one, and/or making sure that such meetings with a

student take place in rooms with windows and/or others nearby.]

- G. Excessive informal and social involvement with individual students is unprofessional, is not compatible with employee-student relationships, and is inappropriate.
- H. School district employees will adhere to applicable standards of ethics and professional conduct in Minnesota law.

III. REPORTING AND INVESTIGATION

- A. Complaints and/or concerns regarding alleged violations of this policy shall be handled in accordance with MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons) unless other specific complaint procedures are provided within any other policy of the school district.
- B. All employees shall cooperate with any investigation of alleged acts, conduct, or communications in violation of this policy.

IV. SCHOOL DISTRICT ACTION

Upon receipt of a report, 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. It also may include reporting to appropriate state or federal authorities, including the Minnesota Professional Educator Licensing and Standards Board or the appropriate licensing authority and appropriate agencies responsible for investigating reports of maltreatment of minors and/or vulnerable adults. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and school district policies.

V. SCOPE OF LIABILITY

Employees are placed on notice that if an employee acts outside the performance of the duties of the position for which the employee is employed or is guilty of malfeasance, willful neglect of duty, or bad faith, the school district is not required to defend and indemnify the employee for damages in school-related litigation.

Legal References: Minn. Stat. § 13.43, Subd. 16 (~~School District or Charter School Disclosure of Violence or Inappropriate Sexual Contact~~Personnel Data)
Minn. Stat. § 122A.20, Subd. 2 (~~Mandatory Reporting to Professional Educator Licensing and Standards Board or Board of School Administrators~~Suspension or Revocation of Licenses)
Minn. Stat. § 122A.40, Subds. 5(b) and 13(b) (~~Employment; Contracts; Termination~~Mandatory immediate discharge of teachers with license revocations due to child or sex abuse convictions)
Minn. Stat. §§ 609.341-609.352 (~~Defining “intimate parts” and “position of authority” as well as detailing various sex offenses~~Definitions)
Minn. Stat. ~~Ch. 260E § 626.556~~ (Reporting of Maltreatment of Minors)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)
Minn. Rules Part 8710.2100 (Code of Ethics for Minnesota Teachers)

Cross References: MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District,

School Board Member, Employee, or Student)
MSBA/MASA Model Policy 306 (Administrator Code of Ethics)
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 421 (Gifts to Employees and School Board Members)
MSBA/MASA Model Policy 507 (Corporal Punishment)

423 EMPLOYEE-STUDENT RELATIONSHIPS

I. PURPOSE

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II. GENERAL STATEMENT OF POLICY

- A. This policy applies to all school district employees at all times, whether on or off duty and on or off of school district locations.
- B. At all times, students will be treated by teachers and other school district employees with respect, courtesy, and consideration and in a professional manner. Each school district employee is expected to exercise good judgment and professionalism in all interpersonal relationships with students. Such relationships must be and remain on a teacher-student basis or an employee-student basis.
- C. Teachers must be mindful of their inherent positions of authority and influence over students. Similarly, other school district employees also may hold positions of authority over students of the school district and must be mindful of their authority and influence over students.
- D. Sexual relationships between school district employees and students, without regard to the age of the student, are strictly forbidden and may subject the employee to criminal liability.
- E. Other actions that violate this policy include, but are not limited to, the following:
 - 1. Dating students.
 - 2. Having any interaction/activity of a sexual nature with a student.
 - 3. Committing or attempting to induce students or others to commit an illegal act or act of immoral conduct which may be harmful to others or bring discredit to the school district.
 - 4. Supplying alcohol or any illegal substance to a student, allowing a student access to such substances, or failing to take reasonable steps to prevent such access from occurring.
- F. School district employees shall, whenever possible, employ safeguards against improper relationships with students and/or claims of such improper relationships.

[Note: Such safeguards may include the following: avoiding altogether or minimizing physical contact, keeping doors open when talking or meeting with students one-on-one, and/or making sure that such meetings with a student take place in rooms with windows and/or others nearby.]

- G. Excessive informal and social involvement with individual students is unprofessional, is not compatible with employee-student relationships, and is inappropriate.
- H. School district employees will adhere to applicable standards of ethics and professional conduct in Minnesota law.

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- B. All employees shall cooperate with any investigation of alleged acts, conduct, or communications in violation of this policy.

IV. SCHOOL DISTRICT ACTION

Upon receipt of a report, 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. It also may include reporting to appropriate state or federal authorities, including the Minnesota Professional Educator Licensing and Standards Board or the appropriate licensing authority and appropriate agencies responsible for investigating reports of maltreatment of minors and/or vulnerable adults. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and school district policies.

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Legal References: Minn. Stat. § 13.43, Subd. 16 (School District or Charter School Disclosure of Violence or Inappropriate Sexual Contact)
Minn. Stat. § 122A.20, Subd. 2 (Mandatory Reporting to Professional Educator Licensing and Standards Board or Board of School Administrators)
Minn. Stat. § 122A.40, Subds. 5(b) and 13(b) (Mandatory immediate

discharge of teachers with license revocations due to child or sex abuse convictions)

Minn. Stat. §§ 609.341-609.352 (Defining “intimate parts” and “position of authority” as well as detailing various sex offenses)

Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)

Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)

Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)

Minn. Rules Part 8710.2100 (Code of Ethics for Minnesota Teachers)

Cross References: MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
MSBA/MASA Model Policy 306 (Administrator Code of Ethics)
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 421 (Gifts to Employees and School Board Members)
MSBA/MASA Model Policy 507 (Corporal Punishment)

Policy Adopted: May 12, 2008

Revised: April 2009, June 2011, Oct. 2016, December 2018, December 9, 2019

Independent School District No. 110

Waconia, MN

8.A.10. 427 Workload Limits for Certain Special
Education Teachers

Adopted: _____

MSBA/MASA Model Policy 427

Orig. 202215

Revised: _____

427 WORKLOAD LIMITS FOR CERTAIN SPECIAL EDUCATION TEACHERS

[Note: School districts are required by ~~Minnesota~~ Rules 3525.2340, ~~Ssubpart~~ 4.B., to have a policy for determining the workload limits of special education staff who provide services to students who receive direct special education services 60 percent or less of the instructional day.]

[Note: ~~Minn. Stat. §Minnesota Statutes section~~ 179A.07, ~~subdivisionSubd.~~ 1, of the Public Employment Labor Relations Act (PELRA) provides that a public employer is not required to meet and negotiate on matters of inherent managerial policy. Matters of inherent managerial policy include, but are not limited to, the organizational structure, selection of personnel, and direction and number of personnel. MSBA's position is that this policy is not a mandatory subject of bargaining. School districts, therefore, are cautioned to not relinquish their inherent managerial right to determine workload limits for special education teachers.]

I. PURPOSE

The purpose of this policy is to establish general parameters for determining the workload limits of special education staff who provide services to children with disabilities receiving direct special education services 60 percent or less of the instructional day.

II. DEFINITIONS

A. Special Education Staff; Special Education Teacher

"Special education staff" and "special education teacher" both mean a teacher employed by the school district who is licensed under the rules of the Minnesota Professional Educator Licensing and Standards Board to instruct children with specific disabling conditions.

B. Direct Services

"Direct services" means special education services provided by a special education teacher or a related service professional when the services are related to instruction, including cooperative teaching.

C. Indirect Services

"Indirect services" means special education services provided by a special education teacher or a related service professional which include ongoing progress reviews; cooperative planning; consultation; demonstration teaching; modification and adaptation of the environment, curriculum, materials, or equipment; and direct contact with ~~children with disabilities~~ the pupil to monitor and observe.

D. Workload

"Workload" means a special education teacher's total number of minutes required for all due process responsibilities, including direct and indirect services, evaluation and

reevaluation time, management of individualized education programs (IEPs), travel time, parental contact, and other services required in the IEPs.

III. GENERAL STATEMENT OF POLICY

- A. Workload limits for special education teachers shall be determined by the appropriate special education administrator, in consultation with the building principal and the superintendent.
- B. In determining workload limits for special education staff, the school district shall take into consideration the following factors: student contact minutes, evaluation and reevaluation time, indirect services, management of IEPs, travel time, and other services required in the IEPs of eligible students.

IV. COLLECTIVE BARGAINING AGREEMENT UNAFFECTED

This policy shall not be construed as a reopening of negotiations between the school district and the special education teachers' exclusive representative, nor shall it be construed to alter or limit in any way the managerial rights or other authority of the school district set forth in the Public Employment Labor Relations Act or in the collective bargaining agreement between the school district and the special education teachers' exclusive representative.

Legal References: Minn. Stat. § 179A.07, Subd. 1 (Inherent Managerial Policy)
Minn. Rule 3525.0210, Subps. 14, 27, 44, and 49 (Definitions) ~~of "Direct Services," "Indirect Services," "Teacher," and "Workload"~~
Minn. Rule 3525.2340, Subp. 4.B. (Case Loads for School-Age Educational Service Alternatives)

Cross References: MSBA/MASA Model Policy 508 (Extended School Year for Certain Students with Individualized Education Programs)
MSBA/MASA Model Policy 608 (Instructional Services – Special Education)

427 WORKLOAD LIMITS FOR CERTAIN SPECIAL EDUCATION TEACHERS

[Note: School districts are required by Minn. Rule 3525.2340, Subp. 4.B., to have a policy for determining the workload limits of special education staff who provide services to students who receive direct special education services 60 percent or less of the instructional day.]

[Note: Minn. Stat. § 179A.07, Subd. 1, of the Public Employment Labor Relations Act (PELRA) provides that a public employer is not required to meet and negotiate on matters of inherent managerial policy. Matters of inherent managerial policy include, but are not limited to, the organizational structure, selection of personnel, and direction and number of personnel. MSBA's position is that this policy is not a mandatory subject of bargaining. School districts, therefore, are cautioned to not relinquish their inherent managerial right to determine workload limits for special education teachers.]

I. PURPOSE

The purpose of this policy is to establish general parameters for determining the workload limits of special education staff who provide services to children with disabilities receiving direct special education services 60 percent or less of the instructional day.

II. DEFINITIONS

A. Special Education Staff; Special Education Teacher

“Special education staff” and “special education teacher” both mean a teacher employed by the school district who is licensed under the rules of the Minnesota Professional Educator Licensing and Standards Board to instruct children with specific disabling conditions.

B. Direct Services

“Direct services” means special education services provided by a special education teacher when the services are related to instruction, including cooperative teaching.

C. Indirect Services

“Indirect services” means special education services provided by a special education teacher which include ongoing progress reviews; cooperative planning; consultation; demonstration teaching; modification and adaptation of the environment, curriculum, materials, or equipment; and direct contact with children with disabilities to monitor and observe.

D. Workload

“Workload” means a special education teacher’s total number of minutes required for all due process responsibilities, including direct and indirect services, evaluation and reevaluation time, management of individualized education programs (IEPs), travel time, parental contact, and other services required in the IEPs.

III. GENERAL STATEMENT OF POLICY

- A. Workload limits for special education teachers shall be determined by the appropriate special education administrator, in consultation with the building principal and the superintendent.
- B. In determining workload limits for special education staff, the school district shall take into consideration the following factors: student contact minutes, evaluation and reevaluation time, indirect services, management of IEPs, travel time, and other services required in the IEPs of eligible students.

IV. COLLECTIVE BARGAINING AGREEMENT UNAFFECTED

This policy shall not be construed as a reopening of negotiations between the school district and the special education teachers’ exclusive representative, nor shall it be construed to alter or limit in any way the managerial rights or other authority of the school district set forth in the Public Employment Labor Relations Act or in the collective bargaining agreement between the school district and the special education teachers’ exclusive representative.

Legal References: Minn. Stat. § 179A.07, Subd. 1 (Inherent Managerial Policy)
Minn. Rule 3525.0210, Subps. 14, 27, 44, and 49 (Definitions of “Direct Services,” “Indirect Services,” “Teacher,” and “Workload”)
Minn. Rule 3525.2340, Subp. 4.B. (Case Loads for School-Age Educational Service Alternatives)

Cross References: MSBA/MASA Model Policy 508 (Extended School Year for Certain Students with Individualized Education Programs)
MSBA/MASA Model Policy 608 (Instructional Services – Special Education)

Policy Adopted: August 2015
Reviewed June 2021
Amended: December 2018
Waconia Public Schools
ISD 110

8.A.11. 410 Family and Medical Leave Policy

Adopted: _____

MSBA/MASA Model Policy 410

Orig. 1995

Revised: _____

Rev. 20~~22~~15

410 FAMILY AND MEDICAL LEAVE POLICY

[Note: School districts are required by statute to have a policy addressing these issues.]

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 U.S.C. § 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 ~~parental~~ 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 U.S.C. § 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 employerschool district. The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full time equivalent during the 12-month period immediately preceding the leave. 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 employerschool district so

that the total leave does not exceed 12 weeks, unless agreed to by the employerschool 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 employerschool 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.
- 4D. 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. ~~This policy~~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: MSBA School Law Bulletin “M” (Licensed and Non-Licensed School District Employee Leave—~~Family and Medical Leave Act Summary~~)

410 FAMILY AND MEDICAL LEAVE POLICY

[Note: School districts are required by statute to have a policy addressing these issues.]

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 U.S.C. § 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 the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation or 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 parental care needs; 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 U.S.C. § 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.
 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 by the employer. The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full time equivalent during the 12-month period immediately preceding the leave. 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 employer so that the total leave does not exceed 12 weeks, unless agreed by the employer, 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 employer 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 work days 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 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 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, school district may require the employee to continue taking leave until the end of the semester.
- D. The entire period of leave taken under the special rules will be counted as leave. The school district will continue to fulfill the school district's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

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. This policy shall be conspicuously posted in each school district building in areas accessible to employees.
- 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)
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: MSBA Service Manual, Chapter 13, School Law Bulletin “M” (Statutory Provisions Which Grant Leaves to Licensed as well as Non-Licensed School District Employees – Family and Medical Leave Act Summary)

Original Policy Adopted: May 11, 1998 / Amended: February 11, 2002/ Amended: November 9, 2009

Reviewed: April 2015 / May 2016 / June 2017 / May 2018 / December 2019 / April 2021/ June 2022

Independent School District No. 110
Waconia, MN 55387

8.A.12. 413 Form: Harassment and Violence Report
Form

**INDEPENDENT SCHOOL DISTRICT NO. 110
HARASSMENT AND VIOLENCE REPORT FORM**

General Statement of Policy Prohibiting Harassment and Violence

Independent School District No. **110** 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, including gender identity and expression, or disability. **(Protected Class)**. All persons are to be treated with respect and dignity. Harassment or 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, including gender identity and expression, or disability~~ **Protected Class** by any pupil, teacher, administrator, or other school personnel, that creates 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, **including gender identity and expression** \ 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

INDEPENDENT SCHOOL DISTRICT NO. 110
HARASSMENT AND VIOLENCE REPORT FORM

General Statement of Policy Prohibiting Harassment and Violence

Independent School District No. 110 maintains a firm policy prohibiting all forms of discrimination. 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, including gender identity and expression, or disability is strictly prohibited. All persons are to be treated with respect and dignity. Harassment or 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, including gender identity and expression, or disability by any pupil, teacher, administrator, or other school personnel, which create an intimidating, hostile, or offensive environment will not be tolerated under any circumstances.

Complainant _____
Home Address _____
Work Address _____
Home 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, including gender identity and expression \ 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 that 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)

8.A.13. 415 Mandated Reporting of Maltreatment of
Vulnerable Adults

Adopted: _____

MSBA/MASA Model Policy 415

Orig. 1995

Revised: _____

Rev. 201522

415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

[Note: This policy reflects the mandatory law regarding reporting maltreatment of vulnerable adults and is not discretionary in nature.]

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected maltreatment of vulnerable adults.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to ~~fully~~ comply fully with Minnesota Statutes section § 626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.
- B. A violation of this policy occurs when any school personnel fails to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

III. DEFINITIONS

A. "Abuse" means:

- 1. An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in Minnesota Statutes sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in Minnesota Statutes section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in Minnesota Statutes section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in Minnesota Statutes sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction.
- 2. Conduct which is not an accident or therapeutic conduct as defined in Minnesota Statutes section 626.5572 which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under Minnesota Statutes section 245.825.

3. Any sexual contact or penetration as defined in Minn. Stat. § 609.341 between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility.

4. The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another.

Abuse does not include actions specifically excluded by Minnesota Statutes section 626.5572, Subd. 2.

B. "Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.

C. "Common entry point" means the entity responsible for receiving reports of alleged or suspected maltreatment of a vulnerable adult and designated by the Commissioner of the Minnesota Department of Human Services as the MN Adult Abuse Reporting Center (MAARC).

D. "Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.

E. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.

F. "Mandated Reporters" means a professional or professional's delegate while engaged in education. any school personnel who has reason to believe that a vulnerable adult is being or has been maltreated.

G. "Maltreatment" means the neglect, abuse, or financial exploitation of a vulnerable adult.

H. "Neglect" means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult's physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct.

I. Neglect also means the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult's health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minn. Stat. § Minnesota Statutes section 626.5572, Subd. 17.

- J. "School personnel" means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.
- K. "Vulnerable Aadult" means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under Minn. Stat. Ch. Minnesota Statutes chapter 245A, except as excluded under Minn. Stat. §Minnesota Statutes section 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or whether any type of service is received, possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual's ability to adequately provide adequately for the person's individual's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point responsible for receiving reports.
- B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.
- C. The reporter shall, to the extent possible, identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident, and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose not public data, as defined under Minn. Stat. §Minnesota Statutes section 13.02, to the extent necessary to comply with the above reporting requirements.
- D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting, or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.
- E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report is prohibited.
- F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

V. INVESTIGATION

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rests with the entity designated by the county for receiving reports.

VI. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. § 13.02 ([Government Data Practices; Collection, Security, and Dissemination of Records; Definitions](#))
[Minn. Stat. Ch. 245A \(Human Services Licensing\)](#)
Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)
Minn. Stat. §§ 609.221-609.224 (Assault)
Minn. Stat. § 609.232-34 ([Crimes Against Vulnerable PersonsAdults; Definitions](#))
~~Crimes Against the Person~~)
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Stat. § 626.5572 (Definitions)
In re Kleven, 736 N.W.2d 707 (Minn. App. 2007)

Cross References: MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
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 515 \(Protection and Privacy of Pupil Records\)](#)

415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

[Note: This policy reflects the mandatory law regarding reporting maltreatment of vulnerable adults and is not discretionary in nature.]

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected maltreatment of vulnerable adults.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to fully comply with Minn. Stat. § 626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.
- B. A violation of this policy occurs when any school personnel fails to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

III. DEFINITIONS

- A. “Mandated Reporters” means any school personnel who has reason to believe that a vulnerable adult is being or has been maltreated.
- B. “Maltreatment” means the neglect, abuse, or financial exploitation of a vulnerable adult.
- C. “Neglect” means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult’s physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct. Neglect also includes the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult’s health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 17.
- D. “Abuse” means: (a) An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in section 609.235; (3) the solicitation,

inducement, and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction. (b) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another. Abuse does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 2.

- E. "Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.
- F. "Vulnerable Adult" means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under Minn. Stat. Ch. 245A, except as excluded under Minn. Stat. § 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or type of service received possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual's ability to adequately provide the person's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.
- G. "Caregiver" means an individual or facility who has responsibility for the care of a

vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.

- H. “School Personnel” means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.
- I. “Immediately” means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point responsible for receiving reports.
- B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.
- C. The reporter shall to the extent possible identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident, and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose *not public data* as defined under Minn. Stat. § 13.02 to the extent necessary to comply with the above reporting requirements.
- D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting, or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.
- E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report is prohibited.
- F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

V. INVESTIGATION

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rests with the entity designated by the county for receiving reports.

VI. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. § 13.02 (Collection, Security, and Dissemination of Records; Definitions)
Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)
Minn. Stat. §§ 609.221-609.224 (Assault)
Minn. Stat. § 609.234 (Crimes Against the Person)
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Stat. § 626.5572 (Definitions)
In re Kleven, 736 N.W.2d 707 (Minn. App. 2007)

Cross References: MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
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)

Policy Adopted: May 11, 1998 Revised: August 9, 1999, July 18, 2005, June 2011
Reviewed: April 2015, May 2016, April 2017, May 2018, December 2019, April 2021, June 2022
Independent School District No. 110
Waconia, MN

8.A.14. 417 Chemical Use and Abuse

Adopted: _____

MSBA/MASA Model Policy 417

Orig. 1995

Revised: _____

Rev. 2022~~15~~

417 CHEMICAL USE AND ABUSE

[Note: This policy reflects mandatory provisions of state and federal law and is not discretionary.]

I. PURPOSE

The school board recognizes that chemical use and abuse constitutes a grave threat to the physical and mental well-being of students and employees and significantly impedes the learning process. Chemical use and abuse also creates significant problems for society in general. The school board believes that the public school has a role in education, intervention, and prevention of chemical use and abuse. The purpose of this policy is to assist the school district in its goal to prevent chemical use and abuse by providing procedures for education and intervention.

II. GENERAL STATEMENT OF POLICY

- A. Use or possession of controlled substances, toxic substance, medical cannabis, ~~toxic substances~~, and alcohol before, during, or after school hours, at school or in any other school location, is prohibited in ~~the school setting in~~ accordance with school district policies with respect to a Drug-Free Workplace/Drug-Free School.
- B. The ~~policy of this~~ school district shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement. ~~is to provide an instructional program in every elementary and secondary school in chemical abuse and the prevention of chemical dependency.~~
- C. ~~Every~~The school ~~district that participates in a school district chemical abuse program~~ shall establish and maintain in every school a chemical abuse preassessment team. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
- ~~D. The superintendent, with the advice of the school board, shall be responsible for establishing a school and community advisory team to address chemical abuse problems in the district.~~
- ED. The school district shall establish and maintain a drug-free awareness program to for educate and assist its employees, and may establish a students, and others in understanding this policy and the goals of achieving drug-free schools and workplaces.

[Note: School districts are required to establish a drug-free awareness program for school district employees pursuant to the Drug-Free Workplace Act. In addition, state law requires that the written districtwide school discipline policy must include procedures for detecting and addressing chemical abuse problems of a student while on the school premises. Further, school districts are required to develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement if receiving funding under the federal Student Support and Academic Enrichment Grants law. Comprehensive drug prevention programs are required to be adopted and carried out by school districts pursuant to the Safe and Drug-Free Schools and Communities Act. In addition, school districts are required by the Drug-Free Workplace Act to establish drug-free awareness programs for school district employees. Further, state law authorizes school districts to provide instructional programs in chemical abuse and the prevention of chemical dependency.]

III. DEFINITIONS

- A. “Chemical abuse,” as applied to students, means use of any psychoactive or mood-altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the minor’s student’s normal function in academic, school, or social activities is chronically impaired.
- ~~B. “Chemicals” includes, but is not limited to, alcohol, toxic substances, medical cannabis, and controlled substances as defined in the school district’s Drug-Free Workplace/Drug-Free School policy.~~
- B. “Controlled substances,” as applied to the chemical abuse assessment of students, means a drug, substance, or immediate precursor in Schedules I through V of Minnesota Statutes section 152.02 and “marijuana” as defined in Minnesota Statutes section 152.01, subdivision 9; but not distilled spirits, wine, malt beverages, intoxicating liquors or tobacco. As otherwise defined in this policy, “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. “Drug prevention” means prevention, early intervention, rehabilitation referral, recovery support services, or education related to the illegal use of drugs, such as raising awareness about the consequences of drug use that are evidence based.~~
- ~~C. “Use” includes to sell, buy, manufacture, distribute, dispense, use, or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration.~~
- ~~D. “School location” includes any school building or on any school premises; on 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.~~
- D. “Teacher” means all persons employed in a public school or education district or by a service cooperative as members of the instructional, supervisory, and support staff including superintendents, principals, supervisors, secondary vocational and other classroom teachers, librarians, counselors, school psychologists, school nurses, school social workers, audio-visual directors and coordinators, recreation personnel, media generalists, media supervisors, and speech therapists.

IV. STUDENTS

A. Districtwide School Discipline Policy

Procedures for detecting and addressing chemical abuse problems of a student while on school premises are included in the districtwide school student discipline policy.

AB. Programs and Activities Instruction

14. EveryThe school district shall develop, implement, and evaluate comprehensive provide an instructional programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievements. The programs and activities may include, among other programs and activities, drug prevention activities and programs that may be evidence based, including programs to educate students against the use of alcohol, tobacco, marijuana, smokeless tobacco products, and electronic cigarettes, in chemical abuse and the prevention of chemical dependency. The school district may involve parents, students, health care professionals, state department staff,

and members of the community in developing the curriculum.

[Note: The Safe and Drug-Free Schools and Communities Act requires school districts to adopt and carry out a comprehensive drug and violence prevention program with funds received. Since a comprehensive drug prevention program is required and a school district is specifically authorized by state law to provide instructional programs in chemical abuse and the prevention of chemical dependency, this should be a component of each school district's mandatory program. In addition, the Safe and Drug-Free Schools and Communities Act specifies additional items which that may be included as part of the mandatory comprehensive drug prevention program. Some of the suggested items relating to instruction or training are detailed in Paragraphs 2. Through 6. Below and a school district may wish to adopt one or all of the listed components as part of its mandatory program.]

2. As part of its drug-free programs, the school district may implement the drug abuse resistance education program (DARE) that enables peace officers to undergo the training to teach a curriculum on drug abuse resistance in schools.

2. ~~Each school shall have age-appropriate and developmentally based activities that:~~

a. ~~address the consequences of violence and the illegal use of drugs, as appropriate;~~

b. ~~promote a sense of individual responsibility;~~

c. ~~teach students that most people do not illegally use drugs;~~

d. ~~teach students to recognize social and peer pressure to use drugs illegally and the skills for resisting illegal drug use;~~

e. ~~teach students about the dangers of emerging drugs;~~

f. ~~engage students in the learning process; and~~

g. ~~incorporate activities in secondary schools that reinforce prevention activities implemented in elementary schools.~~

3. ~~Each school shall have activities that involve families, community sectors (which may include appropriately trained seniors), and a variety of drug and violence prevention providers in setting clear expectations against violence and illegal use of drugs and appropriate consequences for violence and illegal use of drugs.~~

4. ~~Each school shall disseminate drug and violence prevention information within the school and to the community.~~

5. ~~Each school shall have professional development and training for, and involvement of, school personnel, student services personnel, parents, and interested community members in prevention, education, early identification and intervention, mentoring, or rehabilitation referral, as related to drug and violence prevention.~~

6. ~~Each school shall have drug and violence prevention activities that may include the following:~~

a. ~~Community-wide planning and organizing activities to reduce violence and illegal drug use, which may include gang activity prevention.~~

b. ~~The hiring and mandatory training, based on scientific research, of school security personnel who interact with students in support of youth drug and violence prevention activities under this policy that are implemented in the school.~~

c. ~~Conflict resolution programs, including peer mediation programs that educate and train peer mediators and~~

~~a designated faculty supervisor, and youth anti-crime and anti-drug councils and activities.~~

~~d. ——— Counseling, mentoring, referral services, and other student assistance practices and programs, including assistance provided by qualified school-based mental health services providers and the training of teachers by school-based mental health services providers in appropriate identification and intervention techniques for students at risk of violent behavior and illegal use of drugs.~~

~~e. ——— Programs that encourage students to seek advice from, and to confide in, a trusted adult regarding concerns about violence and illegal drug use.~~

CB. Reports of Use, Possession, or Transfer of Alcohol or a Controlled Substance~~Chemical Use and Abuse~~

~~1. ——— In the event that a school district employee knows that a student is abusing, possessing, transferring, distributing, or selling chemicals in a school location:~~

~~a. ——— The employee shall immediately either take the student to an administrator or notify an appropriate administrator of the observation and continue to observe the student until the administrator arrives.~~

~~b. ——— The administrator will notify the student's parents. If there is a medical emergency, the administrator will notify the school nurse and/or outside medical personnel as appropriate.~~

~~c. ——— The administrator will notify law enforcement officials, the student's counselor, and the chemical preassessment team.~~

~~d. ——— The administrator and/or law enforcement officials will confiscate the chemicals and/or conduct a search of the student's person, effects, locker, vehicle, or areas within the student's control. Searches by school district officials shall be in accordance with school board policies regarding search and seizure.~~

~~e. ——— The school district will take appropriate disciplinary action in compliance with the student discipline code. Such discipline may include immediate suspension, initiation of expulsion proceedings, and/or referral to a detoxification center or medical center.~~

~~2. ——— If a school district employee has reason to believe that a student is abusing, possessing, transferring, distributing, or selling chemicals:~~

~~a. ——— The employee shall notify the building administrator or a member of the preassessment team and shall describe the basis for the suspicion. The building administrator and/or team will determine what action should be taken. Action may include conducting an investigation, gathering data, scheduling a conference with the student or parents, or providing a meeting between a single member of the team and the student to discuss the behaviors that have been reported and attempting to ascertain facts regarding chemical abuse.~~

~~b. ——— The team may determine there is no chemical abuse. If the team determines there is chemical abuse, the team will select an appropriate course of action, which may include referral to a school counselor; referral to a treatment program; referral for screening, assessment, and treatment planning; participation in support groups; or other appropriate measures.~~

- ~~1. 1. ——— A teacher in a nonpublic school participating in a school district chemical use program, or a public school teacher, who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled substance while on the school premises or involved in school-related activities, shall immediately notify the school's chemical abuse preassessment team, or staff member assigned duties similar to those of such a team, of this information.~~

[Note: School districts are not required to participate in a chemical abuse program

or establish a chemical abuse preassessment team pursuant to state law. Schools are required to have procedures for detecting student chemical abuse and can obtain federal funding if they establish drug prevention, detection, intervention, and recovery support services. Thus, it is recommended that schools establish these programs and activities. For those schools that do not establish a chemical abuse preassessment team, those obligations could be assigned to a specified staff member such a school counselor or administrator.]

32. Students involved in the abuse, possession, transfer, distribution, or sale of chemicals ~~shall~~ may be suspended and proposed for expulsion in compliance with the student discipline policy and the Pupil Fair Dismissal Act, Minnesota Statutes section ~~§~~ 121A.40-121A.56, and proposed for expulsion.
43. Searches by school district officials in connection with the ~~abuse, possession, or transfer, distribution, or sale~~ of alcohol or a controlled substance chemicals will be conducted in accordance with school board policies related to search and seizure.
4. Nothing in paragraph IV.B.1. prevents a teacher or any other school employee from reporting to a law enforcement agency any violation of law occurring on school premises or at school sponsored events.

DC. Preassessment Team

1. Every school that participates in a school district chemical abuse program shall ~~establish~~ have a chemical abuse preassessment team designated by the superintendent or designee. The team ~~must~~ will be composed of classroom teachers, administrators, and to the extent they exist in the school, school nurse, school counselor or psychologist, social worker, chemical abuse specialist, and other appropriate professional staff ~~to the extent they exist in each school, such as the school nurse, school counselor or psychologist, social worker, chemical abuse specialist, or others.~~ For schools that do not have a chemical abuse program and team, the superintendent or designee will assign these duties to a designated school district employee.
2. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
3. Within forty-five (45) days after receiving an individual reported case, the team shall make a determination whether to provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical abuse.

ED. Data Practices

1. Student data may be disclosed without consent in health and safety emergencies pursuant to Minnesota Statutes section § 13.32 and applicable federal law and regulations.
2. Destruction of Records
 - a. If the preassessment team decides not to provide a student and, in the case of a minor, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the determination is made.

- b. If the team decides to provide the student and, in the case of a minor or a dependent student, the student's parents with ~~such~~ information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the student is no longer enrolled in the district.
- c. ~~This section shall govern~~ Destruction of records identifying individual students shall be governed by paragraph IV.E.2. notwithstanding ~~provisions of the Records Management Act, Minnesota Statutes section~~ § 138.163 (Preservation and Disposal of Public Records).

FE. Consent

Any minor may give effective consent for medical, mental, and other health services to determine the presence of or to treat conditions associated with alcohol and other drug abuse, and the consent of no other person is required.

[Note: State law permits schools to provide these services to minor students without the consent of a parent. If, however, a school district provides these or other services pursuant to a grant received under the Student Support and Academic Enrichment Grants law, this funding could be jeopardized if the requirements of federal law, to obtain prior written, informed consent from the parent of each child who is under 18 years of age is not obtained.]

F. School and Community Advisory Team

1. ~~The superintendent, with the advice of the school board, shall establish a school and community advisory team to address chemical abuse problems. The advisory team will be composed of representatives from the school preassessment teams to the extent possible, law enforcement agencies, county attorney's office, social service agencies, chemical abuse treatment programs, parents, and the business community.~~

2. ~~The advisory team shall:~~

a. ~~build awareness of the problem within the community, identify available treatment and counseling programs for students, and develop good working relationships and enhance communication between the schools and other community agencies; and~~

b. ~~develop a written procedure clarifying the notification process to be used by the chemical abuse preassessment team when a student is believed to be in possession of or under the influence of alcohol or a controlled substance. The procedure must include contact with the student and the student's parents or guardian in the case of a minor student.~~

V. EMPLOYEES

- A. ~~The school district shall establish~~ superintendent or designee shall undertake and maintain a drug-free awareness ~~and prevention~~ program to inform employees, ~~students, and others~~ about:
 - 1. The dangers ~~and health risks of chemical~~ of drug abuse in the workplace/school.
 - 2. The school district's ~~drug-free workplace/drug-free school~~ policy of maintaining a drug-free workplace.
 - 3. ~~Any available drug or alcohol counseling, treatment, rehabilitation, re-entry, and/or employee assistance programs available to employees and/or students.~~

4. The penalties that may be imposed on employees for drug abuse violations.

- B. The ~~school district superintendent or designee~~ shall notify ~~any~~ federal granting agency required to be notified under the Drug-Free Workplace Act within ten (10) days after receiving notice ~~from the employee or otherwise receiving actual notice~~ of ~~any criminal drug statute~~ conviction ~~of an employee for a criminal drug statute violation~~ occurring in the workplace. ~~To facilitate the giving of such notice, any employee aware of such a conviction shall report the same to the superintendent.~~

~~[Note: Notification to the federal granting agency within ten (10) days is required by the Drug-Free Workplace Act. 41 U.S.C. § 8103.]~~

Legal References:

Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.25-121A.29 (Chemical Abuse)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
[Minn. Stat. § 121A.61 \(Discipline and Removal of Students from Class\)](#)
[Minn. Stat. § 124D.695 \(Approved Recovery Program Funding\)](#)
[Minn. Stat. § 126C.44 \(Safe Schools Levy\)](#)
Minn. Stat. § 138.163 ([Preservation and Disposal of Public Records](#)) ~~Records Management Act~~
Minn. Stat. § 144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)
[Minn. Stat. § 152.01 \(Definitions\)](#)
[Minn. Stat. § 152.02 \(Schedules of Controlled Substances; Administration of Chapter\)](#)
Minn. Stat. § 152.22 (~~Medical Cannabis~~; Definitions; [Medical Cannabis](#))
Minn. Stat. § 152.23 (~~Medical Cannabis~~; Limitations; [Medical Cannabis](#))
[Minn. Stat. § 299A.33 \(DARE Program\)](#)
[Minn. Stat. § 466.07, subd. 1 \(Indemnification Required\)](#)
[Minn. Stat. § 609.101, subd. 3\(e\) \(Controlled Substance Offenses; Minimum Fines\)](#)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
20 U.S.C. §§ 7101-716522 ([Student Support and Academic Enrichment Grants](#))~~Safe and Drug-Free Schools and Communities Act~~
[20 U.S.C. § 5812 \(National Education Goals\)](#)
[20 U.S.C. § 7175 \(Local Activities\)](#)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
34 C.F.R. Part 84 (Government-~~w~~[W](#)ide 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 418 (Drug-Free Workplace/Drug Free School)
[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 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)

417 CHEMICAL USE AND ABUSE

[Note: This policy reflects mandatory provisions of state and federal law and is not discretionary.]

I. PURPOSE

The school board recognizes that chemical use and abuse constitutes a grave threat to the physical and mental well-being of students and employees and significantly impedes the learning process. Chemical use and abuse also creates significant problems for society in general. The school board believes that the public school has a role in education, intervention, and prevention of chemical use and abuse. The purpose of this policy is to assist the school district in its goal to prevent chemical use and abuse by providing procedures for education and intervention.

II. GENERAL STATEMENT OF POLICY

- A. Use of controlled substances, medical cannabis, toxic substances, and alcohol is prohibited in the school setting in accordance with school district policies with respect to a Drug-Free Workplace/Drug-Free School.
- B. The policy of this school district is to provide an instructional program in every elementary and secondary school in chemical abuse and the prevention of chemical dependency.
- C. The school district shall establish and maintain in every school a chemical abuse preassessment team. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
- D. The superintendent, with the advice of the school board, shall be responsible for establishing a school and community advisory team to address chemical abuse problems in the district.
- E. The school district shall establish and maintain a program to educate and assist employees, students and others in understanding this policy and the goals of achieving drug-free schools and workplaces.

[Note: Comprehensive drug prevention programs are required to be adopted and carried out by school districts pursuant to the Safe and Drug-Free Schools and Communities Act. In addition, school districts are required by the Drug-Free Workplace Act to establish drug-free awareness programs for school district employees. Further, state law authorizes school districts to provide instructional programs in chemical abuse and the prevention of chemical dependency.]

III. DEFINITIONS

- A. “Chemical abuse” means use of any psychoactive or mood-altering chemical

substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the student's normal function in academic, school, or social activities is chronically impaired.

- B. "Chemicals" includes, but is not limited to, alcohol, toxic substances, medical cannabis, and controlled substances as defined in the school district's Drug-Free Workplace/Drug-Free School policy.
- C. "Use" includes to sell, buy, manufacture, distribute, dispense, use, or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration.
- D. "School location" includes any school building or on any school premises; on 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.

IV. STUDENTS

A. Instruction

1. Every school shall provide an instructional program in chemical abuse and the prevention of chemical dependency. The school district may involve parents, students, health care professionals, state department staff, and members of the community in developing the curriculum.

[Note: The Safe and Drug-Free Schools and Communities Act requires school districts to adopt and carry out a comprehensive drug and violence prevention program with funds received. Since a comprehensive drug prevention program is required and a school district is specifically authorized by state law to provide instructional programs in chemical abuse and the prevention of chemical dependency, this should be a component of each school district's mandatory program. In addition, the Safe and Drug-Free Schools and Communities Act specifies additional items which may be included as part of the mandatory comprehensive drug prevention program. Some of the suggested items relating to instruction or training are detailed in Paragraphs 2. through 6. below and a school district may wish to adopt one or all of the listed components as part of its mandatory program.]

2. Each school shall have age-appropriate and developmentally based activities that:
 - a. address the consequences of violence and the illegal use of drugs, as

- appropriate;
- b. promote a sense of individual responsibility;
 - c. teach students that most people do not illegally use drugs;
 - d. teach students to recognize social and peer pressure to use drugs illegally and the skills for resisting illegal drug use;
 - e. teach students about the dangers of emerging drugs;
 - f. engage students in the learning process; and
 - g. incorporate activities in secondary schools that reinforce prevention activities implemented in elementary schools.
3. Each school shall have activities that involve families, community sectors (which may include appropriately trained seniors), and a variety of drug and violence prevention providers in setting clear expectations against violence and illegal use of drugs and appropriate consequences for violence and illegal use of drugs.
 4. Each school shall disseminate drug and violence prevention information within the school and to the community.
 5. Each school shall have professional development and training for, and involvement of, school personnel, student services personnel, parents, and interested community members in prevention, education, early identification and intervention, mentoring, or rehabilitation referral, as related to drug and violence prevention.
 6. Each school shall have drug and violence prevention activities that may include the following:
 - a. Community-wide planning and organizing activities to reduce violence and illegal drug use, which may include gang activity prevention.
 - b. The hiring and mandatory training, based on scientific research, of school security personnel who interact with students in support of youth drug and violence prevention activities under this policy that are implemented in the school.
 - c. Conflict resolution programs, including peer mediation programs that educate and train peer mediators and a designated faculty supervisor, and youth anti-crime and anti-drug councils and activities.

- d. Counseling, mentoring, referral services, and other student assistance practices and programs, including assistance provided by qualified school-based mental health services providers and the training of teachers by school-based mental health services providers in appropriate identification and intervention techniques for students at risk of violent behavior and illegal use of drugs.
- e. Programs that encourage students to seek advice from, and to confide in, a trusted adult regarding concerns about violence and illegal drug use.

B. Reports of Chemical Use and Abuse

- 1. In the event that a school district employee knows that a student is abusing, possessing, transferring, distributing, or selling chemicals in a school location:
 - a. The employee shall immediately either take the student to an administrator or notify an appropriate administrator of the observation and continue to observe the student until the administrator arrives.
 - b. The administrator will notify the student's parents. If there is a medical emergency, the administrator will notify the school nurse and/or outside medical personnel as appropriate.
 - c. The administrator will notify law enforcement officials, the student's counselor, and the chemical preassessment team.
 - d. The administrator and/or law enforcement officials will confiscate the chemicals and/or conduct a search of the student's person, effects, locker, vehicle, or areas within the student's control. Searches by school district officials shall be in accordance with school board policies regarding search and seizure.
 - e. The school district will take appropriate disciplinary action in compliance with the student discipline code. Such discipline may include immediate suspension, initiation of expulsion proceedings, and/or referral to a detoxification center or medical center.
- 2. If a school district employee has reason to believe that a student is abusing, possessing, transferring, distributing, or selling chemicals:
 - a. The employee shall notify the building administrator or a member of the preassessment team and shall describe the basis for the suspicion. The building administrator and/or team will determine what action should be taken. Action may include conducting an investigation, gathering data, scheduling a conference with the

student or parents, or providing a meeting between a single member of the team and the student to discuss the behaviors that have been reported and attempting to ascertain facts regarding chemical abuse.

- b. The team may determine there is no chemical abuse. If the team determines there is chemical abuse, the team will select an appropriate course of action, which may include referral to a school counselor; referral to a treatment program; referral for screening, assessment, and treatment planning; participation in support groups; or other appropriate measures.
3. Students involved in the abuse, possession, transfer, distribution, or sale of chemicals shall be suspended in compliance with the student discipline policy and the Pupil Fair Dismissal Act, Minn. Stat. § 121A.40-121A.56, and proposed for expulsion.
4. Searches by school district officials in connection with the abuse, possession, transfer, distribution, or sale of chemicals will be conducted in accordance with school board policies related to search and seizure.

C. Preassessment Team

1. Every school shall have a chemical abuse preassessment team designated by the superintendent or designee. The team will be composed of classroom teachers, administrators, and other appropriate professional staff to the extent they exist in each school, such as the school nurse, school counselor or psychologist, social worker, chemical abuse specialist, or others.
2. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
3. Within forty-five (45) days after receiving an individual reported case, the team shall make a determination whether to provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical abuse.

D. Data Practices

1. Student data may be disclosed without consent in health and safety emergencies pursuant to Minn. Stat. § 13.32 and applicable federal law and regulations.
2. Destruction of Records
 - a. If the preassessment team decides not to provide a student and, in the case of a minor, the student's parents with information about school or community services in connection with chemical abuse,

records created or maintained by the team about the student shall be destroyed not later than six (6) months after the determination is made.

- b. If the team decides to provide the student and, in the case of a minor or a dependent student, the student's parents with such information, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the student is no longer enrolled in the district.
- c. This section shall govern destruction of records notwithstanding provisions of the Records Management Act, Minn. Stat. § 138.163.

E. Consent

Any minor may give effective consent for medical, mental, and other health services to determine the presence of or to treat conditions associated with alcohol and other drug abuse, and the consent of no other person is required.

F. School and Community Advisory Team

- 1. The superintendent, with the advice of the school board, shall establish a school and community advisory team to address chemical abuse problems. The advisory team will be composed of representatives from the school preassessment teams to the extent possible, law enforcement agencies, county attorney's office, social service agencies, chemical abuse treatment programs, parents, and the business community.
- 2. The advisory team shall:
 - a. build awareness of the problem within the community, identify available treatment and counseling programs for students, and develop good working relationships and enhance communication between the schools and other community agencies; and
 - b. develop a written procedure clarifying the notification process to be used by the chemical abuse preassessment team when a student is believed to be in possession of or under the influence of alcohol or a controlled substance. The procedure must include contact with the student and the student's parents or guardian in the case of a minor student.

V. EMPLOYEES

- A. The superintendent or designee shall undertake and maintain a drug-free awareness and prevention program to inform employees, students, and others about:
 - 1. The dangers and health risks of chemical abuse in the workplace/school.

2. The school district's drug-free workplace/drug-free school policy.
 3. Any available drug or alcohol counseling, treatment, rehabilitation, re-entry, and/or assistance programs available to employees and/or students.
 4. The penalties that may be imposed on employees for drug abuse violations.
- B. The superintendent or designee shall notify any federal granting agency required to be notified under the Drug-Free Workplace Act within ten (10) days after receiving notice of a conviction of an employee for a criminal drug statute violation occurring in the workplace. To facilitate the giving of such notice, any employee aware of such a conviction shall report the same to the superintendent.

[Note: Notification to the federal granting agency within ten (10) days is required by the Drug Free Workplace Act. 41 U.S.C. § 8103.]

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.25-121A.29 (Chemical Abuse)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 138.163 (Records Management Act)
Minn. Stat. § 144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
20 U.S.C. §§ 7101-7165 (Safe and Drug-Free Schools and Communities Act)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
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 418 (Drug-Free Workplace/Drug Free School)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)

Policy Adopted: April 14, 1980 / Amended November 14, 1988 / Amended: December 9, 1996 / June 8, 1998 / February 11, 2002 / May 12, 2008 / Oct. 2016 / Reviewed: December 9, 2019

Independent School District No. 110
Waconia, MN

9. **BOARD COMMITTEE REPORTS**

9.A. Self-Governance & Superintendent Relations
Committee

9.B. Finance & Facilities Committee

9.C. Policy & Advocacy Committee

9.D. District 110 Advisory Council

9.E. Schools for Equity in Education (SEE)
Representative

9.F. Southwest Metro Intermediate District 288
Representative

9.G. MSHSL Representative

9.H. Special Education Advisory Council

9.I. Community Education Advisory Council
Representative

9.J. Teaching & Learning Advisory Council
Representative

9.K. Chemical Abuse Advisory Council/HERO's

9.L. City of Waconia Liaison

10. **ADJOURNMENT**