

August 22, 2022
Monday, August 22, 2022 6:00 PM Central

High School Media Center
531 Morse Street
Norwood Young America, MN 55368

Sara Eischens: Present
Shelby Erickson: Present
Nicole Evenski: Present
Elroy Latzig: Present
Sarah Lehrke: Present
Rich Schug: Present
Kyle Strickfaden: Present
Present: 7.
Russ Schomacher - Nexus
Ellie - Nexus
Brent - Nexus
Jackie Kreuger
Emily Perlbachs
Darrin Fox

A. PROCEDURAL ITEMS:

A.1. Call to order

A.2. Roll Call

A.3. Pledge of Allegiance

A.4. Approval of Agenda

Move to approve the agenda as presented/amended:. This motion, made by Sarah Lehrke and seconded by Sara Eischens, Carried.

Sara Eischens: Yea, Shelby Erickson: Yea, Nicole Evenski: Yea, Elroy Latzig: Yea, Sarah Lehrke: Yea, Rich Schug: Yea, Kyle Strickfaden: Yea
Yea: 7, Nay: 0

A.5. Consent Agenda

Move to approve Consent agenda as presented. This motion, made by Nicole Evenski and seconded by Rich Schug, Carried.

Sara Eischens: Yea, Shelby Erickson: Yea, Nicole Evenski: Yea, Elroy Latzig: Yea, Sarah Lehrke: Yea, Rich Schug: Yea, Kyle Strickfaden: Yea
Yea: 7, Nay: 0

A.6. Acceptance of Gifts

Move to approve gifts. This motion, made by Shelby Erickson and seconded by Sarah Lehrke, Carried.

Sara Eischens: Yea, Shelby Erickson: Yea, Nicole Evenski: Yea, Elroy Latzig: Yea, Sarah Lehrke: Yea, Rich Schug: Yea, Kyle Strickfaden: Yea
Yea: 7, Nay: 0

B. PUBLIC FORUM

C. INFORMATIONAL ITEMS: MONTHLY REPORTS

C.1. Student Council

C.2. Student Representative

C.3. Superintendent

C.4. Board

D. DISCUSSION ITEMS

D.1. Building update from Nexus Solutions

D.2. First Reading of policies:

208, 209, 210, 410, 415, 416, 417, 418, 515, 524, 603, 708, 709, 721, 722
updating substantive changes recommended by the MN School Boards
Association.

D.3. COVID-19 Protocols for the 2022-23 school year

D.4. Student Data Privacy Law changes

D.5. Student Safety Procedures and ALICE

D.6. Athletic Handbook and HS Handbook

E. OPERATIONAL ITEMS

E.1. Consideration of approval: 22-23 Organizational item *Adult Lunch Price
increase per MDE requirement*

Move to approve as presented. This motion, made by Sara Eischens and seconded
by Shelby Erickson, Carried.

Sara Eischens: Yea, Shelby Erickson: Yea, Nicole Evenski: Yea, Elroy Latzig:

Yea, Sarah Lehrke: Yea, Rich Schug: Yea, Kyle Strickfaden: Yea

Yea: 7, Nay: 0

E.2. Consideration of Truth in Taxation Hearing date for 2022

Move to approve as presented. This motion, made by Sarah Lehrke and seconded
by Sara Eischens, Carried.

Sara Eischens: Yea, Shelby Erickson: Yea, Nicole Evenski: Yea, Elroy Latzig:

Yea, Sarah Lehrke: Yea, Rich Schug: Yea, Kyle Strickfaden: Yea

Yea: 7, Nay: 0

E.3. Consideration of principal contract

Move to approve principal contract as presented and recommended by committee.

This motion, made by Sara Eischens and seconded by Shelby Erickson, Carried.

Sara Eischens: Yea, Shelby Erickson: Yea, Nicole Evenski: Yea, Elroy Latzig:

Yea, Sarah Lehrke: Yea, Rich Schug: Yea, Kyle Strickfaden: Yea

Yea: 7, Nay: 0

F. NEXT BOARD MEETING

G. ADJOURNMENT

Move to adjourn at 7PM. This motion, made by Sarah Lehrke and seconded by
Shelby Erickson, Carried.

Sara Eischens: Yea, Shelby Erickson: Yea, Nicole Evenski: Yea, Elroy Latzig: Yea,

Sarah Lehrke: Yea, Rich Schug: Yea, Kyle Strickfaden: Yea

Yea: 7, Nay: 0

July 25, 2022
Monday, July 25, 2022 6:00 PM Central

High School Media Center
531 Morse Street
Norwood Young America, MN 55368

Sara Eischens: Present
Shelby Erickson: Present
Nicole Evenski: Present
Elroy Latzig: Present
Sarah Lehrke: Present
Rich Schug: Present
Kyle Strickfaden: Absent
Present: 6, Absent: 1.
T Schochenmaier
A Franck
J Beneke (Student Representative)

A. PROCEDURAL ITEMS:

A.1. Call to order

A.2. Roll Call

A.3. Pledge of Allegiance

A.4. Approval of Agenda

Move to approve the agenda as presented/amended: This motion, made by Sarah Lehrke and seconded by Shelby Erickson, Carried.

Kyle Strickfaden: Absent, Sara Eischens: Yea, Shelby Erickson: Yea, Nicole Evenski: Yea, Elroy Latzig: Yea, Sarah Lehrke: Yea, Rich Schug: Yea
Yea: 6, Nay: 0, Absent: 1

A.5. Consent Agenda

Move to approve Consent agenda as presented. This motion, made by Nicole Evenski and seconded by Sara Eischens, Carried.

Kyle Strickfaden: Absent, Sara Eischens: Yea, Shelby Erickson: Yea, Nicole Evenski: Yea, Elroy Latzig: Yea, Sarah Lehrke: Yea, Rich Schug: Yea
Yea: 6, Nay: 0, Absent: 1

A.6. Acceptance of Gifts

Move to approve gifts. This motion, made by Rich Schug and seconded by Sarah Lehrke, Carried.

Kyle Strickfaden: Absent, Sara Eischens: Yea, Shelby Erickson: Yea, Nicole Evenski: Yea, Elroy Latzig: Yea, Sarah Lehrke: Yea, Rich Schug: Yea
Yea: 6, Nay: 0, Absent: 1

B. PUBLIC FORUM

C. INFORMATIONAL ITEMS: MONTHLY REPORTS

C.1. Student Council

C.2. Student Representative

C.3. Superintendent

C.4. Board

D. DISCUSSION ITEMS

D.1. Building Project Update

D.2. Elementary School - Recap

D.3. Superintendent Review/Goals for 2022-2023

D.4. Determine meeting location for spring/summer of 2023 due to building construction

D.5. Review Handbooks

E. OPERATIONAL ITEMS

E.1. Consideration of 2022-2023 Organizational Items

Move to approve 22-23 Organizational items as presented. This motion, made by Sara Eischens and seconded by Elroy Latzig, Carried.

Kyle Strickfaden: Absent, Sara Eischens: Yea, Shelby Erickson: Yea, Nicole Evenski: Yea, Elroy Latzig: Yea, Sarah Lehrke: Yea, Rich Schug: Yea
Yea: 6, Nay: 0, Absent: 1

E.2. Consideration of Girls Soccer Co-Op Dissolve

Move to disolve Girls Soccer Co-OP (Lester Prairie, Mayer Lutheran and Central) as presented:. This motion, made by Rich Schug and seconded by Shelby Erickson, Carried.

Kyle Strickfaden: Absent, Sara Eischens: Yea, Shelby Erickson: Yea, Nicole Evenski: Yea, Elroy Latzig: Yea, Sarah Lehrke: Yea, Rich Schug: Yea
Yea: 6, Nay: 0, Absent: 1

E.3. Consideration of Girls Soccer Co-Op Formation

Move to Approve Co-OP formation (Central, Mayler Lutheran Sibley East). This motion, made by Sara Eischens and seconded by Rich Schug, Carried.

Kyle Strickfaden: Absent, Sara Eischens: Yea, Shelby Erickson: Yea, Nicole Evenski: Yea, Elroy Latzig: Yea, Sarah Lehrke: Yea, Rich Schug: Yea
Yea: 6, Nay: 0, Absent: 1

E.4. Consideration of Boys Soccer Co-Op Formation

Mve to approve new boys Soccer Co-Op (Sibley East, Lester Prairie Central) East Central Prairie Football club. This motion, made by Rich Schug and seconded by Sarah Lehrke, Carried.

Kyle Strickfaden: Absent, Sara Eischens: Yea, Shelby Erickson: Yea, Nicole Evenski: Yea, Elroy Latzig: Yea, Sarah Lehrke: Yea, Rich Schug: Yea
Yea: 6, Nay: 0, Absent: 1

E.5. Consideration of Resolution to Notify Public of School Board Candidate Affidavit Filing Dates

Move to approve resolution as presented: Roll call: Schug, Lehrke, Eischens, Latzig, Evenski, Erickson. This motion, made by Sara Eischens and seconded by Sarah Lehrke, Carried.

Kyle Strickfaden: Absent, Sara Eischens: Yea, Shelby Erickson: Yea, Nicole Evenski: Yea, Elroy Latzig: Yea, Sarah Lehrke: Yea, Rich Schug: Yea
Yea: 6, Nay: 0, Absent: 1

E.6. Consideration of the FY24 Long Term Facilities Maintenance Plan

Move to approve FY24 LTFM plan as presented:. This motion, made by Nicole Evenski and seconded by Sarah Lehrke, Carried.

Kyle Strickfaden: Absent, Sara Eischens: Yea, Shelby Erickson: Yea, Nicole Evenski: Yea, Elroy Latzig: Yea, Sarah Lehrke: Yea, Rich Schug: Yea
Yea: 6, Nay: 0, Absent: 1

F. NEXT BOARD MEETING

G. ADJOURNMENT

7:24PM Move to adjourn board meeting. This motion, made by Sarah Lehrke and seconded by Sara Eischens, Carried.

Kyle Strickfaden: Absent, Sara Eischens: Yea, Shelby Erickson: Yea, Nicole Evenski: Yea, Elroy Latzig: Yea, Sarah Lehrke: Yea, Rich Schug: Yea
Yea: 6, Nay: 0, Absent: 1

Norwood-Young America School

Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Tax Class	Pay/Void				Amount
										Print	Recon	Void	Date	
GEN1	P30125	54392		Wire	1	01606		CENTERPOINT ENERGY		No	Yes	No	07/25/2022	12,156.61
GEN1	P30125	54393		Wire	1	09609		XCEL ENERGY		No	Yes	No	07/25/2022	26,601.68
GEN1	P30125	54394		Wire	1	3904		FURTHER-SELECT ACCOUNT		No	Yes	No	07/25/2022	228.95
GEN1	P30125	54395		Wire	1	5002		WASTE MANAGEMENT OF WI-MN		No	Yes	No	07/25/2022	2,978.04
GEN1	P30125	54396		Wire	1	6605		ELEYO	S Corporation	No	Yes	No	07/25/2022	2,168.93
GEN1	P30125	54397		Wire	1	2082		US BANK		No	Yes	No	07/27/2022	580,730.83
GEN1	P30125	54398		Wire	1	4949		BOND TRUST SERVICES CORPORATION		No	Yes	No	07/27/2022	43,796.88
GEN1	P30125	54399		Wire	1	2468	R2	MASTERCARD - HARRIS BANK		No	No	No	07/29/2022	3,518.59
GEN1	P30125	54400		Wire	1	4091		MASTERCARD - HARRIS BANK		No	No	No	07/29/2022	10,804.78
GEN1	P30125	54401		Wire	1	6438		AMERICAN MAILING MACHINES		No	Yes	No	07/29/2022	2,000.00
GEN1	p30231	54403		Wire	1	04035		TEACHERS RETIREMENT ASSOC		No	No	No	08/05/2022	37,472.06
GEN1	p30231	54404		Wire	1	05255		DEPARTMENT OF THE TREASURY		No	No	No	08/05/2022	60,050.63
GEN1	p30231	54405		Wire	1	06027		COMMISSIONER OF REVENUE		No	No	No	08/05/2022	9,803.18
GEN1	p30231	54406		Wire	1	3785		EDUCATORS FINANCIAL SERVICES		No	No	No	08/05/2022	7,621.16
GEN1	p30231	54407		Wire	1	3904		FURTHER-SELECT ACCOUNT		No	No	No	08/05/2022	395.99
GEN1	P30226	54463		Wire	1	2728		BREMER BANK, NA28		No	No	No	08/11/2022	161.80
GEN1	p30232	54464		Wire	1	00150		BLUE CROSS & BLUE SHIELD		No	No	No	08/19/2022	899.70
GEN1	p30232	54465		Wire	1	01780		MN CHILD SUPPORT PAYMENT CTR		No	No	No	08/19/2022	439.00
GEN1	p30232	54466		Wire	1	04035		TEACHERS RETIREMENT ASSOC		No	No	No	08/19/2022	34,552.43
GEN1	p30232	54467		Wire	1	05255		DEPARTMENT OF THE TREASURY		No	No	No	08/19/2022	56,804.96
GEN1	p30232	54468		Wire	1	06027		COMMISSIONER OF REVENUE		No	No	No	08/19/2022	9,489.22
GEN1	p30232	54469		Wire	1	2260		AFLAC		No	No	No	08/19/2022	166.98
GEN1	p30232	54470		Wire	1	3785		EDUCATORS FINANCIAL SERVICES		No	No	No	08/19/2022	7,948.04
GEN1	p30232	54471		Wire	1	3904		FURTHER-SELECT ACCOUNT		No	No	No	08/19/2022	1,001.41
GEN1	p30232	54472		Wire	1	5699		MN PUBLIC EMPLOYEES INSURANCE PF		No	No	No	08/19/2022	52,747.75
GEN1	p30232	54473		Wire	1	6773		Medica-MN Healthcare Consortium		No	No	No	08/19/2022	33,332.94
GEN1	P30225	54402	40323	Check	1	00112		ERPENBACH, RON		Yes	No	No	08/01/2022	516.79
GEN1	p30231	54408	40324	Check	1	04034		PERA		Yes	No	No	08/05/2022	4,091.60
GEN1	P30226	54437	40325	Check	1	5123		ANDERSON, STEVEN		Yes	No	No	08/11/2022	240.00
GEN1	P30226	54442	40326	Check	1	6412		AVIBEN		Yes	No	No	08/11/2022	123.35
GEN1	P30226	54452	40327	Check	1	6728		BLUUM OF MINNESOTA, LLC	LLC - C Corp	Yes	No	No	08/11/2022	587.02
GEN1	P30226	54425	40328	Check	1	3620		BRAUN, REBECCA		Yes	No	No	08/11/2022	360.00
GEN1	P30226	54436	40329	Check	1	4946		BSN SPORTS LLC		Yes	No	No	08/11/2022	2,218.59
GEN1	P30226	54458	40330	Check	1	6792		BUSINESS ESSENTIALS		Yes	No	No	08/11/2022	9,100.06
GEN1	P30226	54423	40331	Check	1	3213		CENTURYLINK		Yes	No	No	08/11/2022	624.56
GEN1	P30226	54420	40332	Check	1	2382		CITY OF COLOGNE		Yes	No	No	08/11/2022	50.61
GEN1	P30226	54435	40333	Check	1	4732		DAIKIN APPLIED		Yes	No	No	08/11/2022	638.00
GEN1	P30226	54417	40334	Check	1	1442		DALCO		Yes	No	No	08/11/2022	1,732.50
GEN1	P30226	54421	40335	Check	1	2721		DASHIR MANAGEMENT SERVICES INC		Yes	No	No	08/11/2022	41,466.08
GEN1	P30226	54457	40336	Check	1	6791		DIVERSIFIED PLUMBING & HEATING		Yes	No	No	08/11/2022	813.00
GEN1	P30226	54434	40337	Check	1	4717		ECM PUBLISHERS, INC.		Yes	No	No	08/11/2022	299.10
GEN1	P30226	54432	40338	Check	1	4694		EDMENTUM		Yes	No	No	08/11/2022	5,362.50
GEN1	P30226	54424	40339	Check	1	3535		FOUR POINT 0 SCHOOL SERVICES		Yes	No	No	08/11/2022	10,156.30
GEN1	P30226	54445	40340	Check	1	6468		GARCIA-SANCHEZ, FLORMIRA		Yes	No	No	08/11/2022	20.00
GEN1	P30226	54456	40341	Check	1	6776		GIBBS, CHRIS		Yes	No	No	08/11/2022	662.53
GEN1	P30226	54451	40342	Check	1	6722		HEARTLAND BUSINESS SYSTEMS		Yes	No	No	08/11/2022	135.00
GEN1	P30226	54454	40343	Check	1	6758		HEGGERTY		Yes	No	No	08/11/2022	2,973.32
GEN1	P30226	54428	40344	Check	1	3750		HENDEL, ANN		Yes	No	No	08/11/2022	53.63
GEN1	P30226	54409	40345	Check	1	00182		HOME SOLUTIONS UNLIMITED		Yes	No	No	08/11/2022	61.23
GEN1	P30226	54410	40346	Check	1	00192		HOUGHTON MIFFLIN HARCOURT		Yes	No	No	08/11/2022	1,015.20
GEN1	P30226	54450	40347	Check	1	6620		IDEAL ENERGIES SOLAR LEASING 2021 I	LLC - Partnership	Yes	No	No	08/11/2022	420.94
GEN1	P30226	54419	40348	Check	1	2037		INNOVATIVE OFFICE SOLUTIONS LLC		Yes	No	No	08/11/2022	19.08
GEN1	P30226	54414	40349	Check	1	00838		JOSTENS INC		Yes	No	No	08/11/2022	15.02
GEN1	P30226	54443	40350	Check	1	6420		KINETIC LEASING		Yes	No	No	08/11/2022	74,089.00
GEN1	P30226	54459	40351	Check	1	6793		LARSON ENGINEERING, INC.		Yes	No	No	08/11/2022	1,216.00
GEN1	P30226	54455	40352	Check	1	6774		LARSON, RICHARD		Yes	No	No	08/11/2022	391.67
GEN1	P30226	54460	40353	Check	1	6794		LEAVING THE VILLAGE LLC		Yes	No	No	08/11/2022	375.00
GEN1	P30226	54447	40354	Check	1	6545		MARCO TECHNOLOGIES LLC	LLC - Partnership	Yes	No	No	08/11/2022	6,433.22
GEN1	P30226	54431	40355	Check	1	4393		MATHESON TRI-GAS, INC.		Yes	No	No	08/11/2022	729.59
GEN1	P30226	54430	40356	Check	1	4316		MCDOWELL AGENCY, INC.		Yes	No	No	08/11/2022	192.00
GEN1	P30226	54429	40357	Check	1	3908		MESIK, JAMES		Yes	No	No	08/11/2022	187.25
GEN1	P30226	54439	40358	Check	1	5423		MINNESOTA HISTORICAL SOCIETY		Yes	No	No	08/11/2022	2,180.00
GEN1	P30226	54433	40359	Check	1	4699		MN ADMINISTRATORS FOR SPECIAL EDL		Yes	No	No	08/11/2022	500.00
GEN1	P30226	54415	40360	Check	1	01492		MN ASSOC OF SEC. SCHOOL PRIN.		Yes	No	No	08/11/2022	865.00
GEN1	P30226	54448	40361	Check	1	6560		MN HIGHWAY SAFETY & RESEARCH CEN		Yes	No	No	08/11/2022	428.00
GEN1	P30226	54444	40362	Check	1	6448		NAPA AUTO & TRUCK PARTS		Yes	No	No	08/11/2022	199.99
GEN1	P30226	54411	40363	Check	1	00329		QUILL CORPORATION		Yes	No	No	08/11/2022	413.55
GEN1	P30226	54418	40364	Check	1	1726		REALLY GOOD STUFF, LLC		Yes	No	No	08/11/2022	82.91
GEN1	P30226	54427	40365	Check	1	3713		ROCHESTER TELECOM SYSTEMS, INC		Yes	No	No	08/11/2022	24.60
GEN1	P30226	54461	40366	Check	1	6795		ROME, ALEX		Yes	No	No	08/11/2022	431.48
GEN1	P30226	54440	40367	Check	1	5927		SCHOCHENMAIER, TIM		Yes	No	No	08/11/2022	360.00
GEN1	P30226	54426	40368	Check	1	3657		SCHOOLWIDE, INC.		Yes	No	No	08/11/2022	538.24

August 5-2022 PAYROLL

GROSS PAY	\$279,471.06
FEDERAL TAX	(19,260.73)
MN STATE TAX	(9,803.18)
OASDI	(16,529.31)
MEDICARE	(3,865.64)
PERA	(1,899.67)
TRA	(17,750.70)
ANNUITIES	(4,322.17)
FLEX	(12,869.00)
VOLUNTARIES	(797.00)
NET PAYROLL	<u><u>\$192,373.66</u></u>

August 20-2022 PAYROLL

GROSS PAY	\$258,871.78
FEDERAL TAX	(19,180.24)
MN STATE TAX	(9,489.22)
OASDI	(15,246.58)
MEDICARE	(3,565.78)
PERA	(1,856.52)
TRA	(16,386.36)
ANNUITIES	(4,482.17)
FLEX	(12,958.88)
VOLUNTARIES	(797.00)
NET PAYROLL	<u><u>\$174,909.03</u></u>

Extra Curricular Assignments - 2022-2023

Name	Assignment
Katherine Kennedy	HS Student Council
Lynn Panning	Robotics
Jay Bollum	Freshman Advisor
Cole Cummings	Asst Soccer Coach
Jodi Curson	MS Student Council
Shawn Erickson	Assistant Cross Country Coach
Shawn Erickson	MS Student Council
Laura Forst	AAA - Elementary
Laura Forst	Winter Program - Elementary
Laura Forst	Spring Program - Elementary
Darrin Fox	Assistant Football Coach
Darrin Fox	Sophomore Advisor
Alissa Friend	AAA - Elementary
Taylor Gort	Prom Advisor
Laura Hanson	Speech Team Coach
Laura Hanson	Sophomore Advisor
Adam Halpaus	Junior Class Advisor
Adam Halpaus	HS Band
Adam Halpaus	MS Band
Sarah Hammers	Head Volleyball Coach
Sarah Hammers	Junior Class Advisor
Lisa Heckert	AAA - Elementary
Amber Kester	Technovation
Amber Kester	MS Knowledge Bowl
Joe Kley	7th Grade football Coach
Gary Kosek	Head Football coach
Nicole Kreuser	Elementary Student Council
Taylor Kriz	HS Student Council
Mark Lagergren	Head Cross Country Coach
Jenna Leonard	HS Vocal Director
Chris Ludford	NHS Advisor
Brian Lundgren	Head Coach
James Mesik	FFA Advisor
Megan Nelson	Assistant Soccer Coach
Brooke Raether	9th Grade Volleyball Coach
David Rauch	Science Fair - Elementary
Alex Rome	Senior Class Advisor
Devon Ruberg	AAA - Elementary
Jen Schramm	International
Jake Schrupp	Elementary School Student Council
Sarah Schurmann	FFA Advisor
Rhea Schwalbach	Assistant Volleyball Coach
Josie Semmen	MS Yearbook Advisor
Kelly Street	Coronation Advisor

Kelly Street
Kelly Street
Kelly Street
Dave Style
Callie Tescher
Sarah Thomason
Sarah Thomason
Kirsten Thor
Cara Voight
Jordan Voight
Jon Wroge
Mary Wroge
Kyle Evenski

Prom Advisor
HS Knowledge Bowl
HS Yearbook Advisor
Assistant Football Coach
Freshman Advisor
1 Ac Play Director
3 Act Play Director
Senior Class Advisor
Assistant Volleyball Coach
9th Grade Football Coach
8th Grade Volleyball Coach
7th Grade Volleyball Coach
8th Grade Football Coach

CENTRAL PUBLIC SCHOOLS
MS/HS PROJECT UPDATE



Presented by:

nexus
SOLUTIONS®

nexus
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Agenda

- 1** Design Process
- 2** Bid Results
- 3** Path Forward
- 4** Next Steps



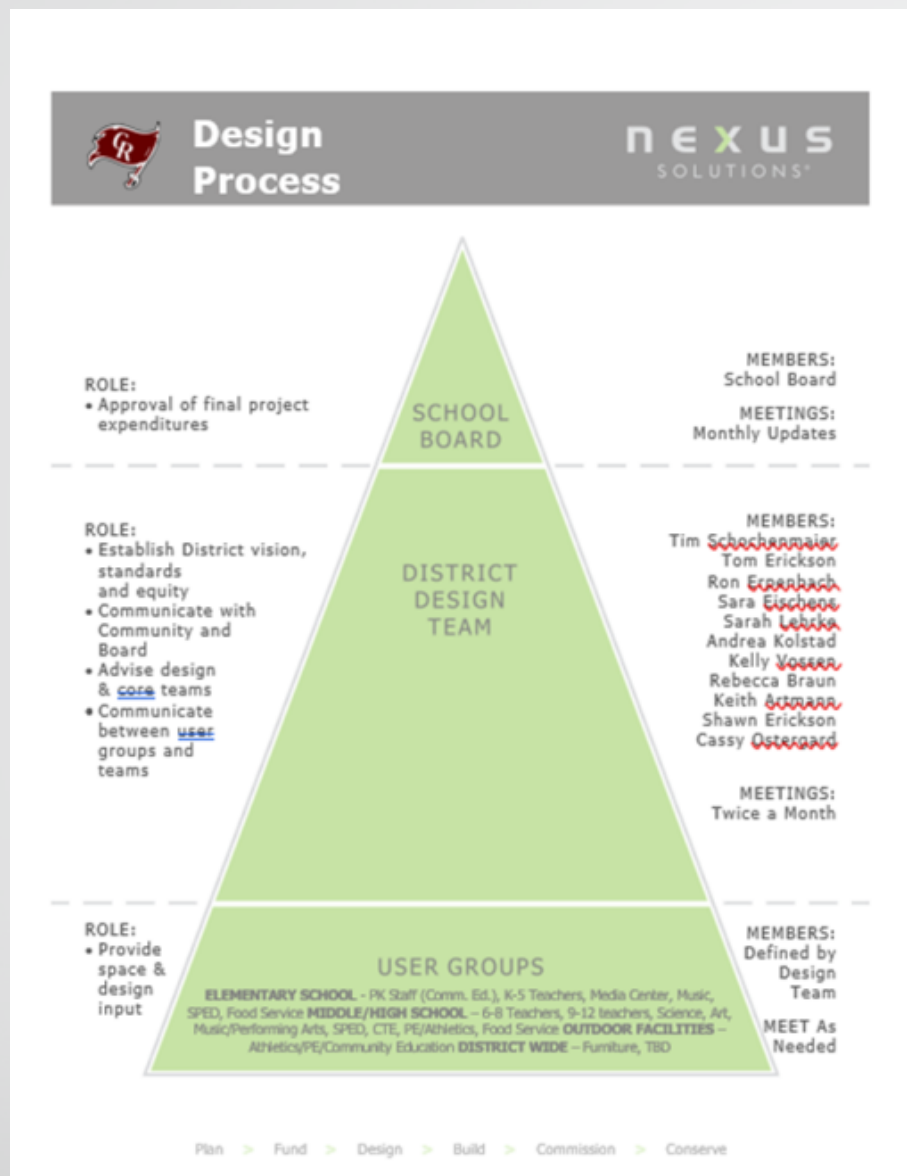
1 Design Process

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Design Process – MS/HS



Collaborative Design Process

- Built on Referendum Concepts
- 2 Admin Team Meetings
- 5 District Design Team Meetings
- 23 User Group Meetings
- 1 Community Meeting
- 1 School Tour with Students



2 BID RESULTS

nexus
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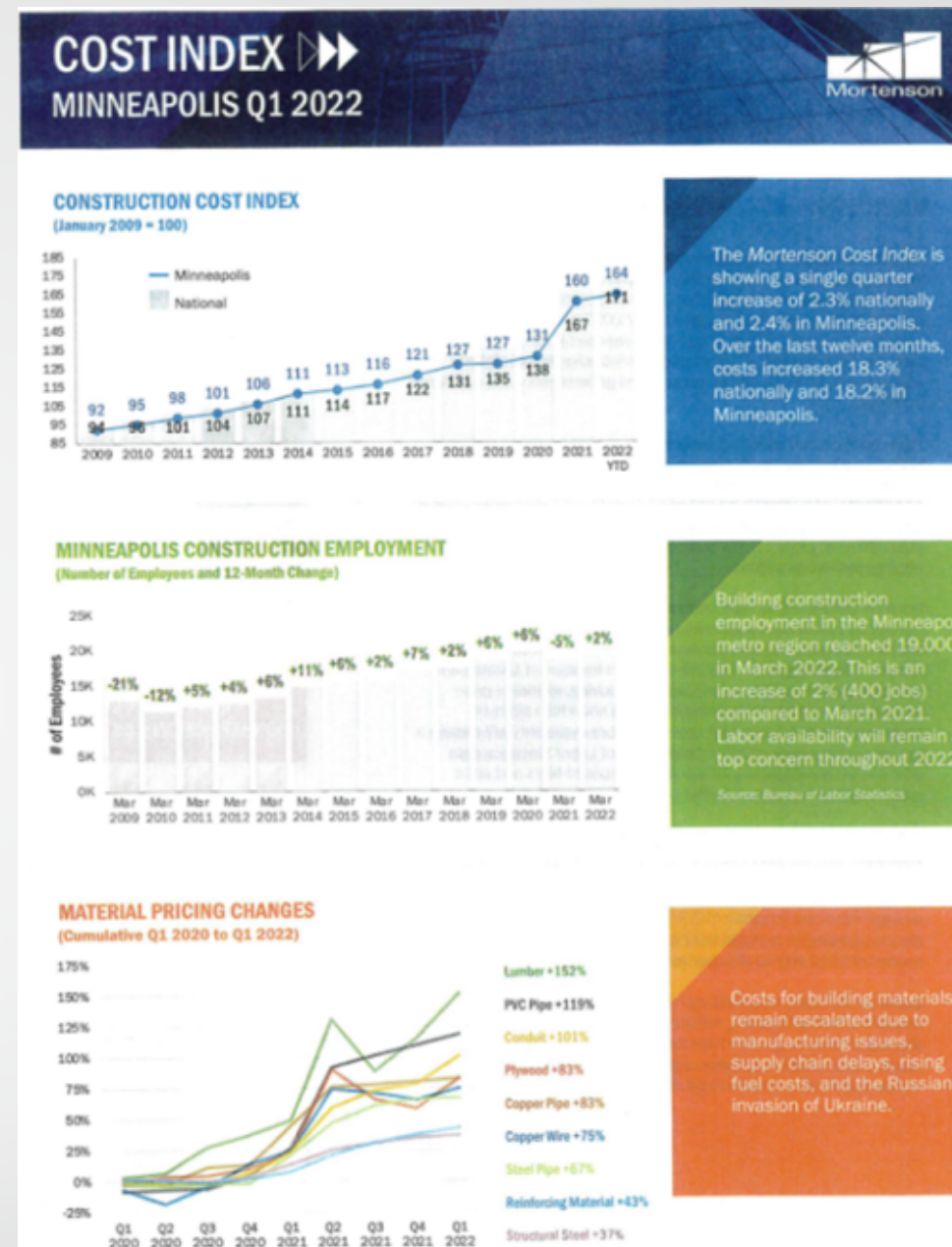
Bid Results

Bid Day Metrics

- 22 Bid Categories
- 49 Bidders
- Project Overbudget

Market Conditions / Overage

- 25% Increase Since Original Budgets
- 3rd Party Estimator
- Additional Scope
- Aggressive Construction Schedule
- Contractor Availability / Bid Coverage
- Most Overbudget – Masonry, Concrete, Flooring, Electrical, Plumbing/Piping





3 PATH FORWARD

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Path Forward

Design Adjustments (\$5–6 Million)

- Remove Scope Not in Referendum (Auditorium, Concessions EQ)
- NW Addition To Referendum Concept
- Simplify Entrance
- Construction Material Changes (Precast vs Masonry)
- Flooring Options as Alternates
- Reduce Structural Changes
- Mech/Elec Changes
- Extend Construction Schedule

Funding Options (\$ 3.5- 4.5 Million)

- Remaining Voter Approved Authority
- Investment Earnings
- Tax Abatement Bonds
- Energy Incentives
- Bid Elementary in October
- Protect Project Contingency

Design Adjustments Have No or Minimal Educational Impact



4 NEXT STEPS

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Next Steps

- Work with District on Funding Possibilities
- Bid Elementary School Work in October
- Design Adjustments to MS/HS Drawings Currently Underway
- Issue MS/HS Revised Drawings in November / Bid in December

Adopted: _____

MSBA/MASA Model Policy 208

Orig. 1995

Revised: _____

Rev. 2022~~15~~

208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES

[Note: The provisions of this policy are recommendations. The procedures for policy development, adoption, and implementation are not specifically provided by statute.]

I. PURPOSE

The purpose of this policy is to emphasize the importance of the policy-making role of the school board and provide the means for it ~~to continue~~ to be an ongoing effort.

II. GENERAL STATEMENT OF POLICY

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient, and consistent manner. A set of written policies ~~y statements~~ shall be maintained and modified as needed. Policies should define the desire and intent of the school board and should be in a form ~~which that~~ is sufficiently explicit to guide administrative action.

III. DEVELOPMENT OF POLICY

- A. The school board has jurisdiction to legislate policy with the force and effect of law for the school district ~~with the force and effect of law~~. School ~~board district~~ policy provides the school board's general direction for the school district as to what the school board wishes to accomplish while delegating ~~implementation of~~ policy implementation to the administration.
- B. The school ~~district's board's written~~ policies provide guidelines and goals to the school community. The policies ~~shall beare~~ the basis for ~~the formulation of~~ guidelines and directives created by the administration. The school board shall determine the effectiveness of ~~the~~ policies by evaluating periodic reports from the administration.
- C. Policies may be proposed by a school board member, employee, student, or resident of the school district. Proposed policies or ideas shall be submitted to the superintendent for review prior to possible placement on the school board agenda.

IV. ADOPTION AND REVIEW OF POLICY

- A. The school board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two school board meetings. The proposals shall be distributed and public comment will be allowed at both meetings. ~~prior to final school board action.~~

- B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board at a ~~subsequent~~ meeting after the two meetings at which public input was received. The policy will be effective on the ~~latter~~ of the date of passage or the date stated in the motion.
- C. In ~~the case of~~ an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board in a single meeting. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The ~~emergency~~ policy adopted in an emergency shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency ~~situation~~.
- D. If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

V. IMPLEMENTATION OF AND ACCESS TO POLICY

- A. The superintendent shall be responsible for implementing school board policies, other than the policies that cover how the school board will operate. The superintendent shall develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval by the school board.

~~[Note: These policies are found in the 200 Series of the MSBA/MASA Policy Reference Manual.]~~

- B. Each school board member shall have access to school district ~~this~~ policies. y manual, and a A copy of the school district policies shall be placed in the office of each school attendance center ~~and. Manuals shall be available~~ in the central school district office and shall be made available for reference purposes to other interested persons.
- C. The superintendent, employees designated by the superintendent, and individual school board members shall be responsible for keeping the policy ~~manuals~~ current.
- D. The school board shall review policies at least once every three years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one third of the policies annually. In addition, the school board shall review the following policies annually: 410 Family and Medical Leave Policy; 413 Harassment and Violence; 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse; 415 Mandated Reporting of Maltreatment of Vulnerable Adults; 506 Student Discipline; 514 Bullying Prohibition Policy; 522 Student Sex Nondiscrimination; 524 Internet Acceptable Use and Safety Policy; 616 School District System Accountability; and 806 Crisis Management Policy.

- E. When no school board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the mission, educational philosophy, and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for approval.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (School District Powers)
Minn. Stat. § 123B.09, Subd. 1 (School Board Powers)

Cross References: MSBA/MASA Model Policy 305 (Policy Implementation)

Adopted: _____

MSBA/MASA Model Policy 210

Orig. 1995

Revised: _____

Rev. 2022~~08~~

210 CONFLICT OF INTEREST – SCHOOL BOARD MEMBERS

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

I. PURPOSE

The purpose of this policy is to observe state statutes regarding conflicts of interest and to engage in school district business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school board to contract for goods and services in conformance with statutory conflict of interest laws and in a manner that will avoid any conflict of interest or the appearance thereof. Accordingly, the school board will contract under the statutory exception provisions only when it is clearly in the best interest of the school district because of limitations that may exist on goods or services otherwise available to the school district.

III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS

- A. A school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom.
- B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member of the school district:
 - 1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with Minn. Stat. Ch. 118A. Any school board member having said interest shall disclose that interest and the interest shall be entered upon the school board minutes ~~of the school board~~. Disclosure ~~must~~ shall be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and ~~must-need~~ only be made once;
 - 2. The designation of an official newspaper, or publication of official matters

therein, in which the school board member is interested when it is the only newspaper complying with statutory requirements relating to the designation or publication;

3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;
4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:
 - a. The school board ~~must~~shall authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.
 - b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.
 - c. Before a claim is paid, the interested school board member shall ~~must~~ file with the clerk of the school board an affidavit stating:
 - (1) The name of the school board member and the office held;
 - (2) An itemization of the goods or services furnished;
 - (3) The contract price;
 - (4) The reasonable value;
 - (5) The interest of the school board member in the contract; and
 - (6) That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.
5. A school board member may contract with the school district to provide construction materials or services, or both, when the sealed bid process is used. When the contract comes before the school board for consideration, the interested school board member may not vote on the contract. (*Note: This section applies only when~~n~~re the school district has a population of 1,000 or less according to the last federal census.*)
6. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.

- C. In the following circumstances, the school board may as an exception, by majority vote at a meeting ~~where-at which~~ all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee ~~where-only if~~ there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed \$8,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting ~~where-at which~~ all school board members are present, that employment ~~must-be is~~ immediately terminated and that school board member ~~will-have~~ has no further rights to employment while serving as a school board member in the school district.
- D. The school board may contract with a class of school district employees, such as teachers or custodians, ~~where-when~~ the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. ~~In-order-for~~ For the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting ~~where-in which~~ the contract is approved.

IV. LIMITATIONS ON RELATED EMPLOYEES

- A. The school board ~~can-must~~ hire or dismiss teachers only at duly called meetings. ~~Where-When~~ a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full school board.
- B. The school board may not employ any teacher related by blood or marriage to a school board member, within the fourth degree as computed by the civil law, except by a unanimous vote of the full school board.

V. CONFLICTS PRIOR TO TAKING OFFICE

A school board member with personal financial interest in a sale, lease, or contract with the school district which was entered before the school board member took office and presents an actual or potential conflict of interest, shall immediately notify the school board of such interest. It shall thereafter be the responsibility of the school board member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the school board may enter into or renew such sale, lease, or contract only if it falls within one of the enumerated exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

The determination as to whether a conflict of interest exists is to be made by the school board. Any school board member who has an actual or potential conflict shall notify the school board of such conflict immediately. The school board member shall thereafter cooperate with the school board as necessary for the school board to make its determination.

Legal References: Minn. Stat. § 122A.40, Subd. 3 (Teacher Hiring, Dismissal)
Minn. Stat. § 123B.195 (Board Member's Right to Employment)
Minn. Stat. § 471.87 (Public Officers; Interest in Contract; Penalty)
Minn. Stat. § 471.88, Subds. 2, 3, 4, 5, 12, 13, and 21 (Exceptions)
Minn. Stat. § 471.89 (Contract, When Void)
Op. Atty. Gen. 437-A-4, March 15, 1935
Op. Atty. Gen. 90-C-5, July 30, 1940
Op. Atty. Gen. 90-A, August 14, 1957

Cross References: MSBA/MASA Model Policy 101 (Legal Status of the School Board)
MSBA/MASA Model Policy 209 (Code of Ethics)
~~MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties~~

Adopted: _____

MSBA/MASA Model Policy 603

Orig. 1995

Revised: _____

Rev. 2022~~19~~

603 CURRICULUM DEVELOPMENT

[Note: ~~Minn. Stat. §~~Minnesota Statutes section 120B.11 requires school districts to adopt a comprehensive long-term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment. MSBA/MASA Model Policies 601, 603, and 616 address these statutory requirements. In addition, MSBA/MASA Model Policies 613-615 and 618~~7~~-620 provide procedures to further implement the requirements of ~~Minn. Stat. §~~Minnesota Statutes section 120B.11.]

I. PURPOSE

The purpose of this policy is to provide direction for continuous review and improvement of the school curriculum.

II. GENERAL STATEMENT OF POLICY

Curriculum development shall be directed toward the fulfillment of the goals and objectives of the education program of the school district.

III. RESPONSIBILITY

- A. The superintendent shall be responsible for curriculum development and for determining the most effective way of conducting research on the school district's curriculum needs and establishing a long range curriculum development program. Timelines shall be determined by the superintendent that will provide for periodic reviews of each curriculum area.
- B. A district advisory committee shall provide assistance at the request of the superintendent. The advisory committee membership shall be a reflection of the community and, to the extent possible, shall reflect the diversity of the district and its school sites, and shall include parent, teacher, support staff, student, community residents, and administration representation, and shall provide translation to the extent appropriate and practicable. Whenever possible, parents and other community residents shall comprise at least two-thirds of advisory committee members.
- C. Within the ongoing process of curriculum development, the following needs shall be addressed:
 - 1. Provide for articulation of courses of study from kindergarten through grade twelve.
 - 2. Identify minimum objectives for each course and at each elementary grade

level.

3. Provide for continuing evaluation of programs for the purpose of attaining school district objectives.
 4. Provide a program for ongoing monitoring of student progress.
 5. Provide for specific, particular, and special needs of all members of the student community.
 6. Develop a local literacy plan to have every child reading at or above grade level no later than the end of grade 3, including English learners, and teachers providing comprehensive, scientifically based reading instruction consistent with law.
 7. Integrate required and elective course standards in the scope and sequence of the district curriculum.
 8. Meet all applicable requirements of the Minnesota Department of Education and federal law.
- D. Students identified as not reading at grade level by the end of kindergarten, grade 1, and grade 2 must be screened for characteristics of dyslexia. Students in grade 3 or higher who demonstrate a reading difficulty to a classroom teacher must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified. See ~~Minn. Stat. §~~Minnesota Statutes section 120B.12, Subd. 2.
- E. Students who do not meet or exceed Minnesota academic standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of ~~Minn. Stat. §~~Minnesota Statutes section 120A.20, Subd. 1(c). A student's plan under this section shall continue while the student is enrolled.
- F. The superintendent shall be responsible for keeping the school board informed of all state-mandated curriculum changes, as well as recommended discretionary changes, and for periodically presenting recommended modifications for school board review and approval.
- G. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to curriculum development.

Legal References: Minn. Stat. § 120B.10 (Findings; Improving Instruction and Curriculum)
Minn. Stat. § 120B.11 (School District Process)
Minn. Stat. § 120B.12 (Reading Proficiently ~~n~~No Later than the End of Grade 3)

Minn. Stat. § 120B.125(f) (Planning for Students' Successful Transition to Postsecondary Education and Employment)
Minn. Rules Part 3500.0550 (Inclusive Educational Program)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts ~~3501.0800-3501.0815~~ 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
~~Minn. Rules Parts 3501.1000-3501.1190 (Graduation Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)~~
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References:

MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 605 (Alternative Programs)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)
~~MSBA/MASA Model Policy 617 (School District Insurance of Preparatory and High School Standards)~~
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
MSBA/MASA Model Policy 619 (Staff Development for Standards)
MSBA/MASA Model Policy 620 (Credit for Learning)
MSBA/MASA Model Policy 623 (Mandatory Summer School Instruction)

Adopted: _____

MSBA/MASA Model Policy 410

Orig. 1995

Revised: _____

Rev. 2019

410 FAMILY AND MEDICAL LEAVE POLICY

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

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

III. DEFINITIONS

A. “Covered active duty” means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 U.S.C. § 101(a)(13)(B).

B. “Covered servicemember” means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

- C. “Eligible employee” means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee’s pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee’s fulfillment of his or her USERRA-covered service obligation or a written agreement, including a collective bargaining agreement, exists concerning the school district’s intention to rehire the employee after the break in service.
- D. “Military caregiver leave” means leave taken to care for a covered servicemember with a serious injury or illness.
- E. “Next of kin of a covered servicemember” means the nearest blood relative other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin.
- F. “Outpatient status” means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
1. a military medical treatment facility as an outpatient; or
 2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- G. “Qualifying exigency” means a situation where the eligible employee seeks leave for one or more of the following reasons:

1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
 2. to attend military events and related activities of a covered military member;
 3. to address issues related to childcare and school activities of a covered military member's child;
 4. to address financial and legal arrangements for a covered military member;
 5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
 6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
 7. to attend post-deployment activities related to a covered military member;
 8. to address parental care needs; and
 9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
1. inpatient care in a hospital, hospice, or residential medical care facility; or
 2. continuing treatment by a health care provider.
- I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- J. "Veteran" has the meaning given in 38 U.S.C. § 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee's child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
 - e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.
3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
 - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
 - b. in the case of a covered veteran who was a member of the Armed

Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:

- (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
 - (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.
7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or

reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who

does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.

13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

The school district shall comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed by the employer. The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full time equivalent during the 12-month period immediately preceding the leave. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the employer so that the total leave does not exceed 12 weeks, unless agreed by the employer, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the employer reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. **SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES**

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education

assistants.

- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:
 - 1. take leave for the entire period or periods of the planned medical treatment; or
 - 2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
 - 1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
 - 2. If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
 - 3. If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, school district may require the employee to continue taking leave until the end of the semester.
- D. The entire period of leave taken under the special rules will be counted as leave. The school district will continue to fulfill the school district's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

VI. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

- A. This policy shall be conspicuously posted in each school district building in areas accessible to employees.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. §§ 181.940-181.944 (Parenting Leave)
10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
38 U.S.C. § 101 (Definitions)
29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross References: MSBA Service Manual, Chapter 13, School Law Bulletin “M” (Statutory Provisions Which Grant Leaves to Licensed as well as Non-Licensed School District Employees – Family and Medical Leave Act Summary)

Adopted: June 20, 1996

Revised: May 23, 2016

415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. “Mandated Reporters” means any school personnel who has reason to believe that a vulnerable adult is being or has been maltreated.
- B. “Maltreatment” means the neglect, abuse, or financial exploitation of a vulnerable adult.
- C. “Neglect” means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult’s physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct. Neglect also includes the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult’s health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 17.
- D. “Abuse” means: (a) An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in section 609.322; and (4)

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

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

responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.

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

IV. REPORTING PROCEDURES

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

V. INVESTIGATION

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult

rests with the entity designated by the county for receiving reports.

VI. DISSEMINATION OF POLICY AND TRAINING

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

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

Cross References: MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

Adopted: June 20, 1996

Revised: July 25, 2016

416 DRUG AND ALCOHOL TESTING

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950-181.957.
- B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950-181.957.
- C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, regardless of whether it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs which are not medically prescribed, including medical cannabis, regardless of whether it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs which are not medically prescribed are prohibited from entering or remaining on school district property.
- D. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.
- E. Any employee who violates this section shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge.

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

A. General Statement of Policy

All persons subject to commercial driver's license requirements shall be tested for alcohol, marijuana (including medical cannabis), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.
2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.
3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the (EBT).
4. "Commercial Motor Vehicle" (CMV) includes a vehicle which is designed to transport 16 or more passengers, including the driver.
5. "Designated Employer Representative" (DER) means a designated school district representative authorized to take immediate action to remove employees from safety-sensitive duties, to make required decisions in the testing and evaluation process, and to receive test results and other communications for the school district.
6. "Department of Transportation" "(DOT)" means United States Department of Transportation.
7. "Driver" is any person who operates a CMV including full-time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers, and independent owner-operator contractors.
8. "Evidential Breath Testing Device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.
9. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district's drug testing program and for evaluating medical explanations for certain drug tests.
10. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k)

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

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

C. Policy and Educational Materials

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

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.
2. The school district shall provide to each driver information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.
3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that he or she has received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

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

D. Alcohol and Controlled Substances Testing Program Manager

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

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

E. Specific Prohibitions for Drivers

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

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.
2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until he or she undergoes a post-accident alcohol test, whichever occurs first.
6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.
7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.
8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.
9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district which prohibit the possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

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

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and policy of the school district.

G. Prescription Drugs

A driver shall inform his or her supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry.

H. Testing Requirements

1. Pre-Employment Testing

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

- a. A driver applicant shall undergo testing for [alcohol and] controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.

[Note: A school district is permitted, but not required, to conduct pre-employment testing for the use of alcohol. If a school district elects to require pre-employment testing for alcohol, it should include the bracketed text in Subparagraph a., above, and test all applicants uniformly.]

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

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

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

2. Post-Accident Testing

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

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

3. Random Testing

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

- a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.

[Note: The Federal Highway Administration (FHWA) lowered the random alcohol selection and testing rate from 25% of the average number of driver positions to 10% in 1998 and evaluates this minimum percentage each year. School districts can elect to stay at 25% (or a higher percentage) if they do not want to monitor the minimum annual percentage rate set by the FHWA.] The random controlled substances selection and testing rate has remained at 50% each year and has not been lowered to 25% as is possible under the regulations.]

- b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.
- c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made.
- d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.
- e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing

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

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

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

5. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances.

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

6. Follow-Up Testing. When an (SAP) has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be

subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.

7. Refusal to Submit and Attendant Consequences

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

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

I. Testing Procedures

1. Drug Testing

[Note: The Federal Drug Testing Custody and Control Form (CCF) must be used to document every urine collection required by the DOT drug testing program. 49 C.F.R. § 40.45.]

- a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles; labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.
- b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.
- c. Drug test results are reported directly to the (MRO) by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.
- d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the (MRO) shall

direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that ~~there~~ is a legitimate explanation for the donor's failure to contact him/her within seventh-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.

- e. If, after making reasonable efforts and documenting those efforts, the (MRO) is unable to reach the donor directly, the MRO must contact the (DER) who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.
- f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:
 - (1) The donor expressly declines the opportunity to discuss the test results;
 - (2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or
 - (3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

[Note: The DOT Alcohol Testing Form (ATF) must be used for every DOT alcohol test. 49 C.F.R. § 40.225]

- a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for BAT screening tests but only EBTs can be used for confirmation tests.
- b. Any test result less than 0.02 alcohol concentration is considered a “negative” test.
- c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor's inability to provide a breath sample is genuine or constitutes a refusal to test.
- d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.
- e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

- 1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.

[Note: The limitation on discharge in Paragraph 2., below, is contained solely in Minnesota law. State law is preempted by federal laws and regulations as it relates to drivers of commercial motor vehicles (such as bus drivers). See Minn. Stat. § 221.031, Subd. 10. Nevertheless, school districts may decide to comply with the state law requirements for various reasons (such as to treat all school district employees equally since employees subject to testing only under state law are accorded these additional rights). Consultation with the school district's legal counsel is recommended.]

2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and
 - b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.
 - c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be Clinical Reference Laboratory, which is a laboratory certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

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

M. Recordkeeping Requirements and Retention of Records

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

[Note: The federal recordkeeping requirements for school districts are detailed in the federal regulations 49 C.F.R. §§ 382.401 et seq. and 40.331. The DOT publishes a guide to the recordkeeping requirements of mandatory drug and alcohol testing for persons with a commercial driver's license as part of its Alcohol & Drugs: DOT Compliance Manual.]

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

Basic records	5 years
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“Basic records” includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

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

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

N. Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.
2. Referral, Evaluation, and Treatment
 - a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.
[Note: Subparagraphs b. and c., below, are based on the provisions of 49 C.F.R. § 40.289.]
 - b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an (SAP) and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.
[Note: School districts are not required to comply with state law governing drug and alcohol testing when the individuals are subject to the federal laws and regulations (i.e. bus drivers). If a school district, after consultation with legal counsel, chooses to comply voluntarily with these requirements, Subparagraph b., above, can be modified as follows:
 - b. *The school district will offer a driver an opportunity to return to a DOT safety-sensitive duty following an employee's first positive test result on a confirmatory test if no reasons independent of the first test result for discharge exists. Otherwise, the school district may choose, but is not required, to provide an SAP evaluation or any subsequent recommended education or treatment.]*
 - c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.
 - d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.
3. Disciplinary Action
 - a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
 - b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
 - c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo

drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of “other employees” covered by Section IV. of this policy.

[Note: When the testing of drivers complies with federal testing requirements and procedures, school districts clearly are exempt from the state drug and alcohol testing requirements in Minn. Stat. §§ 181.950-181.957. See Minn. Stat. § 221.031, Subd. 10. When testing beyond the federally mandated requirements, however, school districts still must comply with state law.]

IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

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

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

1. General Limitations

- a. The school district will not request or require an employee or job applicant whose position does not require a commercial driver’s license to undergo drug or alcohol testing, unless the testing is done pursuant to this drug and alcohol testing policy; and is conducted by a testing laboratory which participates in one of the programs listed in Minn. Stat. § 181.953, Subd. 1.
- b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver’s license to undergo drug and alcohol testing on an arbitrary and capricious basis.

2. Job Applicant Testing

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

3. Random Testing

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

4. Reasonable Suspicion Testing

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

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

5. Treatment Program Testing

The school district may request or require any employee to undergo drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo drug and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

6. Routine Physical Examination Testing

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

B. No Legal Duty to Test

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

C. Definitions

1. "Drug" means a controlled substance as defined in Minnesota Statutes, including medical cannabis, regardless of enrollment in the state registry program.
2. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" mean analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. § 181.953, Subd. 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.
3. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."
4. "Job applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.).
5. "Positive test result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minn.Stat. § 181.953, Subd. 1.
6. "Random selection basis" means a mechanism for selection of employees that:
 - a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and
 - b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.
7. "Reasonable suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
8. "Safety-sensitive position" means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

- D. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and Consequences of Such Refusal
1. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing
Any employee or job applicant whose position does not require a commercial driver's license has the right to refuse drug and alcohol testing subject to the provisions contained in Paragraphs 2. and 3. of this Section D.
 2. Consequences of an Employee's Refusal to Undergo Drug and Alcohol Testing
Any employee in a position that does not require a commercial driver's license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.
 3. Consequences of a Job Applicant's Refusal to Undergo Drug and Alcohol Testing
Any job applicant for a position which does not require a commercial driver's license who refuses to undergo drug and alcohol testing pursuant to the Job Applicant Testing provision of this policy shall not be employed.
- E. Reliability and Fairness Safeguards
1. Pretest Notice
Before requesting an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, the school district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment D to this policy on which to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing policy.
 2. Notice of Test Results
Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee or job applicant who has undergone drug or alcohol testing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.
 3. Notice of and Right to Test Result Report
Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test.
 4. Notice of and Right to Explain Positive Test Result
 - a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide him or her with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information.
 - b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.
 - c. The employee may present verification of enrollment in the medical cannabis patient registry as part of the employee's explanation.
 - d. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.
 5. Notice of and Right to Request Confirmatory Retests
 - a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide him or her with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.

- b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. § 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.
6. If an employee or job applicant has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform him or her of other rights provided under Sections F. or G., below, whichever is applicable.
Attachments E and F to this policy provide the Notices described in Paragraphs 2. through 6. of this Section E.

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

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

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

5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon or after hire, or failing to do so would violate federal law or

regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.

6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.
7. An employee must be given access to information in his or her personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

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

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

H. Chain-of-Custody Procedures

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

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

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

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

2. Confidentiality Limitations

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

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

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

4. Privilege

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee or job applicant tested.

J. Notice of Testing Policy to Affected Employees

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

V. **POSTING**

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

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 43A (State Personnel Management)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
Minn. Stat. § 221.031 (Motor Carrier Rules)
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)

Cross-References:

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

Adopted: _____

MSBA/MASA Model Policy 417

Orig. 1995

Revised: _____

Rev. 2015

417 CHEMICAL USE AND ABUSE

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

dependency.]

III. DEFINITIONS

- A. “Chemical abuse” means use of any psychoactive or mood-altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the student’s normal function in academic, school, or social activities is chronically impaired.
- B. “Chemicals” includes, but is not limited to, alcohol, toxic substances, medical cannabis, and controlled substances as defined in the school district’s Drug-Free Workplace/Drug-Free School policy.
- C. “Use” includes to sell, buy, manufacture, distribute, dispense, use, or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration.
- D. “School location” includes any school building or on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off-school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

IV. STUDENTS

A. Instruction

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

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

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

- c. Conflict resolution programs, including peer mediation programs that educate and train peer mediators and a designated faculty supervisor, and youth anti-crime and anti-drug councils and activities.
- d. Counseling, mentoring, referral services, and other student assistance practices and programs, including assistance provided by qualified school-based mental health services providers and the training of teachers by school-based mental health services providers in appropriate identification and intervention techniques for students at risk of violent behavior and illegal use of drugs.
- e. Programs that encourage students to seek advice from, and to confide in, a trusted adult regarding concerns about violence and illegal drug use.

B. Reports of Chemical Use and Abuse

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

- a. The employee shall notify the building administrator or a member of the preassessment team and shall describe the basis for the suspicion. The building administrator and/or team will determine what action should be taken. Action may include conducting an investigation, gathering data, scheduling a conference with the student or parents, or providing a meeting between a single member of the team and the student to discuss the behaviors that have been reported and attempting to ascertain facts regarding chemical abuse.
 - b. The team may determine there is no chemical abuse. If the team determines there is chemical abuse, the team will select an appropriate course of action, which may include referral to a school counselor; referral to a treatment program; referral for screening, assessment, and treatment planning; participation in support groups; or other appropriate measures.
3. Students involved in the abuse, possession, transfer, distribution, or sale of chemicals shall be suspended in compliance with the student discipline policy and the Pupil Fair Dismissal Act, Minn. Stat. § 121A.40-121A.56, and proposed for expulsion.
4. Searches by school district officials in connection with the abuse, possession, transfer, distribution, or sale of chemicals will be conducted in accordance with school board policies related to search and seizure.

C. Preassessment Team

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

D. Data Practices

1. Student data may be disclosed without consent in health and safety emergencies pursuant to Minn. Stat. § 13.32 and applicable federal law

and regulations.

2. Destruction of Records

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

E. Consent

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

F. School and Community Advisory Team

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

V. EMPLOYEES

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

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

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.25-121A.29 (Chemical Abuse)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 138.163 (Records Management Act)
Minn. Stat. § 144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
20 U.S.C. §§ 7101-7165 (Safe and Drug-Free Schools and Communities Act)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
34 C.F.R. Part 84 (Government-wide Requirements for Drug-Free Workplace)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug Free School)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks,

Personal Possessions, and Student's Person)

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)

Adopted: _____

MSBA/MASA Model Policy 418

Orig. 1995

Revised: _____

Rev. 2015

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. Use or possession of controlled substances, toxic substances, medical cannabis, and alcohol before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
- B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, controlled substances, or medical cannabis in any school location.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

- A. "Alcohol" includes any alcoholic beverage, malt beverage, fortified wine, or other intoxicating liquor.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, including analogues and look-alike drugs.
- C. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; or (4) any other method, excluding smoking, approved by the commissioner.
- D. "Toxic substances" includes glue, cement, aerosol paint, or other substances used

or possessed with the intent of inducing intoxication or excitement of the central nervous system.

- E. “Use” includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.
- F. “Possess” means to have on one’s person, in one’s effects, or in an area subject to one’s control.
- G. “School location” includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

IV. EXCEPTIONS

- A. A violation of this policy does not occur when a person brings onto a school location, for such person’s own use, a controlled substance, except medical cannabis, which has a currently accepted medical use in treatment in the United States and the person has a physician’s prescription for the substance. The person shall comply with the relevant procedures of this policy.
- B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minn. Stat. § 624.701, Subd. 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

V. PROCEDURES

- A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, must comply with the school district’s student medication policy.

[Note: School districts are required by Minn. Stat. § 121A.22 to develop procedures for the administration of drugs and medicine. If the school district does not have a student medication policy such as MSBA/MASA Model Policy 516, this Paragraph A. can be modified to provide: “Students who have a prescription from a physician for medical treatment with a controlled substance must provide a copy of the prescription and the medication to the school nurse, principal, or other designated staff member. The school district’s licensed school nurse, trained health clerk, principal, or teacher will administer the prescribed medication in accordance with school district procedures.”]

- B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.
- C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

[Note: The Drug-Free Workplace Act requires that school district employees be notified by a published statement of the prohibition of the use of controlled substances and actions that will be taken against employees for violations of such prohibition. 41 U.S.C. § 8103; 34 C.F.R. Part 84. An acknowledgment will document satisfaction by the school district of this federal requirement.]

- D. Employees are subject to the school district's drug and alcohol testing policies and procedures.
- E. Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the superintendent.
- F. No person is permitted to possess or use medical cannabis on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility.
- G. Possession of alcohol on school grounds pursuant to the exceptions of Minn. Stat. § 624.701, Subd. 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. ENFORCEMENT

A. Students

- 1. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.
- 2. The student may be referred to a drug or alcohol assistance or rehabilitation program and/or to law enforcement officials when appropriate.

B. Employees

- 1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in

writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

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

C. The Public

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

Legal References: Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 609.684 (Sale of Toxic Substances to Children; Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-7165 (Safe and Drug-Free Schools and Communities Act)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-wide Requirements for Drug-Free Workplace)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal)

of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 516 (Student Medication)

PUBLIC NOTICE

Independent School District No. _____ gives notice to parents of students currently in attendance in the District, and eligible students currently in attendance in the District, of their rights regarding pupil records.

1. Parents and eligible students are hereby informed that they have the following rights:
 - a. That a parent or eligible student has a right to inspect and review the student's education records within 45 days after the day the request for access is received by the school district. A parent or eligible student should submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect. The parent or eligible student will be notified of the time and place where the records may be inspected;
 - b. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy rights. A parent or eligible student may ask the school district to amend a record that they believe is inaccurate or misleading. The request shall be in writing, identify the item the parent or eligible student believes to be inaccurate, misleading, or in violation of the privacy rights of the student, shall state the reason for this belief, and shall specify the correction the parent or eligible student wishes the school district to make. The request shall be signed by the parent or eligible student. If the school district decides not to amend the record as requested by the parent or eligible student, the school district will notify the parent or eligible student of the decision and advise him or her of the right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing;
 - c. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosures without consent;
 - d. That the school district may disclose education records to other school officials within the school district if the school district has determined they have legitimate educational interests. For purposes of such disclosure, a "school official" is a person employed by the school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or other employee; a person serving on the school board; a person or company with

whom the school district has consulted to perform a specific task (such as an attorney, auditor, medical consultant, therapist, public information officer, or data practices compliance official); or a parent or student serving on an official committee, such as a disciplinary or grievance committee; or any individual assisting a school official in the performance of his or her tasks. A school official has a “legitimate educational interest” if the individual needs to review an education record in order to fulfill his or her professional responsibility and includes, but is not limited to, an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, and student health and welfare and the ability to respond to a request for educational data;

- e. That the school district forwards education records on request to a school or post-secondary educational institution in which a student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student’s enrollment, including information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, suspension and expulsion information pursuant to 20 U.S.C. § 7917, part of the federal Every Student Succeeds Act *[insert the following bracketed phrase if the school district has a policy regarding Staff Notification of Violent Behavior by Students]* [and data regarding a student’s history of violent behavior,] and any disposition order which adjudicates the student as delinquent for committing an illegal act on school district property and certain other illegal acts;
- f. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of 20 U.S.C. § 1232g and the rules promulgated thereunder. The name and address of the office that administers the Family Education Rights and Privacy Act is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue S.W.
Washington, D.C. 20202

[optional]

- g. That the parent or eligible student has a right to obtain a copy of the school district’s policy regarding the protection and privacy of pupil records; and

[optional]

- h. That copies of the school district’s policy regarding the protection and privacy of school records are located at _____ *[insert location]*.

[optional]

2. Independent School District No. _____ has adopted a school board policy in order to comply with state and federal laws regarding education records. The policy does the following:
 - a. It classifies records as public, private, or confidential.
 - b. It establishes procedures and regulations to permit parents or students to inspect and review a student's education records. These procedures include the method of determining fees for copies, a listing of the locations of these education records, and the identity of the individuals in charge of the records.
 - c. It establishes procedures and regulations to allow parents or students to request the amendment of a student's education records to ensure that the records are not inaccurate, misleading, or otherwise in violation of the student's privacy rights.
 - d. It establishes procedures and regulations for access to and disclosure of education records.
 - e. It establishes procedures and regulations for safeguarding the privacy of education records and for obtaining prior written consent of the parent or student when required prior to disclosure.
3. Copies of the school board policy and accompanying procedures and regulations are available to parents and students upon written request to the Superintendent.
4. Pursuant to applicable law, Independent School District No. _____ gives notice to parents of students currently in attendance in the school district, and eligible students currently in attendance in the school district, of their rights regarding "directory information."

"Directory information" includes the following information relating to a student: the student's name; address; telephone number; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status; participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; the most recent educational agency or institution attended by the student; and other similar information. "Directory information" also includes the name, address, and telephone number of the student's parent(s). "Directory information" does not include a student's social security number or a student's identification number (ID) if the ID may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number, password, or other factor known or possessed only by the authorized user. It also does not include identifying information on a student's religion, race, color, social position, or nationality.

[Note: The definition of directory information is found on page 515-2 of the school district's policy. 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 include 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. A school district also may specify in this section 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.]

- a. THE INFORMATION LISTED ABOVE SHALL BE PUBLIC INFORMATION WHICH THE SCHOOL DISTRICT MAY DISCLOSE FROM THE EDUCATION RECORDS OF A STUDENT OR INFORMATION REGARDING A PARENT.
- b. SHOULD THE PARENT OF A STUDENT OR THE STUDENT SO DESIRE, ANY OR ALL OF THE LISTED INFORMATION WILL NOT BE DISCLOSED WITHOUT THE PARENT'S OR ELIGIBLE STUDENT'S PRIOR WRITTEN CONSENT EXCEPT TO SCHOOL OFFICIALS AS PROVIDED UNDER FEDERAL LAW.
- c. IN ORDER TO MAKE ANY OR ALL OF THE DIRECTORY INFORMATION LISTED ABOVE "PRIVATE" (I.E., SUBJECT TO CONSENT PRIOR TO DISCLOSURE), THE PARENT OR ELIGIBLE STUDENT MUST MAKE A WRITTEN REQUEST TO THE BUILDING PRINCIPAL WITHIN THIRTY (30) DAYS AFTER THE DATE OF THE LAST PUBLICATION OF THIS NOTICE. THIS WRITTEN REQUEST MUST INCLUDE THE FOLLOWING INFORMATION:
 - (1) NAME OF STUDENT AND PARENT, AS APPROPRIATE;
 - (2) HOME ADDRESS;
 - (3) SCHOOL PRESENTLY ATTENDED BY STUDENT;

(4) PARENT'S LEGAL RELATIONSHIP TO STUDENT, IF APPLICABLE;

(5) SPECIFIC CATEGORY OR CATEGORIES OF DIRECTORY INFORMATION WHICH IS NOT TO BE MADE PUBLIC WITHOUT THE PARENT'S OR ELIGIBLE STUDENT'S PRIOR WRITTEN CONSENT.

5. Pursuant to applicable law, Independent School District No. _____ hereby gives notice to parents of students and eligible students in grades 11 and 12 of their rights regarding release of information to military recruiting officers and post-secondary educational institutions. The school district must release the names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request. Data released to military recruiting officers under this provision may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military and cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.

SHOULD THE PARENT OF A STUDENT OR THE ELIGIBLE STUDENT SO DESIRE, ANY OR ALL OF THE LISTED INFORMATION WILL NOT BE DISCLOSED TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS WITHOUT PRIOR CONSENT.

IN ORDER TO REFUSE THE RELEASE OF THIS INFORMATION WITHOUT PRIOR CONSENT, THE PARENT OR ELIGIBLE STUDENT MUST MAKE A WRITTEN REQUEST TO THE RESPONSIBLE AUTHORITY, *[DESIGNATE TITLE OF INDIVIDUAL, I.E., BUILDING PRINCIPAL]*, BY *[INSERT DATE]* EACH YEAR. THIS WRITTEN REQUEST MUST INCLUDE THE FOLLOWING INFORMATION:

- (1) NAME OF STUDENT AND PARENT, AS APPROPRIATE;**
- (2) HOME ADDRESS;**
- (3) STUDENT'S GRADE LEVEL;**
- (4) SCHOOL PRESENTLY ATTENDED BY STUDENT;**
- (5) PARENT'S LEGAL RELATIONSHIP TO STUDENT, IF APPLICABLE;**
- (6) SPECIFIC CATEGORY OR CATEGORIES OF INFORMATION WHICH ARE NOT TO BE RELEASED TO MILITARY**

**RECRUITING OFFICERS AND POST-SECONDARY
EDUCATIONAL INSTITUTIONS WITHOUT PRIOR CONSENT;**

- (7) SPECIFIC CATEGORY OR CATEGORIES OF DIRECTORY
INFORMATION WHICH ARE NOT TO BE RELEASED TO THE
PUBLIC, INCLUDING MILITARY RECRUITING OFFICERS
AND POST-SECONDARY EDUCATIONAL INSTITUTIONS.**

Notice: Refusal to release the above information to military recruiting officers and post-secondary educational institutions alone does not affect the school district's release of directory information to the public, including military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in the Directory Information section of this notice also must be followed. If you do not want your child's or eligible student's directory information released to military recruiting officers or post-secondary educational institutions, you also must notify the school district that you do not want this directory information released to any member of the public, including military recruiting officers and post-secondary educational institutions.

INDEPENDENT SCHOOL DISTRICT NO. _____
_____, MINNESOTA

Dated: _____

Chair

[Note: The use of this form requesting information about specific activities or behavior is mandated by statute. In addition, the school district is required to maintain such requests and a record of any release in the student's file.]

**JUVENILE JUSTICE SYSTEM
REQUEST FOR INFORMATION**

Family Educational Rights and Privacy Act
Minnesota Government Data Practices Act, Minn. Stat. § 13.32, Subds. 3(i) and 8(b)

DATE/TIME OF REQUEST: _____

TO: _____
(Superintendent of school district or chief administrative officer of school)

FROM: _____
(Requester's name/agency)

STUDENT: _____

BASIS FOR REQUEST:

_____ Juvenile delinquency investigation/prosecution
_____ Child protection assessment/investigation
_____ Investigation/filing of CHIPS or delinquency petition

REASON FOR REQUEST: (Requester must describe why information regarding existence of the data marked below is necessary to effectively serve the student)

RESPONSE TO REQUEST:

The school must indicate whether it has data on the student that document any activity or behavior marked by the requester.

INFORMATION REQUESTED: (*mark all that apply*) **RESPONSE PROVIDED:** (*yes / no*)

Indicate whether you have data that document the student's:

_____	Use of a controlled substance, alcohol, or tobacco	_____
_____	Assaultive or threatening conduct as defined in Minn. Stat. § 13.32, Subd. 8	_____
_____	Possession or use of weapons or look-alike weapons	_____
_____	Theft	_____
_____	Vandalism and damage to property	_____

CERTIFICATION: The undersigned certifies that he or she is a member of the juvenile justice system. The requested data are needed by the juvenile justice system so it may effectively serve, prior to adjudication, the student whose records are released. The undersigned will not disclose the information received to any other party, except as provided under state law, without prior written consent as required by Code of Federal Regulations, title 34, section 99.38(b). The undersigned further certifies that he or she understands that, by signing this request, he or she is subject to the penalties in Minn. Stat. § 13.09.

Signature/Title

[Note: A principal or chief administrative officer of a school who receives such a request to disclose information about a student to the juvenile justice system shall, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information before disclosing the information. If the student's parent or guardian notifies the principal or chief administrative officer within ten (10) days of receiving the certified notice that the parent or guardian objects to the disclosure, the principal or chief administrative officer must not disclose the information. The principal or chief administrative officer must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the principal or chief administrative officer must respond to the data request.]

Adopted: _____

MSBA/MASA Model Policy 515

Orig. 1995

Revised: _____

Rev. 2013

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

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

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 *[designate title and actual name of individual]*.

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 *[insert the following if the school district has a policy regarding Staff Notification of Violent Behavior by Students]* and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under 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 25 U.S.C. § 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization

to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

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 [*designate title of individual, i.e., building principal*] in writing by [*date*] each year. The written request must include the following information:
1. Name of student and parent, as appropriate;
 2. Home address;
 3. Student's grade level;
 4. School presently attended by student;
 5. Parent's legal relationship to student, if applicable;
 6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
 7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
- E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, 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)

INTERNET USE AGREEMENT - STUDENT

STUDENT

I have read and do understand the school district policies relating to safety and acceptable use of the school district computer system and the Internet and agree to abide by them. I further understand that should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action may be taken.

User's Full Name (please print): _____

User Signature: _____

Date: _____

PARENT OR GUARDIAN

As the parent or guardian of this student, I have read the school district policies relating to safety and acceptable use of the school district computer system and the Internet. I understand that this access is designed for educational purposes. The school district has taken precautions to eliminate controversial material. However, I also recognize it is impossible for the school district to restrict access to all controversial materials and I will not hold the school district or its employees or agents responsible for materials acquired on the Internet. Further, I accept full responsibility for supervision if and when my child's use is not in a school setting. I hereby give permission to issue an account for my child and certify that the information contained on this form is correct.

Parent or Guardian's Name (please print): _____

Parent or Guardian's Signature: _____

SUPERVISING TEACHER

(Must be signed if applicant is a student)

I have read the school district policies relating to safety and acceptable use of the school district computer system and the Internet and agree to promote these policies with the student. Because the student may use the Internet on the school district computer system for individual work or in the context of another class, I cannot be held responsible for the student's use of the Internet on network. As the supervising teacher I do agree to instruct the student on acceptable use of the Internet and network and proper network etiquette.

Teacher's Name (please print): _____

Teacher's Signature: _____

INTERNET USE AGREEMENT - EMPLOYEE

SCHOOL DISTRICT EMPLOYEE

I have read and do understand the school district policies relating to safety and acceptable use of the school district computer system and the Internet and agree to abide by them. I further understand that should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action may be taken.

User's Full Name (please print): _____

User Signature: _____

Date: _____

Adopted: _____

MSBA/MASA Model Policy 524

Orig. 1996

Revised: _____

Rev. 2019

524 INTERNET ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student and employee access to the school district computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATIONAL PURPOSE

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

IV. USE OF SYSTEM IS A PRIVILEGE

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

- A. The following uses of the school district system and Internet resources or accounts are considered unacceptable:
1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:
 - a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
 - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - d. information or materials that could cause damage or danger of disruption to the educational process;
 - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
 2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
 3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.
 4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.
 5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.
 6. Users will not use the school district system to post private information about another person, personal contact information about themselves or

other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

- a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).
- b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:
 - (1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or
 - (2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

- c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as "Facebook," "Twitter," "Instagram," "Snapchat," and "Reddit," and similar websites or applications.
7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system

through the school district system, attempt to log in through another person's account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.

8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.
 9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.
 10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy (MSBA/MASA Model Policy 514). This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.
- B. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations include, but are not limited to, situations where the school district system is compromised or if a school district employee or student is negatively impacted. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.
- C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an

assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

VI. FILTER

All computers equipped with Internet access and available for student use at each school site will be equipped to restrict, by use of available software filtering technology or other effective methods, all student access to materials that are reasonably believed to be obscene, child pornography or harmful to minors under state or federal law. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

- A. All school district computers with Internet access and available for student use will be equipped to restrict, by use of available software filtering technology or other effective methods, all student access to materials that are reasonably believed to be obscene, child pornography or harmful to minors under state or federal law.
- B. All school district computers with Internet access, not just those accessible and available to students, will be equipped to restrict, by use of available software filtering technology or other effective methods, adult access to materials that are reasonably believed to be obscene or child pornography under state or federal law.
- C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

ALTERNATIVE

- A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:
 - 1. Obscene;
 - 2. Child pornography; or
 - 3. Harmful to minors.
- B. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that:
 - 1. Taken as a whole and with respect to minors, appeals to a prurient interest

in nudity, sex, or excretion; or

2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
 3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
- D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
- E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of the school district computer system and use of the Internet shall be consistent with school district policies and the mission of the school district.

VIII. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.
- B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. Parents have the right at any time to investigate or review the contents of their child's files and e-mail files. Parents have the right to request the termination of their child's individual account at any time.
- E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials

in files maintained on the school district system may be subject to review, disclosure or discovery under Minn. Stat. Ch. 13 (the Minnesota Government Data Practices Act).

- F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE AGREEMENT

- A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of the school district.
- B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.
- C. The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office. As supervising teachers change, the agreement signed by the new teacher shall be attached to the original agreement.

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on school district diskettes, tapes, hard drives, or servers, or for delays or changes in or interruptions of service or mis deliveries or nondelivered of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

XI. USER NOTIFICATION

- A. All users shall be notified of the school district policies relating to Internet use.
- B. This notification shall include the following:
 - 1. Notification that Internet use is subject to compliance with school district policies.
 - 2. Disclaimers limiting the school district's liability relative to:

- a. Information stored on school district diskettes, hard drives, or servers.
 - b. Information retrieved through school district computers, networks, or online resources.
 - c. Personal property used to access school district computers, networks, or online resources.
 - d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.
6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by Policy 406, Public and Private Personnel Data, and Policy 515, Protection and Privacy of Pupil Records.
7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

- A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.
- B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide

parents the option to request alternative activities not requiring Internet access. This notification should include:

1. A copy of the user notification form provided to the student user.
2. A description of parent/guardian responsibilities.
3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.
4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.
5. A statement that the school district's acceptable use policy is available for parental review.

XIII. IMPLEMENTATION; POLICY REVIEW

- A. The school district administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.
- B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.
- C. The school district Internet policies and procedures are available for review by all parents, guardians, staff, and members of the community.
- D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

Legal References: 15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
United States v. Amer. Library Assoc., 539 U.S. 194, 123 S.Ct. 2297, 56 L.Ed.2d 221 (2003)
Doninger v. Niehoff, 527 F.3d 41 (2nd Cir. 2008)

R.S. v. Minnewaska Area Sch. Dist. No. 2149, No. 12-588, 2012 WL 3870868 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), *aff'd* on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee's Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Kowalski v. Berkeley County Sch., 652 F.3d 565 (4th Cir. 2011)
Layshock v. Hermitage Sch. Dist., 650 F.3d 205 (3rd Cir. 2011)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
 MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
 MSBA/MASA Model Policy 506 (Student Discipline)
 MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
 MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
 MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
 MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)
 MSBA/MASA Model Policy 603 (Curriculum Development)
 MSBA/MASA Model Policy 604 (Instructional Curriculum)
 MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
 MSBA/MASA Model Policy 806 (Crisis Management Policy)
 MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

Notification to Employer Of Moving Violation Commercial Drivers License 49 CFR 383.31 Minnesota Statute 171.168	
Upon conviction of any moving violation by any state or local jurisdiction the holder of a Minnesota Commercial Driver License must notify their employer(s) in writing within 30 days of such conviction.	
DRIVER NAME (First Name, MI, Last Name)	STATE
COMMERCIAL DRIVER'S LICENSE NUMBER	DID THE VIOLATION HAPPEN IN A CMV? G YES G NO
DATE OF CONVICTION	
LOCATION OF OFFENSE	CITY STATE
DETAILS ABOUT THE OFFENSE, INCLUDING ANY RESULTING SUSPENSION, REVOCATION, OR CANCELLATION OF DRIVING PRIVILEGES:	DATE
SIGNATURE OF DRIVER	

Notification to Employer Of Suspension, Revocation, Cancellation or Disqualification Commercial Drivers License 49 CFR 383.33 Minnesota Statute 171.169	
The holder of a Minnesota Commercial Driver License shall notify their employer(s) in writing of any suspension, revocation, cancellation, loss of privilege or disqualification, before the end of the business day following the day the driver (employee) received notice of the suspension, revocation, cancellation, loss of privilege or disqualification.	
DRIVER NAME (First Name, MI, Last Name)	STATE
COMMERCIAL DRIVER'S LICENSE NUMBER	DID THE VIOLATION HAPPEN IN A CMV? G YES G NO
DATE OF CONVICTION	
LOCATION OF OFFENSE	CITY STATE
DETAILS ABOUT THE OFFENSE, INCLUDING ANY RESULTING SUSPENSION, REVOCATION, OR CANCELLATION OF DRIVING PRIVILEGES:	DATE
SIGNATURE OF DRIVER	

Type III School Bus Driver Notification to Employer Of Violation	
<u>Alcohol Related Offense (Minnesota Statute 169A)</u> <u>Disqualifying Offense (Minnesota Statute 171.3215 sub 1)</u> <u>Moving Violation (Minnesota Statute 169)</u> Minnesota Statute 171.02 sub 2b	
An operator who sustains a conviction as described in 171.02 sub 2b paragraph (h), (i) or (j) while employed by the entity that owns, leases, or contracts for the school bus shall report the conviction to the employer(s) in writing within 10 days of such conviction.	
DRIVER NAME (First Name, MI, Last Name)	STATE
DRIVER'S LICENSE NUMBER	DID THE VIOLATION HAPPEN IN A CMV? G YES G NO
DATE OF CONVICTION	
LOCATION OF OFFENSE	CITY STATE
DETAILS ABOUT THE OFFENSE, INCLUDING ANY RESULTING SUSPENSION, REVOCATION, OR CANCELLATION OF DRIVING PRIVILEGES:	DATE
SIGNATURE OF DRIVER	

This is the only form approved by the Minnesota State Patrol.

Adopted: _____

MSBA/MASA Model Policy 721

Orig. 2016

Revised: _____

Rev. 2019

721 UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES

[Note: School districts are required by the federal Uniform Grant Guidance regulations, 2 C.F.R. Part 200, to have the policies which establish uniform administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities including school districts. In June 2018, The United States Office of Management and Budget published the final regulations December 26, 2013. The Uniform Grant Guidance is effective for new and continuation federal grant awards issued on or after December 26, 2014. The regulations do not affect grant funds awarded prior to December 26, 2014, unless funds made available under those grants are carried forward into a new federal fiscal year or a continuation grant. 2 C.F.R. § 200.110 increased the threshold dollar amounts for both simplified acquisition costs (\$250,000) and micro-purchases (\$10,000).]

I. PURPOSE

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district.

II. DEFINITIONS

A. Grants

1. “State-administered grants” are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).
2. “Direct grants” are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

[Note: All of the requirements outlined in this policy apply to both direct grants and state-administered grants.]

- B. “Non-federal entity” means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

- C. “Federal award” has the meaning, depending on the context, in either paragraph 1. or 2. of this definition:
1. a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101 (Applicability); or
 - b. The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101 (Applicability).
 2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 C.F.R. § 200.40 (Federal Financial Assistance), or the cost-reimbursement contract awarded under the federal Acquisition Regulations.
 3. “Federal award” does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.
- D. “Contract” means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 C.F.R. Part 200, does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.
- E. Procurement Methods
1. “Procurement by micro-purchase” is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (generally ~~\$3,000~~ \$10,000, except as otherwise discussed in 48 C.F.R. Subpart 2.1 or as periodically adjusted for inflation).
 2. “Procurement by small purchase procedures” are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than ~~\$150,000~~ \$250,000 (periodically adjusted for inflation).
 3. “Procurement by sealed bids (formal advertising)” is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
 4. “Procurement by competitive proposals” is normally conducted with more

than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.

5. “Procurement by noncompetitive proposals” is procurement through solicitation of a proposal from only one source.
- F. “Equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.
- G. “Compensation for personal services” includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 C.F.R. § 200.431 (Compensation - Fringe Benefits).
- H. “Post-retirement health plans” refer to costs of health insurance or health services not included in a pension plan covered by 2 C.F.R. § 200.431(g) for retirees and their spouses, dependents, and survivors.
- I. “Severance pay” is a payment in addition to regular salaries and wages by the non-federal entities to workers whose employment is being terminated.
- J. “Direct costs” are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.
- K. “Relocation costs” are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.
- L. “Travel costs” are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

III. CONFLICT OF INTEREST

- A. Employee Conflict of Interest. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The employees, officers, and agents of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, or agents of the school district.

- B. Organizational Conflicts of Interest. The school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization because of relationships with a parent company, affiliate, or subsidiary organization.
- C. Disclosing Conflicts of Interest. The school district must disclose in writing any potential conflict of interest to MDE in accordance with applicable federal awarding agency policy.

IV. ACCEPTABLE METHODS OF PROCUREMENT

- A. General Procurement Standards. The school district must use its own documented procurement procedures which reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.
- B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.
- D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.
- F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues

include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.

- G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- H. Methods of Procurement. The school district must use one of the following methods of procurement:
 - 1. Procurement by micro-purchases. To the extent practicable, the school district must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the school district considers the price to be reasonable.
 - 2. Procurement by small purchase procedures. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
 - 3. Procurement by sealed bids (formal advertising).
 - 4. Procurement by competitive proposals. If this method is used, the following requirements apply:
 - a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - b. Proposals must be solicited from an adequate number of qualified sources;
 - c. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
 - d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - e. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in

procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.

5. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:

- a. The item is available only from a single source;
- b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- c. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or
- d. After solicitation of a number of sources, competition is determined inadequate.

I. Competition. The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

J. The school district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the school district must not preclude potential bidders from qualifying during the solicitation period.

K. Non-federal entities are prohibited from contracting with or making subawards under “covered transactions” to parties that are suspended or debarred or whose principals are suspended or debarred. “Covered transactions” include procurement

contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000.

- L. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 C.F.R. § 180.215.

V. MANAGING EQUIPMENT AND SAFEGUARDING ASSETS

- A. Property Standards. The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 C.F.R. §§ 200.311, 200.314, and 200.315.

- B. Equipment

Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep property in good condition.
5. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

VI. FINANCIAL MANAGEMENT REQUIREMENTS

- A. Financial Management. The school district's financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award.
- B. Payment. The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control.

Advance payments to a school district must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

- C. Internal Controls. The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States, or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The school district must comply with federal statutes, regulations, and the terms and conditions of the federal award.

The school district must also evaluate and monitor the school district's compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must also take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

VII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

- A. Allowable Use of Funds. The school district administration and board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.
- B. Definitions
1. “Allowable cost” means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.
 2. “Education Department General Administrative Regulations (EDGAR)” means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements). EDGAR can be accessed at: <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.
 3. “Omni Circular” or “2 C.F.R. Part 200s” or “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” means federal cost principles that provide standards for determining whether costs may be charged to federal grants.
 4. “Advance payment” means a payment that a federal awarding agency or passthrough entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-federal entity disburses the funds for program purposes.
- C. Allowable Costs. The following items are costs that may be allowable under the 2 C.F.R. Part 200s under specific conditions:
1. Advisory councils;
 2. Audit costs and related services;
 3. Bonding costs;
 4. Communication costs;
 5. Compensation for personal services;
 6. Depreciation and use allowances;

7. Employee morale, health, and welfare costs;
8. Equipment and other capital expenditures;
9. Gains and losses on disposition of depreciable property and other capital assets and substantial relocation of federal programs;
10. Insurance and indemnification;
11. Maintenance, operations, and repairs;
12. Materials and supplies costs;
13. Meetings and conferences;
14. Memberships, subscriptions, and professional activity costs;
15. Security costs;
16. Professional service costs;
17. Proposal costs;
18. Publication and printing costs;
19. Rearrangement and alteration costs;
20. Rental costs of building and equipment;
21. Training costs; and
22. Travel costs.

D. Costs Forbidden by Federal Law. 2 CFR Part 200s and EDGAR identify certain costs that may never be paid with federal funds. The following list provides examples of such costs. If a cost is on this list, it may not be supported with federal funds. The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 CFR Part 200s; thus, the following list is not exhaustive:

1. Advertising and public relations costs (with limited exceptions), including promotional items and memorabilia, models, gifts, and souvenirs;
2. Alcoholic beverages;
3. Bad debts;

4. Contingency provisions (with limited exceptions);
5. Fundraising and investment management costs (with limited exceptions);
6. Donations;
7. Contributions;
8. Entertainment (amusement, diversion, and social activities and any associated costs);
9. Fines and penalties;
10. General government expenses (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));
11. Goods or services for personal use;
12. Interest, except interest specifically stated in 2 C.F.R. § 200.441 as allowable;
13. Religious use;
14. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);
15. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and
16. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.
2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.
3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In

those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

1. The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes five core principles that serve as an important guide for effective grant management. These core principles require all costs to be:
 - a. Necessary for the proper and efficient performance or administration of the program.
 - b. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.
 - c. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.
 - d. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.
 - e. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

G. Program Specific Fiscal Rules. The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.
2. Many state-administered programs require local education agencies (LEAs) to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education

costs and not to supplant (or replace) those funds. Generally, the “supplement, not supplant” provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).

3. Auditors generally presume supplanting has occurred in three situations:
 - a. School district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.
 - b. School district uses federal funds to provide services that the school district provided with state or local funds in the prior year.
 - c. School district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.
4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.
2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district's grants.

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.
2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

J. Employee Sanctions. Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

VIII. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written policy of the school district consistently applied to both federal and non-federal activities; and
2. Follows an appointment made in accordance with a school district's written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, a school district must follow its written non-federal, entitywide policies and practices concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

B. Compensation – Fringe Benefits

1. During leave.

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- a. They are provided under established written leave policies;
 - b. The costs are equitably allocated to all related activities, including federal awards; and
 - c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.
2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 C.F.R. § 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as

direct or indirect costs in accordance with the school district's accounting practices.

3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.
4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the written policies of the school district.
5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the school district.
6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.

C. Insurance and Indemnification. Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.

D. Recruiting Costs. Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:

1. Critical and necessary for the conduct of the project;
2. Allowable under the cost principles set forth in the Uniform Grant Guidance;
3. Consistent with the school district's cost accounting practices and school district policy; and
4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.

E. Relocation Costs of Employees. Relocation costs are allowable, subject to the limitations described below, provided that reimbursement to the employee is in accordance with the school district's reimbursement policy.

F. Travel Costs. Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like

circumstances in the school district's non-federally funded activities and in accordance with the school district's reimbursement policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations according to the school district's written reimbursement and/or travel policies.

In addition, when costs are charged directly to the federal award, documentation must justify the following:

1. Participation of the individual is necessary to the federal award; and
2. The costs are reasonable and consistent with the school district's established travel policy.

Temporary dependent care costs above and beyond regular dependent care that directly results from travel to conferences is allowable provided the costs are:

1. A direct result of the individual's travel for the federal award;
2. Consistent with the school district's documented travel policy for all school district travel; and
3. Only temporary during the travel period.

[Note: Noncompliance. If a school district fails to comply with federal statutes, regulations, or the terms and conditions of a federal award, the DOE or MDE may impose additional conditions, as described in 2 C.F.R. § 200.207 (Specific Conditions). If the DOE or MDE determines that noncompliance cannot be remedied by imposing additional conditions, the DOE or MDE may take one or more of the following actions, as appropriate under the circumstances: 1) Temporarily withhold cash payments pending correction of the deficiency by the school district or more severe enforcement action by the DOE or MDE; 2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; 3) Wholly or partly suspend or terminate the federal award; 4) Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and DOE regulations (or, in the case of MDE, recommend such a proceeding be initiated by the DOE); 5) Withhold further federal awards for the project or program; and/or 6) Take other remedies that may be legally available.]

Legal References: 2 C.F.R. § 200.12 (Capital Assets)
2 C.F.R. § 200.112 (Conflict of Interest)
2 C.F.R. § 200.113 (Mandatory Disclosures)
2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Risk Posed by Applicants)

2 C.F.R. § 200.212 (Suspension and Debarment)
 2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
 2 C.F.R. § 200.302 (Financial Management)
 2 C.F.R. § 200.303 (Internal Controls)
 2 C.F.R. § 200.305(b)(1) (Payment)
 2 C.F.R. § 200.310 (Insurance Coverage)
 2 C.F.R. § 200.311 (Real Property)
 2 C.F.R. § 200.313(d) (Equipment)
 2 C.F.R. § 200.314 (Supplies)
 2 C.F.R. § 200.315 (Intangible Property)
 2 C.F.R. § 200.318 (General Procurement Standards)
 2 C.F.R. § 200.319(c) (Competition)
 2 C.F.R. § 200.320 (Methods of Procurement to be Followed)
 2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms)
 2 C.F.R. § 200.328 (Monitoring and Reporting Program Performance)
 2 C.F.R. § 200.338 (Remedies for Noncompliance)
 2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
 2 C.F.R. § 200.430 (Compensation – Personal Services)
 2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
 2 C.F.R. § 200.447 (Insurance and Indemnification)
 2 C.F.R. § 200.463 (Recruiting Costs)
 2 C.F.R. § 200.464 (Relocation Costs of Employees)
 2 C.F.R. § 200.473 (Transportation Costs)
 2 C.F.R. § 200.474 (Travel Costs)

Cross References: MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)
 MSBA/MASA Model Policy 210 (Conflict of Interest – School Board Members)
 MSBA/MASA Model Policy 210.1 (Conflict of Interest – Charter School Board Members)
 MSBA/MASA Model Policy 412 (Expense Reimbursement)
 MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
 MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
 MSBA/MASA Model Policy 702 (Accounting)
 MSBA/MASA Model Policy 703 (Annual Audit)

209 CODE OF ETHICS

I. PURPOSE

The purpose of this policy is to assist the individual school board member in understanding his or her role as part of a school board and in recognizing the contribution that each member must make to develop an effective and responsible school board.

II. GENERAL STATEMENT OF POLICY

Each school board member shall follow the code of ethics stated in this policy.

A. AS A MEMBER OF THE SCHOOL BOARD, I WILL:

1. Attend school board meetings.
2. Come to the meetings prepared for discussion of the agenda items.
3. Listen to the opinions and views of others (including, but not limited to, other school board members, administration, staff, students, and community members).
4. Vote my conscience after informed discussion, unless I abstain because a conflict of interest exists.
5. Support the decision of the school board, even if my position concerning the issue was different.
6. Recognize the integrity of my predecessors and associates and appreciate their work.
7. Be primarily motivated by a desire to provide the best possible education for the students of my school district.
8. Inform myself about the proper duties and functions of a school board member.

B. IN PERFORMING THE PROPER FUNCTIONS OF A SCHOOL BOARD MEMBER, I WILL:

1. Focus on education policy as much as possible.

2. Remember my responsibility is to set policy – not to implement policy.
3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.
4. Recognize that my responsibility, exercised through the actions of the school board as a whole, is to see that the schools are properly run – not to run them myself.
5. Work through the superintendent – not over or around the superintendent.
6. Delegate the implementation of school board decisions to the superintendent.

C. TO MAINTAIN RELATIONS WITH OTHER MEMBERS OF THE SCHOOL BOARD, I WILL:

1. Respect the rights of others to have and express opinions.
2. Recognize that authority rests with the school board in legal session – not with the individual members of the school board except as authorized by law.
3. Make no disparaging remarks, in or out of school board meetings, about other members of the school board or their opinions.
4. Keep an open mind about how I will vote on any proposition until the board has met and fully discussed the issue.
5. Make decisions by voting in school board meetings after all sides of debatable questions have been presented.
6. Insist that committees be appointed to serve only in an advisory capacity to the school board.

D. IN MEETING MY RESPONSIBILITIES TO MY COMMUNITY, I WILL:

1. Attempt to appraise and plan for both the present and future educational needs of the school district and community.
2. Attempt to obtain adequate financial support for the school district's programs.
3. Insist that business transactions of the school district be ethical and open.

4. Strive to uphold my responsibilities and accountability to the taxpayers in my school district.

E. IN WORKING WITH THE SUPERINTENDENT OF SCHOOLS AND STAFF, I WILL:

1. Hold the superintendent responsible for the administration of the school district.

2. Give the superintendent authority commensurate with his or her responsibilities.

3. Assure that the school district will be administered by the best professional personnel available.

4. Consider the recommendation of the superintendent in hiring all employees.

5. Participate in school board action after considering the recommendation of the superintendent and only after the superintendent has furnished adequate information supporting the recommendation.

6. Insist the superintendent keep the school board adequately informed at all times.

7. Offer the superintendent counsel and advice.

8. Recognize the status of the superintendent as the chief executive officer and a non-voting, ex officio member of the school board.

9. Refer all complaints to the proper administrative officer or insist that they be presented in writing to the whole school board for proper referral according to the chain of command.

10. Present any personal criticisms of employees to the superintendent.

11. Provide support for the superintendent and employees of the school district so they may perform their proper functions on a professional level.

F. IN FULFILLING MY LEGAL OBLIGATIONS AS A SCHOOL BOARD MEMBER, I WILL:

1. Comply with all federal, state, and local laws relating to my work as a school board member.

2. Comply with all school district policies as adopted by the school board.

3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other state and federal agencies with jurisdiction over school districts.

4. Recognize that school district business may be legally transacted only in an open meeting of the school board.
5. Avoid conflicts of interest and refrain from using my school board position for personal gain.
6. Take no private action that will compromise the school board or administration.
7. Guard the confidentiality of information that is protected under applicable law.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (School District Powers)

Minn. Stat. § 123B.09 (School Board Powers)

Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

Cross References: MSBA Service Manual, Chapter 1, School Board Member Code of Ethics

INDEPENDENT SCHOOL DISTRICT NO. 108
PUBLIC DATA REQUEST FORM

TO BE COMPLETED BY THE REQUESTOR

REQUESTOR NAME (NOT REQUIRED):	PHONE NUMBER:*
ADDRESS:*	EMAIL ADDRESS:*
DATE OF REQUEST:	
DESCRIPTION OF THE INFORMATION REQUESTED: (attach additional page if necessary)	
MANNER IN WHICH RESPONSIVE DATA IS TO BE PROVIDED:	
INSPECTION ONLY _____ COPIES ONLY** _____ BOTH INSPECTION AND COPIES _____ **	
**Inspection is free, but there is a charge for copies. Payment must be received before copies will be provided.	

FOR OFFICE USE ONLY

DATE REQUEST RECEIVED:	REQUEST RECEIVED BY:
DATE OF RESPONSE:	RESPONSE PROVIDED BY:

* Requestor's name is optional. However, contact information is necessary to mail/email the data. Also, contact information is needed if the school district does not understand the request. We will not work on such a request until clarified.

School Board Policy 708 -

Transportation of Nonpublic School Students

I. Purpose

The purpose of this policy is to address the transportation rights of nonpublic school students and to provide equality of treatment in transporting such students pursuant to law.

II. General Statement of Policy

The policy of the school district is to recognize the rights of nonpublic school students and to provide equal transportation to those students as required by law.

III. Eligibility

A. The school district shall provide equal transportation within the school district for all students to any school when transportation is deemed necessary by the school district because of distance or traffic conditions in like manner and form as provided in Minn. Stat. §§ 123B.88 and 123B.92 when applicable. (Minn. Stat. § 123B.86, Subd. 1)

B. Upon the request of a parent or guardian, the resident school district shall provide school bus transportation to the resident school district boundary for students residing in the resident school district at least the same distance from a nonpublic school actually attended in another school district as public-school students are transported in the transporting school district. Such transportation shall be provided whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the resident school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. (Minn. Stat. § 123B.88, Subd. 1; Minn. Stat. § 123B.86, Subd. 2(a))

C. The resident school district may provide school bus transportation to a nonpublic school in another school district for students residing in the resident school district and attending that school. The resident district may provide this transportation whether there is or is not another nonpublic school within the transporting school district if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. If the resident school district transports students to a nonpublic school located in another school district, the nonpublic school shall pay the cost of such transportation provided outside the resident school district boundaries. (Minn. Stat. § 123B.86, Subd. 2(b))

D. The school district shall provide the necessary transportation within school district boundaries between the nonpublic school and a public school or neutral site for nonpublic school students who are provided pupil support services, if the school district elects to provide pupil support services at a site other than a nonpublic school. (Minn. Stat. § 123B.44, Subd. 1)

E. When transportation is provided, the scheduling of routes, manner and method of transportation, control and discipline of students and any other matter relating thereto shall be within the sole discretion, control and management of the school district. (Minn. Stat. § 123B.86, Subd. 3; Minn. Stat. § 123B.91, Subd. 1a)

F. Additional transportation to and from a nonpublic school may be provided at the expense of the school district where such services are provided in the discretion of the school district.

IV. Students With Disabilities

A. If a resident student with a disability attends a nonpublic school located within the school district, the school district shall provide necessary transportation for the student within the school district between the nonpublic school and the educational facility where special instruction and services are provided on a shared-time basis. If a resident student with a disability attends a nonpublic school located in another school district and if no agreement exists for the provision of special instruction and services on a shared time basis to that student by the school district of attendance and where the special instruction and services are provided within the school district, the resident school district shall provide necessary transportation for that student between the resident school district boundary and the educational facility. The resident school district may provide necessary transportation for that student between its boundary and the nonpublic school attended, but the nonpublic school shall pay the cost of transportation provided outside the resident school district. School districts may make agreements for who provides transportation. Parties serving students on a shared time basis have access to a due process hearing system as provided by law. (Minn. Stat. § 125A.18)

B. When the disabling conditions of a student with a disability are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the disabling conditions and applicable laws. This section shall not be applicable to parents who transport their own child under a contract with the school district. (Minn. Stat. § 123B.88, Subd. 19; Minn. Rules Part 7470.1600, Subd. 1)

C. Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law. (Minn. Rules Part 7470.1700)

D. Any parent or guardian of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in Minn. Stat. Ch. 120.17 (Minn. Rules Part 3520.330, subp. 2)

V. Application of General Policy

The provisions of the school district's policy on transportation of public school students [WBLASB Policy 707] shall apply to the transportation of nonpublic school students except as specifically provided herein.

Legal References:

Minn. Stat. § 123B.44 (Provision of Pupil Support Services)

Minn. Stat. § 123.76 (Policy)

Minn. Stat. § 123.78 (Equal Treatment)

Minn. Stat. § 123B.88 (Independent School Districts, Transportation)

Minn. Stat. § 123B.91, Subd. 1a (Compliance by Nonpublic and Charter School Students)

Minn. Stat. § 123B.92 (Transportation Aid Entitlement)

Minn. Stat. Ch. 125A (Children With a Disability)

Minn. Stat. § 125A.18 (Special Instruction; Nonpublic Schools)

Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)

Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disabilities)

Americans United, Inc. as Protestants and Other Am. United for Separation of Church and State, et al. v. Independent Sch. Dist. No. 622, et al., 288 Minn. 1996, 179 N.W.2d 146 (Minn. 1970)

Eldredge v. Independent Sch. Dist. No. 625, 422 N.W.2d 319 (Minn. App. 1988)

Healy v. Independent Sch. Dist. No. 625, 962 F.2d 1304 (8th Cir. 1992)

Minn. Op. Atty. Gen. 166a-7 (June 3, 1983)

Minn. Op. Atty. Gen. 166a-7 (Sept. 14, 1981)

Minn. Op. Atty. Gen. 166a-7 (July 15, 1976)

Minn. Op. Atty. Gen. 166a-7 (July 17, 1970)

Minn. Op. Atty. Gen. 166a-7 (Oct. 3, 1969)

Minn. Op. Atty. Gen. 166a-7 (Sept. 12, 1969)

Cross References:

WBLASB Policy 707 (Transportation of Public School Students)

WBLASB Policy 709 (Student Transportation Safety Policy)

MSBA Service Manual, Chapter 2, Transportation



Empower All Citizens With The Skills And Knowledge To
Respond When Shots Are Fired.

ALICE

Awareness and Communication

- Situational Awareness
- Alert
- Inform

Response Options

- Evacuate
- Lockdown
- Counter

Situational Awareness is:



- Your perception of the environment around you
- Comprehending the meaning behind your perception

Cooper Color Code of Awareness

White

Yellow

Orange

Red

Black

Alert

This is initial awareness received by your senses is the first notification of danger

The information you receive from your senses



Technology

Apps

Text messages



Information

Is what you are providing or what your situation is providing you

Want to provide real time information

NO CODE WORDS

Use Plain Language

Providing the information allows individuals to know what decision to make based on their training.

Evacuate

Lockdown

Multiple Options during the event

Use existing communications to deliver the information

PA

Phones-Land line, VOIP, text

App

Sending Information

- Plain language that everyone will know
- Provide following information
 - Where is the intruder going?
 - What is the intruder wearing
 - If you see a weapon, what is it
 - Pistol or rifle
- In your classroom and providing information to office
 - Your location, who you are
 - What you saw
 - What did they look like





Evacuation



Evacuate



- You have permission to evacuate if it is safe to do so
- When leaving:
 - Leave all belongings behind
 - Take your “Go Bucket” with you
(refer to the elearning prepare module)
- Once outside of the building proceed to the rally point
- Once at the rally point take attendance and report anyone not with you



Lockdown



Lockdown



When you do not have time and opportunity to evacuate you will need to control your room

Controlling your room

- Lock the door if able
- Using desks, chairs, tables, or anything else around you that allows you to barricade the door.

Barricading Different Type of Door



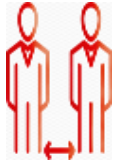
- **Door Opening Out**

- Lock the door
- If available place a table across the frame on the side
- Take a cord, rope, or any other item around the handle and tie it off to the leg of the table.
- Place the remaining desks and chairs in front of the door making an obstacle for the intruder if he makes entry into the room

- **Door Opening In**

- Lock the door
- If you have a folder or anything that can go under the door to "jam" it will assist in it being open inward
- Place heavy items in front of the door
- Take the desks and chairs stacking them in front of the door

Once The Door Is Controlled



Spread out within the room away from the door and windows



Don't huddle in a corner on the floor



Be ready to move or distract the intruder if they make entry into the room



Call 911 when it is safe to do so



Locate your "go bucket" and have ready if you need any of supplies stored inside



Counter Strategy



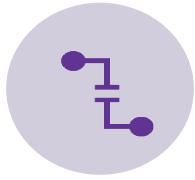
Two Techniques to Overwhelm the Intruder



Distraction
Techniques

Control
Techniques

Distraction Techniques



Overwhelming the decision-making process of the attacker



Research shows that the brain cannot perform 2 functions at the same time



Provides time for you to use another technique or strategy

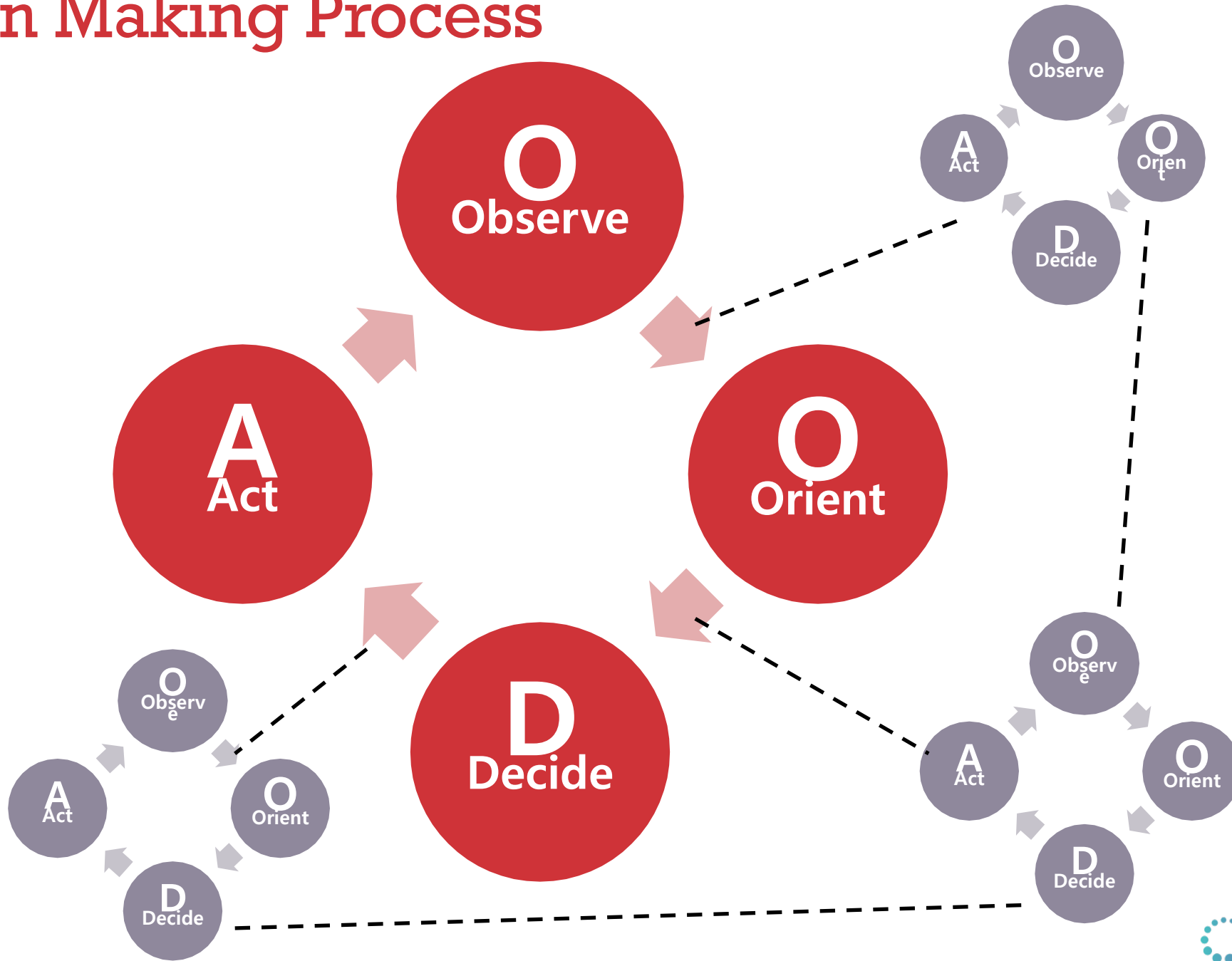


Using environmental objects around us to make the distractions



Pathway to the brain is through the visual pathway of the head

Decision Making Process



THANK YOU

Have a Good Day

Handbook Change Proposal:

Page 24: Strike Current Language around open study skills.

Study Skills for Seniors

1. Seniors who have a study hall during 1st or 7th period and are in good academic standing may be excused by a parent (unless the student is 18). Students should sign in/out at the HS main office. Good academic standing is defined as:
 - a. On track to graduate.
 - b. No unexcused absences.
 - c. No more than six (6) absences from any classes.
 - d. No excessive unexcused tardies
 - e. All detention hours made up
2. Seniors who are enrolled in a study skills class during periods 2-6 are expected to report to the assigned classroom where attendance shall be taken.
3. To the extent possible, we want students to be in school all day every day. We believe this is best for students and for the culture/climate of the school. However, there are exceptions: Students who are in PSEO (Post-Secondary Enrollment Options) or OJT (On the Job Training) may leave school during the periods these are assigned. These students must sign in/out at the high school main office.
4. Starting in the 23-24 school year, a student enrolled in a Plato/Edmentum class anytime throughout the school day must attend their assigned study skills class where attendance will be taken.

**CENTRAL PUBLIC SCHOOLS
ACTIVITIES HANDBOOK
GRADES 7-12**



2022 - 2023

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CENTRAL PUBLIC SCHOOLS

VISION, MISSION, & VALUE STATEMENT

Vision

Ensuring the next generation will identify ways to positively impact our communities.

Mission Statement

Educate, Inspire, Empower - Every Student, Every Day

Value Definitions

Community-Collaborating together to share our success and accomplish our goals.

Kindness-Genuine effort to show compassion for others and realize the value and potential of all.

Integrity-Promoting the highest standards of ethical behavior, fairness and honesty with ourselves and others.

Innovation-Discovering creative opportunities and solutions for purposeful improvement.

Relationships-Creating positive connections that last a lifetime.

**CENTRAL PUBLIC SCHOOLS #108
BOARD OF DIRECTORS
2021-2022**

Sara Eischens, Chair
14850 154th Street
Hamburg, MN 55339
seischens@isd108.org

Shelby Erickson, Director
660 Preserve Blvd
Norwood Young America, MN 55397
serickson@isd108.org

Nicole Evenski, Vice-Chair
2276 Naples Ave
Cologne, MN 55322
nevenski@isd108.org

Elroy Latzig, Director
780 Barnes Lake Drive
Norwood Young America, MN 55397
elatzig@isd108.org

Sarah Lehrke, Director
2534 Devonshire Drive
Norwood Young America, MN 55397
slehrke@isd108.org

Rich Schug, Clerk
305 Lincoln Street
Norwood Young America, MN 55397
rschug@isd108.org

Kyle Strickfaden, Treasurer
760 Barnes Lake Drive
Norwood Young America, MN 55322
kstrickfaden@isd108.org

HIGH SCHOOL CO-CURRICULAR ACTIVITIES

Students are encouraged to participate in the many extra-curricular activities available at Central High School.

SENIOR HIGH SPORTS GRADES 9TH - 12TH

<u>ACTIVITY</u>	<u>HEAD COACH/ADVISOR</u>	<u>PARTICIPATION FEE</u>
Football	Gary Kosek	\$120.00
Volleyball	Sarah Hammers	\$120.00
Cross Country	Mark Lagergren	\$100.00
Wrestling	TBD	\$120.00
Boys' Basketball	Kyle Strickfaden	\$120.00
Girls' Basketball	Gary Lembcke	\$120.00
Softball	Darrin Fox	\$100.00
Baseball	Jon Wroge	\$100.00
Boys' & Girls' Track	Jacob Schrupp	\$100.00
Boys' Soccer	TBD – SE Host	\$120.00
Girls' Soccer	Brain Lundgren	\$120.00

ATHLETIC ACTIVITY PASS (Non-Transferable)

Students - \$40.00

Single Adult - \$60.00

Couple - \$100.00

Family Pass - \$150.00

FINE ARTS AND ORGANIZATIONS

FFA	Jim Mesik	\$10.00
International Club	Jen Schramm	\$20.00
Knowledge Bowl	Kelly Street	\$40.00
One-Act Play	Sarah Thomason	\$50.00
Play/Musical	Jenna Leonard/Sarah Thomason	\$50.00
Robotics	Lynn Panning	\$80.00
Speech Laura Hanson		\$80.00
Stage Band	Adam Halpaus	\$50.00
Trap Team	Mark Harms – Club President	

Maximum of \$440.00 Per Family.

All fees must be paid the first week of practice.

- a. In order to practice.
- b. Quit by end of first week to receive refund fee.
- c. No refund fee after first week of practice.

COACHES & ADVISORS DIRECTORY

CROSS COUNTRY

Head Coach: Mark Lagergren
Assistant Coach: Shawn Erickson

mlagergren@isd108.org
serickson@isd108.org

VOLLEYBALL

Head Coach: Sarah Hammers
V-B Asst. Coach: Cara Voigt
B-Squad. Coach: Rhea Schwalbach
C-Team Coach: Brooke Raether

shammers@isd108.org
rschwalbach@isd108.org
breather@isd108.org

FOOTBALL

Head Coach: Gary Kosek
Asst. Coach: Darrin Fox
Asst. Coach: Dave Style
9th Grade Coach: Jordan Voigt

gkosek@isd108.org
dfox@isd108.org

BOYS SOCCER

TBD

GIRLS SOCCER

Brain Lundgren

blundgren@isd108.org

BOYS BASKETBALL

Head Coach: Kyle Strickfaden
Assistant Coach: Keegan Oak
B -Team Coach: Jay Bollum
C-Team Coach:

kstrickfaden@isd108.org
koak@isd108.org
jbollum@isd108.org

GIRLS BASKETBALL

Head Coach: Gary Lembcke
Asst. Coach: Wade Degler
C-Team Coach: TBD

[glembcke@isd108.org](mailto:g lembcke@isd108.org)
wdegler@isd108.org

WRESTLING

Head Coach: TBD
Asst. Coach: Brian Clark

TRACK

Head Coach: Jacob Schrupp
Asst. Coach: Tim Willems
Asst. Coach: Ashley Williams

jschrupp@isd108.org

awilliams@isd108.org

BASEBALL

Head Coach: Jon Wroge
Asst. Coach: Kyle Evenski
C-Team Coach: Cole Castel

jowroge@isd108.org

kevenski@isd108.org

SOFTBALL

Head Coach: Darrin Fox
Asst. Coach: Sarah Hammers
Asst. Coach: Jay Bollum
C-Team Coach: Keegan Oak

dfox@isd108.org

shammers@isd108.org

jbollum@isd108.org

koak@isd108.org

BAND

Adam Halpaus

ahalpaus@isd108.org

FFA

Jim Mesik

jmesik@isd108.org

KNOWLEDGE BOWL ADVISOR

Kelly Street

kstreet@isd108.org

NATIONAL HONOR SOCIETY

Chris Ludford

cludford@isd108.org

ONE ACT PLAY DIRECTOR

Sarah Thomason

sthomason@isd108.org

PLAY MUSICAL

Adam Halpaus
Jenna Leonard

ahalpaus@isd108.org

jleonard@isd108.org

PEERS

Linda Kaiser

lkaiser@isd108.org

ROBOTICS ADVISOR

Lynn Panning

lpanning@isd108.org

SPEECH ADVISORS

Laura Hanson

lhanson@isd108.org

STUDENT COUNCIL

Taylor Kriz
Katie Kennedy

tkriz@isd108.org
kkennedy@isd108.org

TRAP TEAM

Mark Harms – Club President ?

mharms@gaig.com

VOCAL

Jenna Leonard

jleonard@isd108.org

9th GRADE ADVISORS

Mike Kray
Jay Bollum

mkray@isd108.org
jbollum@isd108.org

10th GRADE ADVISORS

Darrin Fox
Laura Hanson

dfox@isd108.org
lhanson@isd108.org

11th GRADE ADVISORS

Adam Halpaus
Sarah Hammers

ahalpaus@isd108.org
shammers@isd108.org

12th GRADE ADVISORS

Linda Kaiser

lkaiser@isd108.org

INTERNATIONAL CLUB

Jennifer Schramm

jschramm@isd108.org

PROM ADVISOR

Kelly Street

kstreet@isd108.org

CORONATION ADVISOR

Kelly Street

kstreet@isd108.org

SCHOOL YEARBOOK ADVISOR

Kelly Street

bmessner@isd108.org

CENTRAL HIGH SCHOOL "C" CLUB CONSTITUTION

PREAMBLE:

We, the athletics of Central, in order to promote athletics within the limits of the school and to establish closer relationship and cooperation among its members do hereby draw up the said "C" Club Constitution.

ARTICLE I – NAME

The name of this organization shall be the Central High School "C" Club.

ARTICLE II – OFFICERS

The advisor will assume all administrative authority.

ARTICLE III – MEETING

The "C" Club shall meet at the administrative authority.

ARTICLE IV – MEMBERSHIP

Every student who has earned a letter or is recognized as a manager in a said sport is duly recognized as a member of the "C" Club.

ARTICLE V – VOTING

Every member may have one vote. A quorum shall consist of 2/3 of the total membership. No voting shall be conducted unless a quorum is present, and a majority of the quorum shall be necessary to pass any issue at hand except amendments.

ARTICLE VI – VETO POWER

The advisor, coaches and administration reserve the right of absolute power of veto over any and all of the activities of "C" Club.

ARTICLE VII – IMPEACHMENT

The "Club" shall have the sole power of impeachment of its member. (2/3 vote)

ARTICLE VIII – POWERS AND DUTIES OF THE "C" CLUB

The power and duties shall be for the betterment of Central High School Athletics.

ARTICLE IX – AWARDS

Section I – Outstanding Athlete Award.

An award for the outstanding athlete has been established. The said athlete must be a senior. Winners shall receive a plaque recognizing this award. Also, their name will be inscribed on the Outstanding Athlete Trophy which is to remain at school in the trophy case. Points for the Outstanding Athlete Award are earned as follows:

- 3 points for each letter earned in cross country boys and girls
- 3 points for each letter earned in football
- 3 points for each letter earned in soccer
- 3 points for each letter earned in volleyball
- 3 points for each letter earned in basketball boys and girls
- 3 points for each letter earned in danceline
- 3 points for each letter earned in gymnastics
- 3 points for each letter earned in wrestling
- 3 points for each letter earned in cheerleading
- 3 points for each letter earned in baseball
- 3 points for each letter earned in softball
- 3 points for each letter earned in track boys and girls
- 3 points for each letter earned as Captain (senior year only)
- 3 points for each letter earned as Manager
- 5 points for All Conference honor – Football All Section honor
- 1 point for Honorable Mention

- a. Athlete must not have any violations of MSHSL Bylaws;
- b. Tie Breaker:
 - 1. Number of sports participated in;
 - 2. Head coaches vote to end tie.
- c. Points cumulative from grades 9-12.
- d. No student may earn points as manager and letter in another sport in the same season.
- e. Standards of participation for eligibility determined by Athletic Director and High School Principal.

Section II – Awards for championships

Patches for jackets can be purchased for letter winners of teams who have completed championship or co-championship seasons in the conference or section tournament play.

Section III – All Conference Honors – by the conference

All conference awards given to each all conference selection. In track and wrestling, a like award will be given if the athlete takes first place in the conference meet or tournament meets.

Section IV – Award for Managers

Any award given to a championship team will also be given to the manager of said team. No more than two managers per sport are permitted. Lettering will be determined by coach.

Section V – Award for Coaches

An award given to a championship team will also be given to the head and assistant coaches of said team.

ARTICLE X – ADVISOR

The advisor shall be selected by the administration.

ARTICLE XI - STANDARDS FOR LETTERING

All decisions regarding lettering procedures are determined by the athletic director, coaches, and administration collectively. The lettering qualifications are:

Football – 1½ quarters for each game played – exclusive of tournament.

Volleyball – played in ½ of the total games played during the regular season play.

Cross Country – A runner may earn a varsity letter by placing among the top twenty runners in 1/3 of all regularly scheduled meets, or a runner may earn a varsity letter by competing at the varsity level in 70% of all of the regularly scheduled meets, or a runner may earn a varsity letter if they are on the varsity team that competes in the Section meet.

Basketball – Boys and Girls - one half for each game played – exclusive of section tournament.

Wrestling – must earn 22 points throughout the entire season, and or place in conference or section tournament.

Baseball – one inning for each game played – exclusive of section tournament.

Danceline – A dancer will earn a letter if she competes in at least half of the seasons scheduled competitions.

Softball – one inning for each game played – exclusive of section tournament.

Track – Boys and Girls – 1st, 2nd, or 3rd, in conference track meet or 1st, 2nd, 3rd, 4th, or 5th, in district meet or place in 5 meets during the year.

Cheerleading – completes one year of successful cheerleading as determined by coach.

Injury Clause – A letter may be awarded if up to the time of injury the athlete had met the lettering requirements.

Coaches have the following prerogatives:

They may letter a senior if they have participated for two years and would not otherwise letter.

They may letter an athlete on the basis of tournament play.

They may also letter athletes who they believe have contributed significantly to the success of their program.

ARTICLE XII - LETTERING INELIGIBILITY

No Athlete may letter if they violate any MSHSL bylaw during their current season of participation or if not currently participating, the consequence will be applied to their next season of participation.

ARTICLE XIII – AMENDMENTS

Amendments shall be passed by 2/3 of total membership of said organization.

ACADEMIC/FINE ARTS LETTER

The Board of Education wishes to encourage high academic performance and participation in fine arts activities by students in School District 108. To recognize the commitment, talent, and skills exhibited in academic achievement and fine arts participation, the school district shall award a school letter based on established performance criteria.

Senior High students, grades 9-12 shall be eligible for a school letter and for the Presidential Academic Fitness Award for exceptional academic performance.

Senior High students may earn a school letter for fine arts performance in the areas of Drama (One Act Play and/or Three Act Play), Speech, Band, Choir, Student Council, National Honor Society, Yearbook, Knowledge Bowl and PEERS.

No Fine Art participant may letter if they violate any MSHSL rule on alcohol, tobacco, or drugs during their current season of participation or if not currently participating, the consequence will be applied to their next season of participation.

BAND – ADAM HALPAUS, DIRECTOR

Season begins/ends: School Year

Lettering criteria: Students must earn 300 points for first letter. 250 points for additional bars. Students earn points by performing in concerts, jazz band, pep band, band lessons, summer band lessons, solo & ensemble contest, all-state band, or as an elected officer.

Central High School Band (curricular)

* Stage Band * Honor Band * Pep Band

Must be enrolled in CHS Band to be eligible to participate in special performances and contests (Solo & Ensemble contests and Large Group Contest) throughout the school year. Students may be chosen to be part of honor bands (Gustavus, Winona, Luther). Students may also audition to play in Minnesota All State Groups, All State Band, Jazz Ensemble or Orchestra.

Practice for Stage Band on Monday and Wednesday mornings from 7:30 – 8:00.

Several fundraisers each year to raise money for biannual band tour.

“C” CLUB –

- Currently Inactive

CHOIR – JENNA LEONARD, DIRECTOR

Season begins/ends: School Year

Lettering criteria: Students must earn 200 points for first letter. 100 points each letter thereafter. Students earn points by performing in concerts, major ensembles, solo and ensemble contests, all-state choir, musicals, accompanists, attending concerts, church or community choirs, set-up and take-down at concerts and lessons.

Central High School (curricular)

* Honor Choir * Solo & Ensemble * All State Choir * Dorian Festival * Gustavus Festival

Must be enrolled in CHS Choir to be eligible to participate in special performances and contest throughout the school year. Students may also audition to participate in contests.

Practices for contest before or after school.

Three fundraisers per year for choir trip, tour, and choir activities.

DRAMA – ADAM HALPAUS, ADVISOR

Season begins/ends: September – November

Lettering criteria: Students must accumulate a total of 25 points in Drama to achieve their first letter. Points are awarded based on participation in one of the yearly school sponsored productions. The number of points given per student depends on the role they performed in the show. Points can be accumulated from year to year.

Awards: Bronze Pin = 9 points

Silver Pin = 15 points

Gold Pin AND First Letter = 25 points

Each additional letter = 15 points

1. Major Acting Role – 10 points
2. Supporting Role – 8 points
3. Minor Role/Chorus – 5 points
4. Stage Manager – 10 points
5. Assistant Stage Manager – 7 points
6. Crew (Includes set, lights, costume etc.) – 6 points
7. Light/Sound Board Op. – 4 points
8. Musician – 6 points
9. Refreshments/Tickets/Ushers – 2 point
10. Parents help with production – 2 bonus points to the student

Auditions for parts; sign-up for crew, etc.

Practices after school and/or evenings, some Saturdays.

All points awarded are dependent upon attendance at all scheduled rehearsals. **Students who miss more than two rehearsals will lose points.**

Cross Reference: Points for Drama letter are cumulative between Drama/Musical and the One Act Play.

FUTURE FARMERS OF AMERICA (FFA) – JIM MESIK, ADVISOR

Mr. Mesik has more information on different categories with explanations and lettering requirements.

FFA lettering criteria:

FFA members who meet the established active membership criteria relating to meeting attendance, event participation, and service hours will earn an FFA letter. A point system is clearly outlined, including information on the minimum requirements of each category relating to lettering.

Clarification of the FFA Calendar Year:

For lettering purposes, the FFA year starts two weeks prior to the end of a given school year and continues until that same time of the next year. This allows time for points to be totaled and letters to be awarded before the end of a school year. It also means that summer event participation counts for the school year that comes after a given summer.

FUTURE FARMERS OF AMERICA (FFA) cont.

Purpose of FFA Lettering System:

This system is developed and designed to encourage and award active participation for all FFA members. Ideally, this system will motivate members to be a part of a variety of events and strive to find success in what they do in FFA. This will further help students build skills, experiences, and knowledge for a successful future during and after high school.

Point system requirement summary:

Category	Points Required	Points Earned	Comments
1	6		
2	10		
3	5		

INTERNATIONAL CLUB – JEN SCHRAMM, ADVISOR

Season begins/ends: School Year

No letters awarded

- * Group meets on a need basis after school hours to plan projects and activities.
- * Fall and spring fundraisers for trips to Europe and language camps.

Do not have to be enrolled in a language class to participate.

KNOWLEDGE BOWL – KELLY STREET, ADVISOR

Season begins/ends: December – April

Lettering criteria: The requirements to earn a letter for high school knowledge bowl are based on participation, cooperation and achievement. 600 points are needed to letter, with points accumulating from year to year.

1. 10 points earned for each complete practice attended.
2. 50 points earned for each meet at which a student serves as a reader, judge or computer operator.
3. 1 point earned for each point scored by the student's team at a high school knowledge bowl meet.

The advisor shall also have the discretion of awarding a letter to any student on a team that advances to state competition. Additional service bars will accumulate on a 600-point basis. No more than 1 letter will be awarded per student per year.

- * 5 meets per year
- * Compete with area schools
- * Sub-regional meet in April.

Practice during lunch in Mr. Willhite's room on Monday, Wednesday, and Friday (working lunch). Requires students to miss up to 5 days of classroom instruction.

NATIONAL HONOR SOCIETY – CHRIS LUDFORD, ADVISOR

Season begins/ends: School Year and Summer

Lettering criteria: Points are earned by attending meetings, working football concessions, first grade Halloween party, teacher conferences, holiday toy drive, clothing drive, state convention, fund raisers, Halloween trick-or-treating, Stiftungsfest, service hours, Kindergarten, snow week, and other projects during the year.

- * GPA 3.5 (sophomore or junior to apply)
- * Club activities
- * No MSHSL Violations one year prior to application.
- * See advisor for a more detailed lettering policy.
- * 30 service hours
- * Community service projects

If invited, students apply by supplying an activity form, teacher recommendations, community recommendations and paragraph on chosen topic. Voted on by a faculty council.

Various fundraisers are chosen each year.

Meet two Friday mornings a month at 7:35, otherwise, as needed.

ONE ACT PLAY – SARAH THOMASON, ADVISOR

Season begins/end: December – February

Lettering criteria: Students must accumulate a total of 25 points in Drama to achieve their first letter. Points are awarded based on participation in one of the yearly school sponsored productions. The number of points given per student depends on the role they performed in the show. Points can be accumulated from year to year.

Awards: Bronze Pin = 9 points
Silver Pin = 15 points
Gold Pin AND First Letter = 25 points
Each additional letter = 15 points

1. Major Acting Role – 10 points
2. Supporting Role – 8 points
3. Minor Role/Chorus – 5 points
4. Stage Manager – 10 points
5. Assistant Stage Manager – 7 points
6. Crew (Includes set, lights, costume etc.) – 6 points
7. Light/Sound Board Op. – 4 points
8. Musician – 6 points
9. Refreshments/Tickets/Ushers – 2 points
10. Parents help with production – 2 bonus points to the student
11. One Act Play best Actor/Actress and/or starred performance – 3 bonus points
12. 2nd place at either Subs or Sections – 2 bonus points per student
13. 1st place at either Subs or Sections – 3 bonus points per student
14. Starred performance at State – 4 bonus points per student

Auditions for parts, sign up for crew etc.

Practices after school and/or evenings, some Saturdays, evening during Christmas Break

*Delano Drama Festival *Sub-Section Contest *Section Contest *State Contest

All points awarded are dependent upon attendance at all scheduled rehearsals. **Students who miss more than two rehearsals will lose points**

Cross Reference: Points for Drama Letter are cumulative between Drama/Musical and the One-Act play.

PEERS – LINDA KAISER, ADVISOR

10th – 12th Graders

Nine student representatives elected at onset of sophomore year. Participation in PEERS is a 3-year commitment.

Lettering criteria: will remain flexible each year due to changes in activity level and focus of the group. Points are earned by:

1. PEERS must attend 80% of mods.
2. Attend both 7th grade courage retreat and the 9th grade respect retreat.
3. Participate in at least 80% of classroom activities and retreat follow up activities.
4. Involvement in at least two chemical health week activities and one national smoke-out activity.
5. Involvement in Pledge Against Gun Violence, Seat-Belt Checks, Random Acts of Kindness.

PEERS are a diverse student elected group with the direct purpose in mind to serve the student body. PEERS were founded to help foster a positive non-judgmental and safe environment for Central Students. Each year PEERS sponsors Chemical Health Week. Seventh Grade Courage Retreat, Ninth Grade Respect Retreat, as well as educating students about seat belt use, non-violence, and positive decision making.

PEERS must agree on a higher standard of behavior than that stated in the Minnesota State High School League rules. All PEERS sign an agreement to abstain from chemical use and other illegal activities and forfeit involvement and lettering possibilities if they admit wrongdoing.

Two mod meetings/month, plus activities.

ROBOTICS – Team number 5626 – LYNN PANNING, ADVISOR

The mission of our FIRST Robotics program is to inspire young people to be science and technology leaders, by engaging them in exciting mentor-based programs that build science, engineering and technology skills, that inspire innovation, and that foster well-rounded life capabilities including self-confidence, communication, and leadership. The purpose of this lettering system is to encourage and award active participation the robotics program while helping students collaborate with their peers to work towards a common goal.

Lettering Criteria

1. Attend all mandatory team meetings.
2. Attend the FIRST Robotics Kickoff Event.
3. Participate in a minimum of 80 percent of team practices/builds.
4. Full attendance at all regional and/or state competitions is required.

5. Students are expected to maintain passing grades in all classes and are subject to the Central Public Schools Academic Eligibility Policy.
6. Excused absences must be communicated with the FIRST Robotics advisor prior to a student missing the scheduled event.
7. Student behavior must exhibit a positive character, with students receiving no MSHSL or code of conduct violations.

An Override of any requirement may be made at the advisor's discretion in emergency situations, including but not limited to, severe illness, death in a family or extreme financial hardship or other absences deemed "excused."

SPEECH – LAURA HANSON, ADVISOR

In order to letter in Speech, a student must have done the following:

1. Attend and perform at the Team Dress Rehearsal, the Section Meet, and the Speech Friends and Family Night.
2. Attend and perform at 80% of the scheduled High School Speech Meets.
3. Earn 175 lettering points.
 - a. Lettering points may be earned in the following ways:
 - i. Practicing with Mrs. Hanson or Mr. Isles (5 points each time).
 - ii. Practicing at a Captains practice (5 points each time).
 - iii. Competing at Meets (5 points each time).
 - iv. Being the "Speechie of the Meet" (5 points each time).
 - v. Leading Team Warm Ups (3 points each time).
 - vi. Bringing a friend to the Speech Category Mash up (5 points for each friend).
 1. If the friend becomes a competing speech member, an extra 10 points will be added.
 - vii. Being voted and performing the duties of captain (25 points).
 - viii. Placing at meets

1. 1 st place = 10 points	5.	5 th place = 6 points
2. 2 nd place = 9 points	6.	6 th place = 5 points
3. 3 rd place = 8 points	7.	Honorable mention = 3 points
4. 4 th place = 7 points		

STUDENT COUNCIL – SARAH HAMMERS, ADVISOR

Season begins/ends: School Year

Lettering criteria:

- Attend Meetings (7:45 a.m.) or talk to advisor
- Co-Chair two events and help with other projects throughout the year such as:

Summer Bloodmobile	Snow Week
Homecoming	Pennies for Patients

Food Drive Dodge Ball

Raider Time Events

Pledge of Allegiance

Pictures with Santa

Valentine's Day Sales

Winter Bloodmobile

Trash Pickup

We Day Event

Spring Bloodmobile

Student Family Acknowledgement

- New Student Orientation
- Monthly Assignments (Bulletin Boards, Appreciation, School Board, School Spirit)

TRAP TEAM – MARK HARMS, CLUB PRESIDENT

Qualifications and Requirements Lettering criteria

1. Athlete must be a student in grades 7-12. If you are in the program for three years you will receive a letter after the 9th grade season as long as you were in it your 7th, 8th, and 9th grade seasons.
2. Athlete must abide by ISD #108 and the Minnesota State High School Clay Target League activity requirements. Athlete must also adhere to all school district rules, policies and requirements concerning student activities including but not limited to attendance, conduct, scholastic standing and other eligibility requirements.
3. Athlete must average 19 or more points per round in competition play at the end of the season.
4. Athlete must not miss any competition weeks during the season.
5. Athletes that shoot 25 straight at any conference or state meet.
6. Athlete that is a member of a team that wins a State Championship at any level.
7. Athletes that participate in the club for three or more years.
8. Athletes that letter through trapshooting will not be eligible for the athlete of the year award.

If a student athlete fails to adhere to the qualifications and requirement for lettering, the athlete forfeits the right to letter for that season.

YEARBOOK – KELLY STREET, ADVISOR

Season begins/ends: School Year

Produces hardbound 100+ page book of photos and stories from the school year.

Lettering criteria: 250 points needed to letter. Points earned by;

1. Editor – 200 points
2. Underclassman Editor – 50 points
3. Summer Camp – 50 points
4. Attend Staff Mods – 5 points
5. Attend Deadline Nights – 15 points
6. Sell Ads – 10 points
7. Distribute Books – 5 points
8. Story in Publishable form on Deadline – 10 points
9. Pictures in Publishable form on Deadline – 10 points
10. Participate in Fundraisers and/or working at Concessions – 10 points
11. Turn Assignments in early – 3 points

Points are carried over from year to year. Once member has lettered, they go back to zero.

No experience needed. Photography or writing ability a plus. Meet deadlines.

Summer writing camp for editor and two other positions in the club.

Mods as needed.

DISTRICT POLICY FOR ACADEMIC LETTER

Purpose

In order to promote academic excellence and to recognize those students, who have demonstrated superior academic achievement, District 108 has developed the following Academic Lettering Policy.

Criteria

1. Grades 9 – 12 eligible.
2. Students in grades 9, 10, & 11 must maintain a cumulative grade point average of 3.67 or above for 3 of 4 quarters.

Seniors must maintain a cumulative grade point average of 3.67 for the first three quarters.

3. Students will receive a chenille letter and gold bar for their first award; students will receive gold bars for additional awards.
4. Students in grades 9 – 11 must be enrolled in a minimum of six (6) classes. Seniors must earn a minimum of 5.5 credits.
5. Students will not have any "D" or "F" grades for any quarter.

SELECTION POLICY FOR VARSITY AND B TEAMS

A. RESPONSIBILITY:

1. Choosing the members of athletic squads is the responsibility of the coaches of those squads.
2. Prior to trying out, the coach shall provide the following information to all candidates to the team:
 - a. extent of try-out
 - b. criteria used to select the team
 - c. number to be selected
 - d. practice commitment if they make the team
 - e. game commitments

B. PROCEDURE:

1. When a squad number is limited, the process will include three important elements. Each candidate shall:
 - a. Have an opportunity to participate in a minimum of (5) practices.
 - b. Have performed in at least one intra-squad scrimmage/game/session.
 - c. Be personally informed of the reason why the candidate was not chosen by the coach.
2. Candidates not chosen for the squad will NOT BE POSTED.
 - a. Participation fees collected from athletes will be fully refunded to those not selected for the squad.
 - b. Athletes not selected to the squads will not be allowed to practice due to space.
 - c. Athletes not selected will be encouraged to be a part of the team through team management positions.
3. Coaches will discuss alternative possibilities for participation in the sport, or other areas in the activities program.

PLAYER/PLAYING PRIVILEGES

PLAYING TIME

1. Game/activity participation is a privilege not a right.
2. The amount of playing time is at the discretion of the coach/advisor. Playing time is earned and determined based on performance and attitude in practice.
3. Paying your activity fee merely secures your opportunity to practice. It does not ensure that you will play.

CAPTAINS/OFFICERS/AWARDS ELIGIBILITY

CAPTAINS AND OFFICERS

1. If a current captain or officer gets a MSHSL infraction/violation or becomes academically ineligible that student will be relieved of his/her duties and position as a captain or officer.
2. If a student gets his/her second MSHSL infraction/violation, the student is no longer eligible to serve as a captain or officer of any organization.
3. Coaches may impose stiffer consequences for their individual programs.

AWARDS

1. If a student has a MSHSL infraction/violation for alcohol, tobacco, or drugs, he/she is not eligible to receive an all-conference award during the season of participation in which the infraction/violation occurred or if not currently participating, this consequence will apply to the next season of participation.

Exception: A student who wins a Conference Cross Country Meet, Conference Wrestling Meet, or Conference Track Meet

2. If a student has a MSHSL infraction/violation for alcohol, tobacco, or drugs, he/she is not eligible to receive any local team awards during the season of participation in which the infraction/violation occurred or if not currently participating, this consequence will apply to the next season of participation.
3. Lettering policies are listed in the C-Club Constitution (for students who have a MSHSL infraction/violation).
4. Activity seasons end at the conclusion of the individual Activity Award program/banquet or at the conclusion of the MSHSL Tournament (whichever is later)

PARENT'S RESPONSIBILITIES

Parents are expected to encourage their sons/daughters to perform to the best of their abilities both athletically and academically. They should be a source of support for the student athlete and the program in which they are participating.

We would like all of our parents to be role models for our student athletes and set a good example for all of our students at Central Middle/High School. As such, they will exemplify good attitudes by treating all players, coaches, fans, officials and other parents with respect and dignity. Parents must insist that athletes abide by rules established by the coach, the school district, Section 2A and the Minnesota State High School League.

Parents should be positive in support of their own team and recognize the achievements of the opposing team. Vulgar, racial, derogatory or disparaging remarks are never appropriate. Parents should allow their athletes to enjoy the benefits of competition, remembering that not everyone can be the star, be on the first team, or have equal playing time.

Any acts of misconduct may result in disciplinary action whether or not this misconduct is directly involved with a school event or activity. The Minnesota State High School League's Code of Responsibility allows school authorities to discipline spectators for violation of MSHSL, Section 2A, and/or local school rules. Disciplinary action may include removal from a contest and/or permanent removal from MSHSL or Central School sponsored events.

STUDENT RECORDS

PROTECTION AND PRIVACY OF PUPIL RECORDS

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.

DIRECTORY INFORMATION

"Directory information" includes the following information relating to a student: the student's name; address; telephone number; 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.

a. The information listed above shall be public information which the school district may disclose from the education records of a student.

b. Should the parent of a student or the student so desire, any or all of the listed information will not be disclosed without the parent's or eligible student's prior written consent except to school officials as provided under federal law.

c. In order to make any or all of the directory information listed above "private" (i.e. subject to consent prior to disclosure), the parent or eligible student must make a written request to the building principal by October 1 of the current school year. Call the high school office for a "Right of Refusal" form. This written request must include the following information:

1. Name of student;
2. Home address;
3. School presently attended by student;
4. Parent legal relationship to student, if applicable;
5. Specific category or categories of directory information which is not to be made public without the parent or eligible student's prior written consent.

MILITARY RECRUITER ACCESS TO STUDENT DATA

Minnesota law now requires school to release to military recruiting officers the names, addresses, and home telephone numbers of students in grades 11 and 12 within 60 days after the date requested, UNLESS the parents have refused to release this data to military recruiting offices after receiving this notice.

Parents of 11th and 12th grade students have the right to refuse to release this information. In order to deny release of information, parents must make a written request of refusal to the principal by October 1 of the current school year. Call the high school office for a "Right of Refusal" f

COMMUNICATIONS

PARENT MEETINGS

1. Each season (fall, winter, spring), coaches may have a parents' meeting with recommended attendance by the parent(s)/guardian(s) and the participant(s) will be held – one for the season's athletic events and one for the season's fine arts events.
2. If parent(s)/guardian(s) are unable to attend the scheduled meeting, it will be the responsibility of the parent(s)/guardian(s) to contact the coaches to receive any necessary handouts/information.

EXPECTATIONS OF COACHES, PARENTS, OFFICIALS, AND PARTICIPANTS

Roles:

- a. Coaches coach
- b. Participants play
- c. Officials officiate
- d. Parents support a., b., and c.

GUIDELINES FOR CONCERNS REGARDING SPORTS/FINE ARTS ACTIVITY PROGRAMS

GENERAL INFORMATION:

1. As coaches/advisors we are professionals and are expected to conduct ourselves in a professional manner. We cannot promise that all of your concerns can be resolved to your liking, but we can promise that we will listen to your concerns and respond to the best of our ability.
2. In order for our programs to be successful we must all work together – parent, coach, and participant. We all want to do what is best for each individual student-athlete whenever possible. As coaches/advisors we care a great deal about your son or daughter and want to contribute to their individual development in a positive way.

HOW TO HANDLE A PROBLEM OR CONCERN:

If a conflict does arise, these are the proper channels to follow to resolve the question or area of concern:

1. Player talks to coach
2. Parent talk to coach
3. Contact Ms. Vossen at (952) 467-7100.
4. Parents are not to approach a coach with a complaint after an activity. If you want to speak with school personnel, call the next school day.

GUIDELINES FOR CONTACTING COACHES:

1. When participants need to talk to their coach or advisor, after practice is best, or set up a time to talk with the coach (maybe during school the following day).
2. Other than to request a meeting or to ask that the coach call you, do not approach the coach in a public setting. This can put both of you in a difficult position.

3. It is best to first call (or write) the coach. If a personal meeting is desired this can be requested. Calling first will allow such a meeting to be scheduled in a private setting and at an appropriate time.
4. If possible call the coach at school during the day. If the coach cannot be reached leave a message for him/her – through the office at the high school. The coach will then return the call.
5. At the coach's request, the Athletic Director's involvement may be needed before any personal meeting will be set up with a parent.

BEHAVIOR

DETENTION

1. If a student is assigned detention, he/she will serve assigned detention before going to practice.
2. Students will be expected to go to practice following detention.
3. Coach and/or High School Principal will determine consequences if a student fails to serve detention, up to and including missing events.
4. Any student athlete or fine arts participant who does not make up detention when assigned, will be in violation of the "Student Code of Responsibilities" and subject to additional consequences.

ATTENDANCE

1. A student must be in school for the entire day to be eligible for that day's event or practice unless a student receives a one-day prior approval by the principal for a medical, dental, or legal appointment or a college visit. This rule includes the lunch period. **Exception:** if student notifies office on day of appointment, the student must bring back written documentation from the place of the appointment. (Example: Appointment card with time, date, and signature of office personnel).
2. An unexcused absence is defined as missing 15 minutes or more of a class without a valid excuse.
3. No student athletes will be excused from school to run home and get any items needed for practice or event that same evening without permission of the principal or principal's designee.

ACADEMICS

Academic achievement and extra-curricular activity participation go hand in hand to promote the educational growth of each student. Whenever there is a question of priority, however, we at Central High School believe that academics should take precedence. For this reason and to encourage student achievement in both curricular and extra-curricular areas, the following academic standards and eligibility guidelines have been established:

In order to be academically eligible for extra-curricular events sponsored by the Minnesota State High School League; in addition, FFA, Knowledge Bowl and the Fall Play/Musical:

1. As it relates to quarter grades: a student must have no failing grades in any class at the end of each quarter grading period in order to be eligible to participate. Following confirmation of an academic violation, the student shall lose eligibility for the next two (2) consecutive interscholastic contests or two (2) weeks of a season in the next grading period, for which the student is a participant, whichever is greater. Students with Individual Education Plans (IEP's) who are meeting goals and objectives of their program will be eligible to participate in any and all activities.

- Exceptions:**
- a. Due to shortened length of Football, Knowledge Bowl, Speech, and FFA seasons and the number of games/events, the academic violation consequence will be one week or one event whichever is greater.
 - b. Wrestling triangular or tournament will serve as 2 events.
2. As it relates to mid-term grades: a student must maintain passing grades (D- or above) in all his/her courses.
- a. After mid-quarter time, a student must have no failing grades in any class.
 - b. If the grades are not raised to a passing level, within one school week, students will lose eligibility in all events until grade is raised to a passing level.
3. Students must participate and be in good standings the entire season to fulfill academic and MSHSL violations.
4. Any student that has an academic or MSHSL violation is not eligible to leave early with their team.

MSHSL RULES

- 1. All MSHSL rules are the minimum standards of behavior to be abided by CHS students.
- 2. Additions to the MSHSL rules have been adopted by the I.S.D. #108 Board of Education.

GUILT BY ASSOCIATION

Guilt by Association means a student remains in the presence of another high school student who is using, consuming, or has possession of a beverage containing alcohol or who is using, consuming, has possession of, is buying, selling, or giving away any controlled substance. The Guilt by Association Policy is in effect for all students in grades 7-12 during the entire calendar year.

GUILT BY ASSOCIATION POLICY

- a. After confirmation of first violation the student and parent will be contacted and receive a letter documenting the incident (warning clause).
- b. After confirmation of the second violation and no violation under the MSHSL Policy, the penalty is step one under MSHSL penalties.

ATHLETIC/FINE ARTS ELIGIBILITY

STUDENT CODE OF RESPONSIBILITIES

Some years ago, principals were given significant authority to discipline students involved in High School League activities. League rules create minimum penalties for violations of the rules established by its board. A general catch-all provision was drafted giving principal's additional authority. Students are governed by six responsibilities. These are:

- I will respect the rights and beliefs of others and will treat others with courtesy and consideration.
- I will be fully responsible for my own actions and the consequences of my actions.
- I will respect the rights and property of others.
- I will respect and obey the rules of my school and the laws of my community, state and country.
- Assault on any person will not be condoned by the League and will be dealt with by the school administration and the local authorities.

"Any allegation of sexual, racial, religious harassment violence and/or hazing may also constitute a violation of the Student Code of Responsibilities."

The section contains a significant penalty, more severe than those contained in League rules. The penalty provision states: "A student who is dismissed or who violates the Student Code of Responsibilities is not in good standing and is ineligible for a period of time **as determined by the school principal**, acting on the authority of the local board of education. The League specifically recognizes by this policy that certain conduct requires penalties that may exceed those penalties typically imposed for first violations." All Code of Responsibilities violations are appealable to the Superintendent of the school.

Note that the penalty creates two classes of student. One who is "dismissed" and "one who violates the Student Code of Responsibilities." Dismissal refers to suspension or expulsion as those terms are used in the Pupil Fair Dismissal Act. The second category refers to violations of the "responsibilities" in the code. Under this provision principals can remove students from athletic and fine arts participation for any appropriate length of time for misbehavior. **CENTRAL HIGH SCHOOL HAS ADOPTED THESE STUDENT RESPONSIBILITIES FOR ALL MSHSL AND NON-MSHSL ACTIVITIES.**

The following local rules have priority over MSHSL rules that cover the same area. When local rules do not exist to cover an area, the MSHSL rules apply. The consequences for rules are those of the MSHSL, except where specifically noted.

BYLAW 205.00 CHEMICAL ELIGIBILITY Cross Reference: Bylaw 304.2 ("Denial Penalty")

1. At any time during the calendar year, a student shall not, regardless of the quantity:
 - a. use or consume, have in possession a beverage containing alcohol;
 - b. use or consume, have in possession tobacco; or,

- c. use or consume, have in possession, buy, sell or give away any other controlled substance or drug paraphernalia.
- d. use or consume, have in possession, buy, sell or give away products containing or products used to deliver nicotine, tobacco products and other chemicals.

"Tobacco products" means; any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part or accessory of a tobacco product.

- e. Use or consume, have in possession, buy sell or give way any substance or product where the intent of such use of the substance or product is to induce intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor. Such substance or products shall include, but are not limited to, synthetic drugs, gasoline, glue, aerosol devices, bath salts, and any substance addressed by Minnesota or Federal Law.

2. If a student/athlete finds themselves in a setting where alcohol or other controlled substance are being used he/she is expected to leave the setting in a safe and timely manner.

The following circumstances are specific exceptions to the above rules:

- a. Attendance at a home gathering with parents/guardian present where alcohol is being used but the student is not using or possessing.
 - b. Attendance at a celebration (wedding dance, graduation, etc.) where alcohol is being used but the student and other minors are not using or possessing.
 - c. Attendance at an eating or recreational establishment where alcohol is served, but the student or any other minors in attendance are not using or possessing (except as a part of lawful employment).
 - d. Attendance at a county fair, city, county, or state celebration in which alcohol is being served, but the student is not using or possessing.
 - e. Public and private dances other than those that are in conjunction with b and d above are not exceptions to the rule at any time during the calendar year unless parents/guardians are present and the student is not using or possessing.
3. These rules are in effect the entire calendar year. There is no summer time off.

CATEGORY I ACTIVITIES INCLUDE ALL MSHSL SPONSORED ACTIVITIES

Consequences

- a. **1st offense** (if in attendance but not using) warning with parental notification
1st offense (if possessing or using or 2nd offense if in attendance) 2 weeks or 2 events, whichever is greater.
- b. **2nd offense** 3 weeks or 6 events, whichever is greater.
- c. **3rd and any subsequent offenses**, 4 weeks or 12 events, whichever is greater and referral for assessment for possible chemical abuse or misuse.
- d. **After the 3rd and subsequent offenses**, the student must complete a drug/alcohol treatment program before becoming eligible to participate in any school activities.

CATEGORY II ACTIVITIES APPLY TO FALL PLAY/MUSICAL

- a. Each member school shall develop penalties that it will apply to the participants in these activities.
- b. Penalties shall be cumulative beginning with and throughout the student's participation in a high school activity.

- A. **1st Offense:** After confirmation of the violation, the parent or guardian will be notified, and the student will participate in a formalized counseling program. In order to regain eligibility, the counseling program must be successfully in progress or completed. The student will lose one-fourth of the required letter points in each Fine Arts activity. Refusal to serve a Category II penalty would invoke a Category I penalty.
- B. **2nd and 3rd Offense:** After confirmation of the 2nd and 3rd violations, the student will be removed from the contest event which least affects the other students in the performance. The penalty should affect only the student involved if at all possible. The Drama Director in consultation with the High School Principal will determine appropriate consequence. If no consensus is reached, the student will be removed from the next MSHSL activity. The student will reenter a counseling program. The student will lose one-fourth of the required letter points.
- C. **4th and Subsequent Offenses:** After confirmation of the fourth or subsequent violations, The student shall lose eligibility for the next two MSHSL events in which he/she is currently involved. The penalty should affect only the student involved if at all possible. The Drama Director in consultation with the High School Principal will make this decision. The student will reenter a counseling program. The student will lose one-fourth of the required letter points.
3. Some squads, teams, or organizations may have rules and regulations specific to their activity that may exceed those identified in this handbook.

HAZING 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

- A. No student, teacher, administrator, volunteer, contractor or other employee of the school district shall plan, direct, encourage, aid or engage in hazing.
- B. No teacher, administrator, volunteer, contractor or other employee of the school district shall permit, condone or tolerate hazing.
- C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.
- D. This policy applies to behavior that occurs on or off school property and during and after school hours.
- E. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.
- F. 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.
- G. Engaging in any behavior which constitutes "hazing" is a violation of this school discipline policy and may subject the student to discipline including suspension and expulsion. Regardless of any provision in this policy to the contrary, a student may be subject to a suspension of up to 10 days or expulsion for violation of any provision in the policy.

III. DEFINITIONS

A. "Hazing" means doing something or making another student do something that creates a risk of harm to a student in order for the student to be initiated into or affiliated with a student organization. Hazing is a violation of school policy regardless of time or place it occurs.

1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking or placing a harmful substance on the body.

2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.

3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.

4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.

5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.

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

IV. REPORTING PROCEDURES

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

B. 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 or to the superintendent.

C. Teachers, administrators, volunteers, contractors and other employees of the school district shall be particularly alert to possible situations, circumstances or events which 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.

D. 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

A. 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.

B. The school district may take immediate steps, as its discretion, to protect the complainant, reporter, students, or others pending completion of an investigation of hazing.

C. Upon completion of the investigation, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, 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 an investigation, 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

(NOTE: Proper reference should be made to the appropriate handbooks in each school district).

This policy shall appear in each school's student handbook and in each school's Building and Staff Handbooks.

Legal References: Minn. Stat. 127.465 (Hazing Policy)

Minn. Stat. 127.26 to 127.39 (Pupil Fair Dismissal Act)

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

MSBA/MASA Model Policy 413 (Harassment and Violence)

MSBA/MASA Model Policy 506 (Student Discipline)

HARASSMENT AND VIOLENCE POLICY

I. PURPOSE

The purpose of this policy is to maintain 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 include 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; or
- b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
- c. that conduct or communication that 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. Sexting: (See definition on page 40).
- b. unwelcome verbal harassment or abuse;
- c. unwelcome pressure for sexual activity;
- d. 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;
- e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
- f. 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
- g. 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; or
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; or
3. otherwise adversely affects an individual's employment or academic opportunities.

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; or 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 affection 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 act immediately to an appropriate school district official designated by this policy. The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall

be considered complaints as well. Nothing in this policy shall prevent any person from reporting 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 superintendent 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 other 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 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 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.

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 reports 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 seek 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 conspicuously posted throughout each school building in areas accessible to pupils and staff members.

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 reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. 127.46 (Sexual, Religious and Racial Harassment & Violence Policy)
Minn. Stat. Ch. 363 (Minnesota Human Rights Act)
Minn. Stat. 626.556 et seq. (Reporting of Maltreatment of Minors)

Cross References: MSBA Model Policy 102 (Equal Educational Opportunity)
MSBA Model Policy 403 (Discipline, Suspension and Dismissal of School District Employees)
MSBA Model Policy 406 (Public and Private Personnel Data)
MSBA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

HARASSMENT AND VIOLENCE CONSEQUENCES

Norwood Young America School District #108 will impose the following consequences for violations of the Harassment and Violence Policy. These consequences may include but are not limited to the following:

- First Offense:**
- A. Verbal and/or written warning with parent notification
 - B. Student/Parent/Administration Conference
 - C. 1-3 day out of school suspension
- Second Offense:**
- A. Student/Parent/Administration Conference
 - B. 2-5 day out of school suspension
 - C. Counseling with school personnel or outside resources
 - D. Will be reported to Sheriff's Department or Social Services
 - E. Harassment education through School Support Services Department
- Third Offense:**
- A. Student/Parent/Administration Conference
 - B. 5-10 day out of school suspension
 - C. Counseling by School Support Services Personnel
- Fourth Offense:**
- A. Recommendation for Expulsion

HOMEcoming ELIGIBILITY POLICY

Section 1: Any student, who receives a MSHSL violation during their sophomore, junior, or senior year will not be eligible to serve as a member of the Homecoming Royalty or to participate as a "Master of Ceremonies" during their sophomore, junior, or senior year.

Section 2: Any student, who receives a MSHSL violation during their freshman year, will not be eligible to serve as a member of the Homecoming Royalty during their freshman, sophomore, or junior year but would be eligible to participate during their senior year.

Section 3: Any student, who receives a MSHSL violation during their 8th grade year, will not be eligible to serve as a member of the Homecoming Royalty during their freshman and sophomore year but would be eligible to participate during their junior and senior year.

Section 4: Any student with two or more MSHSL violations will not be allowed to serve as a member of the Homecoming Royalty or "Master of Ceremonies" speaker

PHILOSOPHY AND CODE OF SPORTSMANSHIP

PHILOSOPHY

1. We believe that students will learn important lessons from making the effort to be successful in extra-curricular programs, which cannot be learned in a classroom setting.
2. Participating in extra-curricular activities at CHS is a privilege not a right.

CODE OF SPORTSMANSHIP

All CHS extra-curricular participants will:

1. Show respect for all home and visiting coaches, officials, fans, and players.
2. Respect the property of others.
3. Respect and obey the rules of CHS, the MSHSL, and host schools.
4. Show respect to those who are responsible for enforcing the rules of CHS, the MSHSL, and host schools.
5. Display a thorough knowledge of the rules of his/her event.
6. Will be fully responsible for his/her own actions and the consequences of his/her actions.
7. Remember that an extra-curricular game/event is only a game/event – not a matter of life or death for player, coach, school, fan, or community.

2022- 2023 ACTIVITIES ONLINE REGISTRATION

Registration is online only for grades 7-12 activities and athletics. All required documentation to sign electronically per the Minnesota State High School League and Central Schools can be found at:

<https://norwoodyoungamerica-ar.rschooldtoday.com/>

Online Registration Steps:

1. Create a family login if new to using the website.
2. Select the correct link for type of registration, follow all steps and pay at checkout:
 - **CHS Athletics Registration** – use for grades 9-12 athletics, Girls and Boys Soccer
 - **CMS Athletics Registration** – use for grades 7-8 athletics
 - **CMS and CHS Fine Arts Registration** – use for grades 7-12 activities/fine arts
 - **Private School Activities and Athletics Registration for CMS** – use for non-Central students grades 7-8

The Activities Assistant will review all submissions and verify sports physicals on file.

TRANSPORTATION AND SCHOOL ACTIVITIES POLICY

"School activities begin and end at school."

All included on the registration website <https://norwoodyoungamerica-ar.rschooltoday.com/>

The Norwood Young America Schools is aware of its responsibility to provide safe transportation for student groups that represent the school at activities in other communities. In this regard, the principle "school activities begin and end at school" will be followed. Participating students shall be required to ride both to and from out of town activities using school provided transportation. This policy also applies to activities at the Norwood Sports Complex.

An exception to this policy may be permitted providing a Release Form completed online with registration and signed by the parent. With completed online registration to participate, a parent or legal guardian may request that they be permitted to drive their son/daughter to and/or from the activity.

Release Form (Included on the Activities Registration website)

☒ I hereby request that my student named above, be permitted to ride with me to and/or, from Central Schools to any games or activities for the 2021-2022 school year.

☒ I hereby warrant and covenant that I will defend, identify, and save the school district and its employees harmless from any or all actions, suits, claims, damages, judgement, and executions or other forms of liability, liquidated, or unliquidated, which any person may have or claims to have, now or in the future, arising out of or by reason of my transporting my student to and/or from this activity.

Students who do not adhere to this policy will be subjected to the following consequence:

Ineligible for the next scheduled event. If infraction takes place at the last event, student will be suspended for one day. In addition, if the driver is one of our students, the driver will also be suspended for one day.

MINNESOTA RIVER CONFERENCE ATHLETIC AND FINE ARTS

SPORTSMANSHIP POLICY

I. PROGRAM GOALS/EXPECTATIONS:

It is the vision of the Minnesota River Conference Schools to call upon the school community of: teachers, coaches, students, parents and directors of music, speech, debate and drama; to strive for sportsmanship in everything they do by teaching the values, long thought inherent in interscholastic activities. The Minnesota River Conference views this policy as an effort to instill: values, personal responsibility, good sportsmanship and good citizenship in our students, coaches, and fans. It is the belief of the Minnesota River Conference Schools that students can believe in and live by the values of: dignity, respect, equity, fairness, scholarship and sportsmanship.

The expectations of the Minnesota River Conference are to provide an environment where:

- Coaches lead by example through respect of officials and acceptance of the outcome of the event, without criticism.
- Spectators support the efforts of their team through attendance at events and avoid abusive sideline coaching and criticism of game officials.
- Students demonstrate the model of sportsmanship whether completing or being a spectator.

II. TARGET AUDIENCE:

The Sportsmanship Policy of the Minnesota River Conference Schools is aimed at our students, coaches, parents, and fans. Through on-going sportsmanship programs and activities, the Minnesota River Conference will present its policy throughout the communities of the M.R.C.

III. SPORTSMANSHIP COMMITTEE MEMBERSHIP:

The Minnesota River Conference Schools will form an MRC Advisor Sportsmanship Committee consisting of the MRC athletic directors.

It shall be the duty of the committee to revise the Sportsmanship Policy and promote school sponsored programs that encourage sportsmanship at the Minnesota River Conference Schools.

IV. THE MINNESOTA RIVER CONFERENCE SPORTSMANSHIP RESOLUTION

Recognizing that participation in interscholastic activities is a privilege, the Minnesota River Conference requires that conduct of student participants be exemplary at all times. Participants are representatives of the Minnesota River Conference and their school and must conduct themselves appropriately both while in school and out of school. Student participants who violate this policy are subject to being removed from the activity at the discretion of the coach, athletic director, or building principal.

The building principal, with input from coaches, parents, teachers and students shall develop rules or conduct codes for all participants consistent with this policy and the rules adopted by the Minnesota State High School League. These rules should contain a notice to participants that failure to abide by them could result in removal from the activity. The rules and conduct codes shall be reviewed by the building principal and the athletic director periodically and presented to the school board.

V. CODE OF CONDUCT

SCHOOL BOARD –

- Adopt policies/resolutions that promote the ideals of good sportsmanship, ethics, and integrity.
- Serve as positive role models and expect the same from parents, fans, participants, coaches, and other school personnel.
- Support and reward participants, coaches, school administrators and fans that display good sportsmanship.
- Recognize the value of school activities as a vital part of education.
- Attend and enjoy school activities.

SCHOOL ADMINISTRATORS –

- Develop a program for teaching and promoting sportsmanship.
- Provide appropriate supervisory personnel for each interscholastic event.
- Support participants, coaches and fans that teach and display good sportsmanship.
- Recognize exemplary behavior and actively discourage undesirable conduct by participants, coaches and fans.
- Attend events whenever possible and function as model of good sportsmanship.

COACHES –

- Follow the rules of the sport during the progress of the contest.
- Accept the decisions of contest officials and show respect for those decisions.
- Avoid unsports-like gestures or language.
- Display modesty in victory and graciousness in defeat.
- Avoid excessive public display of criticism in front of participants or spectators.
- Teach sportsmanship and reward players that are good sports.
- Avoid any contact with officials immediately following games.

STUDENT ATHLETES –

- Show respect for opponents by shaking hands with them.
- Accept the decisions of the contest officials.
- Avoid unsports-like gestures or language.
- Display modesty in victory and graciousness in defeat.
- Learn the rules of the games.
- Show respect for opposing coaches, players and fans.

SPECTATORS –

- Take part in cheers with the cheerleaders and applaud good performances.
- Work cooperatively with contest officials and supervisors in keeping order.
- Refrain from crowd booing, foot stomping or making negative comments about officials or participants.
- Stay off the playing floor or contest area at all times.
- Show respect for public property.
- Show respect for coach's decisions during and after games.
- Be positive and refrain from negative comments.

CHEERLEADERS –

- Use discretion in selecting the time to cheer.
- Encourage support for any injured participant.
- Show respect for opposing cheerleaders.
- Learn the rules of the game.
- Lead positive cheers, which praise your team without antagonizing the opponent.
- Encourage a positive crowd alternative when booing or inappropriate chants begin by starting a popular cheer.

BANDS –

- Choose appropriate music and time for performing.
- Show respect at all times for officials, opponents and spectators.
- Stay off the playing floor or contest area at all times.

OFFICIALS –

- Accept your role in an unassuming manner.
- Maintain confidence and poise, controlling the contest from start to finish.
- Know the rules of the game thoroughly and abide by the established Code of Ethics.
- Publicly shake hand with coaches or both teams before the contest.
- Never exhibit emotions or argue with participants and coaches when enforcing rules.
- When watching a game as a spectator, give the officials the same respect you expect to receive when working a contest.
- Be prompt for all coaches.

MEDIA –

- Report act of sports-like behavior without giving undue publicity to unsports-like conduct.
- Refrain from making negative comments toward participants, coaches or contest officials.
- Recognize efforts of all whom participate in the contest.
- Report facts without demonstrating partiality to either team.
- Film and report from school designated areas.

VI. CODE OF ETHICS:**COACH –**

A coach will be in violation of the standards or good sports established by the Minnesota State High School League by:

- Making degrading or critical remarks about officials during or after a contest either on the field of play from the bench or through any public news media.
- Arguing with officials or goes through motions indicating dislike/destain for a decision.
- Detaining the officials following the contest to request a ruling or explanation of actions taken by the official.
- Being ejected from any contest.

PLAYERS –

As a student participant of the Minnesota River Conference interscholastic activities, I understand and accept the following responsibilities:

- I will respect the rights and beliefs of others and will treat others with courtesy and consideration.
- I will be fully responsible for my own actions and the consequences of my actions.
- I will respect the property of others.
- I will respect and obey the rules of the Minnesota River Conference and the laws of my community, state and country.
- I will show respect of those who are responsible for enforcing the rules of my school and the laws of my community, state, and country.
- I will show respect for the calls of the officials and refrain from any actions or comments, which are disrespectful.

VII. PROMOTION STRATEGIES

IDEAS FOR PROMOTING THE “GOOD SPORT PROGRAM” –

Throughout the school year, the Sportsmanship Committee will establish ideas for promoting the “Good Sport Program” at the Minnesota River Conference. The “Good Sport Program” at the Minnesota River Conference will include, but not limited to the following:

- Creation of a “warning ticket” to hand to those who exhibit poor sportsmanship in the stands.
- Development of a speaker’s bureau: Administrators and coaches and selected student athletes could talk with local adult civic organizations about the “Be a Good Sport” campaign. Student athletes could deliver talks to students in the junior high and elementary schools to stress good sportsmanship.
- Have the school board develop a policy that stresses that attendance at an athletic event is a privilege, and that inappropriate behavior by any party will be dealt with appropriately.
- Send local media press releases stating that the Minnesota River Conference has joined the “Be A Good Sport” campaign to promote food sportsmanship.
- Use the “Be A Good Sport” logo and ads in the Minnesota River Conference publications.
- Create banners and posters that convey the messages of good sportsmanship and welcome opponents to the Minnesota River Conference.
- If the Minnesota River Conference and its spectators and athletes receive good sportsmanship from opponents, write letters to the principal or athletic director of that school. The end result is that both parties are encouraged to practice good sportsmanship.
- Have the Minnesota River Conference public address announcer read a pregame statement encouraging sportsmanship and proper respect for the opponents and game officials.

REWARDS FOR GOOD SPORTS BEHAVIOR –

Throughout the school year, the Sportsmanship Committee will establish ideas for rewarding sportsmanship at the Minnesota River Conference. The "Good Sport Program" at the Minnesota River Conference will include, but not limited to the following:

- Have administrators, coaches and cheerleaders note examples of good sportsmanship. Those individuals will be recognized in a "Good Sport Recognition" program.
- Handout sportsmanship rewards at home events.

CONSEQUENCES FOR ACTS OF MISCONDUCT -

Acts of misconduct will be dealt with on an individual basis. Depending on the severity of the misconduct; players, coaches, and spectators could:

- Receive oral reprimands.
- Be asked to leave the event.
- Be removed from the playing event.
- Serve a one game suspension or more.
- Further legal ramifications could apply to personal behavior deemed inappropriate.

VIII. EVALUATION PROCEDURES:

During the course of the school year, the Minnesota River Conference will evaluate the effectiveness of our sportsmanship program. Things to evaluate will include:

- Promotional activities.
- Team and fan behavior.
- School procedures to handle conflicts.
- Recognition programs to reward good sports behavior.
- Crowd control plans.

2022-2023 Organization Items –July 2022

Rate of Pay:

School Board Members – \$65 per meeting

Mileage rate: Federal IRS Rate

Facilities designated as official depositories for District are Citizens State Bank of NYA, Old National Bank, Security Bank, MN School District Liquid Asset Fund, and MN Trust.

Designation of Amy Groschen and Lynn Peterson to have authority to make Electronic Fund Transfers (EFT) for financial and payroll purposes.

Regular Board meetings: Fourth (4) Monday of each month at 6:00 PM, CHS Media Center
- exceptions: December move to 3rd Monday (December 19); August 2023 move to 2nd Monday (August 8)

Official school newspaper: News and Times

Committees remain in place until January 2023 Board Meeting.

Lunch Fees:

Elementary:

\$1.75 – Breakfast

\$3.00 – 1 meal (Type A lunch)

\$.60 – 1 milk

\$0 – 1 meal (reduced price/Type A lunch)

Middle and High School:

\$1.75 – Breakfast

\$3.20 – 1 meal (Type A lunch)

\$.60 – 1 milk

\$0 – 1 meal (reduced price/Type A lunch)

Adults:

\$2.25 - Breakfast

\$4.95 – 1 meal

Non-Certified Substitute Rate for 2022-2023 School Service Employee General Salary Schedule, Level 1, Minimum

2022-2023 Substitute Pay for Certified Teachers: \$125 per day

2022-2023 Fee Schedule

Athletic Admissions:

Adult - \$6

Student - \$4

Pre-School Student – Free with adult

Golden Age Pass – Free to all persons 65+ years

Athletic Activity Pass (Non-transferable)

Student (Elem., Middle & High) - \$40

Couple (Husband & Wife) - \$100

Single Adult - \$60

Family Pass - \$150

Other Event Admissions:

Other events such as Triple A, Prom, Homecoming, and Concerts, will be charged an admission or a free-will offering collected. (School age and up, till age 65.)

Free Activity Passes:

Anyone who is a non-paid volunteer for any extra-curricular activity for District #108, including Community Education, will receive one single person Central Raider free activity pass. This pass will allow these individuals free admission into any and all school extra-curricular activities, excluding tournaments. This pass will be issued to individuals who are termed "regular volunteers" and will be given out to those who help out more than twice in an activity. These passes will be good for the entire school year and will be given out once the volunteers are determined by the Community Education Director, Activities Director, or building Principal.

A Central Activity pass will be provided for any staff members upon request from a building principal. These passes will be issued with the purpose of encouraging attendance at Central activities and basic supervision of students.

2022-2023 Participation Fees:

Category I – \$120

Major HS Sports (grades 9-12)

Football, Basketball (Boys & Girls), Wrestling, Volleyball, Dance Team, Soccer (Boys & Girls)

Category II – \$100

All other Senior High Sports (grades 9-12)

Category III – \$80

Middle School Sports (grades 7-8)

Cheerleading (grades 7-12)

Robotics

Speech

Category IV – \$50

Swing Choir, Stage Band, Play, One-Act Play

Others:

International Club - \$20

FFA - \$20

FCCLA - \$20

Knowledge Bowl - \$40

Math Team - \$20

Maximum Per Family – \$440

All fees must be paid by the conclusion of the first week of practice.

Student Parking Permit: \$25.00

Convenience Fee: A convenience fee of \$3.00 will be assessed to the payer for each transaction processed through Infinite Campus.

2022-2023 Auxiliary Pay Schedule

Football

One Timekeeper/Scoreboard Operator - \$50/person
One Announcer - \$40
Chains Worker: \$15/person/per game
Student Worker: \$10.50/hr.

Soccer

One Announcer - \$50
One Scorebook - \$50
One Student Worker \$10.50/hour

Basketball (Boys and Girls, A&B games)

One Timekeeper/Scoreboard Operator - \$50/person
One Scorer - \$50
One Announcer/Shot clock - \$50
The same person will work both A&B matches
Student Worker: \$10.50/hr.

Wrestling (A& B games)

Two people at the table - \$50/person
The same person will work both A&B matches
Student Worker: \$10.50/hr.

Volleyball (A&B games)

One Timekeeper - \$50
One Scoreboard Operator - \$50
The same person will work both A&B games
Two adults on the line for both A&B - \$25/person/match
Student Worker: \$10.50/hr.

Track

One Starter - \$135/meet or a negotiated amount
Timers - \$45/meet
Field Events - \$45/meet
Student Workers - \$10.50/hr.

Cross Country

Adult Workers - \$50/meet
Student Workers - \$10.50/hr.

Speech

Judge - pay decided by host school

Softball

If necessary, pay will be based on the same rate as the pay for football, basketball, and wrestling workers.

Baseball

If necessary, pay will be based on the same rate as the pay for football, basketball, and wrestling workers.

Athletic Officials

Grade 9 - \$50/game/official or negotiated amount

“B” Squad - \$55/game/official or negotiated amount

7th Grade - \$45/game/official or negotiated amount

8th Grade - \$45/game/official or negotiated amount

Umpires and Referees negotiable

Ticket Takers

\$40.00 per night

Post-Season Athletic Activities Bus Chaperone

\$75/person

2022-2023 Meet & Confer Dates and Time: Thursday, September 15, 2022, Tuesday, November 1, 2022, Wednesday, February 1, 2023, 5 pm.



2022 Assessment Report



2022 Appeal and Equalization Meeting

June 21st, 2022 at 9 a.m.

2022 Carver County Assessment Report

This 2022 Assessment Report has been prepared by the County Assessor's Office as an informational document intended for use by the Carver County Board of Commissioners. The Assessment Report includes general information regarding the 2022 assessment.

2022 ASSESSED VALUES

The 2022 assessed values were determined based on the sales which occurred between Oct. 1, 2020-Sept. 30, 2021. These sales are time-trended by the Minnesota Department of Revenue to keep up with market activity. For example, if a property sold in the beginning of the sales study, it will be trended to reflect how properties are selling at the end of the sales study.

State statutes dictate that assessment offices must follow the trended sales study when determining market adjustments. The Minnesota Department of Revenue ensures assessment offices maintain compliance with those statutes. Using those transactions, much analysis is performed, and data extracted which is considered meaningful and may be shown to have a direct affect on the sales price. From that analysis, value schedules are constructed which then reflect different types of property, elements of depreciation, location, and other aspects of sales prices. This is all part of the appraisal process. Applying these schedules to all properties is a part of the mass appraisal system.

The January 2022 assessment reflects work that was done in 2021. It was very similar to the previous year's assessment in many categories. The required 5-year inspections, otherwise known as quintile inspections, were done with pictometry and curbside/sidewalk inspections due to Covid-19 restrictions. This summer, with the lessened restrictions, Carver County Appraisers will be back to performing regular inspections. This includes walking around the property (to verify county records), taking multiple pictures and leaving door tags.

APPEALS

Property owners have the opportunity to challenge the classification and market value set for their property through the Local Board of Appeals and Equalization or the open book process. If a property owner is not satisfied with the results from the Local Board of Appeals and Equalization, they may make an appeal to the County Board of Appeals and Equalization. A property owner must attend the Local Board of Appeals and Equalization, if applicable, in order to attend the County Board of Appeals and Equalization.

During our appeal process, our office received 831 market value related inquiries. In addition, we received 193 homestead related calls, for a total of 1,024 inquiries compared to 221 from last year. While this is a high call volume, due to the historic residential market, it is likely that the call volume would have been even greater if it not for a concerted effort, involving the Communications Department and Assessor's Office, to get the word out ahead of time through social media, The Assessor's Webpage, and news publications. The Carver County Information Technology Department also created a phone tree for the Assessor's Office which allowed us to give general information to the caller beforehand and avoid call backlog.

A significant amount of the appeal calls involved inquiries as to why their Proposed Notice of Valuation indicated a diminished or non-existent Homestead Market Value Exclusion. The exclusion excludes a portion of the estimated market value from taxation. The primary reason for exclusion inquiries is due to the fact that the exclusion amount diminishes as a property value increases and it goes away completely when the property value reaches \$413,800. There is currently proposed state legislation that would have that amount increased to \$437,100 for the 2023 assessment.

We also had a number of property owners mention a limit or cap on the percentage their property value could increase. There used to be a separate "limited market value" to phase in large value increases, but that program sunset for taxes payable in 2010.

We are required to physically inspect all taxable property every 5 years and Our CAMAvision valuation system uses statistical models to establish the original assessed values every year, from a mass appraisal perspective. During the appeal process however, properties are reviewed independently, looking at very specific sales data and property characteristics to more accurately derive at a fair market value based on the property owner's concerns.

This year the appraisers completed desktop and in-person reviews for appeals. We also incorporated a new appeals questionnaire form for property owners to complete. Property record adjustments were made when warranted, and sales reviewed within the area, to determine a fair and reasonable value.

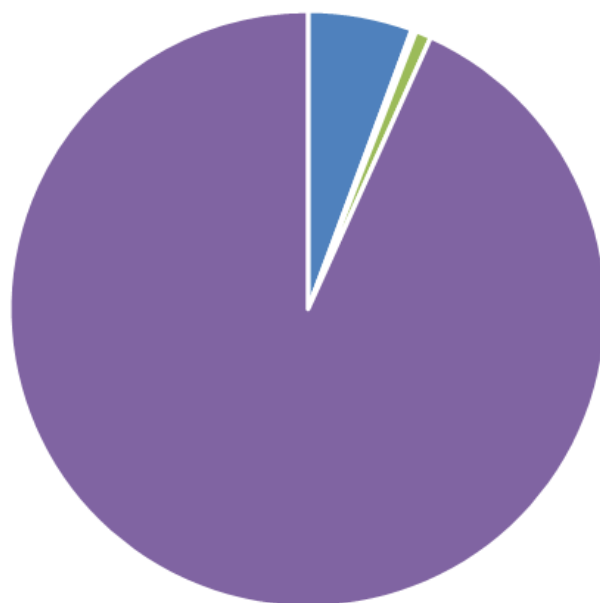
Jurisdiction

of Inquiries/Appeals

<u>Benton Township</u>	<u>8</u>
<u>Camden Township</u>	<u>12</u>
<u>Dahlgren Township</u>	<u>27</u>
<u>Hancock Township</u>	<u>3</u>
<u>Hollywood Township</u>	<u>11</u>
<u>Laketown Township</u>	<u>18</u>
<u>San Francisco Township</u>	<u>11</u>
<u>Waconia Township</u>	<u>17</u>
<u>Watertown Township</u>	<u>17</u>
<u>Young America Township</u>	<u>7</u>
<u>City of Carver</u>	<u>16</u>
<u>City of Chanhassen</u>	<u>177</u>
<u>City of Chaska</u>	<u>175</u>
<u>City of Cologne</u>	<u>9</u>
<u>City of Hamburg</u>	<u>4</u>
<u>City of Mayer</u>	<u>7</u>
<u>City of New Germany</u>	<u>3</u>
<u>City of NYA</u>	<u>21</u>
<u>City of Victoria</u>	<u>121</u>
<u>City of Waconia</u>	<u>135</u>
<u>City of Watertown</u>	<u>22</u>
<u>Commercial County Wide</u>	<u>9</u>
<u>Total</u>	<u>831</u> <i>(Total does not include the 193 homestead related calls)</i>

Count of Parcel_Number

Total Appeal Count by Class



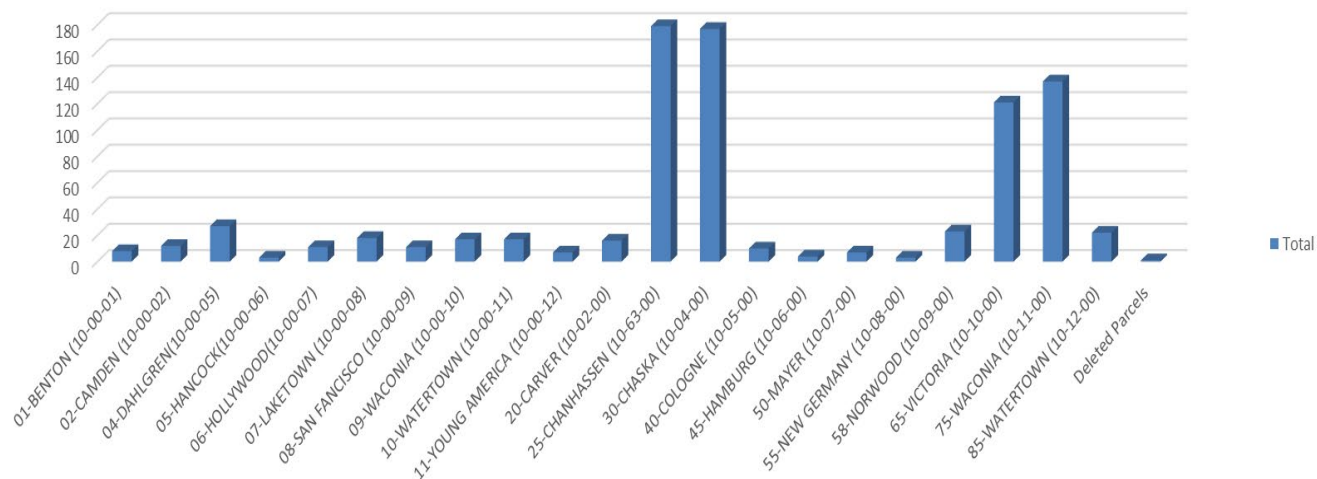
Description ▼

- Ag Land
- Commercial
- Industrial
- Residential

Counts are as of 6-6-2022

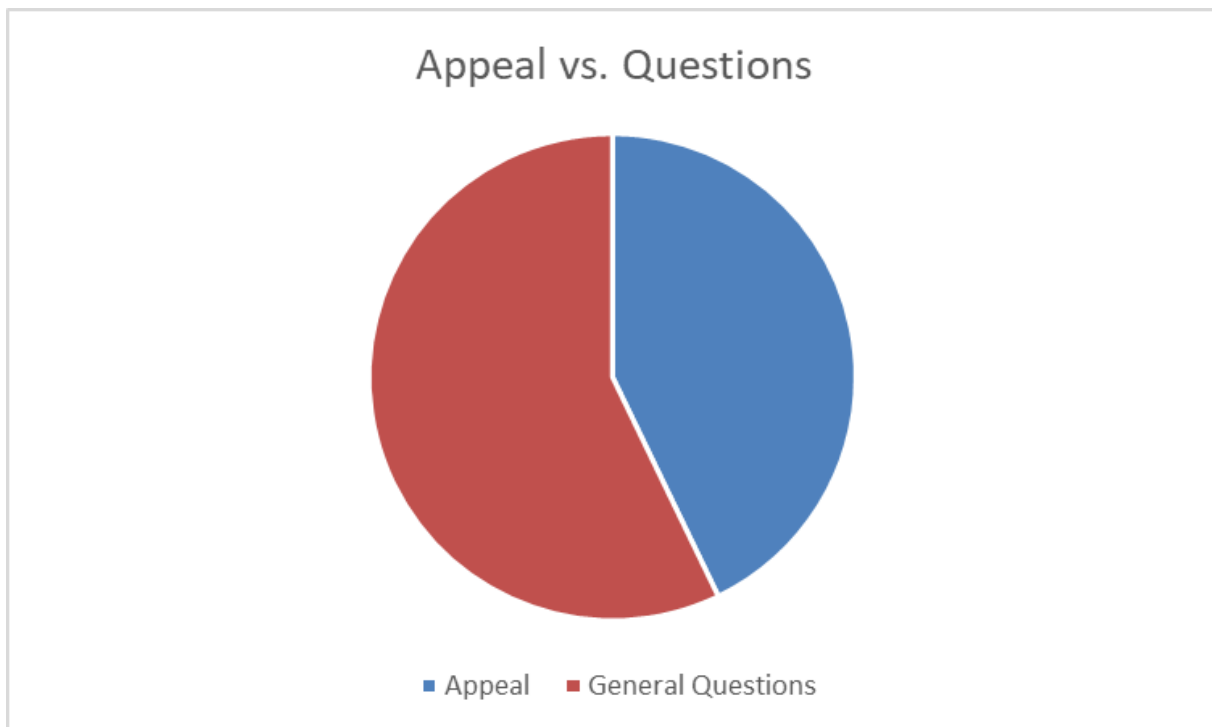
Count of Parcel_Number

Total Appeal Count by Jurisdiction

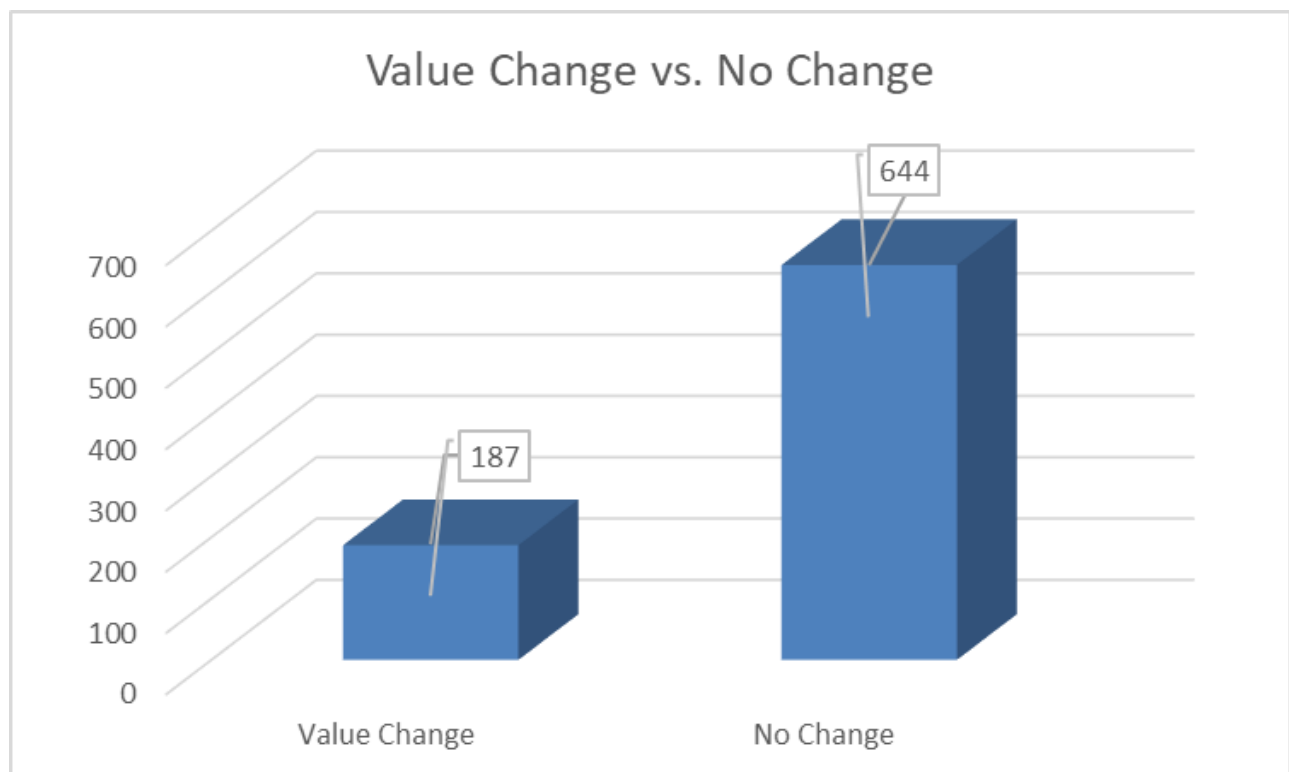


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Counts are as of 6-6-2022



Counts are as of 6-6-2022



Counts are as of 6-6-2022

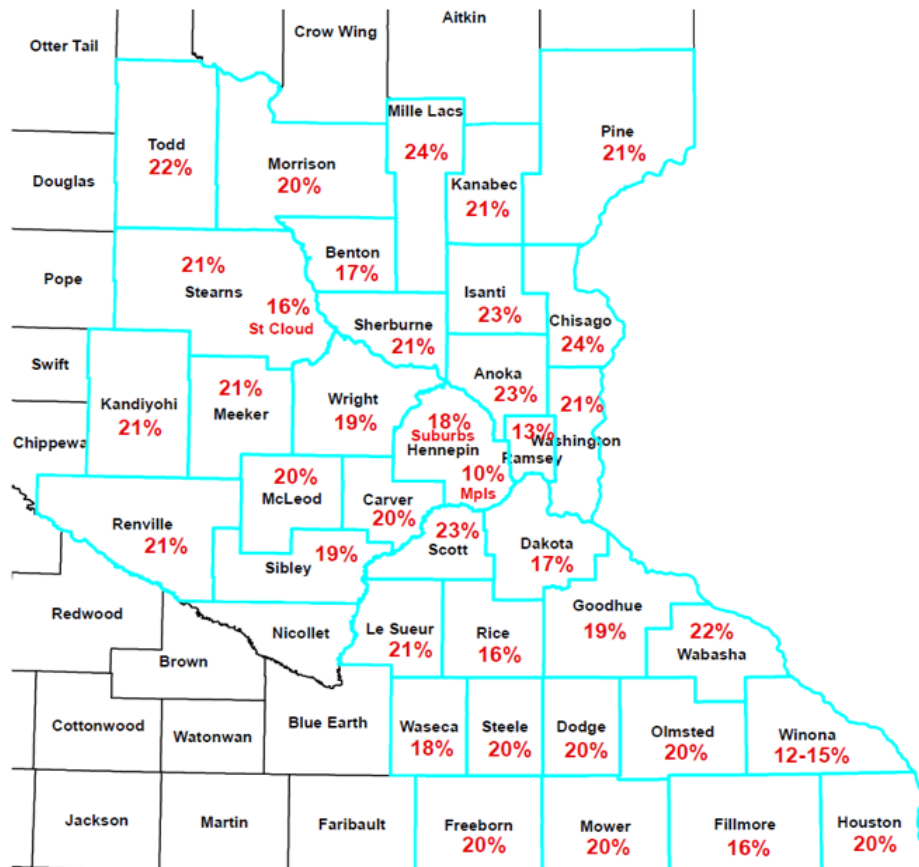
HISTORIC YEAR

2022 was a historic year for Minnesota real estate. ALL property types seen median statewide increases and some property types seen near record or record statewide median increases. Carver County generally mirrored the median statewide trends. Single family residential, apartments and industrial properties had the largest increases. Office and retail properties started to see some recovery from the Covid -19 losses in terms of market value stabilization.

RESIDENTIAL

The residential market has been extremely strong for several years. The state witnessed record residential market increases for the 2022 assessment and Carver County was no exception with neighborhood adjustments often exceeding 20%. Carver County is currently the fastest growing county (based on percentage growth) and has the highest median residential value in the state at \$406,900. The county's average home value is now \$452,300.

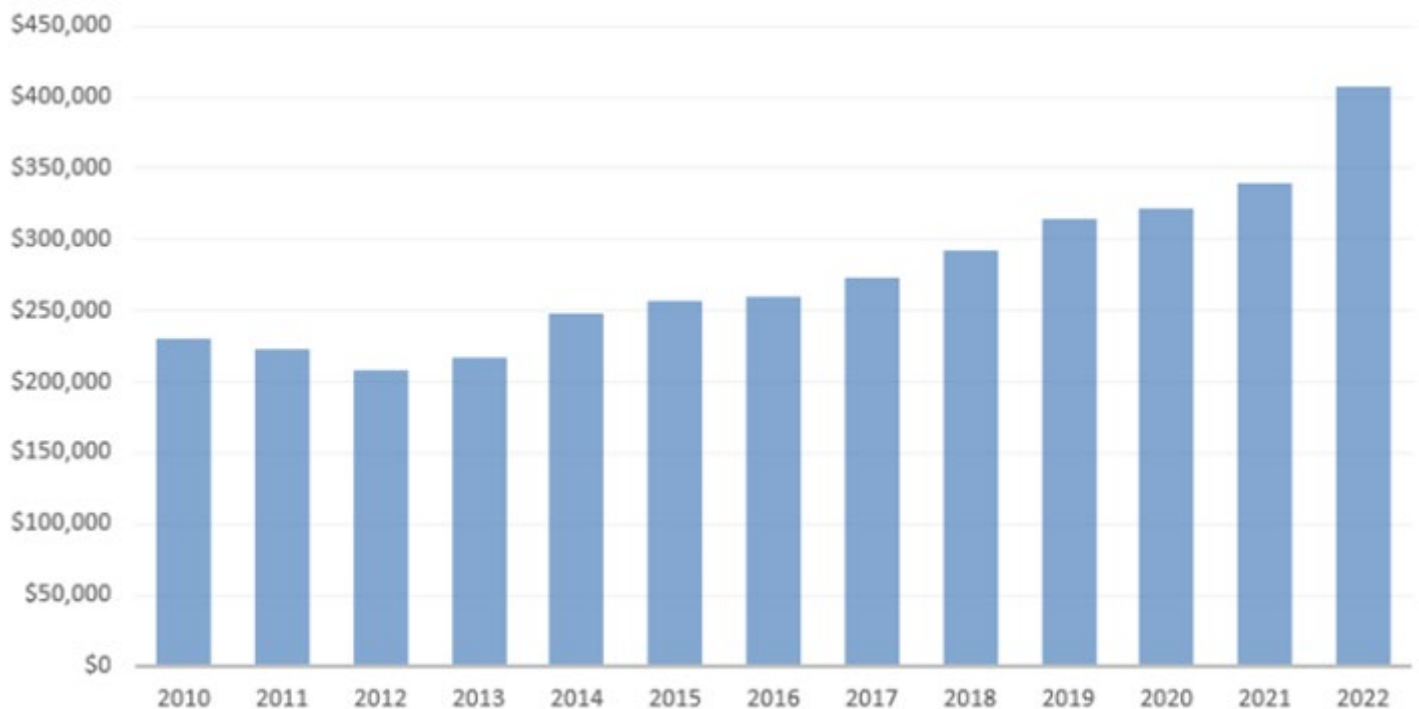
% Residential Home Value Changes



**The above numbers are median increases so some properties will see higher increases while some properties will see lesser increases. The numbers were reported by the various counties in early 2022. Some of the numbers reported may have been preliminary estimates.*

**Final increase percentages may have varied slightly.*

CARVER COUNTY MEDIAN RESIDENTIAL HOME VALUES BY YEAR



The number of new homes that were built in 2021 is up 30.6% from 2020. According to our assessment software system (CAMA) there were **833** new homes built in Carver County in 2021 compared to **578** new homes built in 2020.

This year Carver County had **2,022** residential sales that were used to determine the estimated market value which was very similar to the 2021 assessment. Low interest rates during the sales study period is one of the main factors for the strong residential market. There were 869 platted residential lots in 2020, compared to 685 lots in 2021. This is a solid indicator that the residential market continues to be strong. Carver County's median residential value increase was around **21.1%**

COMMERCIAL

The commercial market had seen a major decline due to the COVID-19 pandemic which caused a significant surplus in available office & retail space. This resulted in driving down sales prices. The 2022 assessment indicates that while there are still concerns about oversupply and inflation, they are not top of mind for most investors. This year we seen a relatively flat commercial market with a Carver County median value increase of **.1%**.

INDUSTRIAL

The industrial market has been very strong over the past few years. It appears that the trend will continue due to the lack of available existing warehouse/industrial space. The recent massive increases in construction costs coupled with a booming online retail market, have created a high demand for existing industrial buildings and warehouses. Carver's median industrial value increase was **20.9%**

APARTMENTS

Over the past five plus years the apartment market has seen double digit increases throughout the entire metro area. This push in apartment value is a direct result of the sharp rise in affordable housing with the residential market being so strong. Carver's median apartment value increase was **15.3%**

AGRICULTURAL

The Minnesota agricultural market had been fairly flat the past four years with some areas seeing slight decreases. Some counties started reported increasing ag land sale prices last year due to increased commodity prices. While Carver County ag land did not see those gains in time for the 2021 assessment, we did see increases in sale prices for the 2022 assessment. Carver County's median increase on productive agricultural land for 2022 was **7.9%**.

ASSESSMENT RATIO

The Carver County assessment ratio for 2021 was very good with median sales ratios being quite consistent throughout the county's jurisdiction. The 2022 assessment seen an even tighter grouping of sales ratios indicating an extremely equitable assessment across the county. The sales ratio study compares the assessed value to the sales price of each sale which indicates how close the assessment is to actual sales. The Department of Revenue requires that the median (mid-point) ratio for each district is between 90 – 105%. Our five largest districts came in very equitable with each other indicating a fair assessment across the board for residential property. The City of Carver was at **96.22%**, Chaska **94.67%**, Victoria **95.34%**, Waconia **94.88%** and Chanhassen was at **95.24%**. The remaining smaller cities and townships all had similar ratios.

MN TAX COURT PETITIONS

Efforts by the Attorney's Office and the Assessing Office on MN Tax Court petitions continue to obtain positive results in terms of average value reductions and the number of petition filings. Last year our office received **56 Pay 2022 Petition filings** with a total estimated market value of **\$224,474,600**. This is down from 63 filings for Pay 2021 and substantially down from 103 filings for Pay 2020 filings. This year Carver County submitted two MN Tax Court Appraisals. These appraisal submissions resulted in the county obtaining dismissals by the petitioner. These reports take anywhere from three to five weeks to prepare but are extremely important in helping to preserve the current and previous year's tax base as they often involve multi-million-dollar commercial properties. Excellent negotiation skills and extensive knowledge of the subject property's market are key factors in obtaining favorable settlements. Because of the higher values and higher tax rates on commercial/industrial property maintaining a robust commercial presence and attracting/retaining quality commercial appraisers continues to be a priority.

PAY 2022 PETITION FILINGS

Case #	Parcel Number	SD	Payable Tax Year	Petitioner Name	ORIG LVA	ORIG BVA	ORIG EMV
10-CV-21-663	30.2800020	112	2022	ENTEGRIS PROFESSIONAL SOLUTIONS, INC.	\$434,900	\$2,673,500	\$3,108,400
10-CV-21-763	25.2410010	112	2022	DAKOTA RETAIL, LLP.	\$593,800	\$2,729,800	\$3,323,600
10-CV-21-819	30.6220010	112	2022	HULTGREN-MESCHKE INVESTMENT CO.	\$453,200	\$768,000	\$1,221,200
10-CV-21-819	30.6220020	112	2022	HULTGREN-MESCHKE INVESTMENT CO.	\$350,900		\$350,900
10-CV-21-905	58.5300050	108	2022	ARUNACHALAM NACHIAPPAN SUBBIA	\$97,600	\$703,000	\$800,600
10-CV-21-905	58.5300060	108	2022	ARUNACHALAM NACHIAPPAN SUBBIA	\$116,800		\$116,800
10-CV-21-945	58.7510010	108	2022	PAR REAL ESTATE, LLC	\$108,000	\$5,865,400	\$5,973,400
10-CV-21-945	58.7510020	108	2022	PAR REAL ESTATE, LLC	\$134,000	\$0	\$134,000
10-CV-21-945	58.7520010	108	2022	PAR REAL ESTATE, LLC	\$456,600	\$9,629,600	\$10,086,200
10-CV-21-987	25.0101800	112	2022	ECE I, LLC	\$1,629,800	\$3,507,400	\$5,137,200
10-CV-21-987	25.0101810	112	2022	ECE I, LLC	\$830,700		\$830,700
TBD	85.5310340	111	2022	ROSE VIDMAR	\$66,500	\$373,400	\$439,900
10-CV-22-231	75.0502980	110	2022	WACONIA SQUARE LLC	\$541,800	\$3,423,200	\$3,965,000
10-CV-22-243	25.4520010	112	2022	GENERAL MILLS, INC.	\$3,957,100	\$5,617,800	\$9,574,900
10-CV-22-243	25.8540270	112	2022	GENERAL MILLS, INC.	\$2,308,100	\$0	\$2,308,100
10-CV-22-284	75.0501420	110	2022	NORTHWOODS ENTERTAINMENT, LLC	\$397,900	\$1,707,400	\$2,105,300
10-CV-22-284	75.5030380	110	2022	NORTHWOODS ENTERTAINMENT, LLC	\$46,000	\$0	\$46,000
10-CV-22-284	75.5030390	110	2022	NORTHWOODS ENTERTAINMENT, LLC	\$13,100	\$0	\$13,100
10-CV-22-274	25.0730020	112	2022	CENTRAL MIDWEST HOSPITALITY CHANHASSEN, LLC	\$1,064,400	\$3,704,800	\$4,769,200
10-CV-22-204	25.2860010	112	2022	CONVENIENCE STORE INVESTMENTS	\$1,174,800	\$708,200	\$1,883,000
10-CV-22-85	30.2190040	112	2022	KIN, INC., FKA KOHL'S, INC.	\$1,868,000	\$2,237,400	\$4,105,400
10-CV-22-275	30.5180081	112	2022	HAMLET GREEN, LLC	\$148,500		\$148,500
10-CV-22-275	30.5180060	112	2022	HAMLET GREEN, LLC	\$251,200	\$1,030,400	\$1,281,600
10-CV-22-275	30.5180030	112	2022	HAMLET GREEN, LLC	\$825,800	\$2,093,600	\$2,919,400
10-CV-22-290	25.3460010	112	2022	CPEC EXCHANGE 39560 & 39561 LLC	\$936,500	\$477,000	\$1,413,500
10-CV-22-318	30.1560020	112	2022	GOODWILL INDUSTRIES, INC. - CHASKA	\$575,800	\$1,689,900	\$2,265,700
10-CV-22-324	25.4460010	112	2022	KRAUS-ANDERSON, INC.	\$2,398,300	\$3,770,100	\$6,168,400
10-CV-22-307	25.8440010	112	2022	FOSS SWIM SCHOOL, LLC	\$469,000	\$1,450,500	\$1,919,500
10-CV-22-308	25.2200050	112	2022	EXETER 8170 UPLAND, LLC	\$1,935,400	\$5,687,800	\$7,623,200
10-CV-22-308	25.2200060	112	2022	EXETER 8170 UPLAND, LLC	\$443,600	\$0	\$443,600
10-CV-22-366	75.5160090	110	2022	VANTAGE PROPERTIES, LLC	\$551,800	\$1,545,300	\$2,097,100
10-CV-22-365	30.3300013	112	2022	LIFECORE BIOMEDICAL, LLC	\$2,756,300	\$6,883,200	\$9,639,500
10-CV-22-344	30.6580010	112	2022	JWG CHASKA LLC	\$313,100	\$1,516,100	\$1,829,200
10-CV-22-368	25.0760020	112	2022	HOUND DOG PET HOTEL WEST LLC	\$323,500	\$1,988,100	\$2,311,600
10-CV-22-343	25.5330010	112	2022	MISSION HILLS SENIOR HOUSING OWNER, LLC	\$1,765,000	\$19,966,200	\$21,731,200
10-CV-22-350	25.1190010	112	2022	CHANHASSEN LODGING, LLC	\$620,000	\$2,981,100	\$3,601,100
10-CV-22-350	25.1180010	112	2022	CHANHASSEN LODGING, LLC	\$296,500	\$314,200	\$610,700
10-CV-22-350	25.1180020	112	2022	CHANHASSEN LODGING, LLC	\$285,700	\$999,400	\$1,285,100
10-CV-22-350	25.1190030	112	2022	CHANHASSEN LODGING, LLC	\$474,500		\$474,500
10-CV-22-350	25.1190040	112	2022	CHANHASSEN LODGING, LLC	\$16,200		\$16,200
10-CV-22-352	25.0770030	112	2022	KC PROPCO LLC	\$1,108,700	\$831,000	\$1,939,700
10-CV-22-353	25.1550022	112	2022	TIMOTHY A & DAWNE M ERHART	\$5,108,900	\$1,500	\$5,110,400
10-CV-22-357	25.0770010	112	2022	US BANK NATIONAL ASSOCIATION	\$555,900	\$419,700	\$975,600
10-CV-22-355	58.8500010	108	2022	OUT WEST PROPERTIES, LLC	\$181,800	\$1,152,300	\$1,334,100
10-CV-22-355	58.8500020	108	2022	OUT WEST PROPERTIES, LLC	\$86,800	\$0	\$86,800
10-CV-22-359	25.0740010	112	2022	COEUR TERRA, LLP	\$1,697,000	\$6,850,900	\$8,547,900
10-CV-22-358	25.8280228	112	2022	EDINA REALTY	\$1,175,600	\$1,486,400	\$2,662,000
10-CV-22-361	20.1020010	112	2022	CARVER ALF PARTNERS, LLC	\$304,000	\$12,338,900	\$12,642,900
10-CV-22-360	30.2460010	112	2022	CHASKA HEIGHTS SENIOR LIVING LLC	\$1,117,000	\$20,761,700	\$21,878,700
10-CV-22-373	25.1890010	112	2022	EMERSON ELECTRIC CO.	\$6,204,700	\$12,374,700	\$18,579,400
10-CV-22-370	25.8670010	112	2022	WEST VILLAGE STATION	\$1,260,900	\$2,008,400	\$3,269,300
10-CV-22-370	25.8670020	112	2022	WEST VILLAGE STATION	\$964,500	\$632,600	\$1,597,100
10-CV-22-370	25.8670030	112	2022	WEST VILLAGE STATION	\$848,700	\$359,400	\$1,208,100
10-CV-22-370	25.8790040	112	2022	WEST VILLAGE STATION	\$5,922,700	\$10,647,400	\$16,570,100

TOTAL COUNTY PARCEL COUNTS

Taxable Real Estate	41,182
Exempt Real Estate	2161
Personal Property	206
Mobile Homes	889
County Total:	44,438

CARVER COUNTY TOTAL ASSESSED VALUE

Carver County's total assessed value increased from \$16.8 Billion to **\$20.3 Billion**

NEW CONSTRUCTION

Carver County's new construction value for all classes of property increased from \$278,671,300 to **\$359,715,800**.

Residential	\$334,878,400
Seasonal Residential Rec	\$691,100
Agricultural (2a)	\$3,178,800
Apartments	\$2,896,500
Commercial	\$6,165,800
Industrial	\$11,905,200

Total New Construction **\$359,715,800** **Prior year = \$278,671,300*

LESSEned COVID RESTRICTIONS

The assessment staff adapted well during the pandemic, working remotely, and utilizing the great technology that Carver County has to offer. With the county and state reopening services, the Assessing Department appraisal staff will be back to performing normal property inspections, but will continue to work remotely when it's practical, making sure it does not affect the service we provide to Carver County taxpayers.

CHANGES TO APPRAISER LICENSURE REQUIREMENTS

Due to 2014 legislation all of the tenured Certified MN Assessors (CMAs) will now have to obtain an Accredited MN Assessor (AMA) licenses by July 1st, 2022, or they can no longer be Appraisers in any Minnesota assessing office. In addition to the normal education requirements for the CMA license they need to complete additional week-long courses (with successful exam completions), obtain a passing grade on an 8-hour Residential Case Study exam, a passing grade on a Narrative Form Report and a successful interview with the State Board of Assessors. What this means for assessing offices around the state is that there will be a shortage of licensed assessors. Between this new legislation, telecommuting being the new normal (allows appraisers to greatly expand their options on the jurisdictions they can work for) and retirements outpacing individuals entering the assessment field, attracting, and retaining appraisal staff will be a challenge for assessing offices across the state.



CARVER COUNTY ASSESSOR'S OFFICE

600 EAST FOURTH STREET, CHASKA MN 55318

952-361-1960 assessment@co.carver.mn.us

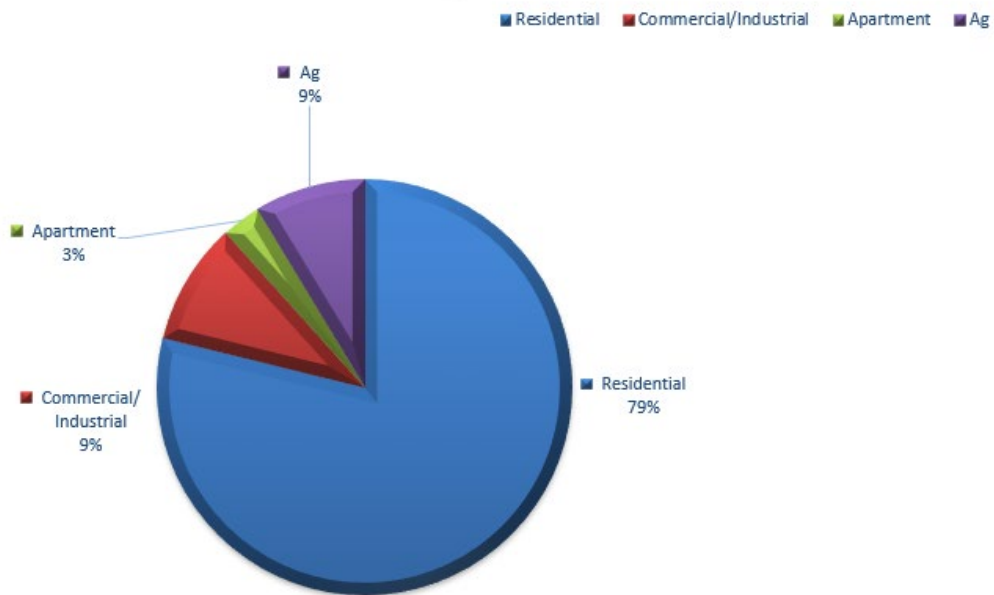
Mark Meili	County Assessor
Ryan Johnson	Assistant County Assessor
Vacant	Commercial Appraiser
Vanessa Thompson	Assessment Systems Analyst
Jessica Pike	Appraiser – Chanhassen
Craig Anton	Appraiser – Chaska
Lisa Lindeman	Appraiser – Chaska
Renee Frensko	Appraiser – Victoria
Vacant	Appraiser – Waconia
Tom Cooper	Appraiser – Carver & Cologne
John Egan	Appraiser – Agriculture & Townships
Joe Richter	Appraiser – Watertown, Mayer, New Germany, NYA, Hamburg
Deb Maresch	Assessment Technician
Kelly Princivalli	Assessment Technician
Chris Donley	Assessment Technician

2022 ASSESSMENT COUNTY – WIDE

Carver County 2022 Assessment

	Residential	Commercial/Industrial	Apartment	Ag	Total
2022 EMV	\$16,327,204,200	\$1,759,334,000	\$611,312,900	\$1,573,712,300	\$20,271,563,400
2021 EMV	\$13,211,597,700	\$1,589,446,900	\$516,477,000	\$1,443,499,500	\$16,761,021,100
Total Value Change	\$3,115,606,500	\$169,887,100	\$94,835,900	\$130,212,800	\$3,510,542,300
New Construction	\$334,878,400	\$18,762,100	\$2,896,500	\$3,178,800	\$359,715,800
Market Change	\$2,780,728,100	\$151,125,000	\$91,939,400	\$127,034,000	\$3,150,826,500
% New Construction	2.53%	1.18%	0.56%	0.22%	2.15%
% Market Change	21.05%	9.51%	17.80%	8.80%	18.80%
2022 Total % Change	23.58%	10.69%	18.36%	9.02%	20.94%

2022 Carver County Value Distribution



Countywide Average Single Family Values

Pay 2023 EMV \$452,300 (rounded nearest 100) TMV \$452,300 NTC \$4,523

Pay 2022 EMV \$374,300 (rounded nearest 100) TMV \$370,700 NTC \$3,707

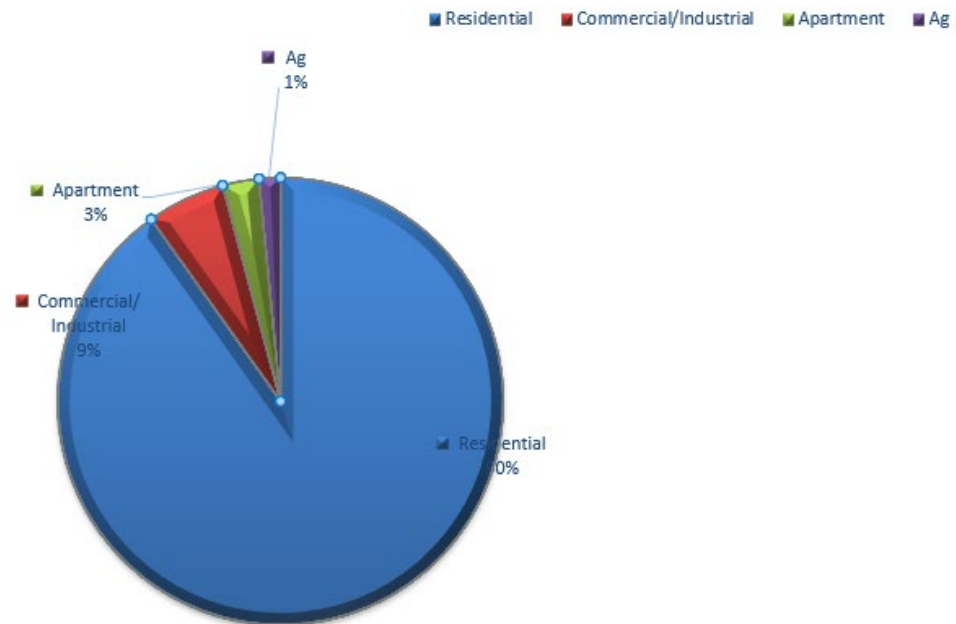
*Pay 2023 Median EMV \$406,900 (rounded to the nearest 100)

CITY OF CARVER

City of Carver 2022 Assessment

	Residential	Commercial/Industrial	Apartment	Ag	Total
2022 EMV	\$848,114,800	\$39,973,300	\$18,883,500	\$14,346,600	\$921,318,200
2021 EMV	\$629,431,200	\$39,621,400	\$18,444,400	\$10,828,200	\$698,325,200
Total Value Change	\$218,683,600	\$351,900	\$439,100	\$3,518,400	\$222,993,000
New Construction	\$78,013,700	\$10,000	\$0	\$0	\$78,023,700
Market Change	\$140,669,900	\$341,900	\$439,100	\$3,518,400	\$144,969,300
% New Construction	12.39%	0.03%	0.00%	0.00%	11.17%
% Market Change	22.35%	0.86%	2.38%	32.49%	20.76%
2022 Total % Change	34.74%	0.89%	2.38%	32.49%	31.93%

2022 City of Carver Value Distribution



City of Carver Average & Median Single Family Values

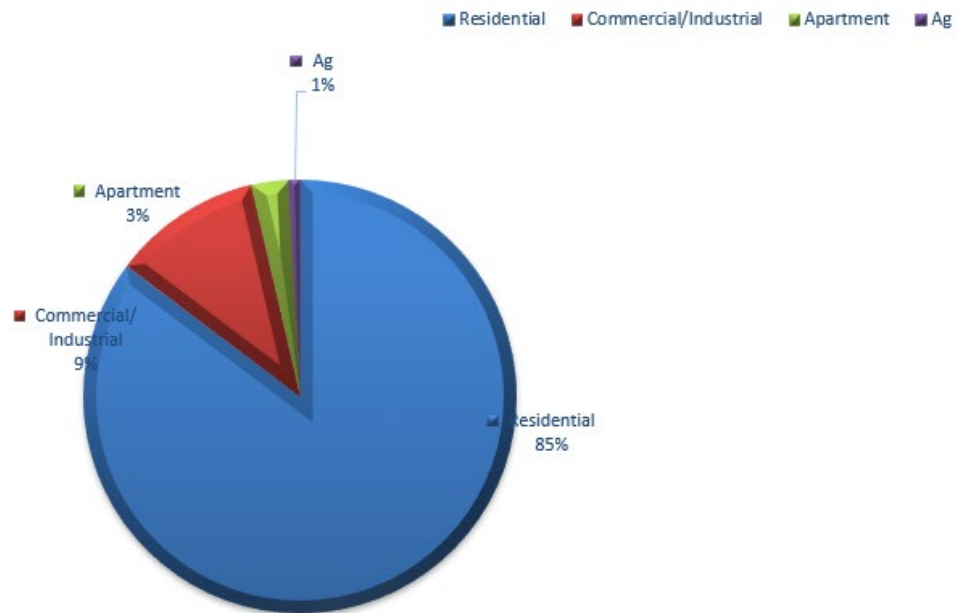
Average: EMV \$410,800

Median: EMV \$423,900

CHANHASSEN

	Residential	Commercial/Industrial	Apartment	Ag	Total
2022 EMV	\$5,021,676,900	\$597,575,100	\$164,133,200	\$42,390,100	\$5,825,775,300
2021 EMV	\$4,265,530,100	\$555,369,300	\$142,259,600	\$39,774,700	\$5,002,933,700
Total Value Change	\$756,146,800	\$42,205,800	\$21,873,600	\$2,615,400	\$822,841,600
New Construction	\$52,979,600	\$3,034,000	\$2,309,500	\$20,000	\$58,343,100
Market Change	\$703,167,200	\$39,171,800	\$19,564,100	\$2,595,400	\$764,498,500
% New Construction	1.24%	0.55%	1.62%	0.05%	1.17%
% Market Change	16.48%	7.05%	13.75%	6.53%	15.28%
2022 Total % Change	17.73%	7.60%	15.38%	6.58%	16.45%

2022 Chanhassen Value Distribution



Chanhassen Average and Median Single Family Values

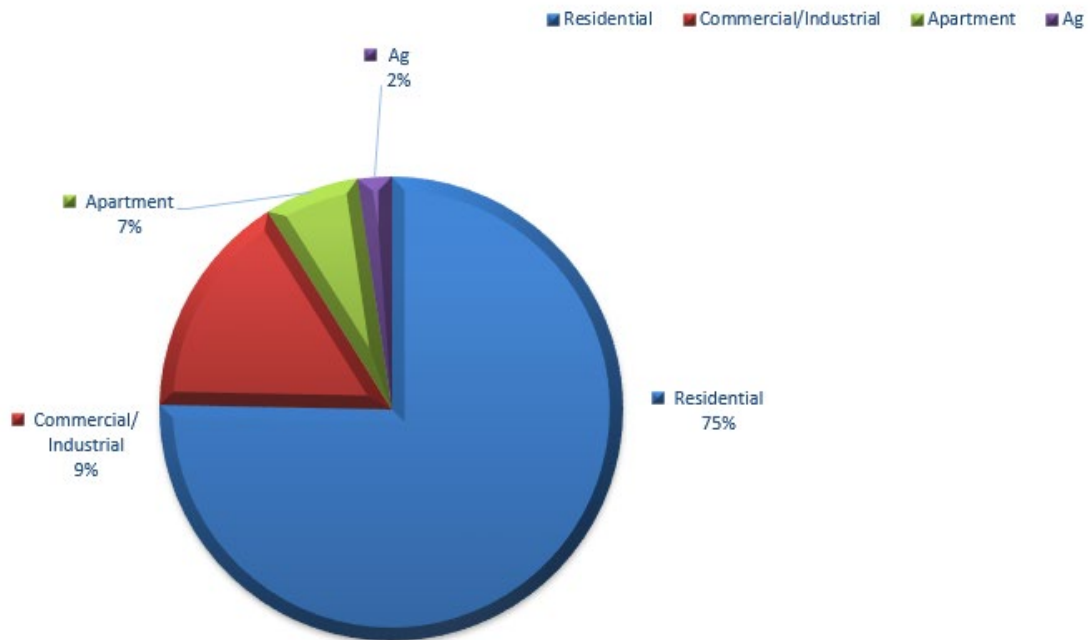
Average: \$519,100

Median: \$459,900

CHASKA

	Residential	Commercial/Industrial	Apartment	Ag	Total
2022 EMV	\$3,295,947,000	\$631,025,600	\$281,134,600	\$89,064,200	\$4,297,171,400
2021 EMV	\$2,645,009,100	\$553,274,200	\$231,767,700	\$82,052,100	\$3,512,103,100
Total Value Change	\$650,937,900	\$77,751,400	\$49,366,900	\$7,012,100	\$785,068,300
New Construction	\$65,868,900	\$9,842,000	\$545,000	\$0	\$76,255,900
Market Change	\$585,069,000	\$67,909,400	\$48,821,900	\$7,012,100	\$708,812,400
% New Construction	2.49%	1.78%	0.24%	0.00%	2.17%
% Market Change	22.12%	12.27%	21.07%	8.55%	20.18%
2022 Total % Change	24.61%	14.05%	21.30%	8.55%	22.35%

2022 Chaska Value Distribution



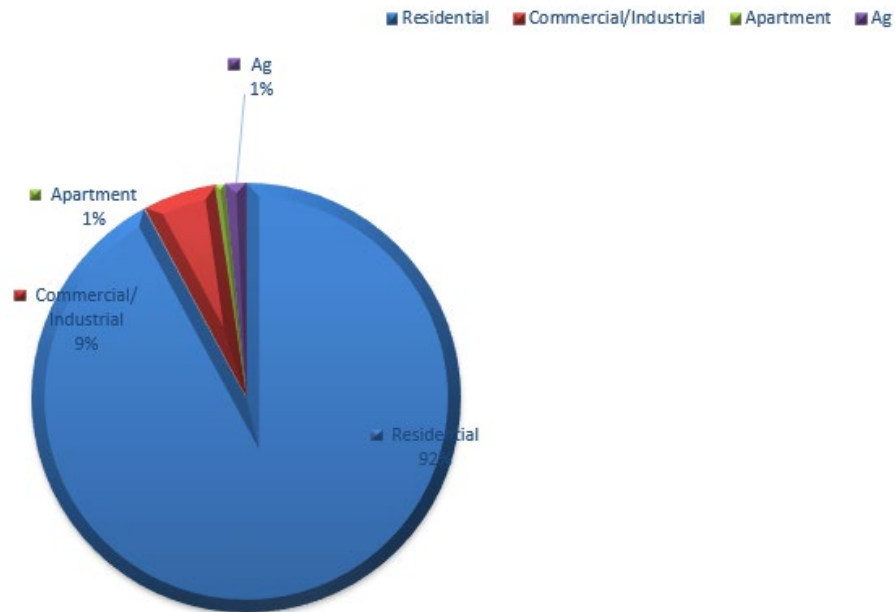
Chaska Average and Median Single Family Values

Average	\$406,500
Median	\$370,700

COLOGNE

	Residential	Commercial/Industrial	Apartment	Ag	Total
2022 EMV	\$251,219,000	\$14,495,100	\$1,721,900	\$3,816,200	\$271,252,200
2021 EMV	\$202,846,200	\$12,379,400	\$1,586,100	\$3,405,200	\$220,216,900
Total Value Change	\$48,372,800	\$2,115,700	\$135,800	\$411,000	\$51,035,300
New Construction	\$2,411,400	\$992,900	\$0	\$0	\$3,404,300
Market Change	\$45,961,400	\$1,122,800	\$135,800	\$411,000	\$47,631,000
% New Construction	1.19%	8.02%	0.00%	0.00%	1.55%
% Market Change	22.66%	9.07%	8.56%	12.07%	21.63%
2022 Total % Change	23.85%	17.09%	8.56%	12.07%	23.18%

2022 Cologne Value Distribution



Cologne Average and Median Single Family Values

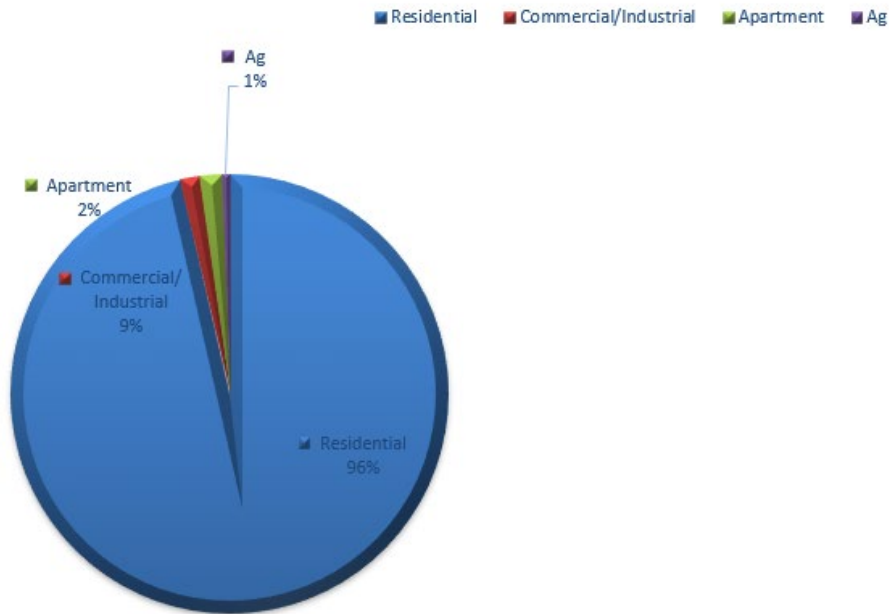
Average: \$339,700

Median: \$328,200

VICTORIA

	Residential	Commercial/Industrial	Apartment	Ag	Total
2022 EMV	\$2,372,581,100	\$30,044,600	\$34,802,700	\$9,585,900	\$2,447,014,300
2021 EMV	\$1,877,220,100	\$28,360,500	\$31,104,100	\$10,294,100	\$1,946,978,800
Total Value Change	\$495,361,000	\$1,684,100	\$3,698,600	(\$708,200)	\$500,035,500
New Construction	\$56,416,300	\$0	\$0	\$0	\$56,416,300
Market Change	\$438,944,700	\$1,684,100	\$3,698,600	(\$708,200)	\$443,619,200
% New Construction	3.01%	0.00%	0.00%	0.00%	2.90%
% Market Change	23.38%	5.94%	11.89%	-6.88%	22.79%
2022 Total % Change	26.39%	5.94%	11.89%	-6.88%	25.68%

2022 Victoria Value Distribution



Victoria Average and Median Single Family Values

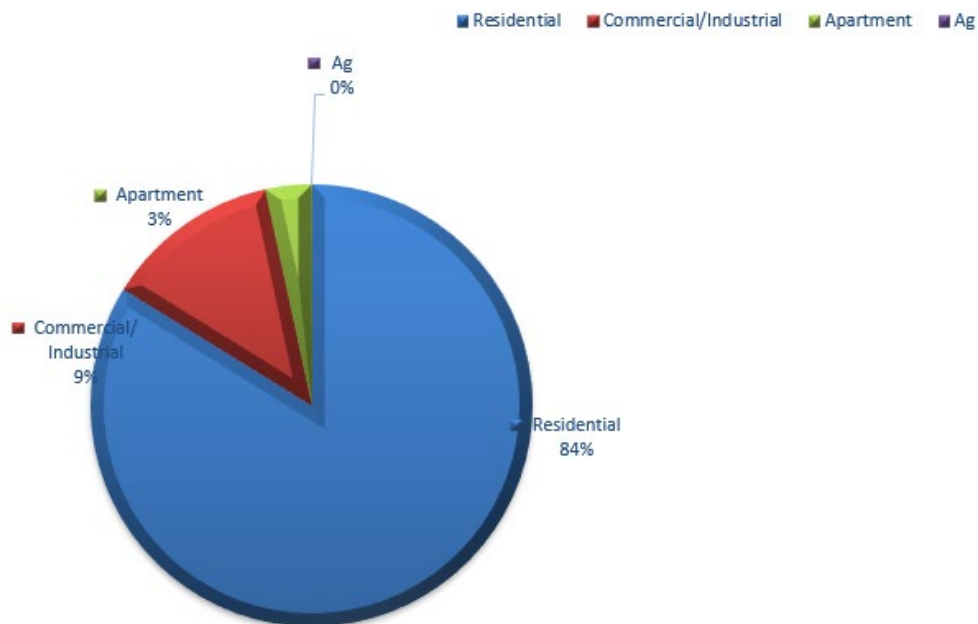
Average: EMV \$592,400

Median value: EMV \$547,200

CITY OF WACONIA

	Residential	Commercial/Industrial	Apartment	Ag	Total
2022 EMV	\$1,852,468,000	\$240,769,300	\$67,067,200	\$653,600	\$2,160,958,100
2021 EMV	\$1,423,583,600	\$217,686,100	\$56,272,800	\$681,800	\$1,698,224,300
Total Value Change	\$428,884,400	\$23,083,200	\$10,794,400	(\$28,200)	\$462,733,800
New Construction	\$46,920,800	\$2,822,900	\$42,000	\$0	\$49,785,700
Market Change	\$381,963,600	\$20,260,300	\$10,752,400	(\$28,200)	\$412,948,100
% New Construction	3.30%	1.30%	0.07%	0.00%	2.93%
% Market Change	26.83%	9.31%	19.11%	-4.14%	24.32%
2022 Total % Change	30.13%	10.60%	19.18%	-4.14%	27.25%

2022 Waconia Value Distribution



Waconia Average & Median Single Family Values

Average: Pay 2023 EMV \$421,100

Median: Pay 2023 EMV \$390,600



Carver County
Property Tax Department
600 East 4th Street
Chaska, MN 55318-2102
Phone (952) 361-1910
Fax (952) 361-1919

Date: August 12, 2022

Schools and cities (over 500 population) are required to hold a meeting at which the budget and levy will be discussed and the public is allowed to speak. The meeting must be after November 24 and no later than December 28 and be held at 6:00pm or later. This meeting may be part of a regularly scheduled meeting. If a regular meeting is not scheduled after November 24 and no later than December 28 at 6:00pm or later, it will be necessary to schedule a special meeting for this purpose.

Please complete the following for your school district:

School Name: Central Public Schools SD No: 108 Phone: _____
Contact Person: _____ Email: _____

Hearing Information

Date: _____

Time: _____

Listed below is prior year data for (1) the location of the public hearing, (2) the phone number to be published and (3) the mailing address for written responses. Please review these and make any necessary changes.

	Prior Year Information	OR	New Information
1. Hearing Location:	School District 108 Central High School-Media Center 531 Morse St NYA, MN 55368		
2. Phone Number:	952-467-7000		
3. Mailing Address:	School District 108 PO Box 247 NYA, MN 55368-0247		

Also, please indicate if you will be having a school referendum question on the ballot this November.

Referendum Question?	YES	NO

Please return this form to this office by **September 30, 2022**. By law, if we have not received this form in our office by **September 30, 2022** we will assign dates for your school district hearings. Thank you for your prompt attention to this matter.

Superintendent / Fiscal Officer _____ Date: _____

For Office Use Only - Date Entered In Aumentum:	Input Sheet:	Excel:
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**Carver County
Property Tax Department**

600 4th Street E
Chaska, MN 55318

To: Carver County School Administrators/Clerks

From: Property Tax Department

Date: August 12, 2022

RE: Required Supplemental Information M.S. 275.065 subd. 3b

Minnesota Statute 275.065 subd. 3b requires supplemental information be included with the Proposed Tax Notice that my office mails each November. Attached please find a supplemental information input sheet to complete. This budget information must be returned to us on or before **September 30, 2022**.

To assist you in completing this form, we have greyed out the sections that you do not need to complete. You will need to provide prior year and current information. To help taxpayers, we also plan to include a phone number directly on the form, so they know the best person to reach out to with any questions on the information. The phone number will be the same number that is printed on the TNT.

Thank you in advance for your cooperation. As always, we appreciate your prompt and accurate reporting. If you have any questions, please contact us at (952) 361-1910.

To complete the form, start by updating the Levy Information: Taxing Authority Name, 2022 Current Year, 2023 Proposed and the Percent Change

Levy Information			
Taxing Authority	2022 Current Year	2023 Proposed	Percent Change
Carver County	\$123,456,789	\$123,456,789	999.9%
City/Town of XXXXXXXXXXXXXXXXXXXXXXXXXX	\$123,456,789	\$123,456,789	999.9%
School District: XXX	\$123,456,789	\$123,456,789	999.9%

Next, Update FY 2022 columns in the School District Summary Budget Information section of the Excel spreadsheet.

School District Summary Budget Information							
Fund	FY 2022 Beginning Fund Balances	FY 2022 Actual Revenues and Transfers In	FY 2022 Actual Expenditures and Trfrs Out	June 30, 2022 Actual Fund Balances	FY 2023 Budget Revenues and Transfers In	FY 2023 Budget Expenditures and Trfrs Out	June 30, 2023 Projected Fund Balances
General Fund/Restricted	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
General Fund/Other	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
Food Service Fund	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
Community Service Fund	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
Building Construction Fund	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
Debt Service Fund	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
Trust Fund	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
Internal Service Fund	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
* OPEB Revocable Trust Fund	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
OPEB Irrevocable Trust Fund	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
OPEB Debt Service Fund	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
Total - All Funds	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789

Next, update the FY 2023 columns in the School District Summary Budget Information section.

School District Summary Budget Information							
Fund	FY 2022 Beginning Fund Balances	FY 2022 Actual Revenues and Transfers In	FY 2022 Actual Expenditures and Trfrs Out	June 30, 2022 Actual Fund Balances	FY 2023 Budget Revenues and Transfers In	FY 2023 Budget Expenditures and Trfrs Out	June 30, 2023 Projected Fund Balances
General Fund/Restricted	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
General Fund/Other	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
Food Service Fund	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
Community Service Fund	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
Building Construction Fund	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
Debt Service Fund	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
Trust Fund	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
Internal Service Fund	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
* OPEB Revocable Trust Fund	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
OPEB Irrevocable Trust Fund	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
OPEB Debt Service Fund	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
Total - All Funds	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789

Next, complete the Debt and Cost per Student section at the bottom of the School District Budget Information Section.

School District Summary Budget Information							
Fund	FY 2022 Beginning Fund Balances	FY 2022 Actual Revenues and Transfers In	FY 2022 Actual Expenditures and Trfrs Out	June 30, 2022 Actual Fund Balances	FY 2023 Budget Revenues and Transfers In	FY 2023 Budget Expenditures and Trfrs Out	June 30, 2023 Projected Fund Balances
General Fund/Restricted	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
General Fund/Other	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
Food Service Fund	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
Community Service Fund	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
Building Construction Fund	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
Debt Service Fund	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
Trust Fund	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
Internal Service Fund	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
* OPEB Revocable Trust Fund	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
OPEB Irrevocable Trust Fund	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
OPEB Debt Service Fund	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
Total - All Funds	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789
Long-Term Debt	Outstanding July 1, 2022 Plus: New Issues Less: Redeemed Issues Outstanding June 30, 2023						\$123,456,789 \$123,456,789 \$123,456,789 \$123,456,789
Short-Term Debt	Certificates of Indebtedness Other Short-Term Indebtedness						\$123,456,789 \$123,456,789
Current Statutory Operating Debt	Amount of General Fund Deficit, if any, in excess of 2.5% of expenditures 6/30/2022						\$123,456,789
Cost per Student - Average Daily Membership (ADM) 6/30/2022	Total Operating Expenditures FY 2022 Total ADM Served + Tuitioned Out ADM + Adjusted Extended ADM FY 2022 Operating Cost per ADM						\$123,456,789 \$123,456,789 \$123,456,789

Finally, return the file to us along with your levy certification.

***Notice of Proposed Property Tax Statement
Insert Request Application***

*Entity Name:*_____

requests inclusion of additional information to property owners in the Notice of Proposed Property Tax Statement.

I have read and agree to the requirements contained in the Carver County policy.

I understand that by submitting this form that the municipality or school district is responsible for fees outlined in the requirements.

Printed Name

Date

Signature

Title

Telephone Number

Email address

This form must be submitted no later than September 15th to:

*Carver County Auditor's Office
Carver County Government Center
Administration Building
600 East Fourth Street
Chaska, MN 55318
952.361.1910
Fax - 952.361.1919*

Notice of Proposed Property Tax Statement Supplemental Insert Policy

Policy

Minnesota Statutes 275.065 subdivision 3 allows counties, cities, and school districts, with the consent of the County Board, to include supplemental information with the Notice of Proposed Property Tax Statements.

Guidelines

Counties, cities and school districts are the only entities allowed to include inserts as prescribed by statute. Other entities including townships or special taxing districts may not request the inclusion of an insert. Because Truth in Taxation notices are time-sensitive mailings, failure to follow the guidelines will result in the insert not being included in the TinT mailing, however entity will still be responsible for assessed fees.

*Inserts may only include current, future or consecutive future year's information as allowed by Minnesota Statutes 275.065. ***

- 1. The impact of inflation as measured by the implicit price deflator for state and local government purchases;*
- 2. Population growth or decline;*
- 3. State or federal government action; and*
- 4. Other financial factors that affect the level of property taxation and local services that the governing body of the county, city or school district may deem appropriate to include.*

The data included may consist of tables, written narrative and graphic presentations and may contain instruction toward further resources or opportunity for comment.

*** These restrictions are contained in Minnesota Statutes 275.065 as adopted by the 2005 Legislature and may be amended from time to time. This policy will be amended to reflect any changes, but at all times the restrictions found in the statute will be in effect.*

The full cost of insert and the cost of including an insert will be the responsibility of the jurisdiction as described in Administrative Procedure.

A city, school or county levying authority shall comply with all due dates, procedures and standards described in Administrative Procedure.

Responsibility

County Board

1. *Resolution providing for the consent to inclusion of inserts*

County Auditor

1. *Provide Insert Request Application annually with levy certification forms.*
2. *Coordinate the insert inclusion process with the print vendor selected by the Department.*
3. *Review and provide comment related to the content of each insert*
4. *Deny any requests for inclusion of inserts that provides information that is not allowed by Minnesota Statutes 275.065.*
5. *Bill each jurisdiction for the full costs of the inclusion of any insert.*

City, School District or County (if County is requesting an insert)

1. *Provide timely notice to County Auditor as required in the policy.*
2. *Provide a draft and final copy of insert as required in the policy.*
3. *Provide an insert that follows the standards for size and weight. This may vary depending upon the format and mailing method used by the County Auditor.*
4. *Responsible for the accuracy of the entire content of the insert provided to the county, including the responsibility for providing a final copy that has been proofed for spelling and formatting.*
5. *Provide approval for final copy through a signature of an official acting on behalf of the city, school or county.*
6. *Pay all costs including but not limited to any increased postage costs, printing, insertion, and an administrative fee to the department, related to each insert.*

Administrative Procedure

Process & Timing:

1. *All entities wishing to include an insert shall complete and return the Notice of Proposed Property Tax Statement Insert Request Application no later than September 15th.*
2. *A draft copy of each insert shall be delivered to the county in electronic format by September 30th.*
3. *County Auditor will review and provide comments on each insert to the submitting jurisdiction.*
4. *County Auditor will provide an estimate of the full costs of inclusion of each insert prior to the date for submission of the final draft. This estimate will be developed in consultation with the print vendor.*

5. *Final inserts must be accompanied by a signed acknowledgement by a responsible local official for each entity that this version is the final, proofed copy to be included with the proposed property tax notice.*
6. *Final insert copy in electronic form must be submitted to the County Auditor no later than October 15th.*
7. *If any requirements related to this policy change because of the requirements or capabilities of a new print vendor selected through the competitive bid process, the department will inform the county, cities and school districts as soon as possible.*
8. *Each entity must print and deliver inserts to the County's printer/mail vendor at its own expense no later than October 31st.*

Insert Standards:

The Auditor is authorized to establish and to distribute to each city and school district limitations respecting the size and paperweight for supplemental information inserts and time deadlines. This is to ensure that Carver County's Truth in Taxation print vendor will be able to process any inserts without the need for additional or special equipment beyond that necessary for processing the notice without inserts and ensuring that the notice will be mailed according to statutory deadlines.

The Auditor shall have the authority to refuse any supplemental information insert which in the judgment of the Auditor and with the advice of the county attorney shall deem noncompliant with the content restrictions prescribed by M.S. 275.065

- *Inserts will be printed on 20# bond paper*
- *Minimum Size: 4" wide by 3 ½ " long*
- *Maximum Size: 8 ½" by 11" folded*
- *Printed on one or both sides of the paper*
- *White or colored paper*
- *Standards are subject to change per Carver County truth in taxation print vendor.*
- *Overage amounts will not be returned unless special arrangements are made for the return and at the expense of the entity.*

Costs:

- *Billing for the cost of each insert will be sent after the department receives the final invoice from its print vendor. Payment to the county will be required within 30 days.*
- *Costs for each insert may include, but are not limited to,*
 - *The cost of inserting the inserts into the mailing envelope*
 - *All printing and paper costs*

- *A proportionate share of any additional postage costs if the mailing exceeds the standard one ounce*
 - *Additional postage costs if any caused by the inclusion of inserts through the sorting/routing process*
 - *A proportionate share of any additional printing costs caused by the need to have additional print groups*
 - *A \$300 administrative fee paid to the County auditor for coordinating the insertion and mailing process*
 - *The full payment shall be made to the County within thirty (30) days after receipt of the invoice.*
- *The Department will deny any requests for future inserts if full payment has not been made for any past insert.*



Sibley County Auditor-Treasurer

Marilee Peterson

400 Court Avenue – PO Box 51

Gaylord, MN 55334

507-237-4070

Marileep@co.sibley.mn.us

Division E-mails:

Elections@co.sibley.mn.us

Finance@co.sibley.mn.us

PropertyTax@co.sibley.mn.us

SCTreasurer@co.sibley.mn.us

To: School Districts within Sibley County
Attn: Superintendent

From: Marilee Peterson, Sibley County Auditor-Treasurer

Date: August 6, 2022

RE: 2022 Truth in Taxation Hearing for Taxes Payable 2023

All counties, all school districts, and all cities with a population over 500 are required to hold public hearings for the taxes payable year 2023, to give notice of their public hearings, and to certify their compliance with the Truth in Taxation Law and to provide summary budget information (same info as annual public financial data). The meeting, in which the public is allowed to speak and the budget and levy are discussed, may be part of a regularly scheduled meeting but must occur after 6:00 P.M. Local jurisdictions are required to provide TNT public hearing information with the proposed levy certification to the county auditor, to include with the parcel specific notice.

Please complete the bottom portion of this memo with the necessary information for your Truth in Taxation hearing. Also either complete the attached Supplemental Budget Information form or supply a web address to your school's website where your budget will be posted. This information will be used to compile the TNT supplement data, which is a new state-wide requirement. Due to the TNT reporting timeline, districts may not have final audited data prepared in time. Fill out as much information as is available at the time of TNT reporting. This will satisfy the TNT requirements. The deadline for certifying School TNT Hearing Dates and summary budget information is on or before September 30, 2022. Also, please indicate if you will be having a referendum prior to the end of the year.

Initial

School District No. _____ Date: _____

Time: _____

Location of hearing:

Building (Name) _____

Building (Room and/or Room #) _____

Building Address _____

Letters or correspondence:

Contact Name: _____

Address: _____

Phone Number to appear on TNT Notice: _____

Web Address for Budget Information: _____

Referendum Question?

YES

/

NO

It is imperative that you **complete, certify and return this form on or before September 30, 2021.**

If you have any question, please contact Deputy Auditor-Treasurer Charlene Pelletier at 507-237-4070 or PropertyTax@co.sibley.mn.us. Thank you for your prompt attention to this matter.

Superintendent/Fiscal Officer _____ Date _____



Supplemental Budget Information

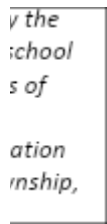
Levy Information			
	2022 Current Year	2023 Proposed	Percent Change
Carver County	\$123,456,789	\$123,456,789	999.9%
City/Town of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$123,456,789	\$123,456,789	999.9%
School District: XXX	\$123,456,789	\$123,456,789	999.9%

This information is provided by county, city or township, and school district. It compares two years budget information for those jurisdictions. For more information contact the county, city or township or school district directly.

County Summary Budget Information				City Summary Budget Information		
			Percent Change			
Category	2022 Current Year	2023 Proposed		Category	2022 Current Year	2023 Proposed
Revenues				Revenues		
Property Taxes	\$123,456,789	\$123,456,789	999.9%	Property Taxes	\$123,456,789	\$123,456,789
Special Assessments	\$123,456,789	\$123,456,789	999.9%	Special Assessments	\$123,456,789	\$123,456,789
State General Purpose Aid	\$123,456,789	\$123,456,789	999.9%	State General Purpose Aid	\$123,456,789	\$123,456,789
State Categorical Aid	\$123,456,789	\$123,456,789	999.9%	State Categorical Aid	\$123,456,789	\$123,456,789
All Other Revenues	\$123,456,789	\$123,456,789	999.9%		\$123,456,789	\$123,456,789
Expenditures				Expenditures		
General Government	\$123,456,789	\$123,456,789	999.9%	General Government	\$123,456,789	\$123,456,789
Public Safety	\$123,456,789	\$123,456,789	999.9%	Public Safety	\$123,456,789	\$123,456,789
Streets and Highways	\$123,456,789	\$123,456,789	999.9%	Streets and Highways	\$123,456,789	\$123,456,789
Sanitation	\$123,456,789	\$123,456,789	999.9%	Sanitation	\$123,456,789	\$123,456,789
Human Services	\$123,456,789	\$123,456,789	999.9%	Human Services	\$123,456,789	\$123,456,789
Health	\$123,456,789	\$123,456,789	999.9%	Health	\$123,456,789	\$123,456,789
Culture and Recreation	\$123,456,789	\$123,456,789	999.9%	Culture and Recreation	\$123,456,789	\$123,456,789
Conservation of Nat'l Res	\$123,456,789	\$123,456,789	999.9%	Conservation of Nat'l Res	\$123,456,789	\$123,456,789
Economic Dev & Housing	\$123,456,789	\$123,456,789	999.9%	Economic Dev & Housing	\$123,456,789	\$123,456,789
All Other Current Exp	\$123,456,789	\$123,456,789	999.9%	All Other Current Exp	\$123,456,789	\$123,456,789

School District Summary Budget Information

[illegible]

[illegible]

Total - All Funds		\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123,456,789	\$123
Long-Term Debt	Outstanding July 1, 2022							\$123
	Plus: New Issues							\$123
	Less: Redeemed Issues							\$123
	Outstanding June 30, 2023							\$123
Short-Term Debt	Certificates of Indebtedness							\$123
	Other Short-Term Indebtedness							\$123
Current Statutory Operating Debt	Amount of General Fund Deficit, if any, in excess of 2.5% of expenditures 6/30/2022							\$123
Cost per Student - Average Daily Membership (ADM) 6/30/2022	Total Operating Expenditures							\$123
	FY 2022 Total ADM Served + Tuitioned Out ADM + Adjusted Extended ADM							\$123
	FY 2022 Operating Cost per ADM							\$123

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ARTICLE I

PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Independent School District 108, Norwood Young America, Minnesota, hereinafter, referred to as the school district, and the Central Principals' Association, hereinafter, referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for legally qualified and certified principals who agree to perform the duties of Administrator in the public schools of the District during the duration of this Agreement commencing July 1, 2022 through June 30, 2024. This contract is subject to the provisions of M.S. 125.12 and to all laws, rules, and regulations of the State of Minnesota relevant to qualifications, certification, employment, termination, and discharge. This contract will remain in full force and effect except if modified by mutual consent of the school board and the exclusive representative.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the school district recognizes the Central Principals' Association as the exclusive representative of principals employed by the school district, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A., and as described in the Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all the principals of the district as defined in this Agreement and in said Act.

ARTICLE III

SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Policy. The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

Section 2. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this agreement are reserved to the school district.

Section 3. Effect of Laws, Rules and Regulations. The exclusive representative recognizes that all principals covered by this Agreement shall perform the services prescribed by the School Board and shall be subject to School Board rules, regulations, directives and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

ARTICLE IV

DUTY YEAR AND LEAVES

Section 1. Basic Work Year: The principal's duty year shall be for the entire year as provided herein and the principal shall perform services on those legal holidays on which the school district is authorized to conduct school if the school board so determines. The Principal shall be on duty during any emergency, natural or unnatural, unless he is otherwise excused in accordance with the school board administrative policy.

Section 2. Vacation. The principal shall earn 25 working days of annual vacation each contract year. Vacation earned in a contract year must be used during the contract year in which it is earned, except up to five (5) days may be carried forward to the next contract year but must be taken within six months following the contract year in which it is earned (December 31).

Section 3. Holidays: The principal shall be entitled to 11 paid holidays each contract year as designated by the School Board. Namely: July 4th, Labor Day, Memorial Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, President's Day, and Good Friday. The School Board, however, reserves the right, if school is in session, to cancel any of the holidays and establish another holiday in lieu thereof with the understanding, however, that the principal under this provision will be guaranteed eleven (11) paid holidays per year. Any legal holiday or holidays, which fall within any employees' vacation period, shall not be counted as a vacation.

Section 4. Sick Leave: The principal shall earn sick leave at the rate of 15 days(s) annually, which may be accumulated to a maximum of 130 days.

Section 5. Emergency Leave. The principal may be granted emergency leave during the contract year at the discretion of the Superintendent and/or School Board.

Section 6. Medical Leave: If the principal is unable to perform his duties because of illness or disability and has exhausted all sick leave credit available or has become eligible for long term disability compensation shall upon request be granted a medical leave of absence or extension thereof pursuant to this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the principal is expected to be able to assume his normal responsibilities. The principal, when on medical leave of absence, is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he wishes to retain commencing with the beginning of the leave.

Section 7. Bereavement Leave:

Subd. 1. There may be an allowance of four (4) days annually for absence because of death of relatives and friends. Prior approval must be obtained from appropriate administrator before leave is granted.

Subd. 2. Leaves granted under this section shall be deducted from sick leave.

ARTICLE V

INSURANCE

Section 1. Health and Hospitalization: The School District shall provide a fully funded VEBA insurance plan. The amount to fund the savings portion of the plan is \$2400 per year. Annual participant fee will not be covered by the district. If a principal elects to decline family insurance coverage, an amount of \$6000 shall be deposited into an HRA, HSA, or other post retirement health savings account as allowed by law. The principal shall be responsible for any fees or taxes associated with this account.

Section 2. Long Term Disability Insurance: Each principal shall pay monthly premiums for a School District long term disability insurance plan for the principal providing a benefit of 66 2/3% of the principal's regular monthly compensation, with a waiting period of not more than ninety (90) calendar days after the date of disability, with such benefits to continue until the principal reaches the age of sixty-five (65) and as long as the principal remains disabled.

Section 3. Liability Insurance: The School District shall provide an errors and omissions liability insurance policy in the amount of the present policy.

Section 4. Term Life Insurance: The School District shall pay the premium for term life insurance in an amount equal to their salary to the nearest thousand, provided the principal is insurable and eligible to be insured

under a group insurance plan to be provided for the school district. If life insurance is available the effective date shall be the first of the month following approval by the insurable carrier.

Section 5. Dental Insurance: The District shall pay the full premium toward the individual plan for the principal in the Delta Dental Plan.

Section 6. Claims Against the School District: The parties agree that any description of insurance benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claims shall be made against the School District as a result of a denial of insurance benefits by insurance carriers.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a principal resulting in a dispute or disagreement between the principal and the school district as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative: The principal or school board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definition and Interpretation:

Subd. 1. Extension. Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days. Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined, as all weekdays not designated as holidays by state law.

Subd. 3. Computation of Time. In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark. The filing or services of any notice or document herein shall be timely if it is personally served and the copies countersigned by each party and dated or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school district's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall constitute a waiver of the grievance. Failure to appeal a grievance from one level to another within the time limits thereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the principal and the school district's designee.

Section 5. Adjustment of Grievance: The school district and the principal shall attempt to adjust all grievances which may arise during the course of employment of any principal within the school district in the following manner:

Sub. 1. Level I: If the grievance is not resolved through informal discussions, the Superintendent or designee shall give a written decision on the grievance to the parties involved with ten (10) days after receipt of the written grievance.

Sub. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt

of the decision in Level I. If a grievance is properly appealed to the School Board, the School Board may elect to review the matter and render a written decision within twenty (20) days after receipt of the written appeal. However, at the option of the School Board, the School Board may determine to set a hearing on the grievance within twenty (20) days after receipt of the written appeal, and in such case within twenty (20) days after the hearing, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to process the appeal at this level and report the findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. Denial of Grievance. Failure by the School Board or its representative(s) to issue a decision within the time period provided in this article shall constitute a denial of the grievance, and the principal may appeal it to the next level.

Section 7. Arbitration Procedures. In the event that the principal and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined in this article.

Sub. 1. Request. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level II of the grievance procedure.

Sub. 2. Prior Procedure Required. No grievance shall be considered by the arbitrator which has not first been duly processed in accordance with the grievance procedure and appeal provisions.

Sub. 3. Selection of Arbitrator. Upon the proper submission of a grievance under the terms of this procedure, the parties may, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the Bureau of Mediation Services to submit a panel of seven (7) arbitrators to the parties, pursuant to P.E.L.R.A., provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the panel be submitted within ten (10) days after the receipt of said request. Within ten (10) days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time period as provided in this article shall constitute a waiver of the grievance.

Sub. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo (anew: starting again).

Sub. 5. Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitation of arbitration decisions as provided by in the P.E.L.R.A.

Sub. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share, equally, fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, if one party orders a copy of such transcript that party shall pay for such copy.

Sub. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration

procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but not be limited to such areas of discretion or policy as the functions and programs of the District, its overall budget, use of technology, the organizational structure, and selection and direction and number of personnel. In consideration of any issue in dispute, the decision

of the arbitrator shall give due consideration to the statutory right and obligation of the Public School District to efficiently manage and conduct its operation within legal limitations surrounding the financing of such operations.

Sub. 8. Notwithstanding the expiration of Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE VII OTHER BENEFITS

Section 1. Tax Sheltered Annuities: The Principal 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, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law. The school district shall contribute up to \$1000 in matching funds each year into the 403(b) matching fund on behalf of the Principal and as described and allowed by Minnesota Statute.

Section 2. Health Care Savings Plan: The principals are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds paid by the district on behalf of the principal will be deposited into the employee's post-employment health care savings plan account.

The district shall contribute a lump sum payment in the amount of \$3,000 to each principal's HCSP account at the end of each fiscal school year. If an employee leaves during the school year, the lump sum payment of \$3,000 will be prorated.

Section 3. Mileage: The principal will be responsible to use his own vehicle for school purposes. Mileage will be reimbursed at the rate of reimbursement allowed by the Internal Revenue Service in that particular year pursuant to M.S. 471.665, Sub. 1.

Section 4. Conferences and Meetings: The School District shall pay all legally valid expenses to a maximum of \$750 per year, for participation in professional conferences, seminars, or college coursework which have been pre-approved by the Superintendent. Appropriate claim forms and receipts must be filed for reimbursement.

ARTICLE VIII OTHER PROVISIONS

Section 1. Dues: The School Board will pay the full cost of the Principal's State and National professional dues.

Section 2. National Convention: The School District will provide an opportunity for the Administrator to attend a National Convention or Conference of his choice every three years and pay for registration, and ordinary and reasonable transportation, meals and lodging subject to School District policies relating thereto.

Section 3. Nightly Activity Supervision. Nightly activity supervision for grades 9 – 12 will be reimbursed \$100 per night for such activities as approved by the Superintendent.

Section 4. Weekend Activity Supervision. Weekend activity supervision for grades 9 – 12 will be reimbursed \$200 per day for such activities as approved by the Superintendent.

Section 5. Personnel Files: Pursuant to M.S 122A.40, Sub. 19, as amended, all evaluations and files relating to each individual principal shall be available during regular school business hours to said principal upon reasonable written notice. The principal shall have the right to reproduce any of the contents of the files at the

principal's expense and to submit for inclusion in the file written information in response to any material contained therein. The school district may destroy such files as provided by law.

Section 6. Technology Allowance: Up to \$120 per month will be allowed for business cell-phone use and purchase of other job related technology.

Section 7: Negotiations may be re-opened in the event the district is approved for Q Comp.

ARTICLE IX

SALARY

Section 1. The Principals will be paid an annual salary as follows:

	<u>2022-23</u>	<u>2023-24</u>
Ron Erpenbach	\$ 115,210	\$ 119,415
Richard Larson	\$ 110,000	\$ 114,015

ARTICLE X

DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its execution through June 30, 2024, and thereafter pursuant to PELRA. In the event a successor Agreement is not entered into prior to the expiration date of this Agreement, a principal shall be compensated according to the previous year's compensation until such time that a successor Agreement is executed. If the exclusive representative desires to modify or amend this Agreement commencing on July 1, 2022, it shall give written notice of such intent no later than May 1, 2024, including complete language and detail of proposed changes. If such notice is not timely served, the School District shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative. The provision herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, and School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights, functions, and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

Section 3. Finality: Any matters relating to the current Agreement term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, we subscribe our signature this _____ day of _____, _____.

Administrator/Association President

Chairman of Board

Clerk of Board