

SHAKOPEE PUBLIC SCHOOLS



SCHOOL BOARD AGENDA





July 23, 2018
6:00 PM

1. CALL TO ORDER AND ROLL CALL - CHAIR SWANSON
2. PLEDGE OF ALLEGIANCE
3. WE ARE SHAKOPEE SCHOOLS - GOOD NEWS ITEMS
 3. 1. The Association of School Business Officials International Certificate of Excellence in Financial Reporting 9
4. CONSIDERATION OF AGENDA AS PRESENTED AND ADDITIONS
5. CONSENT ITEMS

5. 1. Personnel Items

5.1.1 Acceptance of Resignations

Last Name, First Name, Position, Location, Effective Date

Cappelli, Alyssa, Teacher, HP, Sun Path Elementary School, 6/01/2018

Turek, Connolly, Teacher, Physical Education, Red Oak Elementary School, 8/20/2018

Delarwelle, Kristi, Physical Therapist, District Wide, 6/01/2018

Hildebrandt, Sean, Teacher, Chemistry, High School, 6/01/2018

Kratz, Kelsey, Teacher, Grade 3, Sun Path Elementary School, 6/01/2018

Neri, Jessica, Program Support Assistant, Sweeney Elementary School, 5/31/2018

Schaefer, Carrie, Office Assistant, Red Oak Elementary School, 7/15/2018

Sonnentag, Karolyn, Teacher, Special Services , Pearson 6th Grade Center, 6/01/2018

Recommended Action

Accept the resignations and thank them for their service to the district as presented.

5.1.2 Approval of Certified Contracts for the 2018-19 School Year

Last Name, First Name, Position, Location, Grade, Step, FTE, Effective, Salary
Annual

Arvin, Betsi, Teacher, Grade 5, Jackson Elementary School, MA, 4, 1.0, 8/20/2018,
\$48,603.00

Benusa, Raisa, Teacher, English, High School, BA+10, 8, 1.0, 8/20/2018,
\$47,250.00

Bingham, Sarah, School Psychologist, High School, Spec/PhD, 23, 1.0, 8/20/2018, \$85,263.00

Drill-Mellum, Lucia, Teacher, Kindergarten, Jackson Elementary School, BA, 3, 1.0, 8/20/2018, \$39,440.00

Haas, Victoria, Guidance Counselor, High School, MA, 8, 1.0, 8/20/2018, \$53,950.00

Havens, Kristina, Teacher, Grade 1, Red Oak Elementary School, BA, 3, 1.0, 8/20/2018, \$39,440.00

Hilgers, Gentry, Teacher, Media Specialist, Eagle Creek/Red Oak Elementary School, Spec/PhD, 23, 1.0, 8/20/2018, \$85,263.00

Johnson, Alexandra, Teacher, Grade 3, Sun Path Elementary School, BA, 5, 1.0, 8/20/2018, \$41,671.00

Jovanovic, David, Teacher, Science, High School, BA+30, 4, 1.0, 8/20/2018, \$46,590.00

Lee, Pa, School Psychologist, West Middle School, Spec/PhD, 4, 1.0, 8/20/2018, \$56,651.00

Lichwa, Anna, Teacher, High School, High School, BA+30, 3, .80, 8/20/2018, \$36,245.60

Lokshin, Brandon, TOSA, Instructional Coach, Sweeney Elementary School, MA, 17, 1.0, 8/20/2018, \$67,025.00

Nicklin, Liza, Teacher, Special Services, High School, BA+30, 7, 1.0, 8/20/2018, \$50,437.00

Nimmer, Kelsey, Teacher, Grade 3, Sun Path Elementary School, BA, 7, 1.0, 8/20/2018, \$43,902.00

Nyberg, Kirsten, Teacher, Social Studies, High School, BA, 3, 1.0, 8/20/2018, \$39,440.00

Olson, Anna, Teacher, FACS, East Middle School, BA+10, 10, 1.0, 8/20/2018, \$49,005.00

Ostrom, Jaymee, Teacher, Physical Education, High School, BA, 7, 1.0, 8/20/2018, \$43,902.00

Rose, Lisa, Teacher, Reading Intervention, High School, BA+30, 4, 1.0, 8/20/2018, \$46,590.00

Rotert, Candace, School Nurse, District Wide, BA, 6, 1.0, 8/20/2018, \$42,787.00

Sammis, Laura, Teacher, Grade 2, Sun Path Elementary School, BA, 4, 1.0, 8/20/2018, \$40,556.00

Schweer, Kaitlyn, Teacher, Science, West Middle School, BA+20, 8, .80, 8/20/2018, \$39,590.40

Strobel, Becky, Teacher, Music Instrumental, East Middle School, BA, 7, 1.0, 8/20/2018, \$43,902.00

Suflita, Catherine, Teacher, Special Services, Eagle Creek Elementary School, BA, 7, 1.0, 8/20/2018, \$43,902.00

Wardlow, Patrice, Teacher, ECFE Parent Ed, Central Family Center, MA+30, 3, .398, 8/20/2018, \$21,146.54

Recommended Action

Approve certified contracts as presented.

5.1.3 Approval of DistrictWide Contract

Last Name, First Name, Position, Location, Salary, Effective

Zeimet, Edward, Building and Grounds Manager, District Wide, \$87,000,
7/16/2018

Recommended Action

Approve the districtwide contract as presented.

5.1.4 Approval of Assignment Changes

Last Name, First Name, Previous Position, New Position, FTE, Salary, Effective

Dittberner, Adam, Assistant Principal, TOSA-Dean, 1.0, \$73,731.00, 7/01/2018

Rolfsrud, Ford, Assistant Principal, TOSA-Dean, 1.0, \$79,315.00, 7/01/2018

Janke, John, Assistant Principal/Activities, Supervisor of Facilities and Activities,
1.0, \$100,000.00, 7/01/2018

Duehr, Elizabeth, TOSA - Academy Coach, 1.0 + 5 days, \$75,734.56, 7/01/2018

Ames, Jennifer, Youth Programs Coordinator, Community Partnerships Manager,
1.0, \$80,000.00, 7/01/2018

Recommended Action

Approve the assignment changes as presented.

5.1.5 Approval of Long Term Substitute Contract

Name LTS, Replacing, Position, Location, Approx. Dates, Grade/Step, Approx.

Days, FTE, Salary

Leroux, Karen, Busselman, Jennifer, Teacher, Grade 3, Sweeney Elementary

School, 8/27/2018 through approx. 9/30/2018, MA+30 Step 8, 24 days, 1.0,

\$329.64/day

Recommended Action

Approve the Long Term Substitute contract as presented.

5.1.6 Request for Leave of Absence

Kelly Wallace, Math Teacher at the High School, is requesting a leave of absence,
beginning approx. 11/01/2018 through approx. 3/29/2019.

Recommended Action

Approve the leave of absence as presented.

5.1.7 Request for Leave of Absence

Stephanie Blad-Kath, Teacher/Instructional Coach at Sweeney Elementary School,
is requesting a .40 FTE leave of absence, for the 2018-19 school year.

Recommended Action

Approve the leave of absence as presented.

5.1.8 Request for Leave of Absence

Charmin Erickson, Teacher, Grade 2 at Red Oak Elementary School, is requesting a

	.50 FTE leave of absence, for the 2018-19 school year.	
	Recommended Action	
	Approve the leave of absence as presented.	
5. 2.	Approval of Minutes of the School Board Meeting	11
	Recommended Action	
	Approve the minutes of the School Board Business Meeting held on June 25, 2018.	
5. 3.	Consideration of Bills and Authorization to Pay Same	
	Recommended Action	
	Approve the bills and authorize to pay same as presented.	
5. 4.	Approval of Wires Report	19
	Recommended Action	
	Approve the wires report as presented.	
5. 5.	Approval of 2018-19 Student Handbooks	20
	Recommended Action	
	Approve the 2018-19 Student Handbooks as presented.	
5. 6.	Approval of 2018-19 MSHSL Membership	132
	Recommended Action	
	Approve the 2018-19 Minnesota State High School League Membership as presented.	
5. 7.	2018-19 YMCA Pre-School Agreement	136
	Recommended Action	
	Approve the 2018-19 YMCA Pre-School Contract as presented.	
6.	OLD BUSINESS DISCUSSION ITEMS	
6. 1.	E-Learning Days Update	152
	Int. Superintendent Gary Anger and Director of Instructional Technology Bryan Drozd will present an update regarding the planning for the district's implementation of E-Learning Days, including the introduction of Shakopee's own Connected Learning Days (CoLD). Early drafts of the materials generated by the district staff E-Learning committee will be shared.	
	Presenter: Int. Superintendent Gary Anger and Director of Instructional Technology Bryan Drozd	
	Time: 10 minutes	
7.	OLD BUSINESS ACTION ITEMS	
7. 1.	Change Order #21 for the Shakopee High School Additions and Renovations Project	160
	Change Order #21 for the Shakopee High School Additions and Renovations Project in the amount of \$121,502.73 is presented for approval.	
	Recommended Action	
	Approve Change Order #21 as presented.	
	Presenter: Ekalath Sophaphanh, ICS Consulting	

Time: 5 minutes

7. 2. District Facility Fees Guidelines 162

Int. Superintendent Gary Anger will present an update to the district facility fees guidelines for board approval.

Recommended Action

Approve the update to district facility fees as presented.

Presenter: Int. Superintendent Gary Anger

Time: 5 minutes

7. 3. Transportation Revised Contract for the 2018-19 and 2019-20 School Years 163

Director of Finance and Operations Jeff Priess will present the revised transportation rates with Palmer Bus Service of Shakopee for the 2018-19 and 2019-20 school years.

Recommended Action

Approve the revised transportation contract with Palmer Bus Service of Shakopee for the 2018-19 and 2019-20 school years as presented.

Presenter: Director of Finance and Operations Jeff Priess

Time: 10 minutes

7. 4. Approval of the 2018-19 Student Walking Distance Guidelines

Due to the new grade configuration beginning the 2018-19 school year, Director of Finance and Operations Jeff Priess will present a recommendation for the 2018-19 student walking distance guidelines for board approval. It is important to note that these distances remain unchanged from the 2017-18 school year, but may need to be reviewed in the future due to implications on the district budget. Minnesota State Statute 123B.88 requires transportation for students living two miles or more from school.

Below are the recommendation distances for the 2018-19 school year:

K-5th grade students - 1/2 mile

6-8th grade students - 1 mile

9th grade students - 1 mile

10-12th grade students - 2 miles

Recommended Action

Approve the walking distance guidelines for the 2018-19 school year as presented.

Presenter: Director of Finance and Operations Jeff Priess

Time: 5 minutes

7. 5. TIES Reorganization and Definitive Agreements 169

Director of Finance and Operations Jeff Priess will present a resolution ratifying and approving the TIES Reorganization and Definitive Agreements for Board approval.

Recommended Action

Approve, authorize and ratify the TIES reorganization and definitive agreements as presented.

Presenter: Director of Finance and Operations Jeff Priess

Time: 5 minutes

7. 6. Long Term Facilities Maintenance Revenue (LTFM) 197

Director of Finance and Operations Jeff Priess will present the district's Long Term Facilities Maintenance 10-year Plan for review and approval.

Recommended Action

Approve the district's long-term facility maintenance 10-year plan for its facilities for the 2019-20 school year in the amount of \$2,322,500 as presented.

7. 7. Long Term Facilities Maintenance Revenue (LTFM) for SouthWest Metro District #288 203

Director of Finance and Operations Jeff Priess will present a board resolution to accept and approve SouthWest Metro Dist. 288's Long Term Facility Maintenance Ten Year Plan and authorize the inclusion of the proportionate share of revenue in the ISD #720 application.

Recommended Action

Approve the SouthWest Metro District #288 Long Term Facility Maintenance Ten Year Plan and authorize the inclusion of the proportionate share of revenue in the ISD #720 application as presented.

Presenter: Director of Finance and Operations Jeff Priess

Time: 10 minutes

7. 8. District Policy Updates 207

Policy Committee Chair Reggie Bowerman will present the following policies for 2nd Reading:

303 Superintendent Selection

405 Veteran's Preference

425 Staff Development

515 Protection and Privacy of Pupil Records

601 Goals and Objectives of the Educational Program

604 Instructional Curriculum

607 Organization of Grade Levels

609 Religion

612.1 Development of Parent and Family Engagement Policies for Title I Programs

701 Establishment and Adoption of School District Budget

805 Waste Reduction and Recycling

Recommended Action

Accept the school district policies for 2nd reading and final approval as presented.

Presenter: Policy Committee Chair Reggie Bowerman

Time: 5 minutes

7. 9. New Superintendent Contract for Gary Anger 280

Personnel Chair Matt McKeand will present a contract for Gary Anger for the 2018-19 and 2019-20 school years along with a title change to Superintendent of Schools.

Recommended Action

WHEREAS, Independent School District No. 720 has entered into a contract with

Gary Anger to be Interim Superintendent at Shakopee Public Schools for the 2017-18 and 2018-19 school years; and WHEREAS, the School Board has just completed its evaluation of Interim Superintendent Anger for the 2017-18 school year; and WHEREAS, the School Board's evaluation of Interim Superintendent Anger was positive and affirming; and WHEREAS, the School Board wishes to offer Interim Superintendent Anger an additional contract year and replace his current title of Interim Superintendent to that of Superintendent commencing July 1, 2018.

NOW, THEREFORE, BE IT RESOLVED, by the School Board of Independent School District No. 720, that Gary Anger be hired as Superintendent with an effective date of July 1, 2018; and that the School Board approve the attached contract for the 2018-19 and 2019-20 school years and replace all previous contracts between Independent School District No. 720 and Gary Anger.

*NOTE: The salary for the 2019-20 School Year has been corrected FROM \$196,000 TO \$193,000.

Presenter: Personnel Chair Matt McKeand

Time: 10 minutes

8. NEW BUSINESS DISCUSSION ITEMS

8. 1. Projected Enrollment for the 2018-19 School Year Update 287

Int. Superintendent Gary Anger will present an overview of the early projected enrollment for the 2018-19 school year.

Presenter: Int. Superintendent Gary Anger

Time: 5 minutes

9. NEW BUSINESS ACTION ITEMS

10. OTHER

11. COMMITTEE REPORTS

12. RECOGNITION OF VISITORS TO BOARD MEETING

13. UPCOMING MEETINGS AND IMPORTANT DATES 288

July 25, 2018 5:00PM BOC DO Board Room

July 31-August 14, 2018 School Board Filing Period Superintendent's Office

August 13, 2018 5:00PM Personnel Committee Meeting DO Room 202

August 13, 2018 6:00PM School Board Learning Session DO Board Room

August 15, 2018 5:00PM BOC DO Board Room

August 27, 2018 6:00PM School Board Business Meeting DO Board Room

August 28, 2018 5:00PM Community Designation Event Shakopee High School

August 29, 2018 5:00PM BOC DO Board Room

August 30, 2018 Districtwide Welcome Back-to-School for Staff

14. ADJOURNMENT

Contact: Susan Lambert
866.682.2729 x7067
slambert@asbointl.org

School District Awarded for Outstanding Financial Reporting

Reston, VA – 2017 – The Association of School Business Officials International (ASBO) is pleased to award Shakopee Public School District with the Certificate of Excellence in Financial Reporting (COE). ASBO International's COE recognizes districts that have met the program's high standards for financial reporting and accountability. The school district earned the Certificate of Excellence for its Comprehensive Annual Financial Report (CAFR) for the fiscal year ended 2017.

"The COE's mission is to promote and recognize excellence in financial reporting, specifically through a district's CAFR," ASBO International Executive Director John Musso says. "The CAFR informs parents and other stakeholders about the financial and economic state of the district, making it an important communications tool for building trust and engaging with the school community."

By participating in the COE program, school districts demonstrate their commitment to financial transparency. Applicants submit their CAFR for review by a team of professional auditors, who provide feedback to improve future documents. If the CAFR meets the requirements of the program, the document may receive the Certificate of Excellence. A district's participation in the COE program can facilitate bond rating and continuing bond disclosure processes.

The COE is proudly sponsored by ASBO International Strategic Partner VALIC, a division of the American International Group, Inc. (AIG). Learn more about ASBO's COE program at asbointl.org/COE.

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About ASBO International

Founded in 1910, the Association of School Business Officials International (ASBO) is a nonprofit organization that, through its members and affiliates, represents approximately 30,000 school business professionals worldwide. ASBO International is committed to providing programs, services, and a global network that promote the highest standards in school business. Its members support student achievement through effective resource management in various areas ranging from finance and operations to food services and transportation. Learn more at asbointl.org.

About VALIC

Sponsored by VALIC, the Certificate of Excellence (COE) award confirms the school business office's commitment to financial accountability and transparency. Recognition through the COE program can help strengthen a district's presentation for bond issuance statements and promotes high quality financial reporting.

For more than half a century, VALIC has served as a leading retirement plan provider for K-12 schools and school districts, healthcare, higher education, government, and other not-for-profit institutions. VALIC, the group retirement division at AIG, has more than \$89 billion of client assets as of June 30, 2017 and manages plans for 19,000 employers serving approximately 1.8 million participants. VALIC represents The Variable Annuity Life Insurance Company and its subsidiaries, VALIC Financial Advisors, Inc. and VALIC Retirement Services Company. Additional information about VALIC can be found at <http://www.valic.com>.



ASSOCIATION OF
SCHOOL BUSINESS OFFICIALS
INTERNATIONAL

The Certificate of Excellence in Financial Reporting
is presented to

Shakopee Public School District

**for its Comprehensive Annual Financial Report (CAFR)
for the Fiscal Year Ended June 30, 2017**

The CAFR has been reviewed and met or exceeded
ASBO International's Certificate of Excellence standards.



A handwritten signature in black ink, reading 'Charles E. Peterson, Jr.'.

Charles E. Peterson, Jr., SFO, RSBA, MBA
President

A handwritten signature in black ink, reading 'John D. Musso'.

John D. Musso, CAE
Executive Director

Minutes of School Board Regular Business Meeting

School Board Shakopee Public Schools

A School Board Regular Business Meeting of the School Board of Shakopee Public Schools was held Monday, June 25, 2018, beginning at 6:00 PM in the District Office Board Room, 1200 Town Square, Shakopee, MN 55379.

1. CALL TO ORDER AND ROLL CALL - CHAIR SWANSON

PRESENT: Bowerman, Hallett, McKeand, Pass, Tomczik and Swanson

ABSENT:

2. PLEDGE OF ALLEGIANCE

3. WE ARE SHAKOPEE SCHOOLS - GOOD NEWS ITEMS

3. 1. Recognition of Destination Imagination 2018 Globals Competition Teams

*Puntacular Phoenixes Elementary Level

Fine Arts Challenge, Change of Tune Students on team:

Rishika Anasuri

Aditya Chandrashekar

Lindley Johnson

Joseph Ong

Anirudh Pulavarthi

Everett Sorah

Team Manager Joan Johnson

Team Manager Sudha Harapanahalli

*Flip the Switch Middle Level

Engineering Challenge, Treasure Students on team:

Smrithi Arunkumar

Janani Karthick

Libby Hendrickson

Agrim Joshi

Paige Leary

Carter Smith

Team Manager Lisa Leary

3. 2. Recognition of State Level Competitors

*State Speech

Himani Joshi

Coach Katie Wilson

*Adaptive Softball

Ryan Kong

Johnny Phonphilboun

Drew Hennen

Isaiah Peterson

Micah Olson
Coach Julie Phillips

*Girls Golf
Sam Guckeen
Coach Jon Miller

*Softball
Lydia Berens
Kallie Erdmann
Ashley Marchessault
Kassidy Alger
Payton Marker
Reese Holzhueter
Sydney Theis
Joie Fittante
Kelsey Krieg
Mackenzie Doering
Ashley Herold
Cortney Hokanson
Kayla Hokanson
Shelby Zander
Maddison Block
Kayla Ruud
Allyson Leininger
Lauren Lindahl
Emily Sherry
Coach Joe Fittante

*Girls Track & Field
Abby Edgar
Jayda Becker
Allie Handt
Mya Rachel
Annika Willmert
Coach Emily Siegmeier

*Boys Track & Field
Nick Olfert
Elijah Ofori
Montez Hinton
Ashton Schriever
Bryce Janke
Jacob Nesburg
Michael Watts
Coach Zach Haskins

3. 3. Academies of Shakopee Academy Champions
Interim Superintendent Gary Anger presented Scott County, as represented by Gary Shelton, and the City of Shakopee, as represented by Bill Reynolds, as The Scott County and City of Shakopee Academy of Human Services Academy Champions.

4. CONSIDERATION OF AGENDA AS PRESENTED AND ADDITIONS

Bowerman/Tucker moved to approve the agenda as presented; motion passed unanimously.

5. ADJOURN TO CLOSED SESSION

At 6:20PM, McKeand/Tomczik moved to enter Closed Session. Pursuant to Minnesota Statute 13D.05 Subd.3 (a) A public body may close a meeting to evaluate the performance of an individual who is subject to its authority. The public body shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the public body shall summarize its conclusions regarding the evaluation.

5. 1. Evaluation of Interim Superintendent Gary Anger

6. ADJOURN TO OPEN SESSION

At 7:35PM, moved to return from Closed Session back to Open Session.

7. CONSENT ITEMS

McKeand/Tucker moved to approve the Consent Agenda as presented; motion passed unanimously.

7. 1. Personnel Items

7.1.1 Acceptance of Retirement

Last Name, First Name, Position, Location, Effective Date

Boom, Carol, Attendance Secretary, West Junior High School, 6/14/2018

Recommended Action

Accepted the retirement and thanked them for their service to the district as presented.

7.1.2 Acceptance of Resignations

Last Name, First Name, Position, Location, Effective Date

Benz, Jeremy, Head Custodian, West Junior High School, 7/09/2018

Buck, Brandon, Technology Assistant, East Junior High School, 6/21/2018

Chavez, Karla, Cultural Liaison, Central Family Center, 6/01/2018

Hainline, Amanda, Assistant Principal, East Junior High School, 6/30/2018

Johnson, Lucenia, School Nurse, East/West Junior High School, 6/01/2018

Kirkland, Alyssa, Program Support Assistant, Jackson Elementary School, 6/14/2018

Mahal, John, Assistant Principal, Sweeney Elementary School, 6/30/2018

Mulsoff, Katlin, Teacher, Grade 3, Sun Path Elementary School, 6/01/2018

Valiant, Lavonne, School Nurse, Sun Path Elementary School, 6/01/2018

Westbrook, Erin, Teacher, Grade 5, Jackson Elementary School, 6/01/2018

Recommended Action

Accepted the resignations and thanked them for their service to the district as presented.

7.1.3 Approval of NonRenewal of Teaching Contracts

The district is recommending the nonrenewal of the teaching contracts listed below.

Last Name, First Name, Position, Location, Effective

Lane, Laura, Teacher, Technology Education, West Junior High School, 6/01/2018

Anderson, Nelson, Teacher, Special Services, West Junior High School, 6/01/2018

Rink, Derrick, Teacher, Chemistry, High School, 6/01/2018

Rotegard, Dustin, Teacher, Special Services, High School, 6/01/2018

Smith, Alissa, Teacher, Art, West Junior High School, 6/01/2018

Voltin, Jesse, Teacher, Physics, High School, 6/01/2018

Kathan, Megan, Teacher, Special Services, West Junior High School, 6/01/2018

Recommended Action

Approved the nonrenewal of teaching contracts above. The contracts will not be renewed at the

close of the current 2017-18 school year as presented.

7.1.4 Reduction of District Volunteer Program Coordinator Position

Due to a reduction in District Budget, the position of a Volunteer Program Coordinator must be reduced, effective 6/30/2018.

Recommended Action

Reduced the District Volunteer Coordinator position effective 6/30/2018. The contract for Sonia Hellerud will not be renewed at the close of the current 2017-18 fiscal year as presented.

7.1.5 Approval of Certified Contracts for the 2017-18 School Year

Last Name, First Name, Position, Location, Grade, Step, FTE, Effective, Salary Annual

Anderson, Britnee, Teacher, FACS, High School, BA, 11, 1.0, 8/20/2018, \$45,012.00

Apfelbach, Carolyn, Physical Therapist, District Wide, Spec/PhD, 4, 1.0, 8/20/2018, \$56,651.00

Bristor, Melanie, Teacher, Chemistry, High School, MA, 14, 1.0, 8/20/2018, \$63,355.00

David, Paula, Teacher, Grade 4, Red Oak Elementary School, BA, 3, 1.0, 8/20/2018, \$39,440.00

Hoehn, Benjamin, Teacher, Band, High School, MA, 21, .60, 8/20/2018, \$42,364.00

Lande, Krista, Teacher, Special Services, Eagle Creek Elementary School, BA, 3, 1.0, 8/20/2018, \$39,440.00

Reina, Erica, School Social Worker, Eagle Creek Elementary School, MA, 4, 1.0, 8/20/2018, \$48,603.00

Selvaag, Catherine, Teacher, Chemistry, High School, MA, 3, 1.0, 8/20/2018, \$47,263.00

Siebenahler, Callon, Teacher, Business, High School, BA + 10, 15, 1.0, 8/20/2018, \$49,555.00

Sundblad, Michael, Teacher, Technology Education, West Junior High School, MA + 30, 22, 1.0, 8/20/2018, \$80,766.00

Tomita, Sanae, Teacher, Japanese, High School, MA + 30, 9, .60, 8/20/2018, \$37,293.60

Turek, Connolly, Teacher, Physical Education, Red Oak Elementary School, BA, 3, .73, 8/20/2018, \$28,797.00

Recommended Action

Approved certified contracts as presented.

7.1.6 Approval of Principal Contract

Last Name, First Name, Position, Location, Effective, Salary

Ward, Kristiana, Central Family Center & Equity Programming Principal, 7/02/2018, \$121,130.00

Recommended Action

Approved the contract for Kristi Ward as presented.

7.1.7 Approval of Assignment Changes

Last Name, First Name, Previous Position, New Position, FTE, Salary, Effective

Betley, Stephanie, Teacher, Special Services, Special Services Supervisor, 1.0, \$90,000.00, 7/01/2018

Boots, Gina, Special Service Coordinator, Special Services Supervisor, 1.0, \$90,000.00, 7/01/2018

Cole, Robert, Technology Assistant, Theater Manager, 1.0, \$67,500.00, 7/01/2018

Holm, Amanda, Technology Assistant, Technology Support, 1.0, \$60,000.00, 7/01/2018

Doyle, Tamera, Assistant Principal, TOSA-Dean, 1.0, \$89,700.00, 7/01/2018

Cox, Edward, Teaching & Learning Supervisor, Assistant Principal, 1.0, \$111,300.00, 7/01/2018

Orchard, Peter, Assistant Principal, TOSA-Dean, 1.0, \$68,465.00, 7/01/2018

Larson, Jason, Assistant Principal, Teacher, Science, 1.0, \$77,829.00, 7/01/2018

Young, Joel, Assistant Principal, TOSA, Dean, 1.0, \$82,434.00, 7/01/2018

Recommended Action

Approved the assignment changes as presented.

7.1.8 Request for UnPaid Childcare Leave of Absence

Jacinta Thompson, teacher at West Middle School, is requesting an unpaid childcare leave of absence following her FMLA leave, for the entire 2018-19 school year.

Recommended Action

Approved the unpaid childcare leave of absence as presented.

7. 2. Approval of Minutes of the School Board Meetings

Recommended Action

Approved the minutes of the School Board Business Meeting held on May 21, 2018, School Board Special Business held on June 11, 2018 and School Board Learning Session held on June 11, 2018 as presented.

7. 3. Consideration of Bills and Authorization to Pay Same

Recommended Action

Approved the bills and authorize to pay same as presented.

7. 4. Approval of Wire Report

Recommended Action

Approved the wire report as presented.

7. 5. Annual School District Population Estimate Resolution

Recommended Action

Approved the Annual School District Population Estimate Resolution as presented.

7. 6. Approval of Apple Leases

Recommended Action

Approved the resolutions approving and authorizing the execution of schedule No. PUB17759 to the governmental lease purchase master agreement dated May 15, 2014, and supplements thereto and related documents and certificates as presented.

7. 7. Authorization for Sale of Obsolete Equipment

Director of Instructional Technology Bryan Drozd is requesting authorization for sale of obsolete technology equipment.

Recommended Action

Per School District Policy 802, authorized the sale of obsolete technology equipment (approximately 200 MacBooks with an estimated value of \$40,000 and approximately 400 iPads with an estimated value of \$20,000) as presented.

8. OLD BUSINESS DISCUSSION ITEMS

8. 1. Construction Update

Ekalath Sophaphanh, ICS Consulting, presented a construction update for Shakopee High School along with the south site.

9. OLD BUSINESS ACTION ITEMS

9. 1. Academies of Shakopee Academy Champions

Following the presentation of appreciation to Scott County and the City of Shakopee for their continued support of the students and families of the Shakopee School District which was made earlier in the meeting, Interim Superintendent Gary Anger recommended naming Scott County and the City of Shakopee as the Academy of Human Services Academy Champions.

Recommended Action

Hallett/Bowerman moved to approve Scott County and the City of Shakopee as the Scott County and

the City of Shakopee Academy of Human Services Academy Champions as presented and thanked them for their support of the students, families of the Shakopee Schools and the entire Shakopee community; motion passed unanimously.

9. 2. Ford Next Generation Learning Phase 4 Agreement

Interim Superintendent Gary Anger presented the Ford NGL Phase IV Agreement for board review and approval.

The outcomes of Phase 4 Implement are:

1. Strengthen the community-wide capacity to implement and continuously improve the master plan
2. Implement the systems, structures, processes, and competencies to support and sustain continuous improvement, with all key individuals and groups engaged.
3. Inspire, share, and contribute to the Ford NGL network

The Ford Next Generation Learning Team will provide the following services and deliverables as part of Phase 4:

1. Four visits to the district: two in Year 1 and two in Year 2
2. Virtual support in Year 1 and Year 2
3. Virtual Meetings in Year 1 and Year 2 (bi-weekly or as needed)
4. Design and facilitation support for the annual retreats
5. Ongoing mentoring and onboarding support for the steering committee, succession planning, and sustainability
6. Consultation as needed to support the community-driven transformation
7. Access to network learnings and innovations around the community-driven transformation model

Recommended Action

Tucker/McKeand moved to approve the Ford NGL Phase 4: Implement Agreement with the Henry Ford Learning Institute for the fee of \$24,000 for the 2018-19 school year and \$24,000 for the 2019-20 school year as presented; motion passed unanimously.

9. 3. Approval of Shakopee High School Master Schedule Recommendation beginning 2019-20 School Year

At the June 11, 2018 School Board Learning Session, the board received the High School Master Schedule Task Force's recommendation regarding a schedule to begin the 2019-20 School Year.

Recommended Action

McKeand/Pass moved to accept the High School Master Schedule Task Force recommendation to adopt the traditional 4x4 block schedule for the Academies of Shakopee High School beginning with the 2019-2020 school year as presented; motion passed unanimously.

9. 4. Negotiations Update

Director of Human Resources Keith Gray presented a summary of a tentative agreement with district principals.

Recommended Action

McKeand/Hallett moved to approve the agreement with district principals as presented; motion passed unanimously.

9. 5. Approval of 2018-19 School District Budget

Director of Finance Jeff Priess presented the 2018-19 School District Budget for final approval.

Recommended Action

Tucker/Pass moved to approve the 2018-19 School District Budget as presented; motion passed unanimously.

9. 6. Change Order #19 for the Shakopee High School Additions and Renovations Project
Change Order #19 for the Shakopee High School Additions and Renovations Project in the amount of \$104,728.85 is presented for approval.

Recommended Action

McKeand/Bowerman moved to approve Change Order #19 as presented; motion passed unanimously.

9. 7. Change Order #20 for the Shakopee High School Additions and Renovations Project
Change Order #20 for the Shakopee High School Additions and Renovations Project in the amount of \$164,375.08 is presented for approval.

Recommended Action

Bowerman/Tucker moved to approve Change Order #20 as presented; motion passed unanimously.

9. 8. Change Order #4 Low Voltage Phase I

Change Order #4 for the Shakopee High School Low Voltage Phase I Project in the amount of \$7,233.85 is presented for approval.

Recommended Action

Hallett/McKeand moved to approve Change Order #4 as presented; motion passed unanimously.

10. NEW BUSINESS DISCUSSION ITEMS

10. 1. Evaluation Summary for Interim Superintendent Gary Anger

School Board Personnel Committee Chair Matt McKeand presented a summary of its conclusions regarding the evaluation for Interim Superintendent Gary Anger.

11. NEW BUSINESS ACTION ITEMS

11. 1. District Policy Updates

Policy Committee Chair Reggie Bowerman will present the following for 1st Reading:

303 Superintendent Selection

405 Veteran's Preference

414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse

425 Staff Development

509 Enrollment of Nonresident Students

515 Protection and Privacy of Pupil Records

524 Internet Acceptable Use and Safety Policy

525 Violence Prevention Applicable to Students and Staff

601 Goals and Objectives of the Educational Program

604 Instructional Curriculum

607 Organization of Grade Levels

609 Religion

612.1 Development of Parent and Family Engagement Policies for Title I Programs

614 School District Testing Plan and Procedure

701 Establishment and Adoption of School District Budget

805 Waste Reduction and Recycling

903 Visitors to School District Buildings and Sites

Recommended Action

McKeand/Hallett moved to accept the school district policies for 1st reading as presented; motion passed unanimously.

11. 2. November 6, 2018 General Election Resolutions

The following resolutions relating to the November 6, 2018 General Election were presented for

Board review and approval.

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

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

2. The general election is hereby called and directed to be held in conjunction with the state general election on Tuesday, the 6th day of November, 2018

*see attached resolution for complete motion

*Resolution Establishing Dates for Filing Affidavits of Candidacy

1. The period for filing affidavits of candidacy for the office of school board member of Independent School District No. 720 shall begin on July 31, 2018 and shall close on August 14, 2018. An affidavit of candidacy must be filed in the office of the school district clerk and the \$2 filing fee paid prior to 5:00 o'clock p.m. on August 14, 2018

*see attached resolution for complete motion

Recommended Action

Tomczik/Pass moved to approve the Resolution Relating to Election of School Board Members and Calling the School District General Election which includes the Notice of General Election and the Resolution Establishing Dates for Filing Affidavits of Candidacy as presented; motion passed unanimously.

11. 3. Date Change for November School Board Business Meeting

A request for the date for the November School Board Business meeting was presented to move from November 12, 2018 (Veteran's Day) to November 13, 2018 (accommodate Election canvassing).

Recommended Action

McKeand/Pass moved to adjust the November 12, 2018 School Board Business Meeting to November 13, 2018 as presented; motion passed unanimously.

11. 4. Approval of NonRenewal of Coaching Contract

Human Resources Director Keith Gray and Interim Superintendent Gary Anger presented a recommendation to the board for their review and approval for the nonrenewal of the coaching contract listed below.

Recommended Action

McKeand/Tucker moved pursuant to Minnesota Statutes Section 122A.33, the coaching contract of Bruce Kugath as Head Varsity Boys Basketball Coach will not be renewed at the close of the current 2017-18 school year as presented; motion passed.

12. OTHER

13. COMMITTEE REPORTS

14. RECOGNITION OF VISITORS TO BOARD MEETING

15. UPCOMING MEETINGS AND IMPORTANT DATES

June 27, 2018	5:00PM	BOC	DO Board Room
July 9, 2018	5:00PM	School Board Retreat	DO Board Room
July 11, 2018	5:00PM	BOC	DO Board Room
July 23, 2018	5:00PM	Finance Committee Meeting	DO Room 202
July 23, 2018	6:00PM	School Board Business Meeting	DO Board Room
July 25, 2018	5:00PM	BOC	DO Board Room

16. ADJOURNMENT

At 9:36PM, McKeand/Tomczik moved to adjourn as presented; motion passed unanimously.

Bank Account - Wires Out

Date	Description	Amount
6/1/2018	Health Partners Dental Access Fee	3,588.00
6/1/2018	Health Savings Account (HSA) Contributions	15,109.87
6/1/2018	Voluntary Employees' Beneficiary Association (VEBA) Contributions	38,129.42
6/5/2018	Dependent/Medical Claim Reimbursement	17,320.04
6/6/2018	Public Employee Retirement Association (PERA) ACH	71,309.48
6/6/2018	Teachers Retirement Association (TRA) ACH	267,283.56
6/7/2018	Community Ed Credit Card Fees	2,557.73
6/7/2018	RevTrak Credit Card Fees	4,554.35
6/8/2018	Payroll Direct Deposit	1,452,148.23
6/11/2018	IRS Federal Taxes ACH	510,002.62
6/12/2018	403b Wire	141,898.67
6/12/2018	Dependent/Medical Claim Reimbursement	12,508.80
6/12/2018	State of MN Taxes ACH	100.00
6/12/2018	State of MN Taxes ACH	87,596.00
6/14/2018	Unemployment Insurance ACH	9,216.72
6/15/2018	Health Savings Account (HSA) Contributions	15,109.87
6/15/2018	Voluntary Employees' Beneficiary Association (VEBA) Contributions	37,918.07
6/18/2018	Teachers Retirement Association (TRA) ACH	256,778.24
6/19/2018	Dependent/Medical Claim Reimbursement	10,030.49
6/19/2018	Public Employee Retirement Association (PERA) ACH	79,499.56
6/21/2018	Employee Reimbursement ACH	12,697.51
6/22/2018	Further Administrative Fee	3,230.70
6/22/2018	Payroll Direct Deposit	1,600,708.75
6/25/2018	403b Wire	153,020.39
6/25/2018	IRS Federal Taxes ACH	599,239.94
6/26/2018	Dependent/Medical Claim Reimbursement	10,174.82
6/26/2018	State of MN Taxes ACH	100.00
6/26/2018	State of MN Taxes ACH	105,238.00
6/28/2018	Health Savings Account (HSA) Contributions	14,235.06
6/28/2018	Voluntary Employees' Beneficiary Association (VEBA) Contributions	34,606.60
		5,565,911.49

Investment Accounts - Wires Out

Date	Description	Amount
6/5/2018	General Fund - May P-Card Payment	141,870.56
6/7/2018	General Fund - Payroll Checks	1,600,000.00
6/11/2018	2015 Building Fund - Construction Checks	370,000.00
6/11/2018	General Fund - Payroll Taxes/Deductions	1,200,000.00
6/12/2018	General Fund - AP Checks	800,000.00
6/21/2018	General Fund - Payroll Checks	1,700,000.00
6/25/2018	General Fund - Payroll Taxes/Deductions	1,200,000.00
6/26/2018	2015 Building Fund - Construction Checks	250,000.00
6/27/2018	General Fund - AP Checks	300,000.00
6/29/2018	2015 Building Fund - Construction Checks	2,450,000.00
6/30/2018	Dental Insurance Trust Payments	62,358.30
6/30/2018	Health Insurance Trust Payments	606,467.68
6/30/2018	OPEB Trust Fees	2,093.19
6/30/2018	OPEB Trust Transfer to General Fund	184,005.00
		10,866,794.73

Elementary School

Student & Parent Handbook 2018-2019

***Elementary School
Address
Shakopee, MN 55379
Office: 952-496-
Attendance Line: 952-496-***

Shakopee Public Schools Mission Statement

Shakopee Public Schools, in partnership with our community, will educate lifelong learners to succeed in a diverse world.

SHAKOPEE SCHOOL DISTRICT STRATEGIC PLAN

~~In May 2001, a 26-member task force composed of a diverse group of community residents, school district employees, and school board members, participated in a strategic planning process. Their goal was to produce a plan to guide the district in a continuous self-improvement process over the next several years. Three goals emerged:~~

- ~~1. The school district shall institute measures to maintain fiscal stability/responsibility through increasing or exploring methods of
 - ~~(a) increasing revenue,~~
 - ~~(b) fiscal planning, and~~
 - ~~(c) operating efficiencies.~~~~

- ~~2. The school district shall institute measures to improve curriculum by
 - ~~(a) using diagnostic tools,~~
 - ~~(b) setting priorities to focus on select curricular areas;~~
 - ~~(c) providing more curricular choices (at all ends);~~
 - ~~(d) meeting the needs of diversity, and~~
 - ~~(e) using varied methodologies, delivery systems, and learning styles.~~~~

- ~~3. The school district shall institute measures to increase student academic accountability by
 - ~~(a) exploring the present methods of promoting students from grade to grade;~~
 - ~~(b) instituting ninth grade credit for graduation;~~
 - ~~(c) raising academic expectations;~~
 - ~~(d) intervening earlier with students, and~~
 - ~~(e) improving student results.~~~~

FORWARD

This handbook has been prepared to inform Parents, Guardians and Students regarding policies, regulations and services offered through the Shakopee Elementary Schools. In this way, a more positive and productive educational experience can result for each child.

Parents and guardians are welcome to visit their child's classroom at any time and are encouraged to consult with teachers on any problem concerning their child's education. Please contact the school office to schedule your visit.

For additional information, visit the Shakopee School District web site at www.shakopee.k12.mn.us .

RIGHTS AND RESPONSIBILITIES

Shakopee Student Rights & Responsibilities

Students shall have the right to:

- an environment free from distraction and disturbances from fellow students.
- an equal educational opportunity and freedom from discrimination.
- due process of law.
- freedom of inquiry and expression.
- protection of personal property.
- be informed of school rules and consequences of breaking those rules.
- be free from verbal and physical abuse.

Students shall have the responsibility:

- to attend school daily, except when excused by the principal or his/her designee, and to be on time to all classes.
- to pursue and attempt to complete the course of study prescribed by state and local school authorities.
- to make necessary arrangements for making up work when absent from school.
- to refrain from making false statements or engaging in disruptive activities.
- to refrain from using profanity or obscenities.
- to respond to reasonable requests of school staff.
- to be aware of all school rules and regulations and conduct themselves in accordance with same.
- to protect and take care of school property.
- to dress and groom to meet fair standards of safety and health and common standards of decency.
- to display good manners and respect for others.

Parent/Guardian Responsibilities

The parent(s)/guardian(s) of students have the responsibility:

- to know the rules of behavior required of students in their school as outlined in the school handbook and to encourage their children to abide by those rules.
- to work cooperatively with school officials and teachers in assuring a learning environment that is free from unnecessary distraction or disruption.
- to inform the school when a student is to be absent or tardy.
- to work cooperatively with the schools in the enforcement of district and/or building rules or regulations.

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ATTENDANCE

Assignment of Elementary Children

Shakopee has five K-5 schools – [Jackson Pearson](#), Red Oak, Sun Path, Eagle Creek and Sweeney. Boundaries are established and used for student assignment to a specific school based on home address. If a student attends a before or after-school daycare program, and the parent desires school-provided transportation, the student may be assigned to the school in which the daycare provider is located.

Parents requesting their students' attendance at a school outside of their attendance area shall submit the request in writing to the ~~superintendent's office principal~~. ~~Requests shall be submitted prior to May 1st for attendance for the following school year. Families who move into the District after May 1 of any year will be exempt from the May 1 deadline for that year.~~ The approval or denial of such requests shall be based upon class size and other pertinent factors. When approval to attend a school outside the attendance area is granted, parents must provide transportation to the school, or to a bus stop located within the school attendance area.

Emergency School Closing

During inclement weather, school closings and/or early dismissal will be announced on WCCO radio (AM 830), plus TV networks FOX, NBC, CBS and ABC. Closings are also recorded on our school district EMERGENCY INFORMATION LINE (952-496-5088) and posted on the district web site. A school messenger voicemail may be used to notify families when school is starting late or when school is being released early.

Entrance Guidelines

All children whose parents or guardians reside within the boundaries of the Shakopee Public Schools shall be eligible for a tuition-free education in the district.

To be eligible for kindergarten, a child must be five on or before September 1st of the current school year. In addition, all children determined eligible by the district's early entrance regulation may be admitted.

The parent or guardian of a child entering the district for the first time must submit the child's birth certificate or other satisfactory evidence of age and legal name to the appropriate school office.

Regular Attendance

Regular and punctual attendance in class is of prime importance if the maximum benefits of schooling are to be achieved. The entire process of education requires continuity of instruction, classroom participation, and study in order to achieve the maximum educational benefits for each individual student. It is expected that all students will be in attendance in class on those days school is in session.

When a pattern of excessive absences or tardiness (excused or unexcused) has developed, special interventions will be implemented. Parents who are experiencing difficulty establishing regular attendance with their child are encouraged to contact the Principal or School Social Worker for assistance and support.

If a student arrives after the last bell but before [9:50 AM](#), s/he is considered tardy for the morning. Any student who arrives after [9:05 AM](#) will be expected to report to the school office for an admittance slip. This practice allows the office personnel to record the tardy as excused or unexcused.

Students are to be counted absent under the following situations:

- If a student arrives after [9:50 AM](#), or leaves before [2:35 PM](#), s/he will be considered absent for one-half day.
- If a student leaves after [2:35 PM](#), s/he is considered in attendance for a full day.

Reporting Absences – Attendance Line 952-496-5923

In the event that a child must be absent because of illness, it is important the parent or guardian notify the school attendance line before school on the day of the absence. If this does not occur, the parent will be contacted by the school to inquire as to why the child is not in school.

Attendance information is reported by the classroom teacher and all absences and tardiness are recorded in the school office. Your child's absences or tardiness will be considered **excused** for the following reasons:

1. Illness
2. Medical/Dental Appointments (Note required from the doctor or dentist.)
3. Religious Activities
4. *Pre-Arranged Family Trips
5. Family Emergencies

***Pre-Arranged Family Trips**

Families are strongly encouraged to plan family trips around breaks during the school year (e.g. winter or spring break). If a family is planning to vacation on days that school is in session, the student will be held responsible for school work missed. Under most circumstances, it will not be possible for a student to be given make-up work prior to his/her absence. Parents are asked to **contact the school office** and child's teacher well in advance of any planned absence. Note: A family trip may not be excused based on the student's academic progress and/or past attendance issues.

Unexcused Absence/Tardy

For any student who has accumulated seven (7) unexcused absences, the school will notify Scott County Human Services to file truancy or educational neglect. Reasons such as 'overslept', 'missed the bus', 'doesn't want to come', etc. are considered unexcused reasons for being absent or tardy from school. The school realizes that a student (and/or family) may experience a **rare unexcused** absence/tardy, but if a pattern develops the child's parents will be contacted. Two half day absences equal one day of absence. Ten tardies equals one full day of absence.

School Age Child Care - The "Y" Program

The Minnesota River Valley YMCA offers before and after school childcare for Shakopee students, grades K-5. For more information regarding the "Y" program offerings, please call **Dave Grote 952-435-9039 612-230-9622**

School District Enrollment Options Program

The School District Enrollment Options give families the opportunity to select the most appropriate educational experience for their sons and daughters.

All pupils eligible to attend public school may apply to any Minnesota public school outside the district in which they live. Parents/guardians wishing to pursue this option may contact the Superintendent's Office for complete information and application forms.

The School Day

The morning session starts at 9:05 AM for Eagle Creek students in grades K-5. This means that children should arrive between 8:45 AM and 9:00 AM. Dismissal is at 3:45 PM. Students in grades 1-4 have a 35-minute lunch/recess period. The morning kindergarten session begins at 9:05 AM and dismisses at 11:40 AM. The afternoon session begins at 1:10 PM and dismisses at 3:45 PM.

For student safety, all exterior doors (except the main school entrance) are locked after 9:05 AM and will remain locked until 3:45 PM. Visitors can gain entry through the main school entrance by accessing the security system. Once inside visitors may be asked for ID. <http://www.shakopee.k12.mn.us/page/2918>

Early Release Days

Throughout the school year, there are 4 scheduled early release days. This means that school will be dismissed 2 hours earlier than usual. This time will be used by teaching staff for inservice and training as

we strive to continuously grow as professional educators in order to continue to provide our students with quality instruction. Early release dates are:

September 26

November 28

March 13

April 24

Withdrawal from School

Parents/guardians are asked to notify the school office and the child's teacher as soon as possible if the family intends to move from their present address.

Student Records

Information about students attending Shakopee Public Schools is collected and maintained in individual student records. It is district policy that only information necessary to effectively provide for your child's educational needs will be requested and maintained. Information may be obtained from parents, the child, or any school system in which the child has been previously enrolled and other sources as appropriate.

Parents may ask to see their child's records and have the content and meaning interpreted to them by making a request to the principal of the school the student attends or has most recently attended or to the Director of Special Services. Student records will be disclosed only to the extent that information is needed for a legitimate educational interest. In accordance with the district's Student Records Policy, upon request of any private or public school system in which a child will enroll, the child's student records will be transferred to that school.

Parents may request a copy of the records that have been transferred. Except as mentioned above, and as otherwise stated in the Student Records Policy, student records will not be disclosed to any party other than the parents of a student under 18 years of age, or a student 18 years or older, without the consent of the parent or student. If parents feel recorded information is inaccurate, misleading, or in violation of the student's rights of privacy or other rights, they can challenge the information and request that the records be amended. The procedures for requesting amendment are explained in the School Records Policy. Student records are stored in a secure manner at the school the child attends or most recently attended.

A student's special education records are maintained for 5 years after a student's graduation or withdrawal from the district. Parents who feel the district has failed to comply with the requirements of the Family Educational Rights and Privacy Act of 1974 can file a complaint at: Family Policy and Regulations Office, U.S. Department of Education, Washington, D.C. 20202.

BEHAVIOR EXPECTATIONS

Shakopee Elementary Students are expected to demonstrate high quality behavior at all times. Quality behaviors include:

- walking on the right-hand side of corridors and stairways
- using quiet voices during passing time
- waiting patiently and quietly in a single-file line in the cafeteria, hallway or on the playground
- keeping the lunchroom (and other common areas) clean
- throwing all trash into the proper container
- having a pass in the hallway or when using the restroom
- following directions promptly
- respecting the rights and feelings of others
- acting with honesty, integrity and maturity
- proudly representing the Shakopee Public Schools throughout the community

Addressing Inappropriate Behavior

Our #1 goal when addressing inappropriate behavior is to change/improve the behavior – it is not to punish. Effective strategies for changing behaviors can include:

- Making eye contact with the student
- Moving closer to the student

- Placing a hand on the student
- Having a short conference with a student at an appropriate and respectful time

Strategies of this nature are effective because not only do they often stop the behavior, teaching and/or learning is not interrupted. Staff will try to make the student a part of this process as much as possible. Giving choices to students, asking them how they will “fix it” provides positive lasting results.

When consequences are necessary, every effort will be made to give appropriate and natural consequences. Consequences are based on:

- Severity of the action
- Frequency/repetition of behavior

Possible consequences of inappropriate behavior:

- Creating a ‘fix-it plan’
- Offering a sincere apology
- Calling home
- Taking time out

Athletic Events

The following information outlines acceptable and unacceptable behavior standards as specified by the National Federation of State High School Associations:

Acceptable Behavior

- Applause during introduction of players, coaches, and officials.
- Accept all decisions of officials.
- Applause at end of contest for performance for all participants.
- Everyone showing concern for injured player, regardless of team.
- Encourage surrounding people to display only sportsmanlike conduct.

Unacceptable Behavior

- Yelling of waving arms to distract or interfere, such as during an opponent’s free-throw attempt.
- Disrespectful or derogatory yells, chants, songs or gestures.
- Criticizing officials in anyway; displays of temper with an officials call.
- Yelling, laughing or name-calling to antagonize opponents.
- Use of profanity or displays of anger that draw attention away from the game.
- Doing own yells instead of following leading of cheerleaders

Athletic/Arts Events: Students are able to attend all home athletic and arts events at Shakopee High School free of charge if accompanied by a parent/adult by showing their student identification card.

Incidents of Severe Behavior

Severe behaviors may include, but are not limited to:

- fighting/physical aggression
- possessing a weapon
- open defiance – verbally or physically
- swearing at others
- vandalism
- stealing
- threatening/bullying

A student who exhibits a severe behavior may be sent directly to the principal's office for follow-up action. Consequences for Severe Behavior may include:

1. Student writes a letter of apology.
2. Student and principal contact the parent by phone.
3. A parent/student/principal/teacher conference conducted.

4. Detention, In-School Suspension, or Out-of-School Suspension.
5. Additional consequences and/or police referral.

Playground Rules & Guidelines

Students are expected to use good sportsmanship at all times.

- Safe participation requires the use of common sense.
- Rocks, sticks, snow, etc. must remain on the ground.
- Students will be outside in the morning and at noon recess unless the temperature/wind chill is below zero or it is raining.
- Dress for the weather.
- Balls or other flying objects should NOT be “in play” in the morning.
- All equipment should be used as it was intended and designed.
- SIT on the swings and use CAUTION in the area...stand at a safe distance.
- Do not run through or between swings.
- Footballs will be allowed for PASSING & CATCHING only.
- Soccer balls, kick balls, and footballs can ONLY be kicked in a game played on the field.
- One-hand touch ONLY (both tag & football).
- Softball & baseball bats are allowed only with supervisor’s permission.
- Do not jump from a height higher than you are tall...if it’s over your head – don’t jump!

STUDENTS PLEASE REMEMBER:

Think before you act!

Be courteous and respectful to other students and adults!

Stay safe and keep peace!

Do your best and help others do the same!

BUSSING & TRANSPORTATION

Bus Transportation Eligibility

All elementary pupils residing within the Shakopee Public Schools attendance boundaries and attending public school who live one-half (1/2) mile or more from the public school as measured by the shortest route to the school building are eligible to ride the bus. Students eligible for busing may also be transported to a childcare provider's residence within the boundaries of the school attendance area. Any student may be eligible for transportation to childcare providing that (a) the provider is a licensed day care person or a relative and (b) the childcare provider lives one-half mile or more from the assigned school.

Children may not ride any bus but their regularly scheduled bus. Transportation is provided by Palmer Bus Services (952-445-1166). Individuals with questions regarding bus transportation are asked to contact [Director of Finance \(952-496-5011\)](mailto:Director of Finance (952-496-5011)).

Children not eligible to ride the bus may not do so for any reason other than school field trips.

Discipline Procedures

For the safety and welfare of every student riding the bus, proper behavior is expected. All students are expected to follow the posted school bus rules. Bus safety procedures and district policies for student conduct are taught to all students during the first three weeks of school. It is important that students and parents realize that district-provided transportation is a privilege, not a right. Failure to obey bus rules and regulations will result in disciplinary action.

If a student’s behavior is unsafe - or problems continue - a safety violation report will be filed. The school district's bus discipline procedure is as follows:

- a. **First violation** - Palmer Bus Services notifies the principal (or designee) and a conference with the student is held; bus safety violation report is completed; copy of violation report is sent to the parent. This is a 'warning'.
- b. **Second violation** – Student conference with principal (or designee); loss of riding privileges for up to three days; phone call and copy of violation report to parents. Note: Students who lose bus privileges are not excused from school; parents are responsible for their child's transportation to and from school.
- c. **Third violation** - Same as "a" and "b" except that removal from the bus may be up to two weeks. A behavior improvement contract may be developed at this time.
- d. **Fourth violation** - Parents will be responsible for their child's transportation to and from school for the remainder of the school year.
- e. **Severe behavior** - In case of behavior that puts the student or other students in extreme danger, the principal may choose to skip one or more of the above steps.

Student Pick-Up and Drop-Off

1. A school zone is a busy and potentially dangerous place for students. Courtesy and cooperation is essential in order to eliminate possible hazardous conditions.
2. Parents dropping off students before the first bell should use the lower level parking lot/entrance.
3. Students being dropped off before the first bell should go directly to the playground area or into the cafeteria for breakfast. Supervisors will direct the students inside when the entrance bell rings.
4. Parents picking up students at the end of the day should use the upper level parking lot/entrance.
5. Please do not stop behind cars or busses in a way which may obstruct the view of other drivers.

CURRICULUM INFORMATION

Parents and guardians of students attending the Shakopee Public Schools are encouraged to become familiar with the curriculum and materials used for instruction. Any parent wishing to further examine any part of a particular curriculum, or a specific teaching aid used at a grade level or subject area, is asked to contact the building principal. A Review of Curriculum Materials Form will be completed when reviewing the material in question. ~~Grade level curriculum guides are on our website.~~

Accommodations to Assist in Home/School Communication

Any parent or guardian in need of accommodations to communicate with school personnel or to participate in his/her child's education is asked to contact the school office for assistance. Examples of accommodations may include TTY at your child's school, large print or Braille materials, accessible meeting facilities, sign language interpreter or assistive listening device kit for all meetings/conferences/activities, etc.

Field Trips

Money from school fund raisers, when available, will be used to cover bus transportation for students. Parents may be asked to contribute money to cover the cost of admissions and other expenses. No student will be denied a field trip experience because of inability to pay. Parents are asked to contribute as much as they are able.

Grading Policies

A formal report of student progress is issued every quarter in grades 1-5. Kindergarten progress reports are completed twice per year. Informal progress reports are available upon request, and information is often sent home with students.

- ~~Kindergarten and First grade reports are based on a checklist. Grade level outcomes are marked with a "+" when met, and with a "-" when students are making progress.~~
- ~~Grade 2, 3 & 4 reports have a numerical rating (1-4), with a "4" being the highest rating.~~

- Kindergarten, Grade 1, Grade 2, Grade 3 and Grade 4 are based on end of year outcomes, with a “1” meaning - limited understanding of grade level standard, “2” meaning – progressing toward grade level standard, “3” meaning –meets grade level standard, or “E” meaning – exceeds grade level standard
- **Grades 5 report** student progress in letter grades derived from achievement percentages.

Homework

Students are responsible to complete all work assigned by the teacher. When classwork is not finished during the school day, it may be considered homework. ~~Incomplete work may result in lowered grades, and/or loss of privileges.~~ Homework may be assigned by the individual teacher.

Media-Center Learning Commons

The school maintains a well-stocked ~~media-center~~ Learning Commons from which children may check out materials. Whenever a child checks out materials, he/she assumes responsibility for this property. ~~A charge will be made for lost materials and any materials damaged beyond normal wear. The price to be assessed will be decided by the media specialist.~~

Parent-Teacher Conferences

Parent-Teacher conferences are scheduled twice during the school year. Dates and times for each school are posted on the district calendar. Additional conferences may be scheduled whenever a parent or teacher feels it is necessary. Please call the teacher to arrange for after school appointments.

President's Award for Educational Excellence

The President's Education Awards Program, sponsored by the U. S. Department of Education, in partnership with the National Association of Elementary School Principals and the National Association of Secondary School Principals, was developed to help recognize and honor those students who have achieved high academic goals by their hard work and dedication to learning.

At the end of each school year, the President's Award for Educational Excellence is awarded to fifth grade students who have maintained a superior grade point average (during fourth and fifth grade) and have demonstrated high achievement in reading or mathematics on state or nationally normed tests.

Red Folders

Every Monday, or the first day of the school week, a Red Folder is sent home with each Shakopee Elementary School student. The Red Folder contains important information from school, including classroom newsletters, notification of upcoming events, past-due or missing work notices, etc. Parents are asked to return the folder the following school day. Items being sent to school can also be sent via the Red Folder. ~~There may be a nominal fee for replacement of red folders.~~

SHARP Information

SHakopee **A**cademic **R**ecognition **P**rogram (SHARP) - is a district-wide academic recognition program. The primary purpose of SHARP is to make superior academic achievement an integral part of the student's value system.

~~Beginning with grade four, students exhibiting superior academic achievement may earn a quarterly SHARP award. Students who earn all A's (A- counts) or all A's and one B on a quarterly report card in the following subjects will receive a SHARP award (Reading, Writing, Spelling, Math, Science, Social Studies and Health).~~

~~In addition, students in grades 4 & 5 who demonstrate yearlong academic achievement will be recognized with a SHARP All-Academic award. Students who attend Shakopee schools at least ½ a year and earn 90% A's during the year in Reading, Writing, Spelling, Math, Science, Social Studies and Health combined, will earn an All-Academic award.~~

~~The criteria for receiving certificates and awards will be communicated to parents and students verbally and in written form at the beginning of each quarter and throughout the year. If you have questions about the program please contact the classroom teacher or the High Potential Resource teacher.~~

Special Programs

~~A variety of special programs are available to meet the needs of students. For additional information regarding special programs and/or instructional supports, contact your child's teacher or the building principal.~~

HEALTH SERVICES & INFORMATION

Health services are provided in the Shakopee School District to promote and maintain the health and safety of all students and staff. Healthy students are better learners.

The Shakopee Public School District employs three school nurses who share responsibility for monitoring compliance with all health and emergency procedures as adopted by the Shakopee Board of Education. The school nurses are responsible for providing the necessary treatment and for maintaining appropriate records in order to assure an optimal level of response to all health and medical emergencies. Health Assistants are on staff during regular school hours to help with health-related concerns. The Health Assistant can be reached by calling the school office.

The school district, in accordance with state law, will develop, maintain and monitor health records and statistics. Every effort will be made to safeguard the privacy of all health data that must be accumulated. Data that is required by law will appear on the student's health record. This information includes, but may not be limited to, immunizations and yearly screening results.

Accidents/Injuries

In case of an injury or an emergency the school will always notify the parents so the necessary arrangement can be made. If it is not possible to contact the parents and the situation appears to be urgent 911 will be called for assistance.

Allergies—Procedure for Students with Severe Allergies

~~The purpose of this procedure is to provide a safe environment for students with severe allergies. Severe allergies can be life threatening. The risk of accidental exposure to allergens can be reduced in the school setting if schools work with students, parents, and physicians to minimize risks and provide a safe educational environment for students with severe allergies. Health needs of students take precedence over the wishes of others to bring allergen, including animals, foods, and latex products, into the school environment.~~

Shakopee Public School attempts to take reasonable measures to accommodate student's health needs in order to promote a safe environment for students with severe or life-threatening allergies. Parents who have students with severe allergies should contact their school health office about their student's allergy. Medical documentation from a Licensed Physician, Physician's Assistant, or Certified Nurse Practitioner will be required for accommodations to be made at school for the student. Forms related to allergies can be found on the Shakopee School District website under Departments/Health Services/ Health Conditions. Successful management of severe allergies in the school setting requires the development of a plan that will best meet the needs of the child and be least disruptive to the routines of the classroom. Parent and Student Responsibilities that will aid in the successful management of severe allergies are included below:

Family's Responsibility

- Notify the school of the student's allergies. (***Annual Health Update form*** and medical documentation)
- Provide written medical documentation, instructions and medications as directed by a physician, using the ***Allergy Action Plan*** and ***Allergy Questionnaire***. The *Allergy Action Plan* and *Allergy Questionnaire* are available on the Shakopee Public Schools website. <http://www.shakopee.k12.mn.us/page/3194> Parent/Guardian may be asked to contact the physician for recommendations for accommodations during the school day.
- Work with the school team to develop a plan for reasonable accommodations for the student's needs during the school day including in the classroom, in the cafeteria, playground, and field trips.
- Parent/Guardian is encouraged to contact Shakopee Food Service to create an alert on the food service account. Parents are also encouraged to contact food service in their student's building to discuss menu items or review the ingredients of food served at school.
- Parent/Guardian will coordinate a plan for before and after school activities and for transportation to and from school. Parents are encouraged to introduce themselves and their student to the bus driver and alert him/her to the student's allergy.
- Provide properly labeled medications and replace medications after use or upon expiration. One Epinephrine dose is to be kept in the health office at a minimum.
- Provide safe alternative for snacks, birthday treats. Review the school lunch menu for possible unsafe foods.
- Parents are encouraged to educate their student in the self-management of their food allergy including:
 - Safe and unsafe foods

- **Strategies for avoiding exposure to unsafe foods (bring their own safe snack to school, review school lunch menu for possible unsafe foods)**
 - Symptoms of allergic reactions
 - How and when to tell an adult they may be having an allergy-related problem
 - How to read food labels (age appropriate)
 - Self administration of Epinephrine (Epi-Pen) per parent and student readiness
 - Obtain a medical alert bracelet for the student to wear.
- Parents are encouraged to provide a current picture of their student to the health office.
 - Parents are encouraged to review upcoming projects and field trips, and communicate any concerns to the teacher.

Student Responsibility

- Should not trade food with others
- Should not eat anything with unknown ingredients or known to contain any allergen.
- Should be proactive in the care and management of their food allergies and reactions based on their developmental level.
- Should notify an adult immediately if they eat something they believe may contain the food to which they are allergic.
- It is recommended that the student wear appropriate Medic-Alert bracelet, or similar
- It is recommended that the student share (or have the teacher or nurse share) information regarding his/her allergy with classmates.
- Student should minimize risk in the lunchroom by sitting at the allergen-free table if it is available.

Head Lice

If it is suspected that a student may have head lice, the School Nurse, Health Assistant, or office personnel will examine the student. If nits, adult lice, itchy scalp and/or bites in the scalp are detected, the following measures will be taken:

1. The identified student will be removed from the classroom until a parent is notified and is able to pick the identified student up from the health office.
2. The parent will be informed that the child cannot return to school until treatment has occurred and all nits are removed.
3. Siblings of identified students will also be examined.
4. The parent will be given instructions on recommended treatment. These instructions also include information on how to clean the home and personal objects.
5. A letter will be sent home with all students in the affected classroom.
6. Upon returning to school, the student will be rechecked for live lice or viable nits. If six or less nits are found, the health assistant will remove the nits and send the student to class. If more than 6 nits or any live lice are found, the parent will be required to repeat the treatment.
7. Health services staff will recheck the student after one week.
8. The school nurse will follow up with parent(s) or guardians if a student continues to have nits, or other signs of active infestation.
9. A report to Scott County Child Protection may occur in extreme and/or chronic cases. This will occur only after the School Nurse has exhausted all other means of addressing the problem.

Classroom or group head checks will only be conducted upon the recommendation of the School Nurse.

Illness and Injury

A health assistant (a Licensed Practical Nurse) is employed in each school health office to administer medications, provide first aid for injuries and care for students who become ill at school. This is done under the supervision of the district's licensed school nurses. When a child becomes ill at school, a parent

or guardian will be called to inform him/her of the child's illness and to request that the child be transported home.

Students exhibiting the following symptoms will be excluded from attending school at the discretion of the school nurse, principal, health assistant or designee:

- elevated temperature over 100 degrees
- vomiting and/or diarrhea
- suspected contagious disease such as chicken pox, or conjunctivitis or transmittable infestation, such as head lice or scabies, for which the American Public Health Association recommends isolation as part of the treatment
- other circumstances as identified in consultation with the student's parent or guardian

Immunizations

In accordance with Minnesota Statutes, sections 121A.15 and 135A.14, all children who are enrolled in a Minnesota school must be immunized against diphtheria, tetanus, pertussis, polio, measles, mumps and rubella or submit signed exemption forms. Students entering Kindergarten and 7th grade must also be immunized against hepatitis B. Records of all children entering the Shakopee schools will be reviewed.

No child, unless s/he meets allowable exemptions, will be allowed to attend school if those records are not up to date. Allowable exemptions include either (1) a medical exemption signed by a physician stating that the immunization is prohibited for medical reasons or because an adequate immunity already exists or (2) a conscientious exemption signed by the parent or legal guardian and notarized stating that the child has not been immunized because of conscientiously held beliefs of the parent or legal guardian.

Immunization data is shared with 'Immulink', a metro area immunization registry administered by the Hennepin County Health Department that collects data from private and public healthcare providers and school districts in order to provide a consolidated, secure record of immunizations for parents, schools, clinics and other community agencies that care for children. Only authorized users have access to registry data and these include 'Immulink' staff, participating health care providers, group purchasers (HMOs, insurance companies), parents and guardians, schools, local health departments and the MN Department of Health. Parents wishing to deny access to their child's immunization records may do so at any time by either informing the district school nurse or notifying 'Immulink' directly. Once this occurs, only the child's name appears with a memo saying that the family has chosen to opt out of the registry.

Medications

Shakopee Schools maintain a safe, effective medication procedure that is current with accepted standards.

1. Only designated school personnel in each building who are inserviced yearly and supervised by the district licensed school nurses dispense medication.
2. Medication must be brought to school in an **original container** appropriately labeled by the pharmacy with date, child's name, dosage, time intervals and any other key instructions. Over-the-counter medication will be administered only when the medication comes in the original container.
3. The "**Permission to Dispense Medication**" form must be filled out completely and submitted in order for the school to administer medication to a student. The form needs to be signed by both the parent and the physician for all prescription medications. Only a parent signature is required for over-the-counter medication. These forms will not be carried over from one year to the next and new forms must be submitted each year.
4. Whenever possible, the parent or guardian should make arrangements so that it is not necessary for school personnel to administer medication to a student.

Physical Education Participation

Physical education is taught to students in grades 1-5. Everyone must participate in this activity unless excused by a medical doctor. If a child has been ill and is convalescing, the child cannot be excused for more than two days without a doctor's written excuse. It is recommended that students keep a pair of tennis shoes at school to be used during physical education.

Vision and Hearing Screenings

In accordance with the recommendations of the Minnesota Department of Health, students are screened for vision and hearing problems in the following elementary grades:

Kindergarten.....hearing and vision

First grade.....hearing and vision

Second grade....hearing only

Third Grade.....hearing and vision

Fourth Grade....vision only (+ color vision for boys)

Fifth Grade.....hearing and vision

The school nurse rescreens any student who does not pass the initial screening. Parents or guardians are notified by mail and/or phone when a student fails the rescreening and advised to take their child to a health care professional for further diagnosis and treatment.

Winter Wear

Unless the temperature or wind chill are below zero, our students are outside before school and/or during noon recess. It is imperative that each child is dressed properly for the cold weather. A warm coat, mitten's or gloves, hats, snowpants and boots are "must" items.

FOOD SERVICES PROGRAM

~~Foods and beverages made available through the district food service program will be consistent with the current USDA Dietary Guidelines for Americans. Both breakfast and lunch are served daily. Elementary students have the offer vs. choice alternative, which means each student must take at least three of the food items available at each meal. If your child has any allergies please notify the food service department (496-5140) so that we will be able to help accommodate your child. A child who is lactose intolerant needs to have a parent's note on file in the kitchen stating such an allergy. The child will be offered Lactaid Free milk in place of regular milk~~

~~The Shakopee Schools use a computerized prepay food service system. Each student is assigned an account number which remains the same from year to year. Money should be sent to school in a sealed envelope labeled with the name of student, teacher's name, and amount enclosed. If one check is sent for several children in one family, PLEASE LIST EACH CHILD'S NAME on the envelope to ensure proper credit. Lunch and/or milk can also be bought with cash on a daily basis. (full price breakfast - \$1.20; full price lunch - \$2.10; milk - \$.45; adults & guests - \$3.50) MEALS MAY NOT BE CHARGED. Students at the elementary level are given a verbal notice and are stamped on the hand as a visual reminder to the parent/guardian that money is due.~~

~~Lunch bags or boxes from home should be clearly marked with the student's name. We strongly discourage students from drinking soda at lunch.~~

~~Free or reduced-price breakfasts and lunches are available to children of qualifying families. FRP applications are published within the school district calendar, available in each school office and can be downloaded from the district web site. **PLEASE NOTE: If you qualified for free/reduced meals previously, YOU STILL NEED TO REAPPLY EACH SCHOOL YEAR.** Families are STRONGLY ENCOURAGED to apply for free/reduced lunch benefits.~~

~~Monthly lunch menus, FRP applications, account balance information and credit card pay options can be accessed through the Food Services page of the Shakopee District web site www.shakopee.k12.mn.us. On line payments require your child's ID number to access the account. You can also view your child's balance on line at no charge.~~

~~**Inquiries regarding lunch accounts can also be made through the Food Services Office at (952)496-5140.**~~

Foods and beverages made available through the district food service program will be consistent with the current USDA Dietary Guidelines for Americans. Both breakfast and lunch are served daily. Elementary students have the offer vs. choice alternative, which means each student must take at least three of the food items available at each meal. If your child has any allergies please notify the food service department (496-5140) so that we will be able to help accommodate your child. A child who is lactose intolerant needs to have a parent's note on file in the kitchen stating such an allergy. The child will be offered Lactose Free milk in place of regular milk

The Shakopee Schools uses a computerized prepay food service system. Each student is assigned an account number which remains the same from year-to-year. Money should be sent to school in a sealed envelope labeled with the name of student, teacher's name, and amount enclosed. If one check is sent for several children in one family, PLEASE LIST EACH CHILD'S FIRST AND LAST NAME on the envelope to ensure proper credit. Lunch and/or milk can also be bought with cash on a daily basis. (Full price breakfast - \$1.50; full price lunch - \$2.50; milk - \$.50; adults & guests - \$3.75) MEALS MAY NOT BE CHARGED.

Lunch bags or boxes from home should be clearly marked with the student's name. We strongly discourage students from drinking soda pop at lunch.

Free breakfasts and lunches are available to children of qualifying families. FRP applications are published within the school district calendar, available in each school office, and can be downloaded from the district web site. **PLEASE NOTE: If you qualified for free meals previously, YOU STILL NEED TO REAPPLY EACH SCHOOL YEAR.** Families are STRONGLY ENCOURAGED to apply for free lunch benefits.

Monthly lunch menus, FRP applications, account balance information and credit card pay options can be accessed through the Food Services page of the Shakopee District web site www.shakopee.k12.mn.us. Online payments require your child's ID number to access the account. You can also view your child's balance online at no charge.

Inquiries regarding lunch accounts can also be made through the Food Services Office at (952) 496-5140.

ALL kindergarten children receive free breakfast.

Monthly lunch menus, Applications for Educational Benefits forms, account balance information and credit card pay options can be accessed through the Food Services page of the Shakopee District web site www.shakopee.k12.mn.us. Online payments require your child's ID number to access the account. You can also view your child's balance online at no charge.

Inquiries regarding lunch accounts can also be made through the Food Services Office at (952) 496-5140.

Visitors Eating Lunch at School

If you will be joining your child for lunch at Eagle Creek, please call the office before 10:00 AM to let us know you will be eating school lunch. Doing this helps us to prepare enough lunches for everyone.

Snacks

Depending on classroom schedules, students may be asked to bring in snacks from home. Snacks are usually eaten during a 10-15 minute snack break or less-active class time. Research indicates that a healthy, high protein snack can enhance a child's ability to learn. The school district encourages parents to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value. Healthy snacks are defined as fruit, vegetables, crackers, cheese, etc. Items with high sugar or salt content are discouraged. **Snack options may be limited in the case of student allergies.**

Preferred snack list:

popcorn

crackers

cheese and crackers

graham crackers

peanut butter and crackers
unsweetened cereal
fruit
vegetables
100% fruit juice
beef jerky

muffins
granola bars (plain-no chocolate)
banana, date or other breads
nuts
raisins
pretzels

MISCELLANEOUS

Bicycles/Rollerblades/Skateboards/Roller Shoes

~~Because of the limited access to Eagle Creek Elementary School, students are not allowed to ride bicycles to and from school. Also for safety reasons, the use of roller shoes, skateboards and/or in-line skates is not allowed on school property.~~

Bicycles/Rollerblades/Skateboards/Roller Shoes Children are allowed to ride bicycles to and from school. Racks are provided for parking them on the lower level behind the school but the school does not accept any responsibility for the bicycles. Please be aware of the following guidelines:

1. All bicycles must be parked & locked in the racks provided for that purpose.
2. All bicycles must be pushed - not ridden - whenever on the school grounds.
3. Students are not allowed to ride bicycles during the school day (before school or during recess only).
4. Students may not ride a bicycle belonging to another student.
5. It is strongly recommended that children in grades K-2 do not ride bicycles to school.
6. Violation of bicycle rules will result in the loss of bicycle riding privileges.

Also for safety reasons, the use of roller shoes, skateboards and/or in-line skates is not allowed on school property. Walk bikes on school property.

The use of skateboards or in-line skates is not allowed on the playground during the school day. Students who decide to "blade" to and from school will be expected to put on street shoes as soon as s/he arrives on school property. The school district is not liable for injuries to students riding bikes, skateboards or using in-line skates. Students are strongly encouraged to wear helmets when biking, "blading" or skateboarding. The use of roller shoes ("wheelies") is not permitted at school.

Birthdays

All children love to be invited to a birthday party. We ask your cooperation in not sending birthday invitations to school to be handed out. Children are often disappointed when invitations are handed out and they are not included.

Parents are welcome to send or bring treats to honor their child's birthday. The Minnesota Department of Health requires that no home-baked goods be brought for treats, so please keep that in mind when planning your treat. Providing a book for the school library is a welcome alternative to a birthday treat. A special inscription may be included in the donated book acknowledging the gift to the school. (Contact the school media specialist for additional information.)

Classroom Parties

Occasional class parties are held throughout the year for special events. Money may be collected from each student at the beginning of the year to cover the cost of these events.

Dress

Students are expected to dress modestly and appropriately, maintaining an appearance that is not distracting to teachers or other students. Parents and guardians are asked to monitor clothing worn to school. When a student's dress is immodest, or interferes with the educational process, the parent/guardian will be notified and a change of clothing will be requested. In some instances, a student may be expected to change clothes before returning to the classroom.

Examples of inappropriate dress include, but are not limited to: clothing with inappropriate pictures, emblems, sayings, or advertisements for alcohol or drugs, gang-related attire, and/or exposed undergarments. Students will be expected to remove hats when indoors except for medical necessity.

Legal Documentation

When needed, parents may be asked to provide the school any documents specific to the legal name, citizenship, residence, custody or health/safety of Shakopee Elementary Students. A copy of important documents will be maintained in the student's cumulative file, as appropriate.

Lockers

Lockers or coat racks are provided to students for storing coats, books and other school supplies. Lockers remain the property of the school district. The personal possessions of students within a school locker may be searched only when school authorities have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. Students should not store valuables or money in the locker.

Lost and Found

The school maintains a lost & found area for items which may have been misplaced. Periodically during the year, particularly at the time of parent-teacher conferences, items may be displayed in the hall to facilitate getting those lost items home. Please remember to label **ALL** student belongings.

Personal Property

Children should not bring expensive jewelry, valuable toys, electronics, money, etc., to school. All outer garments, caps, overshoes, or tennis shoes should be plainly marked on the inside with the child's name.

Any money sent to school should be placed in an envelope clearly labeled with the child's name, teacher's name, and purpose. The school is not responsible for lost, stolen or broken personal items.

School Texts and Supplies

The school furnishes all texts, workbooks, and curriculum materials. These are the property of the school and loaned to the child. ~~Fines for excessive damage or lost books will be assessed on an individual basis.~~

Pencils, crayons, paper, markers and other expendable items are furnished by the student. It is requested that parents check the supply of these items so their children will be adequately provided for at all times. A list of suggested school supplies for each grade level is available in the school office or on the district web site.

Student Use/Possession of Electronics

Student use of electronics (e.g. cell phones, cd players, iPods, MP3 players, hand-held games, etc.) within the school day is prohibited. All items brought to school must remain in the student's backpack at all times. A first violation of this expectation will result in confiscation of the item by the classroom teacher and the item will be returned at the end of the school day. A second violation will result in the item being given to the principal, and the item will be returned to the student's parent.

Telephone Calls

Parents are urged to contact the school anytime there is a question, concern or problem. If there is the need to talk to a particular teacher please call between 8:00-8:50 AM, before school is in session. Each teacher is assigned a voice mailbox, which allows parents to leave a message for the teacher. To keep classroom disruptions at a minimum, teachers or students are not called away from the classroom except in an emergency. We strongly discourage children from using the telephone unless absolutely necessary. Cell phone use during the school day is prohibited.

PARENT INVOLVEMENT

PTO

Volunteers

STUDENT PROTECTION

Visitors are welcome at school, but must identify themselves at the school office before going to the classroom, lunchroom or playground areas. Guests, volunteers and visitors will receive a visitor or volunteer button to wear while at school. Those not doing so will be redirected to the office.

Our check-in practice, referred to as LobbyGuard, will be implemented at every school in our district for the 2017-18 school year to add another layer of security in our buildings. LobbyGuard is a visitor management system. Visitors of our schools who wish to go past the front office must check-in using LobbyGuard. Visitors will simply swipe an identification card or report their first and last name to the office secretary. This new system allows us to ensure that we know exactly who is in our buildings at any time.

For the protection of our students, only the main upper-level doors are left unlocked after 9:05 AM. Entrance can be attained by accessing the security system. Be prepared to show ID upon arrival.

When it is necessary for a student to be dismissed early, we ask parents to call ahead and to come to the school office to sign him/her "out". No student will be allowed to go home other than the pre-planned way without a written note or call to the school.

No student may be interviewed by anyone except the custodial parents or guardians, persons authorized by the parent by note or phone, school personnel or Human Services personnel.

No student may be taken out of school by anyone except the custodial parents or guardians, persons authorized by the parent by note or phone, police officer or Human Services personnel. All student information is confidential with the exception of directory information. Directory information includes student's name, date of birth, place of birth, and dates of attendance. This information can be released unless a written request not to do so is received by the school district. Only parents, students and school personnel working with a student may have access to information regarding a student.

Parents are urged to call the school attendance line (952-496-5923) any time before 8:55 AM if a child is going to be absent. If this does not occur, the school office will call a parent at home or at work to confirm knowledge of the absence.

SHAKOPEE SCHOOL DISTRICT POLICIES

The following are brief descriptions of Shakopee School District policies relating to behavior standards and expectations. A complete copy of any district policy may be obtained by contacting the elementary school or Superintendent's office.

Drug-Free Workplace/Drug-Free School and Tobacco-Free Environment

Policy #418 & 419: The Shakopee Public School District has written policy prohibiting the possession or use of cigarettes, alcohol, or controlled substances by students on school property.

Consequences:

- a) First Offense - Parent(s) will be contacted immediately or as soon as possible. The student will be suspended from school for 1-3 days. The teacher will assign make-up work and the Police Liaison Officer will be contacted.
- b) Second Offense - Parent(s) will be contacted immediately or as soon as possible. The student will be

suspended for 3-5 days. The teacher will assign make-up work and the Police Liaison Officer will be contacted.

- c) Third Offense - Parent(s) will be contacted immediately or as soon as possible. The student will receive 5 days suspension. The teacher will assign make-up work, the Police Liaison Officer will be contacted and a PST (Problem Solving Team) referral will be made.
- d) Fourth offense - The principal will refer the matter to the school board for action on the possible expulsion of the student. Parents will be notified of the intended action.

Following any suspension of more than one day, the student and his/her parents will be required to meet with the principal and classroom teacher to review the reason for suspension and develop a readmission plan.

Field Trips

Policy #610 Instructional Trips that take place during the school day, relate directly to a course of study, and require student participation shall fall into this category. These trips shall be subject to review and approval of the building principal, and shall be financed by school district funds within the constraints of the school building budget. By Minnesota Statute, fees may not be assessed against students to defray direct costs of instructional trips.

Field Trip General Guidelines: Instructional trips are generally required for students. They must relate directly to the objectives of the class or activity for which the trip is requested. Instructional field trips require parent/guardian authorization with the exception of students who are of legal age. Field trips normally occur within the scheduled hours of the student attendance day. Students must go to and from the field trip with their class and teacher. Students will not be dropped off or pick up from the field trip site.

The number of adult chaperones shall be provided appropriate to the age level and needs of the students. Chaperones shall be selected by, and are under the supervision of, the teacher or program/activity advisor. Chaperones other than school staff are considered school volunteers. People working in the position of chaperones will do so on a voluntary basis unless directed by the supervisor or representative of the district. All chaperones shall follow and enforce District policies and procedures.

Harassment and Violence:

Policy #413: It is the policy of the Shakopee Public Schools to maintain a learning and working environment that is free from religious, racial or sexual harassment and violence. The School District prohibits any form of religious, racial or sexual harassment and violence.

Consequences: The School District will act to investigate all complaints, either formal or informal, verbal or written, of religious, racial or sexual harassment or violence, and to discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who is found to have violated this policy.

HARASSMENT IS when someone does or says something to you of a sexual, racial, religious, or violent nature that makes you feel uncomfortable. IF THIS HAPPENS, tell an adult you trust.

Hazing Prohibition

Policy #526: "Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other purpose. No student, teacher, administrator, volunteer, contractor or other employee of the Shakopee Public Schools shall plan, direct, encourage, aid or engage in hazing.

Consequences: Upon receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district. Upon completion of the investigation, the school district will take appropriate action. Such action may include, but is not limited to warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge.

Bullying Prohibition

Policy #514: “Bullying” means intimidating, threatening, abusive, or harming conduct that is objectively offensive and (1) there is an actual or perceived imbalance of power between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or (2) the conduct materially and substantially interferes with a student’s educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services or privileges.

An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, school district property, school functions and activities, and on school transportation.

This prohibition applies to any student who engages in cyber bullying (i.e. bullying by means of electronic devices), a student who retaliates or engages in reprisal against someone for reporting an incident of bullying, and a student who makes a false report of bullying or other prohibited conduct.

The prohibition against bullying also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, and employees.

ANY PERSON WHO BELIEVES HE OR SHE HAS BEEN THE TARGET OR VICTIM OF BULLYING OR ANY PERSON WITH KNOWLEDGE OR A BELIEF THAT CONDUCT MAY CONSTITUTE BULLYING OR OTHER PROHIBITED CONDUCT SHALL REPORT THE ALLEGED ACTS IMMEDIATELY TO THE BUILDING PRINCIPAL, OR OTHER BUILDING SUPERVISOR. A PERSON MAY REPORT BULLYING ANONYMOUSLY, BUT THE SCHOOL DISTRICT MAY NOT RELY SOLELY ON AN ANONYMOUS REPORT TO DETERMINE DISCIPLINE OR OTHER REMEDIAL RESPONSES.

Questions regarding the bullying policy should be directed to the building principal or other building supervisor.

Internet and Network Acceptable Use Policy

Policy #524: Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district’s computer, data, network systems and the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The Shakopee School District expects that all users will blend thoughtful use of the systems and the Internet.

LIMITED EDUCATIONAL PURPOSE

The school district is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user’s private personal account on another system may not be acceptable on this limited-purpose network.

Consequences: Depending on the nature and degree of the violation and number of previous violations, unacceptable use of the Shakopee School District’s system of the Internet may result in one of more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion or termination of employment; or civil or criminal liability under other applicable laws.

Notice of Directory Information

Policy #515 – PROTECTION AND PRIVACY OF PUPIL RECORDS: The Shakopee School District

declares the following to be directory information: student name and date and place of birth; photograph; major field of study; participation in officially recognized activities and sports; weight and height of members of athletic teams; dates of attendance; degrees and awards received; the most recent educational agency or institution attended. By law, designated directory information may be made public unless a parent notifies their child's school that they do not want it to be released without their consent. Notification must be given to the principal of the child's school by October 1st of each school year.

Photos, Videos, Interviews, Social Media:

Through the year, Shakopee students may be interviewed, recorded, or photographed by the school district and local or national media. The pictures and videos may appear on the school's website, social media sites, district publications and district presentations. They may appear on any local or national media. Parents who do not want their child to be photographed, interviewed, or recorded should inform the school by October 1st.

Rights Regarding Surveys and Other Matters:

The Protection of Pupil Rights Amendment (PPRA) gives students and a parent/guardian rights regarding student surveys and other matters. Parents, students who are 18 or older, and emancipated minors have certain rights regarding the district's conduct of surveys, collection and use of information for marketing purposes, and conduct of certain physical exams.

Districts must receive written consent before administering any surveys funded by the U.S. Department of Education if survey information includes information about any of the following: political affiliations, mental or psychological problems of the student or his/her family, sexual behavior or attitudes, illegal, antisocial, self-incriminating behavior, critical appraisals of the student's family, privileged relationships recognized by law such as those with attorneys, physicians and ministers, religious practices or beliefs of the student or family, income (does not include requests for information used to determine eligibility in state/federal programs or for receiving financial assistance).

Parents also have the right to opt out of surveys that are not funded by the U.S. Department of Education, if the surveys include any of the following information: one or more of the topics listed previously; collection, disclosure or use of personal information obtained from students for marketing, selling or otherwise distributing said information to others, any non-emergency, invasive physical exams or screenings that are not necessary to protect the immediate safety of the student or other students; except for hearing, vision, and other screenings as permitted or required by state law.

Parents and eligible students may inspect the following materials prior to district's participating in such an activity: information survey of students (instructional materials used in connections with the survey may also be reviewed), documents used to collect personal information from students if used in marketing, sales or distribution to others; instructional materials used as a part of the educational curriculum. Report violations of the PPRA to the Department of Education Policy Compliance Office, 400 Maryland Ave. SW, Washington, D.C. 20202.

School Weapons Policy

Policy #501: Possession or use of a weapon is prohibited. Anyone found to be in possession of a weapon on school premises before, during, or after school hours or at any school-sponsored activity is subject to administrative and/or legal action.

A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; airguns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; numchucks; throwing stars; explosives; fireworks; mace and other propellants; stunguns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.

Consequences: Confiscation of weapon; notification of parent/guardian; notification of police with possible recommendation to charge; suspension from 1-15 days; possible alternative placement or expulsion.

Student Discipline

Policy #506: Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to request the removal of the student from class. The removal of a student from class shall occur only when a teacher refers the pupil to the principal or his/her designee. The length of time of the removal of a pupil from class shall be determined by the principal, unless the length of removal or suspension is specifically defined in another district policy, which would take precedence.

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

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

Student Sex Nondiscrimination

Policy #522: The school district provides equal educational opportunity for all students, and does not unlawfully discriminate on the basis of sex. No student will be excluded from participation in any educational program or activity, including any class or extracurricular activity operated by the school district on the basis of sex.

Consequences: The School District Human Rights Officer(s), upon receipt of a report, complaint or grievance alleging unlawful sex discrimination toward a student shall promptly undertake or authorize an investigation. Upon completion of the investigation, the school district will take appropriate action. Such action may include, but is not limited to warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge.

Visitors to School District Buildings and Sites

Policy #903: The school board encourages interest on the part of parents and community members in school programs and student activities. The school board welcomes visits to school buildings and school property by parents and community members provided the visits are consistent with the health, education and safety of students and employees and are conducted within the procedures and requirements established by the school district.

Visitor Limitations: A visitor's log shall be developed for use in all buildings. Exceptions shall be made for scheduled events such as grandparents' day. All approved visitors shall wear a visitor's pass while in the building. Teachers shall be notified in advance, whenever possible, of scheduled visitations to their classrooms. The principal shall encourage school visitations, but at the same time must insist that the provisions of the policy be enforced.

A visitor's privilege may be revoked if the visit is not in the best interest of students, employees, or the school district.

Wellness:

[Shakopee Public Schools has established a wellness policy that supports healthy eating and physical activity.](#)

Health and Safety:

Shakopee Public Schools has plans for fire safety, indoor air quality, pesticides, asbestos, and playground safety. For more information contact the district's Buildings and Grounds Manager at 952-496-5046.

District Policies:

Copies of district policies are available on our website at www.shakopee.k12.mn.us or at our District Office, 1200 Town Square, Shakopee, MN 55379

Middle School Handbook changes 2018-19

We merged the Pearson and Junior High handbooks.

Items that only concerned the 9th grade were removed, for example: credits, awards, and technology

Dates were updated along with staffing changes

Updated school names

Activities updated their page

Removal of cloisonné pin for All Academic awards

Meal prices

In the "General Information" section

Grading section was removed, it will be included in the teacher syllabus

Dress code was revised

Technology verbiage was softened

2018-2019

**Student/
Parent
Handbook**

East Middle School

Shakopee East Middle School
1137 Marschall Road
Shakopee, MN 55379
(952) 496-5862



Shakopee Middle Schools

WELCOME!!

Welcome to the 2018-2019 school year at the Shakopee Middle Schools. We look forward to this coming school year and ask that you join us in our efforts to continue the rich tradition of excellence here in Shakopee.

Parents, it is important for you to have a positive relationship with your student's teachers and advisor. The advisor will have time to focus on:

- Teacher—Student—Parent Relationships
- Academic Monitoring
- Behavior and Character Expectations
- Service

Please take some time to read through this handbook so you know important dates, expectations, and aspects at the Shakopee Middle Schools. If we work together, we are certain to have a great year and make our community an even better place to live and learn!

Our Mission

Shakopee Schools, in partnership with our community, will educate lifelong learners to succeed in a diverse world.

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IMPORTANT PHONE NUMBERS

PRINCIPAL	Jim Miklausich	496-5700
ASSISTANT PRINCIPAL	Matt Headrick	496-5709
DEAN OF STUDENTS		496-5707
ADMINISTRATIVE ASSISTANT/REGISTRAR	Mary Karst	496-5701
RECEPTIONIST	Mary Jo Eggert	496-5702
ATTENDANCE RECORDING LINE	Available 24/7	496-5703
ATTENDANCE SECRETARY	Janelle Ludzack	496-5714
NURSE	Amy Johnson	496-5704
COUNSELOR	Joan Hunstiger	496-5773
COUNSELOR	Megan Morinville	496-5711
SOCIAL WORKER	Carol Geesey	496-5725
** TO REACH A TEACHER **	** (see below) **	496-5702
FOOD SERVICE	Carol Tschaekofske Deb Ross-Coen	496-5141 496-5140
SCHOOL RESOURCE OFFICER (SRO)	Officer Matt Conway	496-5710
PALMER BUS COMPANY		445-1166
SPANISH LIAISON	Lina Marin	496-5730
RUSSIAN LIAISON	Svetlana Mshar	496-5094
SOMALI LIAISON	Ibrahim Mohammed	496-5041
NATIVE AMERICAN COORDINATOR	Dee Buros	496-5790
DIST. EMERGENCY HOTLINE		496-5088

CONTACTING TEACHERS

Teachers do not have direct dial numbers in their classrooms. If you need to contact a teacher, please call the appropriate building main office number (see below) and ask for the teacher you are looking to speak with. If the teacher is teaching a class during the time you call, you will be put into their voicemail. If they are on their Prep periods, we will gladly put you through to their room. Email is another great way to connect with teachers. All district staff email addresses follow this pattern: The first letter of their first name followed by the first 7 letters of their last name @shakopee.k12.mn.us. You may also find contact numbers and email addresses on the website. Whichever way you choose, we will do our best to keep in touch with you.



SHAKOPEE EAST MIDDLE SCHOOL BELL SCHEDULE



EVERY MONDAY

PERIOD	CLASS TIME
1ST	7:45 - 8:30
2ND	8:35 - 9:20
Advisory	9:25 - 9:40
3RD	9:45 - 10:30
4TH	10:35 - 11:20
5TH (LUNCHES)	11:25 - 12:45
A	11:20 - 11:50
B	11:50 - 12:20
C	12:20 - 12:50
6TH	12:50 - 1:35
7TH	1:40 - 2:25

TUESDAY, WEDNESDAY, THURSDAY

PERIOD	CLASS TIME
1ST	7:45 - 8:34
2ND	8:39 - 9:27
3RD	9:32 - 10:20
4TH	10:25 - 11:13
5TH (LUNCHES)	11:18 - 12:38
A	11:13 - 11:43
B	11:43 - 12:13
C	12:13 - 12:43
6TH	12:43 - 1:31
7TH	1:36 - 2:25

EVERY FRIDAY

PERIOD	CLASS TIME
1ST	7:45 - 8:30
2ND	8:35 - 9:20
Advisory	9:25 - 9:40
3RD	9:45 - 10:30
4TH	10:35 - 11:20
5TH (LUNCHES)	11:25 - 12:45
A	11:20 - 11:50
B	11:50 - 12:20
C	12:20 - 12:50
6TH	12:50 - 1:35
7TH	1:40 - 2:25

EARLY RELEASE DAY BELL SCHEDULE



Note – 6th Hour meets BEFORE 5th hour on Early Release Days

	CLASS TIME
1ST	7:45 - 8:14
2ND	8:19 - 8:48
3RD	8:53 - 9:21
4TH	9:26 - 9:54
** 6 TH **	9:59 - 10:27
5 TH – (w/Lunches)	10:27 - 11:57
A	10:27 - 10:57
B	10:57 - 11:27
C	11:27 - 11:57 (11:52)
7TH	11:57 - 12:25

EARLY RELEASE DATES

Wednesday, September 26
 Wednesday, November 28
 Wednesday, March 13
 Wednesday, April 24

2018-2019 East Middle School Calendar Dates

Please see the East Middle School website at: www.shakopee.k12.mn.us for more current calendar information as dates may change

- East concerts will take place in the West Auditorium unless otherwise noted.
- Parent/Teacher Conferences - Open House Format... Come at your convenience

August

29 Open House w/pictures 3-7 PM

September

3 **NO SCHOOL – Labor Day**
 4 **NO SCHOOL - Secondary Move in day**
 5 Students First Day
 7 Picture Make-up Day
 26 ** **Student Early Release – 2 hours**

October

11 Picture Retakes
 17 **NO SCHOOL – Staff Development Day**
 18-19 **NO SCHOOL - Fall Break**
 23 Fall Conferences 3:30-7:30 PM
 25 Fall Conferences 3:30-7:30 PM

November

8 End of 1st Quarter
 9 **NO SCHOOL – Teacher Planning Day**
 21-23 **NO SCHOOL - Thanksgiving Break**
 28 ** **Student Early Release – 2 hours**
 29 7th/8th Band Concert @ West – 7 PM

December

3 7th/8th Choir Concert @ West – 7 PM
 6 6th Choir Concert @ West – 7 PM
 11 6th Band Concert @ West – 7 PM
 21 - Jan 1 **NO SCHOOL - Winter Break**

January

2 School Resumes
 7 MS Jazz Band Concert @ West – 7 PM
 9 HS Registration Night @ HS – 5-7:00pm
 10 Winter Conferences 3:30 – 7:30 PM
 21 **NO SCHOOL – Staff Development Day**
 25 End of Semester 1
 28 **NO SCHOOL – Teacher Planning Day**
 28 MS Parent Reg. Info Night @ HS 6-8

February

15 **NO SCHOOL – Staff Development Day**
 18 **NO SCHOOL – Students and Staff**
 22-24 Middle School Musical @ West

March

7 Winter Conferences 3:30 – 7:30 PM
 13 ** **Student Early Release – 2 hours**
 14 7th Band Concert @ West – 7 PM
 TBD All District Band Concert @ HS
 28 End of 3rd Quarter
 29 **NO SCHOOL – Teacher Planning Day**

April

1-5 **NO SCHOOL – Spring Break**
 8 School Resumes
 19 **NO SCHOOL**
 24** **Student Early Release – 2 hours**
 25 MS – A Night on Broadway @ West – 7PM
 29 All District Jazz Night @ HS – 7 PM

May

7 7th/8th Choir Concert @ West – 7:30 PM
 14 HS/East Band Concert @ HS – 7 PM
 14 6th Band Concert @ West – 7:30 PM
 20 7th/8th Band Concert @ West – 7:30 PM
 23 Awards Program
 23 6th Choir Concert @ West – 7:30 PM
 27 **Memorial Day – No School**

June

6 **Last Day of School**

**** Four Early Release days were added to the 18-19 academic calendar. On these days, students are dismissed two hours early from school so that teachers and other educators may meet, collaborate, receive training, and develop methods and programs to improve instructional skills and academic achievement of all students.**

ATTENDANCE POLICIES AND INFORMATION

Please be sure to call the building attendance line as soon as possible whenever your student is going to be late to school or absent from school.

ATTENDANCE LINE (24/7) 952-496-5703

THE IMPORTANCE OF REGULAR ATTENDANCE:

Regular and punctual attendance in class is of prime importance if the maximum benefits of schooling are to be achieved. The entire process of education requires continuity of instruction, classroom participation, and study in order to achieve the goal of maximum educational benefits for each individual student. It is expected that all students will be in attendance in class on those days that school is in session. Parents are responsible for making sure their children attend school every day.

REPORTING ABSENCES:

It is the parent/guardians responsibility to call the attendance line right away in the morning whenever a student is going to be absent from or late to school for whatever reason. If this does not occur, the parent will be contacted by the school. If we are unable to reach you or do not hear back from you, the absence/tardy will automatically be marked unexcused. The classroom teacher reports attendance information and all absences and tardiness are recorded in the school office.

LEAVING DURING THE SCHOOL DAY:

If a student will be leaving for any reason during the day, parents/guardians **MUST** call the office as much in advance as possible. Please indicate your student's name, grade, reason for leaving, the time they will be picked up and who will be picking them up. **Students will not be permitted to leave with anyone other than a parent unless indicated by the parent.** *For students safety, student are not permitted to meet their ride at the door. Parents/guardians are asked to come into the office to get their student.*

PRE-ARRANGED FAMILY TRIPS:

If a family trip is planned during school time, the parents/guardians should call the attendance line well in advance to inform them of the date(s) the student(s) will be absent. The parent may request homework be collected in advance of the departure date so their student(s) can work on it during their absence to help stay caught up. Family trips are **EXCUSED** absences as defined above as long as a call is made to the school. If the parent fails to contact the office, the absence will be considered unexcused.

CONTINUING TRUANT:

There is a new definition under statute titled "continuing truant". A continuing truant is a student that is absent without valid excuse for three (3) days within a school year. The law requires that schools notify parents after three unexcused absences that their child is continually truant and will be monitored. For any student who has accumulated seven (7) unexcused absences, the school is obligated to notify the Scott County District Attorney's Office to file truancy.

For any student who develops a pattern of excessive absences or tardies (excused or unexcused), special interventions may be warranted. Parents who are experiencing difficulty with their child establishing regular attendance are encouraged to contact their child's Assistant Principal or the school social worker for assistance and support.

TRUANCY/UNVERIFIED ABSENCES:

Compulsory attendance policies for students under the age of 16 years will be applied in cases of chronic absences or tardiness. A student with more than 7 unexcused absences may be referred to Scott County Juvenile Court. Excused absences are for reasons of illness, medical or dental appointments, or appointments that cannot be made outside the school day. Unexcused absences are any other reason than those listed below:

TARDY = Student is not in class/at desk when bell rings

ABSENT = Student not in class at all

Parents can request for a child's absences or tardiness to be considered **EXCUSED** for the following reasons:

1. Illness
2. Medical/Dental Appointments
3. Religious Activities
4. Pre-Arranged Family Trips
5. Family Emergencies

UNEXCUSED REASONS:

Reasons for being absent not listed are **unexcused**. Examples include: oversleeping, missed bus, late ride, refusal to attend, etc.

BUILDING ASSIGNMENT OF STUDENTS:

Students in grades K-5 will attend either Jackson, Sweeney, Red Oak, Eagle Creek or Sun Path Elementary. See the District website for updated Elementary School boundaries.

Students in grades 6 – 8 will attend the East or West Middle School.

Students in grades 9 - 12 will attend the Senior High School.

ENTRANCE GUIDELINES:

All children between the ages of 5 and 21 years of age whose parents or guardians reside within the boundaries of ISD 720 shall be eligible for a tuition-free education in the district.

SCHOOL DISTRICT ENROLLMENT OPTION PROGRAM:

The School District Enrollment Option gives families (or youth no longer living at home) the opportunity to select the best educational experience for their sons and daughters. All pupils eligible to attend public school may apply to any public school or program outside the district in which they live. If you wish to pursue this option, contact any building principal who will provide you with complete information and the necessary application forms.

ACTIVITIES

The Shakopee Middle School Activities Program is open to all Shakopee students. There are a variety of athletic and non-athletic opportunities during the school year. We schedule contests with other school districts that offer similar programs. Most athletic seasons consist of a seven-week season with 8-10 competitions. Competitions will be both home and away with bussing provided to all away contests.

ATHLETICS:

Fall:

- Volleyball (7-8th)
- Boys/ Girls Soccer (7-8th)
- Girls Tennis (6-8th)
- Boys/ Girls Cross Country (7-12th*)
- Girls Swim & Dive (7-12th*)
- Performance Dance (7-12th*)
- Adapted Soccer (7-12th*)

Winter:

- Wrestling (6-8th)
- Girls Hockey (8-12th*)
- Boys Swim & Dive (7-12th*)
- Competitive Dance (7-12th*)

Spring:

- Softball (7-8th)
- Baseball (7-8th)
- Boys/ Girls Track & Field (7-8th)
- Boys/ Girls Golf (6-8th*)
- Boys Tennis (6-8th)
- Girls Lacrosse (7-12th*)
- Adapted Softball (7-12th*)

*Middle School students are incorporated with and compete with the 9-12th grade levels.

Fall athletics will start the week **before** school starts.

ACTIVITIES:

- | | | |
|-----------------------|-------------------------------|--------------------|
| School Newspaper | National Junior Honor Society | Science Olympiad |
| Yearbook | Band/ Jazz Band | Mountain Bike Club |
| Student Council | Choir | Knowledge Bowl |
| Middle School Musical | Saber Squad | |

Information on these activities will be announced at the school. Additional information can be found online on the Activities Department webpage.

WEBSITE: www.shakopeesabers.com

REGISTRATION:

Registration is completed online through the Activities Department webpage. Registration must be completed BEFORE an individual may begin participation on any sports team. Registration must be done for every sport, every season. There are three parts to the registration process:

1. ONLINE REGISTRATION

All registrations must be completed online. Please go to www.shakopeesabers.com, then under the "Registration" tab, click "Registration Link" in the drop down menu. A Sports Engine account must be created if one does not exist already. All starred questions must be answered in order for the registration to be completed.

2. FEE PAYMENT

Fees are paid online at the end of the registration process. No student will be excluded from any activity based on the inability to pay the fee. The student or parent should call or email the Activities Office with financial assistance inquiries. Managers in a given sport shall not pay fees but do need to register (no physical required). Refunds will be made to those students who drop from an activity during the first two weeks of the activity. All athletic equipment must be turned in before any refund is made.

6th—8th GRADE SPORT PARTICIPANTS - \$100 per sport season

3. PHYSICAL EXAM

All athletes must have an MSHSL Sports Qualifying Physical Examination Form filled out by their physician and on file with the school. Once completed, these Physicals are good for 3 years. These forms are available on the website and in the school offices. Many local physicians have them in their offices as well. PHYSICAL FORMS MUST BE TURNED IN TO THE ACTIVITIES OFFICE BEFORE PARTICIPATION IS ALLOWED. A well-child check does not always include a sports physical. Please make sure a sports physical is completed before forms are turned in.

POLICIES ON ATTENDANCE & ACTIVITY PARTICIPATION:

Student activity participation on the day of an absence is governed by the following rules:

- Students may participate with an excused absence, except those students who are ill and do not arrive before the start of third period.
Parents are encouraged to keep students at home when they are ill and to forgo activity in the best interest of the student and the health of other students participating in the activity.
- Students may not participate or attend activities on the days that they are suspended. Students may also be held out of activities for inappropriate school behavior.
- Students are ineligible if they violate school policies on chemical use or harassment.
- Students may be denied early release from school for games if their teacher feels they are not making progress in the classroom.
- Students may not participate if they have an unexcused absence during the day

ACADEMICS-ADDITIONAL INFORMATION

ACADEMIC INTERVENTIONS:

The Middle Schools seek to help every student achieve academic success. When students struggle, interventions may include working with teachers before/after school, participation in the reading strategies course, math intervention course, peer tutors, trail sheets, parent meetings, working with the Special Services Facilitator, Assistant Principal, or Principal.

HONOR ROLL:

The Honor Roll is computed each quarter, after the deadline for incompletes. The honor roll is published each quarter to recognize students for their scholastic achievements. The following mark value table is used to figure the average:

(A) =	4.0	(B-) =	2.7	(D+) =	1.3
(A-) =	3.7	(C+) =	2.3	(D) =	1.0
(B+) =	3.3	(C) =	2.0	(D-) =	0.7
(B) =	3.0	(C-) =	1.7	(F) =	0.0

A Honor Roll: Must have a numerical average of 3.7

B Honor Roll: Must have a numerical average of 2.7 to 3.69

SECONDARY ACADEMIC AWARDS

Criteria beginning 2016-2017

ALL ACADEMIC AWARDS Criteria:

- All students are awarded a certificate
- 3.7 or greater GPA all 4 quarter (A Honor Roll all 4 quarters)
- Award in fall of each school year for the previous year

GPA GROWTH RECOGNITION / AWARD – top 10 students with greatest growth in GPA from end of 6th grade through 1st Semester of 8th grade

NATIONAL JR. HONOR SOCIETY: (Grade 8) cumulative GPA of 3.75 or greater. Complete application: scholarship, service, citizenship, character and leadership

PRESIDENTIAL AWARD - (award in spring - annually grade 8 only)

Cumulative GPA of 3.5 or greater for grades 6 through first semester of 8th grade
90th percentile+ test score on at least one state or national test*

GPA are not rounded when determining awards

*Tests used are agreed upon by building administration and district assessment coordinator

MAKE UP WORK FROM ABSENCES:

It is the responsibility of the student to create a plan with each teacher for making up missed work after an absence. A general guideline is one day of make-up time for each day they are absent. Students are encouraged to check teacher websites or email teachers during extended absences. If you do NOT have Internet access in your home, homework can be requested through the attendance line (496-5703) **if you are absent for 3 or more days in a row.**

If you are leaving for a family vacation, please let the office know at least 2 days in advance and they will provide a vacation assignment sheet that you can have your teachers fill out before you leave.

REPORT CARDS:

Report cards are viewable in Infinite Campus via the Parent Portal.

INFINITE CAMPUS (ON-LINE STUDENT INFORMATION SYSTEM FOR PARENTS)

Infinite campus provides instant access to accurate, current, and confidential information about your child. This includes: assignments, grades, attendance, food service balance, unofficial transcripts, testing results, school contact information, emergency contact information, and more!

In addition, you may sign up to be notified automatically via email of absences, tardies, and missing assignments. This information is secure, view only data that will be accessed through a confidential user name and password. Data is updated into the parent portal from our student management system and from individual teacher grade books in real time.

For directions on how to sign up for the parent portal, please visit our website at <https://www.shakopee.k12.mn.us/domain/1962> or contact the school directly.

Parent access is provided as a means to further promote educational excellence and to enhance communication with parents. Every parent is expected to act in a responsible, ethical and legal manner. Access is available to every parent or guardian of a student enrolled at Pearson.

Users are required to adhere to the following guidelines:

- Users should not share their passwords with anyone, or set browsers to auto login.
- Users will not attempt to harm or destroy data on any district network.
- Users will not use Infinite Campus for any illegal activity, including violation of Data Privacy laws.
- Users will not access data or any account owned by another parent or user.
- Users who identify a security problem with Infinite Campus must notify the office immediately. Please do not demonstrate this problem to anyone else.
- Users who are identified as a security risk to Infinite Campus or any other ISD 720 computers or networks, will be denied access.

CANVAS

Canvas is the online learning management system (LMS) used by students in grades 6-12. Every teacher has their own Canvas page for their specific course content. It can be accessed either through an app or internet browser. Below are the main purposes for which students will utilize Canvas:

- Check calendar with due dates for all courses
- Find assignment materials, resources, and directions. These will be organized into modules by unit so students can focus on the materials in the current unit of study.
- Turn in/Upload assignments and quizzes

All students will have their own Canvas accounts and are able to show their parents/guardians content through their own student account. Parents are encouraged to set up their own account as well. Click the link for directions on how to get a parent account- bit.ly/canvasforparents

GENERAL INFORMATION

ADDRESS CHANGES:

If at any time your address changes, please contact the school office as soon as possible so there is no interruption to your school correspondence. If you are moving out of the school district and will no longer be attending Shakopee schools, please allow at least 2 days advance notice whenever possible so your student can complete a Withdrawal Grades sheet to take to their new school.

AFTER SCHOOL DETENTION PROGRAM:

Students accumulating three or more unexcused tardies to any class may be assigned After School Detention. Detentions will continue to be assigned for every third unexcused tardy. The Administration reserves the right to assign additional consequences in the event a student does not serve the detention as assigned or in the event a student is habitually tardy to school or to classes.

Additionally, After School Detention may be assigned as a consequence for behaviors that do not warrant a day of In School Suspension, yet need to be addressed.

ANNOUNCEMENTS:

Announcements are made in the AM at the beginning of first hour and in the PM at the end of last hour, if needed. Announcements are then posted on the website daily.

ARRIVAL TIME:

7:15AM - Please do NOT arrive earlier than 7:15AM unless you are here to work with a teacher or attending a meeting for a school event. Students are required to stay in locker bays until 7:40 at which time they may enter classroom areas.

ATHLETIC BAGS:

We will provide a storage area for athletic gear – please see the main office for that location.

BACKPACKS:

All backpacks, large bags, drawstring bags, etc must be kept in your locker during the school day and are not allowed in classrooms.

BREAKFAST:

See "School Meal Program."

BUSSES:

Only students ASSIGNED to a bus may ride the bus. The bus company DOES NOT allow students to bring friends home on the bus. Questions? Contact Palmer Bus Co. at (952)445-1166.

DEPARTURE:

The last bell rings at 2:25PM. Students are required to leave the building by 2:40 unless they are under the direct supervision of a teacher or involved in an after school activity. Repeated non-compliance may result in a property exclusion (trespass) filed with the Shakopee Police Department.

DRESS:

Students are expected to dress appropriately for school with midriffs and all under clothing covered. Additionally, clothing may not include words or visuals which are lewd, obscene, disruptive, abusive or discriminatory, or which create a safety hazard, or which promotes products or activities that are illegal for minors. Dress or grooming which is disruptive to the classroom or school atmosphere is not allowed. Shoes must be worn at all times for health and safety reasons. Students may not wear hats or head coverings (except for religious reasons).

EARLY RELEASE DAYS:

Four Early Release days were added to the academic calendar. On these days, students are dismissed two hours early from school so that teachers and other educators may meet, collaborate, receive training, and develop methods and programs to improve instructional skills and academic achievement for all students.

ELECTRONICS POLICY:

Information is readily available and accessible through many different forms of technology. The use of any electronic devices not provided by the school district in the classroom would be for educational purposes only, as determined by the teacher. Individual teachers reserve the right to prohibit personal electronic devices in the classroom. Electronic devices can't be used in the bathrooms (or locker room) of the school at any time. Students may use electronic devices during passing times and while at lunch. Independent texting, gaming, and participation in social media in class are strictly prohibited. Repeated violations will be addressed with escalating consequences. Electronic device examples include, but are not limited to: iPad, iPod, Laptop, Cell phone, Kindle, EBooks, Tablets

FEES:

Classes - Classes such as Art, PLTW, and Band may collect a fee if you wish to keep a project that is done in class. The individual teachers will give you information.

Sports and Clubs - After school sports and some clubs that meet after school will require a fee. This fee may be waived in the case of financial need. If this is a concern for you, please see your dean, the athletic director at the High School, or the Principal.

Field Trips - When field trips are taken, we collect ticket fees, entrance fees, bus fees and permission slips from students. If you do not have the money to pay please talk to your teacher. Your teacher will keep your concern confidential, but may be able to help.

Fines - Fines will be assessed for lost or damaged books. Students and parents will be notified throughout the year, and in the spring. Students may be assigned consequences in an effort to collect missing books or fines. Consequences may include lunch detentions, after-school detentions, and possibly withholding of yearbooks. A certain amount of wear and tear is expected each year. Book fines are reserved for cases of excessive damage and lost books. At the close of the year a letter will be mailed to those students with outstanding fines.

FIRE/TORNADO/LOCK DOWN DRILLS:

Fire/Tornado/Lock down drills are held throughout the school year. Signs are posted in classrooms indicating the proper exits to use. During a drill or emergency evacuation, students are to proceed to the assigned area in an orderly and quiet manner. Students are to listen carefully to their teachers for instructions during a fire or tornado drill. Cooperation during such drills is expected.

FOOD IN THE CLASSROOM/HALLS:

Food and drinks are allowed in the cafeteria not in the classrooms, hallways, or on buses.

FUNDRAISERS:

Items may be sold only if the fund-raiser has been approved by the principal. Students may not sell items during class. The school cannot be responsible for money students have collected. Do not keep money in your locker.

HALL PASSES:

Students must have a signed and timed hall pass or pass book whenever they leave the classroom. Students in the halls without a pass may be subject to disciplinary action.

LATE ARRIVALS:

Be sure to check in with the Office BEFORE going to class whenever you arrive late for any reason.

LEAVING FOR LUNCH:

Students are not to leave school for lunch unless going with **their parent**. You may not go home for lunch or go out to lunch with another student's parent. Parents are welcome to bring lunch items for their own student. Please do not bring food items in for groups of students. Students are not permitted to have outside vendors deliver food for lunch.

LOCKERS:

Lockers are the property of Shakopee Schools and may be searched at any time by school Administration. Advisors also have access to student lockers. Each student is assigned their own locker at the beginning of the year. **Students are required to use their own locker. Sharing lockers or locker combinations is NOT permitted.** Using your assigned locker is the best way to ensure the security of your items. If you have a problem with your locker, please let office staff know.

LOITERING:

"Hanging Out" - Students are required to leave the building **immediately** after school unless participating in a school activity or working with a staff member. Loitering (hanging out) is not allowed. If you need a ride home, please make these arrangements ahead of time to avoid waiting in the entrance areas.

LOST AND FOUND:

Whenever you lose an item, please be sure to check the Lost and Found right away and claim your item. Small items such as electronics, jewelry, keys and eyewear are kept in the main office. It is your responsibility to check for your lost items. All items not claimed will be donated to charities. Lost iPads should be reported to the Learning Commons ASAP.

LUNCH:

See "School Meal Program."

MONEY / VALUABLES:

DO NOT bring excess money or valuables to school. The safety of these items cannot be guaranteed. Also note - for security purposes, **the Main Office does NOT keep cash in the office.**

NUISANCE ITEMS:

The Middle Schools are committed to providing an environment free from distraction and focused on learning. Often items such as spinners, slime, or other trendy toys become significant distractions, get stolen, or become the primary focus of students over the intended attention to learning. Such items are better suited for home use. When improperly used in school, these items may be confiscated to be picked up later by a parent. This is not to be confused with fidgets identified as accommodations for students as approved by case managers.

NURSES OFFICE:

If a student is not feeling well, they must get a pass from their teacher to go to the nurse's office. Students may NOT call home from the classroom phone or use of their cell phone in such cases. Such use of cell phones will be considered a violation of the acceptable use policy.

PERSONAL ITEMS:

Shakopee Public Schools are not responsible for any personal belongings lost or taken. Please use care if bringing items such as cell phones to school. Items of significant value are discouraged.

PLEDGE OF ALLEGIANCE:

Middle School students will recite the pledge of allegiance to the flag of the United States of America the first day of each week. Any student or teacher may decline, for personal reasons, to participate in recitation of the pledge, and students and staff must respect their right to make that choice.

SELLING OF GOODS:

Students are not allowed to buy and sell personal items to peers on their own accord at school. Such activity leads to significant distraction from learning.

STUDY HALLS:

Study Halls are offered to 7th and 8th graders and are designed so those students will have time to study, read, and/or work on homework. Students are required to bring appropriate materials to work on in study halls. Expectations and guidelines will be reviewed with students during the first week of class.

SWIMMING IN PE CLASS:

Students swim in PE in grades 6, 7 and 8. You may bring your own swimsuit. Girls' suits must be one piece. Boys' suits must be "boxer" style and may not be cut-off jeans. School suits are available if needed. Students will be required to swim each day of the unit. Any missed day(s) of swimming need to be made up with a swim make up. Make up swims are made up either before or after school.

TEXTBOOKS:

Please take care of them. You will be charged the replacement cost of any book you lose or be charged a fee for damage. According to Minnesota Statutes 120.101: "The school will charge an appropriate replacement fee for textbooks, workbooks or library books lost or destroyed by students."

VISITORS:

LobbyGuard is a visitor management system. Visitors of our schools who wish to go past the front office must check-in using LobbyGuard. Visitors will simply swipe an identification card or report their first and last name to the office secretary. This system allows us to ensure that we know exactly who is in our buildings at any time. Middle School students are not allowed to bring visitors to school.

WEBSITE:

The district website is www.shakopee.k12.mn.us. Be sure to use this often for updated information.

WITHDRAWAL:

If you are moving out of the district and will be attending a different school, the school office should be informed as early as possible. Please contact the school Registrar @ 952-496-5701.

YEARBOOK:

Students who did not purchase their Yearbook at the Open House will get another opportunity to purchase one at another time that will be announced in advance. Please listen for announcements and watch for postings on the website. Yearbooks will be distributed during the last week of school. Please be sure to keep your receipt in case there are any problems.

HEALTH SERVICES

Health services are provided in the Shakopee School District to promote and maintain the health and safety of all students and staff. Healthy students are better learners. The school district, in accordance with state law, will develop, maintain and monitor health records and statistics. Every effort will be made to safeguard the privacy of all health data that must be accumulated. Data that is required by law will appear on the student's health record. This information includes, but may not be limited to, immunizations and yearly screening results.

ILLNESS / INJURY:

If you should become ill during the day, you **MUST** report to the Nurses' Office. Please do not call from the classroom or from a cell phone. Students must get a pass from the nurse or the office to leave the building. A health assistant (a Licensed Practical Nurse) staffs each school health office to administer medications, provide first aid for injuries and care for students who become ill at school. This is done under the supervision of the district's licensed school nurses. A parent will be contacted and asked to pick up a student if the student is vomiting, has diarrhea, has a temperature over 100 degrees, has a suspected contagious condition such as chicken pox, or has an injury that may require medical attention. **Fever of 100 degrees or more:** The student needs to stay home for 24 hours after the temperature returns to normal. **Vomiting and diarrhea:** The student needs to stay home 24 hours after the last episode.

IMMUNIZATIONS:

In accordance with Minnesota Statutes, sections 121A.15 and 135A.14, all children who are enrolled in a Minnesota school must submit documentation of immunization against diphtheria, tetanus, pertussis, polio, measles, mumps and rubella.

Parents may file a legal exemption from immunizations. Allowable exemptions for any or all immunizations include:

- **Medical exemption** - signed by a physician stating that the immunization is prohibited for medical reasons or because an adequate immunity already exists,
- **Conscientious exemption** - signed by the parent or legal guardian and notarized stating that the child has not been immunized because of conscientiously held beliefs of the parent or legal guardian.

School-age children have a grace period of eight months to complete any primary immunization series. Records of all children entering Shakopee schools will be reviewed. **No child will be allowed to attend school if immunization records are not up-to-date.**

MEDICATIONS:

Shakopee Schools maintain a safe, effective medication procedure that is current with accepted standards.

- Medication is dispensed by designated school personnel in each building who are in-serviced yearly and supervised by the district licensed school nurses.
- Medication must be brought to school in an original container appropriately labeled by the pharmacy with date, child's name, dosage, time intervals and any other key instructions. Over-the-counter medication will be administered only when the medication comes in the original container. The schools, by law, are not permitted to supply medications of any kind.
- The "*Permission to Dispense Medication*" form must be filled out completely and submitted in order for the school to administer medication to a student. The form needs to be signed by both the parent and the physician for all prescription medications. Only a parent signature is required for over-the-counter medication. These forms will not be carried over from one year to the next and new forms must be submitted each year.
- Whenever possible, the parent or guardian should make arrangements so that it is not necessary for school personnel to administer medication to a student.

PROCEDURE FOR STUDENTS WITH SEVERE ALLERGY:

Shakopee Public School attempts to take reasonable measures to accommodate student's health needs in order to promote a safe environment for students with severe or life-threatening allergies. Parents who have students with severe allergies should contact their school health office about their student's allergy. Medical documentation from a Licensed Physician, Physician's Assistant, or Certified Nurse Practitioner will be required for accommodations to be made at school for the student. Forms related to allergies can be found on the Shakopee School District web site under District Services/Health Services/ Health Conditions. Successful management of severe allergies in the school setting requires the development of a plan that will best meet the needs of the child and be least disruptive to the routines of the classroom. Parent and Student Responsibilities that will aid in the successful management of severe allergies are included below:

Family's Responsibility

- Notify the school of the student's allergies. (**Annual Health Update form** and medical documentation)
- Provide written medical documentation, instructions and medications as directed by a physician, using the **Allergy Action Plan** and **Allergy Questionnaire**. The **Allergy Action Plan** and **Allergy Questionnaire** are available on the Shakopee Public Schools website. Parent/Guardian may be asked to contact the physician for recommendations for accommodations during the school day.
- Work with the school team to develop a plan for reasonable accommodations for the student's needs during the school day including in the classroom, in the cafeteria, playground, and field trips.

- Parent/Guardian is encouraged to contact Shakopee Food Service to create an alert on the food service account. Parents are also encouraged to contact food service in their students building to discuss menu items or review the ingredients of food served at school.
- Parent/Guardian will coordinate a plan for before and after school activities and for transportation to and from school. Parents are encouraged to introduce themselves and their student to the bus driver and alert him/her to the student's allergy.
- Provide properly labeled medications and replace medications after use or upon expiration. One Epinephrine dose will be kept in the health office at a minimum.
- Provide safe alternative for snacks, birthday treats. Review the school lunch menu for possible unsafe foods.
- Parents are encouraged to educate their student in the self-management of their food allergy including:
 - Safe and unsafe foods
 - **Strategies for avoiding exposure to unsafe foods (bring their own safe snack to school, review school lunch menu for possible unsafe foods)**
 - Symptoms of allergic reactions
 - How and when to tell an adult they may be having an allergy-related problem
 - How to read food labels (age appropriate)
 - Self-administration of Epinephrine (Epi-Pen) per parent and student readiness
 - Obtain a medical alert bracelet for the student to wear.
- Parents are encouraged to provide a current picture of their student to the health office.
- Parents are encouraged to review upcoming projects and field trips, and communicate any concerns to the teacher.

Student Responsibility

- Should not trade food with others
- Should not eat anything with unknown ingredients or known to contain any allergen.
- Should be proactive in the care and management of their food allergies and reactions based on their developmental level.
- Should notify an adult immediately if they eat something they believe may contain the food to which they are allergic.
- It is recommended that the student wear appropriate Medic-Alert bracelet, or similar
- It is recommended that the student share (or have the teacher or nurse share) information regarding his/her allergy with classmates.
- Student should minimize risk in the lunchroom by sitting at the allergen-free table if it is available.

SCHOOL MEAL PROGRAM

FOODSERVICE HEADQUARTERS:

Located at the District Office. Students can bring their cash or checks directly to the Food Service office and they will enter the deposit on their account right away. Funds can also be delivered to the main office at the Middle School, or added to the account online.

FREE/REDUCED MEALS:

Applications and financial guidelines for Free/Reduced priced meals are provided to all families at the beginning of each school year. Everyone is welcome to turn in an application to the Food Service Department or their school's Main Office. Only one application per family is needed. Applications can also be obtained on-line, or from any school office. After applying, the Food Service department will inform you if you are qualified for Free or Reduced meals. F/R status does **NOT** carry over to the next year. **You MUST re-apply every year.**

MEAL COSTS:

Students not qualifying for free or reduced meals will pay the following price per meal:

BREAKFAST: \$1.65

LUNCH: \$2.75

EXTRA MILK: .50

ADULT: \$4.00

MY STUDENTS ACCOUNT BALANCE:

You can check your student’s account balance online. Students are also informed by lunch room cashiers when their lunch account is LOW. Please remember, students are NOT allowed to charge meals so please be sure to put money in your student’s account when this happens. This can be done online or sent to school with your student. To make a deposit online, you will need to know your student’s ID number.

SPECIAL REQUESTS:

If you choose to flag your student’s account with limitations (i.e. no extras), you must contact Food Service at 952-496-5140 or 952-496-5141 to have a message indicated on their account.

BULLYING POLICY

Adopted:

MSBA/MASA Model Policy 514

Orig. 2003

Revised:

Rev. 2014

514 BULLYING PROHIBITION POLICY

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student’s act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student’s educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district’s policies and procedures, including the school district’s discipline policy (See MSBA/MASA Model Policy 506). The school district may take into account the following factors:

1. The developmental ages and maturity levels of the parties involved;
2. The levels of harm, surrounding circumstances, and nature of the behavior;
3. Past incidences or past or continuing patterns of behavior;
4. The relationship between the parties involved; and
5. The context in which the alleged incidents occurred.

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

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

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

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

III. DEFINITIONS

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

- A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:
1. An actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
 2. Materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.
- The term, "bullying," specifically includes cyberbullying as defined in this policy.
- B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that does the following:
1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
 2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
 3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status

related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.

- E. "On school premises, on school district property, at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.
- F. "Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.
- G. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- H. "Student" means a student enrolled in a public school or a charter school.

IV. REPORTING PROCEDURE

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.
- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.
- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.

- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. SCHOOL DISTRICT ACTION

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy (See MSBA/MASA Model Policy 506) and other applicable school district policies; and applicable regulations.
- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

VI. RETALIATION OR REPRISAL

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

VII. TRAINING AND EDUCATION

- A. A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall

be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.

B. B. The school district shall require ongoing professional development, consistent with Minn. Stat. § 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:

1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
4. The incidence and nature of cyberbullying; and
5. Internet safety and cyberbullying.

C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.

D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.

E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

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

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

1. Engage all students in creating a safe and supportive school environment;
2. Partner with parents and other community members to develop and implement prevention and intervention programs;
3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
5. Teach students to advocate for themselves and others;
6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
7. Foster student collaborations that, in turn, foster a safe and supportive school climate.

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

- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy (See MSBA/ MASA Model Policy 515) in the student handbook.

VIII. NOTICE

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.
- C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See MSBA/MASA Model Policy 506) distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

IX. POLICY REVIEW

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

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definition of Public School)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0311 (Notice of Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. § 124D.10 (Charter School)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Cross References:

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 423 (Employee-Student Relationships)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

HAZING PROHIBITION - MSBA/MASA Model Policy 526 - Orig. 1997-Rev. 1999

POLICY:

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

II. GENERAL STATEMENT OF POLICY -

- No student, teacher, administrator, volunteer, contractor or other employee of the Shakopee Public Schools shall plan, direct, encourage, aid or engage in hazing.
- No teacher, administrator, volunteer, contractor or other employee of the Shakopee Public Schools shall permit, condone or tolerate hazing.
- Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.
- This policy applies to behavior that occurs on or off school property and during and after school hours.
- A person who engages in an act that violates school policy or law in order to initiate into or affiliated with a student organization shall be subject to discipline for that act.
- The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

A. **“Hazing”** - Committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other purpose. The term hazing includes, but is not limited to:

- Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking or placing a harmful substance on the body.
- Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
- Any activity involving the consumption of any alcoholic beverage, drug, tobacco product or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
- Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.
- Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.

“Student organization” - A group, club or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

IV. REPORTING PROCEDURES

- Any person who believes he or she has been the victim of hazing or any person with knowledge or belief of conduct, which may constitute hazing, shall report the alleged acts immediately to the School District Human Rights Officer(s) or building principal.
- The building principal is the person responsible for receiving reports of hazing at the building level. Any person may report hazing directly to a School District Human Rights Officer(s) or the Superintendent.
- Teachers, administrators, volunteers, contractors and other employees of the school district shall be particularly alert to possible situations, circumstances or events that might include hazing. Any such person who receives a report of, observes, or has other knowledge or belief of conduct, which may constitute hazing, shall inform the building principal immediately.
- Submission of a good faith complaint or report of hazing will not affect the complainant or reporter’s future employment, grades or work assignments.

V. SCHOOL DISTRICT ACTION

- Upon receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.
- The school district may take immediate steps, at its discretion, to protect the complainant, reporter, students, or others pending completion of an investigation of hazing.
- Upon completion of the investigation, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements, applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act, school district policies and regulations.

VI. REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the school district who retaliates against any person who makes a good faith report of alleged hazing or against any person who testifies, assists, or participates in a proceeding or hearing relating to such hazing. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

VII. DISSEMINATION OF POLICY

This policy shall appear in all staff, student and parent handbooks.

OFFENSIVE BEHAVIOR / SEXUAL HARASSMENT POLICY

It is the policy of Independent School District 720 that no employee or student of the district shall be subjected to offensive or degrading remarks or conduct. Such behavior includes inappropriate remarks or conduct related to an employee's or student's race, color, creed, retaliation, national origin, sex, affection orientation, marital status, disability, age, status with regard to public assistance or membership or activity in local commission dealing with discrimination. Offensive behavior prohibited by this policy also includes but is not limited to engaging in illegal, immoral or unethical conduct or retaliation for making a complaint. One specific kind of illegal behavior is sexual harassment. Sexual harassment means unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment or advancement, or of a student's education or participation in school programs or activities;
- Submission to or rejection of such conduct by an employee or student is used as the basis for decisions affecting that individual's employment or education;
- Such conduct has the purpose or effect of unreasonably interfering with an employee's or student's performance or creating an intimidating, hostile or offensive work or learning environment.

Employees, students and citizens should understand that this policy applies to each and every student, employee and citizen of the school district, including all full-time, part-time and temporary employees.

Each employee, student and citizen must operate with total integrity to create an environment free of discrimination and other inappropriate behaviors. Each supervisor shall be responsible for promoting understanding and acceptance of and ensuring compliance with state and federal laws and board policy and procedures governing offensive behavior and sexual harassment within his or her school or office.

Violations of this policy or procedure will not be tolerated. Offensive behavior will be cause for immediate and strict disciplinary action up to and including discharge for staff and up to and including expulsion for students.

To file a complaint, contact Personnel Office/Human Rights Office at the District Office.

NON-DISCRIMINATION POLICY

Independent School District 720 is committed to a policy on non-discrimination. The school district will not discriminate in any matters concerning staff, students, educational programs and services and persons with whom the board does business.

In addition to compliance with all federal and state laws, the school district shall consider discrimination to be an overt or covert behavior that excludes participation in or denies the benefits derived from any educational program or employment opportunity based on race, color, creed, religion, national origin, sex, sexual orientation, marital status, disability, status with regard to public assistance and age.

In keeping with the school district's commitment and the requirements of law, the school district will establish and maintain a program designed to identify, remediate and prevent discrimination in employment, assignment and promotion of personnel; in educational programs, services and opportunities offered students and staff; in location and use of facilities; and in educational materials.

STUDENT RECORDS POLICY

In order to provide students with appropriate instruction and educational services, it is necessary for the district to maintain adequate information about each student and to preserve a record of essential and pertinent educational achievement and progress. It is essential that these records be readily available to appropriate school personnel, be accessible to the student's parents or legal guardians or the student in accordance with law, and yet be guarded as confidential information. It will be the responsibility of the superintendent to provide for the proper administration of student records in keeping with state law and federal requirements and to standardize procedures for the collection of necessary information about individual students throughout the district.

STUDENT RECORDS-RELEASE OF INFORMATION POLICY

The Family Educational Rights and Privacy Act requires school districts to notify parents and students that certain information from student records will be released and made public without the written consent of the parents or students 18 years or older.

STUDENT SEX NON-DISCRIMINATION

522.1 POLICY: ADOPTED: 3-12-07

522 STUDENT SEX NON-DISCRIMINATION

I. PURPOSE

Students are protected from discrimination on the basis of sex pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. The purpose of this policy is to provide equal educational opportunity for all students and to prohibit discrimination on the basis of sex.

II. GENERAL STATEMENT OF POLICY

- A. The school district provides equal educational opportunity for all students, and does not unlawfully discriminate on the basis of sex. No student will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any educational program or activity operated by the school district on the basis of sex.
- B. It is the responsibility of every school district employee to comply with this policy.
- C. The school board hereby designates the school district's Activities Director as its Title IX coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.
- D. Any student, parent or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss them with the Title IX coordinator.

III. REPORTING GRIEVANCE PROCEDURES

- A. Any student who believes he or she has been the victim of unlawful sex discrimination by a teacher, administrator or other school district personnel, or any person with knowledge or belief of conduct which may constitute unlawful sex discrimination toward a student should report the alleged acts immediately to an appropriate school district official designated by this policy or may file a grievance. 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 unlawful sex discrimination toward a student directly to a school district human rights officer or to the superintendent.
- B. The building principal is the person responsible for receiving oral or written reports or grievances of unlawful sex discrimination toward a student at the building level. Any adult school district personnel who receives a report of unlawful sex discrimination toward a student shall inform the building principal immediately.

- C. Upon receipt of a report or grievance, the principal must notify the school district human rights officer 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 human rights officer. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any report or complaint of unlawful sex discrimination toward a student as provided herein may 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 human rights officer by the reporting party or complainant.
- D. The school board hereby designates the school district's Human Resources Manager as the school district human rights officer(s) to receive reports, complaints or grievances of unlawful sex discrimination toward a student. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.
- E. The school district shall conspicuously post the name of the Title IX coordinator and human rights officer(s), including office mailing addresses and telephone numbers.
- F. Submission of a good faith complaint, grievance or report of unlawful sex discrimination toward a student 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.

IV. INVESTIGATION

- A. By authority of the school district, the human rights officer, upon receipt of a report, complaint or grievance alleging unlawful sex discrimination toward a student shall promptly undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged unlawful sex discrimination toward a student.
- E. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual or whether they appear to be violations of this policy.

V. SCHOOL DISTRICT ACTION

- A. Upon conclusion of the investigation and receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.
- B. The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

VI. REPRISAL

The school district will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful sex discrimination toward a student or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such unlawful sex discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

VII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

VIII. DISSEMINATION OF POLICY AND EVALUATION

- A. This policy shall be made available to all students, parents/guardians of students, staff members, employee unions and organizations.
- B. The school district shall periodically review this policy for compliance with state and federal laws prohibiting discrimination.

413 HARASSMENT AND VIOLENCE

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is free from religious, racial or sexual harassment and violence. The school district prohibits any form of religious, racial or sexual harassment and violence.

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of the school district to maintain a learning and working environment that is free from religious, racial or sexual harassment and violence. The school district prohibits any form of religious, racial or sexual harassment and violence.
- B. It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the school district to harass a pupil, teacher, administrator or other school personnel through conduct or communication of a sexual nature or regarding religion and race as defined by this policy. (For purposes of this policy, school personnel includes school board members, school employees, agents, volunteers, contractors or persons subject to the supervision and control of the district.)
- C. It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the school district to inflict, threaten to inflict, or attempt to inflict religious, racial or sexual violence upon any pupil, teacher, administrator or other school personnel.
- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of religious, racial or sexual harassment or violence, and to discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who is found to have violated this policy.

III. RELIGIOUS, RACIAL AND SEXUAL HARASSMENT AND VIOLENCE DEFINED

A. Sexual Harassment: Definition

1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education;
 - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education;
 - c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile or offensive employment or educational environment.
2. Sexual harassment may include but is not limited to:
 - a. unwelcome verbal harassment or abuse;
 - b. unwelcome pressure for sexual activity;
 - c. unwelcome, sexually motivated or inappropriate patting, pinching or physical contact, other than necessary restraint of pupil(s) by teachers, administrators or other school personnel to avoid physical harm to persons or property;
 - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
 - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
 - f. unwelcome behavior or words directed at an individual because of gender.

B. Racial Harassment: Definition

Racial harassment consists of physical or verbal conduct relating to an individual's race when the conduct:

1. has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance;
3. otherwise adversely affects an individual's employment or academic opportunities.

C. Religious Harassment: Definition

Religious harassment consists of physical or verbal conduct which is related to an individual's religion when the conduct:

1. has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance;

D. Sexual Violence: Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minn. Stat. 609.341, includes the primary genital area, groin, inner thigh, buttocks or breast, as well as the clothing covering these areas.
2. Sexual violence may include, but is not limited to:
 - A. Touching, patting, grabbing or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
 - B. Coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
 - C. Coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another;
 - D. Threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

E. Racial Violence: Definition

Racial violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, race.

F. Religious Violence: Definition

Religious violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, religion.

G. Assault: Definition

1. an act done with intent to cause fear in another of immediate bodily harm or death;
2. The intentional infliction of or attempt to inflict bodily harm upon another; or
3. The threat to do bodily harm to another with present ability to carry out the threat.

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the victim of religious, racial or sexual harassment or violence 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 religious, racial or sexual harassment 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 of 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 harassment or violence directly to a school district human rights officer or to the superintendent.
- B. In each school building: The building principal is the person responsible for receiving oral or written reports of religious, racial or sexual harassment or violence at the building level. Any adult school district personnel who receives a report of religious, racial or sexual harassment or violence shall inform the building principal immediately.
- C. Upon receipt of a report, the principal must notify the school district human rights officer 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 human rights officer. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein 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 human rights officer by the reporting party or complainant.
- D. In the District: The school board hereby designates the school district Human Resources Manager as the school district human rights officer (s) to receive reports or complaints of religious, racial or sexual harassment or violence. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.
- E. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- F. Submission of a good faith complaint or report of religious, racial or sexual harassment or violence will not affect the complainant or reporter's future employment, grades or work assignments.
- 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.

V. INVESTIGATION

- W. By authority of the school district, the human rights officer, upon receipt of a report or complaint alleging religious, racial or sexual harassment or violence, shall immediately undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- X. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- Y. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- Z. In addition, the school district may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged religious, racial or sexual harassment or violence.
- AA. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

- A. Upon receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.
- B. The results of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

VII. REPRISAL

The school district will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who makes a good faith report of alleged religious, racial or sexual harassment or violence or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

IX. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. 626.556 may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

- Y. This policy shall be posted in each school building in an area accessible to pupils and staff members, and on the school district web site.
- Z. This policy shall appear in the student handbook.
- AA. The school district will develop a method of discussing this policy with students and employees.
- BB. This policy shall be periodically reviewed for compliance with state and federal law.

SHAKOPEE PUBLIC SCHOOLS
RELIGIOUS, RACIAL, OR SEXUAL HARASSMENT AND VIOLENCE REPORT FORM

General Statement of Policy Prohibiting Religious, Racial, or Sexual Harassment

Shakopee Public Schools maintains a firm policy prohibiting all forms of discrimination. Religious, racial, or sexual harassment or violence against students or employees is discrimination. All persons are to be treated with respect and dignity. Sexual violence, sexual advances or other forms of religious, racial, or sexual harassment by any pupil, teacher, administrator or other school personnel, which create an intimidating, hostile or offensive environment will not be tolerated under any circumstances.

Complainant _____

Home Address _____

Work Address _____

Home Phone _____ Work Phone _____ Cell Phone _____

Date of Alleged Incident(s) _____

Circle as appropriate: sexual / racial / religious

Name of person you believe harassed or was violent toward you or another person _____

If the alleged harassment or violence 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 harassed or has been violent to me or to another person. I hereby certify that the information I have provided in this complaint is true, correct and complete to the best of my knowledge and belief.

(Complainant Signature)

(Date)

Received by _____

(Date)

MULTI-MEDIA RELEASE FORM

Updated July 2017



Dear parent/guardian,

Throughout the school year, Shakopee students may have the opportunity to be photographed, videotaped and/or interviewed by school, district, local and/or national media.

The coverage of Shakopee Schools can include:

School Building/School District - school and district Web sites, publications such as yearbooks, newsletters, school calendars, flyers, brochures, presentations and social media.

Public Media - such as radio, television, newspapers, magazines and online news sources.

If you do not want to grant permission for the release of your child’s image (i.e. photograph, videotape) and interviews at school-related activities or events, **please sign and return** the bottom portion of this form.

If you do not grant permission, the school district will not allow the release of your child’s image (i.e. photograph, videotape) or the content of interviews, to the extent such activities and the release of such data is within the school district’s control.

If at any time during the school year, you would like to change your decision, please contact your child’s school.

Thank you for your cooperation.

.....

Multi-Media Release Form

I **do not give** consent for the release of images (i.e. photographs, videotape) and interviews of my child by the school district or public media during school-related activities or events.

Students Name

School and Grade

Parent/Guardian
(if student is under 18 years of age)

Date

Parent/Guardian daytime phone #

This document provides basic information to help parents/guardians make informed decisions that benefit their children, schools and communities.

Why statewide testing?

Minnesota values its educational system and the professionalism of its educators. Minnesota educators created the academic standards which are rigorous and prepare our students for career and college.

The statewide assessments are how we as a state measure that curriculum and daily instruction in our schools are being aligned to the academics standards, ensuring all students are being provided an equitable education. Statewide assessment results are just one tool to monitor that we are providing our children with the education that will ensure a strong workforce and knowledgeable citizens.

Why does participation matter?

A statewide assessment is just one measure of your student’s achievement, but your student’s participation is important to understand how effectively the education at your student’s school is aligned to the academic standards.

- Students who do not participate will receive a score of "not proficient."
- Students who receive a college-ready score on the high school MCA are not required to take a remedial, noncredit course at a Minnesota State college or university in the corresponding subject area.
- Educators and policy makers use information from assessments to make decisions about resources and support provided.
- Parents and the general public use assessment information to compare schools and make decisions about where to purchase a home or to enroll their children.
- School performance results that are publicly released and used by families and communities, are negatively impacted if students do not participate in assessments.

Academic Standards and Assessments

What are academic standards?

The [Minnesota K–12 Academic Standards](#) are the statewide expectations for student academic achievement. They identify the knowledge and skills that all students must achieve in a content area and are organized by grade level. School districts determine how students will meet the standards by developing courses and curriculum aligned to the academic standards.

What is the relationship between academic statewide assessments and the academic standards?

The statewide assessments in mathematics, reading, and science are used to measure whether students, and their school and district, are meeting the academic standards. Statewide assessments are one measure of how well students are doing on the content that is part of their daily instruction. It is also a measure of how well schools and districts are doing in aligning their curriculum and teaching the standards.

<p>Minnesota Comprehensive Assessment (MCA) and Minnesota Test of Academic Skills (MTAS)</p> <ul style="list-style-type: none"> • Based on the Minnesota Academic Standards; given annually in grades 3-8 and in high school in reading and mathematics; given annually in grades 5, 8 and in high school for science. • Majority of students take the MCA. • MTAS is an option for students with the most significant cognitive disabilities. 	<p>ACCESS and Alternate ACCESS for English Learners</p> <ul style="list-style-type: none"> • Based on the WIDA English Language Development Standards. • Given annually to English learners in grades K–12 in reading, writing, listening and speaking. • Majority of English learners take ACCESS for ELLs. • Alternate ACCESS for ELLs is an option for English learners with the most significant cognitive disabilities.
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Why are these assessments effective?

Minnesota believes that in order to effectively measure what students are learning, testing needs to be more than answering multiple choice questions.

- To answer questions, students may need to type in answers, drag and drop images and words, or manipulate a graph or information.
- The reading and mathematics MCAs are adaptive, which means the answers a student provides determine the next questions the student will answer.
- The science MCA incorporates simulations, which require students to perform experiments in order to answer questions.

All of these provide students the opportunity to apply critical thinking needed for success in college and careers and show what they know and can do.

Because test content represents the academic standards as completely as possible, preparing for and taking the assessments uses the very same knowledge, processes and strategies included in the standards.

Are there limits on local testing?

As stated in 120B.301, for students in grades 1-6, the cumulative total amount of time spent taking locally adopted districtwide or schoolwide assessments must not exceed 10 hours per school year. For students in grades 7-12, the cumulative total amount of time spent taking locally adopted districtwide or schoolwide assessments must not exceed 11 hours per school year.

In an effort to encourage transparency, the statute also requires a district or charter school, before the first day of each school year, to publish on its website a comprehensive calendar of standardized tests to be administered in the district or charter school during that school year. The calendar must provide the rationale for administering each assessment and indicate whether the assessment is a local option or required by state or federal law.

What if I choose not to have my student participate?

Parents/guardians have a right to not have their student participate in state-required standardized assessments. Minnesota Statutes require the department to provide information about statewide assessments to parents/guardians and include a form to complete if they refuse to have their student participate. This form follows on the next page and includes an area to note the reason for the refusal to participate. Your student's district may require additional information.

A school or district may have additional consequences beyond those mentioned in this document for a student not participating in the state-required standardized assessments. There may also be consequences for not participating in assessments selected and administered at the local level. Please contact your school for more information regarding local decisions.

When do students take the assessments?

Each school sets their testing schedule within the state testing window. Contact your student's school for information on specific testing days.

- The MCA and MTAS testing window begins in March and ends in May.
- The ACCESS and Alternate ACCESS for ELLs testing window begins at the end of January and ends in March.

When do I receive my student's results?

Each summer, individual student reports are sent to school districts and are provided to families no later than fall conferences. The reports can be used to see your child's progress and help guide future instruction.

How much time is spent on testing?

Statewide assessments are taken one time each year; the majority of students test online. On average, the amount of time spent taking statewide assessments is **less than 1 percent of instructional time** in a school year. The assessments are not timed and students can continue working as long as they need.

Why does it seem like my student is taking more tests?

The statewide required tests are limited to those outlined in this document. Many districts make local decisions to administer additional tests that the state does not require. Contact your district for more information.

Where do I get more information?

Students and families can find out more on our [Statewide Testing page](https://education.state.mn.us/Students_and_Families/Statewide_Testing) (education.state.mn.us > Students and Families > Statewide Testing).



Minnesota Statutes, section 120B.31, subdivision 4a, requires the commissioner to create and publish a form for parents and guardians to complete if they refuse to have their student participate in state-required standardized assessments. Your student's district may require additional information. School districts must post this form on the district website and include it in district student handbooks.

Parent/Guardian Refusal for Student Participation in Statewide Assessments

To opt out of statewide assessments, the parent/guardian must complete this form and return it to the student's school.

To best support school district planning, please submit this form to the student's school no later than January 15 of the academic school year. For students who enroll after a statewide testing window begins, please submit the form within two weeks of enrollment. A new refusal form is required **each year** parents/guardians wish to opt the student out of statewide assessments.

Date _____ (This form is **only** applicable for the 20____ to 20____ school year.)

Student's Legal First Name _____ Student's Legal Middle Initial _____

Student's Legal Last Name _____ Student's Date of Birth _____

Student's District/School _____ Grade _____

Please initial to indicate you have received and reviewed information about statewide testing.

_____ I received information on statewide assessments and choose to opt my student out. MDE provides a *Parent/Guardian Guide to Statewide Testing* on the [MDE website](#) (Students and Families > Statewide Testing).

Reason for refusal:

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

_____ MCA/MTAS Reading _____ MCA/MTAS Science

_____ MCA/MTAS Mathematics _____ ACCESS or Alternate ACCESS for ELLs

Contact your school or district for the form to opt out of local assessments.

I understand that by signing this form, my student will receive a score of "not proficient" and he/she waives the opportunity to receive a college-ready score that could save time and money by not having to take remedial, noncredit courses at a Minnesota State college or university. My school and I may lose valuable information about how well my student is progressing academically. In addition, opting out may impact the school, district, and state's efforts to equitably distribute resources and support student learning.

Parent/Guardian Name (print) _____

Parent/Guardian Signature _____

To be completed by school or district staff only.

Student ID or MARSS Number _____

Changes to the Student Handbook for 2018-19 School Year

**Overall, we changed the format to better highlight/match headings to content as well as changed the order of contents.

PAGE	CHANGE/UPDATE
6	Graduation Requirements will be updated via the link once decided by the board
6	Grading Policy - Establishing baselines for the school for alignment throughout Academies and PLC teams
7	Incomplete Policy - spelled out a clearer process/protocol for counselors, teachers and students
7	Credit for Prior Learning - Updating to align with Board Policy 620
8	Added Academy placement and appeal process to the registration section
9	Added Academic Integrity definitions to provide clarity for students and teachers
9	Honor Roll - updated policy with our practice
9	Academic Letters - Course Criteria Section: changed from 2 or more to 4 credits
11	Attendance - added a section on the importance of attendance every hour, every day for the success in the classroom - responsibility starts with the student at the HS level
11/12	Attendance: - Clarifying what is an excused and unexcused absence and up - Clarified the school response when excessive absences occur
14	Lockers Update with 9th graders coming to the building (10-12 - opt
19	Food Service - Updated the increased prices for lunch
21	Added School Culture Expectations for adults and students
26	Added Discipline Policy Purpose to introduce expectations and to lead into consequences if rules are not followed.
28	Definitions added for clarity since they are used in our discipline policy - cyberbullying, gang, gang-like activity, hazing
33-35	Added Statewide Testing Guide and Refusal for Student Participation - as required by MDE
36	Updated student activities registration fee of \$150.

Discipline Policy Updates

****Most changes are updating the info to read 9-12 vs. 10-12****

Page 4

	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE	4TH OFFENSE
Abuse: Verbal, Written or Otherwise Expressed - Arousing alarm in others through the use of language that is discriminatory, abusive, bullying, threatening or obscene, including through the use of electronic communication. Upon Staff	1-3 day suspension From: 3 day suspension	3-5 day suspension From: 5 day suspension	5-10 day suspension From 5-10 suspension recommendation for expulsion/exclusion	10 day suspension; recommendation for expulsion/exclusion ; police referral

Page 4

	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE	4TH OFFENSE
Refusing to obey an order to cease striking, hitting, or attacking another student with the intent to cause physical harm.	5-10 day suspension; police referral From: 10 day suspension; police referral	10 day suspension; recommendation for expulsion/exclusion; police referral	5-10 day suspension; police referral From: 10 day suspension; police referral	10 day suspension; recommendation for expulsion/exclusion; police referral

Page 5

	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE	4TH OFFENSE
Bullying - Bullying is subject to discipline under other categories including, but not limited to, abuse, assault, harassment, cyberbullying, or through the use of other electronic communication. (ISD 720 District Policy 514.1-5)	* Refer to district definition of bullying From: Refer to district definition of bullying	1-3 day suspension	3-5 day suspension	5-10 day suspension; recommendation for expulsion/exclusion

Page 6

	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE	4TH OFFENSE
Damage of Property (Vandalism)- Intentionally defacing, cutting, littering, or otherwise damaging property that belongs to the school, district, other students, employees or others. (NOTE: Tampering with or disabling surveillance, safety, fire or security equipment will automatically result in consequences beginning at the 2nd offense level.)	1-3 day suspension; police referral; restitution From: 3 day suspension; police referral; restitution	3-5 day suspension; police referral; restitution From: 5 Day suspension; police referral; restitution	5-10 day suspension; recommendation for expulsion/ exclusion; police referral; restitution From: 10 days suspension; recommendation for expulsion/ exclusion; police referral; restitution	

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	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE	4TH OFFENSE
Dress -Clothing maynot includewords orvisuals whichare lewd*,obscene*, disruptive*,abusive* ordiscriminatory*,or which createa safetyhazard, orwhich promotesproducts oractivities thatare illegal forminors. Dressor groomingwhich isdisruptive ofthe classroomor schoolatmosphere isnot allowed.Shoes must be worn at alltimes for healthand safetyreasons.Students maynot wear hatsor head coverings(except forreligiousreasons).Students maynot wearfacemasks thatwould prevent the student from being identified.	* Students will be asked to change, to cover up, and/or will be sent home From: *	* Students will be asked to change, to cover up, and/or will be sent home From: *	1-3 day suspension From: 3 day suspension	3-5 day suspension From: 5 day suspension

Page 7 - Fighting

	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE	4TH OFFENSE
Fighting - Adversarial physical contact (differentiated from poking, pushing, shoving or scuffling)in which one or bothof the partiescontributed to the situation by instigating a fight and/or physicalaction.	3-5 day suspension; police referral From: *	5-10 day suspension; or possible recommendationfor expulsion/ exclusion; police referral From: 5 day suspension; or possible recommendationfor expulsion/ exclusion; police referral	10 day suspension;recommend ation for expulsion/ exclusion; police referral	
Fighting, promoting/instigating a fight - Contributing to a fight verbally or through behavior, including through the use of electronic communication.	*	1-3 day suspension From: 3 day suspension	3-5 day suspension From: 5 day suspension	5-10 suspension; possible recommendation for expulsion/exclusion

Page 7

	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE	4TH OFFENSE
Food and Drink - No food or drink in prohibited areas.	* From: confiscation	confiscation; detention	confiscation; 1 day suspension	

Page 8

	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE	4TH OFFENSE
Insubordination- Failure torespond in anappropriatemanner to a staff member or personserving in asupervisoryrole.	*	1-3 day suspension From: 3 day suspension	3-5 day suspension From: 5-10 day suspension	5-10 day suspension

Page 8

	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE	4TH OFFENSE
Leaving Building Without Permission- Students are not allowed to leave the building during the day without a pass from the office. This includes going out to the parking lot to retrieve books or supplies from cars and leaving during lunch periods. If students need to leave the building, they need to stop in the office to receive a pass. Teachers do not have authority to give students passes to leave the building.	2 detentions From: 1 detention	1 day suspension in-school From: 2 detentions	1-3 day suspension From: 1 day in-suspension	3-5 day suspension From: 1 day in-suspension

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	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE	4TH OFFENSE
Student Parking - Students are to park in the designated student parking area with a Shakopee High School parking pass clearly and properly displayed. Students who park in an area designated for visitors or staff are in violation of this policy.	Warning	Fine/wheel lock or loss of parking privileges From: Loss of parking permit (new permit must be purchased)	Fine/wheel lock or loss of parking privileges From: Vehicle towed at owner's expense	vehicle towed at owner's expense

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	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE	4TH OFFENSE
Tobacco/Tobacco Related Products Possession or, Use or Intent to Sell - Possession or using tobacco or tobacco related products (including e-cigs and vaporizers) in any school location, in district buses or vehicles, or at district events is prohibited. District 720 is a tobacco-free district. Added: (including e-cigs and vaporizers)	2 day suspension; police referral	3 day suspension; police referral	5 day suspension; police referral	5-10 day suspension and possible recommendation for expulsion/exclusion; police referral

2018-19
SHAKOPEE
HIGH SCHOOL
Student
Handbook



SHAKOPEE HIGH SCHOOL
100 17TH AVENUE WEST
SHAKOPEE, MN 55379
952-496-5152 **952-496-5155 (fax)**

**SHAKOPEE HIGH SCHOOL
STUDENT HANDBOOK 2018-2019**

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Dear Shakopee Students/Parents/Guardians:

We are excited and looking forward to the 2018-19 school year. This is the year that all of the planning and construction at Shakopee High School come to an end and we are able to unveil our new and improved school. Students and families, welcome to the Academies of Shakopee! The Academies of Shakopee was created to ensure a welcoming, inclusive environment within a large high school setting and to improve student success in post-secondary programs and careers. We encourage students to become involved in the school, whether that be through a club, an activity, a sport or within their academy. High school is a time for students to explore different interests, discover new talents, and reach their goals both inside and outside the classroom.

We encourage parents and guardians to be a part of their student's education. Please continue to connect and communicate with your student, as well as communicate with staff. Communicating with staff will help your student know that many individuals care and want them to succeed and be ready for life after high school.

Please do not hesitate to contact the office with any questions, comments, or concerns.

Shakopee High School Administration

Shakopee School Song

Fight, fight, fight, for Shak-o-high,
We're going to fight, fight, fight for fame.
Fight, fight, fight for Shak-o-high,
We're going to fight to win this game.
Glory and honor to our high school,
Shak-o-high we'll stay right with you while you
Fight, fight, fight for Shak-o-high,
We're going to fight, fight, fight, fight, fight!

**Shakopee High School
Helpful Phone Numbers**

MAIN OFFICE:		(952)496-5152
PRINCIPAL:	Jeff Pawlicki	(952)496-5151
ACADEMY PRINCIPALS:	Stuart Lang: <i>Freshman Academy</i>	(952)496-5159
	Sarah Jordan: <i>Arts & Communication / Business & Entrepreneurship</i>	(952)496-5163
	Scott Doran: <i>Health Science / Human Services</i>	(952)496-5169
	Ed Cox: <i>Engineering & Manufacturing / Science & Technology</i>	(952)496- 5971
ACTIVITIES DIRECTOR:	John Janke	(952)496-5171
OFFICE STAFF:	Activities Office: Crissy Shoemaker	(952)496-5171
	Admin Assistant: Stephanie Janke	(952)496-5151
	Attendance: Sherry DeBehnke	(952)496-5153
	Counseling Office: Linda O'Connell	(952)496-5168
	Office Assistant: Melissa Olson	(952)496-5165
	Office Assistant: Valeria Duran Marin	(952)496-5162
	Registrar: Ronda Dessin	(952)496-5173
	Special Ed Office: Lisa Gruetzmacher	(952)496-5185
STUDENT SUPPORT:	Counselor: Tracy Caruso - <i>Freshman Academy</i>	(952)496-
	Counselor: Erica Lang - <i>Arts & Communication</i>	(952)496-5187
	Counselor: Nicole Drangstveit - <i>Business & Entrepreneurship</i>	(952)496-5164
	Counselor: Victoria Haas - <i>Health Science</i>	(952)496-
	Counselor: Kelsey LaRue - <i>Human Services</i>	(952)496-5179
	Counselor: Jennifer Severson - <i>Engineering & Manufacturing</i>	(952)496-5188
	Counselor: Beth Cordes - <i>Science & Technology</i>	(952)496-5196
	SPED Coordinator: Ben Finger	(952)496-
	Psychologist: Brenda Geraghty	(952)496-5137
	Psychologist: Gretchen Haisman	(952)496-8720
	Social Worker: Heather Schroeder	(952)496-5156
	Social Worker: Jennifer Mueller	(952)496-
	Evaluation Team: Mary Anderson	(952)496-5161
	Evaluation Team: Jill Wallert	(952)496-
	Licensed School Nurse: Peggy Nerdahl	(952)496-5154
	School Nurse: Emily Gilliland	(952)496-5199
CULTURAL LIAISONS:	Native American: Dee Buros	(952)496-5790
	Russian: Svetlana Mshar	(952)496-5094
	Somali: Ibrahim Mohamed	(952)496-5041
	Spanish: Yael Ripoll	(952)496-5104
HEAD CUSTODIAN:		(952)496-5158
HS RESOURCE OFFICERS:	Michael McLain	(952)496-5167
	Mike Penning	(952)496-5167

*Shakopee High School
100 17TH AVE. WEST
SHAKOPEE, MN 55379
www.shakopee.k12.mn.us*

HIGH SCHOOL HOURS

The High School office is open from 7:30 a.m. to 4:00 p.m. on school days. Voice messages may be left at any time. During the summer and on non-school days, the hours are 8:00 a.m. to 3:00 p.m.

HOURL	START	END	Early Release Dates
1st	8:20 AM	9:06 AM	Four Early Release days are scheduled for the 2018-19 academic calendar. On these days, students are dismissed two hours early from school so that teachers and other educators may meet, collaborate, receive training, develop methods and programs to improve student academic achievement. The dates are as follows: September 26, 2018 November 28, 2018 March 13, 2019 April 24, 2019
2nd	9:11 AM	9:57 AM	
3rd	10:02 AM	10:48 AM	
4a	10:53 AM	11:13 AM	
4b	11:13 AM	11:38 AM	
4c	11:38 AM	12:03 PM	
4d	12:03 PM	12:28 PM	
5th	12:33 PM	1:19 PM	
6th	1:24 PM	2:10 PM	
7th	2:15 PM	3:00 PM	

FINAL EXAM SCHEDULE

Finals Schedule

Day One:

Period 1	8:20 - 8:57	
Period 5	9:02 - 9:39	
Period 2	9:44 - 10:21	
Period 3	10:26 - 11:03	
Period 4	11:08 - 12:43	
	A Lunch: 11:03 - 11:28	
	B Lunch: 11:28 - 11:53	
	C Lunch: 11:53 - 12:18	
	D Lunch: 12:18 - 12:43	
Period 6	12:48 - 1:25	
Period 7	1:30 - 3:00	90 Min. FINAL

Day Two:

Period 1	8:20 - 9:40	80 Min. FINAL
Period 2	9:45 - 11:05	80 Min. FINAL
Period 3	11:10 - 12:30	80 Min. FINAL
Lunch	12:30 - 1:30	

Day Three:

Period 4	8:20 - 9:40	80 Min. FINAL
Period 5	9:45 - 11:05	80 Min. FINAL
Period 6	11:10 - 12:30	80 Min. FINAL
Lunch	12:30 - 1:30	

Academic Expectations:

GRADUATION REQUIREMENTS

Students are responsible for keeping track of their credits and monitoring their status for graduation.

A semester long course that is successfully completed will yield one credit. Current graduation credits needed for the class of 2019 is 48 credits. Specifics regarding the changes in graduation requirements for each year through 2022 and beyond can be found at:

<https://www.shakopee.k12.mn.us/Page/4317>

Students completing all the requirements of the district for graduation will be awarded a diploma. In order to participate in the graduation ceremony, students must be within 2 credits of meeting all graduation standards on the last day of attendance for seniors. (Board Policy 613)

GRADING POLICY

These policies are established to reflect Shakopee High School's philosophy that grades are a reflection of learning and our commitment to EACH student's learning. The purpose of grading is to communicate to parents/guardians, students, and the community the extent to which the student has met the objectives of a course. Letter grades are determined in each class as follows, unless agreed upon by the teacher and administration.

- A: 93-100%
- A-: 90-92%
- B+: 87-89%
- B: 83-86%
- B-: 80-82%
- C+: 77-79%
- C: 73-76%
- C-: 70-72%
- D+: 67-69%
- D: 63-66%
- D-: 60-62%
- F: 0-59%
- Pass/No Credit system: P = 60% or higher

A student's academic grade in any course will be based on:

- **A minimum of 70% Summative Assessment (Academic Performance) and the remaining percentage Formative Assessment (Academic Practice).***
- **No Extra Credit factored into grade.**
- **Final Exams will be added into the Summative Assessment Category.**
- **Retakes/re-dos apply to course identified Essential Learnings and Skills assessed through a student's Summative Assessment (Academic Performance). Practices regarding retakes/re-dos will be consistent for a course and communicated by the teacher at the beginning of the course.**
- **Any cheating or unexcused absences on Essential Learning items in Academic Performance category will result in disciplinary responses (see Academic Integrity) but communicated retake/re-do practices still apply.**
- **If students are missing Essential Learnings and Skills items in Academic Performance category at the end of a term, the student grade may be reported as an incomplete until the student completes those items.**

The **Formative category (no more than 30% of the grade) deals with the practice and drill work students do as they are going through the learning process. This is the time the teacher introduces new material, conducts lessons, monitors learning, and adjusts instruction as needed based upon the results of Formative Assessments that the teacher has given the students. A good analogy is to think of the Formative category as the practice/rehearsal leading up to the game/performance at the end of the week.*

The **Summative category (no less than 70% of the grade) deals with the major assessments that the students perform that will demonstrate what they know and what they can do. This would include chapter and unit tests, major essays, presentations, projects, etc. A good analogy is to think of the Summative category as the game/performance at the end of the week after all the drill work, practice, rehearsal, instruction, and re-teaching have taken place.*

WEIGHTED GRADES

Grades will be weighted for nationally recognized programs such as College in the Schools and Advanced Placement Courses, and for comparable classes taken through the PSEO program. Present courses include Advanced Placement classes and CIS classes. A student taking an AP course must take the AP exam to receive a weighted grade. Grades will be weighted in the following way:

- Any "A" Grade, add 0.6 (A= 4 + 0.6= 4.6) **No additions for D and F grades**
- Any "B" Grade, add 0.4
- Any "C" Grade, add 0.2

Grade Points for all other courses: **A** = 4 **A-** = 3.7 **B+** = 3.3 **B** = 3.0 **B-** = 2.7
C+ = 2.3 **C** = 2 **C-** = 1.7 **D+** = 1.3 **D** = 1
D- = 0.7 **F** = 0

PASS/NO CREDIT OPTION

Pass/fail grading may be assigned to a student by administrative action. These circumstances would include medical issues, hospitalizations and other situations deemed as appropriate by administration.

The guidelines for the pass/no credit option are:

- The student must continue to meet all classroom expectations after choosing the P/NC option or the option will be revoked and the student will be graded on an A - F scale. This includes completion of daily work, projects, and quizzes/tests. Class attendance is mandatory.
- The passing grade for all departments will be a "D-" (60%) of the accumulated points or grades for the term.

**Note: Many colleges and universities request courses be taken for the grade.*

INCOMPLETE POLICY:

Incompletes can be given to students who did not complete coursework due to extenuating circumstances that are beyond their control. If students are missing Essential Learnings and Skills in the Summative Assessment (Academic Performance) category at the end of a term, the student grade may be reported as an incomplete until the student completes those items. When a student earns a grade of "I" Incomplete, it will be reflected in the computation of his/her new GPA as a zero. This zero remains until the grade is changed. In order to resolve an incomplete, the student must make arrangements and sign a contract with the teacher to complete the missing work.

If a student contracts with a teacher, the teacher stipulates what must be done and a deadline (of at least 2 weeks after the end of the term) for completion of work. If the student contracts with the teacher, and does not complete requirements by the contracted deadline, the student's grade for the semester will be determined upon the work submitted up to that point. A failing grade may result.

CREDIT FOR PRIOR LEARNING

In order to satisfy the academic standards for the Credit for Prior Learning, students must be enrolled in Shakopee Public Schools and be able to demonstrate that they have met all of the standards associated with the course in which they believe they are proficient. In addition, students must adhere to the following procedures:

- Meet with their assigned counselor
- Complete an "Application for Credit for Prior Learning"
- Submit the application to their counselor by the appropriate deadline for proper placement
 1. For first semester: August 15
 2. For second semester: December 1

POST-SECONDARY ENROLLMENT OPTIONS (PSEO)

- Contact your counselor for questions.
- Please visit: <http://education.state.mn.us/MDE/SchSup/SchFin/GenEd/PostSecEnroll/index.html>

INDEPENDENT STUDY POLICY

- Students may only take an independent study option for courses that are already designed and developed for credit in the High School registration guide.
- As a general rule, students will not be allowed to substitute an Independent Study class for a course that is offered and available to a student in their schedule.
- Availability of independent study will depend on teacher availability and student's ability to be successful in an independent environment.
- Students must request and complete the necessary steps for approval within ten days of the start of a semester.
- Students will receive Pass/Fail grades on courses taken through Independent Study. The credit will count as an elective credit and the student's GPA will not be affected.
- For more information about Independent Study options, students should see their counselor.

REGISTRATION FOR CLASSES AND SCHEDULE CORRECTIONS

Students register for courses for the upcoming school year shortly after winter break. Classes are designed, scheduled, and teachers are hired based upon students' registration.

The criteria listed below are used to review any course request corrections in the spring and applied to any schedule corrections in the fall.

Schedule corrections will only be considered for the following reasons:

1. The student did not meet the prerequisite for the course.
2. The student has already completed the course.
3. The academic level of the course is inappropriate.
4. The student is a senior who needs the course for graduation.

Schedule corrections WILL NOT be considered for any of the following reasons:

1. Student no longer wants to take a course that was picked during registration.
2. Student wants to move a course to a different hour.
3. Student wants a different teacher.
4. Student wants a different lunch period.

In order to stay on track for graduation, all student are required to maintain a minimum of 6 academic classes each semester. Seniors taking 3 or more classes for college credit, may appeal for an additional open period.

If a student drops a course after the first 10 days of a semester, they will receive a Withdrawal Fail (WF) on their transcript.

ACADEMY PLACEMENT AND REGISTRATION PROCESS

Prior to registration, students will have an opportunity to express their preference for academy placement through Freshman Seminar. All students will be placed in academy based on the following procedure:

1. Students will complete a survey and rank their level of preference for an academy. (note: graduation class of 2019, 2020, and 2021 are not required to complete a program of study).
2. Students and parents/guardians will be notified of their placement.
3. Students may appeal their Career Academy assignment during a 2-week period prior to registration. Beginning in 2019-20, sophomores may request a change of Academy assignment during the registration process for 11th grade. A student may request a change of Academy assignment during the registration process for 12th grade but requests will only be granted in the case of unusual or extenuating circumstances.

REPEATING CREDITS

In order to graduate, students must pass all required classes. If a student repeats a previously failed class, the "F" will stay on their transcript along with the passing grade earned when the course was re-taken.

REPORT CARDS

Report cards will be available online at the end of each semester. Progress reports will be available online at the end of the first and third quarter. Credits are earned at the end of the first and second semester. Cumulative Grade Point Averages are based on semester grades.

WITHDRAWAL PROCEDURES

If you are moving out of the district and will be attending a different school, the school office should be informed as early as possible. Prior to withdrawing students are required to return books and materials to their teachers and the media center, pay accumulated fees, clean out their lockers and complete the withdrawal form provided by his/her counselor. For more information please contact the High School Registrar, at (952)496-5173.

PARENT-TEACHER-STUDENT CONFERENCES

We structure conferences to provide you with an opportunity to meet and start a dialogue with teachers. An extended discussion is not possible, as we have asked parents and teachers to observe a five-minute time limit. If you would like to talk more in depth, it is always possible to schedule an appointment with the teacher for a different date. Conferences are held in the Commons or classrooms. We encourage parents to bring students to conferences. The conference schedule can be found on the SHS website.

ACADEMIC INTEGRITY

Integrity is essential to excellence both in education and life. Assessments and other schoolwork are measures of a student's academic performance. Honesty is required to ensure an accurate measurement of a student's academic knowledge. Student work must be evaluated on what the student knows and can do in order for the student and his/her family to have a clear and accurate accounting of the student's mastery of the material. When a student chooses to cheat and/or plagiarize on schoolwork, he/she compromises integrity and projects an inaccurate picture of their performance. As such, academic integrity violations will include both academic and disciplinary responses.

Copying vs. Collaboration

At times students will work together on assignments. Understanding the distinction between copying another's work and collaborating on an assignment is important. SHS teachers are responsible for informing their respective students as to the appropriate protocol regarding collaboration. Disclaimer: If a teacher does not clearly state that an assignment is collaborative, all work that the student completes should be independently created and not obtained from any other source including, but not limited to classmates.

Cheating

- Copying any portion of another student's homework with or without his/her permission.
- Viewing and/or copying answers from another student's test or quiz.
- Being responsible for, or partaking in, the transference of confidential information. (i.e., test answers or test/quiz copies).
- Utilizing written or electronically stored information that is pertinent to a test, quiz or class activity, without consent from a teacher.
- Allowing one's work to be copied by another student.
- Having someone else do your assignment that was meant to be done alone.

Plagiarism

When a student submits work for credit that includes the product, words, ideas, or data of others, the source must be acknowledged by the use of complete, accurate, and specific references. By placing one's name on work submitted for credit, the student certifies the originality of all work not otherwise identified by appropriate acknowledgements. On written assignments, if verbatim statements are included, the statements must be enclosed by quotation marks or set off from regular text as indented extracts. A student will avoid being charged with plagiarism if there is an acknowledgement of sources of information whenever one:

- Quotes another person's actual words, or replicates all or part of another's product.
- Cutting and pasting another person's actual words.
- Uses another person's ideas, opinions, work, data, or theories, even if they are completely paraphrased in one's own words.
- Borrows facts, statistics, or other illustrative materials - unless the information is common knowledge.

Shakopee Academic Recognition Program

Shakopee School District believes that students should be recognized for their hard work and academic success. The goal of the program is to encourage and recognize academic excellence within Shakopee Public Schools. Following are the different awards that recognize student academic achievements. GPAs are not rounded when determining awards. The weighted GPA is used to determine the awards.

HONOR ROLL

Shakopee High School will have an **"A" honor roll** for students with a semester grade average of **3.7 or higher with nothing lower than a B-**. Students who are on the A honor roll both 1st and 2nd semester will receive an All-Academic Award.

The **"B" honor roll** is based on a semester grade average of **2.7 with nothing lower than a C-**.

ALL-ACADEMIC

The All-Academic Award recognizes students for continued excellence over an extended period of time. The criteria for the award is:

- Students in grades 9-11: Achieving A-Honor Roll for two semesters in the same academic year (awarded in the Fall)
- Students in grade 12: Achieving A-Honor Roll 1st semester (awarded in the Spring)

ACADEMIC LETTERS

Students in grades 9-12 who meet the grade point and course criteria listed below will be awarded an Academic Letter.

- Grade point
 - For grades 9-11, a student must have a 3.85 or higher for school year
 - For grade 12, the student must have a 3.85 or higher for 1st semester
- Course Criteria
 - Must have taken 4 credits each year (AP, CIS, Accelerated, PLTW, or college credit bearing courses, as noted in the Registration Guide)

First time academic-letter winners receive a chenille letter S and chenille academic bar. Students who have previously lettered in athletics or activities receive an academic chenille bar the first time they letter in academics. Once students have received a chenille academic bar, they

will each receive a gold bar in the succeeding year(s).

NATIONAL HONOR SOCIETY

National Honor Society (NHS) is a nationally recognized student recognition program. Students selected for NHS demonstrate achievement in scholarship, character, leadership and service. At Shakopee, juniors and seniors with a 3.3 GPA are eligible for NHS upon completion of an application form and selection into the organization. Eligible students are rated by the teachers on character, leadership and service. A faculty committee uses the teacher ratings to make the final decisions on membership. Students who meet the criteria are invited to join NHS.

PRESIDENTIAL AWARD (awarded spring of 12th grade)

Students will be awarded the Presidential Award if the 12th grade student has:

- o 3.5 or greater cumulative GPA through the fall of 12th grade
- o 90th percentile or greater on at least one state or national test taken during high school

GRADUATION AWARDS

Graduating seniors may be recognized as honor graduates by attaining one of three standards at the end of 7 semesters of high school.

Students with a cumulative GPA between 3.3 and 3.59 are Commended Graduates.

Students with a cumulative GPA between 3.6 and 3.79 are Honor Graduates.

Students with a cumulative above 3.8 are High Honors Graduates.

All three groups of students receive honor cords.

NATIONAL MERIT SCHOLARSHIP PROGRAM

High school juniors enter the National Merit Program by taking the Preliminary SAT/National Merit Scholarship Qualifying Test (PSAT/NMSQT®). 50,000 students with the highest PSAT/NMSQT® Selection Index scores (calculated by doubling the sum of the Reading, Writing and Language, and Math Test scores) qualify for recognition in the National Merit® Scholarship Program. Students are notified starting in September if they qualify for recognition and the opportunity to continue in the National Merit Scholarship Competition.

National Commended Student

A student would be a National Commended Student by being in the top 50,000 high scores on the PSAT/NMSQT. These students do not continue in the competition to be a National Merit Scholar.

National Merit Semifinalists

A National Merit Semifinalist is one of the top 16,000 scores in the nation on the PSAT/NMSQT. Semifinalists are designated on a state representational basis.

National Merit Finalist

A Finalist is one of 15,000 students selected. Of these students, approximately half will qualify for one of three different types of merit scholarships.

National Merit Scholar

A National Merit Scholar is a student who wins one of the merit scholarships. All winners are chosen based on their abilities, skills, and accomplishments through an application process after being chosen as a National Merit Semi-finalist.

ADVANCED PLACEMENT SCHOLAR AWARDS

The Advanced Placement (AP) Program offers four levels of AP Scholar Awards to recognize outstanding student performance on AP Exams. The AP Scholar Awards are based on the number of AP exams taken and the scores earned on those exams. The College Board uses the following criteria:

- AP Scholar qualifies by scoring 3 or higher on 3 or more AP exams.
- AP Scholar with Honors averages 3.25 or higher on 4 or more exams.
- AP Scholar with Distinction averages 3.5 or higher on 5 or more exams.
- National AP Scholar scores 4 or more on 8 or more exams.

Attendance

Our school is committed to the philosophy that every student should attend every class, every day. Regular attendance and promptness are

expected in all classes and are essential for success in school. Learning to participate in group discussions, developing an appreciation for the views and abilities of other students, and forming the habits of regular attendance are legitimate objectives for any course, and learning that is lost due to absence can never be adequately replaced. Education is more than reading and writing. The classroom contact with teachers and other students is vital to the development of critical thinking and evaluative processes. Learning is enhanced by regular attendance. Every absence stops the educational process for that day, and the information and interaction missed can never be made up. This is a well-established principle of education that underlies and gives purpose to the requirements of compulsory education in Minnesota.

Following this principle and our need to prepare students to be productive employees and citizens, we have established a policy of excused absences and unexcused absences. Family emergencies may be excused by the principal. It is our intention to be strong advocates for education. People want the education system to be accountable for the achievement of students. We cannot meet these expectations if students are not in attendance.

STUDENT RESPONSIBILITY

It is the student's responsibility to attend all classes and study halls every day. Educational progress is undoubtedly tied to attendance. A day of school missed can never truly be made up. The parent/guardian will have 48 hours in which to call in and change this to an excused absence. Absences not verified by a parent or guardian within 48 hours will remain unexcused.

Any student leaving the building during the day must come to the office to receive a blue pass. Failure to follow this procedure will result in an unexcused absence. Students must report to the office with the blue pass if returning to the school later that same day.

PARENT/GUARDIAN RESPONSIBILITY

Parents/guardians are encouraged to take an active role in promoting good attendance. When a student is absent from school, the parent/guardian must call the school attendance line (952-496-5153). The parent/guardian will be asked to give a reason for the absence. The parent/guardian will have 48 hours in which to call in and verify an absence as excused.

If a family trip is planned during school time, the parent/guardian is asked to call the school at least 24 hours before the first day of absence and an Extended Leave Absence form should be filled out for your student. This form can be found online or picked up in the Main Office.

Parents will receive a computer generated phone call if their student is absent without any explanation. If a student feels that the attendance was marked inaccurately, s/he should come into the office the next day to clear the absence and/or receive more information.

If parents receive an attendance letter indicating their student has missed five or eight total absences, the parent should call the student's academy principal found at the bottom of the attendance letter. Parents who receive a third attendance letter (11+ absences,) will be contacted by administration to set up a meeting to discuss a student success contract.

When a student has an extended absence due to medical problems, the student may be eligible for additional services. Call the appropriate academy principal/counselor for information on additional services.

TEACHER RESPONSIBILITY

Each teacher is required to take daily attendance and maintain his or her own attendance records for each class and study hall. The teacher shall provide any student who is marked absent with all assignments that can be completed outside the classroom. A teacher will contact home if a student has accrued 3 or more absences in his/her class.

ADMINISTRATIVE RESPONSIBILITY

The attendance office and respective administrator(s) will inform parents/guardians when their son or daughter has reached five, eight and eleven total absences. If a student accumulates eleven total absences in a class, an administrator will inform the student and the student's parents/guardians that he/she may be required to attend an attendance meeting where a contract may be drafted. Failure to abide by the attendance contract may result in a loss of credit.

EXCUSED ABSENCES

The following reasons shall be sufficient to constitute excused absences and students will be permitted to complete make-up work:

1. Illness*
2. Serious illness in the student's immediate family
3. A death or funeral in the student's immediate family or of a close friend or relative
4. Medical, dental, or orthodontic treatment, or counseling appointment
5. Court appearances occasioned by family or personal action
6. Religious instruction not to exceed three hours in any week
7. Physical emergency conditions such as fire, flood, storm, etc.
8. Official school field trip or other school-sponsored outing
9. Removal of a student pursuant to a suspension
10. Religious observance
11. Family vacation
12. Family emergencies
13. A student's condition that requires ongoing treatment for a mental health diagnosis
14. Active duty in any military branch of the United States

In order for an absence to be excused, a parent needs to call the school attendance line within 48 hours of the absence. The parent needs to state when the child will be absent and explain the reason for the absence. Students whose absences are excused are required to make up assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher. Students who accumulate excessive absences, even when excused, will work with the school staff and parents to develop a plan to assure attendance at school daily.

***Students who need to leave school because they are ill must report to the nurse's office.**

The following school sponsored events are considered excused and DO NOT need a parent phone call.

1. Field Trips
2. Support Groups
3. Fine Arts Activities
4. Athletic Activities
5. Academic Contests
6. Suspensions

FAMILY TRIPS OR EXTENDED ABSENCES

Students who plan to go on a **family trip** must have a parent call the Main Office at least 24 hours in advance. Students can pick up the Extended Leave Absence Form in the Main Office which they will use to notify teachers of absence and collect assignments. Students must make up as much assigned schoolwork in advance as possible.

Extended Absence – If a family is taking an extended family trip, exceeding 10 consecutive days of absence, we recommend the student make arrangements to meet with his/her assistant principal at least one week prior to leaving.

UNEXCUSED ABSENCES:

These are examples of absences that will not be excused:

1. Any absence where the student/ family failed to comply with any reporting requirements of the school district's attendance procedures.
2. Leaves the school building at any time for any reason without checking out or notifying the Administration, Attendance Office or Health Office.
3. Reports to class after the first 10 minutes of class without a signed pass from a staff member.
4. Reports to a class but leaves without permission.
5. Work at home.
6. Work at a business, except under a school-sponsored work release program.
7. Missing the bus.
8. Oversleeping.
9. Any other absence not included under the attendance procedures set out in this policy.

SHS has an automated phone calling system that will contact a parent/guardian when a student has an unexcused absence of one or more classes during a school day. Parents should call the school if they have concerns.

Students are considered truant from school under the following conditions:

1. A student under the age of sixteen who is absent from school without a lawful excuse.
2. A student between the ages of sixteen and eighteen who is absent from school without a lawful excuse and does not have permission from their parents to quit attending school.

Any student who accumulates seven or more full or partial days of unexcused absences is considered to be legally truant. The school may file truancy referrals in such circumstances with Scott County Court Services.

Students may be dropped from enrollment if they exceed 15 consecutive absences, pending administrative approval.

Students who reach 5 cumulative unexcused absences will automatically receive one hour of after-school detention and will continue to receive consequences for every 5 thereafter.

Parents will be notified of repeated unexcused absences. School may assign consequences such as detention, parent conference, suspension of hall pass privileges and/or parking permit. Continued unexcused absences will result in a referral to the Scott County Court Services.

TARDY PROCESS

Once a student has been tardy to class 3 times, the teacher will address the matter with the student as well as making contact home to discuss the importance of arriving to class on time. Recurring patterns will be examined and may result in further consequences. Once a student

reaches 5 cumulative tardies they will automatically receive a lunch detention and will continue to receive consequences for every 5 thereafter.

GENERAL INFORMATION RELATED TO ATTENDANCE/ATTENDANCE ISSUES

Hallway Passes: Students who wish to move from one area of the building to another when classes are in session must have a hall pass. Students are expected to be considerate of others who are studying and in class by passing quietly.

Lunch Period: During a student's lunch, s/he must remain in the designated lunch area. Shakopee High School is a closed campus, therefore students may not leave the building during this time. Please do not call in to excuse your student during lunch.

Make-Up Work Following an Absence: Students will be required to work with their teacher to make up missing work.

Students Outside: Students are not allowed to leave the building without permission during the school day, as we are a closed campus. Parents will be contacted when students are leaving the building without permission.

PARTICIPATION IN ACTIVITIES AND ATHLETICS RELATING TO ATTENDANCE

Student activity participation on the day of an absence is governed by the following rules:

1. Students may participate with an excused absence, except those students who are ill and do not arrive before the start of third period. Parents are encouraged to keep students at home when they are ill and to forgo activity in the best interest of the student and the health of the other students participating in the activity.
2. Students may not participate if they have an unexcused absence during the day.
3. Students may not participate in or attend activities on the days that they are suspended, either in-school or out-of-school.

Activity Participation and Appointments-Parents should attempt to schedule doctor and dental appointments after school, or during study halls. Students who miss a practice due to a doctor or dental appointment will be excused from practice with no penalty.

Absences and Activity Membership-Students may not be dismissed from a squad for absences that the school has excused. Playing time is a separate issue and is up to the discretion of the coach/director.

PROCESS FOR ATTENDANCE MEETINGS

All students will receive written notification when they have had five, eight and eleven absences in a course. When students have exceeded eleven absences they may be required to participate in an attendance meeting arranged by their administrator. At that meeting, a panel may include the administrator teachers and the student's counselor. The team will work with the student and his/her family to develop an attendance support plan if one is not already in place. If the attendance support plan is violated the student may lose credit in one or more of his/her classes and truancy may be filed with the County.

Student Life

ACADEMIC SUPPORTS DURING THE SCHOOL DAY

Academic support is available throughout the day to assist students in acquiring the content knowledge needed to be successful. Teachers are available before and after school. Students should communicate with their teachers to set up time to ask for help and get any questions answered related to assignments, quizzes, or getting assessments made up. For further information about what types of interventions and academic support options are available, students should contact their counselor.

AFTER-SCHOOL GUIDELINES

The following guidelines must be met if a student is to remain after school:

- Any student staying after school must belong to a school-sponsored activity that meets after school.
- Students who are not a part of an activity, or not seeking academic support, must exit the high school campus by 3:30 p.m.
- Any student staying after school for academic support must be in the Learning Commons, the Commons or be under the supervision of school staff.
- Once a student has completed their supervised activity, they must remain in a designated area determined by security staff.
- Students who fail to comply with these guidelines may have a discipline referral, and/or a trespassing notice filed with the Shakopee Police Department.

DANCES

Dances at Shakopee High School are for students in grades 9-12. Middle School students will not be admitted to high school dances.

The following rules will apply to all dances:

- Any dance held at Shakopee High School and sponsored by a class or organization of the high school shall be for students of Shakopee High School and guests when permitted.
- Students must present a school ID and guests must present a photo ID to be admitted to dances.
- A student of SHS may invite a guest to the dance. The guest must be in high school and under the age of 21.
 - The guest must have a completed Dance Registration Form submitted to the Main Office by 3:00pm of the Wednesday before the dance. These forms can be found in the Main Office.

- The hours for dances shall be 7:30 to 10:30 PM.
- Once a student leaves a dance, s/he will not be readmitted.
- The supervisor(s) of the dance reserves the right to refuse admittance to any Shakopee High School dance.
- Students asked to leave the dance due to their actions will be referred to an Administrator and may lose the privilege to attend future dances for up to one calendar year.
- Students under the influence of mood altering chemicals or alcohol will be detained and the parents or guardians and police will be called. Students will face regular school disciplinary action.
- Groups sponsoring dances must complete a dance request form.

EIGHTEEN-YEAR-OLD STUDENTS

Students who are eighteen years old may, with parent/guardian permission, assume responsibility for their own records and attendance. If a student and his/her family would like to allow him/her to have rights to attendance, records, or both, the student must go to the attendance secretary and request the 18+ Permission Form. Once the form is signed and returned, rights may be given to the student. School administration reserves the right to revoke the permission if it is being abused.

HOMEWORK

When a student is ill, the student is encouraged to contact a classmate or contact a teacher by email, voicemail, and access Canvas to get assignments. If students need textbooks from a locker, parents/guardians are encouraged to stop at the high school and pick up the books from their student's locker. Teachers are not required to provide assignments prior to a student's vacation. Students must turn in homework within an agreed upon time frame. Parents must call the attendance line, 952-496-5153, within 48 hours to excuse an absence.

LEARNING COMMONS

The Learning Commons supports all learners and staff by providing print and electronic collections, areas for collaboration, instruction, technology, and library services in a quiet academic atmosphere.

Students are encouraged to use the Learning Commons for class assignments, research work, and leisure reading. Reference books, magazines, computers for internet research, and fiction/non fiction books are available to the students. Different regulations apply to each type of material. Learn these rules quickly and take advantage of our fine facility. Students will be charged for any destroyed or lost media center materials. The Learning Commons specialist and staff are available to serve you between the hours of 7:45 a.m – 4:00 p.m (Mon - Fri.)

LOCKERS

Each 9th grade student will be assigned a locker. Sophomores, Juniors, and Seniors may request a locker. Combinations should be carefully guarded and not shared with other students to minimize the possibility of property loss. Student assigned lockers and physical education and athletic lockers are to be locked at all times.

It is strongly recommended students not leave large amounts of money or valuables in lockers. If a student is found to be responsible for damage to a locker, the cost of repairing damage to lockers may be charged to the student. Locker problems should be reported to the Main Office.

- The district cannot reimburse you if your personal property is stolen.
- Items left in lockers at the end of the school year will be donated to charity.

LOST AND FOUND

In the event that a student has misplaced a personal item, there are several places to check. If the item is an electronic device such as a cell phone, iPod or calculator, students should check in the Main Office or with the School Resource Officer. If the item is of lesser value, such as an article of clothing or book, students should check the lost and found box.

NEIGHBORHOOD

Shakopee High School is part of a neighborhood. Our neighbors have every right to expect that their property (house, yard, cars, business, etc.) will be treated with respect. Therefore, SHS students are not to trespass on neighborhood businesses or private property.

PERSONAL ELECTRONIC DEVICES

Information is readily available and accessible through many different forms of technology. During class time, teachers may ask the students to take out an electronic device to enhance and/or aid in the lesson. The use of any electronic devices not provided by the school district in the classroom should be for educational purposes only, as determined by the teacher. Electronic devices can't be used in the bathrooms or locker rooms at any time. Students may use electronic devices during passing times and while at lunch.

Electronic devices include, but are not limited to: Smartwatches, iPads, iPods, laptops, cell phones, Kindles, e-books, tablets.

If an electronic device becomes a distraction in any school environment, it may be confiscated and school policies will be enforced.

Failure to comply will result in further action. SHS is not responsible for lost or stolen electronic devices.

SOUTHWEST METRO INTERMEDIATE: TRANSPORTATION

Students enrolled in classes at SouthWest Metro may apply to drive or ride with another student to the Chaska location on a daily basis. Applications may be picked up in the Main Office. The application process must include:

- Completion of the application including an approved statement of need.
- Written parent permission on file.
- The school district may revoke driving privileges at their discretion.

SENIOR OPTION

During their senior year, students who have at least 36 credits entering the 1st semester and 42 credits entering the 2nd semester are eligible to participate in senior option. If a student meets the criteria they may, with parent/guardian permission, be excused from one study hall during 1st or 7th hour.

Students must have:

- a 3.0 grade point average
- no behavior referrals
- no previous attendance concerns

Senior option may begin upon completion of paperwork and Academy Principal or Counselor approval, and can be revoked for disciplinary and/or attendance issues.

STUDENT ID's

Students must carry their current school provided ID at all times and show the ID when requested by school staff. Failure to show an ID when requested may result in administrative intervention.

STUDENT PARKING

Students who choose to drive to school will operate their vehicles in conformance with all rules and regulations of the state of Minnesota, the city of Shakopee, and School District 720 Board of Education policy governing the reserved parking lot. Motor vehicles must be licensed and covered by insurance. The school is not responsible for the motor vehicle or its contents. It is important to remember that driving to school is considered a privilege and rules will be strictly enforced. **Students may not park their vehicles in a fire lane, visitor's space, staff designated space, or police reserved section.** Students parking on campus without a parking permit or illegally parked are subject to penalties including, but not limited to: fines, wheel locks, towing and removal of parking privileges.

**A wheel lock may be used for parking violations. Students must pay a \$10 fine to have a wheel lock removed from their vehicle. Students will not be permitted to drive to school until their fine has been paid.*

Students driving to school must have a parking permit and must park in the designated student parking areas. Students and parents will sign a Parking Permit Form. The permit fee will be \$100 for a full school year. Students applying for a permit after the school year has begun, will pay a prorated fee as long as permits/spaces are available. If the student is driving a different vehicle to school on any given day, it is their responsibility to transfer the removable parking permit to the vehicle they have driven to school. Lost decals can be replaced at a cost of \$10. Permits may not be given or sold to another student. Failure to follow the above rules will result in administrative intervention and behavior consequences. Any student found in possession of, or attempting to distribute counterfeit permits will be subject to disciplinary action including, but not limited to, loss of parking privileges and police referral. Students should be aware of the Search and Seizure policy outlined within the handbook as it pertains to vehicles parked on school grounds.

Students with outstanding fines from the previous semester or school year will not be allowed to buy a permit for the current semester until the fine is paid. Vehicles that display references to alcohol, tobacco, drugs, or anything deemed disruptive to others including but not limited to swastikas, confederate flags, obscene bumper/window stickers, or other slogans or decorations not appropriate for school, will be banned from school grounds. Students who violate the agreement will have their parking privileges revoked.

The Parking Regulations and Application can be picked up in the Main Office or can be found online. The completed application form, proof of valid driver's licence, and full payment are required to purchase a permit.

STUDY HALLS

Study halls are a part of the students' learning experience. Students are expected to bring materials and use their time wisely. Attendance in study hall is required.

SUPPLIES AND COPIES

Students need to check with their teachers to determine what supplies are needed for their classes and special class projects. Additionally, the Registration Guide may list supplies required for classes. When students need to have copies made for class, they can do so in the Learning

Commons.

TEXTBOOKS AND SCHOOL-OWNED EQUIPMENT: LOST OR STOLEN

The school will charge an appropriate replacement fee for textbooks, workbooks, library books, and school-owned equipment lost, stolen or damaged by students. School-issued property is the student's responsibility until returned. Students have the responsibility to safeguard the materials or equipment at all times until returned. Stolen property cannot be reimbursed by the school district.

VISITORS

Students who want to bring visitors to the school must make a request to administration **at least one day in advance**. All visitors are required to report to the Main Office and provide picture identification. Student visitors must report to the Main Office to pick up a guest pass and name tag. Visits may or may not be approved depending on the visitor, the visitee, and the reasons for the visit, and consideration of all other circumstances. In most cases, students who have recently dropped out or transferred will not be allowed to visit. Visitors who attend another local school district currently in session will generally not be provided a guest pass. Student visitors will not be permitted during the last two weeks of a semester.

Technology Expectations

(The following was taken from the Digital Learning Handbook and Student Agreement. This can also be found online on the district website.)

Our goal in Shakopee Public Schools is to help students demonstrate digital responsibility, technological awareness and the ability to use technology to create, research, communicate and produce in the academic and professional setting. The goal of our digital initiative is to foster engaging curriculum, dynamic learning environments and students who are better prepared for the world beyond our school doors; it is not about the device, but rather how to use the device in education.

SHAKOPEE PUBLIC SCHOOLS EXPECTATIONS FOR DIGITAL LEARNING

1. Use technology to access and produce information
2. Use technology to collaborate and communicate with others
3. Use technology to craft, refine and publish content to a wider audience
4. Use technology to create and innovate

EXPECTATIONS FOR DIGITAL CITIZENSHIP

Being a responsible citizen in our schools, communities and the digital world requires responsibilities adapted for a changing world. We embrace the following conditions of being a digital citizen:

- *Respect yourself.* I will select names that are appropriate. I will carefully consider the information and images I post online. I will not post personal information about my life, experiences, experimentation, or relationships. I will not be obscene.
- *Protect yourself.* I will ensure that the information I post online will not put me at risk. I will not publish details about myself, my contact information, or a schedule of my activities. I will report any attacks or inappropriate behavior directed at me. I will protect passwords, accounts, and resources.
- *Respect others.* I will show respect to others. I will not use technology to bully, harass, tease, or stalk other people. I will show respect for others through my choice of websites. I will not visit sites or display images that are inappropriate or disrespectful. I will not abuse my rights of access.
- *Protect others.* I will protect others by reporting abuse and not forwarding inappropriate or hurtful materials or communications and not visiting sites that are inappropriate or disrespectful.
- *Respect & protect intellectual property.* I will suitably use and cite any and all content (websites, books, media, etc.) according to copyright or creative commons licensing. I will request to use the software and media that others produce.

Access to Shakopee Public Schools' owned technology is a privilege and not a right. At any point access to devices, Internet and other technology resources can be revoked.

Student Digital Responsibility includes, but is not limited to:

Board Policy

Consent to the digital device agreement also includes adherence to Board Policy 524: Internet Acceptable Use and Safety Policy. **In instances where the student has put his/her own safety or the safety of others at risk (i.e. sexting or bullying), digital learning device privileges will be revoked immediately.**

Accessing/Posting Inappropriate Material

Accessing, submitting, posting, publishing, forwarding, downloading, scanning or displaying materials (including photos of students and staff) that are defamatory, abusive, obscene, vulgar, sexually explicit, sexually suggestive, threatening, discriminatory, harassing and/or illegal is a

violation of this agreement.

Personal Safety

Do not send any message that includes your personal information such as: home address, personal phone numbers and/or last name for yourself or any other person. Do not send information regarding your schedule (where you are/will be, times, dates, etc.).

Privacy

Students and families need to know that files stored on school computers (including digital learning devices) are not private. Network and Internet access is provided as a tool for educational purposes only. Shakopee Public Schools has the right to monitor, inspect, copy, review, and store at any time, without prior notice, any and all usage of the computer network and Internet access including transmitted and received information. All files are the property of Shakopee Public Schools and no user shall have any expectations of privacy regarding such files. Students may be selected, at any time, to provide their digital learning device for inspection.

Password Protection

The student or family should secure the digital learning device with a passcode and it is the responsibility of the student and family to remember the passcode. Never share your passcode, steal or use another person's passcode.

Online Etiquette

Follow the guidelines of accepted behaviors within each school's handbook. Do not use technology, including this device to bully anyone, or pass along obscene material or material which is based on slurs or stereotypes relating to race, gender, ethnicity, nationality, religion or sexual orientation.

Blogging and/or Podcasting

Use of blogs, podcasts, emails, texting, social media or other tools are considered an extension of the classroom. Expectations for behavior and online etiquette will apply regardless of the tools being used or the setting in which speech takes place.

Plagiarism/Copyright/Licensing

Plagiarism is the act of representing or using someone else's words or ideas as your own. Students are required to give proper credit to all Internet sources used in academic assignments, whether quoted, paraphrased, or summarized. This includes all forms of media on the Internet, such as graphics, movies, music and text. Students must adhere to the copyright laws of the United States (P.L. 94-553) and the Congressional Guidelines that delineate it regarding software, authorship and copying information. All students should also adhere to the Creative Commons licenses where the author/artist denotes what media may be shared, remixed or reused.

Photos and Video

Students should only take pictures or videos of staff or students with staff permission. Any student use of cameras in Shakopee Schools should be part of a class or club activity.

Malicious Use/Vandalism

Any malicious use, disruption or harm to the district's technology, networks and Internet services, including but not limited to hacking activities and creation/uploading of computer viruses, is a violation of this agreement. No student shall obtain or try to obtain other students' accounts, files, and/or data. Students are NOT to manipulate the operating system or remove or attempt to remove or circumvent the management system installed on each digital learning device. Using or possessing hacking software is a violation of this agreement. Students who attempt to hack or "jailbreak" any Shakopee Public Schools digital learning device will be in violation of this agreement. The use of anonymous proxies, VPNs, or similar software to circumvent content filtering is strictly prohibited.

Classroom Expectations

Failure to follow teacher direction in regards to the use of devices/tools/websites during class is a violation of this agreement.

If students leave their digital learning device at home they are responsible for completing coursework as if they had their digital learning device present.

Student Discipline

If a student violates any part of the above policy, he/she will be subject to disciplinary action. The disciplinary action for a violation will range from the student needing to check his or her digital learning device in and out of school each day for a period of time, to having all digital learning device privileges revoked. The student may also be subject to other disciplinary action as outlined in the Shakopee Guidelines for Student Behavioral Expectations handbook.

Tech Support

If technical difficulties arise with a digital learning device, or inappropriate content is discovered, the device may be restored by district technology department staff. If staff needs to restore the digital learning device, the district is not responsible for the loss of content put on the device by the student. It is strongly encouraged all important data is regularly backed up to Google Drive.

Digital Learning Device General Precautions

- The digital learning device is Shakopee Public Schools' property.
- The digital learning device must remain free of any writing, drawing, stickers, or labels that are not issued and placed onto the

device by Shakopee Public Schools staff.

- Cords and cables must be inserted carefully into the device to prevent damage.
- Never expose a device to extreme cold or heat, direct sunlight, or prolonged periods of time in places that are not at a normal room temperature.
- Digital learning devices must be kept in a secure location at all times. It is the student's responsibility to know where their device is. During classes or lunch periods when the device is not needed, place the device in your locker or in a locked classroom. DO NOT SHARE YOUR LOCKER COMBINATION WITH ANYONE. Do NOT place your device on the BOTTOM of your locker, but rather on top of all other materials.
- The use of or access to the digital learning device in any unauthorized area (i.e. locker rooms, restrooms) is prohibited.
- If your digital learning device is either lost or stolen students should report that information to the front office or technology staff as soon as possible. The digital learning devices contain software that can be activated to track and possibly recover missing devices. The district will coordinate with law enforcement to track missing or lost devices in partnership with the student/family.

Device Cases: Transporting To & From School

Shakopee Public Schools provides a protective case for iPads and a padded bag for transporting MacBooks. -

- iPads should ALWAYS be in the protective case.
- MacBooks should be stored and transported in the provided bag.
- The device should be charged using the charger provided and brought to school ready to use each day.
- Do NOT place your device in a book bag that contains food, liquids, heavy or sharp objects.

Digital Learning Device Screen & Cleaning

- The screens are sensitive to pressure and therefore can be damaged; they are scratch *resistant*, not scratch proof.
- The screens are made of glass and can either break or shatter.
- Do NOT use liquids to clean the device. This includes, but is not limited to: window cleaners, household cleaners, aerosol sprays, solvents, alcohol, ammonia, or abrasives.
- PLEASE USE: A soft, dry cloth or anti-static cloth.

Digital Learning Device Maintenance

- Do NOT attempt to try to repair the internal workings of any digital learning device yourself.
- If your device is not working take your device to the Media Center/Learning Commons as soon as possible and have technology department staff examine it. If your device needs to be worked on for an extended period of time, you will be issued a temporary device until yours is working properly. For cases of hardware failure or other damage, a replacement device will be provided.
- Each digital learning device has identifying labels which must not be removed or altered in any fashion.

Earphones and Audio

Shakopee Public Schools does not provide earphones. If a student wishes to purchase his/her own earphones then:

- Earphones shall not be used within or on school property unless a teacher specifically requests or allows students to do so.
If allowed to use earphones, the appropriate level is when only the person wearing the earphones can hear the sound. Sound must be muted at all times unless permission is obtained from the teacher for instructional purposes.

Storing Documents

There will be limited storage on the device and academic files take priority over personal. Several backup options exist to cloud storage or personal computers. Students should backup their files. The district is not responsible for saving, restoring or backing up documents, music, or photos that students may be storing on the digital learning device.

Applications and Content

Students may install apps made available to them through Shakopee Public Schools' Self Service app store. Students may load music and photos on their district-owned digital learning device as long as all content complies with the Acceptable Use Policy. Applications or content that does not have an educational purpose, is not in compliance with the Acceptable Use Policy, or is disruptive to the educational process or at home may be removed from the device. If technology department staff need to restore a digital learning device for any reason, the district is not responsible for any content put on the device by the student.

Use of online educational applications

The Children's Online Privacy Protection Act (COPPA) requires that parents and guardians of children under the age of 13 provide written consent for the accessing and use of many online services, including academic applications that will be used at school.

The district reviews the use of online services to ensure that student data is maintained in a secure manner, that personally identifiable student data is not shared with third parties, and that our use is compliant with district policies related to student privacy and records.

A compiled list of online services is available for review on the district website (<https://www.shakopee.k12.mn.us/Page/7602>) or by request from

the school office.

Turn In

Students in grades 9-11 and in good standing, may keep their district issued device over the summer. Students choosing to turn-in their digital learning devices and accessories will be check them in at the end of each school year at a date and time determined by school administration. **Students who graduate early, transfer, withdraw or are expelled will return the device and accessories at the time of withdrawal. Failure to return the property in a timely fashion may result in the involvement of law enforcement.**

Device Insurance

The Shakopee Public Schools digital initiative is designed to provide a powerful and personalized learning experience for all students.

The district recognizes the need to protect our investment in digital learning devices and to protect families from expenses from theft or damage of the device assigned to the student. Therefore, the district is offering families a choice of two protection plan options. Parents will be given a Digital Learning Device Protection Plan & Use Agreement Form.

Student Services

BUSSES

Busses are provided for students who live more than two miles from the main entrance of the high school. Transportation questions can be directed to Palmer Bus, 952-445-1166. Consequences for violating transportation expectations are outlined in the **Behavior Guidelines** section of the handbook.

CAREER CENTER/STUDENT SUPPORT SERVICES

The Career Center/Student Support Services office is located off the Commons area.

SCHOOL COUNSELORS: Counselors are available to help students with their high school academic program, post-high school planning, and personal counseling referrals. If students are experiencing any problems, they can consult their counselor for direction and help. Counselors can also assist students with the college selection, application, and scholarship process. They also help students to select and research possible careers as well as students interested in working with the Naviance/Family Connection system.

The following services are available through the counseling office and are located throughout the building:

CHEMICAL HEALTH: Students concerned about their own chemical use, or a friend's chemical use, may contact their counselor in the Student Services office. Their counselor may make a referral to the Chemical Health Counselor at SHS. The Chemical Health Counselor is affiliated with Scott County. Students must have a parent/guardian sign a release before they can meet with the Chemical Health Counselor.

HIGH POTENTIAL COORDINATOR: A High Potential Coordinator is available to help students maximize their potential. This might include help with course selection, scheduling, selecting options, etc. Seniors may want to consult with the coordinator on college selection and admission.

MENTAL HEALTH COUNSELORS: Students experiencing emotional difficulties should contact their counselor for referral to the school psychologist or social worker. This includes students experiencing problems at home or outside of school; counselors have resources to help students.

SCHOOL RESOURCE OFFICERS: A police resource officer is available for students when necessary. Contact the officer through the Main Office.

SCHOOL PSYCHOLOGIST: Provide consultation and conduct evaluations necessary for special education services.

SOCIAL WORKER: A social worker is available for students. Contact the social worker through your counselor.

FOOD SERVICE

Breakfast

Breakfast is \$1.65 for students and can be purchased directly out of your meal account. Please note that there are a la carte items to purchase at breakfast time in addition to the main breakfast. There must be money in your account for you to purchase a la carte breakfast items. All food items must be consumed in the Commons area. No food is allowed out of the Commons area.

Lunch

Lunch is \$2.75 for students and can be purchased directly out of your meal account. If you wish to purchase an extra entrée, side item or something from a la carte, there must be money in your account in order for you to purchase any extras. Sufficient money needs to be in your account to ensure that you will be able to purchase a lunch. When the account is in a negative status, the student will be offered a cheese sandwich and milk until the negative balance is paid.

After finishing your lunch, bus all your own dishes and silverware to the designated area. Abusing your lunchroom privileges will result in

suspension from the lunchroom for various periods of time or other disciplinary actions. Please do not take any food out of the Commons. Students who bring their own lunch are asked to eat in the Commons. Food from restaurants may not be dropped off or delivered to a student at lunch. Students may not have guests that are not currently enrolled at SHS join them for lunch.

Shakopee High School has a closed campus. Students will not be excused to leave the building during their lunch period.

DEPOSITING MONEY INTO ACCOUNTS

Money may be deposited online at <https://shakopee.revtrak.net> There is a \$1.75 fee. You can also send payment to Shakopee Food Service, 1200 Town Square Shakopee – Attention: Deb. You may also pay before meal time at the cashier station. We do not recommend paying money over serving time as this slows down the lunch line. Please make sure the student's first and last name is in the memo part of the check.

Any questions about food service or your meal account can be directed to Carol in Food Service at 952-496-5141.

FUNDRAISING

All fundraising requests need to be associated with an active student organization and need to be approved through the Activities Office in advance.

HEALTH SERVICES

Health services are provided in the Shakopee School District to promote and maintain the health and safety of all students and staff. Healthy students are better learners.

The school district, in accordance with state law, will develop, maintain and monitor health records and statistics. Every effort will be made to safeguard the privacy of all health data that must be accumulated. Information in the pupil health record includes, but may not be limited to, immunizations and vision and hearing screening results.

ILLNESS AND INJURY

A Registered Nurse (Licensed School Nurse) and Licensed Practical Nurse (LPN) staff the school health office to administer medications, provide first aid for injuries and care for students who become ill at school. The Licensed School Nurse writes emergency care plans and individual health plans as needed and distributes them to staff who need to know.

Students exhibiting the following symptoms will be excluded from attending school at the discretion of the school nurse, principal, or designee:

- elevated temperature over 100 degrees
- vomiting and/or diarrhea
- suspected contagious disease such as chicken pox
- other circumstances as identified in consultation with the student's parent or guardian

Parents/ guardians are asked to contact the school nurse about new health problems that impact education, anytime a student is absent 3 or more days in a row or if an extended absence due to scheduled surgery or hospitalization is expected.

IMMUNIZATIONS

In accordance with Minnesota Statutes, section 121A.15 and 135A.14, all children who are enrolled in a Minnesota school must be immunized against diphtheria, tetanus, pertussis, polio, measles, mumps and rubella or submit signed exemption forms. Students entering Kindergarten and 7th grade must also be immunized against hepatitis B. Records of all children entering the Shakopee schools will be reviewed. No child, unless he/she meets allowable exemptions, will be allowed to attend school if those records are not up to date. Students who are not up to date on immunizations will not receive a schedule. Allowable exemptions include either (1) a medical exemption signed by a physician stating that the immunization is prohibited for medical reasons or because an adequate immunity already exists or (2) a conscientious exemption signed by the parent or legal guardian and notarized stating that the child has not been immunized because of conscientiously held beliefs of the parent or legal guardian.

MEDICATIONS

Shakopee Schools maintain a safe, effective medication procedure that is current with accepted standards.

1. When medication is given by designated school personnel other than the school nurse, those staff are in-serviced yearly and supervised by the licensed school nurse.
2. Medication must be brought to school in an original container appropriately labeled by the pharmacy with date, student's name, dosage, time intervals and any other key instructions. Over-the-counter medication will be administered only when the medication comes in the original container.
3. The "Permission to Dispense Medication" form must be filled out completely and submitted in order for the school to administer medication to a student. The form needs to be signed by both the parent and the physician for all prescription medications. Only a parent signature is required for over-the-counter medication. These forms will not be carried over from one year to the next and new forms must be submitted each year.
4. Students may carry inhalers for asthma or Epipen for allergies if their health care provider writes that the student may do so. Asthma Action

Plan or Allergy Action Plan forms are completed by the health care provider at the beginning of the school year.

5. Whenever possible, the parent or guardian should make arrangements so that it is not necessary for school personnel to administer medication to a student during the school day.

SPECIAL EDUCATION SERVICES

Special Education services are available for SHS students meeting state and district criteria. Parents and students may access assessment/services by contacting their teacher, counselor or Special Education department chair.

School Culture Expectations

Adults will:

- Create a culture of learning that includes:
 - Opportunities for students to explore and construct their learning through choice, practice, trial, error and reworking
 - Knowing the students culturally, and individually, by being fully cognizant of their strengths and interests
 - Co-creating classroom rituals that maximize learning bell-to-bell
 - Creating a climate that respects difference and allows for multiple perspectives without hurting others
 - Fostering opportunities for students to determine responsibility in meeting academic, social, and emotional expectations in monitoring their self control

Students will:

- Participate fully in the learning experience, including curricular, co-curricular and extra curricular activities, from the moment s/he is on the bus until s/he is returned home, at all district activities and events.
- Participate actively in the learning experience by being fully engaged, fully prepared, raising engaging questions, and effectively and positively communicating with all students and staff.
- Participate actively in the learning experience by sharing information about themselves—strengths, weakness, and culture to create common bonds in curricular, co-curricular and extra curricular activities.
- Participate actively in the learning experience by respecting differences while asserting perhaps a divergent viewpoint, doing so without harm to the other students, staff, team, other leader, and property.
- Demonstrate empathy (knowing others) to build fruitful relationships that create a cohesive learning opportunity for all and through self-control, behave in an ethical manner from the moment he/she is on the bus until s/he is returned home.

If a student demonstrates a lack of responsibility, respect, empathy or self control and disrupts the learning for other students, adults will:

- Redirect, work with and ensure that student fully understands the expectations.
- Create an accountability system with the student and parent/guardian with clear consequences or processes for resolution for additional violations.
- Work in partnership with family, students, staff and other significant adults to determine additional strategies and/or consequences.
- Determine if there are extenuating physical, emotional or mental challenges.
- Submit referral as required.
- Move to remove from class, suspension, or expulsion.

Student Rights & Reporting:

Harassment and Violence Policy

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is free from religious, racial or sexual harassment and violence. The school district prohibits any form of religious, racial or sexual harassment and violence.

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of the school district to maintain a learning and working environment that is free from religious, racial or sexual harassment and violence. The school district prohibits any form of religious, racial or sexual harassment and violence.
- B. It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the school district to harass a pupil, teacher, administrator or other school personnel through conduct or communication of a sexual nature or regarding religion and race as defined by this policy. (For purposes of this policy, school personnel includes school board members, school employees, agents, volunteers, contractors or persons subject to the supervision and control of the district.)
- C. It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the school district to inflict, threaten

to inflict, or attempt to inflict religious, racial or sexual violence upon any pupil, teacher, administrator or other school personnel.

- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of religious, racial or sexual harassment or violence, and to discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who is found to have violated this policy.

III. RELIGIOUS, RACIAL AND SEXUAL HARASSMENT AND VIOLENCE DEFINED

A. **Sexual Harassment; Definition**

1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education;
 - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education;
 - c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile or disruptive employment or educational environment.
2. Sexual harassment may include but is not limited to:
 - a. unwelcome verbal harassment or abuse;
 - b. unwelcome pressure for sexual activity;
 - c. unwelcome, sexually motivated or inappropriate patting, pinching or physical contact, other than necessary restraint of pupil(s) by teachers, administrators or other school personnel to avoid physical harm to persons or property;
 - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
 - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
 - f. unwelcome behavior or words directed at an individual because of gender.

B. **Racial Harassment; Definition**

Racial harassment consists of physical or verbal conduct relating to an individual's race when the conduct:

1. has the purpose or effect of creating an intimidating, hostile or disruptive working or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance;
3. otherwise adversely affects an individual's employment or academic opportunities.

C. **Religious Harassment; Definition**

Religious harassment consists of physical or verbal conduct which is related to an individual's religion when the conduct:

1. has the purpose or effect of creating an intimidating, hostile or disruptive working or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance.

D. **Sexual Violence; Definition**

1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minn. Stat. 609.341, includes the primary genital area, groin, inner thigh, buttocks or breast, as well as the clothing covering these areas.
2. Sexual violence may include, but is not limited to:
 - a. Touching, patting, grabbing or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
 - b. Coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
 - c. Coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another;
 - d. Threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

E. **Racial Violence; Definition**

Racial violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, race.

F. **Religious Violence; Definition**

Religious violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, religion.

G. **Assault; Definition**

Assault is:

1. An act done with intent to cause fear in another of immediate bodily harm or death;
2. The intentional infliction of or attempt to inflict bodily harm upon another; or
3. The threat to do bodily harm to another with present ability to carry out the threat.

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the victim of religious, racial or sexual harassment or violence 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 religious, racial or sexual harassment 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 of 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 harassment or violence directly to a school district human rights officer or to the superintendent
- B. In each school building: The building principal is the person responsible for receiving oral or written reports of religious, racial or sexual harassment or violence at the building level. Any adult school district personnel who receives a report of religious, racial or sexual harassment or violence shall inform the building principal immediately.
- C. Upon receipt of a report, the principal must notify the school district human rights officer 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 human rights officer. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein 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 human rights officer by the reporting party or complainant.
- D. In the District: The school board hereby designates the school district Human Resources Manager as the school district human rights officer(s) to receive reports or complaints of religious, racial or sexual harassment or violence. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.
- E. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- F. Submission of a good faith complaint or report of religious, racial or sexual harassment or violence will not affect the complainant or reporter's future employment, grades or work assignments.
- 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.

V. INVESTIGATION

- A. By authority of the school district, the human rights officer, upon receipt of a report or complaint alleging religious, racial or sexual harassment or violence, shall immediately undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged religious, racial or sexual harassment or violence.
- E. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

- A. Upon receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.
- B. The results of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

VII. REPRISAL

The school district will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who makes a good faith report of alleged religious, racial or sexual harassment or violence or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

IX. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. 626.556 may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be posted in each school building in an area accessible to pupils and staff members, and on the school district web site.
- B. This policy shall appear in the student handbook.
- C. The school district will develop a method of discussing this policy with students and employees.
- D. This policy shall be periodically reviewed for compliance with state and federal law.

Hazing Prohibition

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

II. GENERAL STATEMENT OF POLICY -

- No student, teacher, administrator, volunteer, contractor or other employee of the Shakopee Public Schools shall plan, direct, encourage, aid or engage in hazing.
- No teacher, administrator, volunteer, contractor or other employee of the Shakopee Public Schools shall permit, condone or tolerate hazing.
- Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.
- This policy applies to behavior that occurs on or off school property and during and after school hours.
- A person who engages in an act that violates school policy or law in order to initiate into or affiliated with a student organization shall be subject to discipline for that act.
- The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

- A. **“Hazing”** - Committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other purpose. The term hazing includes, but is not limited to:
 - Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking or placing a harmful substance on the body.
 - Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
 - Any activity involving the consumption of any alcoholic beverage, drug, tobacco product or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
 - Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.
 - Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.

“Student organization” - A group, club or organization having students as its primary members or participants. It includes all grade levels, classes, teams, activities or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

IV. REPORTING PROCEDURES

- Any person who believes he or she has been the victim of hazing or any person with knowledge or belief of conduct, which may constitute hazing, shall report the alleged acts immediately to the School District Human Rights Officer(s) or building principal.
- The building principal is the person responsible for receiving reports of hazing at the building level. Any person may report hazing directly to a School District Human Rights Officer(s) or the Superintendent.

- Teachers, administrators, volunteers, contractors and other employees of the school district shall be particularly alert to possible situations, circumstances or events that might include hazing. Any such person who receives a report of, observes, or has other knowledge or belief of conduct, which may constitute hazing, shall inform the building principal immediately.
- Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades or work assignments.

V. SCHOOL DISTRICT ACTION

- Upon receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.
- The school district may take immediate steps, at its discretion, to protect the complainant, reporter, students, or others pending completion of an investigation of hazing.
- Upon completion of the investigation, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements, applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act, school district policies and regulations.

VI. REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the school district who retaliates against any person who makes a good faith report of alleged hazing or against any person who testifies, assists, or participates in a proceeding or hearing relating to such hazing. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

VII. DISSEMINATION OF POLICY

This policy shall appear in all staff, student and parent handbooks.

NOTICE OF NONDISCRIMINATION

Independent School District 720 is committed to a policy on nondiscrimination. The school district will not discriminate in any matters concerning staff, students, educational programs and services and persons with whom the board does business.

In addition to compliance with all federal and state laws, the school district shall consider discrimination to be an overt or covert behavior that excludes participation in or denies the benefits derived from any educational program or employment opportunity based on race, color, creed, religion, national origin, sex, sexual orientation, marital status, disability, status with regard to public assistance and age.

In keeping with the school district's commitment and the requirements of law, the school district will establish and maintain a program designed to identify, remediate and prevent discrimination in employment, assignment and promotion of personnel; in educational programs, services and opportunities offered students and staff; in location and use of facilities; and in educational materials.

RIGHTS REGARDING PUPIL RECORDS

Independent School District No. 720 gives notice to parents of students currently in attendance in the district, and eligible students currently in attendance in the district, of their rights regarding pupil records.

Independent School District No. 720 has adopted a board policy in order to comply with state and federal laws regarding education records. The policy does the following:

It classifies records as public, private or confidential.

It establishes procedures and regulations to permit parents or students to inspect and review a student's education records. These procedures include the method of determining fees for copies, a listing of the locations of these education records, and the identity of the individuals in charge of the records.

It establishes procedures and regulations to allow parents or students to request the amendment of a student's education records to ensure that the records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights.

It establishes procedures and regulations for access to and disclosure of education records.

It establishes procedures and regulations for safeguarding the privacy of education records and for obtaining prior written consent of the parent or student when required prior to disclosure.

Copies of Board policy and accompanying procedures and regulations are available to parents and students upon written request to the Office of Superintendent of Schools.

- Pursuant to applicable law, Independent School District No. 720 gives notice to parents of students currently in attendance in the district, and eligible students currently in attendance in the district, of their rights regarding "Directory Information."
- "Directory information" includes the following information relating to a student: the student's name; date and place of birth; major field of study; participation in officially recognized activities and sports; weight and height of members of athletic teams; dates of attendance; degrees and awards received; the most recent educational agency or institution attended by the student; and other similar information. "Directory information" does not include identifying information on a student's religion, race, color, social position or nationality.

- The information listed above shall be public information which the school district may disclose from the education records of a student.
- Should the parent of a student or the student so desire, any or all of the listed information will not be disclosed without the parent's or eligible student's prior written consent except to school officials as provided under federal law.
- In order to make any or all of the directory information listed above "private" (i.e. subject to consent prior to disclosure), the parent or eligible student must make a written request to the building principal within thirty (30) days after the date of the last publication of this notice. This written request must include the following information: name of student; home address; school presently attended by student; parent's legal relationship to student, if applicable; specific category or categories of directory information which is not to be made public without the parent's or eligible student's prior written consent.
- Complaints regarding alleged violations of rights accorded parents or eligible students by the federal law and the regulations promulgated there under may be submitted in writing to the Student Family Education Rights and Privacy Office, U.S. Department of Education, Washington, DC 20202.

Student Discipline Policy

Every student and employee of Shakopee High School is entitled to learn and work in a safe school environment. To ensure this, the district and school have established clear student discipline policies, consequences appropriate for the behavior, and practices to consistently apply the policies. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the discipline policy. Any behaviors prohibited by policy may result in a referral. The school district may take into account the student's disciplinary records while enrolled in SHS. Where applicable, the student will be declared ineligible for participation in activities governed by the Minnesota State High School League. Students are expected to behave in accordance with federal, state and local laws and rules, district and school policies and regulations, and in a way that respects the rights and safety of others. Students violating the law will be referred to the police. The following are school discipline policies. These discipline policies and the potential consequences apply at any time a student is present at a school location or at a school-sponsored event. Listed are the violations and the recommended consequences. The school district in its sole discretion may impose more severe consequences (i.e. expulsion) beyond those set forth in this policy based on the particular misconduct.

(DISPLAYED AT THE BACK OF THE STUDENT HANDBOOK)

DISCIPLINE PROCEDURES & TERMINOLOGIES

CLOTHING: Clothing may not include words that are lewd, obscene, disruptive, abusive, or discriminatory or which create a safety hazard, or which promotes products or activities that are illegal for minors. Dress or grooming which is disruptive to the classroom or school atmosphere is not allowed. Shoes must be worn at all times for health and safety reasons. Students may not wear facemasks that would prevent the student from being identified. Students must cover their midriff, upper body (no bra straps showing) and shorts may not be shorter than arm length at their sides.

CORPORAL PUNISHMENT: The state law strictly prohibits corporal punishment. Corporal punishment involves the hitting or spanking of a student with or without an object or any unreasonable force that causes bodily harm or substantial emotional harm.

LOCKER POLICY: It is the policy of District 720 and the state of Minnesota (MS127.47) that school lockers, desks and other areas assigned to a student are the property of the school. At no time does the school relinquish its exclusive control of lockers provided for the convenience of students. Inspection of lockers may be conducted by school authorities for any reason at anytime, without notice, without student consent and without a search warrant. The personal possessions of a student within a locker may be searched only when school authorities have reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student's personal possessions, the school must provide notice of the search to the student whose locker was searched unless such disclosure would impede an ongoing investigation by police or school officials.

MODIFICATION OF CONSEQUENCES: Consequences for a specific violation may be adjusted on an individual basis.

PARENTAL/GUARDIAN QUESTIONS ABOUT DISCIPLINE: Parents may contact building administrators to discuss an infraction and/or consequence assigned if they have questions regarding the situation.

PHYSICAL RESTRAINT: Physical restraint may be used by administrators, teachers and/or other staff only where it is necessary to use reasonable force to keep a student from injuring himself or herself, others, or property.

POLICE LIAISON OFFICER: Police liaison officers work as school agents. When an offense is committed they may interview a student before calling a parent or legal guardian.

POLICE REFERRAL: Administrators will involve the police or other law enforcement authorities as necessary. If a student violates a district policy that also violates a law, the student will be referred to the police.

PUBLICATION OF DISCIPLINE POLICY: Each school will include the district-wide discipline policy along with their building-level discipline policy to make-up their overall building discipline policy. Students and parents or guardians will be informed of the discipline policy at the beginning of the school year or when they enroll in Eden Prairie Schools.

RECOMMENDATION FOR EXPULSION: Expulsion is a legal act which may be taken by the school board, not principals. That is why a meeting is held at the district level before such action is taken by the school board.

SCHOOL LOCATION: Includes a school building, school grounds, school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the areas of entrance or departure from school premises or events, and all school related functions.

SCHOOL PERSONNEL: Any person employed or under the direction/assignment of school personnel and who is acting within the scope of their assignment.

SCHOOL ORGANIZATION: A group, club organization having students as its primary members or participants.

SCHOOL TRANSFER: Transfer from the student's home school to another similar district school.

SCHOOL ZONE: (MN Statute 152.01 Subd 14a.) – (1) any property owned, leased, or controlled by a school district or an organization operating a nonpublic school, as defined in section 123B.41, subdivision 9, where an elementary, middle, secondary school, secondary vocational center or other school providing educational services in grade one through grade twelve is located, or used for education purposes, or where extracurricular or co-curricular activities are regularly provided; (2) the area surrounding school property as described in clause (1) to a distance of 300 feet or one city block, whichever distance is greater, beyond the school property; and (3) the area within a school bus when the bus is being used to transport one or more elementary or secondary school students.

SEARCH AND SEIZURE: Our goal is to maintain a safe environment for students, one that is free of drugs and weapons. To accomplish this goal we must, when given cause, search students, lockers and vehicles on the school grounds. School officials may conduct the search or the school may use drug sniffing dogs to conduct the search. ***Students are advised that cameras provide video surveillance in the building and the parking lot.***

School lockers remain the property of the school and may be inspected at any time without notice, without student consent, and without a search warrant. Personal possessions within the locker may be searched only when school officials have a suspicion that the search will uncover evidence of a violation of law or a school rule. Students will be notified of a search of their personal possessions as soon as possible following a search. In most cases, contraband will be turned over to the police.

Student vehicles may be searched based on observation of contraband in the vehicle or suspicion that the search will uncover evidence of a violation of law or a school rule. The student who drove the vehicle to school will be held responsible for the contraband and face school disciplinary action. In most cases, contraband will be turned over to the police.

When a student's locker or vehicle is searched, the parent/guardian of the student will be contacted.

Under the threat of immediate danger, locker(s) and other areas will be searched immediately.

SEARCH OF VEHICLES: By entering the school parking lot, the person driving any vehicle is deemed to consent to a complete search of the vehicle for any reason. Such search may be conducted by school officials including the school custodian or by law enforcement officers at the school's request. The area of search will include the entire passenger compartment, engine compartment, trunk and undercarriage, and all containers therein, locked or unlocked.

SPECIAL EDUCATION/STUDENTS WITH DISABILITIES: Consequences for students with disabilities will be adjusted, as required by federal and state laws and regulations, and the student's individual education plan (IEP) or 504 Plan.

UNDER THE INFLUENCE: The following behaviors would indicate that a student is "under the influence": smells of alcohol or drugs, physical appearance (red eyes), incoherent, staggering or unsteady walk, slurred speech or comatose. A school authority will check for signs.

UNIQUE SITUATIONS: Because it is not possible to list every violation that occurs, those not specified will be responded to as necessary by staff on a case-by-case basis. Consequences can range from those assigned by a building administrator up to and including recommendation of expulsion.

COMPLIANCE STATEMENT

Shakopee High School complies with all federal and state laws prohibiting discrimination on the grounds of race, color, national origin, creed, religion, sex, marital status and age.

Any person who feels that his/her rights under these policies have been violated should report the circumstances to the building principal.

PUPIL FAIR DISMISSAL ACT

See "Suspension and Expulsion Procedures" listed below.

SUSPENSION AND EXPULSION PROCEDURES

- I. The staff shall recognize its continuing responsibility for the education of the pupil during the dismissal period to help prepare him/her for readmission.

II. DEFINITIONS:

- A. **BULLYING**: Intimidating, threatening, abusive, or harming conduct that is objectively offensive and : a) There is an actual or perceived imbalance of power between the student engaging in prohibited conduct and the target of the behavior and the conduct is repeated or forms a pattern; or b) materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, service, or privileges.
- B. **CYBERBULLYING**: Bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. This includes use of electronic technology and communications off the school premises to the extent such use substantially and materially disrupts student learning or the school environment.
- C. **DISMISSAL**: "Dismissal" means the denial of the appropriate educational program to any pupil, including exclusion, expulsion, a suspension.
- D. **DISTRICT**: "District" Independent School District No. 720.
- E. **DRUG PARAPHERNALIA**: all equipment, products and materials of any kind which are knowingly or intentionally used primarily in manufacturing a controlled substance; injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance; testing the strength, effectiveness, or purity of a controlled substance; or enhancing the effect of a controlled substance.
- F. **EXCLUSION**: "Exclusion" means an action taken by a school board to prevent enrollment or re-enrollment of a pupil for a period that shall not extend beyond the school year.
- G. **EXPULSION**: "Expulsion" means an action taken by a school board to prohibit an enrolled pupil from further attendance for a period that shall not extend beyond the school year.
- H. **GANG**: any ongoing organization, association or group, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in a pattern of gang activity. "Pattern of gang activity" means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same gang.
- I. **GANG-LIKE ACTIVITY**: any conduct engaged in by a student on behalf of any gang, to perpetuate the existence of any gang, to affect the common purpose and design of any gang and/or to represent a gang affiliation, loyalty or membership in any way while on a school location. These activities include recruiting students for membership in any gang and threatening or intimidating other students or employees to commit acts or omissions against his/her will in furtherance of the common purpose and design of any gang.
- J. **HAZING**: committing an act against a student or coercing a student into committing an act that creates risk of personal harm in order to be initiated or affiliated with any student organization or activity that may or may not be officially recognized by the school. Hazing is any activity that risks or affects mental or physical health, including physical brutality such as whipping or beating; activities such as sleep deprivation or weather exposure; consumption of alcohol, drugs, tobacco or other substance; intimidation or threats of ostracism, mental stress, embarrassment, shame, humiliation; or any illegal activity.
- K. **PARENT**: "Parent" means (a) one of the pupil's parents, or (b) in the case of divorce, legal separation or illegitimacy, the custodial parent.
- L. **PUPIL**: "Pupil" means any handicapped or non-handicapped student under 21 years of age eligible to attend a public elementary or secondary school within the district.
- M. **SCHOOL**: "School" means any school as defined in Minnesota Statutes, Section 120A.05.
- N. **SCHOOL BOARD**: "School board" means the governing body of the school district.
- O. **SUSPENSION**: "Suspension" means an action taken by the school administration, under rules promulgated by the school board, prohibiting a pupil from attending school for a period of no more than five days. This definition does not apply to dismissal from school for one school day or less. Each suspension action shall include a readmission plan. The readmission shall include, where appropriate, a provision for alternative programs to be implemented upon readmission. Suspension may be consecutively imposed against the same pupil for the same course of conduct, or incident of misconduct, except where the pupil will create an immediate and substantial danger to persons or property around him/her. In no event shall suspension exceed 15 school days, provided that a suspension exceeds five days.

III. Pre-Condition to Dismissal (Suspension exceeding 5 days, exclusion or expulsion.)

No school shall dismiss any pupil without attempting to provide alternative programs or education prior to dismissal proceedings. Such programs may include special tutoring, modification of the curriculum for the pupil, placement in a special class or assistance from other agencies.

IV. Grounds for Dismissal.

A. Statutory Grounds. A student may be dismissed on the following grounds:

1. Willful violation of any reasonable school board regulation. Such regulation must be clear and definite to provide notice to pupils that they must conform their conduct to its requirements;
2. School Board Regulation.
 - a. Incorporation of conduct regulation. The School Board of Independent School District No. 720, in adopting this policy, hereby adopts and incorporates into the policy the following school board regulation relative to student behavior.
 - b. Forbidden Conduct. Any pupil who willfully engages in any of the following conduct at school, at school activities, on a school bus, or on school grounds shall be subject to discipline including dismissal from school.
 - i. Possesses, sells, consumes or is under the influence of alcohol or unauthorized drugs or controlled substances or possesses or sells equipment intended for use in connection with consumption of the same;
 - ii. Uses smoking materials; engages in the illegal possession, sale or consumption of tobacco; or otherwise violates a school rule with respect to smoking tobacco;
 - iii. Is absent without excuse from school or class with or without the knowledge of any parent or guardian.
 - iv. Destroys or damages the property of another;
 - v. Takes or keeps the property of another;
 - vi. Refuses to obey a school or school district regulation, or a directive of any person in a position of authority;
 - vii. Physically or verbally abuses another person;
 - viii. Possesses a weapon as defined by law;
 - ix. Extorts, or attempts to extort, threatens to extort, harass or terrorize another person;
 - x. Violates a state or federal statute; or local ordinance;
 - xi. Engages in conduct that materially and substantially disrupts the education process;
 - xii. Engages in conduct that endangers the pupil or another person, or the property of the school or of another person;
 - xiii. Violates any other rules or regulations of the school district.

V. Suspension

A. Pre-Condition

No suspension from school shall be imposed without an informal administrative conference with the pupil, except where it appears that the pupil will create an immediate and substantial danger to persons or property around him/her.

B. Procedures

1. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of this Act, shall be personally served upon the pupil at or before the time the suspension is to take effect, and upon his/her parent or guardian by the certified mail within 48 hours of the conference. In the event the pupil is suspended without an informal administrative conference on the ground that the pupil will create an immediate and substantial danger to persons or property around him/her, the written notice shall be served either personally or by certified mail upon the pupil and his/her parent or guardian within 48 hours of the suspension. Service by certified mail is complete upon mailing.
2. Notwithstanding the provisions of Part V, A and B, the pupil may be suspended pending the school board's decision in the expulsion hearing; provided that an alternative program shall be implemented to the extent that suspension exceeds five days.
3. A student will be readmitted to school following the expiration of the suspension, unless expulsion proceedings have been commenced.

VI. Expulsion

A. Pre-Condition

No exclusion or expulsion shall be imposed without a hearing unless the pupil and parent or guardian waives the right to a hearing in writing. The school board or its agent shall initiate the action.

B. Notice. Written notice of intent to exclude or expel shall:

- a. Be served upon the pupil and his/her parent or guardian by certified mail;
- b. Contain a complete statement of the facts, a list of the witnesses and a description of their testimony;
- c. State the date, time and place of the hearing;
- d. Be accompanied by a copy of the Pupil Fair Dismissal Act;
- e. Describe alternative educational programs afforded the pupil prior to the commencement of the expulsion or exclusion proceedings; and

- f. Inform the pupil and parent or guardian of the right to:
 - 1. have legal counsel at the hearing;
 - 2. examine the pupil's records before the hearing;
 - 3. present evidence; and
 - 4. confront and cross-examine witnesses.
 - C. Hearing Scheduled. The hearing shall be scheduled within ten days of the service of the written notice unless an extension, not to exceed five days, is required for good cause by the school board, pupil, parent or guardian.
 - D. Hearings: Open or Closed. The hearing shall be closed unless the pupil, parent, or guardian requests an open hearing.
 - E. Hearing: Time and Place. The hearing shall be at a time and place reasonably convenient to pupil, parent or guardian.
 - F. Right of Representation. The pupil shall have the right to a representative of his/her own choosing, including legal counsel. If a pupil is financially unable to retain counsel, the school board shall advise the pupil's parent or guardian of available legal assistance.
 - G. Hearing: By Whom. The hearing shall take place before:
 - a. An independent hearing officer;
 - b. A member of the school board;
 - c. A committee of the school board; or
 - d. The full school board; as determined by the board.
 - H. Proceedings Recorded. The proceedings of the hearing shall be recorded and preserved, at the expense of the school district, pending ultimate disposition of the action. Testimony shall be given under oath. The hearing officer or a member of the school board shall have the power to issue subpoenas and administer oaths.
 - I. Access to Records. At a reasonable time prior to the hearing, the pupil, parent or guardian or his/her representative shall be given access to all public school system records pertaining to the pupil, including any tests or reports upon which the proposed action may be based.
 - J. Witnesses, Confrontation, Cross-Examination. The pupil, parent or guardian or his/her representative shall have the right to compel the attendance of any official employee or agent of the public system or any public employee or any other person who may have evidence upon which the proposed action may be based, and to confront and cross-examine any witnesses testifying for the public school system.
 - K. Right to Present Evidence. The pupil, parent or guardian or his/her representative shall have the right to present evidence and testimony, including expert psychological or educational testimony.
 - L. Not Compelled to Testify. The pupil cannot be compelled to testify in the dismissal proceedings.
 - M. Substantial Evidence. The recommendation of the hearing officer or school board member or committee shall be based solely upon substantial evidence presented at the hearing and be made to the school board within two days of the end of the hearing.
 - N. Decision. The decision by the school board shall be based upon the recommendation of the hearing officer or the school board member or committee and shall be rendered at a special meeting within five days after receipt of the recommendation. The decision shall be in writing and the controlling facts found upon which the decision is made shall be stated in sufficient detail to apprise the parties and the Commissioner of Education of the basis and reason for the decision.
- VII. Other Reports and Notice Requirements
- A. Report to Service Agency
The school board shall report any action taken pursuant to this Act to the appropriate public service agency, when the pupil is under the supervision of such agency.
 - B. Report to Commissioner of Education
The school board shall report each exclusion or expulsion within 30 days of the effective date of the action to the commissioner of education. The report shall include a statement of alternative programs of education accorded the pupil prior to the commencement of exclusion or expulsion proceedings.
 - C. Notice of Right to be Reinstated
Whenever a pupil fails to return to school within ten school days of the termination of dismissal, the pupil and his/her parents shall be informed by certified mail of the pupil's right to attend and to be reinstated in the public school.
- VIII. Non-Credit Programs
- The procedure required by this policy need not be observed in connection with discipline related solely to school programs and activities for which no credit is granted.
- IX. Responsibilities
- A. Evaluation
 - 1. The Board of Education will periodically review and consider changes in the specific regulation submitted by each school or department.
 - 2. Prior to submission to the board and superintendent, the building principal or department head, in cooperation with staff and students, will review rules and regulations.
 - B. Enforcement

1. All the adult building personnel are responsible for the consistent enforcement of school rules and regulations.
2. The building principal will suspend and only the principal will initiate expulsion or exclusions.

C. Communication

1. It will be the responsibility of the principal to see that each student is given a copy of the building rules and regulations.
2. All rules and regulations will be reviewed with students as to their content and intent.
3. A copy of each building's rules and regulations will be provided to parents.

X. Incorporation of Dismissal Act: Controlling Effect

The Pupil Fair Dismissal Act, M.S. 121A.40-56 is attached to and made a part of this policy. To the extent this policy is inconsistent with the Pupil Fair Dismissal Act, the Act is controlling.

TENNESSEN WARNING

The Minnesota Government Data Practices Act (Minn. Stat. 13.01 et seq.) provides that an individual asked to supply private or confidential data concerning the individual has the right to be informed of the following:

1. The purpose and intended use of the requested data;
2. Whether the individual may refuse or is legally required to supply the requested data;
3. Any known consequence of supplying or refusing to supply the private or confidential data; and
4. The identity of persons or entities authorized by state or federal law to receive the data. Minn. Stat. 13.04, subd. 2. This notice is commonly called a Tennesen warning.

USE OF REASONABLE FORCE

"A teacher, school employee, school bus driver or other agent of a district may use reasonable force in compliance with Minnesota Statutes §121A.582 and other laws."

Miscellaneous

ANNOUNCEMENTS

Announcements for the student body are to be turned in to the Main Office by 1:00 pm on the day before the announcement is to be made; they should be signed and approved by an advisor or coach. The announcements will be posted throughout the building and on the high school website. It is the responsibility of students who are attending classes outside of the high school to read the posted announcements.

EMERGENCY PLANNING - Fire Drills and Tornado Drills

Posted in each room is a notice related to evacuation and shelter in the event of an emergency. FOLLOW THESE DIRECTIONS unless an emergency causes other directions to be given. When exiting the building, move promptly, but without running. Keep orderly lines. All students and all school employees are to leave the building and are not to return until the all clear is given. Those leaving the building first are to go 300 feet away from the building.

In the case of a tornado drill or warning, a steady bell will be heard. Teachers will direct students to follow the signs posted in each room.

EMERGENCY PLANNING - Lockdowns and emergencies within the building

It may become necessary to evacuate or lockdown the building because of an emergency. You will be notified of such an emergency over the P.A. or by your classroom teacher. All students are expected to follow the emergency directions given by adult supervisors. Emergency evacuation and lockdown procedures will be practiced.

EMERGENCY PLANNING - Weather Emergencies

Here in the upper Midwest from time to time we have weather conditions that cause school to begin late or to be cancelled completely for the day. The official radio station carrying such information is WCCO (830 AM). Please listen to this station, check the website, and DO NOT CALL THE SCHOOL. For most emergencies, an automated call will be sent to homes.

MONEY/VALUABLES

DO NOT bring excess money or valuables to school. The safety of these items can NOT be guaranteed. Also note - for security purposes, **the Main Office does NOT keep cash in the office.** Please bring exact amounts when paying classroom fees or one dollar bills or coins for vending machines.

MOVING

If at any time your address changes, please contact the Main Office as soon as possible so there is no interruption to your school correspondence. If you are moving out of the school district and will no longer be attending Shakopee schools, please allow at least 2 days advance notice whenever possible so your student can complete a Withdrawal Grades sheet to take to their new school. In the case of a

withdrawal, please note expectations in **Academics** section of the handbook related to **Withdrawal Procedures**.

PARENTS AS PARTNERS

Volunteers are important partners in the education of our students and there are many times that we need parent volunteers. Please consider sharing your time with the students and staff. We realize that volunteering takes a different form at the High School level because of the unique characteristics of adolescent students. Be assured, though, that your participation is needed and benefits everyone - students, school, community and you.

There are many ways you can be involved at the Shakopee High School including the following volunteer opportunities:

- **Community Resource Speaker:** Add your name to our file of community members willing to speak to classes about their occupation, hobby, ethnic heritage or travel experience. Share your first-hand knowledge with students and enrich their learning.
- **Tutor:** Work with individual students, under the supervision of a teacher, to reinforce math, spelling, reading or writing skills.
- **Learning Commons Support:** Shelve books or assist students with research projects.
- **Career Center:** Help students' access career, college and scholarship information.
- **Special Projects:** Assist office staff with bulk mailings or special events.
- **Athletics Events Volunteer:** Help at three athletic events and receive an activity pass.
- **Band Boosters:** Provide support for the band program and assist with band fundraising efforts.
- **Dollars for Scholars:** Assist with coordinating the annual community drive for scholarship funds.
- **Senior Class Party:** Help plan and coordinate the all-night graduation party. Planned and staffed entirely by parents and community members.

For more information about volunteer opportunities, contact the High School Main Office at 952-496-5152.

STATEWIDE TESTING



Parent/Guardian Guide and Refusal for Student Participation in Statewide Testing

This information will help parents/guardians make informed decisions that benefit their children, schools, and communities.

Why statewide testing?

Minnesota values its educational system and the professionalism of its educators. Minnesota educators created the academic standards which are rigorous and prepare our students for career and college.

The statewide assessments are how we as a state measure that curriculum and daily instruction in our schools are being aligned to the academics standards, ensuring all students are being provided an equitable education. Statewide assessment results are just one tool to monitor that we are providing our children with the education that will ensure a strong workforce and knowledgeable citizens.

Why does participation matter?

A statewide assessment is just one measure of your student's achievement, but your student's participation is important to understand how effectively the education at your student's school is aligned to the academic standards.

- In Minnesota's implementation of the federal Every Student Succeeds Act, a student not participating in the statewide assessments will not receive an individual score and will be counted as "not proficient" for the purpose of school and district accountability, including opportunities for support and recognition.
- Students who receive a college-ready score on the high school MCA are not required to take a remedial, noncredit course at a Minnesota State college or university in the corresponding subject area, potentially saving the student time and money.
- Educators and policy makers use information from assessments to make decisions about resources and support provided.
- Parents and the general public use assessment information to compare schools and make decisions about where to purchase a home or to enroll their children.
- School performance results that are publicly released and used by families and communities, are negatively impacted if students do not participate in assessments.

Academic Standards and Assessments

What are academic standards?

The [Minnesota K-12 Academic Standards](#) are the statewide expectations for student academic achievement. They identify the knowledge and skills that all students must achieve in a content area and are organized by grade level. School districts determine how students will meet the standards by developing courses and curriculum aligned to the academic standards.

What is the relationship between academic statewide assessments and the academic standards?

The statewide assessments in mathematics, reading, and science are used to measure whether students, and their school and district, are meeting the academic standards. Statewide assessments are one measure of how well students are doing on the content that is part of their daily instruction. It is also a measure of how well schools and districts are doing in aligning their curriculum and teaching the standards.

Minnesota Comprehensive Assessment (MCA) and Minnesota Test of Academic Skills (MTAS)	ACCESS and Alternate ACCESS for English Learners
<ul style="list-style-type: none">• Based on the Minnesota Academic Standards; given annually in grades 3–8 and high school in reading and mathematics; given annually in grades 5, 8 and high school for science.• Majority of students take the MCA.• MTAS is an option for students with the most significant cognitive disabilities.	<ul style="list-style-type: none">• Based on the WIDA English Language Development Standards.• Given annually to English learners in grades K–12 in reading, writing, listening and speaking.• Majority of English learners take ACCESS for ELLs.• Alternate ACCESS for ELLs is an option for English learners with the most significant cognitive disabilities.

Posted May 2018

Why are these assessments effective?

Minnesota believes that in order to effectively measure what students are learning, testing needs to be more than answering multiple choice questions.

- To answer questions, students may need to type in answers, drag and drop images and words, or manipulate a graph or information.
- The Reading and Mathematics MCAs are adaptive, which means the answers a student provides determine the next questions the student will answer.
- The Science MCA incorporates simulations, which require students to perform experiments in order to answer questions.

All of these provide students the opportunity to apply critical thinking needed for success in college and careers and show what they know and can do.

Are there limits on local testing?

As stated in Minnesota Statutes, section 120B.301, for students in grades 1–6, the cumulative total amount of time spent taking locally adopted districtwide or schoolwide assessments must not exceed 10 hours per school year. For students in grades 7–12, the cumulative total amount of time spent taking locally adopted districtwide or schoolwide assessments must not exceed 11 hours per school year. These limits do not include statewide testing.

In an effort to encourage transparency, the statute also requires a district or charter school, before the first day of each school year, to publish on its website a comprehensive calendar of standardized tests to be administered in the district or charter school during that school year. The calendar must provide the rationale for administering each assessment and indicate whether the assessment is a local option or required by state or federal law.

What if I choose not to have my student participate?

Parents/guardians have a right to not have their student participate in state-required standardized assessments. Minnesota Statutes require the department to provide information about statewide assessments to parents/guardians and include a form to complete if they refuse to have their student participate. This form follows on the next page and includes an area to note the reason for the refusal to participate. Your student's district may require additional information.

A school or district may have additional consequences beyond those mentioned in this document for a student not participating in the state-required standardized assessments. There may also be consequences for not participating in assessments selected and administered at the local level. Please contact your school for more information regarding local decisions.

When do students take the assessments?

Each school sets their testing schedule within the state testing window. Contact your student's school for information on specific testing days.

- The MCA and MTAS testing window begins in March and ends in May.
- The ACCESS and Alternate ACCESS for ELLs testing window begins at the end of January and ends in March.

When do I receive my student's results?

Each summer, individual student reports are sent to school districts and are provided to families no later than fall conferences. The reports can be used to see your child's progress and help guide future instruction.

How much time is spent on testing?

Statewide assessments are taken one time each year; the majority of students test online. On average, the amount of time spent taking statewide assessments is **less than 1 percent of instructional time** in a school year. The assessments are not timed and students can continue working as long as they need.

Why does it seem like my student is taking more tests?

The statewide required tests are limited to those outlined in this document. Many districts make local decisions to administer additional tests that the state does not require. Contact your district for more information.

Where do I get more information?

Students and families can find out more on our [Statewide Testing page](http://education.state.mn.us) (education.state.mn.us > Students and Families > Programs and Initiatives > Statewide Testing).

Posted May 2018



Minnesota Statutes, section 120B.31, subdivision 4a, requires the commissioner to create and publish a form for parents and guardians to complete if they refuse to have their student participate in state-required standardized assessments. Your student's district may require additional information. School districts must post this three page form on the district website and include it in district student handbooks.

Parent/Guardian Refusal for Student Participation in Statewide Assessments

To opt out of statewide assessments, the parent/guardian must complete this form and return it to the student's school.

*To best support school district planning, please submit this form to the student's school no later than January 15 of the academic school year. For students who enroll after a statewide testing window begins, please submit the form within two weeks of enrollment. A new refusal form is required **each year** parents/guardians wish to opt the student out of statewide assessments.*

Date _____ (This form is **only** applicable for the 20____ to 20____ school year.)

Student's Legal First Name _____ Student's Legal Middle Initial _____

Student's Legal Last Name _____ Student's Date of Birth _____

Student's District/School _____ Grade _____

Please initial to indicate you have received and reviewed information about statewide testing.

____ I received information on statewide assessments and choose to opt my student out. MDE provides the *Parent/Guardian Guide and Refusal for Student Participation in Statewide Testing* on the [MDE website](#) (Students and Families > Programs and Initiatives > Statewide Testing).

Reason for refusal:

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

_____ MCA/MTAS Reading _____ MCA/MTAS Science
 _____ MCA/MTAS Mathematics _____ ACCESS or Alternate ACCESS for ELLs

Contact your school or district for the form to opt out of local assessments.

I understand that by signing this form, my student will lose one opportunity to receive a qualifying score that could potentially save him/her time and money by not having to take remedial, non-credit courses at a Minnesota State college or university. My student will not receive an individual score and will be counted as "not proficient" for the purpose of school and district accountability. My school and I may lose valuable information about how well my student is progressing academically. In addition, refusing to participate in statewide assessments may impact the school, district, and state's efforts to equitably distribute resources and support student learning.

Parent/Guardian Name (print) _____

Parent/Guardian Signature _____

To be completed by school or district staff only. Student ID or MARSS Number _____

Posted May 2018

Extra-Curricular Activities & Athletics

ACADEMIC POLICY FOR ELIGIBILITY

It shall be the policy of Independent School District No. 720 to encourage its students to participate in co-curricular activities in order to enhance their total education. Keeping in mind, however, that their academic progress toward graduation is of the prime interest, any student of Shakopee High School desiring to participate in a co-curricular activity must be making satisfactory progress toward graduation in order to be eligible for such participation.

Freshmen:

4 credits at the end of the first semester* 10 credits at the end of the second semester (to be eligible as a sophomore)

Sophomores:

15 credits at the end of the first semester 20 credits at the end of the second semester (to be eligible as junior)

Juniors:

27 credits at the end of the first semester 34 credits at the end of the second semester (to be eligible as a senior)

Seniors:

41 credits at the end of the first semester.

*After the first semester of the freshmen year, a student may have his/her eligibility restored after a two-week period of ineligibility (practices and contests) **IF** the student earned at least three credits during the first semester and is passing all of his/her classes each week during the second semester.

Any junior or senior who has not met the minimum credit requirements as stated above, but has exhibited a desire to improve his/her academic standing by obtaining passing marks in a minimum of ten subjects over the previous two consecutive semesters (including summer school) may be declared eligible by meeting guidelines laid out in this handbook. A student/athlete may also be declared eligible after one semester if s/he has achieved a GPA of 2.0 or better and passes a minimum of six classes.

Any student who does not have a cumulative grade point average of 1.7 (C-) shall be monitored by the Activities Office. The student's weekly eligibility (for both practice and events) will be determined on weekly progress reports turned into the Activities Office.

Should a semester end while an activity is in progress, the academic eligibility of a student shall be upgraded or downgraded as applicable.

ACTIVITIES – GENERAL INFORMATION

Shakopee High School has an extensive activities program. This includes athletics, band and vocal groups, clubs, drama, yearbook, speech, and academic competition teams. All students are encouraged to become involved in activities. Activities make high school both more enjoyable and more meaningful. All of these activities are under the direction of the Activities Director.

All activities, whether associated with the Minnesota State High School League (MSHSL) or not, will follow the rules for eligibility set down by the MSHSL. All activities will follow the rules for academic eligibility as set down by the school. Students wishing to become involved in an activity should listen for announcements, attend organization meetings and/or talk to the coach/director.

JOIN

Shakopee offers a variety of activities for High School students.

In order to participate in **athletics**, two things must be completed. The online registration must be submitted and the Activities Office must have a current sports physical on file for you. There is also a registration fee for 9-12th grade sports of \$150 that gets paid through the online registration system. Here is a list of all of our athletics-

Fall

Girls Volleyball
Boys & Girls Soccer
Girls Tennis
Girls Swim & Dive
Boys & Girls Cross Country
Football
Cheerleading
Adapted Soccer
Performance Dance

Winter

Boys Wrestling
Boys Swim & Dive
Boys & Girls Basketball
Boys & Girls Hockey
Dance
Cheerleading

Spring

Girls Softball
Boys Baseball
Boys & Girls Track & Field
Boys Tennis
Boys & Girls Golf
Boys & Girls Lacrosse
Adapted Softball

In order to participate in **Fine Arts or Instructional Competitive Activities**, only the online registration must be submitted. There is also a registration fee for these activities that gets paid through the online registration system. Here is a list of all of our activities that require registration along with their associated fees-

Band (\$85)
Choir (\$85)

Knowledge Bowl (\$85)
Math League (\$85)

Drama (\$40)

Robotics (\$150)

HOSA-Health Occupations Students of America (\$85)

Speech (\$150)

If a student participates in both Band and Choir, the \$85 is only paid once.

The Drama fee is paid by those only in on stage with speaking roles, although we do ask that everyone participating registers. Drama participants must register for each production throughout the school year.

In order to participate in any other **activity or club**, no registration through the Activities Office is required. Here is a list of other activities available at Shakopee-

ACE-Architecture, Construction & Engineering	ALAS	Amnesty International
Bowling Club	Climbing Club	DECA
Drama Club	GSA-Gay Straight Alliance	Link Crew
German Amer. Partnership Prgm	German Club	Leaders in Education & Diversity
Mountain Bike Club	National Honor Society	Prom Committee
SADD-Students Against Destructive Decisions	Spanish Trip	SUDS-Shako. Urban Dance Squad
Student Council	Trap Club	Volleyball Club (Boys)
World Languages Honor Society	Youth in Government	Saber Pause

SUPPORT

Shakopee also has free student admission to athletic and activity events! All students get into home events for free with a student ID. K-8th grade will need to attend with a paid adult, but 9-12th are allowed to come by themselves. Student IDs will be issued to every student in the district at the beginning of the school year. Until the current IDs come in, students may still get into games by using an ID from the previous year. Once all of the current IDs are in, they will be required for entry. As always, children below Kindergarten get in for free. This is a great opportunity for students to come to games to support Shakopee!

ACTIVITY PARTICIPATION AND ATTENDANCE

To participate in and/or attend school activities, students must be in regular attendance during the school day. (See the Attendance Procedures for Students. Students who have an unauthorized absence during the day may not participate in activities after school.)

Students who are in an in-school or out-of-school suspension may not attend or participate in activities on the day(s) of the suspension.

If you have a question on an absence and activity participation, see your counselor, the Activities Director, or the Principal.

SPECTATOR EXPECTATIONS AT CO-CURRICULAR EVENTS

- We welcome enthusiastic fans that come to watch the game/performance and encourage our team/performers. Good sportsmanship is our goal and our trademark.
- Please arrive at an appropriate time prior to the beginning of an auditorium event. If this is not possible, please enter quietly at an appropriate time, such as a scene change or after the first musical selection.
- Running, throwing candy, or horseplay, like grabbing hats or playing catch in crowded areas is both annoying and dangerous. Spectators that endanger themselves or others by their behavior will be ejected from the event.
- If you need to leave a performance, wait for an appropriate time and leave quietly using extreme care to not let the auditorium doors slam.
- We thank fans for patronizing our concession stand. Remember that rude behavior such as cutting in line or speaking rudely to those working there is not acceptable.
- Only **covered beverages** are allowed in the gymnasium. No food or beverages are allowed in the auditorium.
- Please refrain from loud behavior that would be distracting to the performers and the other audience members at fine arts activities.
- Applause is appropriate when music groups enter and exit the stage and after each selection during a musical performance. However, songs that have more than one movement do not require applause until the end of the final movement when the conductor steps off the podium. During theatrical performances, applause is appropriate at the end of scenes and acts, after songs (musical only), and at the end of the performance.
- Toys should be left at home. Game balls must be left at the gate.
- We expect spectators to address volunteers, supervisors and each other respectfully. Disruptive language has no place at Shakopee Saber activities.
- Firecrackers, smoke bombs or weapons of any kind are strictly prohibited at any District 720 activity. Violators may be subject to state and/or federal law.
- Banners and signs are not permitted, except those done by cheerleaders or those otherwise approved by school officials. Signs are to be designed to promote positive, enthusiast support.
- Use of noisemakers, horns whistles or other artificial attention-getters is not permitted by the South Suburban Conference.

The Shakopee School District operates under a set of Community Values. Two of those values are responsibility and respect for others. We

are asking that as a parent you review these values with your children before they attend any sports or fine arts activity.

SPORTSMANSHIP EXPECTATIONS

Shakopee School District students are expected to demonstrate socially accepted behavior. Student participants in co-curricular activities represent the school in a very public manner, and thus student conduct is under close scrutiny. Because of their visibility and status as role models for younger students, proper conduct and abiding by school rules, Minnesota State High School League rules and local and state laws is expected of all students involved in co-curricular activities.

Students representing Shakopee High School are expected to conduct themselves in a manner that will not cause the school, parents, our community, any team/group or coaches/advisors embarrassment. This applies whenever the student is part of any activity, either athletic or non-athletic, before or after a contest/performance or practice, in transit to and from activities, or at any function associated with the activity. Parents, who are role models for their children, are also expected to display positive sportsmanship at all athletic contests. The South Suburban Conference has established a sportsmanship credo which ALL individuals are expected to follow.

Any acts of student misconduct may result in disciplinary action whether or not this misconduct is directly involved with a school event or activity. Students will be disciplined for misbehavior at both home and away events. The Minnesota State High School League's Code of Responsibility allows school authorities to discipline students for violation of League rules.

Disciplinary action may include: a conference with the coach/Activities Director/principal, a meeting with parents and possibly either suspension or dismissal from the team or activity. Other appropriate disciplinary action may be taken by the school administration. This could include detention, suspension, exclusion from school activities and/or expulsion.

In addition, coaches/advisors may establish their own specific policies. These policies should be presented to players and parents at the beginning of the season and are subject to the approval of the Activities Director.

Acceptable and Unacceptable Behavior Standards as Specified by the National Federation of State High School Associations

Acceptable	Unacceptable
Applause during introduction of players, coaches and officials.	Yelling or waving arms to distract or interfere, such as during an opponent's free-throw attempt.
Players shaking hands with an opponent who leaves a contest while both sets of fans recognize player's performance with applause	Disrespectful or derogatory yells, chants, songs, or gestures.
Accept all decisions of officials.	Booing or heckling an official's decision.
Cheerleaders lead fans in positive school yells in positive manner.	Criticizing officials in any way; displays of temper with an official's call.
Handshakes between participants and coaches at the end of a contest, regardless of outcome.	Yells that antagonize opponents.
Treat competition as a game, not war.	Refusing to shake hands or give recognition for good performances.
Coaches/players search out opposing participants to recognize them for an outstanding performance or coaching.	Blaming loss of game on officials, coaches, or participants.
Applause at the end of a contest for the performances of all participants.	Laughing, waving arms or name-calling to distract an opponent, which may lead to ejection and further action.
Everyone showing concern for injured players, regardless of the team.	Use of profanity or displays that draw attention away from the game.
Encourage surrounding people to display only sportsmanlike conduct.	Doing individual yells instead of following the lead of cheerleaders.

STATE TOURNAMENT DISMISSAL (GENERAL GUIDELINES)

Students will be dismissed for state tournaments in which Shakopee teams or individuals participate. Dismissal procedures, times and deadlines will depend on each tournament and game time.

Procedures found in this handbook are subject to change.

The following form will be handed out in homeroom and collected after the teachers review specific parts of the handbook.

SHAKOPEE HIGH SCHOOL
STUDENT POLICIES RELATING TO STUDENT CONDUCT AND TECHNOLOGY ACCESS

I have read, understand and acknowledge receiving the Policies Relating to Student Conduct and Technology Access.

Student Initials

Religious, Racial and Sexual Harassment _____

Pupil Fair Dismissal _____

Student Code of Conduct _____

Student Parking Regulations _____

Acceptable Use of Technology

Any student wishing to access computers, Internet and other technology resources must agree to the Acceptable Use of Technology Policy, and satisfactorily complete approved training. Students do not have to initial the policies; failure to agree to the policy would mean that the student could not access school computers for educational purposes. Unacceptable use of resources may result in loss of privileges and/or disciplinary or legal consequences. Complete policy information can be found in the student/ parent handbook.

Acceptable Use of Technology

Student Initials

By signing this we acknowledge that we have read these policies and discussed the consequences of violating any of the above.

PRINT Student Name

Grade

Student SIGNATURE

Date



**Guidelines for
Shakopee High
School Student
Behavioral
Expectations &
Consequences**

Student Behavior Guidelines and Consequences for Misbehavior

The consequences for misbehavior are designed to be fair, firm and consistent for all students in District 720. They apply to 9-12 students in any school or other district building, on district property, in district vehicles, at school bus stops and at school or district events.

Students who identified as eligible under the IDEA or Section 504 will be subject to these provisions unless the student's IEP or 504 plan specifies a necessary modification. Dismissals will be in compliance with M.S. 121A.43.

Because it is not possible to list every misbehavior that occurs, misbehaviors not included here will be responded to as necessary by staff. Minor misbehaviors are dealt with by bus drivers, chaperones, classroom teachers, counselors, administrators and other appropriate district staff.

Students participating in extra-curricular activities will also be expected to abide by the bylaws of the Minnesota State High School League, regardless of whether the particular activity is sponsored by the League.

In addition to the consequences detailed in this handbook, a school may respond to student misbehavior in a variety of ways which include, but are not limited to, dismissal from school, removal from class, loss of co-curricular activities, loss of access to school facilities and grounds outside of the regular school day, reports to probation services, criminal reports,, fines, loss of driving and parking privileges (at the high school level),

Administrators may involve law enforcement authorities as necessary. If a student violates a district policy or regulation, which is also a violation of a law, the student will be referred to the police in addition to being dealt with as described here. In accordance with state law, administrators will refer to the juvenile delinquency or criminal justice system any student who brings a firearm to school unlawfully.

School staff members shall not interfere with a law enforcement decision to remove a student from school for law enforcement purposes; however, reasonable efforts shall be made to inform a student's parent or guardian of the involvement of law enforcement. Law enforcement officers shall not be involved in an educational decision to remove a student from school as a disciplinary consequence.

CONSEQUENCES

For each misbehavior described in the following charts, there are specific consequences for first, second, third and fourth violations. The definitions of those consequences, and other consequences for misbehavior, are as follows:

Detention - Requirement for a student to remain in school or attend school outside normal school hours.

Exclusion -Action taken by the School Board to prevent a student from enrolling or re-enrolling for a period of time not to extend beyond the school year.

Expulsion - A School Board action to prohibit an enrolled student from further attendance for up to 12 months from the date the student is expelled.

Expulsion from Bus - School administrator action to prohibit a student from riding a school bus or other district vehicle for up to 12 months from the date of the expulsion from the bus.

Fine - A financial penalty assessed of a student by the school.

Mediation - Mediation is designed to:

- Prevent minor misbehaviors from escalating to the point where disciplinary consequences need to be applied. (For example, teasing, name-calling, spreading rumors, etc., can be mediated if both parties are willing to participate.)
- Resolve interpersonal conflicts that may also require disciplinary consequences. (For example, after a student has received the designated disciplinary consequences for physical fighting, he or she could be offered the option of mediation to prevent the problem from escalating in the future.)

Notification of Parent or Guardian - Conversation (in person or by telephone) and/or written contact between a school employee (usually a teacher, student support staff member or administrator) and a student's parent or guardian.

Notification of Police - Contact by the school administration with the local police department to inform them about an illegal misbehavior engaged in by a student.

Parent Conference - Scheduled meeting between a school employee and a student's parent or guardian.

Police Referral - Referral to Shakopee Police or another law enforcement agency when there is the possibility that unlawful behavior occurred.

Removal from Class - Action taken by a teacher, principal or other district employee to prohibit a student from attending one or more class period or activity period for up to five days.

Restitution - Compensation or compensatory service required of a student who has damaged, taken or destroyed school or personal property.

Suspension from Bus - Action taken by the transportation department or an administrator to prohibit a student from riding a school bus or other district vehicle for a specific number of days per incident.

Suspension, In-school - The in-school suspension program is under the direction of a supervisor. ISS is assigned by the dean, assistant principal or principal. If a student refuses to serve ISS and the parent chooses to keep their student at home, the ISS suspension will be considered served; however, the absences will be marked unexcused and will count toward truancy. Students are not allowed to participate in school activities during ISS.

Suspension, Out-of-school - Action taken by the school administration to prohibit a student from attending school for a period of no more than 10 school days. (A one-day suspension is for a consecutive period of time equivalent to one school day.) For example, if a student is suspended at noon, he or she may be suspended until noon the following school day.) If a suspension is longer than five days, the suspending administrator shall provide the superintendent or designee with a reason for the suspension. A student who is on out-of-school suspension may not be in the school, on school or district property or attend school or district activities during the period of the suspension. If a student's total days of removal from school exceeds 10 cumulative days in a school year, the district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian prior to removing the student from school, and with the permission of the parent or guardian, arrange for a mental health screening for the student. (The school district will not pay for the assessment unless it is part of an assessment for special education purposes.) The purpose of the meeting shall be to have the student assessed to determine whether the student needs treatment for a mental health disorder.

Truancy Referrals - Referral to Scott County authorities when unexcused absences exceed the legal limits.

Violent Student Behavior (VSB) - A student who engages in a behavior identified as "VSB" (violent student behavior) in the consequences chart will be identified as a student with a history of violent behavior.

Staff Notification of Violent Behavior by Students

Under Minnesota Statute 121A 64, certain staff members have a legitimate educational interest in knowing which students have a history of violent behavior. Staff members will be notified before such students are placed under their care and supervision. Students who become identified as having a history of violent behavior as the year progresses, will constitute the need for staff notification.

Misbehaviors and Consequences

Students are expected not to engage in the following activities. Engaging in these activities will result in a district response up to and including the following consequences as listed below. The administrator may also recommend longer suspensions, expulsion/ exclusion, denial of transportation privileges or other discipline on a case-by-case basis with approval from the appropriate district- level director. This may include more severe consequences for students with multiple offenses in different categories of misbehavior or when a single behavior is particularly severe. The consequences apply regardless of whether the misbehavior took place in school, on district property, in a district vehicle, at a school or district activity, or at a school bus stop. Consequences also apply to misbehaviors carried out through the use of electronic communication. The consequences may also apply for misbehaviors which take place at other locations, but directly affect school programs or activities.

*Indicates disciplinary action assigned by the building administrator depending on degree of severity which may include detentions, suspension, parent involvement, referral to police, restitution or other consequences.

MISBEHAVIORS	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE	4TH OFFENSE
1. Abuse: Verbal, Written or Otherwise Expressed - Arousing alarm in others through the use of language that is discriminatory, abusive, bullying, threatening or obscene, including through the use of electronic communication. Upon Students	*	1-3 day suspension	3-5 day suspension	5-10 day suspension
Upon Staff	1-3 day suspension	3-5 day suspension	5-10 day suspension	10 day suspension; recommendation for expulsion/exclusion; police referral
2. Alarm, False - Intentionally giving a false alarm of a fire or other emergency notification system (such as 911), or tampering or interfering with any alarm or defibrillator.	5 day suspension;	5-10 suspension;		
3. Alcohol, Intent to Distribute or Sell - Selling or distributing, or intending to sell or distribute alcohol, including through the use of electronic communication, where sale or distribution is prohibited by Minnesota or federal law. ** Referral to chemical health specialist will take place after each incident.	10 day suspension; recommendation for expulsion/exclusion; police referral			
4. Alcohol, Possession or Use - Possessing, influenced by the use of, or using alcohol. ** Referral to chemical health specialist will take place after each incident.	5 day suspension; police referral	10 day suspension; police referral	10 day suspension; recommendation for expulsion/exclusion; police referral	
5. Ammunition, Mace or Pepper Gas Possession - Possession of bullets, other projectiles designed to be used in a weapon or other material designed to cause pain or injury.	5 day suspension; VSB	5-10 day suspension; recommendation for expulsion/ exclusion; VSB		
6. Arson - Intentional destruction or damage to school or district buildings or property by means of fire.	5-10 day suspension; recommendation for expulsion/exclusion; police referral; restitution; VSB			
7. Assault: Aggravated - Committing an assault upon another person with a weapon or a device used as a weapon, or an assault which inflicts great bodily harm upon another person.	10 day suspension; recommendation for expulsion/ exclusion; police referral; VSB			
8. Assault: Physical - Acting with intent to cause fear in another person of immediate bodily harm or death, inflicting or attempting to inflict bodily harm upon another person. Any intentional harmful or potentially harmful physical contact initiated by a student against a staff member will be considered to be assault. Upon Students	5 day suspension; police referral	5-10 day suspension; recommendation for expulsion/ exclusion; police referral		
Upon Staff Member	5-10 day suspension; recommendation for expulsion/ exclusion; police referral			
Refusing to obey an order to cease striking, hitting, or attacking another student with the intent to cause physical harm.	5-10 day suspension; police referral	10 day suspension; recommendation for expulsion/ exclusion; police referral		

MISBEHAVIORS	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE	4TH OFFENSE
<p>9. Assault: Verbal, Written or Otherwise Expressed - Confrontation with a student or staff member which intimidates, threatens or causes fear of bodily harm or death, including through the use of electronic communication.</p> <p>Upon Students</p>	3-5 day suspension; police referral	5-10 day suspension; police referral	10 day suspension; recommendation for expulsion/ exclusion; police referral	
<p>Upon Staff</p>	5-10 day suspension; police referral	10 day suspension; recommendation for expulsion/ exclusion; police referral		
<p>10. Bodily Harm, Inflicting - Committing an act which unintentionally inflicts bodily harm upon another person.</p>	*	3 day suspension	5 day suspension	5-10 day suspension; recommendation for expulsion/exclusion
<p>11. Bomb Threat, False - Intentionally giving a false alarm of a bomb including through the use of electronic communication.</p>	10 day suspension; recommendation for expulsion/ exclusion; police referral; VSB			
<p>12. Bullying - Bullying is subject to discipline under other categories including, but not limited to, abuse, assault, harassment, cyberbullying, or through the use of other electronic communication. (ISD 720 District Policy 514.1-5)</p>	* Refer to district definition of bullying	1-3 day suspension	3-5 day suspension	5-10 day suspension; recommendation for expulsion/exclusion
<p>13. Burglary - Entering a building or a specific area of a building without consent and with intent to commit a crime, or entering a building without consent and committing a crime.</p>	10 day suspension; recommendation for expulsion/exclusion; police referral; restitution			
<p>14. Chemicals, Including Prescription Drugs, Over-the-Counter Medications, Marijuana and Synthetic Marijuana and any Related Derivatives, Intent to Distribute or Sell - Selling or distributing, or intending to sell or distribute, including through the use of electronic communication, any narcotic, controlled substance or item reported or believed to be a narcotic or controlled substance, or drug paraphernalia (defined as all equipment, products and materials which are used to inject, ingest, inhale or otherwise introduce a controlled substance into the body), where sale or distribution is prohibited by Minnesota or federal law; or selling or distributing over-the-counter drugs or prescription drugs to be used for the purpose of mood alteration, or substances including synthetic marijuana and any related derivatives which can be for the purpose of mood alteration. (Refer to MN State Statute 121A25-29 for more information.)</p> <p>** Referral to chemical health specialist will take place after each incident.</p>	10 day suspension; recommendation for expulsion/exclusion; police referral; restitution			
<p>15. Chemicals, Including Prescription Drugs, Over-the-Counter Medications, Marijuana and Synthetic Marijuana and any Related Derivatives, Possession, Attempted Possession or Use - Possessing, influenced by the use of or using any narcotic or controlled substance, or item reported or believed to be a narcotic or controlled substance, or possessing or using drug paraphernalia (defined as all equipment, products and materials which are used to inject, ingest, inhale or otherwise introduce a controlled substance into the body), where possession or use is prohibited by Minnesota or federal law; or use of over-the-counter or prescription drugs for the purpose of mood alteration, or using certain substances including synthetic marijuana and any related derivatives for their mood-altering effect, or attempting to purchase or obtain any of the above, including through the use of electronic communication. (Any prescription or over-the-counter medication a student is required to take, with the exception of inhalers, epi-pens and insulin, must be left with and administered by the school nurse. Students in grades 7-12 may self-administer standard doses of non-prescription pain relievers with written parent permission.</p> <p>** Referral to chemical health specialist will take place after each incident.</p>	5- 10 day suspension; police referral	5-10 day suspension; recommendation for expulsion/exclusion; police referral		

MISBEHAVIORS	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE	4TH OFFENSE
Certain felony-level drugs, specifically cocaine, ecstasy (MOMA), heroin, nonmedical methamphetamine (meth) and psilocybin (magic mushroom) will result in expulsion/exclusion. **Referral to chemical health specialist will take place after each incident.	10 day suspension; recommendation for expulsion/exclusion; police referral			
16. Cyber-bullying - Using technology, such as the Internet or cellular phones, to bully or intimidate. Cyber-bullying most often occurs outside of school; however, when the behavior causes a disruption at school and has a direct effect on school safety, students are subject to discipline. Cyber bullying includes messages intended for both students and staff members. Students may also be disciplined under other qualifying categories listed within this document.	consequences range from warning to recommendation for expulsion/exclusion; police referral			
17. Damage of Property (Vandalism) - Intentionally defacing, cutting, littering, or otherwise damaging property that belongs to the school, district, other students, employees or others. (NOTE: Tampering with or disabling surveillance, safety, fire or security equipment will automatically result in consequences beginning at the 2nd offense level.)	1-3 day suspension; police referral; restitution	3-5 day suspension; police referral; restitution	5-10 day suspension; recommendation for expulsion/ exclusion; police referral; restitution	
Damage of Property (Vandalism) - Greater than \$500 damage	5 day suspension; police referral; restitution	10 day suspension; recommendation for expulsion/ exclusion; police referral; restitution		
Damage of Property (Vandalism) - Greater than \$1,000 damage	10 day suspension; police referral; restitution	10 day suspension; recommendation for expulsion/ exclusion; police referral; restitution		
18. Dishonesty, Scholastic/Academic - Scholastic dishonesty that includes, but is not limited to, cheating on school assignments or tests, plagiarism or collusion is prohibited. Academic consequences may also be assigned.	*	1 day suspension in school; possible loss of credit for course	1 day suspension out of school; loss of credit for course	
19. Disruptive Behavior - Disruptive Behavior is prohibited. Disruptive behavior means acts that disrupt or threaten to disrupt the educational process, including, but not limited to, disobedience, disrespectful behavior, and inappropriate language.	*	1-3 day suspension	3-5 day suspension	5-10 day suspension
20. Dress - Clothing may not include words or visuals which are lewd*, obscene*, disruptive*, abusive* or discriminatory*, or which create a safety hazard, or which promotes products or activities that are illegal for minors. Dress or grooming which is disruptive of the classroom or school atmosphere is not allowed. Shoes must be worn at all times for health and safety reasons. Students may not wear hats or head coverings (except for religious reasons). Students may not wear facemasks that would prevent the student from being identified.	*	Students will be asked to change, to cover up, and/or will be sent home	Students will be asked to change, to cover up, and/or will be sent home	1-3 day suspension 3-5 day suspension

Lewd and Obscene is defined as follows:

1. The average person, applying contemporary community standards, would find that the clothing taken as a whole appeals to the prurient interest of minors of like age.
2. The clothing depicts or describes sexual conduct in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of like age.
3. The clothing taken as a whole lacks serious literary, artistic, political or scientific value for minors.

Disruptive is defined as reasonably forecasted to materially and substantially interfere with the requirements of appropriate discipline in the operation of the school or the work of the school or to infringe on the rights of other students. Disruptive dress includes, but is not limited to:

- clothing that does not cover the midriff and chest, shorts and skirts of an inappropriate length, sagging pants, clothing that does not cover undergarments, and undergarments that are worn as outer garments are all examples of dress that creates a distracting environment.
- clothing and other items or grooming in a manner that represents and/or promotes threat/hate groups or gangs.

- jewelry or any other item that presents a safety hazard to oneself and/or others or that disrupts the educational process.
- hats, caps, bandanas, do/doo/du rags and other head attire during the school day, exceptions will be made for religious and medical reasons.
- wearing of masks, painted faces, disguises, sunglasses or grooming that limits or prevents the identification of a student.

Abusive is defined as insulting, contemptuous or defamatory.

Discriminatory is defined as demonstrating prejudice against groups or individuals, as referred to in the district's harassment policy.

MISBEHAVIORS	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE	4TH OFFENSE
21. Driving, Careless or Reckless - Driving on school property in such a manner that may endanger persons or property.	*	3 day suspension; may include revocation of parking permit	5 day suspension; revocation of parking permit	5-10 day suspension; recommendation for expulsion/exclusion
22. Explosives, Possession and/or Use - Possessing or using any compound or mixture, the primary or common purpose of which is to function by explosion, with substantially instantaneous release of gas and heat.	10 day suspension; recommendation for expulsion/ exclusion; police referral; VSB			
23. Fighting - Adversarial physical contact (differentiated from poking, pushing, shoving or scuffling) in which one or both of the parties contributed to the situation by instigating a fight and/or physical action.	3-5 day suspension; police referral	5-10 day suspension; or possible recommendation for expulsion/ exclusion; police referral	10 day suspension; recommendation for expulsion/ exclusion; police referral	
24. Fighting, promoting/instigating a fight - Contributing to a fight verbally or through behavior, including through the use of electronic communication.	*	1-3 day suspension	3-5 day suspension	5-10 suspension; possible recommendation for expulsion/exclusion
25. Fire Extinguisher, Unauthorized Use - Unauthorized handling of a fire extinguisher or fire alarm sensors.	5 day suspension; police referral	5-10 day suspension; recommendation for expulsion/ exclusion; police referral		
26. Fireworks, Possession - Possessing, using or offering for sale any substance, combination of substances or articles prepared to produce a visible or audible effect by combustion, explosion, deflagration or detonation.	*	5 day suspension	5-10 day suspension; recommendation for expulsion/ exclusion; police referral	
27. Food and Drink - No food or drink in prohibited areas.	*	confiscation; detention	confiscation; 1 day suspension	
28. Gambling - Playing a game of chance for stakes.	*	1 day suspension	3 day suspension	5 day suspension
29. Gang/Threat Group Activity - Gang/threat group-related activity, the use of graffiti emblems, symbolism, hand signs, slang, tattoos, jewelry, discussions, clothing, etc. are prohibited.	3-5 day Suspension; police referral	5-10 day suspension; possible recommendation for expulsion/ exclusion; police referral	10 day suspension; recommendation for expulsion/exclusion; police referral	
30. Harassment, Offensive Behavior - Harassment, teasing, coercive behavior and other offensive or mean-spirited conduct, which is not racial, sexual or religious in nature, is prohibited. For harassment that is racial, sexual or religious in nature see number 31.	*	1-3 day suspension	1-3 day suspension	3-5 day suspension

MISBEHAVIORS	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE	4TH OFFENSE
31. Harassment, Racial, Sexual or Religious - In compliance with Minnesota Statute 121A.03 the school district has adopted policy 413.1-10 prohibiting harassment based on race, sex and religion. Reprisal or retaliation for a complaint of harassment is also prohibited. A referral to police will be made on any action that can be defined as a hate crime. "Harassment" includes all forms of racial, religious and sexual harassment. Sexual harassment consists of unwelcome sexual advances, request for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when submission to that conduct is made a term or condition for obtaining an education; or submission to or rejection of the conduct is used as a favor in decisions affecting the student's education or the conduct has the purpose or effect of unreasonably interfering with the student's educational environment. Harassment can involve but is not limited to unwelcome verbal harassment, unwelcome pressure for sexual activity, unwelcome sexually motivated or inappropriate patting, pinching or physical contact.	consequences range from warning to recommendation for expulsion/ exclusion; police referral; possible VSB			
32. Hazing - Committing an act against a student or coercing a student into committing an act that creates a substantial risk of harm or holds a student up to ridicule in order for the student to be initiated into or affiliated with a student organization, group or club, including through the use of electronic communication. In accordance with Minnesota Statute 121A.69 the school district has adopted policy 526.1-7.	consequences range from warning to recommendation for expulsion/ exclusion; police referral			
33. Incendiary Devices - Unauthorized possession or igniting of matches, lighters and other devices that produce flames. Possession	*	*	3 day suspension	3-5 day suspension
Igniting Combustibles, Intentional – Intentionally igniting combustible liquids or other items that cause disruption or unsafe environment.	1-3 day suspension; police referral; possible VSB	3-5 day suspension; police referral; possible VSB	5-10 day suspension; recommendation for expulsion/exclusion; police referral; possible VSB	
34. Insubordination - Failure to respond in an appropriate manner to a staff member or person serving in a supervisory role.	*	1-3 day suspension	3-5 day suspension	5-10 day suspension
35. Interference, Disruption or Obstruction - Any action taken to attempt to prevent one or more staff members or students from exercising their assigned duties, including through the use of electronic communication.	1-3 day suspension	3-5 day suspension	3-5 day suspension	5 day suspension
36. Leaving Building Without Permission - Students are not allowed to leave the building during the day without a pass from the office. This includes going out to the parking lot to retrieve books or supplies from cars and leaving during lunch periods. If students need to leave the building, they need to stop in the office to receive a pass. Teachers do not have authority to give students passes to leave the building.	2 detentions	1 day suspension in-school	1-3 day suspension	3-5 day suspension
37. Lewd Behavior - Sexual conduct that is considered indecent or offensive.	3-5 day Suspension; police referral	5-10 day suspension; possible recommendation for expulsion/ exclusion; police referral	10 day suspension; recommendation for expulsion/exclusion; police referral	
38. Multiple/Chronic Violations - A student who accumulates referrals for serious behavior may be disciplined in light of the student's overall record. The student and parent will have a warning conference with principal and other relevant staff members to make them aware that the student is accumulating too many referrals. Any student who has previously been suspended for violations of these guidelines may be recommended for expulsion/exclusion/exclusion if he or she commits additional offenses.	consequences range from suspension to recommendation for expulsion/ exclusion			
39. Nuisance Devices - Causing a nuisance and/or using without permission objects that cause distractions, such as MP3 players (iPods), pagers, radios, headsets, cellular phones, universal remote controls, laser pointers, video games, hacky-sacks, etc. Use of cameras, cellular phones or other devices for photographic, audio, video or digital recording without staff permission is prohibited.	Confiscation until end of the day	confiscation; parent pick-up	confiscation; parent pick-up; detention	confiscation; parent pick-up; consequences for insubordination
40. Pornography - Possessing, creating or accessing sexually explicit material, including sexting, or through the use of other electronic communication.	*	1-3 day suspension; police referral	3-5 day suspension; police referral	5-10 day suspension; recommendation for expulsion/exclusion; police referral

MISBEHAVIORS	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE	4TH OFFENSE
41. Propping, Rigging or Disabling a Secure Door - Any action which causes a door to be unsecured in order to facilitate subsequent re-entry.	*	1-3 day suspension	3-5 day suspension	
42. Records or Identification Falsification - Falsifying signatures, data, or school documents, or refusing to give proper identification or giving false information to a staff member, including falsifying an attendance call.	2 detentions	1-3 day suspension in-school	1-3 day suspension	5 day suspension
43. Robbery or Extortion - Obtaining property from another person where his or her consent was induced by use of force, threat of force or under false pretenses, including through the use of electronic communication.	5- 10 day suspension; possible recommendation for expulsion/ exclusion;			
44. Sexual Violence - A physical act of aggression or force, or the threat of aggression or force, which involves non-consensual sexual contact or sexual intercourse with another person, including intentional touching of clothing covering a person's intimate parts, intentional touching of a person's intimate parts, forcing a person to touch any person's intimate parts, or intentional attempted or actual removal of clothing covering a person's intimate parts or undergarments. (See also ISD Policy 413.1-10)	consequences range from suspension to recommendation for expulsion/ exclusion; police referral; VSB			
45. Student Parking - Students are to park in the designated student parking area with a Shakopee High School parking pass clearly and properly displayed. Students who park in an area designated for visitors or staff are in violation of this policy.	Warning	Fine/wheel lock or loss of parking privileges	Fine/wheel lock or loss of parking privileges	vehicle towed at owner's expense
46. Technology-Related (consequences could vary depending on severity; loss of technology privileges could occur) (See also ISD Policy 524.1-10.) Non-school use of technology	*	*	1 day suspension	
Possession of obscene, vulgar or sexually explicit material using technology (pornography,)including sexting, or through the use of any electronic communication or device	*	3 day suspension; police referral	5 day suspension; police referral	5-10 day suspension, possible referral for expulsion/ exclusion; police referral
Unauthorized access or activity in a secured area of computer or network through the use of any electronic communication or device (trespassing)	3 day suspension	5 day suspension	10 day suspension; recommendation for expulsion/ exclusion	
Other violations of District Policy 524, Acceptable Use of Information Technology Students	*	*	*	*
47. Terroristic Threat - Threatening, directly or indirectly, to commit a crime of violence with the purpose to terrorize another or with reckless disregard of the risk of causing terror in another, including through the use of electronic communication.	consequences range from suspension to recommendation for expulsion/			
48. Theft, or Knowingly Receiving or Possessing Stolen Property - The unauthorized taking, using, transferring, hiding or possessing of the property of another person without the consent of the owner, or the receiving of such property is prohibited. Thefts over \$200 will be considered major theft and may result in more severe consequences.	1-3 day suspension; police referral; restitution	3-5 day suspension; police referral; restitution	5-10 day suspension; recommendation for expulsion/ exclusion; police referral; restitution	
49. Tobacco/Tobacco Related Products Possession or, Use or Intent to Sell - Possession or using tobacco or tobacco related products (including e-cigs and vaporizers) in any school location, in district buses or vehicles, or at district events is prohibited. District 720 is a tobacco-free district.	2 day suspension; police referral	3 day suspension; police referral	5 day suspension; police referral	5-10 day suspension and possible recommendation for expulsion/ exclusion; police referral
50. Trespassing - Being present in any district facility or portion of a district facility when it is closed to the public or when the student does not have the authorization to be there, or unauthorized presence in a district vehicle. Any student on suspension who goes on school property without permission is subject to an increase in suspension time and legal repercussions.	*; possible police referral	3 day suspension; police referral	5 day suspension; police referral	5-10 day suspension and possible recommendation for expulsion/ exclusion; police referral

MISBEHAVIORS	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE	4TH OFFENSE
51. Unique Situations - Behavior situations that arise which are not covered by these guidelines will be handled on a case-by-case basis. Misbehavior that is willful and disruptive or potentially harmful is included. Repetitive disciplinary issues (regardless of category or specific issue) will result in consequences that are progressively more severe.	consequences range from suspension to recommendation for expulsion/ exclusion			
52. Vehicle, Unauthorized Use - Occupying or using vehicles during school hours without school authorization.	*	1 day suspension; may include revocation of parking permit	3 day suspension; may include revocation of parking permit	5 day suspension; revocation of parking permit
53. Weapon or Look-alike Weapon, Possession - Possessing any firearm, whether loaded or unloaded, or any device intended to look like a firearm; all knives of any size; any device or instrument designed as a weapon and capable of producing severe bodily harm, or intended to look like a device or instrument capable of producing severe bodily harm; or any other device, instrument or substance, which, in the manner in which it is used or intended to be used, is calculated or likely to produce severe bodily harm or looks like it is calculated or likely to produce severe bodily harm. (See District Policy 501).	Consequences range from a 5 day suspension to recommendation for expulsion/exclusion; police referral; VSB	Consequences range from a 5 day suspension to recommendation for expulsion/exclusion; police referral; VSB	Consequences range from a 5 day suspension to recommendation for expulsion/exclusion; police referral; VSB	Consequences range from a 5 day suspension to recommendation for expulsion/exclusion; police referral; VSB
Student Transportation: Behavior Expectations				

Riding a school bus is a privilege, not a right. To help ensure the safety of students, transportation employees and other motorists, students are expected to abide by all student behavior rules outlined in board policy and reviewed in this handbook. In addition, while riding in a district vehicle, in accordance with state law, students shall not transport gasoline, animals or any other dangerous or objectionable objects, except for animals specifically trained to assist people who are blind or have other disabilities. Students are allowed to bring other items on the bus that can be held on the student's lap or at his/her seat in a safe manner as long as it does not displace another student. Items such as skateboards, roller blades, ice skates, bats, etc. are allowed on the bus when stored in an appropriate bag/container so as to prevent injury to bus passengers. Items that are longer than 39 inches (the height of the bus seat back) are prohibited without approval from building administration. Students who violate these or other district policies and regulations while riding in a district vehicle or at a school bus stop will be disciplined in accordance with student behavior rules outlined in board policy and reviewed in this handbook and may be denied transportation privileges in addition to the consequences listed.

The bus driver is responsible for maintaining appropriate student behavior on the bus and is authorized to assign students to specific seats. Once students board the bus they must remain on the bus until they have reached their school or designated stop. The driver will report students who violate the rules to the student's school administration.

If a student's transportation privileges are denied because of the student's misbehavior, the student's parent(s) or guardian(s) will be responsible for transporting the student to and from school. (Student behavior policies will be adjusted - as required by federal and state laws and regulations - for special education students who have individual education plans [IEPs].) Video cameras are used on some school buses, and students' conversations and actions may be recorded on video/audio tape. The use of video cameras is intended to decrease student misbehavior and allow safe bus operation for students, drivers and other motorists.

MISBEHAVIORS	1ST OFFENSE	2ND OFFENSE	3RD OFFENSE	4TH OFFENSE
54. Transportation - All rules and consequences as outlined in these guidelines that apply to building and/or classroom behavior shall apply on school buses and all school bus stops. Transportation consequences are district mandated. Any disruptive behavior as defined in this handbook is prohibited. This includes lighting flammable devices, not remaining seated, tampering with emergency or safety equipment, throwing objects or disruptive behavior at a bus stop or to and from the bus stop. In addition to the transportation consequences, other school consequences may be imposed.	Warning	3 day suspension from riding bus	2 week suspension from riding bus	Suspension from riding the bus for the remainder of the year

Minnesota Statute 121A.59 states: "Transportation by school bus is a privilege, not a right, for an eligible student. A student's eligibility to ride a school bus may be revoked for a violation of school bus safety or conduct policies, or for violation of any other law governing student conduct on a school bus, pursuant to a written school district discipline policy. Revocation of a student's bus riding privilege is not an exclusion, expulsion, or suspension under the Pupil Fair Dismissal Act. Revocation procedures for a student who is an individual with a disability under the Individuals with Disabilities Education Act, United States Code, title 20, section 1400 et seq., section 504 of the Rehabilitation Act of 1973, United States Code, title 29, section 794, and the Americans with Disabilities Act, Public Law Number 101-336, are governed by these provision.



Education and Leadership for a Lifetime

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May 2018

Dear Superintendent:

Minnesota Statutes, Section 128C.01, requires individual school boards to authorize membership in the Minnesota State High School League. The Resolution for Membership (Resolution) affirms (1) that your school board delegates the control, supervision and regulation of League-sponsored athletic and fine arts activities to the Minnesota State High School League; (2) that your school board adopts the MSHSL Constitution, Bylaws and Rules and Regulations; and, (3) that the administration and responsibility for supervising your registered activities is assigned to your official school representative(s).

Section 208.00 of the MSHSL Constitution found in the Official Handbook and online at mshsl.org provides that each member school shall identify a **Designated School Representative** and **Designated School Board Member**. In addition, each school must identify individuals to represent boys' sports, girls' sports, speech and music; schools are also urged to form a **Local Advisory Committee** to address MSHSL matters. Page 2 of the Resolution provides language from the Constitution and space for your school to identify those persons who will represent your school.

Please return one copy of pages 1 and 2 of the 2018-2019 Resolution for Membership for each high school to the Minnesota State High School League and retain one copy of each for your school files. The deadline for returning the Resolution Form(s) is as soon as possible but not later than August 31, 2018. If your Designated School Board Member, Designated School Representative, Activity Representatives or Mailing Representative has changed from the previous year, please have your school's activity director make the change on your school's page on the MSHSL website database. If the Resolution is not received by the above date, a \$250 late fee will be assessed. No school is eligible to compete in regular or post-season tournaments unless the completed Resolution is on file in the League office.

A billing for services, rule books, and other supplies ordered for your school will be mailed in mid-August.

Please be reminded of the following:

1. August 1 begins the MSHSL fiscal year and the Resolution for Membership for the 2018-2019 school year must be approved by your local school board.
2. **Auguts 31, 2018 is the due date for return of the Resolution Form.** A late fee will be assessed if the Resolution is not returned by that date; **your students WILL NOT BE COVERED** by the catastrophic insurance plan; your school district must assume that responsibility; and your students will not be allowed to participate in League-sponsored events.
3. **The Resolution must be completed in full**, including viewing of the *WHY WE PLAY* training video and a review of the Code of Conduct Statement. Signatures of the superintendent and clerk/secretary of the school board affirm such compliance. The video is available on the homepage of the MSHSL website or you may contact League staff.

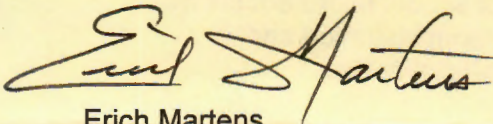
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This mailing has been sent to all current member schools. If your school chooses *not* to become a member for the 2018-2019 school year, please email Lynne Johnson at ljohnson@mshsl.org. This does not prevent you from re-establishing your membership with the League in the future.

The focus of the Minnesota State High School League is "Education and Leadership for a Lifetime" and membership in the MSHSL will provide your students with rewarding benefits as they participate in the education-based athletics and fine arts activities sponsored by your school.

The League staff looks forward to an on-going partnership with your school, your school personnel, and the students in your school community.

Sincerely,



Erich Martens
Executive Director

Enclosure

Minnesota State High School League
2100 Freeway Boulevard
Brooklyn Center, MN 55430-1735
763-560-2262 Fax: 763.569.0499 www.mshsl.org

**2018-2019 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE**

RESOLVED, that the Governing Board of School District Number _____, County of _____, State of Minnesota delegates the control, supervision and regulation of interscholastic athletic and fine arts events (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the high school(s) listed below (name all high schools in the district):

is/are authorized by this, the Governing Board of said school district or school to:

1. _____ Make new application for membership in the Minnesota State High School League; School Enrollment (9-12): _____
OR;
_____ Renew its membership in the Minnesota State High School League; and,
2. Participate in the approved interschool activities sponsored by said League and its various subdivisions.

FURTHER RESOLVED, that this Governing Board hereby adopts the Constitution, Bylaws, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities, and that the administration and responsibility for determining student eligibility and for the supervision of such activities are assigned to the official representatives identified by this Governing Board.

Signing the Resolution for Membership affirms that this Governing Board has reviewed the WHY WE PLAY training video which defines the purpose of education-based athletic and activity programs and will assist school communities in communicating a shared common language as it relates to the value of these said programs.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Code of Student Conduct violations for students participating in activity programs by member schools.

The above Resolution was adopted by the Governing Board of this school district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

Signed: _____ Signed: _____
Clerk/Secretary - Local Governing Board Superintendent or Head of School

Date: _____ Date: _____

District Office Address, City, Zip: _____

School Superintendent's Phone: _____ School Superintendent's Email: _____

RETURN ONE COPY TO THE MSHSL NOT LATER THAN AUGUST 31, 2018
Retain one copy for the school files.

(over)

**2018-2019 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE**

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote, such as district meetings, region meetings, and mail ballots.

One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee

Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the schools membership in the MSHSL.

Please complete and return this form with your school's 2018-2019 Resolution for Membership. If the school board is responsible for more than one (1) high school, please complete a form for EACH high school.

Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Designated School Board Member
(Please Print)

Designated School Representative
(Please Print)

Email Address

Email Address

208.02 ACTIVITY REPRESENTATIVES

Boys' Sports
(Please Print)

Girls' Sports
(Please Print)

Speech
(Please Print)

Music
(Please Print)

*Mailing Representative (Please Print)

* The Mailing Representative is the person to whom all mailings from the League office will be sent. Schools usually name the activity director as the primary recipient of the mailings or email messages.

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Board Member (Please Print)

Student (Please Print)

Parent (Please Print)

Faculty Member (Please Print)

AGREEMENT TO PROVIDE YMCA PRESCHOOL PROGRAMMING

2018-2019-2018 School Year

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This AGREEMENT, entered into by and between Independent School District No. 720, Shakopee, Minnesota (hereinafter the "School District") and the Young Men's Christian Association of the Greater Twin Cities, River Valley Branch, a Minnesota non-profit corporation (hereinafter the "YMCA").

RECITALS:

WHEREAS, the School District desires to provide programs and services for eligible preschool children residing in the School District before, during and after the end of the school day and on designated non-student contact days during the school year; and

WHEREAS, the School District presently does not have sufficient staff to operate its own preschool program, particularly before the school day commences and after it ends; and

WHEREAS, the YMCA has represented to the School District that it is duly qualified and capable of staffing and providing safe, high quality and cost-effective preschool programming and services for preschool children residing in the School District (the "Preschool Services"); and

WHEREAS, in order to provide, and facilitate convenient access to, the Preschool Services, the School District desires to engage the services of the YMCA to provide the Preschool Services at the School District's Central Family Center, located at 505 Holmes Street South, Shakopee, Minnesota (the "School Site").

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Description of the Preschool Services.** The YMCA shall provide sufficient staffing and supervision to provide safe, high-quality Preschool Services for up to twenty (20) children. The Preschool Services shall include, but not be limited to, the following: (a) providing education activities that are designed to stimulate critical thinking skills, develop creativity, enhance learning, develop language skills, develop problem-solving skills, and develop communication effectiveness; (b) enrichment activities such physical fitness programming, music and introduction to foreign languages; (c) nutrition offerings in the form of meals and snacks; and (d) "Family Night" activities. Except as provided in this Agreement, the YMCA shall supply, at its expense, all program supplies, equipment and services necessary to provide the Preschool Services.

2. **Location of Preschool Services.** The YMCA shall provide the Preschool Services at the School Site. The specific rooms and spaces to be used by the YMCA at the School Site (including the playground and gymnasium) shall be determined in advance by the parties hereto and confirmed in writing. The YMCA acknowledges and agrees that specific rooms and spaces designated for the YMCA's use may be changed by the School District. In such event, the School District shall provide YMCA with at least thirty (30) days advance notice of such changes. YMCA further acknowledges and agrees that the rooms and spaces designated for its use will be made available on a non-exclusive basis and that the School District may use such rooms and spaces for other purposes when not used by the YMCA. The YMCA shall have access to the School Site's kitchen and cafeteria for the purpose of storage and serving meals and snacks. The YMCA shall ensure that any rooms and spaces used for Preschool Services, including the kitchen and cafeteria, shall be maintained in a clean and orderly condition.

3. **Schedule for School Site Use.** The YMCA shall have access to the School Site on those school days (including designated non-school days) that the School Site is open. The School Site shall not be accessible to the YMCA on business days where the School District has closed school due to inclement weather or other circumstances. YMCA personnel shall wear YMCA-issued uniforms at all times while at the School Site. The School District shall provide designated YMCA supervisors with card key access to the School Site. The Preschool Services shall be offered at the School Site from 7:00 AM to 5:30 PM on school days during the Term (as defined below). Preschool Services shall also be provided from 7:00 AM to 5:30 PM on the following non-school days provided that a minimum of ~~eightyfive~~ (585) children register by the registration date for each day: ~~August 27-31, August 28-September 1, 2018, September 4-5, 2018, October 17-19, 2018, November 9-10, 2018, January 21-25, 2019, January 28, 2019, February 15, 2019 and March 29, 2019 and one release day to be determined.~~ Family Night activities may be provided at the School Site after 5:30 PM on dates mutually agreed upon by the parties.

4. **Term.** This Agreement shall be in effect from ~~August 28, 2017-2018 through May 31, 2018~~ ~~June 6, 2019~~ (the "Term"). Unless extended by mutual written agreement of the parties, this Agreement shall automatically terminate at the end of the Term. At the end of the Term (or at the end of any extended term), the YMCA shall promptly vacate the School Site and remove all of its supplies and equipment therefrom. The School District may terminate this Agreement at any time upon thirty (30) days written notice if YMCA commits a material breach of the Agreement.

5. **Program Fees; Payment for Additional Services.** In consideration for the provision of the Preschool Services during the Term, the School District shall pay the YMCA the sum of Ninety-Eight Thousand and 00/100 Dollars (\$98,000), which shall be paid in four equal installments of the \$24,500 on the last day of the following months, provided that an invoice for the installment is submitted to the School District by the first of the month: ~~September 2018, November 2018, February 2019 and May 2019.~~ In the event a child who is accepted for enrollment in the Preschool Services program has an individual family services plan ("IFSP"), individualized education program ("IEP") or

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Section 504 accommodation plan and requires the support of a paraprofessional, the School District shall provide the necessary paraprofessional support at School District expense. Paraprofessionals who work in the Preschool Services program shall be employees of the School District and not the YMCA.

6. ***Use of School Site Office Equipment and Technology.***

a. ***Telephones.*** During this Agreement, the YMCA may use School District telephones located in the offices and other spaces designated for its use at the School Site, without charge, for the purpose of making local phone calls related to the delivery of the Preschool Services.

b. ***Printers and Copiers.*** Upon request, the YMCA may use a designated School District printer or copier at the School Site. The YMCA shall promptly reimburse the School District for all copying and printing costs at the rate of 21 cents per side.

c. ***Technology Access; Computers.*** The YMCA shall be provided access to the School District's wireless and landline internet networks at the School Site, but such access shall be specifically limited to internet access only. The YMCA shall, at its sole expense, provide the laptops and desktop computers necessary to operate the Preschool Services program. If necessary, the YMCA shall be responsible for any additional costs and expenses associated with establishing the YMCA's access to the internet at the School Site and any modifications to the offices, classrooms or other spaces designated for its use.

7. ***Food Service; Custodian Services.*** In order to facilitate the provision of the Preschool Services, the School District shall provide meals and snacks on school days and designated non-student contact days. The School District shall also provide custodial and maintenance services necessary to support the Preschool Services program.

8. ***Damage or Destruction of School District Equipment and Property.*** If in the course of providing the Preschool Services, the YMCA damages or destroys any School District property or equipment, the YMCA shall promptly repair or replace such property or equipment at the YMCA's sole expense.

9. ***Qualifications of YMCA Staff; Supervision by YMCA.*** Each of the employees, volunteers and agents the YMCA designates to perform the Preschool Services under this Agreement shall be duly qualified and trained to perform any task assigned to such person(s) by the YMCA, and shall have received training to work with preschool-age children. The YMCA's delivery of the Preschool Services shall be supervised at all times by qualified, trained and experienced YMCA staff.

10. ***Child Protection Background Check.*** The YMCA shall obtain a background check pursuant to the Minnesota Child Protection Background Check Act for each employee, volunteer or agent assigned to the School Site. If the YMCA receives a

report that an employee, volunteer or agent so assigned has ever been convicted of a background check crime, as defined and described in the attached Exhibit A, it shall take immediate steps to remove such employee, volunteer or agent from his/her assignment.

11. **Compliance with Applicable Laws, School District Policies and Procedures; Nondiscrimination.** The YMCA acknowledges and agrees that the YMCA's employees, volunteers and agents shall comply with all applicable laws and rules pertaining to the delivery of the Preschool Services. YMCA further acknowledges and agrees to adhere to the applicable policies and procedures of the School District while at the School Site. The School District's policies may be viewed at <http://www.shakopee.k12.mn.us>. The YMCA shall comply with provisions of Section 504 of the Rehabilitation Act of 1973 in that the YMCA shall not, solely by reason of disability, exclude from participation in, deny the benefits of, or subject to discrimination, any individual with a disability who receives Preschool Services.

12. **Notices.** All notices or other communications shall be deemed served when faxed, emailed with return receipt requested, hand-delivered or mailed by certified or registered mail, postage prepaid, with the proper address as indicated below. Until otherwise provided by the parties hereto, all notices or other communications to each of them shall be addressed as follows:

To the School District: Robert Greeley, Community Education Director,
Independent School District No. 720, 1200 Town
Square, Shakopee, Minnesota 55066; Email:
bgreeley@shakopee.k12.mn.us

To YMCA: Karen Larson, Chief Financial Officer, YMCA
Twin Cities, 2125 E. Hennepin
Avenue, Minneapolis, MN 55413

13. **Protection of Records and Data.** In the course of providing the Preschool Services, the School District will be providing the YMCA with student information, including, but not limited to, the name of the child and the child's parent, address, telephone number and email address, emergency contact information, health-information and disability-related information (the "Education Records"). The YMCA acknowledges and agrees that Education Records are classified as confidential under the Family Education Rights and Privacy Act ("FERPA"), and private data within the meaning of the Minnesota Government Data Practices Act ("MGDPA"). The YMCA (including its employee and agents working at the School Site) shall preserve and protect the confidentiality of all educational data that it maintains on behalf of the School District and shall not disclose any data to anyone outside of the YMCA or the School District and its authorized agents unless such disclosure complies with the Family Educational Rights and Privacy Act ("FERPA") and the Minnesota Government Data Practices Act ("MGDPA").

14. **Status of YMCA; Supervision of Employees.** YMCA acknowledges and agrees that (a) its employees, volunteers and agents are not agents, servants, employees or independent contractors of the School District and that YMCA's authority is specifically limited to the contractual rights and obligations assigned under this Agreement; (b) YMCA shall have no authority to bind the School District for the performance of any services or to otherwise obligate the School District; (c) YMCA's employees, volunteers and agents shall not be considered, under the provisions of this Agreement or otherwise, as having employee status and, accordingly, YMCA shall be responsible for payment of all taxes and fees arising out of YMCA's activities under this Agreement; and (d) YMCA shall exercise its own discretion in respect to the performance of its duties under this Agreement. YMCA acknowledges and agrees that it is solely responsible for supervising and directing its employees, volunteers and agents in the provision of the Preschool Services to children. YMCA further acknowledges and agrees that it holds no authority or responsibility whatsoever to direct, control, supervise or assign tasks to, employees of the School District.

15. **Employee Misconduct; Removal.** YMCA agrees that upon notification that an employee, volunteer or agent of YMCA has violated a provision of an applicable School District policy or procedure, has violated a law, jeopardized the mental or physical health of a child receiving Preschool Services at the School Site or disrupted the educational environment at the School Site, it will, at its sole expense and in a timely manner, substitute another experienced, trained, qualified and licensed employee or independent contractor to provide Preschool Services. The YMCA further acknowledges and agrees that the School District may unilaterally and without prior notice, require any personnel of YMCA to leave the School Site in the event that the School District concludes that YMCA personnel, or any one of them, has violated an applicable School District policy or procedure, a policy or procedure of a school district member of the School District, violated a law, jeopardized the mental or physical health of a child receiving Preschool Services or disrupted the educational environment at the School Site.

16. **Insurance.** YMCA shall keep in full force and effect during the term of this Agreement: (i) comprehensive general liability insurance written on an occurrence, not a claims-made, basis, in an amount not less than \$2 million per occurrence for bodily injury and property damage; (ii) automobile insurance, and (iii) workers' compensation insurance in an amount not less than that required by applicable law. Each such policy (except worker's compensation insurance) shall name the School Districts as an additional insured party. Within thirty (30) days of the date of execution of this Agreement, the YMCA shall provide a certificate of insurance for each such policy to the School District. The YMCA shall also ensure that each such policy of insurance includes a provision that requires the insurers or any one of them to give the School District thirty (30) days prior written notice of cancellation of any of the aforementioned insurance policies.

17. **Indemnification.** In consideration of the promises and agreements set forth herein, YMCA hereby covenants and agrees to hold harmless, defend, and indemnify the School District, including the present and future members of the School

District's board of education, in their individual and official capacities, their heirs, personal representatives, successors and assigns, and any other administrator, teacher, employee, or agent of the School District charged or chargeable with responsibility or liability, their heirs, personal representatives, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of service, attorney's fees, expenses and loss of compensation, incurred by the School District on account of, or in any way growing out of, the provision of the Preschool Services, except that the provisions of this Section shall not apply to the extent a personal injury is proximately caused by the School District's gross negligence.

18. **Authority.** YMCA represents and warrants to the School District that the person signing this Agreement is duly authorized and has legal capacity to execute and deliver this Agreement. YMCA further represents and warrants to the School District that the execution and delivery of the Agreement and the performance of YMCA's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on YMCA and enforceable in accordance with its terms.

19. **Entire Agreement/Modifications/Applicable Law.** This Agreement contains all of the agreements and understandings between the parties and supersedes and replaces any prior negotiations or proposed agreements, written or oral. Each of the parties hereto acknowledges that no other party nor agent of any other party, has made any promises, representations or warranties whatsoever, express or implied, not contained herein, to induce it to execute this Agreement. This document may not be modified or altered except by a subsequent writing to be signed by all parties hereto. All terms and conditions shall be construed and interpreted in accordance with and be subject to the laws of the State of Minnesota.

20. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, rules or regulations, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provisions or by its severance from this Agreement.

21. **Data Practices.** The YMCA and the School District must comply with the Minnesota Government Data Practices Act as it applies to all data provided by the School District under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the YMCA under this Agreement. The provisions of Minn. Stat. § 13.05, subd. 11 apply to this Agreement. If the YMCA receives a request to release the data referred to in this Section, the YMCA must immediately notify and consult with the School District as to how the YMCA should respond to the request. The YMCA's response to the request shall comply with applicable law.

22. **Binding Agreement.** This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.

23. **No Oral Waiver.** No breach of any provision of this Agreement can be waived by any party hereto unless such waiver is made in writing. Waiver of any breach by any undersigned party will not be deemed to be a waiver of any other breach of the same or any other provision hereof.

24. **Assignment.** This Agreement may not be assigned by YMCA without the prior written consent of the School District. YMCA may not delegate its duties under this Agreement to another party without the School District's prior written consent.

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Agreement as of the date indicated next to the name of the party who signs below.

**INDEPENDENT SCHOOL DISTRICT
NO. 720**

Dated: _____, 2018~~7~~

By: _____
Rod Thompson, Superintendent of
Bob Greeley, Community Education Dir.
Independent School District #720 Schools

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**YOUNG MEN'S CHRISTIAN
ASSOCIATION OF THE GREATER
TWIN CITIES**

Dated: _____, 2017

By: _____
Karen Larson, Chief Financial Officer

EXHIBIT A

Definition of “Background Check Crime”

Minn. Stat. § 299C.61, subd. 2: "Background check crime" includes child abuse crimes, murder, manslaughter, felony level assault or any assault crime committed against a minor, kidnapping, arson, criminal sexual conduct, and prostitution-related crimes.

AGREEMENT TO PROVIDE YMCA PRESCHOOL PROGRAMMING

2017-2018 School Year

This AGREEMENT, entered into by and between Independent School District No. 720, Shakopee, Minnesota (hereinafter the "School District") and the Young Men's Christian Association of the Greater Twin Cities, River Valley Branch, a Minnesota non-profit corporation (hereinafter the "YMCA").

RECITALS:

WHEREAS, the School District desires to provide programs and services for eligible preschool children residing in the School District before, during and after the end of the school day and on designated non-student contact days during the school year; and

WHEREAS, the School District presently does not have sufficient staff to operate its own preschool program, particularly before the school day commences and after it ends; and

WHEREAS, the YMCA has represented to the School District that it is duly qualified and capable of staffing and providing safe, high quality and cost-effective preschool programming and services for preschool children residing in the School District (the "Preschool Services"); and

WHEREAS, in order to provide, and facilitate convenient access to, the Preschool Services, the School District desires to engage the services of the YMCA to provide the Preschool Services at the School District's Central Family Center, located at 505 Holmes Street South, Shakopee, Minnesota (the "School Site").

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. *Description of the Preschool Services.* The YMCA shall provide sufficient staffing and supervision to provide safe, high-quality Preschool Services for up to twenty (20) children. The Preschool Services shall include, but not be limited to, the following: (a) providing education activities that are designed to stimulate critical thinking skills, develop creativity, enhance learning, develop language skills, develop problem-solving skills, and develop communication effectiveness; (b) enrichment activities such physical fitness programming, music and introduction to foreign languages; (c) nutrition offerings in the form of meals and snacks; and (d) "Family Night" activities. Except as provided in this Agreement, the YMCA shall supply, at its expense, all program supplies, equipment and services necessary to provide the Preschool Services.

2. **Location of Preschool Services.** The YMCA shall provide the Preschool Services at the School Site. The specific rooms and spaces to be used by the YMCA at the School Site (including the playground and gymnasium) shall be determined in advance by the parties hereto and confirmed in writing. The YMCA acknowledges and agrees that specific rooms and spaces designated for the YMCA's use may be changed by the School District. In such event, the School District shall provide YMCA with at least thirty (30) days advance notice of such changes. YMCA further acknowledges and agrees that the rooms and spaces designated for its use will be made available on a non-exclusive basis and that the School District may use such rooms and spaces for other purposes when not used by the YMCA. The YMCA shall have access to the School Site's kitchen and cafeteria for the purpose of storage and serving meals and snacks. The YMCA shall ensure that any rooms and spaces used for Preschool Services, including the kitchen and cafeteria, shall be maintained in a clean and orderly condition.

3. **Schedule for School Site Use.** The YMCA shall have access to the School Site on those school days (including designated non-school days) that the School Site is open. The School Site shall not be accessible to the YMCA on business days where the School District has closed school due to inclement weather or other circumstances. YMCA personnel shall wear YMCA-issued uniforms at all times while at the School Site. The School District shall provide designated YMCA supervisors with card key access to the School Site. The Preschool Services shall be offered at the School Site from 7:00 AM to 5:30 PM on school days during the Term (as defined below). Preschool Services shall also be provided from 7:00 AM to 5:30 PM on the following non-school days provided that a minimum of five (5) children register by the registration date for each day: August 28-September 1 2017, October 18-20, 2017, November 10, 2017, January 15, 2018, January 22, 2018, February 19, 2018 and May 28, 2018 and one release day to be determined. Family Night activities may be provided at the School Site after 5:30 PM on dates mutually agreed upon by the parties.

4. **Term.** This Agreement shall be in effect from August 28, 2017 through May 31, 2018 (the "Term"). Unless extended by mutual written agreement of the parties, this Agreement shall automatically terminate at the end of the Term. At the end of the Term (or at the end of any extended term), the YMCA shall promptly vacate the School Site and remove all of its supplies and equipment therefrom. The School District may terminate this Agreement at any time upon thirty (30) days written notice if YMCA commits a material breach of the Agreement.

5. **Program Fees; Payment for Additional Services.** In consideration for the provision of the Preschool Services during the Term, the School District shall pay the YMCA the sum of Ninety-Eight Thousand and 00/100 Dollars (\$98,000), which shall be paid in four equal installments of the \$24,500 on the last day of the following months, provided that an invoice for the installment is submitted to the School District by the first of the month: September 2017, November 2017, February 2018 and May 2018. In the event a child who is accepted for enrollment in the Preschool Services program has an individual family services plan ("IFSP"), individualized education program ("IEP") or Section 504 accommodation plan and requires the support of a paraprofessional, the

School District shall provide the necessary paraprofessional support at School District expense. Paraprofessionals who work in the Preschool Services program shall be employees of the School District and not the YMCA.

6. ***Use of School Site Office Equipment and Technology.***

a. ***Telephones.*** During this Agreement, the YMCA may use School District telephones located in the offices and other spaces designated for its use at the School Site, without charge, for the purpose of making local phone calls related to the delivery of the Preschool Services.

b. ***Printers and Copiers.*** Upon request, the YMCA may use a designated School District printer or copier at the School Site. The YMCA shall promptly reimburse the School District for all copying and printing costs at the rate of 21 cents per side.

c. ***Technology Access; Computers.*** The YMCA shall be provided access to the School District's wireless and landline internet networks at the School Site, but such access shall be specifically limited to internet access only. The YMCA shall, at its sole expense, provide the laptops and desktop computers necessary to operate the Preschool Services program. If necessary, the YMCA shall be responsible for any additional costs and expenses associated with establishing the YMCA's access to the internet at the School Site and any modifications to the offices, classrooms or other spaces designated for its use.

7. ***Food Service; Custodian Services.*** In order to facilitate the provision of the Preschool Services, the School District shall provide meals and snacks on school days and designated non-student contact days. The School District shall also provide custodial and maintenance services necessary to support the Preschool Services program.

8. ***Damage or Destruction of School District Equipment and Property.*** If in the course of providing the Preschool Services, the YMCA damages or destroys any School District property or equipment, the YMCA shall promptly repair or replace such property or equipment at the YMCA's sole expense.

9. ***Qualifications of YMCA Staff; Supervision by YMCA.*** Each of the employees, volunteers and agents the YMCA designates to perform the Preschool Services under this Agreement shall be duly qualified and trained to perform any task assigned to such person(s) by the YMCA, and shall have received training to work with preschool-age children. The YMCA's delivery of the Preschool Services shall be supervised at all times by qualified, trained and experienced YMCA staff.

10. ***Child Protection Background Check.*** The YMCA shall obtain a background check pursuant to the Minnesota Child Protection Background Check Act for each employee, volunteer or agent assigned to the School Site. If the YMCA receives a report that an employee, volunteer or agent so assigned has ever been convicted of a

background check crime, as defined and described in the attached Exhibit A, it shall take immediate steps to remove such employee, volunteer or agent from his/her assignment.

11. **Compliance with Applicable Laws, School District Policies and Procedures; Nondiscrimination.** The YMCA acknowledges and agrees that the YMCA's employees, volunteers and agents shall comply with all applicable laws and rules pertaining to the delivery of the Preschool Services. YMCA further acknowledges and agrees to adhere to the applicable policies and procedures of the School District while at the School Site. The School District's policies may be viewed at <http://www.shakopee.k12.mn.us>. The YMCA shall comply with provisions of Section 504 of the Rehabilitation Act of 1973 in that the YMCA shall not, solely by reason of disability, exclude from participation in, deny the benefits of, or subject to discrimination, any individual with a disability who receives Preschool Services.

12. **Notices.** All notices or other communications shall be deemed served when faxed, emailed with return receipt requested, hand-delivered or mailed by certified or registered mail, postage prepaid, with the proper address as indicated below. Until otherwise provided by the parties hereto, all notices or other communications to each of them shall be addressed as follows:

To the School District:

Robert Greeley, Community Education Director,
Independent School District No. 720, 1200 Town
Square, Shakopee, Minnesota 55066; Email:
bgreeley@shakopee.k12.mn.us

To YMCA:

Karen Larson, Chief Financial Officer, YMCA
Twin Cities, 2125 E. Hennepin
Avenue, Minneapolis, MN 55413

13. **Protection of Records and Data.** In the course of providing the Preschool Services, the School District will be providing the YMCA with student information, including, but not limited to, the name of the child and the child's parent, address, telephone number and email address, emergency contact information, health-information and disability-related information (the "Education Records"). The YMCA acknowledges and agrees that Education Records are classified as confidential under the Family Education Rights and Privacy Act ("FERPA"), and private data within the meaning of the Minnesota Government Data Practices Act ("MGDPA"). The YMCA (including its employee and agents working at the School Site) shall preserve and protect the confidentiality of all educational data that it maintains on behalf of the School District and shall not disclose any data to anyone outside of the YMCA or the School District and its authorized agents unless such disclosure complies with the Family Educational Rights and Privacy Act ("FERPA") and the Minnesota Government Data Practices Act ("MGDPA").

14. **Status of YMCA; Supervision of Employees.** YMCA acknowledges and agrees that (a) its employees, volunteers and agents are not agents, servants, employees

or independent contractors of the School District and that YMCA's authority is specifically limited to the contractual rights and obligations assigned under this Agreement; (b) YMCA shall have no authority to bind the School District for the performance of any services or to otherwise obligate the School District; (c) YMCA's employees, volunteers and agents shall not be considered, under the provisions of this Agreement or otherwise, as having employee status and, accordingly, YMCA shall be responsible for payment of all taxes and fees arising out of YMCA's activities under this Agreement; and (d) YMCA shall exercise its own discretion in respect to the performance of its duties under this Agreement. YMCA acknowledges and agrees that it is solely responsible for supervising and directing its employees, volunteers and agents in the provision of the Preschool Services to children. YMCA further acknowledges and agrees that it holds no authority or responsibility whatsoever to direct, control, supervise or assign tasks to, employees of the School District.

15. ***Employee Misconduct; Removal.*** YMCA agrees that upon notification that an employee, volunteer or agent of YMCA has violated a provision of an applicable School District policy or procedure, has violated a law, jeopardized the mental or physical health of a child receiving Preschool Services at the School Site or disrupted the educational environment at the School Site, it will, at its sole expense and in a timely manner, substitute another experienced, trained, qualified and licensed employee or independent contractor to provide Preschool Services. The YMCA further acknowledges and agrees that the School District may unilaterally and without prior notice, require any personnel of YMCA to leave the School Site in the event that the School District concludes that YMCA personnel, or any one of them, has violated an applicable School District policy or procedure, a policy or procedure of a school district member of the School District, violated a law, jeopardized the mental or physical health of a child receiving Preschool Services or disrupted the educational environment at the School Site.

16. ***Insurance.*** YMCA shall keep in full force and effect during the term of this Agreement: (i) comprehensive general liability insurance written on an occurrence, not a claims-made, basis, in an amount not less than \$2 million per occurrence for bodily injury and property damage; (ii) automobile insurance, and (iii) workers' compensation insurance in an amount not less than that required by applicable law. Each such policy (except worker's compensation insurance) shall name the School Districts as an additional insured party. Within thirty (30) days of the date of execution of this Agreement, the YMCA shall provide a certificate of insurance for each such policy to the School District. The YMCA shall also ensure that each such policy of insurance includes a provision that requires the insurers or any one of them to give the School District thirty (30) days prior written notice of cancellation of any of the aforementioned insurance policies.

17. ***Indemnification.*** In consideration of the promises and agreements set forth herein, YMCA hereby covenants and agrees to hold harmless, defend, and indemnify the School District, including the present and future members of the School District's board of education, in their individual and official capacities, their heirs, personal representatives, successors and assigns, and any other administrator, teacher,

employee, or agent of the School District charged or chargeable with responsibility or liability, their heirs, personal representatives, successors and assigns of and from any and all actions, causes of action, claims, demands, damages, costs, loss of service, attorney's fees, expenses and loss of compensation, incurred by the School District on account of, or in any way growing out of, the provision of the Preschool Services, except that the provisions of this Section shall not apply to the extent a personal injury is proximately caused by the School District's gross negligence.

18. **Authority.** YMCA represents and warrants to the School District that the person signing this Agreement is duly authorized and has legal capacity to execute and deliver this Agreement. YMCA further represents and warrants to the School District that the execution and delivery of the Agreement and the performance of YMCA's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on YMCA and enforceable in accordance with its terms.

19. **Entire Agreement/Modifications/Applicable Law.** This Agreement contains all of the agreements and understandings between the parties and supersedes and replaces any prior negotiations or proposed agreements, written or oral. Each of the parties hereto acknowledges that no other party nor agent of any other party, has made any promises, representations or warranties whatsoever, express or implied, not contained herein, to induce it to execute this Agreement. This document may not be modified or altered except by a subsequent writing to be signed by all parties hereto. All terms and conditions shall be construed and interpreted in accordance with and be subject to the laws of the State of Minnesota.

20. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, rules or regulations, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provisions or by its severance from this Agreement.

21. **Data Practices.** The YMCA and the School District must comply with the Minnesota Government Data Practices Act as it applies to all data provided by the School District under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the YMCA under this Agreement. The provisions of Minn. Stat. § 13.05, subd. 11 apply to this Agreement. If the YMCA receives a request to release the data referred to in this Section, the YMCA must immediately notify and consult with the School District as to how the YMCA should respond to the request. The YMCA's response to the request shall comply with applicable law.

22. **Binding Agreement.** This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.

23. **No Oral Waiver.** No breach of any provision of this Agreement can be waived by any party hereto unless such waiver is made in writing. Waiver of any breach by any undersigned party will not be deemed to be a waiver of any other breach of the same or any other provision hereof.

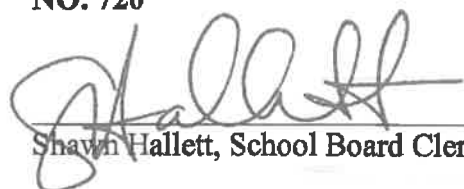
24. **Assignment.** This Agreement may not be assigned by YMCA without the prior written consent of the School District. YMCA may not delegate its duties under this Agreement to another party without the School District's prior written consent.

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Agreement as of the date indicated next to the name of the party who signs below.

**INDEPENDENT SCHOOL DISTRICT
NO. 720**

Dated: 6/19, 2017

By:


Shawn Hallett, School Board Clerk

**YOUNG MEN'S CHRISTIAN
ASSOCIATION OF THE GREATER
TWIN CITIES**

Dated: 6/30, 2017

By:

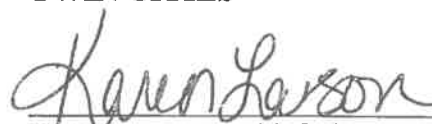

Karen Larson, Chief Financial Officer

EXHIBIT A

Definition of "Background Check Crime"

Minn. Stat. § 299C.61, subd. 2: "Background check crime" includes child abuse crimes, murder, manslaughter, felony level assault or any assault crime committed against a minor, kidnapping, arson, criminal sexual conduct, and prostitution-related crimes.



Date: March 15, 2018

To: Minnesota Superintendents and Charter School Directors

From: Jeff Plaman, Online and Digital Learning Specialist, Office of Career and College Success

RE: Program plan for e-Learning days (Minnesota Statutes, section 120A.414)

The 2017 Legislature has amended the Length of School Year; Hours of Instruction (Minn. Stat. § 120A.41) to include the option of a school utilizing e-Learning days:

- Due to inclement weather.
- Up to **five days** in one school year.
- Counted as an instructional day and included as hours of instruction.

Plan

If the school board or charter school wishes to include the opportunity for e-Learning days, they must consult with their teachers (charter schools) or the teacher’s representative (districts) and develop a plan for these days.

The plan must include:

- Accommodations for students without sufficient access to the Internet, hardware, or software in their homes.
- Accessible digital instruction for students with disabilities under chapter 125A and meet the needs of each student’s Individual Education Plan (IEP)/504 plans.
- Notification to parents and students of the plan must occur at the beginning of the school year and, upon implementation of an e-Learning day, there must be at least two hours’ notice prior to the normal school start time that students are to follow the e-Learning day plan.
- Access to teachers via telephone and online during normal school hours.

Questions and Answers

1. How are plans developed?

Plans must be developed by the district or charter school with cooperation from the teachers or their representative. Plans must be approved by the board in an open meeting and communicated with the families at the beginning of the school year. MDE staff can provide technical assistance to districts and charter schools as plans are developed. Contact mde.onlinelearning@state.mn.us.

2. Do all schools in the district have to be included in an e-Learning plan adopted by a district?

A district may specify schools and/or grade-levels to follow the e-Learning plan (i.e., High School only, or Middle School grade 7 and 8 only).

3. How will attendance for membership be verified?

Attendance must be taken by the teacher and records of attendance must be kept. Some ways attendance could be verified include:

- Logging in to class page(s) on the district's/school's learning management system (LMS).
- Email exchange/text exchange/phone call with teacher.
- Parent may verify attendance; a documentation process is developed and retained by the school as part of the student's attendance record.
- Activity in classes (pages accessed, discussion participation, formative assessments completed).
- Work submitted during the e-Learning day.

4. What are suitable accommodations for students without sufficient access?

All students must have similar learning experiences in terms of subject matter, task difficulty, and interaction with peers and their teacher(s). Tasks must be completed during the regular hours of the e-Learning day. Students without access cannot be required to make-up the work on another day. Students may use physical texts or books and may handwrite their work, but those resources would have to be available at home. Teachers must contact students by telephone to conference with students, assess and support their learning.

5. What are some examples of quality e-Learning?

Quality e-Learning experiences:

- Integrate as seamlessly as possible into the regular instruction that has been occurring. Avoid generic, out-of-context tasks. Tasks should be meaningful and important to students.
- Leverage digital tools students are using as part of their regular instruction (i.e., Schoology or other LMS, Google Docs, apps).
- Include formative assessment and feedback.
- Provide opportunities for peer interaction.
- Include active instruction by teachers, monitoring progress and providing feedback, facilitating, coaching, clarifying and adjusting the task, and suggesting next steps.
- Include the option for the class to meet synchronously via video chat like Google Hangouts, Skype, or FaceTime.

6. Can an e-Learning day be a homework catch-up day?

To be counted as an instructional day for students, teachers will engage in some form of instruction with their students. This can take on many forms (see above) but fundamentally, means that there will be some level of interaction, progress monitoring, and/or feedback between teachers and students.

7. Do students have to participate in e-Learning for all scheduled classes?

Students are expected to participate in e-Learning activities for all scheduled classes on the day the plan is implemented just as they would for a traditional, on-campus day. Attendance must be verified for each class. Students who do not participate in planned activities are considered absent for those class(es) and should be reported as absent just as if they were not present for an on-campus class.

8. Can families choose to opt out of e-Learning days?

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

9. How should e-Learning days be reported in Minnesota Automated Reporting Student System (MARSS)?

E-learning days would be reported as regular instructional days on the MARSS A School File. Students enrolled on an e-learning day would generate one day of membership. The length of the school day would be reported as the same length that was originally scheduled had the students attended at the school site. Other questions about MARSS reporting can be directed to MARSS@state.mn.us.

Connected Learning Days (CoLD)

What are Connected Learning Days?

A Connected Learning Day (also referred to as an E-Learning Day) is an opportunity to complete learning activities at home when schools are closed due to an event such as severe weather or a power outage.

Why do we need Connected Learning Days?

It is the mission of the Shakopee Schools to "In partnership with our community, educate lifelong learners to succeed in a diverse world". In order to do this we feel that learning needs to continue even when we have an unplanned cancellation of a school day. Students will be expected to participate in their courses in Canvas or through activities that they can do around their home. We also feel that we are helping parents and families answer the question "What should I do now?" which we all know occurs regularly on snow days.

In addition, all schools in Minnesota have a required amount of time in which students must attend schools. In order to meet these requirements, we need to have students engaged in school on all the days on our school calendar in 2018-19.

How do Connected Learning Days work?

- Families will receive an automated message notifying them of a school cancellation. Messages will also be distributed on the district website and social media.
- In most cases, PreK-5th grade students will complete portions of a pre-assigned selection of learning activities created by their teacher. 6-12th grade students will log on to their courses in Canvas to connect with their teachers and work on their assignments.
- Teachers will be available during "office hours" and accessible by voice mail during the school day to answer questions and provide guidance.
- The due dates for Connected Learning Day assignments will be flexible and determined by each teacher.
- Paper copies of assignments will be provided for anyone without online access at their home.
- Students with special needs may face unique challenges while performing academic tasks independently. Provisions will be made for the particular needs of these students by their case manager.

Are other districts doing this?

A number of other districts in Minnesota are using similar activities for E-Learning Days. We looked at what other districts were doing to get ideas in putting together a plan to best meet the needs of our Shakopee students, while complying with state laws that set expectations for E-Learning days.

Teacher Connected Learning Day Checklist

Preparation for a Connected Learning Day (when the day is determined)

- R My assignment does not require students to use materials or technology they may not have access to, or it provides options that allow for varied access to technology and addresses any special or assistive needs.
 - Ex: K-5 students/parents may or may not have access to certain technology
 - Ex: 6-12 physical resources may be at school, not with student (provide everything online)
- R I have shared contact information and office hour times for students who may need help or have questions during the Connected Learning Day.
- R I have prepared a short virtual lesson and have explained student completion responsibility.
- R **Secondary:** *link to connected learning home page and link the button to the correct module/assignment.*

During a Connected Learning Day

- R I will be available and will check and respond to my email during regular school hours on the Connected Learning Day.
- R I will also be available during set "office hour" time for more immediate responses to student or parent questions on the Connected Learning day
- R I will contact my assigned administrator if I need help during the Connected Learning Day.
- R I know how to contact technology support if I need assistance.

After a Connected Learning Day

- R I will check all students assignments for grade and attendance. If work is not completed by the deadline, the day does not count for attendance. Grade impact is a teacher decision.
- R I will talk to individual student(s) about a plan for completing work not accomplished on the Connected Learning Day. Deadlines for completion can be somewhat flexible but should be no longer than 3 days after the Connected Learning Day.
- R I have checked my email regularly for updates from student(s).
- R I will grade assignments I received for work completed (Canvas).
- R I will continue to help students complete Connected Learning Day work for the applicable due date.

Elementary Student Connected Learning Day Checklist

Before a Connected Learning Day

- R My teacher has talked to me about the activities I can do on a Connected Learning Day.
- R My parents know how to contact the teacher so they can help me with any questions about my activities on a Connected Learning Day.
- R I have a copy of the Connected Learning Day activities at home.

During a Connected Learning Day

- R I will ask my parents to help me with activities if I need help.
- R I will complete my activities on the Connected Learning Day.
- R I will be ready to turn in my work on the next school day.

After a Connected Learning Day

- R I will turn in my work on the next school day.
- R I will talk to my teacher about any questions I had about the activities I did on the Connected Learning Day.
- R I will let my parents know what grade I received or how we talked about our Connected Learning Day activities at school that day.

Secondary Student Connected Learning Day Checklist

Before a Connected Learning Day

- R I understand all my class assignments for the Connected Learning Day.
- R I know how to contact my teacher if I have questions during the Connected Learning Day.
- R I will check with my teachers to be clear about when assignments are due and how they should be submitted.
- R I will make sure my assigned device is up to date with any apps or software to complete my assignments on the Connected Learning Day.

During a Connected Learning Day

- R I will ask my parents to help me with activities if I need help.
- R I will contact my teacher(s) during regular school hours if I need help, and let them know that I have received their reply.
- R I will complete my assignments on the Connected Learning Day.
- R I will submit assignments in Canvas if I am asked to do so.
- R I will be ready to turn in my work on the next school day if it is not being submitted through Canvas or in some other way.

After a Connected Learning Day

- R I have completed all assignments and turned them in to receive a grade and to be counted for attendance.
- R I will talk to my teachers about completing any work not done on the Connected Learning Day.
- R I will let my parents know what grade I received for the work that was completed.

Parent Connected Learning Day Checklist

Before a Connected Learning Day

- R My child has talked to me about the activities they can do on a Connected Learning Day.
- R My child has brought home information about how to contact the teacher.
- R I am prepared to help my child with questions about their activities.
- R I am prepared to contact the teacher with any questions about the activities for the Connected Learning Day.
- R I have a copy of the Connected Learning Day activities at home.

During a Connected Learning Day

- R I will help my child with Connected Learning Day activities if they need help.
- R I will make sure that my child completes their Connected Learning Day activities.
- R I will remind my child to be ready to turn in their work on the next school day.

After a Connected Learning Day

- R I will turn in my work on the next school day.
- R I will contact the teacher with any questions I had about the activities my child did on the Connected Learning Day.
- R I will let ask my child what grade they received or how the teacher follows up with them on the work that was completed.

DRAFT

AIA® Document G701™ - 2001

Change Order

PROJECT (Name and address): Shakopee High School Additions and Renovations 100 17th Avenue West Shakopee, MN 55379	CHANGE ORDER NUMBER: 021 DATE: July 11, 2018	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Shaw-Lundquist Associates, Inc. 2757 West Service Road St. Paul, MN 55121	ARCHITECT'S PROJECT NUMBER: 152092 CONTRACT DATE: July 26, 2016 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. PCO 282/PR 219: Area A Louver Blankoff ADD: \$9,114.00
2. PCO 284/PR 221: (RFI 588) Upgrade Existing Doors in the Accessory Spaces of Existing Stage ADD: \$41,771.32
3. PCO 300/PR 240: Chase in Area 'P' ADD: \$27,535.52
4. PCO 337/PR 264: Data Rack, De-esc Lights & Cooler Power ADD: \$8,833.60
5. PCO 358/SI 044: Panelboard Load Updates Area A NO COST CHANGE
6. PCO 360/PR 286: Upper P Exit Lights ADD: \$1,649.55
7. PCO 364/SI 045: R221 and R222 Ceiling Height ADD: \$2,052.75
8. PCO 369/PR296: Upper N Receptacles ADD: \$319.27
9. PCO 373/PR 295: Additional Life Safety Requirements ADD: \$6,090.91
10. PCO 375/PR 301: Omit Soffit in Kiln Room (RFI 696) DEDUCT (\$310.44)
11. PCO 382/PR 305: Wall Mounted Sinks in Health Sim Lab (RFI 687) ADD: \$2,995.02
12. PCO 383/PR 307: (RFI 690) Front Entrance Radius Soffit ADD: \$1,947.78
13. PCO 389/GCPR 052: Auxiliary Drain for Sprinkler ADD: \$900.90
14. PCO 394/PR 314: Add Wall under Stairs B105 (RFI 662) ADD: \$558.02
15. PCO 398/PR 315: Area S Existing Tile Wainscot at Academy Entries ADD: \$12,407.46
16. PCO 400/PR 321: Patch Brick at Existing Auditorium Light Lock ADD: \$2,433.90
17. PCO 402/PR 324: Remove VWC from Light Locks in Area A (RFI 724) NO COST CHANGE
18. PCO 404/PR 328: Gray to Green Paint Mid Level T ADD: \$428.40
19. PCO 409/PR 330: Area A Data Sleeves ADD: \$1,420.27
20. PCO 414/GCPR 050: New Lighting Consoles ADD: \$1,354.50

TOTAL THIS CHANGE ORDER: \$121,502.73

The original Contract Sum was	\$ 73,088,000.00
The net change by previously authorized Change Orders	\$ 2,628,308.92
The Contract Sum prior to this Change Order was	\$ 75,716,308.92
The Contract Sum will be increased by this Change Order in the amount of	\$ 121,502.73
The new Contract Sum including this Change Order will be	\$ 75,837,811.65

The Contract Time will be unchanged by zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is as noted on Revised Phasing plans issued in Change Order No. 010.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Wold Architects Engineers
ARCHITECT (Firm name)

Shaw-Lundquist Associates, Inc.
CONTRACTOR (Firm name)

Independent School District #720
OWNER (Firm name)

332 Minnesota Street, Suite W2000
St. Paul, MN 55102
ADDRESS

2757 West Service Road
St. Paul, MN 55121
ADDRESS

1200 Town Square Mall
Shakopee, MN 55379
ADDRESS

BY (Signature)
R. Scott McQueen
(Typed name)

BY (Signature)
Tad Ulrich
(Typed name)

BY (Signature)
Jeffrey Pries, Director of Finance
(Typed name)

DATE

DATE

DATE

Facility Fees Guidelines

ISD 720 -Shakopee

Groups using school district facilities may be assessed a facility use charge, staff charges and/or equipment use charges. A signed request form with district approval is required to reserve a space. An invoice for all charges will be sent after the scheduled activity. Charges are assessed from the time a group enters the building to when they depart. A down payment may be required. Category 2-4 will be required to pay a one-time permit fee per year of \$20. **The Facilities and Activities Director may negotiate all fees during the 2018-19 school year under approval by the Superintendent.**

Classification into one of the following categories will determine fees charged. Potential user groups not falling into one of the categories listed below will be assessed fees as determined by the Director of Community Education, Superintendent of Schools or their designee:

Category

1 School district sponsored groups and/or activities will not be charged rental fees but may be required to cover other related fees.

2 City of Shakopee sponsored groups and/or activities, along with local organizations that are quasi-public, youth-serving organizations, civic and service organizations, fraternal organizations and social agencies, non-profit educational organizations, governmental entities in Scott County, religious organizations for non-worship activities, local political organizations (caucuses) may have their rental fees and other related fees waived. Staff fees will be charged when facilities are not normally staffed.

Groups who use the district facilities for fund raising events or for activities that require admission fees, or collection of money may be subject to 50% of the rental rates or a like amount of donation to the facilities or programs of the district. Religious organizations using facilities for worship or instruction are subject to ~~75%~~ 50% of the rental rates. Staff and equipment fees will be assessed per schedule as determined by the district.

3 Individuals, private agencies, businesses, companies or vendors who reside within the Shakopee School District, and who use district facilities for commercial purposes (sales, marketing, training) or personal profit, will be assessed 100% of the rental rates plus, staff, and equipment fees.

Individuals, religious organizations, private agencies, businesses, organizations, companies or vendors located outside of the Shakopee School District boundaries will be assessed 125% of the rental rates plus staff, equipment fees and any other applicable fees.



To: School Board

From: Jeff Priess

Date: July 23, 2018

Re: Rates for Student Transportation Services (2018-19) and (2019-20)

Action: Approve Transportation Contract (Palmer Bus Service of Shakopee, Inc.)

Attached are revised transportation rates (Exhibit A) with Palmer Bus Service of Shakopee for the 2018-19 and 2019-20 school years. Rates have been revised from a cost per student to a cost per bus per day. Quoted rates for the two-year contract are in line with current market school district averages. Rates will increase 2% for the second year of the contract.

If agreed by both parties, the contract can be extended for two additional years (2020-21) and (2021-22). The extension provides rate increases of 2% and 2.5% respectively.

Transportation Services Agreement and Transportation Specifications and Conditions are on file in the District Office.

Recommendation: Approve Transportation Contracts as presented.

If I can be of further assistance or provide additional information please contact me via email at jpriess@shakopee.k12.mn.us or 952-496-5011.

EXHIBIT A

RATES FOR STUDENT TRANSPORTATION SERVICES
SERVICE RATES: SY 2018-2019, 2019-2020 (Year ending June 30, 2019 and 2020)

1. **Regular "To and From" Routes.** Per bus cost for all regular "to and from" routes, home-to-school transportation, for the days of school operation A.M. and P.M. Vehicle Type A, B, C or D. Note: AM Only or PM Only buses will be paid at 50% of the full day rate.

Bus Size	Daily Bus Cost (4.50-hour)	Cost per extra ¼ hour
Type C or D – 71 and 77 Passenger	\$320.00	\$11.00
Type C or D – 82+ Passenger	\$335.00	\$11.00
Type A or B	\$320.00	\$11.00

2. **Midday Routes.** The per bus cost for all midday routes for the days of school operation. Vehicle Type A, B, C or D (Must provide cost for #1 above if quoting routes).

Bus Size	Daily Bus Cost (1-hour)	Cost per extra ¼ hour
Type A B or C	\$50.00	\$11.00

3. **Special Transportation "To and From" Routes.** The per bus cost for all special transportation and special needs routes, home-to-school transportation, for the days of school operation A.M. and P.M. Vehicle Type III, A, B or C. Minimum use is 3.50 hours. Note: AM Only or PM Only buses will be paid at 50% of the full day rate.

Bus Size	Daily Bus Cost (3.50-hour)	Cost per extra ¼ hour
In-District - Type III	\$275.00	\$11.00
In-District - Type A & B	\$285.00	\$11.00
In-District - Type C	\$310.00	\$11.00
Out-Of-District - Type III	\$275.00	\$11.00
Out-Of-District - Type A & B	\$285.00	\$11.00
Out-Of-District - Type C	\$310.00	\$11.00

Annual cost for lift equipped vehicle: _____ \$ 1,500.00

Per "Live" Hour cost for Paraprofessional / Bus Aide: \$ 20.00

Additional Out-Of-District Mileage if over Daily Max of 125 Miles: \$ 1.51 per mile

4. **Shuttle or Late Activity Service.** The per bus cost for all shuttle service, live time from pick up to drop off. One(1) hour minimum. In District and Out of District service (note: some shuttles may be added to AM/PM or mid-day routes with time added to the regular daily route in lieu of paying shuttle cost).

Bus Size	Daily Bus Cost (1-hour)	Cost per extra ¼ hour
In-District - Type III	\$50.00	\$11.00
In-District - Type A & B	\$50.00	\$11.00
In-District - Type C	\$50.00	\$11.00
Out-Of-District - Type III	\$50.00	\$11.00
Out-Of-District - Type A & B	\$50.00	\$11.00
Out-Of-District - Type C	\$50.00	\$11.00

5. **Summer School Transportation Services.** The annual cost figure for all summer school routes for each year of the term shall be submitted. The summer school rates shall be quoted as a % of the rates for regular "to & from" transportation services.

The summer school rates shall be 100% of regular transportation and Special transportation rates in items #1 and #3 above.

6. **Extra-curricular and Athletic Trips; Activity and Field Trips.** Unit costs for each year of the term include all fuel costs including taxes, labor costs including taxes, maintenance and repair costs, and other direct and indirect costs. Charges are from terminal to terminal. There will be a minimum fee of \$60.00 per Activity or Field Trip round trip, and \$30.00 minimum for one-way.

Bus per hour:..... \$ 22.17

Bus per mile:..... \$ 1.41

7. Performance Bond

The Contractor may be required to supply a Performance Bond, equal to 100% of the anticipated contract amount, before commencing services. The bond cost is as follows:

\$ N/A Per Year

EXHIBIT A / APPENDIX A – 2

ADDITIONAL RATES FOR ADDITIONAL YEARS OF STUDENT TRANSPORTATION SERVICE

If agreed by both parties, this contract will extend for 2 additional years (2020-2021 and 2021-2022).

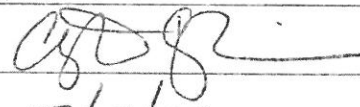
The rates established pursuant to the quotation process shall apply to the 2018-2019. For the 2019-2020 school year the Contractor agrees to operate at the Contractor quoted percentage increase. If both parties elect to extend the contract for the 2020-2021 school year, the rates established for the 2019-2020 school year will be adjusted for the said school year based upon the Contractor quoted percentage increase. If both parties elect to extend the contract for the 2021-2022 school year, the Contractor quoted percentage increase.

Please provide a cost for each future contract year:

For the 2019-2020 School Year the Contractor agrees to operate at an increase of 2.0 % as described above.

For the 2020-2021 School Year the Contractor agrees to operate at an increase of 2.0 % as described above.

For the 2021-2022 School Year the Contractor agrees to operate at an increase of 2.5 % as described above.

Company Name PALMER BUS SERVICE OF SHAKOPEE, INC.
Authorized Signature 
Date 7/5/18

Shakopee Public Schools

Shakopee, Minnesota

ADDENDUM TO PUPIL TRANSPORTATION SERVICES AGREEMENT – EXHIBIT A

This addendum to the Pupil Transportation Services Agreement – Exhibit A, Rates for Student Transportation Services, which was signed by Palmer Bus Services on July 5, 2018, is made and entered into as of the _____ day of _____, 2018, by and between INDEPENDENT SCHOOL DISTRICT NO. 720, SHAKOPEE PUBLIC SCHOOLS, Shakopee, Minnesota, and PALMER BUS SERVICE OF SHAKOPEE, INC., North Mankato, Minnesota.

Beginning with school year 2018-2019, the following changes will occur to Exhibit A of the Pupil Transportation Services Agreement:

Section 3. Special Transportation.

Daily cost for lift equipped vehicle: _____ \$ 25.00

Per Hour cost for Paraprofessional / Bus Aide (terminal to terminal): \$ 20.00

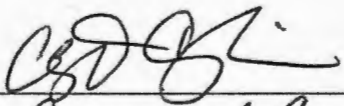
Additional Out-Of-District Mileage if over Daily Max of 75 Miles: \$ 1.51 per mile

Note: There will no longer be an annual cost for lift equipped vehicles.

The parties hereto have executed this Agreement this _____ day of _____, 2018.

Palmer Bus Service of Shakopee, Inc.

Independent School District No. 720

By: 
Name: CHRISTOPHER CHAMPUN
Title: CFO
Date: 7/23/2018

By: _____
Name: _____
Title: _____
Date: _____

Exhibit B

Form of Member District Governing Board Resolutions

[Note: Each Member District shall insert the following recitals and resolutions into the proper format to be considered and approved by such Member District's Governing Board:]

Ratifying and Approving TIES Reorganization and Definitive Agreements

WHEREAS, _____, School District # _____ (the "District") is a member of Technology and Information Educational Services ("TIES"), which was created in 1965 as a Minnesota joint powers entity under Minnesota Statutes Section 471.59 to provide technology and information services to school administrators, educators, and students; and

WHEREAS, TIES currently operates at a financial deficit which has been determined to be not sustainable by the Joint Board of TIES (the "TIES Board"), which is composed of representatives of the independent school districts who are currently members of TIES (collectively, the "Member Districts") which are identified in Exhibit A;

WHEREAS, on January 24, 2018, at a special board meeting, the TIES Board voted in favor of dissolving TIES and authorized TIES management and the TIES Executive Committee ("EC") to actively pursue potential business opportunities with third parties in order to achieve two objectives for the Member Districts: (1) minimize negative financial impact, and (2) minimize disruption of essential services (the "Objectives"); and

WHEREAS, the "potential business opportunities" authorized by the TIES Board within the scope of the Objectives were comprehensive: "Such opportunities may include a partnership, an asset sale, or a similar business deal with a third party consistent with applicable Minnesota law..."

WHEREAS, in connection with such efforts, TIES and Sourcewell, a service cooperative established pursuant to Minnesota Statutes Section 123A.21 and formerly known as National Joint Powers Alliance ("Sourcewell") entered into a non-binding Letter of Intent ("LOI") effective as of January 23, 2018 with respect to a possible transaction involving Sourcewell's assumption of governance, management, and operational authority over TIES' business operations; and

WHEREAS, after substantial completion of due diligence, on April 17, 2018 and April 19, 2018, respectively, the Boards of Sourcewell and TIES authorized the management team of each organization to proceed with discussions and the drafting and negotiation of all necessary legal agreements to consummate a transaction substantially as described in the LOI; and

WHEREAS, the authorized legal process required significant research and analysis to identify and evaluate options available under applicable law for how to structure the transaction between Sourcewell and TIES and the Member Districts to best achieve the Objectives; and

WHEREAS, after consideration and discussion with TIES EC, management and District's legal counsel (at District's option), and review of the Definitive Agreements (defined below), and as duly authorized under the resolution template form approved by the EC during a regular meeting on May 16, 2018 and provided thereafter to each Member District for signature, District's superintendent or other representative ("District's Legal Representative") determined that it is in the best interest of the District to structure the transaction as a "Reorganization" of the existing TIES joint powers entity in order to achieve the Objectives; and

WHEREAS, the District Legal Representative's conclusion that Reorganization of TIES is the best structure for the Sourcewell transaction is based on the following findings since the resolution dated April 19, 2018:

- (1) Continuation of Member Districts' levy authority. Under current law (Minnesota Statutes Section 126C.40, subd. 1 (i)), if TIES is dissolved, the Member Districts would lose their legal authority to levy for funds to pay their proportionate share of the debt due through February 1, 2023 pursuant to the financing documents for improvements to the TIES Building with U.S. Bank dated October 1, 2012. Reorganization allows for the Member Districts to remain members of TIES for a limited time and purpose: to levy for and manage the TIES Building until it is sold at which time they will automatically cease to be members;
- (2) Continuity of services to Member Districts. Reorganization allows for continuity of services to Member Districts wanting continuity of services;
- (3) Limits Member Districts' financial obligations. As part of the Reorganization, Sourcewell will assume all TIES operating expenses and debts incurred after July 1, 2018, thereby relieving the Member Districts of their obligation to provide financial support to TIES for regular operating expenses after July 1, 2018 for an unknown period of time (as with dissolution), other than assessed fees for management, operations, and maintenance of the TIES Building Assets and the other limited financial obligations described in the Definitive Agreements, as defined herein.

Member Districts' pro rata share of TIES' past debt calculated as of July 1, 2018 based on a per student fee must be paid by July 27, 2018; and

WHEREAS, the purposes of the Reorganization include achieving the Objectives for the Member Districts based on the three (3) findings set forth above (included in the Definitive Agreements defined below); and

WHEREAS, at a special meeting on June 29, 2018, the Sourcewell Board of Directors authorized the proposal of the Reorganization as set forth in the Definitive Agreements; and

WHEREAS, the Reorganization of TIES' membership and governance includes the admission of Sourcewell and Metropolitan Educational Cooperative Service Unit, a service cooperative established pursuant to Minnesota Statutes Section 123A.21 ("Metro ECSU") as Governing Members of TIES, and the reclassification of the Member Districts as Limited Members of TIES for the sole purposes related to the TIES Building described above in Section (1); and

WHEREAS, after consideration and discussion with TIES management and legal counsel, and review of the TIES Reorganization Agreement attached hereto at Exhibit B and the Amended Joint Powers Agreement attached hereto at Exhibit C (the "Definitive Agreements"), each of which is incorporated herein without modification, at a special meeting on July 2, 2018, the EC accepted Sourcewell's proposal and approved the Reorganization of TIES as set forth in the Definitive Agreements, authorized an officer of TIES to execute the Definitive Agreements on behalf of TIES, and approved the submission of such agreements to each Member District for consideration, approval and ratification pursuant to the resolutions herein; and

WHEREAS, the District's Legal Representative has executed the Definitive Agreements on behalf of the District, subject to the approval and ratification of the District's Board; and

WHEREAS, District's Board desires to approve and ratify the Reorganization as set forth in the Definitive Agreements, and to approve and ratify the District's Legal Representative's execution of the Definitive Agreements on behalf of the District.

1. Approval of Reorganization

NOW, THEREFORE BE IT RESOLVED, that Reorganization as described in these resolutions and in the Definitive Agreements is hereby approved and authorized and ratified.

2. Approval of Definitive Agreements

RESOLVED FURTHER, that the Reorganization Agreement executed by the District's Legal

Representative, and presented to the District's Board and attached hereto as Exhibit B, be, and the same hereby is, approved and ratified.

RESOLVED FURTHER, that the Amended Joint Powers Agreement executed by the District's Legal Representative, and presented to the District's Board and attached hereto as Exhibit C, be, and the same hereby is, approved and ratified.

3. Continuation of TIES Entity

RESOLVED FURTHER, that the District hereby acknowledges and approves the continuation of TIES as a joint powers entity under Minnesota Statutes Section 471.59 pursuant to the Definitive Agreements and recognizes that if the Reorganization is consummated, TIES will not dissolve except according to the terms of the Amended Joint Powers Agreement.

4. Authorizing Resolution

RESOLVED FURTHER, that District's Legal Representative is hereby authorized and directed to execute any and all other documents necessary to effectuate these resolutions and the Reorganization and to take or cause to be taken any and all other actions (including preparing, executing, issuing, delivering and filing any and all instruments, documents and agreements and amendments thereto) and to do any and all other acts or things in the name of and on behalf of TIES as any of them may deem necessary or appropriate in connection with the Reorganization and carrying into effect these resolutions.

RESOLVED FURTHER, that all actions taken to date by District's Legal Representative that are consistent with the purpose and intent of these resolutions are hereby in all respects authorized, approved, ratified and confirmed.

RESOLVED FURTHER, that capitalized terms used but not defined herein shall have the meanings set forth in the Definitive Agreements.

CERTIFICATION

The foregoing resolutions were adopted by the governing board, _____
of Member District, _____, SCHOOL DISTRICT # _____,
at a duly held meeting at which a quorum was present on the _____ day of _____,
2018.

Signed

Name

Title

Exhibit A

List of Member Districts

Anoka-Hennepin Schools, #11
Big Lake Schools, #727
Brooklyn Center Community Schools, #286
BHM Schools (Buffalo Hanover Montrose), #877
Burnsville-Eagan-Savage School District, #191
Centennial School District, #12
Chisago Lakes School District, #2144
East Central Schools, #2580
Eden Prairie Schools, #272
Edina Public Schools, #273
Forest Lake Area Schools, #831
Fridley Public Schools, #14
Hastings Public Schools, #200
Hinckley-Finlayson Schools, #2165
Hopkins Public Schools, #270
Howard Lake-Waverly-Winsted Public Schools, #2687
Intermediate District #287
Intermediate District #917
Inver Grove Heights Schools, #199
Jordan Public Schools, #717
Lakeville Area Public Schools, #194
Mahtomedi Public Schools, #832
Minnetonka Public Schools, #276
Monticello Public School District, #882
Mounds View Public Schools, #621
New Prague Area Schools, #721
North Branch Area Public Schools, #138
Orono Schools, #278
Osseo Area Schools, #279
Pine City Public Schools, #578
Randolph Public Schools, #195
Red Wing Public Schools, #256
Richfield Public Schools, #280
Rosemount-Apple Valley-Eagan Public Schools, #196
Rush City Schools, #139
Shakopee Public Schools, #720
South St. Paul Public Schools, #6
St. Anthony-New Brighton, #282
St. Cloud Area School, #742
St. Francis Area Schools, #15
St. Louis Park Public Schools, #283
St. Michael-Albertville Schools, #885
Stillwater Area Public Schools, #834
West St. Paul-Mendota Heights-Eagan, #197
Westonka Public Schools, #277

Exhibit C

**JOINT POWERS AGREEMENT
OF SOURCEWELL TECHNOLOGY
(F/K/A TIES)**

(Amendment, Restatement, Restructure and Reconstitution)

THIS AMENDED, RESTATED, RESTRUCTURED, AND RECONSTITUTED JOINT POWERS AGREEMENT (this "Agreement") is entered into between Sourcewell ("Sourcewell") and Metropolitan Educational Cooperative Service Unit ("Metro ECSU"), both of which are public agencies and public corporations established by Minnesota Statutes § 123A.21; and the member school districts ("Member Districts") of TIES which are identified in the attached Exhibit A (each a "Party" and collectively, the "Parties") and is effective as of the Effective Date (as defined in the TIES Reorganization Agreement).

WITNESSETH:-

WHEREAS, Technology and Information Educational Services ("TIES") is a joint powers entity formed under Minnesota Statutes § 471.59 which is governed by a Joint Powers Agreement dated November 5, 1965 (the "Original Joint Powers Agreement"); and

WHEREAS, Sourcewell, TIES, and the Member Districts entered into a TIES Reorganization Agreement ("the Reorganization Agreement") on or about July 27, 2018 describing the reorganization of TIES (the "Reorganization"); and

WHEREAS, in furtherance of the Reorganization, the Parties wish to set forth their agreement with respect to the governance, authority, and other terms pursuant to which TIES will be governed by creating this amended and restated joint powers agreement of TIES which, in relevant part, restructures TIES' membership into two classes of members, vests governance and control of TIES in Sourcewell and Metro ECSU, provides for Member Districts to oversee the maintenance, management and disposition of the TIES Building Assets, provides for capital contributions and financial support, and otherwise governs the authority, structure, and governance of TIES; and

WHEREAS, effective as of the Effective Date and pursuant to the adoption of this Agreement, Sourcewell and Metro ECSU shall be admitted as the sole Governing Members of TIES and all Member Districts shall be reclassified as Limited Members of TIES, as defined herein.

NOW, THEREFORE pursuant to Minnesota Statutes § 471.59 and in consideration of the mutual promises, covenants and agreement herein contained, the Parties hereby agree as follows:

ARTICLE I

RESTRUCTURED AND RECONSTITUTED JOINT POWERS ENTITY

Section 1. Name. As of the effective date of this Agreement, and subject to terms and conditions herein contained, the joint powers entity previously known as TIES shall continue in the name "Sourcewell Technology."

Section 2. Statement of Purpose. This Agreement is made for the purpose of ensuring Sourcewell Technology's continuity and development of informational and technological products, services, programs, solutions, and support, with a primary emphasis on serving the K-12 sector.

Section 3. Powers, Manner Exercised. Sourcewell Technology shall have all powers and authority provided by law including, but not limited to the following:

- a. To sue and be sued in its name;
- b. To adopt bylaws and enter an agreement for management with a member service cooperative, as long as such bylaws and agreements are consistent with the terms of this Agreement;
- c. To approve, enter and execute contracts;
- d. To employ personnel to carry out functions and operations consistent with its purpose;
- e. To adopt operational and administrative policies and procedures;
- f. To set an annual budget based on financial contributions, revenue generated and financial support received;
- g. To approve lawful expenditures;
- h. Determine service offerings and set pricing for the same;
- i. Obtain and enforce intellectual property rights protections (e.g. copyright, trademark) to the extent allowed by law;
- j. To accept other monies from public and private sources, including grants or donations, in accordance with law;
- k. To acquire by purchase, gift, devise, lease or otherwise, any and all personal or real property necessary to achieve the purpose of the Agreement.
- l. To obtain insurance on the private market, through a local government pooled risk entity or both;
- m. To establish any administrative or advisory committee, subcommittee, task force or working group necessary to achieve the purpose of this Agreement.

Care and control of Sourcewell Technology is vested in a Joint Board of Directors as provided in Article I, Section 4. All actions of the Board shall be by majority vote of Board of Directors, except for any addition of a Governing Member which requires a unanimous vote of the Joint Board and approval by the governing bodies of Sourcewell and Metro ECSU. In exercising the foregoing powers, the Board of Directors does not have authority to bind Sourcewell or Metro ECSU to financial obligations in amounts that exceed in total the amount of such member's Contributions and Voluntary Allocations to Sourcewell Technology unless such obligations are expressly approved by the governing body of Sourcewell or Metro ECSU, respectively.

Section 4. Governance, Officers and Management. A Joint Board of Directors (“Joint Board”) is hereby established to exercise all powers enumerated in Article I, Section 3. The Joint Board shall consist of eleven directors, including ten voting directors who must also be duly elected officials, and one ex officio, non-voting director as follows:

- a. Eight (8) voting members who are individuals concurrently serving as members of the Sourcewell Board of Directors; however, to the extent that the Sourcewell Board of Directors has fewer than eight (8) members, the Sourcewell Board of Directors may appoint non-directors to such positions on the Joint Board;
- b. Two (2) voting members appointed by Metro ECSU; and
- c. The Executive Director of Metro ECSU, as an ex officio non-voting director.

Officers of Sourcewell Technology may be established and appointed as provided for in the bylaws. Management of Sourcewell Technology shall be as provided for in the bylaws and any management agreement(s).

ARTICLE II

MEMBERSHIP

Section 1. Governing Members. Sourcewell and Metro ECSU are governing members of Sourcewell Technology (the “Governing Members”) and shall have the rights and authority described in this Agreement.

Section 2. Limited Members. The Member Districts are limited members of Sourcewell Technology (the “Limited Members”) and shall have only the rights and authority described in Article IV of this Agreement.

ARTICLE III

GOVERNING MEMBERS

Section 1. Financial Contributions. Sourcewell is solely responsible for making all financial contributions necessary for the operation of Sourcewell Technology (“Contributions”). Metro ECSU shall have no financial obligation or responsibilities related to the operation of Sourcewell Technology.

Section 2. Defense and Indemnification. Sourcewell shall defend, indemnify and hold harmless Metro ECSU, its current and former members of its governing body, administrators, employees, volunteers or agents, individually and collectively, from all liability, loss, damage, claims, causes of action, and expenses (including attorneys’ fees), which arise out of in any way or are related to the activities, operation or decisions of Sourcewell Technology, including, but not limited to, intentional, willful or negligent acts or omissions of Sourcewell, Sourcewell Technology or their employees, agents, volunteers, subcontractors or anyone employed directly or indirectly by Sourcewell or Sourcewell Technology; but excluding intentional, willful or grossly negligent acts or omissions of Metro ECSU, its current and former members of its governing body, administrators, employees, volunteers or agents. Further, Sourcewell represents and warrants that

to the best of its knowledge, there are not any claims, charges, lawsuits or actions of any kind against TIES that have not been fully resolved as of the Effective Date of this Agreement.

It is the intent of the Parties that Sourcewell Technology is a “single governmental unit” within the meaning of Minnesota Statutes §471.59, subd. 1(a) and (b), and nothing in this Agreement shall constitute a waiver of the statutory limits on liability, as set forth in Minnesota Statutes §466.04, or a waiver of any available immunities or defenses.

Section 3. Liability. Sourcewell Technology shall be considered a single governmental unit and its liability is limited as provided by Minnesota Statutes, § 471.59, subdivision 1(a) and Minnesota Statutes, § 466.04. Subject to Sourcewell’s duty to defend and indemnify Metro ECSU as provided in the preceding Section 2 of this Article, neither Sourcewell nor Metro ECSU agree, or shall be deemed, to be liable for each other’s independent acts or omissions outside the scope of the authority and responsibilities described in this Agreement. Sourcewell and Metro ECSU agree to hold each other harmless for the independent acts of each of their own current and former governing body members, officers, employees, volunteers or agents. For purposes of determining total liability, if any, the parties intend that Sourcewell Technology is a single governmental unit within the meaning of Minnesota Statutes, § 471.59, subdivision 1a (b). If extended insurance coverage is obtained, such procurement constitutes a waiver of governmental liability limits only as provided by Minnesota Statutes, § 471.59, subdivision 1a (c).

Section 4. Insurance. Sourcewell Technology (f/k/a TIES) shall maintain insurance coverage to cover potential claims arising out of the operations of Sourcewell Technology with coverage minimums equal to or greater than the TIES policies in place on July 1, 2018 for at least the following types of insurance: general liability, professional liability, property, employee dishonesty, automobile, network security and privacy, and workers’ compensation. Sourcewell shall also maintain insurance coverage of the same type and minimum coverages as Sourcewell Technology to meet its defense and indemnification obligations to Metro ECSU as set forth in Article III, Section 2 of this Agreement. Insurance maintained by Sourcewell Technology shall be primary to and non-contributory with Sourcewell and Metro ECSU insurance; next, insurance maintained by Sourcewell shall be primary to and non-contributory with Metro ECSU’s insurance. Sourcewell Technology’s insurance must name Sourcewell and Metro ECSU as additional insureds and must provide a certificate of insurance with evidence of such status. Sourcewell’s insurance must name Metro ECSU as an additional insured and must provide a certificate of insurance with evidence of such status.

Section 5. Termination and Dissolution. This Agreement shall be terminated and Sourcewell Technologies dissolved by majority vote of the Joint Board.

Section 6. Distribution of Assets and Liabilities Upon Dissolution. Pursuant to Minnesota Statutes, § 471.59, subd. 5, upon termination and dissolution of Sourcewell Technology, all property, assets, surplus funds or liabilities of Sourcewell Technology shall be distributed between the Governing Members in proportion to their Contributions made, if any, as described in Article II I, Section 1. For purposes of clarity, the Limited Member Districts shall not receive any distribution of property, assets, surplus funds, or liabilities of Sourcewell Technology upon

termination and dissolution of Sourcewell Technology, other than Member Districts' rights to the TIES Building Assets as set forth in Sections 1.5.5 and 1.5.6 of the Reorganization Agreement.

Section 7. Withdrawal. Either Governing Member may withdraw from this Agreement by action of its governing body, provided that withdrawal shall be effective one hundred and eighty (180) calendar days from receipt of written notice of withdrawal, unless withdrawal is due to a material breach of this Agreement by the non-withdrawing Governing Member, in which case the withdrawal shall be effective thirty (30) days from receipt of written notice. Upon withdrawal, Metro ECSU shall have no financial obligations or responsibilities to Sourcewell or Sourcewell Technology.

ARTICLE IV

LIMITED MEMBERS; LIMITED MEMBERS BOARD AND BUILDING COMMITTEE

Section 1. Limited Members' Oversight of TIES Building Assets; Approval Rights. Sourcewell Technology is the record owner (under its prior legal name, TIES) of certain land, buildings, and other improvements located at 1667 Snelling Avenue North, Saint Paul, Minnesota 55108, and legally described on Exhibit E of the Reorganization Agreement (the "TIES Building"). The TIES Building, together with certain fixtures and furniture located therein or thereon as described in Exhibit E of the Reorganization Agreement shall collectively be referred to as the "TIES Building Assets." Except as otherwise set forth in this Article IV, Section 1, the authority of the Limited Members with respect to Sourcewell Technology shall extend only to the oversight of the maintenance, operation, management, and sale and/or disposition of the TIES Building Assets. Subject to any Approval Rights (as hereinafter defined) and subject to the Member Districts' obligations under the Reorganization Agreement with respect to payment of the TIES Building Operating Costs and Extraordinary Expenses, the Limited Members delegate all of their authority under this Section 1 to the Building Committee (as defined in Section 2 below). The Limited Members Board and the Joint Board shall have reasonable approval rights with respect to the following actions by the Building Committee (collectively, the "Approval Rights"), which actions shall not be effective until such approval has been received: (i) the sale or disposition of the TIES Building Assets (including the disposition of any sale, insurance or condemnation proceeds), and (ii) any additional financing or refinancing secured by the TIES Building or any of the TIES Building Assets (each of the foregoing, an "Approval Event"). The Limited Members Board and Joint Board shall not unreasonably withhold their approval of any recommendation from the Building Committee with respect to an Approval Event provided that the terms of such Approval Event are commercially reasonable.

Section 2. Limited Members Board; Building Committee. There shall be a Limited Members Board with the authority expressly provided by this Agreement. Each Limited Member shall be entitled to select two representatives to serve on the Limited Members Board, whom may be the chairperson of the Limited Member's school board and its superintendent of schools serving *ex officio*, or any other two representatives appointed by the school board of the Limited Member. For clarity, it is intended that the composition of the Limited Members Board be substantially the same as the composition of the joint board described in the Original Joint Powers Agreement. In

addition, there shall be a Building Committee composed of the nine (9) representatives serving on the TIES Executive Committee as of the Effective Date. Thereafter, the Building Committee shall consist, insofar as is possible, of nine (9) representatives which include an approximately equal number of superintendents of Limited Member districts and representatives who are not superintendents, not more than one of whom shall be from the same Limited Member district. The Limited Members Board and Building Committee shall exist for the sole and limited purpose of representing the Limited Members in their oversight of the TIES Building Assets as described in Article IV, Section 1, including without limitation, negotiating and considering offers and counteroffers, executing necessary documents and all actions necessary and sufficient to effect a sale of the TIES Building (subject to reasonable Approval Rights of the Limited Members Board and Joint Board described in Article IV, Section 1), and otherwise consistent with the terms of this Agreement, to retire the debt owed with respect to the TIES Building. Until such time as the TIES Building is sold (or the debt retired), the Building Committee shall have the authority to retain the facility management services of Sourcewell Technology staff as required to oversee the TIES Building, as described under Article IV, Section 1. As consideration for such services, TIES and the Governing Members shall be permitted to occupy the TIES Building free of any rent or any other similar payment or fee until the TIES Building is sold, subject to maximum reasonable notice under the circumstances.

Section 3. Withdrawal of Limited Members. Within a reasonable period of time, but not to exceed 120 days, following the closing of the sale or transfer of the TIES Building Assets, or full satisfaction of all debt due on the TIES Building pursuant to the financing documents described under Article IV, Section 1, whichever occurs earliest: (1) the Limited Members shall automatically without notice to the Governing Members withdraw and cease to be members of Sourcewell Technology in any capacity, (2) the Limited Members Board and Limited Members Building Committee shall be deemed immediately disbanded, and (3) the Limited Members shall cease to be Parties to this Agreement and shall have no further rights thereunder.

ARTICLE V

GENERAL PROVISIONS

Section 1. Entire Agreement. Except as otherwise expressly provided herein, this Agreement amends, restates, restructures, reconstitutes and supersedes any prior governance documents of TIES, including without limitation all prior joint powers memoranda, bylaws, and membership agreements among the Parties.

Section 2. Amendment. This Agreement may be amended, restated, or modified in writing duly adopted by the Governing Members; provided that any amendments to Article IV must also be approved by the Limited Members.

Section 3. Assignment. Governing Members may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the other Governing Member and approval by the governing bodies of the Governing Members.

Section 4. Audits. Sourcewell Technology's books, records, documents and accounting procedures and practices relevant to this Agreement are subject to examination by the state auditor

or legislative auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Section 5. Signature Locations. The signature locations for TIES, Sourcewell and Metro ECSU follow, subject to approval and ratification by their governing bodies. The signature location for each Member District is found on the separate signature page for each Member District in the form of the template attached to this Agreement, which will serve as each such Member District's signature of this Agreement and the Reorganization Agreement, subject to approval and ratification by each such Member District's governing board.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

Exhibit D

TIES Technology and Information Educational Services Executive Committee Meeting

Approving TIES Reorganization, Definitive Agreements, and Admission of Members

At a special meeting of the TIES' Executive Committee (the "EC") on July 2, 2018, the following resolutions were proposed and approved by the EC:

WHEREAS, TIES was created in 1965 as a Minnesota joint powers entity under Minnesota Statutes Section 471.59 to provide technology and information services to school administrators, educators, and students; and

WHEREAS, pursuant to a resolution of the TIES Joint Powers Board (the "TIES Board") dated June 29, 2017, TIES' management and the EC completed a two-phase review of TIES' governance as well as the projected costs for TIES to continue as a going concern or dissolve, and TIES' management presented the results of these reviews to the TIES Board in November and December 2017; and

WHEREAS, on January 24, 2018, at a special board meeting, the TIES Board voted in favor of dissolving TIES and authorized TIES management and the EC to actively pursue potential business opportunities with third parties in order to achieve two objectives for the then current member districts: (1) minimize negative financial impact, and (2) minimize disruption of essential services (the "Objectives"); and

WHEREAS, the "potential business opportunities" authorized by the TIES Board within the scope of the Objectives were comprehensive: "Such opportunities may include a partnership, an asset sale, or a similar business deal with a third party consistent with applicable Minnesota law..."

WHEREAS, in connection with such efforts, TIES and Sourcewell, a service cooperative established pursuant to Minnesota Statutes Section 123A.21 and formerly known as National Joint Powers Alliance ("Sourcewell") entered into a non-binding Letter of Intent ("LOI") effective as of January 23, 2018 with respect to a possible transaction involving Sourcewell's assumption of governance, management, and operational authority over TIES' business operations; and

WHEREAS, after substantial completion of due diligence, on April 17, 2018 and April 19, 2018, respectively, the Boards of Sourcewell and TIES authorized the management team of each organization to proceed with discussions and the drafting and negotiation of all necessary legal agreements to consummate a transaction substantially as described in the LOI; and

WHEREAS, the authorized legal process required significant research and analysis to identify and evaluate options available under applicable law for how to structure the transaction between Sourcewell and TIES and the Member Districts (defined below) to best achieve the Objectives; and

WHEREAS, after consideration and discussion with TIES management and legal counsel, and review of the Definitive Agreements (defined below), the EC has determined that it is in the best interests of TIES and the Member Districts to structure the transaction as a “Reorganization” of the existing TIES joint powers entity in order to achieve the Objectives; and

WHEREAS, the EC’s conclusion that Reorganization of TIES is the best structure for the Sourcewell transaction is based on the following findings since the resolution dated April 19, 2018:

- (1) Continuation of Member Districts’ levy authority. Under current law (Minnesota Statutes Section 126C.40, subd. 1 (i)), if TIES is dissolved, the Member Districts would lose their legal authority to levy for funds to pay their proportionate share of the debt due through February 1, 2023 pursuant to the financing documents for improvements to the TIES Building with U.S. Bank dated October 1, 2012. Reorganization allows for the Member Districts to remain members of TIES for a limited time and purpose: to levy for and manage the TIES Building until it is sold at which time they will automatically cease to be members;
- (2) Continuity of services to Member Districts. Reorganization allows for continuity of services to Member Districts wanting continuity of services;
- (3) Limits Member Districts’ financial obligations. As part of the Reorganization, Sourcewell will assume all TIES operating expenses and debts incurred after July 1, 2018, thereby relieving the Member Districts of their obligation to provide financial support to TIES for regular operating expenses after July 1, 2018 for an unknown period of time (as with dissolution), other than assessed fees for management, operations, and maintenance of the TIES Building Assets and the other limited financial obligations described in the Definitive Agreements, as defined herein. Member Districts’ pro rata share of TIES’ past debt calculated as of July 1, 2018 based on a per student fee must be paid by July 27, 2018; and

WHEREAS, the EC has determined that it is in the best interests of TIES and its current member school districts which are identified in the attached Exhibit A (the “Member Districts”) to enter into a transaction involving the Reorganization of TIES’ membership and governance along with Sourcewell, Metropolitan Educational Cooperative Service Unit, a service cooperative established pursuant to Minnesota Statutes Section 123A.21 (“Metro ECSU”); and

WHEREAS, the EC desires to approve the Reorganization as set forth in the TIES Reorganization Agreement attached hereto at Exhibit B and the Amended Joint Powers Agreement attached hereto at Exhibit C (collectively, the “Definitive Agreements”), which are incorporated herein substantially in the form attached hereto, subject to changes as described in Paragraph 6, and to submit the same to the TIES Board for consideration, approval and ratification; and

WHEREAS, the purposes of the Reorganization include achieving the Objectives for the Member Districts based on the three (3) findings set forth above (included in the Definitive Agreements); and

WHEREAS, at a special meeting on June 29, 2018, the Sourcewell Board of Directors authorized the proposal of the Reorganization as set forth in the Definitive Agreements; and

WHEREAS, the Reorganization involves in part the admission of Sourcewell and Metro ECSU as Governing Members of TIES, and the reclassification of membership of the Member Districts as Limited Members of TIES, in accordance with the terms set forth in the Amended Joint Powers Agreement; and

WHEREAS, the EC desires to affirm the admission of Sourcewell and Metro ECSU as new members of TIES, to be effective as of the Effective Date and according to the provisions in the Amended Joint Powers Agreement, subject to consummation of the Reorganization; and

WHEREAS, Article V, Section F of the TIES Bylaws provides that the Executive Committee exercises the powers and performs the duties delegated to it by the Board; and

WHEREAS, Minnesota Statutes Section 471.59 provides that two or more governmental units may by action of their governing bodies enter into a joint powers agreement for the joint or cooperative exercise of any power common to the contracting parties or any similar powers.

1. Approval of Reorganization

NOW, THEREFORE BE IT RESOLVED, that Reorganization as described in these resolutions and in the Definitive Agreements is hereby approved and authorized.

2. Approval of Definitive Agreements

RESOLVED FURTHER, that the Reorganization Agreement presented to the EC and attached hereto as Exhibit B, be, and the same hereby is, approved.

RESOLVED FURTHER, that the Amended Joint Powers Agreement presented to the EC and attached hereto as Exhibit C, be, and the same hereby is, approved.

3. Affirmation of Admission of Sourcewell and Metro ECSU as Members

RESOLVED FURTHER, that the EC affirms the admission of Sourcewell and Metro ECSU as Governing Members of TIES pursuant to the Amended Joint Powers Agreement, to be effective as of the Effective Date, contingent on the consummation of the Reorganization.

4. Continuation of TIES Entity

RESOLVED FURTHER, that the EC hereby acknowledges and approves the continuation of TIES as a joint powers entity under Minnesota Statutes Section 471.59 pursuant to the Definitive Agreements and recognizes that if the Reorganization is consummated, TIES will not dissolve except according to the terms of the Amended Joint Powers Agreement.

5. Submission to Member Districts

RESOLVED FURTHER, that the Definitive Agreements substantially in the form attached hereto, subject to changes as described in Paragraph 6, shall be submitted to the governing board of each Member District for consideration and approval.

6. Authorizing Resolution

RESOLVED FURTHER, that any one officer of TIES, including, without limitation, the Executive Director or Chief Operating Officer, is hereby authorized and directed to execute the Definitive Agreements substantially in the form attached hereto, with such changes as such officer deems necessary or appropriate acting upon the advice of counsel, and any and all other documents necessary to effectuate these resolutions and the Reorganization and to take or cause to be taken any and all other actions (including preparing, executing, issuing, delivering and filing any and all instruments, documents and agreements and amendments thereto) and to do any and all other acts or things in the name of and on behalf of TIES as any of them may deem necessary or appropriate in connection with the Reorganization and carrying into effect these resolutions.

RESOLVED FURTHER, that all actions taken to date by any officers of TIES that are consistent with the purpose and intent of these resolutions are hereby in all respects authorized, approved, ratified and confirmed.

RESOLVED FURTHER, that capitalized terms used but not defined herein shall have the meanings set forth in the Definitive Agreements.

The motion for adoption of this resolution was brought by Member

DR. Joshua Swanson, seconded by Member Denise Pontrelli

and upon roll call vote being taken, the following voted in favor thereof:

DR. Joshua Swanson, Dr. Scott Thielman, DR. Deb Henton,
Mike Bash, Denise Pontrelli, David Law

and the following voted against the foregoing resolutions none.

By:


David Law, Chair Executive Committee

Date: July 2, 2018

Exhibit E
TIES Building Assets

TIES Building

All buildings, structures, and improvements located in, on, or about the real property described below, together with any and all easements and other rights appurtenant thereto:

Street Address: 1667 Snelling Ave N., Falcon Heights, MN 55108

Legal Description:

PARCEL 1:

The West 150 feet of the East 160 feet of the North 283 feet of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 21, Township 29, Range 23, West of the Fourth Principal Meridian.

(Registered Property)

PARCEL 2:

The East 250 feet of the North 500 feet except the West 150 feet of the East 160 feet of the North 283 feet of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section Twenty-one (21), Township Twenty-nine (29), Range Twenty-three (23) West of the Fourth Principal Meridian, reserving to the regents of the University of Minnesota a perpetual easement for ingress and egress over all that part of the above described property which is West of Hollywood Court (a street located in "Crossroad Court") and which is between the North line of Hollywood Court extended Westerly, and the South line of Hollywood Court extended Westerly, according to the Government Survey thereof.

(Registered Property)

PARCEL 3:

The Westerly 133 feet of the Northerly 318 feet excepting therefrom that part taken for Larpenteur Avenue, of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter, Section 21, Township 29, Range 23.

PARCEL 4:

The North Half of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter, except the West 1 33 feet thereof, in Section 21, Township 29, Range 23, Ramsey County, Minnesota, except that part taken for Snelling and Larpenteur Avenues.

PARCEL 5:

The part of the West 133.00 feet of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 2 1, Township 29, Range 23, which lies South of the North 318.00 feet thereof, and which lies North of the South 330.00 feet, Ramsey County, Minnesota.

(Registered Property)

TIES Building Assets

- TIES Building (as described above in this Exhibit E); and
- All furniture and fixtures located in the TIES Building (e.g., tables and chairs, file cabinets, cubicle partitions, window coverings, floor coverings, file cabinets). The TIES Building Assets excludes any and all computers, computer and technology systems (including all hardware, software, and related equipment), office equipment and machines, and any other personal property used in connection with, or necessary to, TIES's performance of services and delivery of work product to the Member Districts (collectively, the "TIES Personal Property").

Exhibit F



Member District Payment Summary Sheet

District name:

*District student enrollment: - (A)

Listing of Debts and Liabilities

Amount

Line of credit	\$	-
Salaries and benefits payable		-
Accrued interest payable		-
Due to other governmental units		-
Unearned revenue		-
Capital leases payable		-
Net OPEB liability		-
Total Debts and liabilities	\$	- (B)

Revenue shortfall: \$ - (C)

*Total students enrolled at Member Districts: - (D)

Payment per student enrolled: \$ - (E) = (B+C) / (D)

**Total district payment: \$ - (A)*(E)

* The determination of student enrolled is based on student enrollment numbers reported by districts to MDE as of October 1, 2017. The enrollment figures were taken from the FY17-18 Special Population report. The formula used to determine the student count from the report is as follows: (EC12 Enrollment "All Grades") - (Voluntary Pre-K "PK") = Students Enrolled.

** The initial payment of debts and liabilities is subject to a true up based on audited financial statements as of June 30, 2018. Payment is due by July 27th, 2018.

Schedule 3.1

TIES Disclosure Schedule

None.

TIES
 1667 SNELLING AVE N
 ST PAUL, MN 55108

PHONE: 651-999-6000x
 Email: accounts.receivable@ties.k12.mn.us

Customer Number: 0720

SHAKOPEE PUBLIC SCHOOL DISTRICT
 INDEPENDENT SCHOOL DISTRICT 0720
 1200 TOWN SQUARE MALL
 SHAKOPEE, MN 55379-1384

INVOICE: INV0000938
Date: Jul 03, 2018

Page 1
of 1

Service: INVOICE
Customer PO:
Customer Ph:
Terms: DUE JULY 27, 2018

Due Date: Jul 27, 2018

Service Address:

SHAKOPEE PUBLIC SCHOOL DISTRICT
 INDEPENDENT SCHOOL DISTRICT 0720
 1200 TOWN SQUARE MALL
 SHAKOPEE, MN 55379-1384

Description	Qty	Unit Price	Total Price	Tax
MEMBER DISTRICT CLOSING PAYMENT	8,380.00	19.15	160,451.02	N

Payment instructions:

Please send the check payment for this invoice with the signed Reorganization and Amended Joint Powers agreement in the provided preaddressed envelope sent separately.

Payment is due July 27th 2018.

Total Charges:	160,451.02
Total Tax:	0.00

Total Invoice:	160,451.02
Payments:	0.00
Adjustments:	0.00
Total Due:	160,451.02



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Member District Payment Summary Sheet

District Name:

Shakopee ISD# 720

*District student enrollment: 8,380 (A)

Listing of Debts and Liabilities

Amount

Line of credit	\$	2,218,757	
Salaries and benefits payable		600,000	
Accrued interest payable		65,000	
Due to other governmental units		1,200,000	
Unearned revenue		300,000	
Capital leases payable		954,272	
Net OPEB liability		83,348	
Total Debts and liabilities	\$	5,421,377	(B)

Revenue shortfall: - (C)

*Total students enrolled at Member Districts: 283,146 (D)

Payment per student enrolled: \$ 19.15 (E) = (B+C) / (D)

**Total district payment: \$ 160,451 (A)*(E)

* The determination of student enrolled is based on student enrollment numbers reported by districts to MDE as of October 1, 2017. The enrollment figures were taken from the FY17-18 Special Population report. The formula used to determine the student count from the report is as follows: (EC12 Enrollment "All Grades") - (Voluntary Pre-K "PK") = Students Enrolled.

** The initial payment of debts and liabilities is subject to a true up based on audited financial statements as of June 30, 2018. Payment is due by July 27th, 2018.

**ADDENDUM TO
TIES REORGANIZATION AGREEMENT**

THIS ADDENDUM TO TIES REORGANIZATION AGREEMENT (the “Addendum”) is entered into as of July 27, 2018 by and among Sourcewell, formerly known as National Joint Powers Alliance (“Sourcewell”) which is a public agency and public corporation established by Minnesota Statutes § 123A.21; Technology and Information Educational Services (“TIES”) which is a joint powers entity formed under Minnesota Statutes § 471.59; and the member school districts (the “Member Districts”) of TIES which are identified in Exhibit A to the Reorganization Agreement (each a “Party” and collectively, the “Parties”), and shall be effective as of the Effective Date.

WHEREAS, the Parties have entered into a TIES Reorganization Agreement of even date herewith (the “Reorganization Agreement”) governing the reorganization of TIES’ membership and governance; and

WHEREAS, the Parties desire to supplement and amend the Reorganization Agreement in the manner described herein.

NOW, THEREFORE in consideration of the mutual promises, covenants and agreement herein contained, the Parties hereby agree as follows:

1. Section 1.5.3 of the Reorganization Agreement is hereby deleted in its entirety and replaced with the following:

1.5.3 After the Effective Date, TIES (Sourcewell Technology) will invoice Member Districts a per student fee amount multiplied by student enrollment numbers reported by Member Districts to the Minnesota Department of Education as of October 1, 2017 (the “Initial Building Maintenance Fee,” hereinafter, together with any future invoices to the Member Districts (with the fee amount determined in the same manner based on the most recently available reported student enrollment numbers as of the date of such assessment, collectively, the “Building Maintenance Fee(s)”). The Initial Building Maintenance Fee is anticipated and intended to cover the TIES Building Operating Costs for a period of approximately 12 to 18 months following the Effective Date. The Initial Building Maintenance Fee is an estimate-only and the Member Districts’ liability for the TIES Building Operating Costs shall be based upon the actual TIES Building Operating Costs for such period which are determined by the Building Committee at the time the expense is incurred to be reasonable and necessary, and any additional period, and shall include any Extraordinary Expenses, until the sale of the TIES Building Assets. TIES (Sourcewell Technology) will use reasonable efforts to provide prior notice to the Member Districts of any anticipated additional Building Maintenance Fees or Extraordinary Expenses as soon as and to the extent practical to assist the Member Districts in their budgeting process, provided that such notice period shall not be required to exceed sixty (60) days; and provided, however, that nothing herein shall diminish or reduce the Member Districts’ liability for such Building Maintenance Fees or Extraordinary Expenses.

2. The amount of the Initial Building Maintenance Fee described in Section 1.5.3 of the Reorganization Agreement is \$3.00 per student.

3. Section 1.5.6 of the Reorganization Agreement is hereby deleted in its entirety and replaced with the following:

1.5.6 Upon sale of the TIES Building Assets, the Member Districts shall receive a pro rata share of the Net Proceeds (as hereinafter defined) according to per resident pupil units commensurate with the method by which their pro rata payment amounts under US Bank Financing documents as described in Section 1.5.2 have been calculated. "Net Proceeds" means the net sale proceeds after deduction for payoff of any debt, offset for any outstanding unpaid Building Maintenance Fees and Extraordinary Expenses (allocated only to the extent unpaid by a Member District), and payment of any and all costs associated with the sale of the TIES Building Assets, including without limitation, commissions and brokerage fees, title and survey costs, deed tax, closing fees and any other customary fees paid by a seller in connection with a commercial real estate transaction).

4. The following additional Section 1.5.7 is hereby added to the Reorganization Agreement:

1.5.7 In the event that the debt on the TIES Building is fully satisfied pursuant to the Lease-Purchase Financing prior to the sale or transfer of the TIES Building Assets, the Parties will cooperate in good faith to arrange for the potential transfer of the TIES Building Assets to a joint powers entity controlled by the Member Districts or to take any other actions as the Parties may agree to provide for the ongoing maintenance, operation, and management of the TIES Building Assets. For the avoidance of doubt, satisfaction of the debt on the TIES Building shall not affect or reduce Member Districts' right to receive a pro rata share of the Net Proceeds upon the sale of the TIES Building Assets pursuant to Section 1.5.6 of the Reorganization Agreement.

5. The following additional term is hereby added to the Reorganization Agreement:

Privacy and Security of Member District Data. After the Effective Date, TIES (Sourcewell Technology) shall maintain the privacy and security of Member Districts' educational and student data stored or hosted by TIES (Sourcewell Technology) in connection with the provision of products and services as described in Section 1.8, in accordance with TIES' (Sourcewell Technology) data privacy and security policies as well as the terms of the applicable Master Service Agreement and all other agreements related to the provision of such services by TIES (Sourcewell Technology) to each Member District.

6. Capitalized terms not otherwise defined in this Addendum have the same respective meanings as contained in the Reorganization Agreement.

7. The provisions of the Reorganization Agreement that are not expressly modified by this Addendum shall remain in full force and effect pursuant to their terms.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum by their duly authorized representatives, as of the date first above written.

MEMBER DISTRICTS

The Member Districts identified on Exhibit A to the TIES Reorganization Agreement have each received this Addendum to the TIES Reorganization Agreement and attached it to such agreement. Execution of the joint signature page to the Reorganization Agreement and the Amended Joint Powers Agreement of Sourcewell Technology (f/k/a TIES), together with approval and ratification by each Member District's governing board, shall constitute evidence of each Member District's intent to be bound by the provisions in this Addendum.



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Member District Payment Summary Sheet

District Name: Shakopee ISD# 720

*District student enrollment: 8,380 (A)

Listing of Debts and Liabilities

	<u>Amount</u>	
Line of credit	\$ 2,218,757	
Salaries and benefits payable	600,000	
Accrued interest payable	65,000	
Due to other governmental units	1,200,000	
Unearned revenue	300,000	
Capital leases payable	954,272	
Net OPEB liability	83,348	
Total Debts and liabilities	<u>\$ 5,421,377</u>	(B)

Revenue shortfall: - (C)

*Total students enrolled at Member Districts: 283,146 (D)

Payment per student enrolled: \$ 19.15 (E) = (B+C) / (D)

**Total district payment: \$ 160,451 (A)*(E)

* The determination of student enrolled is based on student enrollment numbers reported by districts to MDE as of October 1, 2017. The enrollment figures were taken from the FY17-18 Special Population report. The formula used to determine the student count from the report is as follows: (EC12 Enrollment "All Grades") - (Voluntary Pre-K "PK") = Students Enrolled.

** The initial payment of debts and liabilities is subject to a true up based on audited financial statements as of June 30, 2018.
Payment is due by July 27th, 2018.



To: School Board

From: Jeff Priess

Date: July 23, 2018

Re: Long Term Facilities Maintenance Revenue (LTFMR)

Action: Board Approval of District's Long-Term Facility Maintenance Ten Year Plan

The School Board must annually approve the Long-Term Facilities Maintenance (LTFM) Ten Year Plan by July 31. Board approval is subsequently submitted to the Department of Education for approval by the Commissioner of Education. Approval of the resolution ensures our participation in the LTFM revenue program, inclusion on the Payable 2019 tax levy, and provides funding for expenditures in the 2019-20 school year.

The ten-year expenditure plan represents a prioritization of deferred maintenance projects needed to protect the public investment in district facilities. The prioritization is done through a physical assessment of all district facilities in coordination with district maintenance staff, building principals and ICS consulting. Expenditures for the 2019-20 school year are estimated at \$2,322,500.

EXTRACT OF MINUTES OF MEETING
OF SCHOOL BOARD OF
SCHOOL DISTRICT #720
SHAKOPEE PUBLIC SCHOOLS
STATE OF MINNESOTA

Pursuant to due call and notice thereof, a School Board meeting of School District No. 720, State of Minnesota, was held on July 23, 2018, at 6:00 PM., for the purpose, in part, of approving the District's Long-Term Facility Maintenance ten-year plan.

Director _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING SCHOOL DISTRICT NO. 720's LONG-TERM FACILITY
MAINTENANCE TEN YEAR PLAN

BE IT RESOLVED by the School Board of School District No. 720, State of Minnesota, as follows:

1. The School Board of School District 720 has approved a long-term facility maintenance ten-year plan for its facilities for the 2019-20 school year in the amount of \$2,322,500. The various components of the ten-year plan are attached.

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

And the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA

I, the undersigned, being the duly qualified and acting Clerk of School District No. 720, State of Minnesota, hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of School District No. 720, held on the date therein indicated, with the original of said minutes on file in my office, and the same is a full, true and complete transcript insofar as the same relates to the approval of School District No. 720's long-term facility maintenance ten-year plan.

WITNESS MY HAND officially as such Clerk this 23rd day of July, 2018.

Clerk
School District No. 720

ICS Consulting, Inc.

3890 Pheasant Ridge Drive N.E., Suite 180
 Blaine, MN 55449
 Ph: (763) 354-2670 / Fax: (763) 780-2866

Memorandum

Date : 7/17/2018
Project: ISD #720 – Shakopee Public Schools LTFM
Subject: Long Term Facility Maintenance (LTFM) Schedule

The following is a summary of projects that have either been completed, are in progress or have been identified for upcoming projects covered under Long Term Facility Maintenance funding. The projects listed have been identified and prioritized with the District staff (Note: all costs shown are total project cost and include all construction costs, consultant fees, review/permit fees and contingency):

Projects Scheduled for Completion Summer 2018 (Fiscal Year 2019):

Health & Safety Items:	\$350,000
Staff Time:	\$85,000
High School LTFM Upgrades (Existing Building Only)	\$850,000
Note: Items listed below reflect scopes of work identified and dollars spent to date:	
• Replace Carpet in Existing Corridors	\$268,968
• Replacement of Existing Lighting to LED	\$273,745
• Replace Carpet in Athletics Corridor with LVT	\$44,917
• Remove Existing Wallcovering and Paint Existing Walls	\$161,986
• Re-Paint Existing Lockers	\$55,110
Cost to Date Subtotal: \$804,726	
Address HVAC Deficiencies at East Middle School *	\$35,000
Address HVAC Deficiencies at Red Oak Elementary *	\$180,000
Address HVAC Deficiencies at WJHS *	\$185,000
Address HVAC Repairs at HS	\$5,000
Repairs to WJHS Pool Deck	\$12,750
Replace Existing Fire Alarm Panel at East Middle School	\$25,500
Pearson 6 th Grade Center Partial Roof (Phase I – Replace Ballasted EPDM)	\$840,000
Note: Low Bid received for Phase I was \$813,600	
TOTAL:	\$2,568,250
AVAILABLE FUNDING:	\$2,793,553
CUMULATIVE BALANCE	\$225,303

Note: Items marked with an asterisks "*" denote building that have been re-commissioned in a previous year. Dollar amounts noted are to address deficiencies identified in those reports.

The following represents the projects planned for next three (3) years that are covered under Long Term Facility Maintenance funding. These have been developed and prioritized with staff under the understanding that priorities in the District may change (Note: all costs shown are total project cost and include all construction costs, consultant fees, review/permit fees and contingency):

Projects Scheduled for Completion Summer 2019 (Fiscal Year 2020):

Health & Safety Items:	\$350,000
Staff Time:	\$85,000
Address HVAC Deficiencies at Sweeney Elementary *	\$72,500
Address HVAC Deficiencies at Sun Path Elementary *	\$95,000
Sweeney Elementary Unit Vent Replacement	\$950,000
Sweeney Elementary Partial Roof Replacement	\$770,000
TOTAL:	\$2,322,500
AVAILABLE FUNDING:	\$2,356,608
CUMULATIVE BALANCE	\$34,108

Note: Items marked with an asterisks "*" denote building that have been re-commissioned in a previous year. Dollar amounts noted are to address deficiencies identified in those reports.


Projects Scheduled for Completion Summer 2020 (Fiscal Year 2021):

Health & Safety Items:	\$350,000
Staff Time:	\$85,000
Address HVAC Deficiencies at Pearson Elementary *	\$92,000
West Junior High School Partial Roof Replacement	\$731,000
Update West Junior High School Air Handlers	\$1,100,000
TOTAL:	\$2,358,000
AVAILABLE FUNDING:	\$2,469,088
CUMULATIVE BALANCE	\$111,088

Note: Items marked with an asterisks "*" denote building that have been re-commissioned in a previous year. Dollar amounts noted are to address deficiencies identified in those reports.

Projects Scheduled for Completion Summer 2021 (Fiscal Year 2022):

Health & Safety Items:	\$350,000
Staff Time:	\$85,000
CFC Improvements (Roofing & Mechanical/Electrical) – Phase I	\$1,350,000
Pearson 6 th Grade Center Partial Roof (Phase II)	\$632,000
TOTAL:	\$2,417,000
AVAILABLE FUNDING:	\$2,469,088
CUMULATIVE BALANCE	\$52,088

 Division of School Finance 1500 Highway 36 West Roseville, MN 55113-4266		Long-Term Facilities Maintenance Ten-Year Expenditure Application										ED - 02478-04
Instructions: Enter estimated expenditures that are allowable uses of Long-Term Facilities Maintenance Revenue under Minnesota Statutes, section 123B.595, subdivision 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code by fiscal year in the space provided.												
District Name: Shakopee Public Schools		District # 720		Date: 23-Jul-17								
District Contact for Questions on this Spreadsheet:		Name: Jeff Priess		Phone #: (952) 496-5011		Email: jpriess@shakopee.k12.mn.us						
Fiscal Year, Ending June 30th -->		2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Estimated Expenditures:												
Health and Safety - this section excludes project costs of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.												
Finance Code	Category											
347	Physical Hazards	\$0	\$32,800	\$32,800	\$32,800	\$32,800	\$32,800	\$32,800	\$32,800	\$32,800	\$32,800	\$32,800
349	Other Hazardous Materials	\$0	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000
352	Environmental Health and Safety Management	\$0	\$99,400	\$99,400	\$99,400	\$99,400	\$99,400	\$99,400	\$99,400	\$99,400	\$99,400	\$99,400
358	Asbestos Removal and Encapsulation	\$0	\$3,100	\$3,100	\$3,100	\$3,100	\$3,100	\$3,100	\$3,100	\$3,100	\$3,100	\$3,100
363	Fire Safety	\$0	\$88,000	\$88,000	\$88,000	\$88,000	\$88,000	\$88,000	\$88,000	\$88,000	\$88,000	\$88,000
366	Indoor Air Quality	\$0	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Total Health and Safety Capital Projects		\$0	\$291,300	\$291,300	\$291,300	\$291,300	\$291,300	\$291,300	\$291,300	\$291,300	\$291,300	\$291,300
Health and Safety - Projects Costing \$100,000 or more per Site/Year												
Finance Code	Category											
358	Asbestos Removal and Encapsulation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
363	Fire Safety	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
366	Indoor Air Quality	\$0	\$143,700	\$143,700	\$143,700	\$143,700	\$143,700	\$143,700	\$143,700	\$143,700	\$143,700	\$143,700
Total Health and Safety Capital Projects \$100,000 or More		\$0	\$143,700	\$143,700	\$143,700	\$143,700	\$143,700	\$143,700	\$143,700	\$143,700	\$143,700	\$143,700
Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151												
Finance Code	Category											
355	Remodeling for prekindergarten (Pre-K) instruction approved by the Commissioner	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accessibility												
Finance Code	Category											
367	Accessibility	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Deferred Capital Expenditures and Maintenance Projects												
Finance Code	Category											
368	Building Envelope	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
369	Building Hardware and Equipment	\$0	\$299,245	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
370	Electrical	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
379	Interior Surfaces	\$0	\$313,885	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
380	Mechanical Systems	\$0	\$405,000	\$1,117,500	\$1,192,000	\$675,000	\$775,000	\$775,000	\$775,000	\$775,000	\$775,000	\$775,000
381	Plumbing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
382	Professional Services and Salary	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
383	Roof Systems	\$0	\$840,000	\$770,000	\$731,000	\$1,307,000	\$1,407,000	\$1,407,000	\$1,407,000	\$1,407,000	\$1,407,000	\$1,407,000
384	Site Projects	\$0	\$275,120	\$0	\$0	\$0	\$150,000	\$250,000	\$349,000	\$449,448	\$549,008	\$648,568
Total Deferred Capital Expense and Maintenance		\$0	\$2,133,250	\$1,887,500	\$1,923,000	\$1,982,000	\$2,332,000	\$2,432,000	\$2,531,000	\$2,631,448	\$2,731,008	\$2,830,568
Total Annual 10 Year Plan Expenditures		\$0	\$2,568,250	\$2,322,500	\$2,358,000	\$2,417,000	\$2,767,000	\$2,867,000	\$2,966,000	\$3,066,448	\$3,166,008	\$3,265,568



To: School Board

From: Jeff Priess

Date: July 23, 2018

Re: Long Term Facilities Maintenance Revenue (LTFMR) **SW Metro Dist. 288**

Action: Board Approval by resolution, of **SW Metro Dist. 288's** Long Term Facility Maintenance Ten Year Plan, and, authorize the inclusion of the proportionate share of revenue in our application.

The 2015 Legislature established a Long-Term Facility Maintenance Revenue (LTFM) program and allows Intermediate District participation provided approval is received from member districts. The Intermediate board approved their LTFM plan for the 2019-20 school year in the amount of \$250,000, of which District No. 720's share is \$67,202.77. Member districts pay their proportionate share of pay-as-you-go projects as indicated on the Cooperative Allocation Form.

EXTRACT OF MINUTES OF MEETING
OF SCHOOL BOARD OF
SCHOOL DISTRICT #____
(City)
STATE OF MINNESOTA

Pursuant to due call and notice thereof, School Board meeting of School District No. _____, State of Minnesota, was held on _____, at _____ pm, for the purpose, in part, of approving the SW Metro Intermediate School District No. 288's Long-Term Facility maintenance budget and authorizing the inclusion of a proportionate share of Intermediate School District's long-term facility maintenance projects in the district's application for long-term facility maintenance.

Director _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING SW METRO INTERMEDIATE SCHOOL DISTRICT NO.
288'S LONG-TERM FACILITY MAINTENANCE PROGRAM BUDGET AND
AUTHORIZING THE INCLUSION OF A PROPORTIONATE SHARE OF THOSE
PROJECTS IN THE DISTRICT'S APPLICATION FOR LONG-TERM FACILITY
MAINTENANCE REVENUE

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

1. The School Board of SW Metro Intermediate School District No. 288 has approved a long-term facility maintenance program budget for its facilities for the 2019-2020 school year in the amount of \$250,000.00. The various components of the program budget are attached as Exhibit A hereto and are incorporated herein by reference. Said budget is hereby approved (Exhibit A)
2. Minnesota Statutes, Section 123B.53, Subdivision 1, as amended, provides that if an intermediate school district's long-term facility maintenance budget is approved by the school boards of each of the intermediate school district's member school districts, each member district may include its proportionate share of the costs of the intermediate school district programming its long-term facility maintenance revenue application.
3. The proportionate share of the cost of the intermediate school district's long-term facility maintenance program for each member school district to be included in its application shall be determined by multiplying the total cost of the intermediate school district long-term facility maintenance program times a percentage that weighs the two components of each member district's portion of the total Special Education Tuition billing and Vocational billing. The long-term facility maintenance costs shall be funded through annual levy instead of issuing bonds. The inclusion of this proportionate share in the district's long-term facility maintenance revenue

application for the fiscal year 2020 is hereby approved, subject to approval by the Commissioner of Education.

4. Upon receipt of the proportionate share of long-term facility maintenance revenue attributable to the intermediate school district program, the district shall promptly pay to the intermediate school district the applicable aid or levy proceeds.

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

And the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA

I, the undersigned, being the duly qualified and acting Clerk of School District No. _____. State of Minnesota, hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of School District No. _____, held on the date therein indicated, with the original of said minutes on file in my office, and the same is a FULL, TRUE AND COMPLETE TRANSCRIPT INsofar AS THE SAME RELATES TO THE APPROVAL OF SW Metro Intermediate School District's long-term facility maintenance projects in the district's application for long-term facility maintenance revenue.

WITNESS MY HAND officially as such Clerk this ____ day of _____, 2018

Clerk

School District No. _____

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 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 Board of School Administrators 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.

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

Cross References: MSBA Service Manual, Chapter 3, Superintendent

Adopted: 1995

MSBA/MASA Model Policy 405

Orig. 1995

Revised: 7/23/18

Rev. 2018

405 VETERAN'S PREFERENCE

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.

II. GENERAL STATEMENT OF POLICY

- A. The school district's policy is to comply with the VPA regarding veteran's preference rights and mandated 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's 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.
 - 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.
 - 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.
 - 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 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. The school district's policy is to use a 100-point hiring system to enable allocation of veteran's 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.
- 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.
 - 1. Incompetency or misconduct must be shown after a hearing, upon due notice, upon stated charges, in writing.
 - 2. 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.

Legal References: Minn. Stat. § 43A.11 (Veteran's Preference)
 Minn. Stat. § 197.455 (Veteran's Preference Applied)
 Minn. Stat. § 197.46 (Veterans Preference Act)
Hall v. City of Champlin, 463 N.W.2d 502 (Minn. 1990)
Young v. City of Duluth, 410 N.W.2d 27 (Minn. Ct. App. 1987)

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

Adopted: 2001

MSBA/MASA Model Policy 425

Orig. 2001

Rev.

Revised: 7/23/18

2018

425 STAFF DEVELOPMENT

I. PURPOSE

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

II. ADVISORY STAFF DEVELOPMENT COMMITTEE AND SITE PROFESSIONAL DEVELOPMENT TEAMS

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

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

2. Members of the Advisory Staff Development Committee shall be appointed by the school board. Committee members shall serve a two-year term* based upon nominations by board members, teachers, and paraprofessionals. The school board shall appoint replacement members of the Advisory Staff Development Committee as soon as possible following the resignation, death, serious illness, or removal of a member from the Committee.

B. The school board will establish the Site Professional Development Teams.

1. Members of the Site Professional Development Teams will be appointed by the school board. Team members shall serve a two-year term* based upon nominations by board members, teachers, and paraprofessionals. The school board shall appoint replacement members of the Site Professional Development Teams as soon as possible following the resignation, death, serious illness, or removal of a member from the Team.

* This time period may be changed to accommodate individual school district needs.

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

III. DUTIES OF THE ADVISORY STAFF DEVELOPMENT COMMITTEE

- A. The Advisory Staff Development Committee will develop a Staff Development Plan which will be reviewed and subject to approval by the school board twice a year.*
- B. The Staff Development Plan must contain the following elements:
 1. Staff development outcomes which are consistent with the education outcomes as may be determined periodically by the school board;
 2. The means to achieve the Staff Development outcomes;
 3. The procedures for evaluating progress at each school site toward meeting educational outcomes consistent with relicensure requirements under Minn. Stat. § 122A.18, Subd. 4;
 4. Ongoing staff development activities that contribute toward continuous improvement in achievement of the following goals:
 - a. Improve student achievement of state and local education standards in all areas of the curriculum, including areas of regular academic and applied and experiential learning, by using research-based best practices methods;
 - b. Effectively meet the needs of a diverse student population, including at-risk children, children with disabilities, English learners, and gifted children, within the regular classroom, applied and experiential learning settings, and other settings;
 - c. Provide an inclusive curriculum for a racially, ethnically, linguistically, and culturally diverse student population that is consistent with state education diversity rule and the district's education diversity plan;
 - d. Improve staff collaboration and develop mentoring and peer

* This time period may be changed to accommodate individual school district needs.

coaching programs for teachers new to the school or district;

- e. Effectively teach and model violence prevention policy and curriculum that address early intervention alternatives, issues of harassment, and teach nonviolent alternatives for conflict resolution;
- f. Effectively deliver digital and blended learning and curriculum and engage students with technology; and
- g. Provide teachers and other members of site-based management teams with appropriate management and financial management skills.

5. The Staff Development Plan also must:

- a. Support stable and productive professional communities achieved through ongoing and schoolwide progress and growth in teaching practice;
- b. Emphasize coaching, professional learning communities, classroom action research, and other job-embedded models;
- c. Maintain a strong subject matter focus premised on students' learning goals consistent with Minn. Stat. § 120B.125;
- d. Ensure specialized preparation and learning about issues related to teaching English learners and students with special needs by focusing on long-term systemic efforts to improve educational services and opportunities and raise student achievement; and
- e. Reinforce national and state standards of effective teaching practice.

6. Staff development activities must:

- a. Focus on the school classroom and research-based strategies that improve student learning;
- b. Provide opportunities for teachers to practice and improve their instructional skills over time;
- c. Provide opportunities for teachers to use student data as part of their daily work to increase student achievement;
- d. Enhance teacher content knowledge and instructional skills, including to accommodate the delivery of digital and blended learning and curriculum and engage students with technology;

- e. Align with state and local academic standards;
 - f. Provide opportunities to build professional relationships, foster collaboration among principals and staff who provide instruction, and provide opportunities for teacher-to-teacher mentoring;
 - g. Align with the plan, if any, of the district or site for an alternative teacher professional pay system;
 - h. Provide teachers of English learners, including English as a second language, and content teachers with differentiated instructional strategies critical for ensuring students long-term academic success, the means to effectively use assessment data on the academic literacy, oral academic language, and English language development of English learners, and skills to support native and English language development across the curriculum; and
 - i. Provide opportunities for staff to learn about current workforce trends, the connections between workforce trends and postsecondary education, and training options, including career and technical education options.
7. Staff development activities may include curriculum development and curriculum training programs and activities that provide teachers and other members of site-based teams training to enhance team performance.
8. The school district may implement other staff development activities required by law and activities associated with professional teacher compensation models.
- C. The Advisory Staff Development Committee will assist Site Professional Development Teams in developing a site plan consistent with the goals and outcomes of the Staff Development Plan.
- D. The Advisory Staff Development Committee will evaluate staff development efforts at the site level and will report to the school board on a quarterly basis* the

* This time period may be changed to accommodate individual school district needs.

extent to which staff at the site have met the outcomes of the Staff Development Plan.

- E. The Advisory Staff Development Committee shall assist the school district in preparing any reports required by the Department of Education relating to staff development including, but not limited to, the reports referenced in Section VII. below.

IV. DUTIES OF THE SITE PROFESSIONAL DEVELOPMENT TEAM

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

V. STAFF DEVELOPMENT FUNDING

- A. Unless the school district is in statutory operating debt or a majority of the school board and a majority of its licensed teachers annually vote to waive the requirement to reserve basic revenue for staff development, the school district will reserve an amount equal to at least two percent of its basic revenue for: in-service education for violence prevention programs to help students learn how to resolve conflicts within their families and communities in non-violent, effective ways; staff development plans; curriculum development and programs; other in-service education; teachers' workshops; teacher conferences; the cost of substitute teachers for staff development purposes; preservice and in-service education for special education professionals and paraprofessionals; and other related costs for staff development efforts. The school district also may use the revenue reserved for staff development for grants to the school district's teachers to pay for coursework and training leading to certification as either a college in the schools teacher or a concurrent enrollment teacher. In order to receive a grant, the teacher must be enrolled in a program that includes coursework and training focused on teaching a core subject.
- B. The school district may, in its discretion, expend an additional amount of unreserved revenue for staff development based on its needs.
- C. Release time provided for teachers to supervise students on field trips and school activities, or independent tasks not associated with enhancing the teacher's knowledge and instructional skills, such as preparing report cards, calculating

grades, or organizing classroom materials, may not be counted as staff development time that is financed with staff development reserved revenue under Minn. Stat. § 122A.61.

VI. PROCEDURE FOR USE OF STAFF DEVELOPMENT FUNDS

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

VII. REPORTING

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

* This time period may be changed to accommodate individual school district needs.

- b. Staff development training models, workshops, and conferences; and
- c. The cost of releasing teachers or providing substitute teachers for staff development purposes.

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

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

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

Cross References:

Adopted: 1995

MSBA/MASA Model Policy 515

Orig. 1995

Revised: 7/23/18

Rev. 2018

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

I. PURPOSE

The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 U.S.C. § 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)) 34 C.F.R. Part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and Minn. Rules Parts 1205.0100-1205.2000.

III. DEFINITIONS

A. Authorized Representative

“Authorized representative” means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

B. Biometric Record

“Biometric record,” as referred to in “Personally Identifiable,” means a record of one or more measurable biological or behavioral characteristics that can be used for authorized recognition of an individual (e.g., fingerprints, retina and iris patterns, voice prints, DNA sequence, facial characteristics, and handwriting).

C. Dates of Attendance

“Dates of attendance,” as referred to in “Directory Information,” means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, satellite, internet or other electronic communication technologies for students who

are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

D. Directory Information

“Directory information” means information contained in an education record of a student which would not generally be considered harmful or an invasion of privacy if disclosed. It includes, but is not limited to: the student's name, address, telephone listing, electronic mail address, photograph, date and place of birth, major field of study, dates of attendance, grade level, enrollment status (i.e., full-time or part-time), participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received, and the most recent educational agency or institution attended. It also includes the name, address, and telephone number of the student's parent(s). Directory information does not include:

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

[Note: This definition includes all of the types of information specifically referenced by state and federal law as directory information. A school district may choose not to designate some or all of the enumerated information as directory information. A school district also may add to the list of directory information, as long as the added data is not information that generally would be deemed as an invasion of privacy or information that references the student's religion, race, color, social position, or nationality. Federal law now allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. The identity of

those parties and/or purposes should be identified. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. Designation of directory information is an important policy decision for the local school board which must balance not only the privacy interests of the student against public disclosure but also the additional administrative requirements such restrictions on disclosures will place on the school district.]

E. Education Records

1. What constitutes “education records.” Education records means those records which: (1) are directly related to a student; and (2) are maintained by the school district or by a party acting for the school district.
2. What does not constitute an education record. The term, “education records,” does not include:
 - a. Records of instructional personnel which:
 - (1) are in the sole possession of the maker of the record; and
 - (2) are not accessible or revealed to any other individual except a substitute teacher; and
 - (3) are destroyed at the end of the school year.
 - b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:
 - (1) maintained separately from education records;
 - (2) maintained solely for law enforcement purposes; and
 - (3) disclosed only to law enforcement officials of the same jurisdiction.
 - c. Records relating to an individual, including a student, who is employed by the school district which:
 - (1) are made and maintained in the normal course of business;
 - (2) relate exclusively to the individual in that individual’s capacity as an employee; and
 - (3) are not available for use for any other purpose.

However, these provisions shall not apply to records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student.

- d. Records relating to an eligible student, or a student attending an institution of post-secondary education, which are:
 - (1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;
 - (2) made, maintained, or used only in connection with the provision of treatment to the student; and
 - (3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.
- e. Records that only contain information about an individual after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

F. Eligible Student

"Eligible student" means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

G. Juvenile Justice System

"Juvenile justice system" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

H. Legitimate Educational Interest

"Legitimate educational interest" includes interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to:

- 1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;
- 2. Perform a supervisory or instructional task directly related to the student's

education; or

3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid.
4. Perform a task directly related to responding to a request for data.

I. Parent

“Parent” means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

J. Personally Identifiable

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

K. Record

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

L. Responsible Authority

“Responsible authority” means superintendent and/or principal.

M. Student

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

from the school district.

N. School Official

“School official” includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

[Note: School districts may wish to reference police liaison officers in the definition of a “school official.” Depending on the circumstances of the relationship, this may be added in subpart (d) of the definition or in a new subpart (e). Caution should be used to ensure that police liaison officers are considered “school officials” only when performing duties as a police liaison officer. Consultation with the school district’s legal counsel is recommended.]

O. Summary Data

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

P. Other Terms and Phrases

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

IV. GENERAL CLASSIFICATION

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

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

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

1. The right to inspect and review the student's education records;
2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;
4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;
6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the location set forth in Section XXI. of this policy.

B. Eligible Students

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

C. Disabled Students

The school district shall follow 34 C.F.R. §§ 300.610-300.617 with regard to the confidentiality of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

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

student, except as provided herein.

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

authorizing to be disclosed;

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

6. Eligible Student Consent

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

B. Prior Consent for Disclosure Not Required

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

- 1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;
- 2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:
 - a. performs an institutional service or function for which the school district would otherwise use employees;
 - b. is under the direct control of the school district with respect to the use and maintenance of education records; and

- c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made.
3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act and Policy 529 Staff Notification of Violent Behavior by Students and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minn. Stat. § 260B.171, unless the data are required to be destroyed under Minn. Stat. § 120A.22, Subd. 7(c) or § 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records which have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;
4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;
5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
 - a. determine eligibility for the aid;
 - b. determine the amount of the aid;
 - c. determine conditions for the aid; or
 - d. enforce the terms and conditions of the aid.

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

6. To state and local officials or authorities to whom such information is

specifically allowed to be reported or disclosed pursuant to state statute adopted:

- a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or
 - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers.
7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 U.S.C. § 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 U.S.C. § 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;
11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the

school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the school district has designated as “directory information” pursuant to Section VII. of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;
15. To the parent of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
 - a. the following information about a student must be disclosed: a student’s full name, home address, telephone number, date of birth; a student’s school schedule, daily attendance record, and photographs, if any; and any parents’ names, home addresses, and telephone numbers;
 - b. the existence of the following information about a student, not the actual data or other information contained in the student’s education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a

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

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

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minn. Stat. § 260B.171, Subd. 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individual need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;
20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minn. Stat. § 260B.171, Subd. 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may

also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

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

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements.
22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in section 450b of Title 25), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization

to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

C. Nonpublic School Students

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

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

VII. RELEASE OF DIRECTORY INFORMATION

A. Classification

Directory information is public except as provided herein.

B. Former Students

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

C. Present Students and Parents

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

1. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:
 - a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
 - b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and
 - c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

[Note: Federal law now allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. If the school district chooses to impose these limitations, it is advisable to add a new paragraph VII.C.1.d. which specifies that disclosures of directory information will be limited to specific parties and/or for specific purposes and identify those parties and/or purposes. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. This is an important policy decision for the local school board which must balance not only the privacy interests of the student against public disclosure, but also the additional administrative requirements such restrictions will place on the school district.]

2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of this policy.
3. A parent or eligible student may not opt out of the directory information disclosures to:
 - a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or
 - b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.

4. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

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

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

E. Duration

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

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

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

B. Private Records Not Accessible to Parent

In certain cases state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be

accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:
 - a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
 - b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
 - c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
 - d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and
 - e. whether the data concerns medical, dental or other health services provided pursuant to Minn. Stat. §§ 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

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

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

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

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minn. Stat. § 626.556, written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minn. Stat. § 626.556, Subd. 11.

Regardless of whether a written report is made under Minn. Stat. § 626.556, Subd. 7, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

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

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

school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;

- b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
- c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.

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

D. Chemical Abuse Records

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

X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING

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

XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS

A. The school district will release the names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

B. Data released to military recruiting officers under this provision:

- 1. may be used only for the purpose of providing information to students about military service, state and federal veterans’ education benefits, and other career and educational opportunities provided by the military; and
- 2. cannot be further disseminated to any other person except personnel of the

recruiting services of the armed forces.

- C. A parent or eligible student has the right to refuse the release of the name, address, or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority in writing each year. The written request must include the following information:
1. Name of student and parent, as appropriate;
 2. Home address;
 3. Student's grade level;
 4. School presently attended by student;
 5. Parent's legal relationship to student, if applicable;
 6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
 7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
- E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

XII. LIMITS ON REDISCLOSURE

- A. Redisclosure

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

B. Redisclosure Not Prohibited

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

[Note: 42 U.S.C. § 14071 was repealed. School districts should retain this statutory reference, however, as it remains a reference in FERPA and the Minnesota Government Data Practices Act and still may apply to individuals required to register prior to the repeal of this law.]

C. Classification of Disclosed Data

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

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information

under Section VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 C.F.R. § 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in § 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

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

B. Record Security

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

C. Plan for Securing Student Records

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

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

D. Review of Written Plan for Securing Student Records

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

attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record with the education records of the student which indicates:
 - a. the parties who have requested or received personally identifiable information from the education records of the student;
 - b. the legitimate interests these parties had in requesting or obtaining the information; and
 - c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.
2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:
 - a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
 - b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
 - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 C.F.R. § 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.
3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has

ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18. U.S.C. § 2332b(g)(5)(B) or an act of domestic or international terrorism.

[Note: While Section XIII.E.1. does not apply to requests for or disclosures of directory information under Section VII. of this policy, to the extent the school district chooses to limit the disclosure of directory information to specific parties, for specific purposes, or both, it is advisable that records be kept to identify the party to whom the disclosure was made and/or purpose for the disclosure.]

4. The record of requests of disclosures may be inspected by:
 - a. the parent of the student or the eligible student;
 - b. the school official or his or her assistants who are responsible for the custody of the records; and
 - c. the parties authorized by law to audit the record-keeping procedures of the school district.
5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:
 - a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and
 - b. the parties to whom the school district disclosed the information.
6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

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

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

B. Response to Request for Access

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

C. Right to Inspect and Review

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

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

D. Form of Request

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

E. Collection of Student Records

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

F. Records Containing Information on More Than One Student

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

G. Authority to Inspect or Review

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

H. Fees for Copies of Records

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

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

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

amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.
2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.
3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

B. Right to a Hearing

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

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

thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

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

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minn. Stat. Ch. 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- B. Data practices compliance official means *[designate title and actual name of individual]*.
- C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

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

B. Content of Complaint

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

XVIII. WAIVER

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

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

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

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing

education records to other school officials whom the school district has determined to have legitimate educational interests; and

6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

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

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

C. Notification to Parents or Eligible Students Who are Disabled

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

XX. DESTRUCTION AND RETENTION OF RECORDS

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

XXI. COPIES OF POLICY

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Sharing Disposition Order and Peace Officer Records)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)

18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7908 (Armed Forces Recruiting Information)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273, 122 S.Ct. 2268, 153 L.Ed. 2d
309 (2002)

Cross References: MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect
or Physical or Sexual Abuse)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside
Agencies)
MSBA/MASA Model Policy 520 (Student Surveys)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 906 (Community Notification of Predatory
Offenders)
MSBA Service Manual, Chapter 13, School Law Bulletin “I” (School
Records – Privacy – Access to Data)

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Rev. 2018

Revised: 7/23/18

601 GOALS AND OBJECTIVES OF THE EDUCATIONAL PROGRAM

I. PURPOSE

The purpose of this policy is to establish broad curriculum parameters for the school district that encompass the Minnesota Graduation Standards and federal law and are aligned with creating the world's best workforce.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to establish the "world's best workforce" in which all learning in the school district should be directed and for which all school district learners should be held accountable.

III. DEFINITIONS

- A. "Academic standard" means a summary description of student learning in a required content area or elective content area.
- B. "Benchmark" means specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.
- C. "Curriculum" means district or school adopted programs and written plans for providing students with learning experiences that lead to expected knowledge, skills, and career and college readiness.
- D. "Instruction" means methods of providing learning experiences that enable students to meet state and district academic standards and graduation requirements.
- E. "Performance measures" are measures to determine school district and school site progress in striving to create the world's best workforce and must include at least the following:
 - 1. the size of the academic achievement gap and rigorous course taking, including college-level advanced placement, international baccalaureate, postsecondary enrollment options, including concurrent enrollment, other rigorous courses of study or industry certification courses or programs, and enrichment experiences by student subgroup;
 - 2. student performance on the Minnesota Comprehensive Assessments;
 - 3. high school graduation rates; and

4. career and college readiness under Minn. Stat. § 120B.30, Subd. 1.

- F. “World’s best workforce” means striving to: meet school readiness goals; have all third-grade students achieve grade-level literacy; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.
- G. “Experiential learning” means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, other cooperative work experience, youth apprenticeship, or employment

IV. LONG-TERM STRATEGIC PLAN

- A. The school board, at a public meeting, shall adopt a comprehensive, long-term strategic plan to support and improve teaching and learning that is aligned with creating the world’s best workforce and includes the following:
1. clearly defined school district and school site goals and benchmarks for instruction and student achievement for all nine student categories identified under the federal 2001 No Child Left Behind Act and two student gender categories of male and female;
 2. a process to assess and evaluate each student’s progress toward meeting state and local academic standards, assess and identify students for participation in gifted and talented programs and accelerate their instruction, adopt procedures for early admission to kindergarten or first grade of gifted and talented learners which are sensitive to under-represented groups, and identify-the strengths and weaknesses of instruction in pursuit of student and school success and curriculum affecting students’ progress and growth toward career and college readiness and leading to the world’s best workforce;
 3. a system to periodically review and evaluate the effectiveness of all instruction and curriculum, taking into account strategies and best practices, student outcomes, principal evaluations under Minn. Stat. § 123B.147, Subd. 3, students’ access to effective teachers who are members of populations under-represented among the licensed teachers in the district or school and who reflect the diversity of enrolled students under Minn. Stat. § 120B.35, Subd. 3(b)(2), and teacher evaluations under Minn. Stat. § 122A.40, Subd. 8, or 122A.41, Subd. 5;
 4. strategies for improving instruction, curriculum, and student achievement, including the English and, where practicable, the native language development and the academic achievement of English learners;
 5. a process to examine the equitable distribution of teachers and strategies to

ensure low-income and minority children are not taught at higher rates than other children by inexperienced, ineffective, or out-of-field teachers;

6. education effectiveness practices that integrate high-quality instruction, rigorous curriculum, technology, and a collaborative professional culture that develops and supports teacher quality, performance, and effectiveness; and
7. an annual budget for continuing to implement the school district plan.

B. School district site and school site goals shall include the following:

1. All students will be required to demonstrate essential skills to effectively participate in lifelong learning.* These skills include the following:
 - a. reading, writing, speaking, listening, and viewing in the English language;
 - b. mathematical and scientific concepts;
 - c. locating, organizing, communicating, and evaluating information and developing methods of inquiry (i.e., problem solving);
 - d. creative and critical thinking, decision making, and study skills;
 - e. work readiness skills;
 - f. global and cultural understanding.
2. Each student will have the opportunity and will be expected to develop and apply essential knowledge that enables that student to:
 - a. live as a responsible, productive citizen and consumer within local, state, national, and global political, social, and economic systems;
 - b. bring many perspectives, including historical, to contemporary issues;
 - c. develop an appreciation and respect for democratic institutions;
 - d. communicate and relate effectively in languages and with cultures other than the student's own;
 - e. practice stewardship of the land, natural resources, and environment;
 - f. use a variety of tools and technology to gather and use information, enhance learning, solve problems, and increase human productivity.
3. Students will have the opportunity to develop creativity and self-expression through visual and verbal images, music, literature, world languages,

movement, and the performing arts.

4. School practices and instruction will be directed toward developing within each student a positive self-image and a sense of personal responsibility for:

- a. establishing and achieving personal and career goals;
- b. adapting to change;
- c. leading a healthy and fulfilling life, both physically and mentally;
- d. living a life that will contribute to the well-being of society;
- e. becoming a self-directed learner;
- f. exercising ethical behavior.

5. Students will be given the opportunity to acquire human relations skills necessary to:

- a. appreciate, understand, and accept human diversity and interdependence;
- b. address human problems through team effort;
- c. resolve conflicts with and among others;
- d. function constructively within a family unit;
- e. promote a multicultural, gender-fair, disability-sensitive society

C. Every child is reading at or above grade level no later than the end of grade 3, including English learners, and teachers provide comprehensive, scientifically based reading instruction, including a program or collection of instructional practices that is based on valid, replicable evidence showing that, when the programs or practices are used, students can be expected to achieve, at a minimum, satisfactory reading progress. The program or collection of practices must include, at a minimum, effective, balanced instruction in all five areas of reading (phonemic awareness, phonics, fluency, vocabulary development, and reading comprehension), as well as instructional strategies for continuously assessing, evaluating, and communicating the student's reading progress and needs.

1. The school district shall identify, before the end of kindergarten, grade 1, and grade 2, students who are not reading at grade level before the end of the current school year. Reading assessments in English and in the predominant languages of district students, where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of English learners. The school district must use locally

adopted, developmentally appropriate, and culturally responsive assessment.

2. At least annually, the school district must give the parent of each student who is not reading at or above grade level timely information about:
 - a. student's reading proficiency as measured by a locally adopted assessment
 - b. reading-related services currently being provided to the student; and
 - c. strategies for parents to use at home in helping their students succeed in becoming grade-level proficient in reading English and their native languages.
3. For each student who is not reading at or above grade level, the school district shall provide reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year. Intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs. Intervention methods may include, but are not limited to, requiring attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended day programs, or programs that strengthen students' cultural connections.

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Legal References: Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations for Minnesota Students)
Minn. Stat. § 120B.11 (School District Process)
Minn. Stat. § 120B.12 (Reading Proficiently no Later than the End of Grade 3)
Minn. Stat. § 120B.30, Subd. 1 (Statewide Testing and Reporting System)
Minn. Stat. § 120B.35, Subd. 3 (Student Academic Achievement and Growth)
Minn. Stat. § 122A.40, Subd. 8 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.147, Subd. 3 (Principals)
20 U.S.C. § 5801, et seq. (National Education Goals 2000)
20 U.S.C. § 6301, et seq. (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Basic Standards Testing, Accommodations, Modifications, and Exemptions for IEP, Section 504 Accommodation, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)

601-5

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604 INSTRUCTIONAL CURRICULUM

I. PURPOSE

The purpose of this policy is to provide for the development of course offerings for students.

II. GENERAL STATEMENT OF POLICY

A. Instruction must be provided in at least the following subject areas:

1. language arts and basic communication skills, including reading and writing, literature, and fine arts;
2. mathematics and science;
3. social studies, including history, geography, economics, government, and citizenship that includes civics (see II.I.);
4. health and physical education;
5. the arts;
6. career and technical education; and
7. world languages.

B. The basic instructional program shall include all courses required for each grade level by the Minnesota Department of Education and all courses required in all elective subject areas. The instructional approach will be nonsexist and multicultural.

C. Elementary and middle schools shall offer at least three, and require at least two, of the following four art areas: dance, music, theater, and visual arts. High schools shall offer at least three, and require at least one, of the following five art areas: media arts, dance, music, theater, and visual arts.

D. The school board, at its discretion, may offer additional courses in the instructional program at any grade level.

E. Each instructional program shall be planned for optimal benefit taking into consideration the financial condition of the school district and other relevant factors. Each program plan should contain goals and objectives, materials, minimum student competency levels, and methods for student evaluation.

- F. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to instructional curriculum.
- G. The school district will provide onetime cardiopulmonary resuscitation (CPR) and automatic external defibrillator (AED) instruction as part of its grade 7 to 12 curriculum for all students in that grade beginning in the 2014-2015 school year and later.
 - 1. In the school district's discretion, training and instruction may result in CPR certification.
 - 2. CPR and AED instruction must include CPR and AED training that have been developed:
 - a. by the American Heart Association or the American Red Cross and incorporate psychomotor skills to support the instruction; or
 - b. using nationally recognized, evidence-based guidelines for CPR and incorporate psychomotor skills to support the instruction. "Psychomotor skills" means hands-on practice to support cognitive learning; it does not mean cognitive-only instruction and training.
 - 3. The school district may use community members such as emergency medical technicians, paramedics, police officers, firefighters, and representatives of the Minnesota Resuscitation Consortium, the American Heart Association, or the American Red Cross, among others, to provide instruction and training.
 - 4. A school administrator may waive this curriculum requirement for a high school transfer student regardless of whether or not the student previously received instruction under this section, an enrolled student absent on the day the instruction occurred under this section, or an eligible student who has a disability.
- H. The school district shall assist all students by no later than grade 9 to explore their educational college and career interests, aptitudes, and aspirations and develop a plan for a smooth and successful transition to postsecondary education or employment. All students' plans must:
 - 1. provide a comprehensive plan to prepare for and complete career and college-ready curriculum by meeting state and local academic standards and developing career and employment-related skills such as team work, collaboration, creativity, communication, critical thinking, and good work habits;
 - 2. emphasize academic rigor and high expectations;

3. help students identify interests, aptitudes, aspirations, and personal learning styles that may affect their career and college-ready goals and postsecondary education and employment choices;
4. set appropriate career and college-ready goals with timelines that identify effective means for achieving those goals;
5. help students access education and career options;
6. integrate strong academic content into career-focused courses and applied and experiential learning opportunities and integrate relevant career-focused courses and applied and experiential learning opportunities into strong academic content;
7. help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarship;
8. help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students' transitions to postsecondary education and employment and provide students with applied and experiential learning opportunities; and
9. be reviewed and revised at least annually by the student, the student's parent or guardian, and the school district to ensure that the student's course-taking schedule keeps the student making adequate progress to meet state and local academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial course work.

The school district may develop grade-level curricula or provide instruction that introduces students to various careers, but must not require any curriculum, instruction, or employment-related activity that obligates an elementary or secondary student to involuntarily select or pursue a career, career interest, employment goals, or related job training.

Educators must possess the knowledge and skills to effectively teach all English learners in their classrooms. School districts must provide appropriate curriculum, targeted materials, professional development opportunities for educators, and sufficient resources to enable English learners to become career and college-ready.

When assisting students in developing a plan for a smooth and successful transition to postsecondary education and employment, school districts must

recognize the unique possibilities of each student and ensure that the contents of each student's plan reflect the student's unique talents, skills, and abilities as the student grows, develops, and learns.

- I. A student enrolled in a public school must correctly answer at least 30 of 50 civics test questions. A school or district may record on a student's transcript that the student answered at least 30 of 50 civics test questions correctly.

1. "Civics test questions" means 50 of the 100 questions that, as of January 1, 2015, United States citizenship and immigration services officers use to select the questions they pose to applicants for naturalization so the applicants can demonstrate their knowledge and understanding of the fundamentals of United States history and government, as required by federal law. The Learning Law and Democracy Foundation, in consultation with Minnesota civics teachers, must select by July 1 each year 50 of the 100 questions under this paragraph to serve as the state's civics test questions for the proximate school year and immediately transmit the 50 selected civics test questions to MDE and to the Legislative Coordinating Commission, which must post the 50 questions it receives on the Minnesota's Legacy website by August 1 of that year.

2. A school or district may exempt a student with disabilities from this requirement if the student's individualized education program team determines the requirement is inappropriate and establishes an alternative requirement.

3. A school or district may administer the civics test questions in a language other than English to students who qualify for English learner services.

4. Schools and districts may administer civics test questions as part of the social studies curriculum.
5. A district must not prevent a student from graduating or deny a student a high school diploma for failing to correctly answer at least 30 of 50 civics test questions.
6. The school district cannot charge a fee related to this requirement.

Legal References: Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.022 (Elective Standards)
Minn. Stat. § 120B.125 (Planning for Students’ Successful Transition to Postsecondary Education and Employment; Involuntary Career Tracking Prohibited)
Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)

Cross References: MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 605 (Alternative Programs)

Adopted: 5-14-07

MSBA/MASA Model Policy 607

Orig. 1995

Revised: 7/23/18

Rev. 2018

607 ORGANIZATION OF GRADE LEVELS

I. PURPOSE

The purpose of this policy is to address the grade level organization of schools within the school district.

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to address the groupings of grade levels as recognized in Minnesota Statute, as follows:

Elementary: Kindergarten – Grade 5

Middle School: Grades 6 - 8

High School: Grades 9-12

B. The superintendent may seek school board approval to administer certain programs on a nongraded basis or a design different from that indicated. Program proposals that seek school board approval must meet all state requirements and reflect the rationale for the modification.

III. DEFINITIONS

“Kindergarten” means a program, designed for students five years of age on September 1 of the calendar year in which the school year commences, that prepares students to enter first grade the following school year.

Legal References: Minn. Stat. § 120A.05, Subds. 9, 10a, 11, 13, 17 (Public Schools)
Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School Districts)

Adopted: 6-11-07

MSBA/MASA Model Policy 609

Orig. 1995

Revised: 7/23/18

Rev. 2018

609 RELIGION

I. PURPOSE

The purpose of this policy is to identify the status of religion as it pertains to the programs of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall neither promote nor disparage any religious belief or nonbelief. Instead, the school district encourages all students and employees to have appreciation for and tolerance of each other's views.
- B. The school district also recognizes that religion has had and is having a significant role in the social, cultural, political, and historical development of civilization.
- C. The school district recognizes that one of its educational objectives is to increase its students' knowledge and appreciation of music, art, drama, and literature, some of which may have had a religious basis or origin.
- D. The school district supports the inclusion of religious music, art, drama, and literature in the curriculum and in school activities provided it is intrinsic to the learning experience and is presented in an objective manner without sectarian indoctrination.
- E. The historical and contemporary values and the origin of various religions, holidays, customs and beliefs may be explained in an unbiased and nonsectarian manner.

III. RESPONSIBILITY

- A. It shall be the responsibility of the superintendent to ensure that the study of religious materials, customs, beliefs and holidays in the school district is in keeping with the following guidelines:
 - 1. The proposed activity must have a secular purpose.
 - 2. The primary objective of the activity must be one that neither advances nor inhibits religion.
 - 3. The activity must not foster excessive governmental relationships with religion.
 - 4. Notwithstanding the foregoing guidelines, reasonable efforts will be made to accommodate any student who wishes to be excused from attendance at school

for the purpose of off-campus religious activities, religious instruction or observance of religious holidays.

5. In-school religious observation shall not interfere with instruction or classroom attendance.
- B. The superintendent is granted authority to develop and present for school board review and approval directives and guidelines for the purpose of providing further guidance relative to the teaching of materials related to religion.

Legal References:

U. S. Const., amend. I
Minn. Stat. § 120A.22, Subd. 12(3) (Compulsory Instruction)
Minn. Stat. § 120A.35 (Absence From School for Religious Observance)
Minn. Stat. § 121A.10 (Moment of Silence)
Good News Club v. Milford Central School, 533 U.S. 98, 121 S.Ct. 2093, 150 L.Ed.2d 151 (2001)
Santa Fe Indep. Sch. Dist. v. Doe, 530 U.S. 290, 120 S.Ct. 2266 (2000)
Tangipahoa Parish Bd. of Educ. v. Freiler, 530 U.S. 1251, 120 S.Ct. 2706 (2000)
Lemon v. Kurtzman, 403 U.S.602, 91 S.Ct. 2105, 29 L.Ed.2d 745 (1971)
Child Evangelism Fellowship v. Minneapolis Special Sch. Dist. No. 1, 690 F.3d 996 (8th Cir. 2012)
Wigg v. Sioux Falls Sch. Dist., 382 F.3d 807 (8th Cir. 2004)
Doe v. School Dist. of City of Norfolk, 340 F.3d 605 (8th Cir. 2003)
Stark v. Independent Sch. Dist. No. 640, 123 F.3d 1068 (8th Cir. 1997)
Florey v. Sioux Falls Sch. Dist. 49-5, 619 F.2d 1311 (8th Cir. 1980)
Roark v. South Iron R-1 Sch. Dist., 573 F.3d 556 (8th Cir. 2009)
Child Evangelism Fellowship v. Elk River Area Sch. Dist. No. 728, 599 F.Supp.2d 1136 (D. Minn. 2009)
LeVake v. Independent Sch. Dist. No. 656, 625 N.W.2d 502 (Minn. App. 2001)
Minn. Op. Atty. Gen. 169-J (Feb. 14, 1968)
Minn. Op. Atty. Gen. 169-K (Oct. 21, 1949)
Minn. Op. Atty. Gen. 63 (1940) Minn. Op. Atty. Gen. 120 (1924)
Minn. Op. Atty. Gen. 121 (1924)

Cross References: MSBA/MASA Model Policy 801 (Equal Access to School Facilities)

Adopted: 9-25-06

MSBA/MASA Model Policy 612.1

Orig. 1996

Revised: 7-23-18

Rev. 2018

612.1 DEVELOPMENT OF PARENT AND FAMILY ENGAGEMENT POLICIES FOR TITLE I PROGRAMS

I. PURPOSE

The purpose of this policy is to encourage and facilitate involvement by parents of students participating in Title I in the educational programs and experiences of students. The policy shall provide the framework for organized, systematic, ongoing, informed, and timely parental involvement in relation to decisions about the Title I services within the school district. The involvement of parents by the school district shall be directed toward both public and private school children whose parents are school district residents or whose children attend school within the boundaries of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to plan and implement, with meaningful consultation with parents of participating children, programs, activities, and procedures for the in its Title I programs.
- B. The policy of the school district is to fully comply with 20 U.S.C. § 6318 which requires the school district to develop jointly with, agree upon with, and distribute to parents of children participating in Title I programs written parent and family engagement policies.

III. DEVELOPMENT OF DISTRICT LEVEL POLICY

The school board will direct the administration to develop jointly with, agree upon with, and distribute to parents and family members of participating children a written and family engagement policy that will be incorporated into the school district's Title I plan. The policy will establish the expectations for meaningful parent and family involvement and describe how the school district will:

- A. Involve parents and family members in the joint development of the school

district's Title I plan and the development of support and improvement plans;

- B. Provide the coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools within the school district in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education;
- C. Coordinate and integrate parent and family engagement strategies with similar strategies, to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs;
- D. Conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the parent and family engagement policy in improving the academic quality of the schools served, including identifying barriers to greater participation by parents in parental involvement activities (with particular attention to—parents who are economically disadvantaged, disabled, have limited English proficiency, have limited literacy, or who are of a racial or ethnic minority background); the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and strategies to support successful school and family interactions;
- E. Use the findings of such evaluations to design evidence-based strategies for more effective parental involvement and to revise, if necessary, the district-level and school-level parent and family engagement policies; and
- F. Involve parents in the activities of the schools, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents or family members served by the school district to adequately represent the needs of the population served by the school district for the purposes of developing, revising, and reviewing the parent and family engagement policy.

IV. DEVELOPMENT OF SCHOOL LEVEL POLICY

The school board will direct the administration of each school to develop (or amend an existing parental involvement policy) jointly with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents and families, that shall describe the means for carrying out the federal requirements of parent and family engagement. Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand. Such policy shall be made available to the local community and updated periodically to meet the changing

needs of parents and the school.

- A. The policy will describe the means by which each school with a Title I program will:
1. Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation in Title I programs, and to explain to parents of participating children the program, its requirements, and their right to be involved;
 2. Offer a flexible number of meetings, such as meetings in the morning or evening, and may provide with Title I funds transportation, child care, or home visits, as such services relate to parental involvement;
 3. Involve parents in an organized, ongoing, and timely way in the planning, review, and improvement of the parental involvement programs, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the school-wide program plan, except that if a school has in place a process for involving parents in the joint planning and design of the school's programs, the school may use that process, if such process includes an adequate representation of parents of participating children;
 4. Provide parents of participating children with: timely information about Title I programs; a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards; if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible; and
 5. If the school-wide program plan is not satisfactory to the parents of participating children, submit any parent's comments on the plan when it is submitted to the school district.
- B. As a component of this policy, each school shall jointly develop with parents a school/parent compact which outlines how parents, staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children

achieve the state's high standards. The compact shall:

1. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to meet state student academic achievement standards;
 2. Describe the ways each parent will be responsible for supporting his or her child's learning by volunteering in his or her child's classroom and participating, as appropriate, in decisions relating to his or her child's education and use of extracurricular time.
 3. Address the importance of communication between teachers and parents on an on-going basis through the use of:
 - a. Annual parent-teacher conferences to discuss the compact and the child's achievement;
 - b. Frequent progress reports to the parents; and
 - c. Reasonable access to staff, opportunities to volunteer, participate in the child's class, and observe in the child's classroom.
 - d. Ensuring regular two-way, meaningful communication between family members and school staff and, to the extent practicable, in a language that family members can understand.
- C. To ensure effective involvement of parents and to support a partnership among the school, parents, and community to improve student academic achievement, the policy will describe how each school and the school district will:
1. Provide assistance to participating parents in understanding such topics as the state's academic content standards and state academic achievement standards, state and local academic assessments, Title I requirements, and how to monitor a child's progress and work with educators to improve the achievement of their children;
 2. Provide materials and training to assist parents in working with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement;
 3. Educate school staff, with the assistance of parents, in the value and utility of contributions of parents and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and school;

4. Coordinate and integrate parental involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children to the extent feasible and appropriate;
 5. Ensure, to the extent practicable, that information about school and parent meetings, programs, and activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand; and
 6. Provide such other reasonable support for parental involvement activities as requested by parents.
- D. The policy will also describe the process to be taken if the school district and school choose to:
1. Involve parents in the development of training for school staff to improve the effectiveness of such training;
 2. Provide necessary literacy training with funds received under Title I programs if all other funding has been exhausted;
 3. Pay reasonable and necessary expenses associated with parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions;
 4. Train parents to enhance the involvement of other parents;
 5. Arrange meetings at a variety of times or conduct in-home conferences between teachers or other educators, who work directly with participating children, and parents who are unable to attend such conferences at school in order to maximize parental involvement and participation in school-related activities;
 6. Adopt and implement model approaches to improving parental involvement;
 7. Develop appropriate roles for community-based organizations and business in parental involvement activities; and
 8. Establish a district-wide parent advisory council to provide advice on all matters related to parental involvement in Title I program.
 9. To carry out the requirements of parent and family engagement, the school

district and schools, to the extent practicable, will provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports in a format and, to the extent practicable, in a language that is understandable by the parents.

- E. The school district and each school shall inform parents and parent organizations of the existence of family engagement in education programs.

The policies will be updated periodically to meet the changing needs of parents and the school.

Legal References: 20 U.S.C. § 6318 (Parent and Family Engagement)

Cross References:

Adopted: 1995

MSBA/MASA Model Policy 701

Orig. 1995

Revised: 7/23/18

Rev. 2018

701 ESTABLISHMENT AND ADOPTION OF SCHOOL DISTRICT BUDGET

I. PURPOSE

The purpose of this policy is to establish lines of authority and procedures for the establishment of the school district's revenue and expenditure budgets.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to establish its revenue and expenditure budgets in accordance with the applicable provisions of law. Budget planning is an integral part of program planning so that the annual budget will effectively express and implement school board goals and the priorities of the school district.

III. REQUIREMENT

- A. The superintendent or such other school official as designated by the superintendent or the school board shall each year prepare preliminary revenue and expenditure budgets for review by the school board or its designated committee or committees. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for the school district for the next fiscal year and make such adjustments in the expenditure budget as necessary to carry out the education program within the revenues projected.
- B. The school district must maintain separate accounts to identify revenues and expenditures for each building. Expenditures shall be reported in compliance with Minn. Stat. § 123B.76.
- C. Prior to July 1 of each year, the school board shall approve and adopt its initial revenue and expenditure budgets for the next school year. The adopted expenditure budget document shall be considered the school board's expenditure authorization for that school year. No funds may be expended for any purpose in any school year prior to the adoption of the budget document which authorizes that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year.
- D. Each year, the school district shall publish its adopted revenue and expenditure budgets for the current year, the actual revenues, expenditures, and fund balances

for the prior year, and the projected fund balances for the current year in the form prescribed by the Commissioner within one week of the acceptance of the final audit by the school board, or November 30, whichever is earlier. A statement shall be included in the publication that the complete budget in detail may be inspected by any resident of the school district upon request to the superintendent. A summary of this information and the address of the school district's official website where the information can be found must be published in a newspaper of general circulation in the school district. At the same time as this publication, the school district shall publish the other information required by Minn. Stat. § 123B.10.

- E. At the public hearing on the adoption of the school district's proposed property tax levy, the school board shall review its current budget and the proposed property taxes payable in the following calendar year.
- F. The school district must also post the materials specified in Paragraph III.D. above on the school district's official website, including a link to the school district's school report card on the Minnesota Department of Education's website, and publish a summary of information and the address of the school district's website where the information can be found in a qualified newspaper of general circulation in the district.

IV. IMPLEMENTATION

- A. The school board places the responsibility for administering the adopted budget with the superintendent. The superintendent may delegate duties related thereto to other school officials, but maintains the ultimate responsibility for this function.
- B. The program-oriented budgeting system will be supported by a program-oriented accounting structure organized and operated on a fund basis as provided for in Minnesota statutes through the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS).
- C. The superintendent or the superintendent's designee is authorized to make payments of claims or salaries authorized by the adopted or amended budget prior to school board approval.
- D. Supplies and capital equipment can be ordered prior to budget adoption only by authority of the school board. If additional personnel are provided in the proposed budget, actual hiring may not occur until the budget is adopted unless otherwise approved by the school board. Other funds to be expended in a subsequent school year may not be encumbered prior to budget adoption unless specifically approved by the school board.
- E. The school district shall make such reports to the Commissioner as required relating to initial allocations of revenue, reallocations of revenue, and expenditures of funds.

Legal References: Minn. Stat. § 123B.10 (Publication of Financial Information)
Minn. Stat. § 123B.76 (Expenditures; Reporting)
Minn. Stat. § 123B.77 (Accounting, Budgeting, and Reporting Requirements)

Cross References: MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)
MSBA Service Manual, Chapter 7, Education Funding

Adopted: 1996

MSBA/MASA Model Policy 805

Orig. 1996

Revised: 7/23/18

Rev.

2018

805 WASTE REDUCTION AND RECYCLING

[Note: The obligations stated in this policy are substantial and are virtually all governed by statute. Accordingly, you will see statutory references throughout the policy. Obviously a school district may choose to add obligations by policy.]

I. PURPOSE

The purpose of this policy is to establish a resource recovery program to promote the reduction of waste, the separation and recovery of recyclable and reusable commodities, the procurement of recyclable commodities and commodities containing recycled materials, the disposition of waste materials and surplus property, and the establishment of a program of education to develop an awareness of environmentally sound waste management. (Minn. Stat. § 115A.15, Subd. 1)

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to comply with all state laws relating to waste management and to make resource conservation an integral part of the physical operations and curriculum of the school district.

III. DEFINITIONS

- A. “Lamp recycling facility” means a facility operated to remove, recover, and recycle for reuse mercury or other hazardous materials from fluorescent or high intensity discharge lamps. (Minn. Stat. § 116.93, Subd. 1)
- B. “Mixed municipal solid waste” means garbage, refuse, and other solid waste that is aggregated for collection but does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams. (Minn. Stat. § 115A.03, Subd. 21)
- C. “Packaging” means a container and any appurtenant material that provide a means of transporting, marketing, protecting, or handling a product and includes pallets and packing such as blocking, bracing, cushioning, weatherproofing, strapping, coatings, closures, inks, dyes, pigments, and labels. (Minn. Stat. § 115A.03, Subd. 22b)
- D. “Postconsumer materials” means a finished material that would normally be discarded as a solid waste having completed its life cycle as a consumer item.

(Minn. Stat. § 115A.03, Subd. 24b)

- E. “Rechargeable battery” means a sealed nickel-cadmium battery, a sealed lead acid battery, or any other rechargeable battery, except certain dry cell batteries or a battery exempted by the Commissioner of the Pollution Control Agency (PCA) (Commissioner). (Minn. Stat. § 115A.9157)
- F. “Recyclable commodities” means materials, pieces of equipment, and parts which are not reusable but which contain recoverable resources. (Minn. Stat. § 115A.15, Subd. 1a(a))
- G. “Recyclable materials” means materials that are separated from mixed municipal solid waste for the purpose of recycling or composting, including paper, glass, plastics, metals, automobile oil, batteries, source-separated compostable materials, and sole source food waste streams that are managed through biodegradative processes. Refuse-derived fuel or other material that is destroyed by incineration is not a recyclable material. (Minn. Stat. § 115A.03, Subd. 25a)
- H. “Recycling” means the process of collecting and preparing recyclable materials and reusing the materials in their original form that do not cause the destruction of recyclable materials in a manner that precludes further use. (Minn. Stat. § 115A.03, Subd. 25b)
- I. “Resource conservation” means the reduction in the use of water, energy, and raw materials. (Minn. Stat. § 115A.03, Subd. 26a)
- J. “Reusable commodities” means materials, pieces of equipment, parts, and used supplies which can be reused for their original purpose in their existing condition. (Minn. Stat. § 115A.15, Subd. 1a(b))
- K. “Source-separated compostable materials” means materials that:
 - 1. are separated at the source by waste generators for the purpose of preparing them for use as compost;
 - 2. are collected separately from mixed municipal solid waste and are governed by state licensing provisions;
 - 3. are comprised of food wastes, fish and animal waste, plant materials, diapers, sanitary products, and paper that is not recyclable because the Commissioner has determined that no other person is willing to accept the paper for recycling;
 - 4. are delivered to a facility to undergo controlled microbial degradation to yield a humus-like product meeting the PCA’s class I or class II, or equivalent, compost standards and where process rejects do not exceed 15 percent by weight of the total material delivered to the facility; and
 - 5. may be delivered to a transfer station, mixed municipal solid waste

processing facility, or recycling facility only for the purposes of composting or transfer to a composting facility, unless the Commissioner determines that no other person is willing to accept the materials.

(Minn. Stat. § 115A.03, Subd. 32a)

- L. “Waste reduction” or “source reduction” means an activity that prevents generation of waste or the inclusion of toxic materials in waste, including:
1. reusing the product in its original form;
 2. increasing the life span of a product;
 3. reducing material or the toxicity of material used in production or packaging; or
 4. changing procurement, consumption, or waste generation habits to result in smaller quantities or lower toxicity of waste generated.

(Minn. Stat. § 115A.03, Subd. 36b)

IV. WASTE DISPOSAL

- A. The school district will attempt to decrease the amount of waste consumable materials by:
1. reduction of the consumption of consumable materials whenever practicable;
 2. full utilization of materials prior to disposal;
 3. minimization of the use of non-biodegradable products whenever practicable.
- B. Each school district facility shall also collect at least three recyclable materials, such as, but not limited to, the following: paper, glass, plastic, and metal. (Minn. Stat. § 115A.151)
- C. The school district will transfer all recyclable materials collected to a recycler and, to the extent practicable, cooperate with, and participate in, recycling efforts being made by the city and/or county where the school district is located. (Minn. Stat. § 115A.151)
- D. Prior to entering into a contract for the management of mixed municipal solid waste, the school district will determine whether the disposal method provided for in the contract is equal to or better than the waste management practices currently employed in the county or district plan in the county where the school district is located and whether the contract is consistent with the solid waste plan. If the

waste management method provided for in the contract is ranked lower than the waste management practices employed by the county or district, the school district will:

1. determine the potential liability to the school district and its taxpayers for managing waste in this manner;
2. develop and implement a plan for managing the potential liability; and
3. submit the information in (1) and (2) above to the PCA.

If the contract is inconsistent with the county plan or if the school district's waste management activities are inconsistent with the county plan, the school district should obtain the consent of the county prior to entering into a binding contract or developing or implementing inconsistent solid waste management activities. (Minn. Stat. § 115A.46, Subd. 5; Minn. Stat. § 115A.471; Minn. Stat. § 458D.07, Subd. 4)

E. The school district may not knowingly place motor oil, brake fluid, power steering fluid, transmission fluid, motor oil filters, or motor vehicle antifreeze (other than small amounts of antifreeze contained in water used to flush the cooling system of a vehicle after the antifreeze has been drained and does not include de-icer that has been used on the exterior of a vehicle) in or on:

1. solid waste or solid waste management facilities other than a recycling facility or household hazardous waste collection facility;
2. the land unless approved by the PCA; or
3. the waters of the state, an individual sewage treatment system, or in a storm water or waste water collection or treatment system unless:
 - a. permitted to do so by the operator of the system and the PCA;
 - b. the school district generates an annual average of less than 50 gallons of waste motor vehicle antifreeze per month; and
 - c. the school district keeps records of the amount of waste antifreeze generated, maintains these records on site and makes the records available for inspection for a minimum of three years following generation of the waste antifreeze.

(Minn. Stat. § 115A.916)

F. The school district may not place mercury or a thermostat, thermometer, electric switch, appliance, gauge, medical or scientific instrument, fluorescent or high-intensity discharge lamp, electric relay, or other electrical device from which the mercury has not been removed for reuse or recycling:

1. in solid waste; or
2. in a wastewater disposal system.

(Minn. Stat. § 115A.932, Subd. 1(a))

G. The school district may not knowingly place mercury or a thermostat, thermometer, electric switch, appliance, gauge, medical or scientific instrument, fluorescent or high-intensity discharge lamp, electric relay, or other electrical device from which the mercury has not been removed for reuse or recycling:

1. in a solid waste processing facility; or
2. in a solid waste disposal facility.

(Minn. Stat. § 115A.932, Subd. 1(b))

H. The school district will recycle a fluorescent or high-intensity discharge lamp by delivery of the lamp to a lamp recycling facility or to a facility that collects and stores lamps for the purpose of delivering them to a lamp recycling facility, including, but not limited to, a household hazardous waste collection or recycling facility, retailer take-back and utility provider program sites, or other sites designated by an electric utility under Minn. Stat. § 216B.241, Subds. 2 and 4. (Minn. Stat. § 115A.932, Subd. 1(c))

I. The school district may not place a lead acid battery in mixed municipal solid waste or dispose of a lead acid battery. The school district also may not place in mixed municipal solid waste a dry cell battery containing mercuric oxide electrode, silver oxide electrode, nickel-cadmium, or sealed lead-acid that was purchased for use or used by the school district. The school district also may not place in mixed municipal solid waste a rechargeable battery, a rechargeable battery pack, a product with a nonremovable rechargeable battery, or a product powered by rechargeable batteries or rechargeable battery pack, from which all batteries or battery packs have not been removed. (Minn. Stat. § 115A.915; Minn. Stat. § 115A.9155, Subd. 1; Minn. Stat. § 115A.9157, Subd. 2)

J. The school district may not place yard waste:

1. in mixed municipal solid waste;
2. in a disposal facility;
3. in a resource recovery facility, except for the purposes of reuse, composting, or cocomposting; or
4. in a plastic bag unless exempt as specified in Minn. Stat. § 115A.931(c), (d), or (e).

(Minn. Stat. § 115A.931)

- K. The school district may not place a telephone directory:
 - 1. in solid waste;
 - 2. in a disposal facility; or
 - 3. in a resource recovery facility, except a recycling facility.

(Minn. Stat. § 115A.951, Subd. 2)

- L. The school district may not:
 - 1. place major appliances in mixed municipal solid waste; or
 - 2. dispose of major appliances in or on the land or in a solid waste processing or disposal facility.

(Minn. Stat. § 115A.9561)

- M. The school district may not place in mixed municipal solid waste an electronic product containing a cathode-ray tube. (Minn. Stat. § 115A.9565)
- N. The school district, on its own or in cooperation with others, may implement a program to collect, process, or dispose of household batteries. The school district may provide financial incentives to any person, including public or private civic groups, to collect the batteries. (Minn. Stat. § 115A.961, Subd. 3)

V. PROCUREMENT OF RECYCLED COMMODITIES AND MATERIALS

- A. When practicable and when the price of recycled materials does not exceed the price of nonrecycled materials by more than 10 percent, the school district may purchase recycled materials. In order to maximize the quantity and quality of recycled materials purchased, the school district may also use other appropriate procedures to acquire recycled materials at the most economical cost to the school district. (Minn. Stat. § 16C.073, Subd.3(a))
- B. When purchasing commodities and services, the school district will apply and promote waste management practices with special emphasis on the reduction of the quantity and toxicity of materials in waste. (Minn. Stat. § 16C.073, Subd. 3(b))
- C. Whenever practicable, the school district will:
 - 1. purchase uncoated copy paper, office paper, and printing paper unless the coated paper is made with at least 50 percent postconsumer material;

2. purchase recycled content copy paper with at least 30 percent postconsumer material by weight and purchase office and printing paper with at least 10 percent postconsumer material by weight;
3. purchase paper which has not been dyed with colors, excluding pastel colors;
4. purchase recycled content copy, office, and printing paper that is manufactured using little or no chlorine bleach or chlorine derivatives;
5. use reusable binding materials or staples and bind documents by methods that do not use glue;
6. use soy-based inks;
7. purchase printer or duplication cartridges that:
 - a. have 10 percent post-consumer material; or
 - b. are purchased as remanufactured; or
 - c. are backed by a vendor-offered program that will take back the printer cartridges after their useful life, ensure that the cartridges are recycled, and comply with the definition of recycling in Minn. Stat. § 115A.03, Subd. 25b;
8. produce reports, publications, and periodicals that are readily recyclable;
9. purchase paper which has been made on a paper machine located in Minnesota; and
10. print documents on both sides of the paper where commonly accepted publishing practices allow.

(Minn. Stat. § 16C.073, Subd. 2)

- a. The school district may not use a specified product included on the prohibited products list published in the State Register. (Minn. Stat. § 115A.9651)
- b. In developing bid specifications, the school district will consider the extent to which a commodity or product is durable, reusable or recyclable, and marketable through applicable local or regional recycling programs and the extent to which the commodity or product contains postconsumer material. (Minn. Stat. § 16C.073, Subd. 3(b))
- c. When a project involves the replacement of carpeting, the school district may require all persons who wish to bid on the project to designate a carpet recycling

company in their bids. (Minn. Stat. § 16C.073, Subd. 3(b))

d. OTHER

The policy of the school district is to actively advocate, where appropriate, for resource conservation practices to be adopted at the local, regional, and state levels.

Legal References: Minn. Stat. § 16C.073 (Purchase and Use of Paper Stock; Printing)
Minn. Stat. § 115A.03 (Definitions)
Minn. Stat. § 115A.15 (State Government Resource Recovery)
Minn. Stat. § 115A.151 (State and Local Facilities)
Minn. Stat. § 115A.46 (Requirements)
Minn. Stat. § 115A.471 (Public Entities; Management of Solid Waste)
Minn. Stat. § 115A.915 (Lead Acid Batteries; Land Disposal Prohibited)
Minn. Stat. § 115A.9155 (Disposal of Certain Dry Cell Batteries)
Minn. Stat. § 115A.9157 (Rechargeable Batteries and Products)
Minn. Stat. § 115A.916 (Motor Vehicle Fluids and Filters; Prohibitions)
Minn. Stat. § 115A.931 (Yard Waste Prohibition)
Minn. Stat. § 115A.932 (Mercury Prohibition)
Minn. Stat. § 115A.951 (Telephone Directories)
Minn. Stat. § 115A.9561 (Major Appliances)
Minn. Stat. § 115A.9565 (Cathode-Ray Tube Prohibition)
Minn. Stat. § 115A.961, Subd. 3 (Household Batteries; Collection, Processing, and Disposal)
Minn. Stat. § 115A.9651 (Listed Metals in Specified Products, Enforcement)
Minn. Stat. § 116.93, Subd. 1 (Lamp Recycling Facilities)
Minn. Stat. § 216B.241, Subds. 2 and 4 (Energy Conservation Improvement)
Minn. Stat. § 458D.07 (Sewage Collection and Disposal)
National Solid Waste Management Ass'n v. Williams, et al., 966 F.Supp. 844 (D. Minn. 1997)

Cross References:

**EMPLOYMENT AGREEMENT
FOR THE SUPERINTENDENT OF SCHOOLS
OF INDEPENDENT SCHOOL DISTRICT #720**

**ARTICLE I
PURPOSE**

This Contract is entered into between Independent School District No. 720, Shakopee, Minnesota, hereinafter referred to as the School District, and Gary Anger, hereinafter referred to as the Superintendent, a legally qualified and licensed Superintendent who agrees to perform the duties of Superintendent of the School District. This Contract replaces all previous contracts entered into between the School District and Gary Anger.

**ARTICLE II
APPLICABLE STATUE**

This Contract is entered into between the School District and the Superintendent in conformance with M.S. § 123B.143.

**ARTICLE III
LICENSE**

The Superintendent shall furnish the School Board, throughout the life of this Contract, a valid and appropriate license to act as Superintendent in the State of Minnesota as provided by applicable laws, rules and regulations.

**ARTICLE IV
DURATION, EXPIRATION, TERMINATION DURING THE TERM, MUTUAL CONSENT, AND
CONTINGENCY**

Section 1. Duration :

This Contract is for a term of two (2) years commencing July 1, 2018, and ending June 30, 2020. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Superintendent, or unless terminated as provided in this Contract.

Section 2. Expiration:

This Contract shall expire at the end of the term specified in Section 1 above. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Superintendent shall cease, unless a subsequent Contract is entered into in accordance with M.S. § 123B.143, Subd.1.

Section 3. Termination During the Term:

The Superintendent's employment may be terminated during the term of this Contract only for cause as defined in M.S. § 122A.40, Subd. 9. and Subd. 13 but, except for purposes of describing grounds for discharge, the provisions of M.S. § 122A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent during the term of this Contract for cause as described in M.S. § 122A.40, Subd. 9. or Subd.13., it shall notify the Superintendent in writing of the proposed grounds for termination. The Superintendent shall be entitled to a hearing before an arbitrator provided the Superintendent makes such a request in writing to the School Board Chair within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services (BMS) for a list of

five (5) arbitrators. The parties through the normal striking process as provided by BMS rules shall select the arbitrator. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to judicial review of arbitration decisions as provided by the law. The Superintendent may be suspended with pay by the School Board pending final determination by the arbitrator. If the Superintendent fails to request a hearing as provided in this section within the fifteen (15) day calendar period, he shall be deemed to have acquiesced to the School Board's proposed action, and the proposed action shall become final on such date determined by the School Board, and the Superintendent shall have no further claim or recourse.

Section 5. Mutual Consent:

This Contract may be terminated at any time by mutual consent of the School Board and the Superintendent.

ARTICLE V
DUTIES

The Superintendent shall have charge of the administration of the schools under the direction of the School Board. The Superintendent shall be the chief executive officer of the School District; shall direct and assign teachers and other School District employees under the Superintendent's supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the School District subject to the approval of the School Board; shall select all personnel subject to the approval of the School Board; shall, from time to time, suggest policies, regulations, rules, and procedures deemed necessary for the School District; and, in general, perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the School Board from time to time. The Superintendent shall abide by the policies, regulations, rules and procedures established by the School Board and all State and Federal law.

The Superintendent shall have the right to attend all School Board meetings and all School Board and citizen committee meetings, serve as an ex-officio member of the School Board and all School Board committees, and provide administrative recommendations on each item of business considered by each of these groups.

ARTICLE VI
DUTY YEAR AND LEAVES

Section 1. Basic Work Year:

The Superintendent's duty year shall be for the entire twelve (12) month Contract year, and the Superintendent shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The Superintendent shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

Section 2. Vacation:

The Superintendent shall earn twenty-five (25) working days of annual paid vacation with a maximum accrual of forty-five (45) days. Upon termination of employment, the Superintendent will be paid the regular daily rate of pay derived from the Superintendent's annual salary, divided by two hundred sixty (260) days for each accrued vacation day unused.

Section 3.Holidays:

The Superintendent shall be entitled to eleven (11) paid holidays each Contract year as designated by the School Board. The Superintendent may choose that two (2) of the holidays be designated as "floating" and be taken when he wishes.

New Year's Day	Thanksgiving Day	New Year's Eve
Memorial Day	Friday after Thanksgiving Day	
Independence Day	Christmas Eve	
Labor Day	Christmas	

Section 4. Sick Leave:

On July 1st of each contract year the Superintendent shall be credited with an additional eighteen (18) days of sick leave.

Section 5.Workers' Compensation:

Pursuant to M.S. Chapter 176, the Superintendent injured on the job in the service of the School District and collecting workers' compensation insurance may elect to apply accumulated sick leave credits to make up the difference between the Worker's Compensation payment and his current salary. Deductions from sick leave will be made on a prorated basis according to the supplementary payments to the Superintendent. In no event shall the additional compensation paid the Superintendent result in the payment of total daily, weekly, or monthly compensation in excess of such Superintendent's basic salary.

Section 6.Emergency Leave:

The Superintendent may be granted paid emergency leave at the discretion of the School Board. Unless the School Board directs otherwise, the School Board Chair may grant the leave on behalf of the Board.

Section 7.Disability:

If the Superintendent is unable to perform his regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School District shall provide additional paid sick leave at a salary equal to fifty (50) percent of the Superintendent's regular salary until the expiration of the waiting period for long-term disability insurance.

Section 8. Medical Leave:

Pursuant to M.S. § 122A.40, Subd.12. the Superintendent shall have a right to a leave of absence for health reasons.

Section 9.Bereavement Leave:

The Superintendent shall be granted bereavement leave for a death within the Superintendent's immediate or close family. The time utilized shall be in an amount to be determined after conferring with the School Board Chair. Days utilized will be deducted from the Superintendent's sick leave. "Immediate family" is defined as the Superintendent's spouse, child, parent, grandparent, grandchild, brother, sister, in-law relations, or other relative who was living in the same household as the Superintendent.

Section 10.Insurance Application:

A Superintendent on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The Superintendent shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to the School District the monthly premium in advance. In the event the Superintendent is on paid leave from the School District under Section 4 above or

supplemented by sick leave pursuant to Section 5 above, the School District will continue insurance contributions as provided in this Contract until sick leave is exhausted. Thereafter, the Superintendent must pay the entire premium for any insurance retained.

ARTICLE VII INSURANCE

Section 1. Health and Hospitalization, and Dental Insurance:

The School District shall provide the Superintendent and the Superintendent's dependents a \$21,500 allowance to cover the cost of health and hospitalization and dental insurance coverage under the School District's group health and hospitalization and dental insurance plans. If the cost of insurance selected is less than the allowance, the Superintendent shall receive the difference as additional salary up to the amount of \$21,500. If the cost of the plans is greater than the allowance, the additional cost shall be deducted from regular salary. The choice of the specific School District health and hospitalization and dental plan shall be made by the Superintendent.

In the event this Contract will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Contract between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District. The amount of any reduction in the School District's contribution toward the Superintendent's healthcare benefits as a result of addressing the "highly compensated employee" component of the ACA will be placed into salary.

Section 2. Life Insurance:

The School District shall provide, at its own expense, group term life insurance for the Superintendent under the School District's group term life insurance plan at an amount of coverage equal to three (3) times the Superintendent's annual salary, payable to the Superintendent's named beneficiary(ies).

Section 3. Long-Term Disability Insurance:

The School District shall provide, at its own expense, long-term disability insurance for the Superintendent under the School District's group long-term disability insurance plan.

The Superintendent, when receiving compensation under long-term disability, may elect to apply accumulated sick leave credits to make up the difference between long-term disability payment and his current salary. Deductions from sick leave will be made on a prorated basis according to the supplementary payments to the Superintendent. In no event shall the additional compensation paid the Superintendent result in the payment of total daily, weekly, or monthly compensation in excess of such Superintendent basic salary.

Section 4. Liability Insurance:

The School District shall provide, at its own expense, liability insurance naming the Superintendent as an insured, along with the School District, in an amount not less than that, which is required by law for the School District.

Section 5: Eligibility:

The eligibility of the Superintendent and the Superintendent's dependent(s) and beneficiary(ies) for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this article.

Section 5. Claims Against the School District:

The School District's only obligation is to purchase the insurance policies described in this article, and no claim shall be made against the School District as a result of denial of insurance benefits by an insurer if the School District has purchased the policies and paid the premium described in this article.

ARTICLE VIII OTHER BENEFITS

Section 1. Tax Sheltered Annuities:

The Superintendent shall be eligible to participate in a tax sheltered annuity plan through payroll deduction established pursuant to Section 403 (b) of the Internal Revenue Code of 1986, M.S. § 123B.02, qubd.15., School District policy, and as otherwise provided by law.

The Superintendent shall be entitled to a matching School District contribution to the Minnesota Deferred Compensation Plan (M.S. § 352.96 and 356.24 (a) (4) or a Tax Sheltered Annuity (M.S. § 356.24 and Internal Revenue Code 403(b)). The match shall equal up to 2.5% of the salary. In no case shall the match total more than the amount allowable under the law or IRS rule. If the amount of the matching 2.5% is above the level allowed by law for the matching programs, the difference will be given to the Superintendent as taxable salary.

Section 2. Automobile Expenses:

The School District shall provide the Superintendent with a monthly allowance of three hundred dollars (\$300) for business use of his private vehicle pursuant to M.S. § 471.665, Subd. 3.

Section 3. Health Savings Plan:

The Superintendent shall be eligible to participate in a Health Savings Plan.

Section 4. Conference and Meetings:

The Board recognizes the importance of encouraging the Superintendent to attend or participate in educational conferences or meetings as a necessary part of professional growth. The Superintendent is encouraged to attend appropriate professional meetings at the local, state and national level, the expenses of such attendance to be paid by the District. The Board expects the Superintendent to continue his professional development on an annual basis and expects him to participate in relevant learning experiences consistent with the budget adopted by the Board. The Superintendent shall file an itemized expense statement with the Business Services Director of the District, to be processed as provided by law. The Superintendent shall report to the Board on the content of the meetings and conferences he will be attending or has attended.

ARTICLE IX SALARY

The Superintendent shall be paid an annual salary of \$189,000 for the 2018-19 Contract year and \$193,000 for the 2019-2020 Contract year.

ARTICLE X OTHER PROVISIONS

Section 1. Other Activities:

While the Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, he may also serve as a consultant, lecture, engage in teaching, writing and speaking activities, and to engage in other activities if determined by the School Board Chair, such activities do not impede the

Superintendent's ability to perform the duties of the superintendency. If during the normal work day time used for such outside activities exceeds four (4) hours per day, the time in excess of four (4) hours per day shall be reported as vacation.

Section 2. Indemnification and Provision of Counsel:

In the event that an action is brought or a claim is made against the Superintendent arising out of or in connection with his employment and the Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in M.S. Chapter 466.

If, in the opinion of the Superintendent or School Board, a conflict exists as regards the defense to such claim between the legal position of the Superintendent and the legal position of the District, the Superintendent may engage a separate counsel, in which case the district or the district's insurer shall indemnify the Superintendent for the necessary and reasonable cost of legal defense.

Section 3. Dues:

The Superintendent is encouraged to belong to and participate in appropriate professional, educational, economic development, community, and civic organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues for such organizations as are required, directed, or permitted by Minnesota Statute or School Board policy. The Superintendent shall present appropriate statements for approval as provided by law or school board policy.

Section 4. Business Expenses:

The Superintendent shall be reimbursed for reasonable business expenses incurred in the performance of his duties, subject to the approval of the School Board Chair or designee.

Section 6. Medical Examination:

The Superintendent shall have a comprehensive medical examination not less than once every two years. A summary document from the physician certifying the fitness of the Superintendent to perform the duties of the position shall be provided to the School Board Chair, which shall be kept confidential to the extent provided by law. The cost of said examination not covered by the School District's insurance program shall be paid by the School District.

Section 7. Performance Review:

The School Board shall conduct an annual performance review between January and June of each Contract year.

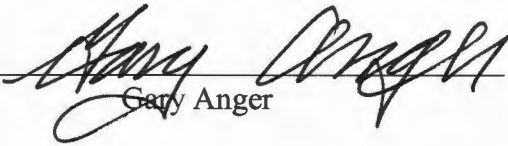
Section 8. Amendments:

This Contract may be amended by mutual written agreement of the parties.

ARTICLE XI SEVERABILITY

The provisions of this Contract shall be severable, and if any such provision or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Contract or the application of any provisions thereof.

IN WITNESS WHEREOF, I have subscribed my signature this 9th day of July, 2018.



Gary Anger

FOR THE SCHOOL DISTRICT:

IN WITNESS WHEREOF, we have subscribed our signatures this 9th day of July, 2018.

School Board Chair

School Board Clerk

Shakopee Public Schools Projected 2018-19 Enrollment

School	17-18 EOY	7/19/2018
K		117
1st		118
2nd		135
3rd		119
4th		134
5th		140
Eagle Creek Elementary Total		763
K		134
1st		155
2nd		128
3rd		158
4th		126
5th		157
Jackson Elementary Total		858
K		86
1st		115
2nd		84
3rd		95
4th		89
5th		110
Red Oak Elementary Total		579
K		98
1st		97
2nd		102
3rd		119
4th		89
5th		101
Sun Path Elementary Total		606
K		104
1st		114
2nd		99
3rd		96
4th		123
5th		112
Sweeney Elementary Total		648
6th		263
7th		300
8th		299
East Middle School Total		862
6th		381
7th		359
8th		397
West Middle School Total		1,137
9th Grade		716
10th Grade		679
11th Grade INCLUDING PSEO		621
12th Grade INCLUDING PSEO		622
High School Total		2,638
9th Grade		3
10th Grade		19
11th Grade		18
12th Grade		23
Tokata Learning Ctr. Total		63.0
K Total	605	539
1st Total	560	599
2nd Total	597	548
3rd Total	577	587
4th Total	620	561
5th Total	644	620
6th Total	650	644
7th Total	691	659
8th Total	666	696
9th Total including Tokata	687	719
10th Total including Tokata	644	698
11th Total including Tokata	586	639
12th Total including Tokata	571	645
District Total K-5	3,603	3,454
District Total 6-8	2,007	1,999
District Total 9-12	2,488	2,701
District Total K-12	8,098	8,154

**2018 Shakopee Public Schools
School Board Meeting Dates and other important dates**

Date	Time	Type of Meeting	Location
July 25, 2018	5:00PM	BOC	District Office Board Room, 1200 Town Square
August 13, 2018	5:00PM	School Board Personnel Committee Meeting	District Office Room 202, 1200 Town Square
August 13, 2018	6:00PM	School Board Learning Session	District Office Board Room, 1200 Town Square
August 15, 2018	5:00PM	BOC	District Office Board Room, 1200 Town Square
August 27, 2018	5:00PM	School Board Finance Committee Meeting	District Office Room 202, 1200 Town Square
August 27, 2018	6:00PM	School Board Business Meeting	District Office Board Room, 1200 Town Square
August 29, 2018	5:00PM	BOC	District Office Board Room, 1200 Town Square
September 10, 2018	5:00PM	School Board Policy Committee Meeting	District Office Room 202, 1200 Town Square
September 10, 2018	6:00PM	School Board Learning Session	District Office Board Room, 1200 Town Square
September 12, 2018	5:00PM	BOC	District Office Board Room, 1200 Town Square
September 24, 2018	5:00PM	School Board Finance Committee Meeting	District Office Room 202, 1200 Town Square
September 24, 2018	6:00PM	School Board Business Meeting	District Office Board Room, 1200 Town Square
September 26, 2018	5:00PM	BOC	District Office Board Room, 1200 Town Square
October 8, 2018	5:00PM	School Board Personnel Committee Meeting	District Office Room 202, 1200 Town Square
October 8, 2018	6:00PM	School Board Learning Session	District Office Board Room, 1200 Town Square
October 10, 2018	5:00PM	BOC	District Office Board Room, 1200 Town Square
October 22, 2018	5:00PM	School Board Finance Committee Meeting	District Office Room 202, 1200 Town Square
October 22, 2018	6:00PM	School Board Business Meeting	District Office Board Room, 1200 Town Square
October 24, 2018	5:00PM	BOC	District Office Board Room, 1200 Town Square
November 13, 2018	5:00PM	School Board Policy Committee Meeting	District Office Room 202, 1200 Town Square
Tuesday, November 13, 2018	6:00PM	School Board Business Meeting	District Office Board Room, 1200 Town Square
November 14, 2018	5:00PM	BOC	District Office Board Room, 1200 Town Square
November 26, 2018	5:00PM	School Board Finance Committee Meeting	District Office Room 202, 1200 Town Square
November 26, 2018	6:00PM	School Board Business Meeting	District Office Board Room, 1200 Town Square
November 28, 2018	5:00PM	BOC	District Office Board Room, 1200 Town Square
December 10, 2018	5:00PM	School Board Finance Committee Meeting	District Office Room 202, 1200 Town Square
December 10, 2018	6:00PM	Truth in Taxation Hearing & School Board Business Meeting	District Office Board Room, 1200 Town Square
December 12, 2018	5:00PM	BOC	District Office Board Room, 1200 Town Square