

Regular School Board Meeting of ISD  
857  
Monday, January 11, 2021 6:00 PM

REMOTE MEETING via ZOOM  
100 County Road 25  
Lewiston, MN 55952

## **Agenda**

- I. Call Regular School Board Meeting to Order.  
**Speaker(s):** Board Chair
- II. Pledge of Allegiance.  
**Speaker(s):** All
- III. Quorum Call  
  
Brummer  
Koverman  
Maki  
Meisch  
Meyer  
Pringle  
Sommer  
**Speaker(s):** Board Chair
- IV. Approve the January 11, 2021 Meeting Agenda.
- V. Open Forum.  
  
Guideline: Three minutes per speaker; fifteen minutes maximum. Complaints about personnel or individuals are prohibited. No Board action will be taken during the Open Forum. This is the only time during the Board meeting that audience participation is allowed, unless scheduled prior.
- VI. Good Things Happening  
A. Welcome Back Students! We are very happy to have students back in our schools. Thank you to all of the staff for their continued flexibility and perseverance with different learning models and for following the necessary health and safety protocols to keep our students and staff safe.
- VII. Consent Agenda  
  
A. Board Meeting Minutes: December 14, 2020; January 4, 2021.  
B. Financial Reports
  - a. Board Bills
  - b. Student Activity Report
  - c. Treasury Report
  - d. Miscellaneous Payments
  - e. December 2020 Wire Payments  
C. Approve Lane Change for Sarah Berndt from MA+10 to MA+20 effective February 1, 2021 in accordance with the Ed MN/L-A Master Agreement.  
D. Accept donation to Lewiston Elementary for \$250.00 from Barb Armitage and

Cheri Nelsestuen.

E. Approve hire of Linda Leibfried as Elementary Office and Transportation Assistant at the rate of \$15.00/hour effective January 11, 2021.

F. Approve hire of Robert J. Schell as a School Bus Driver effective January 12, 2021 in accordance with 2020 - 2022 Bus Driver Handbook.

**Speaker(s):** Board Chair

- VIII. Policies and Forms on 1st Reading.
- A. 301 School District Administration
  - B. 303 Superintendent Selection
  - C. 306 Administrator Code of Ethics
  - D. 402 Disability Nondiscrimination Policy
  - E. 402F Disability Nondiscrimination Policy Form
  - F. 404 Employment Background Checks
  - G. 405 Veteran's Preference
  - H. 416 Drug and Alcohol Testing
  - I. 416F Drug and Alcohol Testing Form
- IX. 2020-2021 Coaches Handbook
- X. Investment Advisory Agreement with Ehlers Public Financial Advisors.
- XI. Updates re: Learning Models and Winter Sports
- XII. COVID-19 Leave Plan for Employees: January 1, 2021 - March 31, 2021.
- XIII. PK/Elementary/Intermediate Principal's Report
- Speaker(s):** Mr. Dave Riebel
- XIV. High School Principal's Report
- Speaker(s):** Dr. Cory Hanson
- XV. Superintendent's Report
- Speaker(s):** Ms. Gwen Carman
- XVI. Board Committee Reports
- Negotiations
- Certified Negotiations: Pringle, Brummer, Meyer
  - Principals/Supt: Maki, Meisch, Sommer
  - Support Staff: Koverman, Meisch, Sommer
  - Bus Drivers: Koverman, Meisch, Sommer
- XVII. Activities: Maki, Sommer
- Meet and Confer: Pringle, Brummer, Meyer
- District Staff Development/Continuing Ed: Koverman (Alternate: Maki)
- HVED: Koverman
- Community Education & Early Childhood Advisory: Pringle (Alternate: Sommer)
- Finance: Brummer, Meyer, Maki
- Policy: Koverman, Sommer (Alternate: Meyer)
- Health & Safety/Wellness: Sommer (Alternate: Meisch)
- Systems Accountability: Koverman (Alternate: Pringle)
- XVIII. Upcoming Meeting Schedule

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Regular Meetings

- February 8
- March 8
- March 22 (Tentative- Interview firms for facility assessment process)

- April 12
- May 10
- June 14

XIX. Committee Meetings

- District Staff Development, Jan. 13th- 7:00am
- Policy Review- January 27th, 6:45am
- Activities - January 27th, 6:15pm
- Finance Committee- February 1st, 6:00pm
- Community Education/Early Childhood Advisory Committee - February 8, 5:30pm

XX. Motion to Adjourn.

**L-A ACTIVITY FUND**  
**December, 2020**

STUDENT COUNCIL	873.76	0.01	873.77
NATIONAL HONOR SOCIETY	1,045.66	0.01	1,045.67
FFA	12,493.85	0.11	12,493.96
HOSA	782.90	0.01	782.91
WASHINGTON DC TRIP	4,075.49	0.03	4,075.52
EAGLE BLUFF	-	0.00	-
CARDINAL BOOK	211.93	0.00	211.93
TRAP LEAGUE	1,390.34	0.01	1,390.35
MUSIC DEPT. HS	33,094.11	0.28	33,094.39
CLASS OF 2026	-	0.00	-
CLASS OF 2021	3,057.53	0.03	3,057.56
CLASS OF 2022	1,438.96	0.01	1,438.97
CLASS OF 2024	18.54	0.00	18.54
CLASS OF 2025	-	0.00	-
CLASS OF 2023	180.55	0.00	180.55
YEARBOOK	2,468.59	0.02	2,468.61
SPANISH TRIP	2,852.53	0.02	2,852.55
CARDINAL CLUB	-	0.00	-
JH STUDENT COUNCIL	539.75	0.01	539.76
PROM	500.01	0.01	500.02
TECH CLUB	5,969.72	0.05	5,969.77
CARDINAL CART	109.23	0.00	109.23
		0.61	
	<b>\$ 71,103.45</b>	<b>0.61</b>	<b>\$ 71,104.06</b>

# Lewiston-Altura Public Schools January Board Bills

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void	Amount
001	P10731	60448	69923	Check	1 6705	R1	2NDGEAR		Yes	No	No	01/11/2021	1,450.00
001	P10731	60450	69924	Check	1 6737		A-1 Mobile Storage Service		Yes	No	No	01/11/2021	232.00
001	P10731	60421	69925	Check	1 3878		ADVANCED BUSINESS SYSTEMS, INC		Yes	No	No	01/11/2021	37.80
001	P10731	60410	69926	Check	1 3128	R1	Amazon Capital Services		Yes	No	No	01/11/2021	1,769.86
001	P10731	60391	69927	Check	1 00420		ARNOLD SUPPLY		Yes	No	No	01/11/2021	700.00
001	P10731	60439	69928	Check	1 6115		Associated Bank Green Bay, N.A.		Yes	No	No	01/11/2021	81,437.50
001	P10731	60420	69929	Check	1 3805		Auto Owners Insurance		Yes	No	No	01/11/2021	495.42
001	P10731	60400	69930	Check	1 2183		B. S. Rentals Inc.		Yes	No	No	01/11/2021	320.00
001	P10731	60416	69931	Check	1 3400		BIO CORPORATION		Yes	No	No	01/11/2021	273.18
001	P10731	60415	69932	Check	1 3301		Bond Trust Services Corp.		Yes	No	No	01/11/2021	309,000.00
001	P10731	60431	69933	Check	1 5631	R1	BSN Sports, LLC		Yes	No	No	01/11/2021	2,169.86
001	P10731	60407	69934	Check	1 2671	R1	CDW-Government		Yes	No	No	01/11/2021	26,069.35
001	P10731	60392	69935	Check	1 1114		Century Link		Yes	No	No	01/11/2021	217.89
001	P10731	60441	69936	Check	1 6168		Cintas		Yes	No	No	01/11/2021	1,158.60
001	P10731	60398	69937	Check	1 1612		CITY OF ALTURA		Yes	No	No	01/11/2021	276.97
001	P10731	60423	69938	Check	1 3906		D & A TESTING SERVICES		Yes	No	No	01/11/2021	61.00
001	P10731	60428	69939	Check	1 5100		Delta Dental		Yes	No	No	01/11/2021	2,017.00
001	P10731	60443	69940	Check	1 6376		Ed Midwest LLC		Yes	No	No	01/11/2021	4,820.00
001	P10731	60451	69941	Check	1 6749		Education.com		Yes	No	No	01/11/2021	150.00
001	P10731	60447	69942	Check	1 6496		EDUCATORS BENEFIT CONSULTANTS		Yes	No	No	01/11/2021	115.07
001	P10731	60454	69943	Check	1 6759		Fuller, Mikaylee		Yes	No	No	01/11/2021	500.00
001	P10731	60397	69944	Check	1 1452	R1	Fun Express		Yes	No	No	01/11/2021	190.81
001	P10731	60445	69945	Check	1 6444		GOPHERMODS		Yes	No	No	01/11/2021	425.00
001	P10731	60406	69946	Check	1 2524	R1	GRAINGER		Yes	No	No	01/11/2021	93.36
001	P10731	60404	69947	Check	1 2491		HANDWRITING WITHOUT TEARS		Yes	No	No	01/11/2021	240.90
001	P10731	60438	69948	Check	1 5952		Herber, Ross		Yes	No	No	01/11/2021	1,500.00
001	P10731	60419	69949	Check	1 3737		Hiawatha Valley Ed District		Yes	No	No	01/11/2021	13,761.32
001	P10731	60440	69950	Check	1 6158		Innovative Therapy Solutions, LLC		Yes	No	No	01/11/2021	6,367.50
001	P10731	60414	69951	Check	1 3282		Kennedy & Graven Chartered		Yes	No	No	01/11/2021	540.00
001	P10731	60412	69952	Check	1 3191		LACKORE ELECTRIC MOTOR REPAIR		Yes	No	No	01/11/2021	13.72
001	P10731	60408	69953	Check	1 3038		Lewiston Hardware Hank		Yes	No	No	01/11/2021	252.64
001	P10731	60393	69954	Check	1 11260		LEWISTON JOURNAL		Yes	No	No	01/11/2021	470.88
001	P10731	60394	69955	Check	1 1235		LEWISTON WELDING & MACHINING, IN		Yes	No	No	01/11/2021	88.00
001	P10731	60429	69956	Check	1 5125		Mackin		Yes	No	No	01/11/2021	753.21
001	P10731	60444	69957	Check	1 6380		McGraw Hill		Yes	No	No	01/11/2021	1,681.18
001	P10731	60446	69958	Check	1 6460		Medford High School		Yes	No	No	01/11/2021	34.99
001	P10731	60434	69959	Check	1 5801		Midwest Bus Parts, Inc.		Yes	No	No	01/11/2021	377.55
001	P10731	60417	69960	Check	1 3571		MINNESOTA ENERGY RESOURCES		Yes	No	No	01/11/2021	2,175.95
001	P10731	60395	69961	Check	1 12495		MINNESOTA SCHOOL BOARDS ASSOC		Yes	No	No	01/11/2021	340.00

# Lewiston-Altura Public Schools January Board Bills

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
001	P10731	60401	69962	Check	1	2303	MINNESOTA STATE COLLEGE-SOUTHE		Yes	No	No	01/11/2021	12,719.00
001	P10731	60396	69963	Check	1	12540	MISSISSIPPI WELDERS SUPPLY COMP,		Yes	No	No	01/11/2021	764.38
001	P10731	60427	69964	Check	1	4759	Mueller, Alyssa		Yes	No	No	01/11/2021	150.00
001	P10731	60433	69965	Check	1	5733	MUESKE, CAROL		Yes	No	No	01/11/2021	180.00
001	P10731	60442	69966	Check	1	6280	Music Mart		Yes	No	No	01/11/2021	1,628.00
001	P10731	60422	69967	Check	1	3887	North Central International		Yes	No	No	01/11/2021	818.96
001	P10731	60409	69968	Check	1	3098	Pan-O-Gold Baking Company		Yes	No	No	01/11/2021	152.23
001	P10731	60453	69969	Check	1	6758	Prigge, Roxanne		Yes	No	No	01/11/2021	75.00
001	P10731	60403	69970	Check	1	2411	REINHART FOOD SERVICE		Yes	No	No	01/11/2021	5,538.63
001	P10731	60452	69971	Check	1	6755	Rinn, Zoe		Yes	No	No	01/11/2021	1,000.00
001	P10731	60411	69972	Check	1	3184	Rochester Telecom Systems, Inc		Yes	No	No	01/11/2021	4.85
001	P10731	60432	69973	Check	1	5638	ROCKIE HILL BISON		Yes	No	No	01/11/2021	411.10
001	P10731	60413	69974	Check	1	3217	SCHOOL SPECIALTY		Yes	No	No	01/11/2021	83.17
001	P10731	60449	69975	Check	1	6733	Sheila Spitzer: Daycare Provider		Yes	No	No	01/11/2021	225.00
001	P10731	60402	69976	Check	1	2363	SHERWIN WILLIAMS		Yes	No	No	01/11/2021	173.99
001	P10731	60437	69977	Check	1	5948	Speltz, Jeanette		Yes	No	No	01/11/2021	500.00
001	P10731	60436	69978	Check	1	5907	Spitzer, Olivia		Yes	No	No	01/11/2021	1,000.00
001	P10731	60435	69979	Check	1	5876	Teachers on Call		Yes	No	No	01/11/2021	2,286.00
001	P10731	60430	69980	Check	1	5318	The McDowell Agency, Inc.		Yes	No	No	01/11/2021	109.00
001	P10731	60399	69981	Check	1	19062	THREE RIVERS CONFERENCE		Yes	No	No	01/11/2021	1,615.40
001	P10731	60418	69982	Check	1	3680	Uline		Yes	No	No	01/11/2021	2,688.67
001	P10731	60424	69983	Check	1	3958	Universal Trucking		Yes	No	No	01/11/2021	337.16
001	P10731	60425	69984	Check	1	4448	VERIZON WIRELESS		Yes	No	No	01/11/2021	158.27
001	P10731	60426	69985	Check	1	4635	WINONA CONTROLS, INC.		Yes	No	No	01/11/2021	752.96
001	P10731	60405	69986	Check	1	25014	ZIEBELL'S HIAWATHA FOODS, INC.		Yes	No	No	01/11/2021	8,672.95

Bank Total: \$504,623.23

Report Total: \$504,623.23

# Lewiston-Altura Public Schools December Misc Payments

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void	Amount
001	P10669	60370		Check	1		L-A DISTRICT ACCOUNT		Yes	No	Yes	12/29/2020	0.00
001	P10669	60371		Check	1		McCONE FOODS, INC		Yes	No	Yes	12/29/2020	0.00
001	P10669	60372		Check	1		MINNTEX CITRUS INC		Yes	No	Yes	12/29/2020	0.00
001	P10669	60373		Check	1		Meiz's Hart-Land Creamery LLC		Yes	No	Yes	12/29/2020	0.00
001	P10669	60338	69889	Check	1		ALTRA FEDERAL CREDIT UNION		Yes	Yes	No	12/15/2020	130.00
001	P10669	60341	69890	Check	1		Ameritas Life Insurance Corp		Yes	Yes	No	12/15/2020	93.36
001	P10669	60337	69891	Check	1		Bremer Bank		Yes	Yes	No	12/15/2020	100.00
001	P10669	60333	69892	Check	1		Education Minnesota - Lewiston-Altura		Yes	Yes	No	12/15/2020	2,428.89
001	P10669	60339	69893	Check	1		HOME FEDERAL SAVINGS BANK		Yes	Yes	No	12/15/2020	42.50
001	P10669	60342	69894	Check	1		ISD 857 - Flex Plan Checking		Yes	Yes	No	12/15/2020	1,402.56
001	P10669	60334	69895	Check	1		MADISON NATIONAL LIFE		Yes	Yes	No	12/15/2020	560.75
001	P10669	60336	69896	Check	1	R1	Merchants Bank		Yes	Yes	No	12/15/2020	549.51
001	P10669	60340	69897	Check	1		MinnWest Bank Group		Yes	Yes	No	12/15/2020	314.25
001	P10669	60335	69898	Check	1		Winona National Bank		Yes	Yes	No	12/15/2020	50.00
001	P10669	60352	69899	Check	1		CHILEDA INSTITUTE, INC.		Yes	Yes	No	12/23/2020	4,746.24
001	P10669	60350	69900	Check	1		City of Lewiston		Yes	Yes	No	12/23/2020	3,281.64
001	P10669	60358	69901	Check	1		Fifth Avenue Awards		Yes	No	No	12/23/2020	109.75
001	P10669	60357	69902	Check	1		GOPHERMODS		Yes	No	No	12/23/2020	441.00
001	P10669	60351	69903	Check	1	R1	HyVee		Yes	Yes	No	12/23/2020	286.68
001	P10669	60349	69904	Check	1	R1	J.W. Pepper & Son, Inc.		Yes	Yes	No	12/23/2020	878.34
001	P10669	60354	69905	Check	1		Loffler Companies		Yes	No	No	12/23/2020	2,299.22
001	P10669	60356	69906	Check	1		MIEnergy Cooperative		Yes	Yes	No	12/23/2020	17,563.13
001	P10669	60348	69907	Check	1	R1	REALLY GOOD STUFF, LLC		Yes	Yes	No	12/23/2020	24.99
001	P10669	60359	69908	Check	1		Reallyville		Yes	No	No	12/23/2020	30.00
001	P10669	60355	69909	Check	1		Teachers on Call		Yes	Yes	No	12/23/2020	1,524.00
001	P10669	60353	69910	Check	1		WINONA HEALTH SERVICES		Yes	Yes	No	12/23/2020	360.00
001	P10669	60347	69911	Check	1		XCEL ENERGY		Yes	Yes	No	12/23/2020	2,778.03
001	P10669	60365	69912	Check	1		ALTRA FEDERAL CREDIT UNION		Yes	No	No	12/31/2020	130.00
001	P10669	60368	69913	Check	1		Ameritas Life Insurance Corp		Yes	No	No	12/31/2020	93.36
001	P10669	60364	69914	Check	1		Bremer Bank		Yes	No	No	12/31/2020	100.00
001	P10669	60360	69915	Check	1		Education Minnesota - Lewiston-Altura		Yes	No	No	12/31/2020	2,428.89
001	P10669	60366	69916	Check	1		HOME FEDERAL SAVINGS BANK		Yes	No	No	12/31/2020	42.50
001	P10669	60369	69917	Check	1		ISD 857 - Flex Plan Checking		Yes	No	No	12/31/2020	1,402.44
001	P10669	60361	69918	Check	1		MADISON NATIONAL LIFE		Yes	No	No	12/31/2020	537.86
001	P10669	60363	69919	Check	1	R1	Merchants Bank		Yes	No	No	12/31/2020	549.49
001	P10669	60367	69920	Check	1		MinnWest Bank Group		Yes	Yes	No	12/31/2020	314.25
001	P10669	60362	69921	Check	1		Winona National Bank		Yes	No	No	12/31/2020	50.00



# Treasury Report

## December 2020 Bank Reconciliation

FUNDS	BALANCE BEGINNING OF MONTH	<u>RECEIPTS</u>	<u>DISBURSEMENTS</u>	BALANCE END OF MONTH	ENDING BALANCE 2019-2020
GENERAL FUND	1,205,526.10	1,128,942.89	(1,143,101.98)	1,191,367.01	1,157,234.44
FOOD SERVICE FUND	(4,003.09)	50,707.53	(47,841.30)	(1,136.86)	28,945.03
COMMUNITY ED	248,198.90	31,093.78	(25,262.25)	254,030.43	303,622.89
BUILDING CONSTRUCTION	0.00	0.00	0.00	0.00	0.00
DEBT REDEMPTION	974,040.26	38,996.43	(750.00)	1,012,286.69	1,065,341.56
INVESTMENT SCHOLARSHIPS	0.00	0.00	0.00	0.00	101,406.24
<b>TOTALS</b>	<b>2,423,762.17</b>	<b>1,249,740.63</b>	<b>(1,216,955.53)</b>	<b>2,456,547.27</b>	<b>2,656,550.16</b>

## RECONCILEMENT OF TREASURER'S BALANCE WITH BANK

DESCRIPTION	BALANCE PER BANK STATEMENT	OUTSTANDING CHECKS	DEPOSITS NOT SHOWN ON BANK STATEMENT	OTHER RECONCILING ITEMS	BALANCE PER TREASURER'S BOOKS
MinnWest Bank # 200014	317,994.30	(43,963.01)	0.00	(10,113.01)	263,918.28
Merchants Bank	3,758.31	0.00	0.00	0.00	3,758.31
Minn West Bank #90005513	476,903.62	0.00	0.00	0.00	476,903.62
MSDLF 601470	1,659,607.35	0.00	0.00	0.00	1,659,607.35
CD-investments	52,359.71	0.00	0.00	0.00	52,359.71
<b>TREASURER'S BALANCE</b>					<b>2,456,547.27</b>

# Lewiston-Altura Public Schools December Wire Payments

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
001	P2106	60327		Wire	1 1053		MINNESOTA ELECTRONIC FUNDS		No	Yes	No	12/15/2020	7,265.09
001	P2106	60328		Wire	1 1054		FEDERAL TAXES		No	Yes	No	12/15/2020	47,607.46
001	P2106	60329		Wire	1 18600		MINNESOTA TEACHERS RETIREMENT.		No	Yes	No	12/15/2020	26,825.75
001	P2106	60330		Wire	1 18610		PERA		No	Yes	No	12/15/2020	7,620.96
001	P2106	60331		Wire	1 4373		ING		No	Yes	No	12/15/2020	2,291.58
001	P2106	60332		Wire	1 6496		EDUCATORS BENEFIT CONSULTANTS		No	Yes	No	12/15/2020	8,469.70
001	P10669	60343		Wire	1 5546		VISA		No	Yes	No	12/15/2020	359.05
001	P10669	60379		Wire	1 3128	R 1	Amazon Capital Services		No	Yes	No	12/29/2020	43.95
001	P10669	60380		Wire	1 3153		Merchants Bank - Fees		No	Yes	No	12/31/2020	95.90
001	P10669	60381		Wire	1 4834		MERCHANT PROCESSING CENTER		No	Yes	No	12/31/2020	214.98
001	P10669	60382		Wire	1 4866		BLUECROSS BLUESHIELD OF MN & BL		No	Yes	No	12/31/2020	22,425.00
001	P10669	60383		Wire	1 6283		MinnWest Bank Group		No	Yes	No	12/31/2020	77.00
001	P10669	60384		Wire	1 1053		MINNESOTA ELECTRONIC FUNDS		No	Yes	No	12/31/2020	7,678.10
001	P10669	60385		Wire	1 1054		FEDERAL TAXES		No	Yes	No	12/31/2020	52,180.99
001	P10669	60386		Wire	1 18600		MINNESOTA TEACHERS RETIREMENT.		No	Yes	No	12/31/2020	27,395.55
001	P10669	60387		Wire	1 18610		PERA		No	Yes	No	12/31/2020	8,066.04
001	P10669	60388		Wire	1 4373		ING		No	Yes	No	12/31/2020	2,291.58
001	P10669	60389		Wire	1 6496		EDUCATORS BENEFIT CONSULTANTS		No	Yes	No	12/31/2020	8,469.70
001	P10669	60390		Wire	1 6496		EDUCATORS BENEFIT CONSULTANTS		No	Yes	No	12/31/2020	243.75

Bank Total: \$229,622.13

Report Total: \$229,622.13

**Organizational Meeting of ISD 857 School Board Meeting Minutes**  
**Monday, January 4, 2021 6:00 PM**  
**REMOTE MEETING via ZOOM, 100 County Road 25, Lewiston, MN 55952**

Acting Board Chairperson Meyer called the meeting to order at 6:00pm. Present were Koverman, Pringle, Maki, Meisch, Meyer, Sommer. Absent: Brummer.

The Ceremonial Oath of Office was stated by Koverman, Maki, Pringle and Sommer.

Motion by Koverman, second by Sommer to approve the meeting agenda. MCU.

Acting Chairperson Meyer nominated Brummer to be Board Chairperson. There were no other nominations. Meyer declared Brummer Chair.

Acting Chairperson Meyer nominated Maki to be Board Vice-Chairperson. There were no other nominations. Meyer declared Maki Vice Chairperson. Maki assumed meeting Chair duties for the meeting.

Meyer nominated Meisch to be Clerk. There were no other nominations. Maki declared Meisch as Clerk.

Meisch nominated Meyer to be Treasurer. There were no other nominations. Maki declared Meyer to be Treasurer.

Meyer motioned and Sommer seconded to set dates, times and locations for 2021 Regular Board Meetings as second Monday of each month at 6:00pm. Meetings will be held remotely for duration of Governor's COVID-19 Peacetime Emergency Order. After the Emergency Order expires, meetings will be held in the High School Library, with the exceptions of the September meeting will be at the Lewiston Elementary School and the October meeting will be held at the Altura Intermediate School. MCU.

Motion by Meyer, seconded by Koverman to designate Superintendent Gwen Carman as the Identified Official with Authority to authorize user access to State of Education secure websites for ISD 857. MCU.

Motion by Meisch, seconded by Koverman to designate the Superintendent as the Chief Financial Officer of the School District with authorization to pay bills in advance. MCU.

Motion by Meyer, seconded by Meisch to designate Minnwest Bank of Lewiston, The Peoples State Bank in Altura, Merchants Bank in Winona and the Minnesota School District Liquid Asset Fund as official depositories for school district funds. MCU.

Motion by Koverman and seconded by Sommer to authorize Superintendent, Business Manager and Assistant Finance Clerk to make Official District Electronic Transfers. MCU.

Motion by Koverman, second by Meisch to designate Kennedy and Graven, Chartered as the official school district law firm and provide the Superintendent and Board Chair the authorization to contact legal counsel on matters relevant to the school district. MCU.

Motion by Sommer, seconded by Meyer to designate The St. Charles Press & Lewiston Journal as the official publication of the school district. MCU.

Motion by Koverman, second by Meisch to set compensation for School Board Directors and Board Chairperson per regular, special and appointed committee meetings and MSBA Trainings at \$65.00 per meeting for Directors and \$80.00 for Board Chair.

Motion by Meyer, second by Meisch to designate Maki as Board Representative to the MN State High School League.

Board members will serve as follow on the following committees in 2021.

Negotiations

Certified Negotiations: Pringle, Brummer, Meyer

Principals/Supt: Maki, Meisch, Sommer

Support Staff: Koverman, Meisch, Sommer

Bus Drivers: Koverman, Meisch, Sommer

Activities: Maki, Sommer

Meet and Confer: Pringle, Brummer, Meyer

District Staff Development/Continuing Ed: Koverman (Maki - Alternate)

HVED: Koverman

Community Education/Early Childhood Advisory: Pringle (Sommer Alternate)

Finance: Brummer, Meyer, Maki

Policy: Koverman, Sommer (Meyer alternate)

Health & Safety/Wellness: Sommer (Alternate: Meisch)

Systems Accountability: Koverman (Alternate: Pringle)

Motion by Koverman, second by Meisch to adjourn at 6:49pm.

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Melissa Meisch, Board Clerk

**MINUTES OF THE LEWISTON-ALTURA REGULAR SCHOOL BOARD MEETING  
ISD #857  
December 14, 2020**

A regular meeting of the School Board of Independent School District #857 was held on December 14, 2020 via MS Teams, due to COVID-19 Pandemic restrictions. Members Bronk, Maki, Meisch, Koverman, Brummer, Meyer, and Sommer were present.

Board Chair Meyer called the meeting to order at 6:00pm. Superintendent Carman presented information for the Truth in Taxation hearing. There were no public comments or questions.

The Pledge of Allegiance was recited. Motion by Brummer, seconded by Meisch to approve the December 14, 2020 Meeting Agenda. MCU.

Motion by Bronk, seconded by Sommer to approve the Consent Agenda. MCU.

Motion by Meisch, seconded by Koverman to approve designated combined polling places for all School District Special Elections beginning January 2021 through the calendar year at Lewiston City Hall and Altura City Hall between the hours of 7:00am and 8:00pm.

Motion by Brummer, seconded by Maki to approve Certification of 2020 Payable 2021 Levy Limitation for \$1,286,937.49.

Motion by Sommer, seconded by Brummer to approve Policies 406, 406F, 422, 427, 535, 535F on first readings. MCU.

Motion by Meisch seconded by Maki to approve Policies 415, 420, 421, 423, 424, 425, 604, 608, 615, 620, 624 on second readings. MCU.

Motion by Maki, seconded by Bronk to approve Strategic Planning Next Steps. MCU.

Motion by Koverman, seconded by Maki to approve Modified 2020-21 School Year Calendar. MCU.

Superintendent Carman presented information about the Learning Model and Winter Sports planning for January 4, 2021 and beyond.

Reports were presented by Principal Riebel, Principal Hanson and Superintendent Carman,

Motion by Bronk and seconded by Brummer to adjourn the meeting at 8:11 pm.

????, Clerk

## 301 SCHOOL DISTRICT ADMINISTRATION

## I. PURPOSE

The purpose of this policy is to clarify the role of the school district administration and its relationship with the school board.

## II. GENERAL STATEMENT OF POLICY

- A. Effective administration and sound management practices are essential to realizing educational excellence. It is the responsibility of the school district administration to develop a school environment that recognizes the dignity of each student and employee, and the right of each student to access educational programs and services.
- B. The school board expects all activities related to the operation of the school district to be administered in a well-planned manner, conducted in an orderly fashion, and to be consistent with the policies of the school board.
- C. The school board shall seek specific recommendations, background information and professional advice from the school district administration, and will hold the administration accountable for sound management of the schools.
- D. Although the school board holds the superintendent ultimately responsible for administration of the school district and annual evaluation of each principal, the school board also recognizes the direct responsibility of principals for educational results and effective administration, supervisory, and instructional leadership at the school building level.
- E. The school board and school administration shall work together to share information and decisions that best serve the needs of school district students within financial and facility constraints that may exist.

Adopted: March 15, 1999

Legal References: Minn. Stat. § 123B.143 (Superintendent)  
Minn. Stat. § 123B.147 (Principals)

Cross References: MSBA Service Manual, Chapter 3, Superintendent of Schools

### 303 SUPERINTENDENT SELECTION

#### I. PURPOSE

The purpose of this policy is to convey to the school community that the authority to select and employ a superintendent is vested in the school board.

#### II. GENERAL STATEMENT OF POLICY

The school board shall employ a superintendent to serve as the chief executive officer of the school ~~board~~ district and to conduct the daily operations of the school district.

#### III. QUALIFICATIONS

- A. The school board shall consider applicants who meet or exceed the licensing standards set by the Minnesota Professional Educator Licensing and Standards Board Minnesota Department of Children, Families and Learning and qualifications established in the job description for the superintendent position. State and federal equal employment and nondiscrimination requirements shall be observed throughout the recruitment and selection process.
- B. The school board will consider professional preparation, experience, skill and demonstrated competence of qualified applicants in making a final decision.

#### IV. SELECTION

- A. A process for recruitment, screening, and interviewing of candidates shall be developed by the school board.
- B. The school board may contract for assistance in the search for a superintendent.
- C. The school board shall provide the contract for the superintendent and specifically identify all conditions of employment mutually agreed upon with the superintendent. In so doing, the school board shall observe all requirements of state and federal law and school board policy.

Adopted: April 9, 2001

Legal References: Minn. Stat. 123B.143 (Superintendent)  
[Minn. Rules, Chapter 3512](#)

Cross References: MSBA Service Manual, Chapter ~~5~~ 3, ~~School Board-Staff Relationships~~ Superintendent

## 306 ADMINISTRATOR CODE OF ETHICS

## I. PURPOSE

The purpose of this policy is to establish the expectation of the school board that school administrators ~~subscribe~~ adhere to the ~~statement standards~~ of ethics and professional conduct in this policy and Minnesota law, standards set forth in the Code of Ethics approved by the Minnesota Association of School Administrators.

## II. GENERAL STATEMENT OF POLICY

A. An educational administrator's professional behavior must conform to an ethical code. The code must be idealistic and at the same time practical, so that it can apply reasonably to all educational administrators. The administrator acknowledges that the schools belong to the public they serve for the purpose of providing educational opportunities to all. However, the administrator assumes responsibility for providing professional leadership in the school and community. This responsibility requires the administrator to maintain standards of exemplary professional conduct. It must be recognized that the administrator's actions will be viewed and appraised by the community, professional associates, and students. To these ends, the administrator subscribes to the following statements of standards.

B. The educational administrator:

1. Makes the well-being of students the fundamental value of all decision-making and actions.
2. Fulfills professional responsibilities with honesty and integrity.
3. Supports the principle of due process and protects the civil and human rights of all individuals.
4. Obeys local, state, and national laws and does not knowingly join or support organizations that advocate, directly or indirectly, the overthrow of the government.
5. Implements the school board's policies.
6. Pursues appropriate measures to correct those laws, policies, and regulations that are not consistent with sound educational goals.
7. Avoids using positions for personal gain through political, social, religious, economic, or other influence.
8. Accepts academic degrees or professional certification only from duly accredited institutions.
9. Maintains the standards and seeks to improve the effectiveness of the profession through research and continuing professional development.
10. Honors all contracts until fulfillment, release, or dissolution is mutually agreed upon by all parties to the contract.
11. Adheres to the Code of Ethics for School Administrators in Minnesota Rule

Adopted: April 9, 2001

Legal References: [Minn. Stat. § 122A.14, Subd. 4 \(Code of Ethics\)](#)  
[Minn. Rules Part 3512.5200 \(Code of Ethics for School Administrators\)](#)

Cross References: ~~[MSBA Service Manual, Chapter 5, School Board Staff Relationships](#)~~

## 402 DISABILITY NONDISCRIMINATION POLICY

### 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, with regard to job application procedures, hiring, advancement, discharge, compensation, job training, or any other term, condition or privilege 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 school principals or superintendent regarding grievances or hearing requests regarding disability issues. These people are the school district's ADA/504 Coordinators.

### III. REPORTING GRIEVANCE PROCEDURES

- A. Any person who believes he or she has been the victim of discrimination on the basis of disability by a pupil, teacher, administrator or other school personnel of the school district, or any person with knowledge or belief of conduct which may constitute such discrimination or violence toward a pupil, teacher, administrator or other school personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting discrimination directly to the building's Section ADA/504 Coordinator or to the superintendent.

- B. In each school building: the building principal is the person responsible for receiving oral or written reports of discrimination based on disability at the building level. Any adult school district personnel who receive a report of discrimination shall inform the building principal immediately.
- C. Upon receipt of a report, the principal must notify the school district Section ADA/504 Coordinator immediately, without screening or investigating the report. The principal may request but may not insist upon a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the principal to the Section ADA/504 Coordinator. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the Section ADA/504 Coordinator. Failure to forward any harassment or violence report or complaint as provided herein will result in disciplinary action against the principal. If the complaint involves the building principal, the complaint shall be made or filed directly with the superintendent or the school district Section ADA/504 Coordinator by the reporting party or complainant.
- D. In the district: the school board hereby designates school principals and superintendent as the school district Section ADA/504 to receive reports or complaints of discrimination on the basis of disability.
- E. The school district shall conspicuously post the names of the Section ADA/504 Coordinators, including mailing addresses and telephone numbers.
- F. Submission of a good faith complaint or report of discrimination on the basis of disability will not affect the complainant or reporter's future employment, grades or work assignments.
- G. Use of formal reporting forms is not mandatory.
- H. The school district will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

Adopted: December 13, 1999

Revised: March 13, 2006

Revised: April 8, 2019

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
29 U.S.C. 794 et seq. (§504 of Rehabilitation Act of 1973)  
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 Model Policy 521 (Student Disability Nondiscrimination)

INDEPENDENT SCHOOL DISTRICT NO. 857  
LEWISTON ALTURA  
UNLAWFUL DISCRIMINATION TOWARD AN EMPLOYEE WITH DISABILITIES

General Statement of Policy Prohibiting Unlawful Discrimination Toward an Employee With Disabilities

Independent School District No. 857 maintains a firm policy prohibiting all forms of unlawful discrimination. All employees are to be treated with respect and dignity. Unlawful discrimination by any teacher, administrator or other school personnel will not be tolerated under any circumstances.

Complainant \_\_\_\_\_

Home Address \_\_\_\_\_

Work Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

Name of person you believe unlawfully discriminated toward you or a student on the basis of disability:  
\_\_\_\_\_

If the alleged unlawful discrimination was toward another person, identify that person: \_\_\_\_\_  
\_\_\_\_\_

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 unlawfully discriminated against me or a student on the basis of disability. 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: \_\_\_\_\_

\_\_\_\_\_

## 404 EMPLOYMENT/VOLUNTEER BACKGROUND CHECKS

### 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 district, regardless of whether any compensation is paid, or such other background checks as provided by this policy. The school district elects to do background checks of all volunteers and may elect to do background checks of 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 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 applicant's criminal history does not preclude the applicant 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. No applicant for employment will commence employment, and no volunteer will provide services until the school district receives the results of the criminal history background check, and the results show no evidence of convictions resulting from unacceptable behaviors that would disqualify an applicant for employment (See III., J). The District shall notify the applicant that any offer of employment and/or acceptance of offer to volunteer services may be revoked based on the result of the background check. Background checks will be performed by the Minnesota Bureau of Criminal Apprehension (hereinafter "the BCA"). 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. If the applicant fails to provide the school district with a signed Informed Consent Form and fee at the time the applicant receives a job offer, or permission to provide services, the applicant will be considered to have voluntarily withdrawn the application for employment or request to provide services.
- C. The school district, in its discretion, may elect not to request a criminal history background check on an applicant 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 applicant 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 applicant has committed an act subsequent to the check that would disqualify the applicant for employment or provision of services.
- E. For all non-state 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 applicants 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 from employment with, or provision of services to, the school district. Such applicants must provide an executed criminal history consent form.
- F. When required, applicants must provide fingerprints to assist in a criminal history

background check. If the fingerprints provided by the applicant are unusable, the applicant 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 job posting and job advertisements.
- H. The applicant 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 results show any conviction that evidences harm or cruelty to children, the elderly or disabled, domestic abuse, battery, assault, serious drug offenses, violence, offenses reflecting dishonesty (theft, embezzlement, etc.), or other similar unacceptable behavior within five years prior to applying with the school district the applicant will be automatically disqualified for employment and/or provision of services. Dishonesty in answering any questions on the application including those pertaining to prior criminal convictions will result in the applicant being automatically disqualified for employment/and or provision of services.
- J. All school district employees will submit to a criminal background check every five years after being initially hired by the school district at the employees' expense. Evidence of successful re-licensure of certified employees every five years through the Minnesota Professional Educator Licensing and Standards Board, Minnesota Board of School Administrators, or other appropriate state licensing agency will meet this requirement for certified employees.
- K. The school district will apply these procedures to volunteers and may apply them to independent contractors or student employees.
- L. 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 BACKGROUND CHECK APPLICATION~~

~~Upon request, the district will provide instructions for completing an online background check. A form to obtain consent for a criminal history background check is included with this policy.~~

Adopted: April 19, 1999  
Revised: January 11, 2010  
Revised: January 13, 2014  
Revised: November 25, 2014  
Revised: October 14, 2019

Legal References: Minn. Stat. 13.04, Subd. 4 (inaccurate or Incomplete 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)

## 405 VETERAN'S PREFERENCE; HIRING

## I. PURPOSE

The purpose of this policy is to comply with the Minnesota Veterans Preference Act (VPA) which provides preference points for veterans applying for employment with political subdivisions, including school districts, as well as additional rights for veterans in the discharge process-law mandating preference points for veterans applying for employment with political subdivisions.

## II. GENERAL STATEMENT OF POLICY

- A. It is the school district's policy to comply with Minnesota law the VPA regarding veteran's preference rights and the mandatinged of preference points to veterans and spouses of deceased veterans or disabled veterans.
- B. The school district's policy is also to comply with the VPA requirement that no covered veteran may be removed from public employment except for incompetency or misconduct shown after a hearing upon due notice, upon stated charges, and in writing. This paragraph does not apply to the position of teacher.
- C. Veteran preference points will be applied pursuant to applicable law as follows:
1. A credit of ten points shall be added to the competitive open examination rating of a non-disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points. There shall be added to the competitive open examination rating of a non-disabled veteran, who so elects, a credit of five points provided that the veteran obtained a passing rating on the examination without the addition of the credit points.
  2. A credit of fifteen points shall be added to the competitive open examination rating of a disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points. There shall be added to the competitive open examination rating of a disabled veteran, who so elects, a credit of ten points provided that the veteran obtained a passing rating on the examination without the addition of the credit points.
  3. A credit of five points shall be added to the competitive promotional examination rating of a disabled veteran, who so elects, provided that (a) the veteran obtained a passing rating on the examination without the addition of the credit points and (b) the veteran is applying for a first promotion after securing public employment. There shall be added to the competitive promotional examination rating of a disabled veteran, who so elects, a credit of five points provided that (a) the veteran obtained a passing rating on the examination without the addition of the credit points and (b) the veteran is applying for a first promotion after securing public employment.

4. A preference may be used by the surviving spouse of a deceased veteran and by the spouse of a disabled veteran who, because of the disability, is unable to qualify.
- D. Eligibility for and application of veteran's preference, the definition of a veteran, and the definition of a disabled veteran ~~will be pursuant to applicable law for~~ purposes of this policy will be pursuant to the VPA.
- E. When notifying applicants that they have been accepted into the selection process, the school district shall notify applicants that they may elect to use veteran's preference.
- F. ~~It is the~~ The school district's policy to use a 100-point hiring system to enable allocation of veteran preference points. The school district may or may not use a 100-point hiring system for filling teaching positions. If a 100-point hiring system is not used for filling a teaching position, preference points will not be added, but all veteran applicants who have proper licensure for the teaching position will be granted an interview for the position.
- G. If the school district rejects a member of the finalist pool who has claimed veteran's preference, the school district shall notify the finalist in writing of the reasons for the rejection and file the notice with the school district's personnel officer.
- [Note: A school district may require a veteran to complete an initial hiring probationary period as defined in Minn. Stat. § 43A.16.]
- H. In accordance with the VPA, no honorably discharged veteran shall be removed from a position of employment except for incompetency, misconduct, or good faith abolishment of position.
- Incompetency or misconduct must be shown after a hearing, upon due notice, upon stated charges, in writing.
  - A veteran must irrevocably elect to be governed either by the VPA or by arbitration provisions set forth in a collective bargaining agreement in the event of a discharge.
- I. The VPA and the provisions of this policy do not apply to the position of private secretary, superintendent, head of a department, or any person holding a strictly confidential relation to the school board or school district. The VPA and the provisions of this policy apply to teachers only with respect to the hiring process, as set forth in Paragraph F., above.

Adopted: April 19, 1999

Legal References: Minn. Stat. § 43A.11 (Veteran's Preference)  
Minn. Stat. § 197.455 (Veteran's Preference Applied)  
Minn. Stat. § 197.46 (Veterans Preference Act)

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*Hall v. City of Champlin*, 463 N.W.2d 502 (Minn. 1990)

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*Young v. City of Duluth*, 410 N.W.2d 27 (Minn. Ct. App. 1987) Cross

References: MSBA/MASA Model Policy 401 (Equal Employment Opportunity)

## 416 DRUG AND ALCOHOL TESTING

[Note: Drug and Alcohol Testing of school bus drivers and applicants is mandatory under federal law. The mandatory testing is described under Part III. of the policy. Testing of other employees or testing of school bus drivers beyond that mandated by federal law is optional but can be done under state law only if a policy containing provisions such as the provisions of Part IV. of this policy are adopted. To preserve the right to request or require school district employees who are not bus drivers and applicants to undergo drug and/or alcohol testing or to require bus drivers to submit to testing that is not federally mandated, a school district should adopt Part IV. as part of its drug and alcohol testing policy.]

## I. PURPOSE

- A. The school board recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.
- B. ~~It is the belief of the school board~~ The school board believes that a work environment free of drug and alcohol use will not only be safer, healthier, and more productive, but will also be more conducive to effective learning. Therefore, to provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in federal law and Minn. Stat. §§ 181.950 through 181.957.

## II. GENERAL STATEMENT OF POLICY

- A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950 through 181.957.
- B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950 through 181.957.
- C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs which are not

medically prescribed, including medical cannabis, regardless of whether it has been prescribed for the employee, is also prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Use of drugs which are not medically prescribed, including medical cannabis, regardless of whether it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs which are not medically prescribed are prohibited from entering or remaining on school district property.

- D. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.
- E. Any employee who violates this section shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge.

### III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

- A. General Statement of Policy  
All persons subject to commercial driver's license requirements shall be tested for alcohol, marijuana (including medical cannabis), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.
- B. Definitions
  1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.
  2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.

3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.
4. "Commercial Motor Vehicle" (CMV) includes a vehicle which is designed to transport 16 or more passengers, including the driver.
5. "Designated Employer Representative" (DER) means a designated school district representative authorized to take immediate action to remove employees from safety-sensitive duties, to make required decisions in the testing and evaluation process, and to receive test results and other communications for the school district.
6. "Department of Transportation" (DOT) means United States Department of Transportation.
7. "Driver" includes full-time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers, and independent owner-operator contractors.
8. "Evidential Breath Testing Device" (EBT) means ~~an EBT device~~ approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.
9. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving laboratory results generated by the school district's drug testing program and for evaluating medical explanations for certain drug tests.
10. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and it has been determined that there was no adequate medical explanation for the failure; (f) fails or declines to take an additional test as directed; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to sign the certification on the forms); ~~or~~ (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver

~~adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing. is reported by the Medical Review Officer as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.~~

11. "Safety-sensitive functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work, and include such functions as driving, loading, and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
12. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.
13. "Stand Down" means to temporarily remove an employee from performing safety-sensitive functions after a laboratory reports a confirmed positive, an adulterated, or a substituted test result but before a MRO completes the verification process.
14. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

#### C. Policy and Educational Materials

[Note: The federal regulations require that school districts provide materials to bus drivers explaining the school district's policies and procedures and the federal requirements with respect to the mandatory drug and alcohol testing of bus drivers. 49 C.F.R. § 382.601. Almost all of the required information is contained within this model policy. Additional materials to be provided to employees are described in Paragraph 2. of this Section C.]

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.
2. The school district shall provide to each driver information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug

problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.

3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that he or she has received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

[Note: The federal regulations require a school district to obtain a signed statement from each driver certifying that he or she has received a copy of these materials. 49 C.F.R. § 382.601(d). The original signed certificate must be maintained by the school district and a copy may be provided to the driver.]

D. Alcohol and Controlled Substances Testing Program Manager

[Note: School districts are required by the federal regulations to designate a person to answer driver questions about the policy and the education materials described in Section C. above and to notify the drivers of the designation. 49 C.F.R. § 382.601(b)(1).]

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.
2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers.

[Note: The specific prohibitions for drivers are contained, in large part, in 49 C.F.R. §§ 382.201-382.215.]

1. **Alcohol Concentration.** No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.
2. **Alcohol Possession.** No driver shall be on duty or operate a CMV while the driver possesses alcohol.
3. **On-Duty Use.** No driver shall use alcohol while performing safety-sensitive functions.

4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until he or she undergoes a post-accident alcohol test, whichever occurs first.
6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.
7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.
8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.
9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district which prohibit the possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

[Note: Consequences for drivers engaging in alcohol-related conduct are described in the federal regulations. 49 C.F.R. § 382.505.]

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least 24 hours. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04.

G. Prescription Drugs

A driver shall inform his or her supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the

prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry.

H. Testing Requirements.

1. Pre-Employment Testing.

[Note: 49 C.F.R. § 382.301 details the requirements for pre-employment testing.]

- a. A driver applicant shall undergo testing for controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.
- b. Tests shall be conducted only after the applicant has received a conditional offer of employment.
- c. In order to be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or greater, or positive results for controlled substances, including medical cannabis, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.

[Note: The federal regulations require school districts to inquire about, obtain, and review alcohol and controlled substances information from prior employers pursuant to a driver's written authorization, prior to the time a driver performs safety-sensitive functions, if feasible. 49 C.F.R. § 382.413 and 49 C.F.R. § 40.25. If not feasible, school districts must not permit the employee to perform safety-sensitive functions for more than thirty (30) days from the date a safety-sensitive function was performed unless the school districts make good faith efforts to obtain the information and to make a record of those efforts to be retained in the driver's qualification file.]

- d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.

2. Post-Accident Testing

[Note: 49 C.F.R. § 382.303 governs post-accident testing of drivers.]

- a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.
- b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.
- c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.
- d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.
- e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.
- f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.

### 3. Random Testing

[Note: 49 C.F.R. § 382.305 governs random testing of drivers.]

- a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.
- b. The school district shall test for alcohol at a minimum annual percentage rate of 25% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.
- c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made.
- d. ~~Drivers shall proceed immediately to the collection site upon notification of selection. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.~~

- e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

#### 4. Reasonable Suspicion Testing

[Note: 49 C.F.R. § 382.307 governs reasonable suspicion testing of drivers.]

- a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty or within four (4) hours before coming on duty. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.
- b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.
- c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.
- d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

[Note: 49 C.F.R. §§ 382.309, 40.23(d), and 40.305 govern return-to-duty testing.]

5. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until undergoing return-to-duty tests indicating an

alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances.

[Note: 49 C.F.R. §§ 382.311, 40.307, and 40.309 govern follow-up testing.]

6. Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.

7. Refusal to Submit and Attendance Consequences

[Note: Consequences for refusals to submit to required drug and alcohol tests are addressed generally in 49 C.F.R. §§ 40.191, 40.261, and 382.211. They are more specifically addressed in 49 C.F.R. §§ 382.501- 382.507 and in 49 U.S.C. § 521(b).]

- a. A driver or driver applicant may refuse to undergo drug and alcohol testing.
- b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 U.S.C. § 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.
- c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.
- d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being reassigned to safety-sensitive functions.
- e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment C to this policy.

## I. Testing Procedures

1. Drug Testing
  - a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.
  - b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.
  - c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense.
  - d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services--SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that there is a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether there is an acceptable medical reason for the positive result. The MRO shall confirm and report a positive test result to the DER and

- the employee when there is no legitimate medical reason for a positive test result as received from the testing laboratory.
- e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.
  - f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:
    1. The donor expressly declines the opportunity to discuss the test results; or
    2. The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER;
    3. The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor with ten (10) days of the date the confirmed test result was received from the laboratory.
2. Alcohol Testing
- a. The federal alcohol test rules require testing to be administered by a BAT using an EBT or a STT using an ASD. EBTs and ASDs can be used for screening test but only EBTs can be used for confirmation tests.
  - b. Any result less than 0.02 alcohol concentration is considered a "negative" test. ~~If the alcohol concentration is 0.02 or greater, a second confirmatory test is required to be performed.~~
  - c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor's inability to provide a breath sample is genuine or constitutes a refusal to test.
  - d. If the screening test results show alcohol concentration of greater than 0.02, a confirmatory test conducted on an EBT will be required within fifteen (15) and thirty (30) minutes after completion of the screening test.
  - e. Alcohol tests are reported directly to the school district's DER.
- J. Driver/Driver Applicant Rights
1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.

2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:
  - a. ~~The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and the employee refuses to meet with the SAP for the purpose of an evaluation for alcohol and/or controlled substances use/abuse and recommendations for an educational/counseling or treatment program;~~
  - b. ~~The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program. fails to enter the recommended program, or fails to successfully complete the program; or~~
  - c. ~~This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result. the employee fails a return to duty test for alcohol or controlled substances following the evaluation or successful completion of the recommended program, or the subsequent unannounced follow up alcohol and controlled substances testing.~~

K. Testing Laboratory

The testing laboratory for controlled substances will be ~~{name, address, telephone number}~~ D & A Testing Services, 829 3<sup>rd</sup> Ave SE #265, Rochester, MN 55904, 507-282-8378, which is a laboratory certified by the Department of Health and Human Services--SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minn. Stat. Ch. 13. Any information concerning the individual's test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

M. Record-keeping Requirements and Retention of Records

1. The school district shall keep and maintain records in accordance with the federal regulations in a secure location with controlled access.

[Note: The federal recordkeeping requirements for school districts are detailed in the federal regulations 49 C.F.R. §§ 382.401 et seq. and 40.331. The DOT publishes a guide to the recordkeeping requirements of mandatory drug and

alcohol testing for persons with a commercial driver's license as part of its Alcohol & Drugs: DOT Compliance Manual.]

2. The required records shall be retained for the following minimum periods:  
Basic records 5 years

“Basic records” includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and scheduled for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

Information obtained from previous employers	3 years
Collection and training records	2 years
Negative and cancelled controlled substances tests	1 year
Alcohol tests with less than 0.02 concentration	1 year
Education and training records	indefinite

“Education and training records” must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform these functions.

#### N. Training

The school district shall designate certain employees to make determinations of reasonable suspicion. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances.

#### O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions.
2. Referral, Evaluation, and Treatment
  - a. A driver who has engaged in prohibited conduct shall be provided a listing of SAP readily available to the driver or applicant and acceptable to the school district.
  - b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.

- c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.
  - d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.
3. Disciplinary Action
- a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
  - b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
  - c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950 through 181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV of this policy.

#### IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

The school district may request or require drug and alcohol testing for other school district personnel, i.e., employees who are not school bus drivers, or job applicants for such positions. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug and alcohol testing as authorized in this policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing. (See Section III of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV of this policy will be applicable to such testing.

A. Circumstances Under Which Drug Or Alcohol Testing May Be Requested or Required:

- 1. General Limitations
  - a. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's

license to undergo drug or alcohol testing, unless the testing is done pursuant to this drug and alcohol testing policy; and is conducted by a testing laboratory which participates in one of the programs listed in Minn. Stat. § 181.953, Subd. 1.

- b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing on an arbitrary and capricious basis.

2. Job Applicant Testing

The school district may request or require any job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing, provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that position. If a job applicant has received a job offer which is contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the event the job offer is subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

3. Random Testing

The school district may request or require ~~only~~ employees in to undergo drug and alcohol testing on a random selection basis only if they are employed in safety-sensitive position.

4. Reasonable Suspicion Testing

The school district may request or require any employee to undergo drug and alcohol testing if the school district has a reasonable suspicion that the employee:

- a. is under the influence of drugs or alcohol;
- b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;
- c. has sustained a personal injury, as that term is defined in Minn. Stat. § 176.011, Subd. 16, or has caused another employee to sustain a personal injury; or
- d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

5. Treatment Program Testing

The school district may request or require any employee to undergo drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo drug

and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

6. Routine Physical Examination Testing

The school district may request or require any employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than once annually and the employee has been given at least two weeks' written notice that a drug or alcohol test may be requested or required as part of the physical examination.

B. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

C. Definitions

1. "Drug" means a controlled substance as defined in Minnesota Statutes, [including medical cannabis, regardless of enrollment in the state registry program.](#)
2. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" mean analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. § 181.953, Subd. 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.
3. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV of this policy and the drivers shall fall within this definition of "other employees."
4. "Job applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III).

5. "Positive test result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minn. Stat. § 181.953, Subd. 1.
  6. "Random selection basis" means a mechanism for selection of employees that:
    - a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and
    - b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.
  7. "Reasonable suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
  8. "Safety-sensitive position" means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.
- D. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and Consequences of Such Refusal
1. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing  
Any employee or job applicant whose position does not require a commercial driver's license has the right to refuse drug and alcohol testing subject to the provisions contained in Paragraphs 2 and 3 of this Section D.
  2. Consequences of an Employee's Refusal to Undergo Drug and Alcohol Testing  
Any employee in a position that does not require a commercial driver's license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.
  3. Consequences of a Job Applicant's Refusal to Undergo Drug and Alcohol Testing  
Any job applicant for a position which does not require a commercial driver's license who refuses to undergo drug and alcohol testing pursuant to the Job Applicant Testing provision of this policy shall not be employed.
- E. Reliability and Fairness Safeguards
1. Pretest Notice  
Before requesting an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, the school district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment D to this policy on which to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing policy.

2. Notice of Test Results  
Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee or job applicant who has undergone drug or alcohol testing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.
3. Notice of and Right to Test Result Report  
Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test.
4. Notice of and Right to Explain Positive Test Result.
  - a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide him or her with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information.
  - b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.
  - c. The employee may present verification of enrollment in the medical cannabis patient registry as part of the employee's explanation.
  - ed. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.
5. Notice of and Right to Request Confirmatory Retests
  - a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide him or her with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.
  - b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. § 181.953, Subd. 1 to conduct the confirmatory retest. The

original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

6. If an employee or job applicant has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform him or her of other rights provided under Sections F. or G., below, whichever is applicable.

[Attachments E and F to this policy provide the Notices described in Paragraphs 2. through 6. of this Section E.](#)

F. Discharge and Discipline of Employees Whose Positions Do Not Require a Commercial Driver's License

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.
2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.
3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:
  - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
  - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
4. Notwithstanding paragraph 1, the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes

that it is reasonably necessary to protect the health or safety of the employee, co-employees, or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.
6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.
7. An employee must be given access to information in his or her personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

G. Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a Commercial Driver's License

If a job applicant has received a job offer made contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

H. Chain-of-Custody Procedures

The school district has established its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;
2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;
3. A sample must be accompanied by a written chain-of-custody record; and
4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

- I. Privacy, Confidentiality and Privilege Safeguards
  1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample tested.
  2. Confidentiality Limitations

With respect to employees and job applicants, test result reports and other information acquired in the drug or alcohol testing process are private data on individuals as that phrase is defined in Minn. Stat. Ch. 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.
  3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding paragraphs 1 and 2, evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minn. Stat. Ch. 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.
  4. Privilege

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee or job applicant tested.
- J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug and alcohol testing policy to all affected employees upon adoption of the policy, to a previously non-affected employee upon transfer to an affected position under the policy, and to a job applicant upon hire and before any testing of the applicant if the job offer is made contingent on the applicant's passing drug and alcohol testing. Affected employees and applicants will acknowledge receipt of this written notice in the form of Attachment G to this policy.

## V. POSTING

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees or job applicants in its personnel office or other suitable locations.

Adopted: May 16, 2001  
Revised: May 8, 2006

Revised:

- Legal References: [Minn. Stat. Ch. 13 \(Minnesota Government Data Practices Act\)](#)  
[Minn. Stat. Ch. 43A \(State Personnel Management\)](#)  
[Minn. Stat. § 152.22 \(Medical Cannabis; Definitions\)](#)  
[Minn. Stat. § 152.23 \(Medical Cannabis; Limitations\)](#)  
[Minn. Stat. § 152.32 \(Protections for Registry Program Participation\)](#)  
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)  
Minn. Stat. § 221.031 (Motor Carrier Rules)  
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)  
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)
- Cross-References: MSBA/MASA Model Policy 403 (Discipline, Suspension and Dismissal of School District Employees)  
MSBA/MASA Model Policy 417 (Chemical Use/Abuse)  
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free Schools)

**-- DRIVER ACKNOWLEDGMENT --**

**DRUG AND ALCOHOL TESTING POLICY AND MATERIALS**

I have received a copy of the Drug and Alcohol Testing Policy of Independent School District No. 857 Lewiston Altura, Minnesota and have read it in its entirety. I understand that I am subject to the provisions of Article III of the policy, entitled Drug and Alcohol Testing for Bus Drivers, because the position involves operating a commercial motor vehicle and requires a commercial driver's license.

The District's policy was provided to me:

\_\_\_\_\_ Upon adoption of the policy. (employee).

\_\_\_\_\_ Upon my hire. (job applicant/new employee).

\_\_\_\_\_ After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug and alcohol testing. (job applicant).

I also received materials concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected.

I have been advised that the Alcohol and Controlled Substances Testing Program Manager is \_\_\_\_\_ and that any questions I may have concerning the Policy should be directed to the Program Manager.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee/Applicant

\_\_\_\_\_  
Typed or Printed Name

**-- BUS DRIVER OR DRIVER APPLICANT --**

**AUTHORIZATION TO RELEASE INFORMATION**

Section I. To be completed by the school district, signed by the bus driver, or driver applicant, and transmitted to the previous employer:

Employee Printed or Typed Name: \_\_\_\_\_

Employee SS or ID Number \_\_\_\_\_

~~I authorize all my previous employers and other contracting entities for whom I worked to provide to Independent School District No. 857, Lewiston, Minnesota, all records and information on any of the following within the two year period preceding this release: I hereby authorize release of information from my Department of Transportation regulated drug and alcohol testing records by my previous employer, listed in Section I-B, to the employer listed in Section I-A. This release is in accordance with DOT Regulation 49 CFR Part 40, Section 40.25. I understand that information to be released in Section II-A by my previous employer, is limited to the following DOT-regulated testing items:~~

- a. ~~my alcohol tests which showed a concentration with a~~ result of 0.04 or greater;
- b. ~~my drug tests which showed a positive test result~~ Verified positive drug tests;
- c. ~~my refusals to take a drug/alcohol test; and/or~~ Refusals to be tested;
- d. ~~referrals to a substance abuse professional.~~ Other violations of DOT agency drug and alcohol testing regulations;
- e. Information obtained from previous employers of a drug and alcohol rule violation;
- f. Documentation, if any, of completion of the return-to-duty process following a rule violation.

~~I release any of my prior employers and other contracting entities and their directors, officers, agents, and employees from all causes of action, claims, or debts which I or my heirs may have as a result of providing this information.~~

~~I realize that if I refuse to execute this release and give Independent School District No. 857 the opportunity to obtain this information, I may not be employed or, if employed, I will not be allowed to perform any safety sensitive functions after fourteen (14) days from the time this information is requested and not provided by my former employers and other contracting entities, and my employment will be terminated.~~

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Section I-A.

School District Name: Winona County Independent School District 857

Address: 100 County Road 25  
Lewiston, MN 55952

Phone #: 507-523-2191 Fax #: 507-523-3460

Designated Employer Representative: \_\_\_\_\_

Section I-B.

Previous Employer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Designated Employer Representative (if known): \_\_\_\_\_

Section II. To be completed by the previous employer and transmitted by mail or fax to the new employer:

Section II-A. In the two years prior to the date of the employee’s signature (in Section I), for DOT-regulated testing:

1. Did the employee have alcohol tests with a result of 0.04 or higher? YES \_\_\_ NO \_\_\_

2. Did the employee have verified positive drug tests? YES \_\_\_ NO \_\_\_

3. Did the employee refuse to be tested? YES \_\_\_ NO \_\_\_

4. Did the employee have other violations of DOT agency drug and alcohol testing regulations? YES \_\_\_ NO \_\_\_

5. Did a previous employer report a drug and alcohol rule violation to you? YES \_\_\_ NO \_\_\_

6. If you answered “yes” to any of the above items, did the employee complete the return-to-duty process? N/A YES \_\_\_ NO \_\_\_

NOTE: If you answered “yes” to item 5, you must provide the previous employer’s report. If you answered “yes” to item 6, you must also transmit the appropriate return-to-duty documentation (e.g., SAP report(s), follow-up testing record).

Section II-B.

Name of person providing information in Section II-A: \_\_\_\_\_

Title: \_\_\_\_\_

Phone #: \_\_\_\_\_

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

~~---BUS DRIVER OR DRIVER APPLICANT---~~

~~DRUG AND ALCOHOL TEST CONSENT,~~

~~RELEASE, AND ACKNOWLEDGMENT~~

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

Time: \_\_\_\_\_

I hereby authorize \_\_\_\_\_  
(hospital or clinic)

~~its physicians, nurses, and technicians, to withdraw specimens of my urine/breath for the purpose of determining the presence of alcohol or of controlled substances therein and to further determine the content thereof. I understand and agree that the result of this test will be disclosed to Independent School District No. 857, Lewiston, Minnesota, and~~

~~hereby release \_\_\_\_\_  
(hospital or clinic)~~

~~and any employees and/or agents thereof from any and all claims or causes of action resulting from the disclosure of these results. I hereby further agree to waive any physician-patient privilege that may otherwise exist with respect to the confidentiality of the results of these tests.~~

~~I further acknowledge that I have had the opportunity to review and read the drug and alcohol testing policy of Independent School District No. 857, and understand that this procedure is in conformance with that policy.~~

~~I am using the following medications: \_\_\_\_\_  
\_\_\_\_\_~~

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Patient/Employee/Applicant

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Supervisor (Optional)

**-- BUS DRIVER OR DRIVER APPLICANT --****REFUSAL TO SUBMIT TO TESTING**

I hereby refuse to submit to drug/alcohol testing by doing the following:

- Failing to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so;
- Failing to remain at the testing site until the testing process is complete;
- Failing to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test;
- Failing to permit the observation or monitoring of any provision of a specimen in the case of a directly observed or monitored collection in a drug test;
- Failing to provide a sufficient breath specimen or sufficient amount of urine when directed and it has been determined that there was no adequate medical explanation for the failure;
- Failing or declining to take a second test as directed;
- Failing to undergo a medical examination or evaluation, as directed by the Medical Review Officer (MRO) or the Designated Employer Representative (DER);
- Failing to cooperate with any part of the testing process (e.g., refusing to empty pockets when so directed by the collector, behaving in a confrontational way that disrupts the collection process, failing to wash hands after being directed to do so by the collector, failing to sign the certification on the form;
- Failing to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process;
- Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process;
- Admitting to the collector or MRO that the driver adulterated or substituted the specimen;  
or
- Having a verified adulterated or substituted test as reported by the MRO.
- Failing to provide adequate breath for testing without a valid medical explanation after I received notice to report for the test; or  
  
Failing to provide adequate urine for a controlled substances test without a valid medical explanation after I received notice to report for the test; or  
  
Engaging in conduct that clearly obstructs the testing process.

[An applicant who fails to appear for a preemployment test, who leaves the testing site before the preemployment testing process commences, or who does not provide a urine specimen because he or she left before it commences, is not deemed to have refused to submit to testing.]

I recognize that this refusal constitutes a presumption of a positive result. I further recognize that if I am an applicant, I will be disqualified from consideration for the conditionally offered

~~position. If I am an employee, I will not be permitted to perform safety-sensitive functions, will be considered insubordinate and subject to disciplinary action, up to and including dismissal, will be evaluated by a substance abuse professional, and will be required to submit to a return-to-duty test prior to being re-assigned to safety-sensitive functions.~~

I recognize that my refusal subjects me to the consequences specified in federal law and regulations. It also constitutes a presumption of a positive result. I further recognize that if I am an applicant, I will be disqualified from consideration for the conditionally-offered position. If I am an employee, I will not be permitted to perform safety-sensitive functions, and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If the school district offers me an opportunity to return to a DOT safety-sensitive function, I understand I will be evaluated by a substance abuse professional, and will be required to submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

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

Time: \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee/Applicant

\_\_\_\_\_  
Supervisor:

\_\_\_\_\_  
Supervisor's Signature

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee refusal to sign

Supervisor's Initials: \_\_\_\_\_

**-- PRETEST NOTICE --**

I the undersigned employee/job applicant of Independent School District No. 857, Lewiston, Minnesota ("School District") do hereby acknowledge that I have been provided a copy of the School District's Drug and Alcohol Testing Policy.

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

\_\_\_\_\_  
Signature of Employee/Job Applicant

\_\_\_\_\_  
Typed or Printed Name

[Employee Name]  
[Employee Address]

RE: Drug and/or Alcohol Test  
[Date of Testing]

### **NOTICE OF TEST RESULTS AND VARIOUS RIGHTS**

Test Results:

Independent School District No. 857, Lewiston, Minnesota has received the test result report from the testing laboratory:

\_\_\_\_\_ Your initial screening test result was negative.

\_\_\_\_\_ Your confirmatory test result was negative.

\_\_\_\_\_ Your confirmatory test result was positive.

Test Result Report:

You have the right to request and receive from the school district a copy of the test result on any drug or alcohol test.

Right to Explain Positive Test Result:

In the case of a positive test result on a confirmatory test, you have the right to explain the results. You may, within three (3) working days after notice of a positive test result on a confirmatory test, submit information to the school district, in addition to any information already submitted, to explain that result. Attached to this Notice is a document entitled "Explanation of Positive Test Result" for this purpose.

Right to Request Confirmatory Retests:

In the case of a positive test result on a confirmatory test, you have the right to request a confirmatory retest of the original sample at your own expense.

Within five (5) working days after notice of the confirmatory test result, you must notify the school district in writing of your intention to obtain a confirmatory retest.

Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that you have requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory

shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against you.

#### Other Rights:

In the case of a positive test result on a confirmatory test, you may have other rights provided under the sections detailed below.

##### A. Employee Discharge and Discipline

1. The school district may not discharge, discipline, discriminate against, request or require rehabilitation of an employee whose position does not require a commercial driver's license on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

2. The school district may not discharge an employee whose position does not require a commercial driver's license for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:
  - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
  - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
3. Notwithstanding paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

4. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire.
  5. An employee must be given access to information in the employee's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.
- B. **Withdrawal of Applicant's Job Offer**
- If a job applicant for a position that does not require a commercial driver's license has received a job offer made contingent on the applicant passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

**EXPLANATION OF POSITIVE TEST RESULT**

I the undersigned employee/job applicant of Independent School District No. 857, Lewiston, Minnesota acknowledge receipt of a Notice of Test Results and Various Rights. This includes my right to explain the positive test result on a confirmatory test.

I am currently taking or have recently taken:

- no over-the-counter or prescription medications; or
- the following over-the-counter or prescription medications:

\_\_\_\_\_

\_\_\_\_\_

I also offer the following information relevant to the reliability of, or explanation for, a positive test result: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Signature of Employee/Job Applicant

\_\_\_\_\_  
Typed or Printed Name

**-- ACKNOWLEDGMENT --**

**DRUG AND ALCOHOL TESTING POLICY**

I have received a copy of the Drug and Alcohol Testing Policy of Independent School District No. 857, Lewiston, Minnesota and have read it in its entirety.

The District's policy was provided to me:

- Upon adoption of the policy. (employee)
- Upon my hire. (job applicant/new employee)
- After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug and alcohol testing. (job applicant)

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee/Applicant

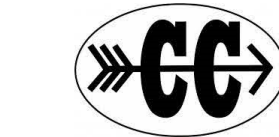
\_\_\_\_\_  
Typed or Printed Name

# LEWISTON/ALTURA HIGH SCHOOL COACHES' AND ADVISORS' HANDBOOK

DRAFT January 11 2021



**Girls Basketball**



**LARP Cross Country**



**Volleyball**



**Boys Basketball**



**DANCE**



**TRACK & FIELD**



**Lewiston-Altura Baseball**



**Lewiston-Altura Softball**



**LARP Golf**

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## **PURPOSE OF THE HANDBOOK**

The purpose of the District 857 Coaches and Advisors Handbook is to develop an awareness of the policies and procedures of the extra-curricular and co-curricular activities.

All coaches and advisors should familiarize themselves with the content of the handbook and carry out their responsibilities to ensure a positive working relationship within the extra-curricular and co-curricular activities program.

We are committed to education, of the complete student and we believe that a well-structured program will be beneficial to all concerned.

## **PHILOSOPHY**

It is the basic educational philosophy of School District 857 to prepare our students to become productive, contributing citizens of our community and society. We believe that a comprehensive program of student activities is vital to the educational development of our students. The extra-curricular and co-curricular programs are a complete extension of this philosophy.

Within this context, it is the purpose of the school's Activities Program to foster and promote:

- A. Appropriate physical, social, intellectual and psychological development.
- B. The ideals of competition, teamwork, and sportsmanship while achieving the twin goals of success and participation.
- C. The development of self-confidence, self-discipline, organization, decision-making skills, and goal orientation.
- D. The concept of an integral relationship between a sound mind and a sound body leading to a lifetime appreciation for physical fitness and good health habits.
- E. A positive feeling of school loyalty and pride which can be shared by all participants, other students, parents, coaches and the community as a whole.
- F. The goal of interscholastic athletics is the development of self-esteem and a healthy self-concept, regardless of the role student's play on a team.
- G. The program is designed to allow for the individuals to participate at their level of readiness and be able to achieve satisfaction and enjoyment. The program shall promote fun, enjoyment, and opportunities for all students, and a strong emphasis on building of skills at all levels.

## **PROGRAM DESIGN**

The following guidelines were developed to help students, parents, and coaches understand the objectives and guidelines of participation in athletic activities at each grade level.

### **A. Grade 7 & 8 Participation**

1. Equal participation for equal effort.
2. Emphasis is on the fundamentals.
3. No cutting of interested players.
4. Team play is learned.

### **B. Grade 9 Teams**

1. The program design at grade 9 will lend itself to interscholastic competition.
2. A major focus on participation will continue but equal playing time may or may not occur due to the type of positions played, number of players at that position and situational conditions.
3. The program will be designed to allow for individual differences in growth patterns. Each coach should be looking for the potential in each athlete.
4. The continued emphasis on skill development will be stressed with an introduction of more defined team concepts in all aspects of play.
5. This grade level indicates a need for coaches to communicate with athletes regarding areas for improvement and the possibility of other opportunities in the activities program.
6. The program design calls for a balance between participation and winning. The program will allow each athlete the opportunity to participate in practice and scheduled contests.
7. No cutting of interested players.

### **C. Junior Varsity Play**

1. The program design in Junior Varsity will lend itself to interscholastic competition.
2. A major focus will be on competing to win but all considerations will be taken to play everyone that put forth 100 percent effort and dedication.
3. The program will be designed to allow for individual differences in growth patterns. Each coach should be looking for the potential in each athlete and help student to assume a role on the team.
4. The continued emphasis on skill development will be stressed with an introduction of more defined team concepts in all aspects of play.
5. This grade level indicates a need for coaches to communicate with athletes regarding areas for improvement.
6. No cutting of interested, participating players

#### D. Varsity Play

1. Varsity competition lends itself to an emphasis on winning. Although winning is a point of emphasis, the program should never promote winning at the expense of the rules governing play, good sportsmanship, or the welfare of the team.
2. Recognition of performance will be judged on the basis of improvement shown during the entire season.
3. Individuals should be making maximum contributions within the limits of their abilities.
4. The program continues to lend itself to participation through the establishment of well-designed junior varsity competition.
5. Our major focus continues on the teaching of basic fundamentals to further develop the skill level of each participant.
6. Tryouts will be allowed. The maximum number of participants allowed by the MSHSL rules during tournament time may determine the number of students that a coach will select. It is permissible for a coach to keep more than the maximum number during the regular season if that coach chooses to. If a student is not selected in a tryout at the beginning of the season the student will be reimbursed that season's sports fee. If a varsity coach chooses to reduce the team's roster the following will occur:
  - a. Tryout date(s) will be set by the varsity coach. Information making students aware of the tryouts needs to be posted.
  - b. Tryout information will be handed out and discussed at the preseason coach's/parent's meeting.
  - c. Tryout information will include an outline of the sport-specific skills to be observed and the grading manner that will be utilized.
  - d. Students that do not make the team will be notified privately. Students may request a meeting with the coach to get reasons why they did not make the team.

All coaches have the right to remove a student from the team if the student's attitude and actions are detrimental to the team.

### **PROFESSIONAL AND PERSONAL RELATIONSHIPS**

#### Expectations of a Lewiston-Altura Coach

- A. Cooperates with the Director of Activities and building principal in regard to submitting participant lists, bus times, parent permission, and MSHSL health eligibility and health questionnaire, physical forms, year-end reports, program information relative to said sport, and coaching plan (goals) prior to the season.
- B. Follows policy in the activities handbook and meets all criteria as outlined in the job description.
- C. Provides training rules to team members in writing and follows due process procedures in dealing with infractions.

- D. Develops rapport within the activity staff, with other teachers, advisors, and administrators.
- E. Is appropriately dressed at practice and contests.
- F. Actively participates in in-service meetings and other activities to improve coaching/advising performance. Attends meetings necessary to the welfare of the Activities department.
- G. Develops sound public relations. Cooperates with media, booster clubs, parents and spectators.
- H. Understands and follows rules and regulations set forth by the Minnesota State High School League, School Board and Three Rivers Conference.
- I. Participates in the various awards programs, pep assemblies and letters to colleges regarding players.
- J. Maintains suitable sideline/bench conduct at contests toward players, officials, workers, and spectators.
- K. Supports school and district policies.
- L. Promotes all activities in the extra-curricular program attempting to bolster positive school spirit.
- M. Cooperates and communicates with parents during the entire year.
- N. Works to develop positive activities for youth in the community.
- O. Counsels students regarding activity, academic and personal concerns. Seeks additional assistance as may be needed or required.
- P. Anticipates problem areas and plans accordingly to facilitate administration of said activity.
- Q. Turns all end of year information that is needed to process for appropriate awards and certificates in to the Activities Director eight (8) days before awards and certificates are needed.

## **COACHING PERFORMANCE**

### Expectations of a Lewiston-Altura Coach

- A. Develops respect by example in appearance, manners, behavior, language and conduct during practice and contests.
- B. Provides proper supervision and administration of contest sites, practice sites, locker rooms, and team bus at both home and away settings.
- C. Is well versed and knowledgeable in matters pertaining to the activity.
- D. Establishes positive individual participant, team discipline and control.
- E. Develops a well-organized practice schedule, which utilizes any support staff (assistants, managers, trainer, etc.) to maximum potential.
- F. Establishes the fundamental philosophy, skills, and techniques to be taught by the staff.
- G. Holds periodic staff meetings to implement said philosophy, skills, and techniques.
- H. Works to develop integrity within the coaching staff and with fellow coaches and advisors.
- I. Is fair and understanding with team members, yet supports necessary rules and

- regulations.
- J. Is innovative in introducing new techniques and ideas to already proven methodologies.
  - K. Is prompt in meeting the team for practice and contests.
  - L. Shows an interest in participants as young adults in off-season activities and classroom efforts.
  - M. Provides and promotes leadership and attitudes that produce positive efforts by participants.
  - N. Knows the appropriate medical aspects of coaching the sport.
  - O. Delegates authority while maintaining accountability.
  - P. Is receptive to suggestions to improve the program
  - Q. Motivates students in a positive manner, emphasizing the value of competition, acceptable personal behavior, values and decision-making to each individual.
  - R. Utilizes technology (videotape, etc.) and provides instruction on proper care and use of same.
  - S. Utilizes practice time for both individual and team development.
  - T. Strives to bring individuals together to function as a team (where appropriate).

## **RELATED COACHING RESPONSIBILITIES**

### Expectations of a Lewiston-Altura Coach

- A. Demonstrates concern about the care, issuance, collection, inventory, repair, and storage of equipment.
- B. Is cooperative in the preparation of scheduling and officiating.
- C. Is cooperative in sharing facilities.
- D. Shows self-control and poise in areas relating to coaching responsibilities.
- E. Displays enthusiasm and exhibits an interest in coaching and advising.
- F. Keeps Director of Activities and/or Principal informed about unusual events or situations.
- G. Is cooperative in helping service clubs, booster clubs, municipal agencies and other organizations with projects, which relate to the activities program.

## **OBJECTIVES FOR COACHES**

- A. To realize their responsibility to the total school program adhering to the objectives as stated by the total faculty.
- B. To recognize coaching as teaching in its truest form.
- C. To recognize winning as being important, but never at the expense of our total program, or the welfare of our student participants.
- D. To work towards a goal of improvement from the standpoint of the individual and the team during the course of the season.
- E. To give careful consideration to the physical condition of our participants at all times, including following up on injured students.
- F. To deal fairly with each student participants and be responsive to individual needs and concerns.

- G. To provide opportunities for each student participant to actively participate in practice sessions, whenever possible in game situations, and to strive for additional opportunities to participate through scrimmages, etc.
- H. To conduct oneself in the highest professional manner.
- I. To provide, through association, a positive role model for students.
- J. To recognize loyalty as a very important ingredient in the success of any program, and to be loyal to fellow coaches, teachers, the school, and the community.
- K. To recognize all programs as developmental activities for the individual and the team concept as well.
- L. Head coaches are responsible for the organization and implementation of their program at all levels.
- M. Regular meetings with assistants within your program are strongly recommended. It is important that head coaches and advisors, and their assistants work closely together sharing input and responsibilities. It is vital that the lines of communication be left open among all staff. This can be an important ingredient in solving problems.

### **PRE-SEASON**

Make certain that each MSHSL participant has the following information on file in the Activities Director's office **prior to participating in practice:**

- A. A signed form that the participant has had a physical exam within the last 3 years. The form must be signed by a physician and is valid for 3 years from the date of the physical.
- B. A Minnesota State High School League eligibility/Parent Permit form, **signed by a parent or guardian and the athlete.**
- C. Any rules or regulations that a coach or advisor may impose beyond the MSHSL rules and regulations. Coaches must make sure that all participants in their program clearly understand any special rules that a coach establishes for his/her program. A copy of any special rules must be given to the Principal and the Activities Director for prior approval before implementation in any sports program.
- D. Head coaches or Advisors should inform the Director of Activities of all special site or facility needs including field markings, court markings, etc., at least two weeks in advance of first practice.
- E. Head coaches should meet with the Director before the first practice on all transportation needs for the squad during the season. This includes games, scrimmages, special trips, etc. Also, departure time should be decided during this time.
- F. Head coaches and the Director should meet before the season to determine needs and make all preparations for the season.
- G. Coaches are to have the emergency Medical Authorization Form for each participant available during practices and games and a copy is to be given to the high school secretary.

## **ROSTERS**

Turn in final rosters to the Activities Director, of the participants competing in your activity, before the first week of practice is complete so that eligibility lists can be compiled and the payment of sports fees can be monitored. ***Be sure to make prompt notifications of participants that are to be added to these lists or those that are to be dropped from these rosters.***

## **PARTICIPATION FEES**

- A. Participation fees are to be paid prior to competing in any interscholastic game excluding scrimmages. If there are extenuating circumstances involved, the Principal may waive this requirement.
- B. The Participation fee for the following activities will be \$75 per season for grades 7 through 12. Football, Volleyball, Basketball, Wrestling, Cross Country, Golf, Track, Softball, and Dance Line. The maximum sports fee per family will be \$250. These fees may be paid anytime prior to the first event participation and should be paid to the office. The office personnel will issue a receipt to verify payment.
- C. There will be no charge for the following activities: Band, Choir, FFA, FCCLA, Junior High Play, Knowledge Bowl, Musical, National Honor Society, One Act Play, Play 9-12, School Yearbook, Speech and Student Council.
- D. No student will be denied an opportunity to compete in activities because of financial hardship. Those students on free or reduced lunches may have their sports fee obligation waived.

## **FUNDRAISING**

All fund-raisers must have the permission of the Building Principal and Superintendent. A request must go to the superintendent for the final approval of any fund raising project. The appropriate form can be found on the Lewiston-Altura district website and must be submitted to the office or activities director. This permission also includes approaching the Booster Club. No fund-raising activity may begin without final approval.

## **CORRESPONDENCE**

A copy of any Letter to be sent home should be given to the AD or Principal for Review.

## **EVALUATION OF A SPORT**

All head coaches and advisors will be evaluated at the end of each athletic season by the activities director and high school principal. In return, all head coaches along with the Activities Director will evaluate those coaches (J.V., B-squad, and C-squad coaches) working with them. Furthermore, all coaches will submit to the activities director, completed inventory, team statistics, a list of supplies, equipment, and any additional requests needed for the following year.

## **CODE OF ETHICS**

Minnesota State High School Coaches Association  
As a Professional Educator:

### **A. I WILL**

1. Strive to develop in each athlete the qualities of leadership, initiative, and good judgment.
2. Respect the integrity and personality of the individual athletes.
3. Encourage the integrity and personality of the individual athletes.
4. Seek to inculcate good health habits including the establishment of sound training rules.
5. Fulfill responsibilities to provide health services and an environment free of safety hazards.
6. Exemplify the highest moral character, behavior, and leadership.
7. Promote ethical relationships among coaches.
8. Encourage a respect for all athletes and their values.
9. Abide by the rules of the game in letter and spirit.
10. Respect the integrity and judgment of sports officials.
11. Display modesty in victory and graciousness in defeat.
12. Demonstrate a mastery of, and continuing interest in, coaching principles and techniques through professional improvement.

### **B. I WILL NOT**

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

### **C. Minnesota State High School League**

1. All required MSHSL materials relating to student activities are available in the activities office and on the MSHSL web site.
2. No student participant will be allowed in practice until the participant meets all necessary requirements of the MSHSL.
3. All regulations of the MSHSL are available in the Director of Activities office. All head coaches are responsible for communicating information to the assistant.

## **NIGHT, WEEKEND, and MORNING PRACTICE**

- A. All evening practices must conclude at 9:30 p.m. with all students out of the building by 9:45 p.m.
- B. No games or practices may be held on Sundays.
- C. Wednesday practices are to be done by 6:00 PM to enable students to participate in church related activities.
- D. Saturday practices may be scheduled sparingly.
- E. Morning practices before school may be scheduled after a discussion with the activities director.
- F. All practices must be scheduled in advance through the Activity Director.

## **PARENT MEETING**

Coaches and advisors at all levels shall communicate clearly by verbal or written communication to athletes and parents the following information.

- A. Introduction of assistants.
- B. Squad selection process.
- C. Objectives of participation.
- D. Attendance requirements.
- E. Lettering requirements.
- F. MSHSL general rules, non-school competitions and training rules, and mood altering chemical rules.
- G. District 857 policies.
- H. Risk in sport and insurance waiver.
- I. Season schedule.
- J. Practice schedule, weather cancellation procedure.
- K. Complaint procedure.
- L. Informed consent materials.
- M. Local arrangements for lodging during inclement weather.

## **PRACTICE SCHEDULES**

- A. Practice schedules will be drawn up by the varsity coaches or advisors and the Activities Director.
- B. When practices are held in the gymnasium prior to an evening athletic contest, the practice session must be completed with all equipment vacated 30 minutes prior to any start.

## **BUDGET**

- A. The formation of, and adherence to, a budget is one of the main responsibilities of the Director of Activities. In most cases, no matter what method of finance is utilized, the Director is required to submit an itemized list of materials and services that will be required and their cost.
- B. The School District provides the major financial support for the activities program, which indicates that they believe athletics are equal in value to other phases of our educational program. If the program is well organized, diversified, and includes as many students as possible, the activities plan will be accepted by the community.
- C. The Director of Activities will submit the proposed budget to the administration.
- D. During budget developing time, the head coach will study the inventory with the Director of Activities.
- E. The head coach will then determine the sport's needs for the next season. All desired equipment and supplies are to be included in the coach's budget to be submitted to the Activities Director at the end of the conference season. Be sure

to include the following information:

1. Number of item needed.
  2. Size.
  3. Item.
  4. Manufacturer.
  5. Catalog number.
  6. Price.
- F. Annual budget procedures
1. Varsity Coaches submit budget requests for their sports to the Director of Activities.
  2. Director of Activities, after review, submits total activities budget request to the building principal.
  3. Send out bid sheets to sporting good dealers. This will be done by the Director of Activities.
  4. The Director of Athletics will submit purchase requisitions to the high school principal.

## **INJURIES**

- A. Any coach or advisor in charge of a given activity should take care of the injured participant to the best of that coach's ability for all participants who are injured during the activity and refer those persons to the proper medical attention.
- B. Local ambulance service will be at all varsity football games.
- C. The coach in charge of the activity must take the responsibility that a first aid kit will be available at all practice sessions and contests at all schools.
- D. Local ambulance service will be used to transport all injured athletes facing life-threatening situations to the hospital. (Call 911 immediately)
- E. Procedures to follow when a student is injured:
  1. Notify the parents of the injured immediately.
    - a. Parents should assume the responsibility of contacting the family physician for any injury.
    - b. Less serious injuries-have parents provide transportation for necessary medical attention.
    - c. In more serious injuries, not life threatening, get permission from parents to use the ambulance service.
  2. If parents are not available, use the following procedure:
    - a. Member of coaching staff accompanies the athlete to seek the necessary medical attention.
    - b. Serious injuries-call ambulance immediately.
  3. In both of the above-mentioned cases, continue to call parents to advise them of the situation.
  4. Handling athletic injuries
    - a. Make an immediate injury assessment to try to determine the severity of the injury and whether emergency help is needed.
    - b. If the injury is serious enough to require further medical assistance, the coach who is best qualified in first aid techniques should stay with the

- victim. Another coach or student should then be sent for help.
- c. Immediately notify a school administrator. If an administrator is not available, telephone 911 for ambulance assistance if the injury assessment calls for immediate medical assistance beyond what you are capable of providing. If the Principal, Activities Director, or Superintendent have not already been contacted, they should be called.
  - d. Please be aware of attempting to do more than you are qualified to do in the area of first aid treatment.
  - e. It is a good policy to have a list of parent's telephone numbers in the first aid kit to have available in an emergency.
  - f. Know where a working telephone is located.
  - g. A member of the coaching staff, designated by the Head Coach at the beginning of the season, should go to the hospital or doctor's office whenever possible, unless parents transport the athlete.
  - h. Notify parents of all noticeable injuries, illnesses, infections, and document communication. The parents should always make contact with the family physician.
  - i. When there is any question as to the seriousness or nature of injury, seek professional medical help immediately.
  - j. For all injuries that occur during any away game that would require professional medical help, the coach should do the following:
    - (1) Contact the parents.
    - (2) Secure the name and address of the attending physician.
    - (3) Secure the name and address of the hospital, if any is involved.
  - l. All coaches shall complete an injury report form on each student athlete injured during practice or during an athletic contest immediately following the injury. This form will be given to the Director of Activities.
  - m. Coaches should to contact the parents, regardless of the seriousness of the injury. Follow-up by the coach is mandatory.
  - n. The telephone numbers of the ambulance, police department, hospital and the local physicians must be posted above all telephones located nearest to the areas of activity.

## **INJURY INSURANCE PROTECTION**

**All athletes participating in the interscholastic athletic program in School District 857 must have insurance to cover injuries that might occur.** The athlete must be protected by family policies or through the Student Insurance Program. All athletes must have on file in the athletic office the insurance waiver form before participation in a practice session or game.

## **MAINTENANCE OF FACILITIES AND GROUNDS**

- A. All coaches are responsible for the care and maintenance of all athletic facilities including:
  1. Offices provided for coaches.
  2. Locker room areas.

3. Practice fields, courts, and rooms provided for practice sessions and squad meetings.
  4. Training rooms.
  5. Equipment rooms.
  6. Outdoor athletic fields, etc.
- B. All breakdowns and problems related to facility should be reported to the Director of Activities immediately.
  - C. The Director of Activities will be responsible to have necessary maintenance staff available, or on call, if we would experience an emergency breakdown of facilities during a scheduled interscholastic contest.
  - D. All other breakdowns should be reported immediately to the Director so arrangements can be made for repair.
  - E. Preseason "Work Orders" should be submitted to the Director of Activities before the start of each season for improvement of all facilities to be used. This form should be in writing and discussed with the Director, who in turn, will submit it to the Principal.
  - F. Our entire coaching staff will cooperate fully with the maintenance staff, recognizing that ultimate building and grounds maintenance responsibility rests with the custodial and maintenance staff.

### **LOCKER ROOM POLICIES**

- A. At least one coach or teacher will be in the immediate vicinity of the locker room area at all times. Responsibility includes supervision and complete charge of this area. Coaches and teachers should demand a tidy locker room and the best conduct of our participants at all times.
- B. A tidy locker room will require each teacher-coach to teach all students to keep lockers neat and to take care of all school district as well as personal equipment. This is an essential part of a student's training.
- C. Insist that all students lock their lockers at all times when away from the locker room.
- D. Coaches-teachers are responsible for bulletin board material. Make certain all boards are meaningful and attractive.
- E. Clean speech is mandatory! No profanity, no loud or boisterous talking, and no scuffling is permitted at any time.
- F. Property and equipment must be respected - Do not mark, deface, or damage school property.
- G. Custodial staff will not open locker rooms under any circumstance, unless a coach is present to supervise activity.
- H. All locker rooms being used by visiting teams must be available at 6:00 p.m.
- I. The locker room is a focal point in athletics. It is very important that safety precautions and health measures are adhered to for the protection of students and coaches alike. Food and drink beverages are not allowed in the locker room. This needs to be enforced uniformly and not randomly by a few coaches while others look the other way.

- J. The coach or advisor will be the last one out of the locker room and should check to see that all players pick up any towels, equipment or other materials that were left on the floor. Check to see that lights are turned out and that the locker room is locked before leaving the locker room

## **INVENTORIES**

Each coach or advisor should inventory his/her equipment and have it in storage within two weeks of the completion of his/her activity season. A copy of this inventory will be given to the Activities Director during the end-of-the-season conference.

## **EQUIPMENT**

- A. All equipment and supplies will be issued by the head coach and designated manager.
- B. The head coach will be responsible to see that all equipment is numbered when received by the department at the start of the season.
- C. Failure to return the equipment by a student participant will result in charges being levied at replacement cost prices.
- D. The head coach or advisor must inform the Director of Activities of all equipment not returned within the end of the season inventory report.
- E. All participants receiving equipment will be responsible for the equipment issued.
- F. The head coach or advisor is responsible or the staff, to record the number of each article of equipment on the student record card. A duplicate record shall be completed and given to the Director of Activities.
- G. At the end of the season, when equipment is returned, each item must be checked against the player's equipment card by the head coach.
- H. The head coaches are responsible for the efficient management of equipment and supply rooms.
- I. Equipment is to be stored in the proper storage areas in a neat fashion.
- J. No school uniform or practice gear should be worn by a participant except at official practice sessions, scheduled contests, or game days at school.

## **EQUIPMENT ROOMS**

Program objectives:

- A. Keep the storage areas for equipment locked at all times. Only coaches and physical education instructors should be in these areas unsupervised.
- B. Coaches should take pride in the appearance and condition of these equipment rooms. Coaches will assist in the task of keeping these rooms clean and neat during the entire year and not just at the beginning and end of their respective sports season. This will also apply to the "coaches room". We ask students to take pride in their work, so let's lead by example.

## **PURCHASING OF EQUIPMENT**

All purchasing must be done through the Athletic Director. All effort will be made to get the best equipment for the price. **Remember:** The office is insisting that any emergency

purchases must have a purchase order number. These may be obtained from the business office.

### **SUPERVISION OF WORKOUTS**

Participants during the season shall not work out on school property without direct supervision of a coach. For liability reasons a coach must be in the area.

### **TEAM CONDUCT**

All coaches/advisors should try and make sure that their participants conduct themselves in a positive manner home and away. Each coach/advisor should have some type of procedure that is set up to handle all types of disciplinary problems. This should be explained to the students verbally and in writing, at the start of each season.

### **NEWS MEDIA – PUBLICITY**

- A. All coaches and advisors should make available to the press statistical information after each interscholastic contest.
- B. Coaches and advisors should call in all scores to local media and area news media requesting our score.
- C. News releases will be issued by Activities Department to promote interest in the interscholastic programs at Lewiston-Altura High School as appropriate.
- D. Meetings shall be conducted with the news media (radio - newspaper) prior to the opening of school each year to work out arrangements for the coming year.
- E. Coaches should be very guarded in all comments to the news media. Comments should be positive.

### **SCHEDULING**

- A. All interscholastic schedules are drawn by the Three Rivers Conference. All non-conference scheduling will be scheduled around the Three Rivers established dates.
- B. All non-conference contests, within the limits of the MSHSL regulations, will be made on the recommendations of the Head Coach or advisors in a given activity.
- C. The Activities Director is responsible for scheduling, but does appreciate recommendations from coaches.
- D. Special consideration will be given to the following factors in scheduling non-conference contests, special meets, etc.:
  - 1. Distance traveled.
  - 2. Size of school.
  - 3. Cost of event.
  - 4. Established patterns of scheduling.
- E. Postponements - Any time there is to be a postponement or cancellation, the following procedure should be used:
  - 1. A conference between the principal and Director of Activities should determine if the contest or meet should be held.

2. All rescheduling of athletic events, postponed or canceled, must be made by the Director of Activities.

### **SCHOOL CANCELLATION OR EARLY DISMISSAL**

- A. All practices and contests are automatically postponed.
- B. On days involving MSHSL events, the following procedures will be followed:
  1. The Section or MSHSL will be contacted and informed of our situation.
  2. If the contest at this level is not being postponed, an administrative decision will be made concerning our involvement in the event.
  3. All weather and road conditions will be reviewed and will be the basis of a decision.

### **TRANSPORTATION TO AND FROM SCHOOL SPONSORED EVENTS**

Students participating in a school-sponsored event must ride to and from that activity in a school owned vehicle. The coach or director of the activity, the principal, or the superintendent may grant exceptions for students wishing to ride home with a parent. A signed note from the parent is necessary for permission to be granted, and the parent must see the coach or director of the activity to notify the coach/director that the parent is present to take the student.

At least one coach or supervisor is required to travel to and from all athletic contests with the team. Exceptional situations must have the approval of the AD or Principal.

### **ELIGIBILITY LISTS**

It is the responsibility of the AD and Principal to update eligibility lists and send them to the coaches. Coaches are to monitor the eligibility lists and make the appropriate adjustments.

### **ACADEMIC ELIGIBILITY**

Students must be earning passing grades to be eligible to compete or perform in school extra curricular activities. Students are allowed to practice while being ineligible for academic reasons.

### **SUPERVISION**

The coach must supervise his/her athletes at all times. If he/she is to be gone on a date when a practice or event is to be held, he/she must make arrangements with the Athletic Director and Principal to cover his/her responsibilities. It is also required for the coaches/supervisors on arriving home from an event to have at least one supervisor/coach stay and supervise until the last child has gone. This does not apply if there is another contest going on in the building and a child chooses to stay and watch that contest/game. It is also reasonable for a supervisor/coach to assume that a child will be picked up in a timely manner. If a child repeatedly causes a supervisor/ coach to wait unduly, steps may be taken to have that child only play in home events.

## **OUT OF TOWN TRIPS**

- A. Participants should be neatly dressed and coaches should monitor the clothes of the athlete.
- B. Check the locker room or facility that you use prior to your participants using the facility to assess any damage that may exist prior to your use. Be the last one to depart the room at the end of the event and once again do an assessment of conditions to determine if anything was damaged. Leave the room as clean or cleaner than when you first entered it.
- C. Check the bus you are using before your participants board it and be sure to check the interior prior to leaving the bus. It is not the bus driver's job to clean up a mess made by participants using the bus for a trip.

## **CLINICS**

All extra curricular activities coaches, directors, and advisors may attend clinics in the activity they coach, direct, or advise. Each activity may be allocated up to \$300 for clinic expenses except for football, volleyball, boys' basketball, and girls' basketball, which will be allotted up to \$400 for clinic expenses. Each activity will be granted two professional days to be used throughout the program. Requests to attend clinics must be submitted to the employee's building principal. Upon the principal's approval of hiring a substitute, the building principal will forward the request to the High School Staff Development Committee for approval of the financial request. If a substitute is hired, the funds will be taken from the High School Staff Development budget.

## **REIMBURSEMENT**

Receipts are to be provided whenever reimbursement is requested. Forms are available from the office for this procedure. All requests must receive administrative pre-approval.

## **RECORDS**

Season records, statistics, and special awards are to be turned into the Activities Director and to the supervisor of the school annual by coaches and advisors upon completion of his/her season. Please make this information easy to understand and neatly compiled.

## **PARENTS NIGHTS**

Coaches are to have parents' nights for their sports. A form letter should be used to notify parents of this special night. Coaches should develop scripts for introductions.

## **COACHES LETTERING POLICIES**

- A. Coaches may establish their own lettering policy. However, a copy of this policy must be provided to the Activities Director for approval.
- B. A copy of the coaches lettering policy must be on file in the Athletic Director's office.
- C. All participants will receive a copy of the policies prior to the beginning of the season.
- D. Examples of lettering policies that may be used: Athletic Awards Policy
  1. Varsity Letter Requirements: The varsity award shall be presented to an

athlete who satisfied the participation requirements as listed below, completes all team obligations, and receives the recommendation of the coach. (The coach may recommend a waiver of these requirements under an unusual circumstance.)

a. Specific sport requirements

- (1) Baseball/softball:
  - a) Play in one half of all innings played.
  - b) Pinch hit or pinch run in three-fourths of the games played.
  - c) Pitch in four starts or six game appearances.
- (2) Basketball: (boys/girls) participate in fifty percent of regular season games.
- (3) Cheerleaders: meet ninety percent of contest and practice requirements.
- (4) Cross Country: (boys/girls) place seventh or better in one-half of the dual meets or in the top 10 in conference meet or top 15 in regional or state.
- (5) Football: participate in fifty percent of quarters played or play a specialist position, e.g., punter, kick-off squad, return man, extra-punt kicker in fifty percent of regular season contests.
- (6) Golf: (boys/girls) participate on the varsity team in at least fifty percent of the matches.
- (7) Track: (boys/girls)
  - a) Earn a total of 20 points.
  - b) One participation point for finishing in top four in a meet plus actual points won in a meet. Points will be tripled in large meets with eight or more teams.
- (8) Volleyball: participation in fifty percent of scheduled games.
- (9) Wrestling: participation in fifty percent of matches or earn 50 wrestling points: fall-6; technical fall-5; decision-3,4.
  - a) Season is defined as that period of time from the first practice to the awards program.
  - b) Manager's award will parallel the regular awards system if they manage for the entire season.
  - c) Statistician award: Satisfactorily compile statistics for the entire season.

b. Criteria That Pertain to All Sports

- (1) An athlete who moves from one level of competition to another will letter at the level of the highest competition provided the athlete has met combined requirements.
- (2) A coach will have the prerogative to letter a senior who has not met the seasonal requirements for lettering.
- (3) Injury Rule: Any athlete who is a starter or plays regularly and was thereafter injured may be awarded a letter, if in the coach's judgment; he would have met the lettering requirements.

- (4) In a sport where state tournament play is sponsored, athletes may letter if they have become a starter and play 75% percent of the quarters, innings, matches, or score team points in individual competition in tournament play regardless of other lettering criteria.
  - (5) Complete the season in good standing with the school and coach.
- c. Varsity awards
    - (1) 1<sup>st</sup>-year award: Chenille award letter with gold pin with insert signifying the sport and certificate. (Note: Should the athlete letter in another sport, he/she will not receive a second chenille letter.)
    - (2) A service bar is given the second and each succeeding time an athlete serves as a captain in a varsity sport.
    - (3) A captain insert is awarded each time an athlete serves as a captain in a varsity sport.
    - (4) A non-letter certificate or participation certificate is awarded to each participant in a sport who does not qualify for a letter award.
    - (5) A senior letter award is given to each senior that has lettered in a varsity sport during his/her career.
  - d. Non-letter awards: All members of a varsity athletic squad who successfully complete an athletic season for a particular sport, but who have not earned ample points for a varsity letter, are to be awarded a varsity participation certificate.
  - e. Senior Award: All senior athletes will receive a senior athletic award certificate showing the varsity letter he or she has earned during their career at Lewiston Altura high School.
  - f. Lewiston-Altura High School Outstanding Student Athlete Award
    - (1) Any student who meets the following criteria will receive this award.
      - a) Senior,
      - b) High School Grade Point Average of 3.0 or higher,
      - c) Earned 4 letters in at least 2 sport,
      - d) Named All Conference in at least on sport,
      - e) Had no Hhgh School League Rule Violations, and
      - f) Demonstrated outstanding leadership and citizenship.

## **AWARDS BANQUETS**

Head coaches are responsible for organizing awards banquets for their athletes. They set up the format for such a function and submit it to the Activities Director. Again, a form letter to notify parents should be sent out to all parents by the coaches to all parents.

- A. Each coach is responsible for determining awards received by athletes in his/her program. The criteria for these awards should be pre-determined in advance of the season. A copy of these criteria should be filed with the Athletic Director.
- B. The school has a policy for special awards that limit the amount spent for an individual award to \$20. The total amount spent per sport per season may not exceed \$150. The awards cost will come out of the activities supply budget
- C. Awards such as chenille letters, letter award certificates, participation certificates, and metal inserts are available through the Activities Director.

## **PARENT PASSES**

Passes are available for purchase at the high school office.

## **STATE TOURNAMENT ATTENDANCE**

Head Coaches and Assistants will be able to observe the state tournament in their sport. The Head Coach will be able to use one professional day; Assistant Coaches will be able to use personal leave. The school will not reimburse for room, board, or transportation.

## **TOURNAMENT MEALS AND LODGING**

- A. No lodging expense will be provided below the state level of competition unless cleared by the Superintendent in advance.
- B. Meals will be provided at the state level of competition. The rate of \$30 for each day of competition.

## **FACILITIES**

- A. Suggestions for improvement of facilities should be made in writing to the Director of Activities. These recommendations will be discussed with the coach or taken before the Council Coaches and then submitted to the building principal.
- B. The Director to the building principal before each sport season will submit Work orders. Coaches and advisors should turn their requests in to the Director at least one month before the opening of the sport season.
  - 1. Activities assigned to practice and game facilities involving the elementary building will secure all necessary keys from the building principal.
- C. Keys will be issued each coach at the start of the sport season for the athletic facilities, and should be returned to the Director of Activities at the conclusion of the school year.
- D. "Open gym time" requests are to be scheduled through Community Ed
- E. Weight Room
  - 1. Program Objectives:
    - a. To properly utilize a weight training facility in the best interest of all students.
    - b. To provide adequate coaching technique in weight training.
    - c. To provide program alternatives for achieving specific results.
    - d. To insure that the proper safety measures is being employed during all training sessions.
    - e. To provide responsibility in the proper care of equipment.
    - f. To allow for weight training consultation for all athletic squads and physical education instructors.
    - g. To make available opportunities for students to enjoy the benefits derived from a sound weight-training program on a year-round basis.
    - h. To attempt to reduce sport connected injuries through well-developed conditioning.
    - i. To present a program for self-improvement that is open to all students

regardless of athletic affiliation.

2. Weight Room Rules:
  - a. Shirt and shoes are required at all times.
  - b. NOBODY in the weight room alone.
  - c. All students must be under the supervision or instructor
  - d. Lifters must work with a partner.
  - e. Replace all weights on racks immediately following use. Know your limits!!! Work with the instructor in determining your limits
  - f. Do the lifts CORRECTLY. It is better to use lighter weights for correct lifting than heavier weights and run the risk of injury.
  - g. Warm-up with proper stretching exercises.
  - h. Remember strength training is not only a supplement to other athletic programs, but also a highly skilled activity itself.
- F. Gymnasium - All students are requested to stay off the gymnasium floor with any type of street shoes. This rule must be enforced by all physical education teachers and activities coaches. Exceptions will be assemblies and dances.
- G. Use of facilities - Request for use of school facilities by outside groups must be made through the office of the Director of Activities.
- H. All athletic facilities will be scheduled on request of the coach by the Director.
  1. A facilities schedule will be kept by the Director.
  2. Head coaches and advisors in each sport season will meet with the Director prior to the season for the purpose of scheduling facilities.
- I. The Director of Activities is responsible to schedule the use of district facilities by district-associated groups, non-district associated groups, and other community groups in cooperation with building designees. This responsibility includes activities outside the regular school days.
- J. Recognizing the demand for usage of specialized athletic facilities, the following priority list has been established.
  1. District student associated groups.
    - a. Scheduled academic activities.
    - b. Scheduled activities contests and performances.
    - c. Scheduled athletic practices.
    - d. Scheduled school related activities and recognized school groups.
  2. District associated adult groups.
    - a. Scheduled Community Education activities
    - b. Athletic boosters, band boosters, PTA's, etc.
  3. Non-district student groups with reciprocal agreements.
  4. District employee associated groups
    - a. District 857 approved "wellness" program activities
    - b. Employee requested "wellness" opportunities
  5. Other educational institutions in the community
  6. School athletic facilities will be available to other community groups during evening and other times when the activities listed in Categories 1-5 will not be hindered.

## **MIDDLE SCHOOL ATHLETIC PARTICIPATION REQUIREMENTS FOR PARTICIPATING IN VARSITY ATHLETICS**

If a 7<sup>th</sup> or 8<sup>th</sup> grade athlete can contribute at the varsity level. The coach, parent, and athletic director must have a meeting prior to the athletic contest. Parents must give written statement that the student can participate at the varsity level.

### **PROGRAM DESIGN**

The head coach shall be responsible to develop a system of responsibility in the activity he/she is directly responsible to within the activities department.

- A. Philosophy and objective of the program.
- B. Staff responsibilities.
- C. Recommendations.
- D. For development of feeder system.

### **SCRIMMAGES**

- A. Scrimmage (inter-school) are arranged by the head coach with the approval of the Director of Activities.
- B. Scrimmages are to be scheduled with no loss of school time.
- C. All scrimmages must be approved by the Director of Activities and be included within the approved activities budget for the year.
- D. Junior varsity, sophomore, and grade nine scrimmages can be arranged (inter-school) if it involves no added expense.
- E. MSHSL regulations concerning scrimmages must be followed by all coaches conducting inter-school scrimmages.

### **SPECIAL PUBLICITY PROMOTION**

- A. Staff members of the activities department will be encouraged to meet the public by giving speeches, etc., explaining our program.
- B. Special clinics designed for young participants in Lewiston-Altura will be encouraged by all head coaches.
- C. Coaches should give full cooperation to all members of the news media.

### **STUDENT MANAGERS**

- A. Student managers are responsible to the head coach in each activity.
- B. Head coaches should supervise managers, and work out a plan for efficient service.
- C. Managers are subject to the same eligibility and scholastic rules as members of the team they manage.
- D. Coaches should be highly selective in appointing student managers.

### **SUPERVISION OF PRACTICE SESSIONS**

Coaches or advisors must be present at all practice and workout sessions. No participant

is to be given permission to use any facilities, unless a coach or advisor is present at all times.

### **THREE RIVERS CONFERENCE POLICY**

A Three Rivers Conference policy handbook will be provided for all coaches. It is very important to read this handbook and be aware of any conference modifications of rules pertaining to your sport.

### **RULES AND REGULATIONS**

- A. All Three Rivers Conference and M. S. H. S. L. rules will govern the interscholastic athletic program.
- B. All coaches must keep abreast of rule changes.
- C. All coaches are required to attend MSHSL Rules Interpretation meetings.

### **STUDENT ABSENCE**

Students who are absent for any part of the school day must present an excusable reason for missing school or they will not be allowed to practice that day or participate in the extra curricular activity that day.

- A. Students who are absent for any part of the school day due to illness may or may not be allowed to play or practice in extracurricular activities. This decision to not allow student to participate will be based on case-by-case situational occurrence.

### **TEAM ROSTERS**

Each coach should turn in to the Director of Activities a list of all squad members (alphabetical order) with the following information:

- A. Name.
- B. Height.
- C. Year in School.
- D. Position.
- E. Captain.
- F. Letter Winners Designated.
- G. Uniform number. Include support personnel such as manager, etc.

### **END OF SEASON REQUIREMENTS**

Inventory:

- A. An itemized inventory of the equipment and supplies on hand, together with the condition of each, is the responsibility of the Activities Advisor and head coach for each interscholastic sport.
- B. This inventory should be taken at the conclusion of each season..
- C. The head coach, with the Director of Activities, will examine end-of-season inventory to determine what items need to be repaired or replaced and what new equipment and supplies need to be purchased.
- D. Inventory forms are available in the Director's Office.

- E. Store all equipment in the areas assigned by the Director.
- F. Assess and collect the necessary fines (lost items) and file a list with the Activities Director.
- G. Compile and submit to the Director an initial equipment needs list.
- H. Compile statistics for all contests as many as may be appropriate. The summary should include wins and losses, number of participants, outstanding accomplishments, and recommendations for next year.
- I. Coaches will not be paid their remaining coaches salary until inventory is collected.

### **END OF SPORT SEASON EVALUATION**

- A. The head coach at the high school level will conduct a meeting of all coaches, supervisors, etc., in the sport in grades 7-12 to assess the program at the conclusion of the season.
- B. The head coach of each interscholastic sport and the Director of Activities will evaluate the entire athletic program for that sport at the conclusion of the season.
- C. Recommendations, etc. will be made in written form to be on file in the Director's office and presented to the administration by the Director at the appropriate time.
- D. An invitation to attend these meetings shall be given to the Director of Activities.

### **PRINTED FORMS**

All requests for printed forms relating to the interscholastic athletic program should be given to the Director of Activities at least four weeks in advance of the date needed.

### **PROBLEMS THAT OCCUR**

Any problems related to athletics should immediately be drawn to the attention of the Director of Activities. Head coaches and advisors should attempt to handle all problems within their own department.

### **RELEASE FROM CLASS**

- A. All interscholastic athletic contests should be scheduled so that students miss a minimum number of classes for travel to the "away" games.
- B. Head coaches and Advisors should make arrangements with the Director of Activities to have students excused from class when absolutely necessary because of travel requirements.
- C. Lists must be submitted and approved by the principal one day in advance of the scheduled event.
- D. It is the responsibility of the participant to see his teacher the day before the class he is to miss because of an activities contest. All work shall be made up at the convenience of the teacher. Students are encouraged to attend the class at another hour on the same day they are to miss the class, if possible, and if it is convenient for the teacher.
- E. All coaches shall submit 3 days in advance a list of all squad members, managers, etc., to be excused.

**REPAIR**

Coaches and advisors receiving athletic equipment that has been repaired must keep invoices, packing slips, etc. These should be given to the Director of Activities immediately.

**VACATION PRACTICE SESSIONS**

Vacation practice schedules must be submitted in writing to the Director of Activities and principal. This should be done two weeks in advance of the vacation period for approval, allowing families to plan accordingly.

**VIDEO TAPE MACHINE**

A coach desiring use of this machine should present to the media office a master schedule, listing all practice and game/meet contests to be video taped.

**ACTIVITY BUS**

~~The bus will pick up sports participants after practice and take them home at 6:00 p.m. The sign-up for the sports bus must occur by 1:00 p.m. each day. The bus is not used after games.~~

**ELIGIBILITY OF ELEMENTARY STUDENTS**

Students enrolled at the elementary school (grade K-6) are ineligible to compete on varsity teams.

## INVESTMENT ADVISORY AGREEMENT

This Agreement is entered into as of the Effective Date (described below) between Ehlers Investment Partners, LLC (referred to as “Advisor,” or “we,” “us,” or “our”), and the municipal government entity named above (referred to as “Client,” “you” or “your”). The parties agree as follows:

### 1. THE PROGRAM; ADVISOR AND AFFILIATES; RECEIPT OF DOCUMENTS; QUESTIONS AND RISKS

- (a) Advisor and Advisor’s Affiliates. Advisor is an investment adviser registered with the United States Securities and Exchange Commission (“SEC”). Advisor previously conducted business under the name “BBE Community Investment Partners, LLC.” Advisor provides municipal governments a program of investment management services which includes cash flow analysis and forecasting, and related services known as investment advisory services (the “Program”), including the following (all the “Services”):
- Assisting Client in establishing investment objectives, consistent with Client's risk tolerance, financial needs and goals, and Client’s Investment Policy Statement (as described below);
  - Assisting Client in establishing asset allocation mix based on Client's financial position, cash flow, risk preference, time horizon, and the Investment Policy Statement;
  - Setting up a Client safekeeping account (“Program Account”), as defined below, with a qualified bank, brokerage firm or other financial institution (“Custodian”).
  - Assisting Client in transfer of assets to and from Program Accounts, as directed by Client, for safekeeping;
  - Implementing trades and account management, as described in paragraphs 4 and 5;
  - As requested by Client, preparing periodic performance reports regarding the Program Account;
  - Meeting with Client, as needed, for updates of ongoing investment planning and portfolio review;
  - At the direction of Client, contracting with third-parties to provide money market mutual funds, certificates of deposit (collateralized or uncollateralized) and other securities, as applicable; and
  - With direction from Client, preparing a cash flow forecast to aid in determining funds available for investment.
- (b) Agreement Governs Services and Program. Client’s participation in the Program, the Services, and the management of Program Account will be governed by the terms of this Agreement.
- (c) Advisor’s Affiliated Companies. Advisor is one of the affiliated financial services companies comprising the Ehlers Companies, which also include Bond Trust Service Corporation, which provides paying agent services, and Ehlers & Associates, a registered municipal advisor, which provides municipal advisory services to government and not for profit entities. It is not anticipated that one of these affiliates will provide services for Client under this Agreement. If Adviser determines to engage the services of a company affiliated with it in providing advisory services to Client pursuant to this Agreement, Advisor will disclose such engagement to Client and Client may instruct Adviser to terminate such relationship at any time. Advisor, Bond Trust Service Corporation, and Ehlers & Associates do not share fees except through common ownership of Ehlers Companies.
- (d) Program Account and Custodian. You will or have established the Program Account (defined below) with the Custodian (identified below) who will hold and maintain the Program Assets (defined below) in your name. You have or will identify the initial assets that will comprise the Program Assets, either on Exhibit A attached hereto and incorporated herein by this reference or on forms now or hereafter supplied by Advisor or Custodian.

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4700 S Syracuse Street Suite 860  
Denver, CO 80237  
Office: (303) 802-2311

3060 Centre Pointe Drive  
Roseville, MN 55113  
Office: (651) 697-8500

N21W23350 Ridgeview Parkway West, Suite 100  
Waukesha, WI 53188  
Office: (262) 796-6164 • Fax: (262) 785-1810

- (e) Receipt of Documents. You acknowledge you have received and had the opportunity to review and ask our investment adviser representative assigned to your account (the “Representative”) questions about the following documents:
  - (i) our Brochure, Form ADV Part 2A (the “Brochure”),
  - (ii) the Brochure Supplement for our Representative (the “Brochure Supplement”),
  - (iii) our Notice of Privacy Policies summarizing our policies regarding your personal information, and
  - (iv) a copy of this Agreement.
- (f) Opportunity to Discuss Questions. You have had the opportunity to discuss with the Representative:
  - (i) the anticipated types of investments in which the Program Account will invest, which shall be permitted investments under applicable state statute or client-specified investment policy;
  - (ii) the investment strategy (the “Strategy”) the Representative expects to use in managing the Program Assets;
  - (iii) the risks of the Program, these and types of investments;
  - (iv) the fees you will pay and the other expenses the Program Account will incur in the Program; and
  - (v) the circumstances where we have economic incentives and conflicts of interests to place our interests ahead of yours.
- (g) Acceptance of Risk. You acknowledge and agree that the Program Account will be managed by Advisor and Representative on a non-discretionary basis: You acknowledge you understand and agree to accept the risks, fees, costs, and conflicts of interest associated with this Agreement and your participation in the Program.

## 2. CUSTODIAN, ACCESS TO ACCOUNT INFORMATION, THE PROGRAM ACCOUNT, AND THE PROGRAM ASSETS

- (a) Custodian and Program Account. To participate in the Program, your assets must be maintained in account(s) under your name (the “Program Account”) with one or more qualified custodians (collectively, if more than one, the “Custodian”). Your account with the Custodian will be governed by separate agreements between you and the Custodian, and you will be solely responsible for negotiating the terms of such agreements. The Program Account will bear the fees and expenses of the Custodian and of transactions for the Program Assets, according to your agreement with the Custodian. These costs will be separate from and in addition to the Advisory Fees your account pays.
  - (i) The Custodian will send you at least quarterly a statement for the Program Account reflecting the Program Assets received or disbursed by the Custodian, the amount of fees or expenses paid from the Program Account, the transactions occurring with respect to the Program Account, and a summary of the Program Account’s positions and values, as of the end and for the period covered by such statement. You authorize the Custodian to send copies of its statements and confirmations of transactions to us and your Representative, along with an indication that the statements have been sent to you, and to permit us and the Representative to electronically view and download Program Account information. You grant us unrestricted access to your account information.
- (b) Program Assets. The “Program Assets” refer, collectively, to the assets maintained by the Custodian for the Program Account, including without limitation, the income, gains, and additions thereto, as reflected on the Custodian’s records from time to time. An asset becomes a Program Asset as of the date the asset is posted by the Custodian to the Program Account (which may be different than the trade date or settlement date).

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- (i) We will not manage or be responsible for taking any action with respect to an asset unless and until it becomes a Program Asset, even if such asset is otherwise held or maintained by the Custodian. You shall be solely responsible for the investment and reinvestment of your assets, and you will bear the risk of market fluctuations and any decline (or increase) in value, until such assets have become Program Assets.
- (ii) Client acknowledges that during the term of this Agreement, there will be periods of time when neither Client nor Advisor will be able to effect transactions for Client's assets (such as, for example, when an asset is being transferred, purchased, exchanged, or redeemed), or when Program Assets will be subject to limitations or restrictions on transfer, purchase, exchange, or redemption imposed by a mutual fund company or other issuer, and Client agrees to bear the risk of market fluctuations and any decline (or increase) in value during such periods.

### 3. THE PROGRAM AND THE PROGRAM ACCOUNT

(a) Suitability Information.

- (i) Representative will assist Client in completing an account profile to collect information regarding the Client's financial situation, and the investment objective, tolerance for risk, liquidity needs, and investment time horizon for the Program Account (all the "Suitability Information"), as well as any reasonable investment restrictions the Client wishes to impose.
- (ii) Representative will assist Client to develop an investment policy statement (the "IPS") which summarizes a range of factors affecting the recommendations Advisor makes for the Program Account, which may include, initial asset classes and allocation targets, minimum quality and duration standards, risk tolerance and volatility limits, diversification requirements, and expectations for account rebalancing to maintain designated targets. However, Client recognizes there will be times when, in Advisor's judgment, deviation or modification from any guideline, policy, target, or minimum standard, limit, requirement, or expectation contained in the IPS is appropriate, and Client hereby agrees, consents, and ratifies each such deviation or modification.

- (b) Non-Discretionary Account. Except as otherwise provided herein, Advisor shall not exercise discretion with respect to the Account or transactions. Advisor will provide continuous and regular investment management services with respect to the Program Assets, including ongoing responsibility to make recommendations, based upon the needs of the Client, as to specific cash and security investments the Program Account may purchase or sell, guided by the Suitability Information, Investment Policy Statement, applicable State Statutes and information provided to Advisor from time to time, and if such recommendations are accepted by the Client, Advisor is responsible for arranging or effecting the purchase or sale of such investments. Client may at any time deposit additional funds and/or securities with Custodian so as to increase the Program Account. Client may also withdraw funds or securities from the Program Account by giving notice to Advisor and Custodian.

### 4. ADVISOR'S AUTHORITY.

- (a) Authority to Act for Client and the Program Account. In the performance of Advisor's responsibilities under this Agreement:

- (i) Client authorizes Advisor and Representative, at Client's risk:
  - (A) to issue instructions or orders to Custodian: to purchase, sell, exchange, redeem, or otherwise effect transactions involving the Program Assets, as they deem necessary or proper to manage the Program Account consistent with the Suitability Information;
  - (B) to transfer Program Assets to one or more accounts maintained at a qualified custodian with an accountholder registration identical to the Program Account (each a "Transferee Account"),

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which Client must specifically identify (e.g., by name of qualified custodian, account registration, and account number); provided,

- if the Transferee Account is intended to be a Program Account, Client has designated it as such on forms as Advisor or Custodian request, and furnished a copy of this Agreement to its Custodian, in which case Advisor is specifically empowered to transfer assets to and from such Program Account, as necessary, consistent with its management responsibilities; or
  - if the Transferee Account is not a Program Account, Client has authorized Advisor in writing to make specific transfer(s) to (but not from) the Transferee Account and a copy of that authorization is provided to the qualified custodian; and
- (C) to perform acts necessary or convenient for the efficient management or administration of the account or performance of Advisor's obligations under this Agreement; provided, in no event shall Advisor have such authority as to constitute actual or constructive custody of the Program Assets (other than the authority with respect to the payment of the Advisory fees);
- (D) provided, Advisor shall not have any authority: to obtain possession of the Program Assets (except in payment of the Advisory Fees, as provided below); or to cause the transfer or distribution of any of the Program Assets out of a Program Account (other than in connection with usual trading or transactions for the Program Account), except to an account with a qualified custodian with an accountholder registration identical to the Program Account; and
- (ii) Client specifically agrees that all authority granted in this Agreement to act on behalf of Client and the Program Account is granted solely to Advisor, and the descriptions of authority that refer to the Representative are limited to authority Advisor grants to Representative to provide investment advisory services on Advisor's behalf for Client and the Program Account. Advisor may limit or terminate any authority granted to a Representative in our discretion; and all such authority to act terminates immediately upon Advisor's termination of such authority.
- (b) Evidence of Advisor's Authority. Advisor may provide a copy of this Agreement to any Custodian, broker, or other third-party, as evidence of Advisor's authority to act for you and the Program Account.
- (c) Reliance on Suitability Information and Investment Policy Statement. Client shall provide Advisor with accurate, complete, and current Suitability Information and Investment Policy Statement necessary for Advisor to manage the Program Assets and provide the services pursuant to this Agreement.
- (i) Client acknowledges the Representative and Advisor have and will rely on the Suitability Information and Investment Policy Statement in making investment recommendations for the Program Account. Client agrees to notify Representative and Advisor promptly, in writing, of changes in the Suitability Information and Investment Policy Statement, such as any new or changed information regarding Client's financial condition or needs, tolerance for risk, investment time horizon, or investment objective, or changes in the Client's asset allocation targets, or investment restrictions, or other matters, as expressed in the Investment Policy Statement, or any other matter that would be material to the investment advice or other services Advisor provides for Client.
- (ii) Client agrees that neither Representative nor Advisor, nor any of Advisor's directors, officers, employees, or agents will be responsible or liable as a result of Client's failure to provide Advisor with timely, accurate, and complete Suitability Information, or to notify Advisor of any new or changed information, as described in the preceding paragraph. Client agrees to hold all of Advisor and Advisor's affiliates, and all of such persons harmless and to indemnify each of them for any loss, liability, damage or expense (including without limitation, reasonable attorneys' fees) incurred by any of them, arising from or related to Client's failure to ensure that the Suitability Information or

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Investment Policy Statement is timely, accurate and complete, or Client's failure to notify Advisor of any new or changed information that would be material to the investment advice or other services Advisor provides.

- (A) Client is not waiving any right or remedy Client would have against Advisor or Representative under the Investment Advisers Act of 1940 or other federal securities laws.
- (d) No Guarantees Regarding Profits or Limitation of Losses. Advisor cannot guarantee that participation in the Program will be profitable or that Client losses will be limited. Client agrees to bear the risk of losses resulting from investing the Program Assets in the Program.
- (e) Tax Consequences. Client acknowledges that Advisor is not acting as a tax accountant or lawyer for Client, and neither Advisor nor Representative has provided Client with any tax opinions or legal advice with respect to the Program. The purchase, sale, exchange, and redemption of Program Account investments will generally be treated as taxable events. Client has consulted its tax advisor or otherwise understands the potential tax consequences of the Program.

## 5. EXECUTION OF ACCOUNT TRANSACTIONS

- (a) Brokerage Discretion. Client agrees each portfolio manager for the Program Account (whether a Representative or Advisor's Investment Committee) is granted the authority to effect transactions with or through a broker-dealer selected in the portfolio manager's discretion, which may be the Custodian or a broker-dealer affiliated with the Custodian.
- (b) DVP Transactions. Advisor shall instruct the brokers and dealers that execute orders for the Account to send Client all transaction confirmations and that all transactions must be completed using delivery vs. payment (DVP), and except as provided below with respect to Aggregation of Orders and Block Trading, all transactions for the Account shall be effected independently of transactions for Advisor's other clients.
- (c) Instructions by Advisor's Authorized Personnel. Instructions of Advisor to Custodian shall be made in writing or, at the option of Advisor, shall be made orally and confirmed in writing as soon as practical thereafter; provided that all such instructions, written or oral, shall be issued only by persons designated from time to time by Advisor in a written instrument delivered to Custodian. Client shall provide, or instruct Custodian to provide, to Advisor such periodic reports concerning the status of the Account as Advisor may reasonably request.
- (d) Selection of Brokers. In selecting brokers, the portfolio manager will consider the full range and quality of the broker's services, including, among other things, execution capability, cost, financial responsibility, responsiveness, and the value of research and other services; provided, the manager will not recommend a broker solely on the basis of the lowest possible commission cost, but rather, Advisor will determine whether the broker has the ability to provide the best overall qualitative execution considering all factors, including services that benefit our firm.

## 6. AGGREGATION OF ORDERS AND BLOCK TRADING

- (a) Authority, But No Obligation, to Engage in Block Trading. Client hereby grants each portfolio manager for the Program Account the authority, but Client relieves them of any obligation, to aggregate orders for the Program Account with orders for other accounts for the purpose of "block trading." Client acknowledges that if orders for the Program Account are not aggregated with other orders into block orders, Client will not receive the benefits of potentially lower transaction costs, timelier or better execution, volume discounts, or other efficiencies that might be obtained by accounts whose orders are aggregated. Client authorizes and directs Advisor to instruct all firms executing orders for Client to forward confirmations of those transactions to Custodian and Advisor.

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- (b) Average Price Account. Although the practices of portfolio managers may vary, block orders, if any, are typically effected through an “average price account” or similar account such that transactions for accounts participating in the order are averaged as to price and transaction costs. If a portfolio manager cannot obtain complete execution of the entire aggregated order at prices or for transaction costs that the portfolio manager believes are desirable, the portfolio manager will allocate the securities or proceeds of the orders that were executed among the participating accounts according to the portfolio manager’s internal order allocation procedures. Such allocations must be consistent with its fiduciary duty to manage accounts fairly and non-preferentially over time, to the extent within its reasonable control.

## 7. **ADVISORY FEES AND OTHER EXPENSES OF THE ACCOUNT, PROGRAM ASSETS, AND PROGRAMS**

- (a) Advisory Fee Rates. For the term of this Agreement, you agree to pay or cause to be paid in arrears, the Advisory Fees calculated according to the terms of paragraph (b) and the attached Schedule of Fees.
- (b) Advisory Fees Payable Monthly in Arrears. Advisory Fees are calculated and payable monthly in arrears according to the Fee Schedule as attached hereto or subsequently amended, based on the average daily market value of Program Assets. Advisor will provide to Client an accounting for fees owed no later than the 10th business day of each month for services billed for the previous month (or as of the last day of the term of this Agreement). Payments for services are due 30 days from invoice date. Client may authorize electronic payment of Advisory Fees. Advisory Fees are not charged on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of an advisory client.
- (i) The Advisory Fees do not include the additional costs Client will incur for mutual funds, ETF’s, and other investment companies (such as 12b-1 Fees); the Brokerage and Investment Expenses; and any Custodial Expenses, as described in our Brochure; and any other costs not strictly included in the Advisory Fee.
- (ii) Except as provided below, the value of the Program Assets shall be determined by reference to the valuations provided by or available from the Custodian (including without limitation, through any electronic system made available to Advisor). If the last trading day of a calendar month or other period for which Advisor calculate Advisory Fees is different than the last day of a Custodian’s reporting or statement period, Advisor may value Program Assets maintained by the Custodian as of the close of the Custodian’s reporting or statement period, as Advisor shall select on a consistent basis for each Custodian.
- (c) Advisor’s Determination of Fair Value. In the event the Custodian does not value any Program Asset, or Advisor determines the Custodian’s value of an asset is materially inaccurate, such asset shall be valued by Advisor in good faith to reflect its fair value. Money market accounts and bank accounts, if any, shall be valued as of the valuation date. Transactions that have not settled may be included in either the current or the following billing period, as determined by us for each Custodian a consistent basis.
- (d) Deduction and Payment of the Advisory Fees from the Program Account. Unless Client instructs on the Schedule of Fees that all fee payments will be made by it directly to Advisor, all Advisory Fee payments will be made by deduction from the Program Account immediately upon presentation of Advisor’s fee invoice to the Custodian. Custodian is authorized and directed to deduct the Advisory Fees directly from the Program Account and pay the Advisory Fees to Advisor when due, according to Advisor’s instructions, without prior notice to or further consent from Client. Client agrees to provide Custodian with such additional documentation as Advisor or Custodian requests authorizing and directing the Custodian to deduct the Advisory Fees from the Program Account and to pay the Advisory Fees to Advisor when due. Client authorizes Advisor to manage the Program Account to provide sufficient cash will be available in the Program Account to pay the Advisory Fees; however, in the event available cash is not sufficient at the time Advisory Fees are payable, Client agrees to authorize promptly the liquidation of securities in an amount sufficient to pay the Advisory Fees.

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## 8. OTHER DIRECT AND INDIRECT EXPENSES

- (a) Additional Fees and Expenses. Client understands that in addition to the Advisory Fees, the Program Account will also incur the following direct and indirect fees and expenses:
- (i) costs of transactions placed through the Custodian or other brokers: the Program Account will be responsible for brokerage commissions, sales charges, ticket charges, exchange fees, redemption fees, mark-ups, mark-downs, and dealer spreads paid to or received by any broker in connection with transactions involving the Program Assets; fees for floor brokerage, electronic transaction networks, and exchanges; fees and expenses pursuant to a Custodial Agreement or any agreement with a broker, including without limitation, fees or expenses for postage, deliveries, additional services, wire transfers, taxes; and other third-party expenses with respect to the Program Assets or the Account;
  - (ii) custodial charges: the Program Account will be responsible for any charges imposed by the Custodian for services in maintaining custody and delivering the Program Assets, according to Client's separate agreement with the Custodian;
  - (iii) mutual fund and other investment company charges: the Program Account will be responsible for the fees and expenses that are deducted from the net asset value of mutual funds, money market funds, and other investment company securities held by the Program Account (and which constitute indirect expenses of the Program Account), including without limitation, internal operating and investment expenses of such funds or marketing and distribution fees (known as "12b-1 Fees"), servicing fees, sub-accounting fees, internal fund management fees; and
  - (iv) short-term trading or redemption fees: the Program Account will be responsible for the fees imposed by mutual funds or variable annuities for short-term trading or early redemptions or exchanges made within short periods of time (typically 1% - 2% of the amount originally invested).
- (b) Availability of Lower Cost Services. You acknowledge that the Advisory Fees and other expenses charged to or borne by the Program Account may be higher than the fees and expenses charged for advisory programs or services offered through other investment advisors for similar products and services. You acknowledge that you can purchase mutual funds directly from a mutual fund company or through a broker of your choosing without participation in the Program; however, in that event you would not receive the benefit of our advice, which is intended to select and manage suitable investments for the Program Account.
- (c) Additions and Withdrawals of Program Assets. Subject to the Program's Terms and Conditions, the procedures of the Custodian, and to usual and customary securities settlement procedures, you may make additions to and withdrawals of Program Assets from the Program Account at any time; provided, we may exercise our right to terminate this Agreement and close the Program Account if the value falls below the minimum account size stated in this Agreement.

## 9. MINIMUM ACCOUNT SIZE; MINIMUM FEE

- (a) No Minimum Account Size. We do not require a minimum account size.
- (b) No Minimum Fees. We do not charge a minimum fee.

## 10. NON-EXCLUSIVE RELATIONSHIP

You acknowledge and agree that we may provide investment advisory services to other clients and receive fees for such services. The advice given and the actions taken with respect to such other clients, or with respect to accounts owned or controlled by us, the Representative, members, directors, officers, employees or agents may differ from advice given or the timing and nature of actions taken with respect to your account. You further recognize that transactions in a specific security may not be accomplished for all of our accounts at the same

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time or at the same price. You acknowledge that in managing the Program Account, we may purchase or sell securities in which we, the Representative, or our officers, directors, employees, or agents have or may acquire, directly or indirectly, a position or interest.

## 11. PROXY VOTING

We shall not have any obligation or authority to take any action or render any advice with respect to the voting of proxies for securities held for the Program Account. You (or the plan fiduciary in the case of an Account subject to the provisions of the Employee Retirement Income Security Act of 1974 [“ERISA”]), expressly retain the authority and responsibility for voting all proxies, and we are expressly precluded from rendering any advice or taking any action with respect to the voting of any proxies.

## 12. ASSIGNMENT

This Agreement shall be binding on Client’s successors, administrators, and permitted assigns. We may not assign (as that term is defined under the Investment Advisers Act of 1940, as amended) this Agreement without your consent. Your consent to an assignment may be oral, and may be obtained through “negative consent” (among other permissible methods) in a manner consistent with our understanding of guidance of the Securities and Exchange Commission or its Staff.

## 13. TERM AND TERMINATION

- (a) Agreement in Effect as of Effective Date. This Agreement shall be in effect as of the Effective Date and shall continue until terminated by either party at any time without penalty upon written 30 days’ written notice to the other party. Such termination shall not, however, affect liabilities or obligations incurred or arising prior to such termination.
- (b) Client Responsibility Upon Termination. Upon termination of this Agreement, you shall have the exclusive responsibility for managing your assets, and we shall have no further obligation to act or provide advice with respect to the Program Account or your assets. After this Agreement has been terminated: you will be charged commissions, sales charges, and transaction, clearance, settlement, and custodial charges, at prevailing rates, by any broker-dealer; you will be responsible for monitoring all transactions and assets; and we shall not have any obligation to monitor or make recommendations with respect to the account or those assets.
- (c) Refund Upon Termination. Recognizing that Advisory Fees are payable in arrears, if you terminate this Agreement within five (5) business days of the Effective Date, and for some reason you have prepaid any Advisory Fees, you shall receive a full refund thereof. Alternatively, if this Agreement is terminated more than five (5) business days after the Effective Date, and for some reason you have prepaid any Advisory Fees, any prepaid Advisory Fees (if any) shall be applied to the prorated Advisory Fees payable for the last calendar month based on the number of days this Agreement was in effect during such month and the unearned portion shall be refunded to you within 30 days, and the Program Account shall be charged for any balance due. Upon termination of this Agreement, the Program Account will be charged the customary fees and commissions charged by Custodian and the Custodian’s fees for its services with respect to closing the Program Account and holding, transferring or liquidating the Program Assets.

## 14. REPRESENTATIONS

Each individual acting on behalf of a municipality, corporation, partnership or limited liability company (each of which is referred to as a “person”) represents that the execution of this Agreement has been duly authorized by appropriate action of the governing body of such person, and that such individual has full power and authority to enter into this Agreement on behalf of such person; (ii) the terms hereof do not violate any agreement or obligation by which such individual or person is bound, whether arising by contract, operation of law, or otherwise; (iii) this Agreement has been duly authorized by such person and shall be binding according to its terms; and agrees to advise Advisor of any material change in such individual’s authority or the propriety

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of maintaining the Program Account. Client shall deliver to Advisor evidence of any such individual's authority to act on behalf of Client, as Advisor or any Custodian shall request from time to time.

## 15. RISK AND LIABILITY

- (a) Risk of Loss. Client recognizes that there may be loss or decline in the value of any of the Program Assets. Client represents that neither Advisor, nor Advisor's affiliates or anyone associated with Advisor (including without limitation Representative, or any directors, officers, employees or agents) has made any guarantee, either oral or written, that the Program Account's investment objectives will be achieved. Neither Advisor nor any of its affiliates or such persons shall be liable for any loss incurred by reason of any act or omission by Custodian, or a third party. Nothing in this Agreement shall constitute a waiver or limitation of any rights that you may have under applicable state or federal law, including without limitation the state and federal securities laws.
- (b) Errors and Omissions Insurance. Advisor shall provide and maintain at its own expense during the term of this Agreement Errors and Omissions Insurance or Professional Liability Insurance covering the negligent acts, errors or omissions in the performance of professional services. Failure on the part of Advisor to produce or maintain the insurance shall constitute a material breach of contract upon which Client may immediately terminate this Agreement.

## 16. LEGAL PROCEEDINGS

Neither Advisor nor anyone associated with Advisor or Advisor's affiliates (including without limitation Representative) shall render advice or take any action with respect to legal proceedings involving or related to any of the Program Assets, or the issuers thereof, including without limitation, bankruptcies or class action lawsuits. You hereby expressly retain the right and obligation to take all action necessary to file responses, proofs of claim, or pleadings, and take all other actions related to any such proceeding.

## 17. NOTICES AND DOCUMENTS

- (a) Any notice or document (including an executed counterpart of this Agreement) required or permitted by this Agreement shall be sufficient if made in writing, signed by the communicator, and sent by pre-paid first-class United States Mail or by pre-paid overnight delivery through a national delivery service, or transmitted by facsimile transmission to the addressee.
  - (i) Any notice or document which is mailed shall be deemed to have been given on the third business day after the date of mailing; provided, an executed counterpart of this Agreement shall be deemed to have been given on the date of mailing; and
  - (ii) Any such notice or document which is transmitted by facsimile or by pre-paid overnight delivery through a national delivery service shall be deemed to have been given on the business day following the business day on which it is transmitted or deposited with the national delivery service; provided, an executed counterpart of this Agreement shall be deemed to have been given on the date of transmission or deposit with the delivery service;
  - (iii) All notices or communications to Advisor shall be sent to Advisor's principal business location, or to the facsimile number at its principal business location, addressed to the attention of the President, as shown on the front of this Brochure.
  - (iv) All notices or communications to the client will be sent to the address or facsimile number for client, as shown on Advisor's records pertaining to client or the Program Account.
- (b) If client consents to electronic delivery of Electronic Communications, as described below, the parties may use such methods to deliver notices and documents required or permitted by this Agreement (including an executed counterpart of this Agreement), in addition to the methods described in subparagraph (a) above. In that event, delivery of the notice or document shall occur upon the recipient's

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actual receipt of the Electronic Communication (for example, a text message, or email message actually received in the recipient's agreed email account); or notice of availability of the Electronic Communication (for example, notice that a message or attachment is available on Advisor's website) in a manner consistent with such paragraph.

## 18. CONSENT TO ELECTRONIC DELIVERY

- (a) You hereby agree that if you provide us an Email Address (on the Signature Page to this Agreement or in any subsequent communication), we may, but we are not required to, deliver electronically to you, and you hereby consent to receive electronically, instead of receiving paper documents, any or all of the Electronic Communications (described below), on the terms and conditions described in this paragraph and in the Terms And Conditions For Electronic Delivery, which is incorporated herein by this reference. The agreements and consents in this paragraph are referred to as the "Consent."
- (b) The "Electronic Communications" means all disclosures, notices, and other communications relating to the account established between Client and Advisor pursuant to this Agreement (including an executed counterpart of this Agreement), or otherwise related to Advisor's obligations or position as Client's investment adviser, other than any document Client has specifically requested to be delivered in paper form. Client agrees that the following documents and all annual amendments and any notices related to them may be treated as Electronic Communications and may be delivered to Client electronically, in Advisor's discretion:

Form ADV, Part 2A Brochure and Part 2B Brochure Supplement for Representatives and other Supervised Persons; Summary of Material Changes to the Brochure; Notice of Privacy Policies; annual amendment of any of such documents; any disclosure, notice, consent, "negative consent," or document that Advisor (or any successor) is required or permitted to provide or deliver in connection with any business reorganization, sale, transfer, or assignment; and any other disclosure, notice, consent, "negative consent," or document that Advisor (or any successor or affiliate) is required or permitted to provide or deliver to Client under the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the Investment Advisers Act of 1940, or the Rules of the Securities and Exchange Commission.

- (c) The Consent is effective on the Effective Date and will remain in effect until you or we revoke it. Each person included as a "Client" may revoke or restrict the Consent at any time as to such person and receive in paper form any or all documents required to be provided to such person in paper form, by written notice sent to the following address: **Ehlers Investment Partners, LLC, Attention: Compliance, 3060 Centre Pointe Dr, Roseville, MN 55113 (the "Notice Address")**. The legal effectiveness and validity of an Electronic Communication that was valid and proper when delivered shall not be affected by any subsequent revocation or restriction of the Consent, or subsequent request for delivery of paper copies of Electronic Communications.
- (d) You may also request paper copies of any Electronic Communication without revoking the Consent by written request to the Notice Address. We may charge a reasonable fee for paper copies of any Electronic Communication otherwise deliverable to you electronically; provided, we shall not charge any fee for delivery of the Brochure, summary of material changes to the Brochure, Brochure Supplement, Notice of Privacy Policy, or any other document we are required by law to provide to you without charge.

## 19. GOVERNING LAW

This Agreement and all of the terms herein shall be construed and governed according to the laws of the State of Minnesota, without giving effect to principles of conflict of laws, provided that there is no inconsistency with federal laws.

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## 20. ENTIRE AGREEMENT

This Agreement (including without limitation the exhibits to this Agreement) represents the parties' entire understanding with regard to the matters specified herein, and no other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party to the other party concerning the subject matter of this Agreement. This Agreement supersedes all prior understandings and agreements between Client and Advisor relating to the subject matter of this Agreement.

## 21. SEVERABILITY

The provisions of this Agreement shall be severable. If any part of this Agreement is found to be invalid or unenforceable by statute, rule, regulation, decision of a tribunal, or otherwise, such finding shall not affect the validity or enforceability of the remainder of this Agreement.

## 22. AMENDMENTS

We shall have the right to amend this Agreement by modifying or rescinding any of its provisions (including without limitation, the Fee Schedule and Advisory Fees) or by adding new provisions; and any such modification, rescission, or new provision shall be effective as of the first day of the first calendar quarter beginning 30 days or more after we notify you, unless you terminate this Agreement prior to such effective date.

## 23. PRE-DISPUTE ARBITRATION AGREEMENT

**Any controversy or dispute that may arise concerning the Account, any transaction in or for the Account, or the construction, performance or breach of this Agreement shall be settled by arbitration. Any arbitration shall be pursuant to the Commercial Arbitration Rules of the American Arbitration Association, and its Supplementary Procedures for Securities Arbitration; and the arbitration panel shall consist of at least three individuals, with at least one panelist having knowledge of investment advisory activities. Judgment upon the award may be entered into by any court, state, or federal, having jurisdiction.**

**The parties agree that any arbitration proceeding shall be held in Roseville, MN, or as close thereto as reasonably possible, as determined by the Commercial Arbitration Rules of the American Arbitration Association, and its Supplementary Procedures for Securities Arbitration.**

- **Arbitration is final and binding on all parties.**
- **The parties are waiving their right to seek remedies in court, including the right to a jury trial, except to the extent such a waiver would violate applicable law.**
- **Pre-arbitration discovery is generally more limited than and different from court proceedings.**
- **The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of rulings by the arbitrators is strictly limited.**
- **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**
- **No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (a) the class certification is denied; (b) the class is decertified; or (c) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated.**

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- **The agreement to arbitrate does not entitle Client to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party to this Agreement may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction. Client expressly agrees that any issues relating to the application of a statute of limitations or other time bar are referable to such a court. The failure to assert such bar by application to a court, however, shall not preclude its assertion before the arbitrators.**

## **24. MISCELLANEOUS**

All paragraph headings are for convenience of reference only, do not form part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, and shall be binding on the parties as if executed in one document.

## **25. THE EFFECTIVE DATE; THE PARTIES**

Once this Agreement has been executed on behalf of Adviser and Client, the “Effective Date” shall occur on the earlier of (i) the date a fully executed counterpart of this Agreement is deemed to be received by the other party following mailing, facsimile transmission, deposit with national delivery service, or electronic transmission by the last party to execute this Agreement, pursuant to paragraph 17; (ii) the date the last party to execute this Agreement otherwise communicates acceptance of this Agreement to the other party (which may be oral); or (iii) the date Advisor begins to provide advisory services pursuant to this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

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**SIGNATURE PAGE**

**CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE PRE-DISPUTE ARBITRATION CLAUSE AT PARAGRAPH 23 BEGINNING ON PAGE 11.**

Each person executing this Agreement on behalf of Client acknowledges they have received, read, and understand this Agreement and the Program.

**CLIENT:**

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title or Capacity

\_\_\_\_\_  
Taxpayer Identification Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City                      State                      ZIP

**Date of Execution:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**CLIENT:**

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title or Capacity

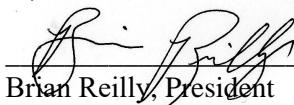
\_\_\_\_\_  
Taxpayer Identification Number

\_\_\_\_\_  
Street Address *(only if different from first Client)*

\_\_\_\_\_  
City                      State                      ZIP

**Date of Execution:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**EHLERS INVESTMENT PARTNERS, LLC**  
3060 Centre Pointe Dr  
Roseville, MN 55113

By:   
\_\_\_\_\_  
Brian Reilly, President

**Date of Execution:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**NAME OF REPRESENTATIVE:**

\_\_\_\_\_  
Ryan Miles

**NAME OF INITIAL CUSTODIAN:**

\_\_\_\_\_  
TD Ameritrade Institutional

**Email Address for Electronic Communications:** \_\_\_\_\_

By providing an Email Address above, Client consents to the terms of paragraph 18 of the Advisory Agreement and the accompanying **TERMS AND CONDITIONS FOR ELECTRONIC DELIVERY**, and agrees that Advisor may, but is not required to, deliver **Electronic Communications** to Client at or through the Email Address for all accounts Client establishes with Advisor, until such consent is revoked, as provided in the Advisory Agreement.

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SCHEDULE OF FEES

Fee schedule for the Lewiston-Altura Public Schools (“Client”) for services related to Investment Advisory Agreement dated \_\_\_\_\_ between Client and **Ehlers Investment Partners, LLC** (“Adviser”).

Investment advisory fees shall be incurred for all assets under the management of Adviser. **Investment advisory fees will be charged according to the schedule below based on average daily assets under management calculated on market value of said assets, payable monthly.** Fees are all inclusive of other services provided by Adviser to the Client under an investment advisory engagement.

ASSETS UNDER MANAGEMENT

Fixed at

ANNUALIZED RATE

0.12% annually, assessed monthly

Initial cash forecast services and investment recommendations are provided at no charge. Fees as described above apply to actual assets under management if/when investment plan(s) are implemented. Fee arrangements will be memorialized under the Investment Advisory Agreement.

## EXHIBIT TO INVESTMENT ADVISORY AGREEMENT TERMS AND CONDITIONS FOR ELECTRONIC DELIVERY

*(Except as provided below, terms used in this Exhibit have the same meanings as provided in the Advisory Agreement to which this Exhibit is an exhibit.)*

Client agrees Advisor may deliver Electronic Communications to Client using any method or technology now or hereafter permissible pursuant to rules or guidance of the Securities and Exchange Commission or its Staff. This currently includes using any of the following:

**Email:** Advisor may send an electronic mail message (“email”) to the email address designated by Client in the Advisory Agreement or in any separate communication from Client to Advisor (the “Email Address”), and Advisor may attach Electronic Communications to the email or may include in the email a hypertext link with the Internet address (URL) where the Electronic Communication can be accessed, or

**Website Communications:** Advisor may notify Client, by paper document or by an email sent to the Email Address, that an Electronic Communication is available for electronic delivery (download) from a Website identified in such notice, and will provide instructions explaining the delivery process. Client may be required to establish an account, UserID, and password to access or download the Electronic Communication.

Client acknowledges that technical or other problems may result in Client not receiving Electronic Communications from Advisor. Client agrees that if a hypertext link to an Electronic Communication does not work or if Client is otherwise unable to access or download an Electronic Communication, Client will notify Advisor in writing at the Notice Address and request a paper copy of the Electronic Communication.

Client agrees to access and review promptly Electronic Communications sent to the E-Mail Address and, if applicable, through any account for Client on Advisor’s or a Custodian’s Website, to ensure Client is aware of time-sensitive information. Client agrees to notify Advisor, in writing (written or electronic), of any discrepancies within ten business days after Advisor sends an email or makes other Electronic Communication available to Client.

Each Electronic Communication (and the information therein) shall be deemed to be accurate and true unless Client notifies Advisor, in writing, of any discrepancy within such ten-day period. Client’s notices of discrepancies shall be sent to Advisor at the Notice Address and must include the name(s) of the account holder(s) of the Account to which such discrepancy pertains.

Client understands and agrees that Client is responsible for establishing and maintaining the Email Address and access to the Internet. Advisor is not responsible for Client’s access or lack of access to the Email Address or the Internet. It is Client’s obligation to notify Advisor of

Client’s Email Address, and of any changes to or problems with the Email Address. Advisor may take up to ten business days to take action in response to Client’s notice of a change to or problems with the Email Address. All notices regarding the Email Address must be in writing and sent to Advisor at the Notice Address. Advisor will deliver paper copies of Electronic Communications in the event it becomes aware that the Email Address is not valid or accessible.

Client understands and agrees that Advisor may include Client’s personal financial information in Electronic Communications, even though there is a risk of disclosure to or receipt by unintended third parties. Advisor will implement reasonable precautions to ensure the integrity, confidentiality, and security of Electronic Communications. Client acknowledges that the Internet is not a secure communications network. Electronic Communications are not encrypted. If Client uses an email address provided by or through an employer or third-party, such employer or third-party, any of their employees, or other persons may have access to Client’s Electronic Communications. There is a risk that Electronic Communications may be delivered to an incorrect email address or intercepted by third parties. Unauthorized parties may access communications transmitted over the Internet.

After Advisor has sent or made an Electronic Communication available to Client, Client shall be responsible for maintaining the confidentiality of such Electronic Communication (and any personal financial information therein). Client is responsible for preventing unauthorized access to the Electronic Communications through Client’s computer and through unauthorized use of Client’s UserID or password. Advisor is not liable for unauthorized access to Electronic Communications, or Client’s personal financial information arising from or as a result of third parties obtaining access to Client’s computer, Client’s UserID or password, or the Email Address. Client agrees to notify Advisor immediately if Client suspects or becomes aware of any unauthorized access to Electronic Communications, or Client’s personal financial information.

Advisor will provide Electronic Communications free of charge. However, Client may incur costs to third parties (such as Internet Service Providers and email service providers) in connection with accessing the Internet, establishing and maintaining the Email Address, or downloading, printing or storing Electronic Communications.

Client is responsible for having any necessary hardware, software or other technology to access the Internet, the Email Address, and the Electronic Communications. To receive Electronic Communications, Client will need: a

personal computer with appropriate browser software installed, such as Microsoft Internet Explorer© 9.0 or higher (available free of charge at [www.microsoft.com](http://www.microsoft.com)) or equivalent, capable of accessing the Internet and viewing web pages; a connection to the Internet via an Internet Service Provider or similar facility; a monitor; and a valid and accessible Email Address. To retain Electronic Communications, Client will need a printer (for printed copies), or hard drive or other electronic storage device with sufficient free space to download and store the Electronic Communications. Client may download and save, or print the Electronic Communications. Client is solely responsible for performing such downloads, for storing and protecting downloaded Electronic Communications, and for the costs of printing paper copies. Electronic Communications may be formatted in Adobe Acrobat's portable document format ("PDF"), hypertext mark-up language ("HTML") or other file formats Advisor deems appropriate. In order to view or print documents provided in PDF, Client must obtain Adobe Acrobat Reader© 6.0 or higher, which is available free of charge at Adobe's website (located at [www.adobe.com](http://www.adobe.com)) and install it on Client's computer. If Advisor changes to a format other

than HTML or PDF, it will provide reasonable advance notice of any new hardware and software requirements for accessing and retaining the information, and access to appropriate software and technical assistance, if necessary, with respect to such change.

Client agrees that Electronic Communications delivered to Client by any of the methods permitted under the Consent will be treated as having been delivered to Client when Advisor sends or makes the Electronic Communication available to Client, regardless of when Client actually accesses the Electronic Communication.

Client may use email to deliver instructions or orders, to request or authorize any financial transaction, or to provide any notice that requires real-time communication or written authorization, whether required by law, rules of any exchange or regulatory body, or Advisor's policies. However, any instruction, request, order, authorization, or notice sent by Client via e-mail may not be effective or processed by Advisor; and Advisor shall not be responsible for any loss or damage arising from or as a result of any such item not being effective or processed.



# Investment Advisory Services

Lewiston-Altura ISD

10.29.2020

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# Why Ehlers?

- Only serve local governments, public agencies & special authorities
- Unique insight into best practices

**Public sector focus**



- Fiduciary responsibility to you alone
- Prioritized principles: safety, liquidity, yield

**Fiercely independent**



- Transparent AUM fee structure
- Hourly or flat-rate fees for other services

**Transparent pricing**



- Clients rely on a single team to navigate all facets of public finance
- Tailored Investment Solutions

**Fully integrated services**





# Fully Integrated Services





# About Ehlers' Investments

- SEC Registered Investment Adviser (est. 2007)
- More than \$1.5 billion Assets Under Management
- 145+ Clients & 250+ Separately Managed Accounts
- Focus = Client Focused Fixed Income Solutions
  - ✓ Bond proceeds
  - ✓ General cash assets
    - Cash Flow Forecasting
  - ✓ Banking Services RFPs



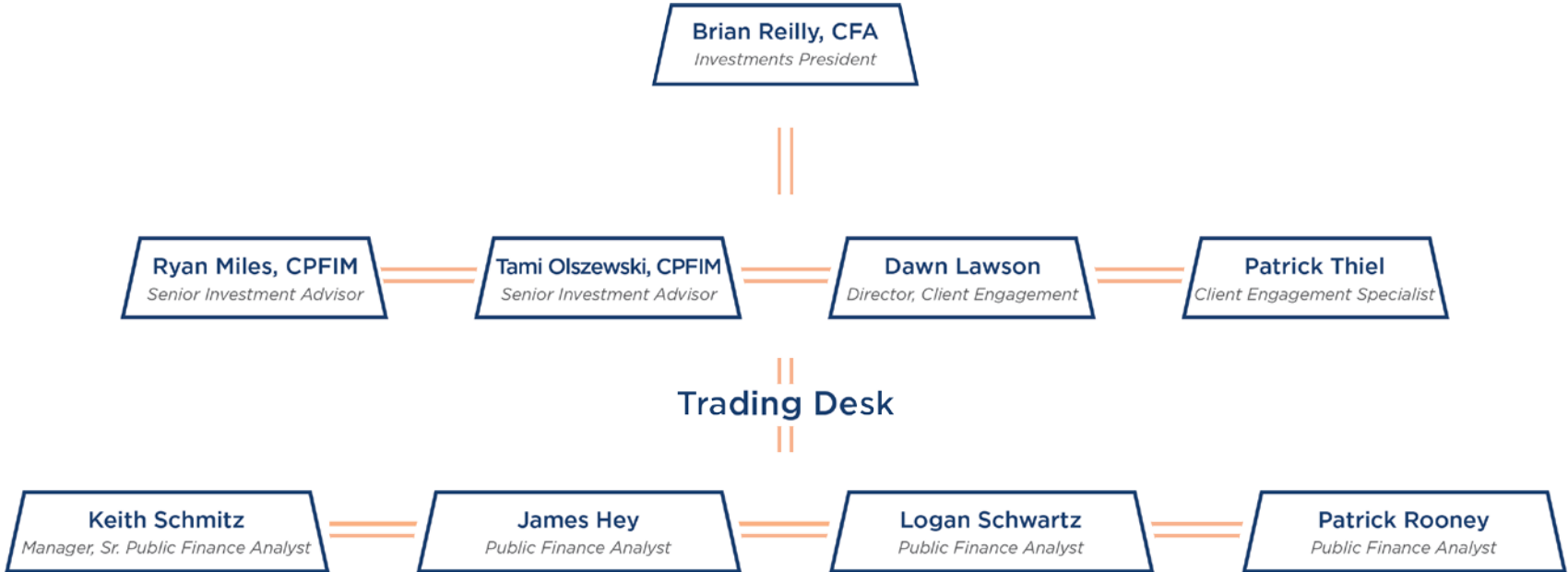
# Example MN School Investment Clients

Barnesville ISD 146  
Benson Public Schools ISD 777  
Bertha-Hewitt Public School ISD 786  
Brainerd Public Schools  
Chatfield Public Schools  
Cloquet ISD No 94  
Cochrane-Fountain City SD  
Crosby-Ironton ISD 182  
Dassel-Cokato ISD 466  
Eveleth-Gilbert ISD 2154  
Fairmont Area Schools ISD  
Faribault ISD 656  
Frazee-Vergas ISD 23  
Independent School District 531  
International Falls ISD  
Jackson County Central  
La Crescent-Hokah Public Schools ISD 300  
MACCRAY Public Schools  
Moorhead ISD 152

Mountain Iron-Buhl ISD 712  
New London-Spicer Schools  
Parkers Prairie Schools  
Pillager ISD 116  
Randolph Public School ISD 195  
Roseau Public Schools ISD 682  
Roseville ISD 623  
Round Lake Brewster ISD 2907  
Sauk Rapids-Rice ISD 47  
Sibley East Independent School District No. 2310  
St. Michael-Albertville, MN Independent SD 885  
Virginia ISD 706  
Wadena-Deer Creek ISD 2155  
Waubun-Omega-White Earth ISD 435  
White Bear Lake Area Schools ISD 624  
Willow River ISD No. 577  
Winona Public Schools  
Wrenshall Public School ISD 100  
Zumbrota-Mazeppa ISD 2805



# Ehlers' Investment Team



100+ years combined investments & treasury management experience



# Our Scope of Services

1



## ANALYSIS & DEVELOPMENT

Review current portfolios & policies

Complete credit analysis

Develop cash flow forecast

Draft new policies to align with community goals

Create investment strategies supporting cash flow needs

2



## IMPLEMENTATION

Build investment portfolio based on approved policy & analysis

Monitor portfolio performance

Rebalance & adjust asset mix (as needed)

Deliver monthly performance & benchmark reporting

3



## COMPLIANCE

Examine & adjust portfolio characteristics to maintain IRS, state statute & internal policy compliance

Collaborate with Ehlers' Arbitrage Consultants to:

- Develop Arbitrage strategy

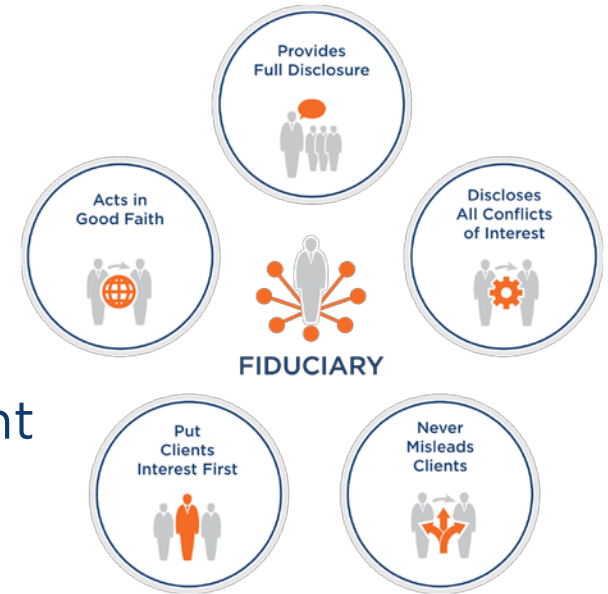
- Complete necessary reporting

- Conduct rebate analysis



# What is a Registered Investment Advisor?

- Your Investment Fiduciary
  - Duty of Loyalty
  - Duty of Care
  - Act in Your Best Interests
- Extension of your Finance Department
- Always Your Partner





# Broker/Dealers vs Investment Advisor

**Ehlers**  
Registered Investment Advisor  
Access to +500 Brokers/Dealers Inventory



**School  
District**



**Collaborate and Advise to  
Achieve Investment Strategy**

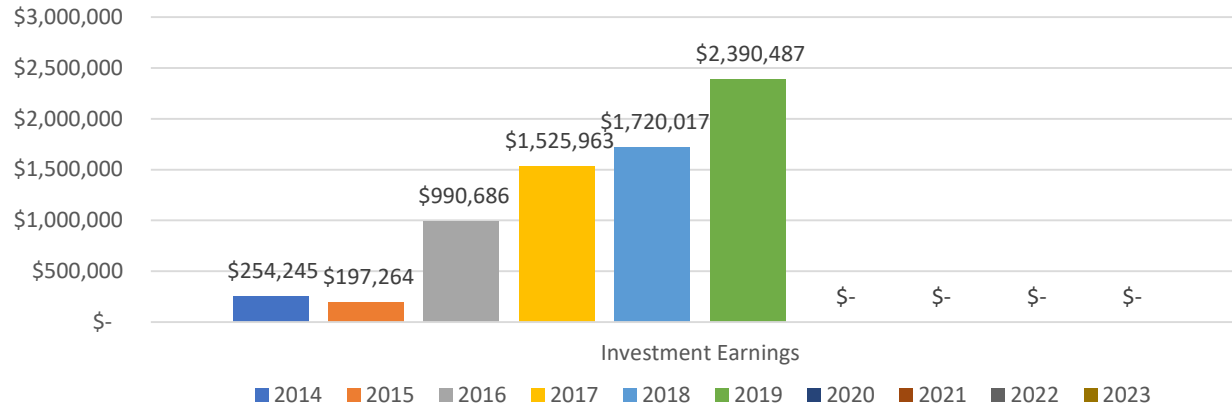




# Investment Portfolio Goals

1. Safety
2. Liquidity
3. Yield
4. Predictable and Reliable Source of Income

Example ISD Historical Interest Earnings





# Portfolio Overview and Strategy

At June 30, 2019, the District had no investments measured at fair value.

The deposits and investments are presented in the financial statements as follows:

Deposits	\$ 719,865
Minnesota School District Liquid Asset Fund Plus (MSDLAF+)	<u>2,561,255</u>
Total Cash and Investments	<u>\$ 3,281,120</u>
Cash and Investments - Statement of Net Position	\$ 3,181,849
Cash and Investments - Statement of Fiduciary Fund Net Position	<u>99,271</u>
Total Cash and Investments	<u>\$ 3,281,120</u>

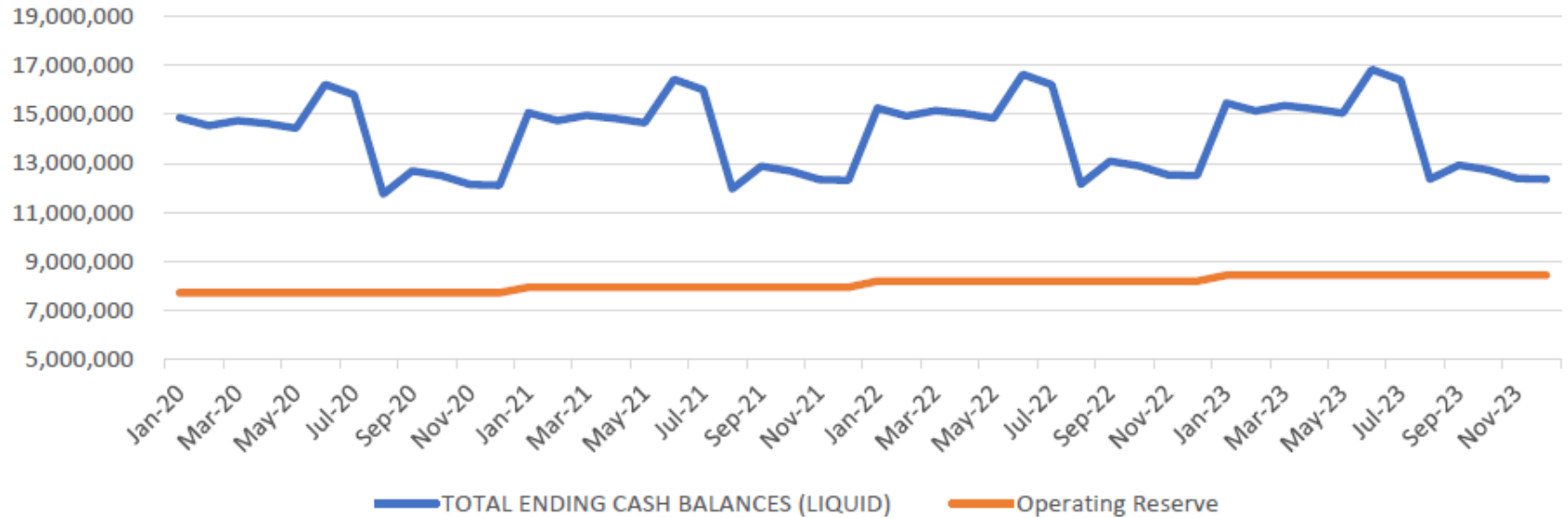
Long Term Investment Portfolio Objective

Cash and Cash Like Instruments



# Investment Strategy

## Cash Projection 2020 - 2023





# Portfolio Analysis & Reporting Tools

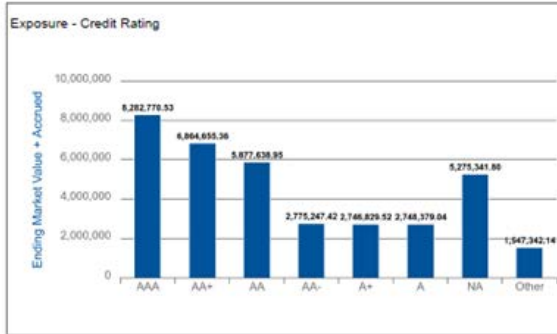


Risk Summary - Fixed Income

Sales Demo Account 1 (161815)

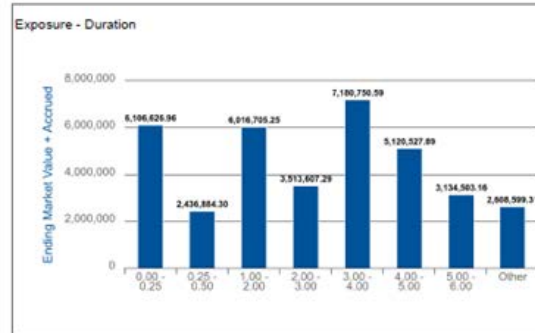
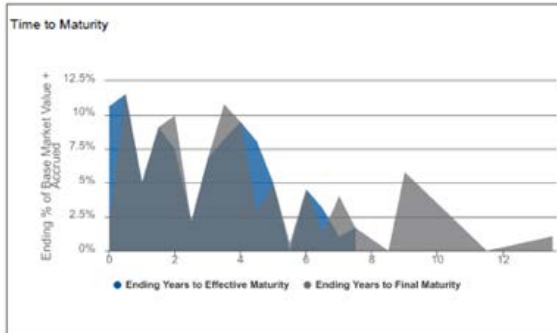
06/01/2020 - 06/21/2020

Dated: 06/22/2020



**Credit Duration Heat Map**

Rating	0-1	1-2	2-3	3-4	4-5	5-7	7-10	10-15	15-30
AAA	11.258%	3.727%	1.363%	3.744%	0.000%	2.940%	0.000%	0.000%	0.000%
AA	11.273%	5.037%	1.552%	6.953%	11.320%	6.827%	0.000%	0.000%	0.000%
A	1.124%	1.440%	4.655%	7.769%	1.666%	0.000%	0.000%	0.000%	0.000%
BBB	0.000%	2.644%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
BB	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
B	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
CCC	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
CC	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
C	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
NA	5.532%	3.610%	2.167%	1.416%	1.191%	0.700%	0.000%	0.000%	0.000%





# Ehlers' Investment Fees

- Typical fee based on average monthly assets under management
  - ✓ Billed monthly
  - ✓ Includes all meetings, travel expenses
  - ✓ All terms to be memorialized in Investment Advisory Agreement
- We charge NO other management, check writing, ACH or wire fees



# Portfolio Opportunities and Enhancements

- **Opportunity to Diversify Across Asset Classes within MN Statute 118A and Investment Policy**
- **Opportunity to Extend Portfolio Duration**
  - This will smooth out your interest earnings YOY and provide a predicable source of income
- **Opportunity to Utilize Investment Portfolio Accounting Software**
  - Forecast Investment Cash Flows, Monitor Credit Quality, Interest Rate Risks, YE reporting
- **Opportunity to hire a Registered Investment Advisor (Ehlers is a good choice)**
  - To establish and execute the District's investment strategy as your Fiduciary



# We look forward to working with you!

## Your Ehlers Advisory Team



**Ryan Miles, CPFIM**

Senior Investment Advisor  
[rmiles@ehlers-inc.com](mailto:rmiles@ehlers-inc.com)  
651.697.8590



**Patrick Thiel**

Client Engagement Specialist  
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**Jeff Seeley**

Senior Municipal Advisor  
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651.697.8585



**Independent School Dist. No. 857**  
**100 County Road 25**  
**Lewiston, MN 55952**  
**(507) 523-2191**

*Gwen Carman, Superintendent*  
*Cory Hanson, High School Principal • Dave Riebel, Elementary/Intermediate Principal*

**BACKGROUND:** The Families First Coronavirus Act (FFCRA) required employers to provide employees with paid sick leave or expanded family and medical leave for specified reasons related to COVID-19. These provisions expired December 31, 2020.

The Consolidated Appropriations Act 2021 did not extend a public employee's entitlement to FFCRA leave beyond December 31, 2020.

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**COVID-19 LEAVE PLAN For All Lewiston – Altura School District**  
**Employees: January 1, 2021 – March 31, 2021**

**This new leave plan will cover any absence from work that stems from a COVID-19 close contact exposure within our schools or as part of a work related activity.**

If an employee needs to be absent from work because of an exposure to COVID-19 during their work assignment (or a dependent child's exposure at L-A Schools) and s/he is unable to work from home, the employee will be paid her/his regular rate of pay for that day and not required to use sick, vacation or personal leave. Any substitute staff costs due to the absence will be paid by the school district.

Staff who have COVID-19 symptoms but are unaware of a direct contact with a positive case of COVID-19 follow normal sick leave policies. COVID-19 testing is encouraged but not required.

For all other COVID-19 related absences that stem from COVID-19 contacts outside of the Lewiston – Altura Schools work environment, staff need to utilize accrued sick leave if they are unable or not approved by his/her supervisor to work from home. After sick leave days are exhausted, the employee may use personal or vacation days. If the employee needs to be absent for days beyond the paid leave that has been earned, the employee will have payroll deductions.

The process to take this new leave is the same as any other Covid-19 related absence.

1. Contact our Safe and Healthy Schools Coordinator, Michelle MacPherson. Ms. MacPherson will help make the determination if the employee needs to stay home from work, seek medical advice, etc.
2. Communicate with your supervisor regarding your absence and whether working from home is an option for you, if you will need a substitute, etc. Teachers are required to prepare teaching plans for substitutes per the Master Agreement.
3. Teresa Grossell (Human Resources, 507-522-34020), will work with you to determine which type of leave you are eligible for and if there will be any impact on your compensation.



# Report to the School Board

January 11, 2021

By Elementary / Intermediate School Principal Dave Riebel

## GOAL 1: THE DISTRICT WILL STRIVE TO PROVIDE THE BEST EDUCATIONAL PROGRAMS.

- Excited and grateful to return:

On Wednesday, January 6, our PK-6 students and staff returned to our In person model with the hybrid safety protocols in place that we have had since the beginning of the school year. Students and staff alike noted that it definitely felt like the first day of school...again. There were speed bumps to overcome throughout the day and week, but as we have all year, staff worked to address and overcome.



- Distance Learners in K-6

The chart below indicates the percentage of students whose parents chose full time distance learning in November, prior to the distance learning for all and in our return to in person learning model on Jan. 6.

The “short term DL” column represents families that have either:

- chosen distance learning for their child, but are monitoring and planning to return to in-person.
- are in a quarantine situation for a short period of time.

	November Distance Learners	January Distance Learners	January Short Term DL
Elementary K-4	8%	11%	3%
Intermediate 5-6	15%	20%	4%
K-6 Total	12%	16%	3%

- Modified schedule for Distance Learners in Kindergarten – Grade 2

Our Elementary School staff made a purposeful adjustment to the schedule for Distance Learner students in our youngest grade levels. While we were in Distance Learning for all, our K-2 school staff responded to difficulties of having our youngest students maintain a full school day on a device. The teachers purposely set to adjusting their class schedules to shorten the time on screen each day for students in grades K-2. We hope that those efforts were beneficial to all distance learners.

As a staff, we also learned about our instruction during our time from September to November, the time when we were in person with students in the classroom as well as simultaneously having some distance learners online. Our staff learned that it is difficult to both maintain instruction and meaningful interaction with students who were live in class and those who are online in Distance Learning. Meeting the needs for an entire school day schedule is taxing for students, for teachers and for you as parents at home.

In order to address both of these difficult situations, Lewiston-Altura Elementary K-2 staff will begin January 6<sup>th</sup> with a modified schedule for Distance Learners. Our staff will be placing emphasis on reading and math instruction. We will be setting up for our Distance Learners to log onto class schedules for **only** instruction in math and language arts. We hope that this plan addresses the both the shortening of the online day for students and also lessens the difficulties of simultaneous live and online instruction and interaction.

## GOAL 2: THE DISTRICT WILL STRIVE TO HIRE, DEVELOP AND MAINTAIN THE BEST POSSIBLE STAFF.

- Thank you Michelle Marxhausen

A heartfelt thank you and best wishes go out to Michelle Marxhausen. Michelle has worked for 12 years in the Elementary office as administrative assistant, district special education liaison and district transportation scheduler. Michelle recently accepted a position outside of the district with her last day of Dec. 23. We wish Michelle all the best in her new endeavor.

- Welcome Linda Leibfried

Entering into the position vacated by Michelle will be Linda Leibfried. Linda has worked for many years in various positions at the Elementary School. Please join in welcoming Linda to the Elementary office administrative assistant and transportation scheduler.

- Jan. 4-5 work days

Staff utilized the work days required via executive order to prepare for the upcoming in person/hybrid instruction. All grade levels have some Distance Learners to prepare materials for disbursement to families.

### GOAL 3: THE DISTRICT WILL STRIVE TO MAINTAIN A POSITIVE EMOTIONAL AND SAFE CLIMATE FOR LEARNERS AND STAFF.

- Ten Days of Giving total.

Even though the pandemic had the effect of not allowing us to collect food while in school, the Elementary and Intermediate School still had a very impressive Ten Days of Giving drive. Our schools presented \$1,568 and a couple of boxes of non perishable food items to the Merchants Bank staff. Wow. Very impressive during these difficult times. Ms. Daley's class claimed the Golden Can at the Elementary with Mr. Stokke's class winning at the Intermediate.

- Dec. 21 Late Start

In an effort to assist with the social emotional well being of our entire staff, PK-6 site staff development purchased books entitled The Well-Balanced Teacher for staff members to read and discuss during the scheduled late start dates via a book study. Zoom meetings contained breakout sessions for staff to discuss the Ch. 1, The Importance of Balancing Stress and Ch. 2, Meeting our Most Basic Needs.

- First Day of School revisited

Every January, when returning from the holiday break, emphasis is placed on reviewing and re-emphasizing the processes and procedures with students to refresh the safety steps and expectations of our schools. Obviously, with the return to schools after our time in Distance Learning for all, this was a point of special emphasis for our students and staff. All safety protocols that were enacted at the beginning of the school year are still in place and utilized upon our return on Jan. 6.

- Next steps

We will begin to look at moving towards a return to regular processes over time. We have already determined a way for physical education classes to resume in the gym spaces at both the elementary and intermediate. We have the space in our begin to have our elementary music classes in the elementary cafeteria, but do not have the physical space for music classes at the intermediate.

### GOAL 4: THE DISTRICT WILL STRIVE TO MAINTAIN AND IMPROVE THE DISTRICT'S INFRASTRUCTURE.

Thank you to parents and students for the return of all school materials on January 4,5 and 6. The iPads, laptops, textbooks and supplies that were in use at the home classrooms now return to our school classrooms. We are hoping that they will stay for the remainder of the school year!



## **Independent School Dist. No. 857**

**100 County Road 25**

**Lewiston, MN 55952**

**(507) 523-2191**

*Gwen Carman, Superintendent*

*Dave Riebel, Elementary and Intermediate Principal*

*Cory Hanson, High School Principal*

### **Goal 1: The District will strive to provide the best possible educational programs.**

- Winter sports officially began on January 4. Good luck to our winter sports coaches and participants.
- A student support calendar has been created for the remainder of the school year with times for after school, late start mornings, and teacher planning days (Please see attached).
- Semester 1 courses wrap-up on January 21. Second semester classes begin January 26. We will be offering four college level courses second semester: concurrent education, concurrent world history, AP Stats, and CLEP Psychology.
- We have submitted syllabi for our REACH grant for SE Tech articulation approval. I will update when we have approval of courses/credits.
- We have received Perkins program approval for Tech and Business, and have submitted revisions to our ag program for review.
- Homecoming will run from 1/11/21 to 1/15/21. Winterfest will be running in early February as well.

### **Goal 2: The District will strive to hire, develop, and maintain the best possible staff.**

- Teachers are continuing to work on building PLC goals during planning days.
- We are working through observation round 2 for non-tenured teachers and track III for tenured teachers.

### **Goal 3: The District will strive to maintain a positive emotional and safe climate for learners and staff.**

- We are thankful that students were able to return in hybrid model starting on 1/6/21. We are hopeful to get to all students in person before the end of the school year.
- We held an early release schedule the day before winter break so that students had the opportunity to connect prior to break. We had seven students attend a work room and over half of our students attend a grade level offering.
- We began opening up priority groups during distance learning and ended up bringing in 12 students over the initial period, based upon IEP minutes, internet, and attendance.
- Brian has worked tirelessly to schedule, reschedule and now continue to revise game and practice schedules. All winter sports will be held at the high school to limit exposure at our other buildings. Thank you for transportation department and bus drivers for their help with the scheduling and rescheduling as well.

### **Goal 4: The District will strive to maintain and improve the district infrastructure.**

- We will begin distribution of 110 new devices over the week of 1/11/21.

## LAHS Student Support Opportunities

Staff will be available in addition to teacher contact to support students that need help on current or passed assignments.

Continuation of Student Support from December	New Student Support Opportunities	Student Support Color-Coded Calendar for the rest of 2020-21 School Year
After School Support Calendar	Before School Support (8:00 - 10:00)	January
<b>Quarter 2</b>	<b>Quarter 4</b> <a href="https://zoom.us/j/92036999480">https://zoom.us/j/92036999480</a>	1 2
Jan. 7	Apr. 13	Feb. 22 (Quarter 2)
Jan. 12	Apr. 15	Mar. 15 (Quarter 3)
Jan. 14	Apr. 22	May 17 (Quarter 4)
Jan. 19	Apr. 20	School Day Support (8:00 - 2:30)
<b>Quarter 3</b>	Apr. 27 <a href="https://zoom.us/j/92036999480">https://zoom.us/j/92036999480</a>	24 25 26 27 28 29 30
Feb. 2	Apr. 29	Feb. 15 (Quarter 3)
Feb. 4	May 4	Mar. 8 (Quarter 3)
Feb. 9	May 6	Mar. 26 (Quarter 3)
Feb. 11	May 11	Apr. 19 (Quarter 4)
Feb. 16	May 13	May 10 (Quarter 4)
Feb. 18	May 18	
Feb. 23	May 20	
Feb. 25	May 25	
Mar. 4	May 27	
Mar. 9		
Mar. 11		
Mar. 16		
Mar. 18		
Mar. 23		
Mar. 25		
Mar. 30		
After School Support Meeting Links		April
<a href="https://zoom.us/j/91583055561">7th-8th Grade Quarter 2 Link - https://zoom.us/j/91583055561</a>		1 2 3
<a href="https://zoom.us/j/91253828473">9th-12th Grade Quarter 2 Link - https://zoom.us/j/91253828473</a>		4 5 6 7 8 9 10
<a href="https://zoom.us/j/96309242830">7th/8th Quarter 3 Link - https://zoom.us/j/96309242830</a>		11 12 13 14 15 16 17
<a href="https://zoom.us/j/98908281243?pwd=RTlilMkd6akU2Szox3">9th-12th Grade Quarter 3 Link - https://zoom.us/j/98908281243?pwd=RTlilMkd6akU2Szox3</a>		18 19 20 21 22 23 24
		25 26 27 28 29 30
		May
		1
		2 3 4 5 6 7 8
		9 10 11 12 13 14 15
		16 17 18 19 20 21 22
		23 24 25 26 27 28 29
		30 31



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*Gwen Carman, Superintendent*  
*Cory Hanson, High School Principal • Dave Riebel, Elementary/Intermediate Principal*

## **Superintendent's Report to the School Board**

**January 11, 2021**

**Submitted by Gwen Carman**

### **Board Meeting Agenda Notes:**

- I hope that using BoardBook is working for you to more easily access our meeting agenda and attachments. Please let me know if you have any issues. We are also now using ZOOM as the remote meeting tool as it seems to be more consistently less confusing and we are more easily able to record the meetings and post them on our webpage.
- On the agenda is an Action Item that would enable the school district to enter an Investment Advisory Agreement with Ehlers Public Finance Advisors. If approved, then Ehlers staff would work with Business Manager Grossell and I on managing our cash flow, anticipating cash needs, anticipating revenue schedules and appropriate fund transfers, and recommending appropriate short-term investments so that the funds we have on hand can generate additional revenue for the school district. Our district has not had a financial advisor for this purpose, but many school districts do. While there is a fee for these services, it is my recommendation to approve the agreement as it very likely we will generate more revenue than the fees they charge. It is also extremely important to have these professional services to prevent any unanticipated fund shortages during the school year. We can end the Agreement at any time.

**Learning Model Changes January 6, 2021** Principal Riebel and Principal Hanson will provide updates from our first four days of having students and all staff back in our buildings since November 13<sup>th</sup>. I will just reinforce that it is so refreshing to have students back in classrooms with teachers. Of course, we will continue to be diligent and do all that we can to keep students and staff safe and healthy and in school. I strongly encourage our parents and community members continue to be diligent as well.

### **COVID-19 Misc Updates**

- 54 staff participated in the free COVID-19 testing on January 5<sup>th</sup>. This is optional and will be available every two weeks. The results are confidential.
- We are beginning to have discussions with Winona Public Health about the vaccination process for our staff. School Staff are in Priority Group 1b with all 'Essential Workers.' There will be additional information on how prioritization of this group will be addressed. Current timelines (which continue to evolve) are that 1<sup>st</sup> staff vaccinations may occur in March.
- Our Safe Planning Team continue to meet weekly and provide open and valuable input on the many facets of face to face, hybrid and distant learning.
- Activities Director Menk has been extremely busy with practice and game scheduling, enforcing healthy, safety and cleaning protocols, following up with communications and guidance from the MSHSL and our conference, scheduling transportation and more. Students in our winter sports began practicing January 4<sup>th</sup> and competitions will begin January 15<sup>th</sup>. Home and away events will be livestreamed.
- We have received additional masks for students and staff (white) and face shields for staff from the State. The most recent guidance 'strongly encourages' staff to wear a face shield with a mask when interacting with students, but they are not required.

**ANNUAL MSBA Leadership Conference** The **2021 MSBA Leadership Conference** will happen in a **virtual format** Thursday mornings – **January 14, January 21, and January 28, 2021**. The Leadership Conference is offered at no cost to your district, **but registration is necessary**. The conference will include workshops and roundtable sessions. Go to the [MSBA website](#) for more details.

The conference will feature two keynote speakers: Phyllis Braxton-Frierson and Dr. Phil Gore. **Braxton-Frierson** is the CEO and Founder of PINK Consulting, LLC, and has worked in the Diversity, Equity, and Inclusion (DEI) field for nearly 25 years. **Gore** is in his sixth year as Division Director for Board Development Services with the Texas Association of School Boards and is a nationally recognized researcher on school governance.

**MSBA’s Negotiations Seminars** help school leaders prepare for negotiations. Please let me know if you would like to be registered. **The Negotiations Seminars are presented in two parts. These seminars primarily focus on negotiations with teachers but are likely valuable for all Board members in the negotiations process.**

**Part 1** includes a “**Negotiations Overview,**” “**Legal Issues,**” and “**Hot Topics.**”

**Part 2** will feature “**ULA, Layoffs, and Nonrenewals,**” “**Words Matter,**” “**Costing Overview,**” and “**Costing Analytics.**”

***Choose from ONE of the following dates for PART 1:***

- 6:00 p.m. to 9:00 p.m. Wednesday, February 3, 2021
- 9:00 a.m. to noon Thursday, February 11, 2021
- 9:00 a.m. to noon Saturday, February 13, 2021

***Choose from ONE of the following dates for PART 2:***

- 9:00 a.m. to noon Thursday, February 25, 2021
- 9:00 a.m. to noon Saturday, February 27, 2021
- 6:00 p.m. to 9:00 p.m. Wednesday, March 3, 2021

**Mid-Year Superintendent Progress Report** In November, the Board approved a formal Superintendent Evaluation Process and Timeline. This included:

**January 2021**- Superintendent makes mid year progress report related to the goals and standards. School Board members receive the mid-year evaluation form, including the evaluation criteria.

**February 2021** – Board conducts mid-year superintendent evaluation (formative) – closed meeting. The School Board Chair leads the school board’s review of the superintendent’s performance. The school board seeks to reach consensus on the evaluation. The School Board Chair completes the evaluation form (narrative comments).

**March 2021** – At the next open meeting, the School Board summarizes its conclusions regarding the formative evaluation.

Therefore, in the upcoming week, I will be emailing you a Progress Report on my goals, and the Mid-Year Evaluation form for each of you to complete. Chair Brummer will collect and summarize them. At the February 8<sup>th</sup> Board meeting, we will have a closed session for you to discuss your mid-year evaluation with me.