



Windom Area Schools

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"It is the mission of the Windom Public Schools to create a positive learning environment where we, as life-long learners, have the opportunity to develop to our highest potential and to meet the challenges of an ever changing world."

Board Work Session Agenda
Windom City Council Chamber
444 Ninth Street
August 28, 2017 6:30 p.m.

- | | | |
|-----|---|---------------|
| 1. | Call to Order | Hunter, Chair |
| 2. | Pledge of Allegiance | |
| 3. | Approval of Agenda | Action |
| 4. | Accept resignation received from Hannah Oakland, special ed paraprofessional effective 8/18/17 | Action |
| 5. | Approve hiring Cheyenne Boeck as a 12 month secretary effective 08/21/17 | Action |
| 6. | Approve hiring Amy Rihiel as Medical Careers Instructor at BA0 .125FTE | Action |
| 7. | Approve revised Policy 533 Wellness | Action |
| 8. | Approve mandatory policy 102, 214, 401, 402, 406, FRM 406, 410, 412, 417, 418, FRM 418, 419, 427, 501, 502, 514, 515, FRM 515, 516, 521, FRM 521, 522, FRM 522, 524, Form 524, 526, 532 | Action |
| 9. | Teacher negotiations update – 2017-18 & 2018-19 contract | Information |
| 10. | Review Buildings & Grounds Committee work | Information |
| 11. | Review 2016-17 goal progress and 2017-18 draft goals | Information |
| 12. | Adjourn | |

2016-17 Windom Area School Goals:

1. District Academic Goal (set annually with QCOMP Council and approved by School Board):

MCA Goals -- 2016-2017 MCA Goal: The percentage of all students in grades 3-8 and 10 enrolled October 1 in the Windom School District who earn achievement levels of Meets the Minnesota Academic Standards or Exceeds the Minnesota Academic Standards:

- on all reading accountability tests will increase 3.3% from a combined percentage of 56.5% in 2016 to a combined percentage of 59.8% in 2017.
- on all math accountability tests will increase 1% from a combined percentage of 61.0% in 2016 to a combined percentage of 62.0% in 2017.
- on all science accountability tests will increase 1.2% from a combined percentage of 59.1% in 2016 to a combined percentage of 60.3% in 2017.

Star Standard Growth Percentile Goal – targets students meeting expected growth:

- READING: 70% of all students in grades K-11, enrolled by October 1 of the 2016-2017 school year, will achieve an SGP of 35 or better on the STAR Early Literacy or STAR Reading Assessment by May 2017.
- MATH: 70% of all students in grades K-11, enrolled by October 1 of the 2016-2017 school year, will achieve an SGP of 35 or better on the STAR Math Assessment by May 2017.

2. Facilities Use and Space Needs Goal: Develop the Community's Vision for the Future of the Windom Public School District Facilities.

Date Due: Complete tasks 1-3 by August 1, 2017.

Equal Opportunity Employer

Responsible Parties: Full Board, Buildings and Grounds Committee, Superintendent Wormstadt and Director of Buildings and Grounds Doug Holtz

The Windom School District Buildings and Grounds committee based on Facility Task Force recommends the following items should be done to meet the district goal to:

1. Presentation to community and staff on report and next steps
2. Continue to engage staff and community in identifying additional district needs
3. Continue to engage staff and community in identifying additional community needs
4. Continue to engage staff and community in developing solutions with cost estimates
5. School board selects and presents viable solutions with community support

3. Community Engagement and Communication Plan Goal: Develop ongoing communication plan that engages the parents, community members and local government agencies to build collaboration and partnerships for the future of our students.

Date due: July 1, 2017

Responsible Parties: Full Board and Superintendent Wormstadt

4. Windom School Foundation Goal: Finish Windom Area School District Foundation.

Date due: March 1, 2017

Responsible Parties: Led by Barb Jones, Don Brugman and Superintendent Wormstadt

Windom Area Schools - Board Work Session Narrative – Aug. 28, 2017

1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda (revise as necessary)
4. Accept resignation received from Hannah Oakland, special ed paraprofessional effective 8/18/17 (enclosed)
5. Approve hiring Cheyenne Boeck as a 12 month secretary effective 08/21/17 (enclosed)
6. Approve hiring Amy Riihl as Medical Careers Instructor at BA0 .125FTE
7. Approve revised Policy 533 Wellness (enclosed)

Wellness Policy 533 was reviewed and modified by committee including Caitlyn Gilbertson from extension office. We used permissive language of May in areas so as not to lock the board or staff into a change that could not be made. Example is advertising for scoreboards in the gyms would not meet the advertising rules if we used shall not have unhealthy choices advertised.

8. Approve mandatory policy 102, 214, 401, 402, 406, FRM 406, 410, 412, 417, 418, FRM 418, 419, 427, 501, 502, 514, 515, FRM 515, 516, 521, FRM 521, 522, FRM 522, 524, Form 524, 526, 532 (enclosed)

These are the minor revision policies we covered at the July work session

9. Teacher Negotiations 2017-18 & 2018-19 contract (enclosed)

Tentative Agreement includes all costing salary, benefits, FICA, LTD, extra curricular, etc. comes to 7.069%. The enclosed redline contract shows the changes made in language.

10. Review Buildings and Grounds Committee work

We will review highlites of August 21st meeting with timeline, activities and upcoming items to be aware of.

An item that needs to be completed is the parameters for staff/community committee work on potential solutions. This would be items that at a minimum need to be addressed or list of items prioritized by the board. The direction from the board would then need to be clear if alternatives are brought forth for consideration.

11. Review 2016-17 goal progress and 2017-18 draft goals (enclosed)

Attached

12. Adjourn

Wayne Wormstadt

Today is Friday August 18th 2017
and I Hannah Oakland am resigning as
Special Ed Para at the Windom High School.
I want to thank you for this last year.
I have chose to go back to college and
this semester I have an internship and
will not be able to work my contracted
hours.

Thank you,

Hannah Oakland

Cheyenne A. Boeck

EDUCATION

South Dakota State University, Brookings SD

General Studies 08/06-05/07

Lake Area Technical Institute, Watertown SD

Cosmetology, 05/07-12/08

Curriculum Highlights: Applied Communications, Business

Enterprise, Scientific Concepts, Basic Bookkeeping, Sales & Service

EMPLOYMENT

Bank Midwest: Windom, MN (02/2015-Present)

Investment Service Assistant:

Service Accounts, Prepare Paperwork, Service Calls, Seminar/Customer Events,

Data

Entry/Processing, Customer Service

Wells Fargo: Aberdeen, SD/Bettendorf, IA/Worthington, MN (08/2009 to 02/2015)

Personal Banker:

Use of System Tools, Sales, Account Servicing, Account Opening/Closing,
Loan Originator, SAFE Registered, Solicit Accounts, Cross Sales.

Teller:

Use of System Tools (SVP, SVT, Hogan), Sales, Account Servicing,
Account Maintenance, Make Deposits, Payments, Withdraws, Solicit
Accounts, Transfers, Check Orders, Safety Deposit Box Authority,
Marketing.

Lead Teller:

Under limited supervision, handling compliance of audit operations and
regulatory issues, Workflow Scheduling, Transaction Approval, Teller Training
and/or Teller Supervision, Responds to Inquiries/Problems, Handle more
complex services/transactions.

Premier Bank Card: Watertown, SD/Sioux Falls, SD (09/07-07/09)

Collect II:

Gain knowledge of company policies, procedures and products, communicating with delinquent customers, Inbound and outbound calls, evaluate customers financial situation, Negotiate account resolutions.

SOFTWARE/SYSTEM SKILLS

Microsoft Office (Word, Excel, PowerPoint), Average 85 WPM, 10-Key

533 WELLNESS

I. PURPOSE

The purpose of this policy is to set forth methods that promote and protect students' health, well-being, and ability to learn by supporting healthy eating and physical activity. Our goal is to promote the development of student skills in making lifelong healthy choices.

II. GENERAL STATEMENT OF POLICY

- A. The school board recognizes that nutrition education and physical education are essential components of the educational process and that good health fosters student attendance and education.
- B. The school environment should consistently promote and protect students' health, well-being, and ability to learn by encouraging healthy eating and physical activity on a regular basis.
- C. The school district encourages the involvement of students, parents, teachers, food service staff, and other interested persons in implementing, monitoring, and reviewing school district nutrition and physical activity policies.
- D. Children need access to healthy foods and opportunities to be physically active in order to grow, learn, and thrive. The Center for Disease Control (CDC) recommends all children and adolescents do 60 minutes or more of physical activity each day. The district will strive to offer a Comprehensive School Physical Activity Program by encouraging student participation in, before, and after school activities, physical education, recess and classroom physical activity to promote learning readiness.
- E. Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.

III. GUIDELINES

A. Foods Available at School

1. Foods and beverages available during the school day should include a variety of healthy choices that are of excellent quality, appealing to students, and served at the proper temperature.
2. Foods and beverages available during the school day should promote and encourage student consumption of a diet rich in fruits, vegetables, fiber and low fat dairy and protein foods, 0 trans fat, and low in total and saturated fat, sodium and refined sugar. In addition, highly processed foods should be kept to a minimum.
3. Food and beverage providers should offer age-appropriate portion sizes for elementary, middle, and high school students being consistent with all federal, state, and local laws, rules, and regulations.
4. The school district will ensure students have the opportunity to eat during club, organizational meetings and activities that are held during mealtimes.
5. The school district will work toward providing nutrition information for products offered in a la carte and school stores and should be available when possible. Healthy food and beverage choices should be available at these locations.
6. Drinking water should be conveniently available for students at all times.
7. Sugar sweetened and soda pop beverages should not be available to students during the school day.
8. Beverage and other vending machines will be available to students as permitted by applicable state and federal laws regarding hours of operation. However, soda pop will not be sold until the conclusion of the school day. Staff lounges may be exempt from this requirement.

B. Foods Available from Food Services/Personnel

1. The school district will provide healthy and safe school meal program's that strictly comply with all federal, state, and local statutes and regulations.
2. The school food service program will promote healthy food choices through menu preparation, food choices and information to students.
3. The school district food service director is responsible for the school district's food service program. Duties shall include helping all school

stakeholders meet the nutrient guidelines for foods and beverages available to students during the school day and at school-sponsored events.

4. As part of the school district's responsibility to operate a food service program, the school district will provide continuing professional development for all food service personnel in schools.
5. The school district will make every effort to prevent the overt identification of students who are eligible for free and reduced-price school meals.
6. The school district will provide students access to hand washing or sanitizing before meals and snacks.
7. Schools will provide students with at least 20 minutes to eat after sitting down for breakfast and 20 minutes after sitting down for lunch; schools will schedule meal periods at appropriate times.
8. Students will be encouraged to participate in the schools' School Breakfast Program (SBP) and the National School Lunch Program (NSLP) through the Healthy Hunger-Free Kids Act.
9. Breakfast is seen as an important meal for student's readiness to learn. Therefore, school food service will offer breakfast:
 - a. Beverages available: 1% or skim milk, 100% fruit juice or water
 - b. Foods: Foods offered as breakfast options should meet the nutrient criteria as established by breakfast meal patterns from Healthy Hunger-Free Kids Act.
10. Food and beverages served through a la carte during lunch time will meet the USDA's smart snacks in School Nutrition Standards. See Appendix A.
11. School-based marketing will be consistent with nutrition education and health promotion. The following guidelines apply:
 - a. Schools may consider restricting food and beverage marketing to the promotion of only those foods and beverages that meet the Smart Snacks nutrition standards.
12. The school district will support the development of farm to school programs, a school garden, foods grown in the Ag Department, or foods prepared with the FACS Department. These programs can promote healthier lifelong eating patterns to encourage students to eat more nutritious foods, and support the local economy and the local farmers, as well as teach students about the origins of their foods and how their food is grown.

C. Foods provided from the school, outside of School Food Service

1. Vending foods that are available should include a variety of choices of nutritious foods, such as fruits, vegetables, whole grains, and low-fat or non-fat dairy foods. At least 50% of the foods offered in vending and concessions will meet the nutrition standards for healthy foods and beverages as identified by Appendix A.
2. Classroom birthday celebrations will be encouraged to use healthy choices. Other ways to recognize are offered in Appendix B.
3. Classroom parties or celebrations (that are not part of birthday celebrations) such as holiday parties or recognition parties should be limited to once a month and may include food brought in from parents. Parents will be encouraged to bring in foods listed from the “Windom Schools Suggested healthy snacks for classroom parties List” (see appendix B). Water is encouraged as the beverage of choice for classroom celebrations. Foods must be purchased from an approved source, no homemade items are allowed.

D. Nutrition Education and Promotion

1. The school district will encourage and support healthy eating by students and engage in nutrition promotion that is:
 - a. offered as part of a comprehensive program designed to provide students with the knowledge and skills necessary to promote and protect their health;
 - b. part of health education classes as well as classroom instruction in subjects such as math, science, language arts, family consumer science, social sciences, and elective subjects, where appropriate; and
 - c. enjoyable, developmentally appropriate, culturally relevant, and includes participatory activities, such as contests, promotions, taste testing, and field trips.
2. Classroom education will complement physical education by reinforcing the knowledge and self-management skills needed to maintain a physically-active lifestyle and to reduce time spent on sedentary activities and screen time.
3. Classroom education promotes fruits, vegetables, whole grain products, low fat and fat-free dairy products, healthy food preparation methods, and health enhancing nutrition policies.

4. The school district will encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte lines, vending machines, fundraising events, concessions stands and student stores.
5. Schools will encourage non-foods as rewards for academic performance or good behavior, and will not withhold food or beverages (including food served through school meals) as punishment. Schools will encourage school staff to use physical activity as a reward for academic performance or good behavior, as appropriate.

E. Physical Activity

1. Students need opportunities for physical activity and to fully embrace regular physical activity as a personal behavior. Toward that end, health education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities such as watching television and using electronic devices such as computers, iPods, iPads and smart phones;
2. District will evaluate ways to meet physical education recommendations suggested by the Society Health and Physical Education (SHAPE) including adopting and implementing curriculum that connects and demonstrates the interrelationship between physical activity, good nutrition and health according to SHAPE standards.
3. Students will spend at least 50 percent of physical education class time participating in moderate to vigorous physical activity.
4. All physical education classes will be taught by licensed physical education teachers.
5. Classroom teachers are encouraged to provide short physical activity breaks in the classroom every day. This could include utilizing classroom energizers for break times or incorporating movement in academic subjects. Classroom teachers are encouraged to offer physical activity breaks prior to testing or any extended periods of sitting.
6. All elementary school students will have at least 20 minutes of supervised recess, preferably outdoors, during which schools should encourage moderate to vigorous physical activity verbally and through the provision of space and equipment. Administration will consider scheduling recess prior to lunch in grades K-3, when space and schedules are available.

7. The school district will encourage walking and bicycling to school as the preferred transportation modes for students who resided within close proximity to school.

F. Communications with Parents

1. The school district recognizes that parents and guardians have a primary role in promoting their children's health and well-being.
2. The school district will support parents' efforts to provide a healthy diet and daily physical activity for their children.
3. The school district encourages parents to pack healthy lunches and snacks that meet nutritional guidelines (see Appendix A and B) and refrain from beverages and foods without nutritional value.
4. The school district will provide information about physical education and other school-based physical activity opportunities and will support parents' efforts to provide their children with opportunities to be physically active outside of school.

IV. IMPLEMENTATION AND MONITORING

- A. After approval by the school board, the wellness policy will be implemented throughout the school district.
- B. School food service staff, at the school or district level, will ensure compliance within the school's food service areas and will report to the food service director, the building principal, or the superintendent's designee, as appropriate.
- C. The school district's food service director will provide nutrition updates to the superintendent setting forth the nutrition guidelines and procedures for selection of all foods made available on campus.
- D. The superintendent or designee will ensure compliance with the wellness policy and will provide an annual report of the school district's compliance with the policy to the school board.
- E. Building principals, teachers, and staff will implement and monitor those sections of the Wellness Policy related to classroom instruction and activities, physical activity, and nutrition education. They will ensure the policy for food and beverage consumption is followed throughout the school day.
- F. The Wellness Committee will review implementation and suggested changes to this policy every 3 years or as recommended by the USDA. The school community including parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school

board, and school administrators are welcome to participate in Wellness Committee meetings.

- G. The rule requires that Local Education Agency (LEA) must make available to the public:
- a. The wellness policy, including any updates to and about the wellness policy on an annual basis at a minimum and
 - b. The Triennial Assessment, including progress toward meeting the goals of the policy. This will be completed by the Wellness Committee.

Legal References: Minn. Stat. § 121A.215 (Local School District Wellness Policy) 42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
42 U.S.C. § 1771 *et seq.* (Child Nutrition Act of 1966)
P.L. 108-265 (2004) § 204 (Local Wellness Policy)
7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
7 C.F.R. § 210.10 (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)

Local Resources: Minnesota Department of Education, www.education.state.mn.us
Minnesota Department of Health, www.health.state.mn.us
County Health Departments
Action for Healthy Kids Minnesota, www.actionforhealthykids.org
and www.actionforhealthykids.org/filelib/toolsforteam/recom/MN-Healthy%20Foods%20for%20Kids%208-2004.pdf
Center for Disease Control and Prevention, www.cdc.gov
<http://www.cdc.gov/physicalactivity/everyone/guidelines/children.html>

Healthy-Hunger Free Kids Act of 2010,
http://www.fns.usda.gov/cnd/governance/legislation/cnr_2010.htm
Action Guide for School Nutrition and Physical Activity Policies,
<http://www.sde.ct.gov/sde/cwp/view.asp?a=2678&q=322436>

Appendix A: Nutrient criteria and guidelines from Alliance for a Healthier Generation
Appendix B: Healthy Snack choices for Milk Break and Classroom Celebrations

APPENDIX A: Nutrient criteria and guidelines from Alliance for a Healthier Generation

Foods and beverages are available in schools and school-related events through a number of different opportunities including:

- Foods and beverages served as part of the School Breakfast and School Lunch Program in the cafeteria
- Foods and beverages offered in the cafeteria on a la carte or snack lines
- Foods and beverages offered in the classrooms as part of celebrations and special events
- Foods and beverages offered at school-sponsored extra-mural events

School staff want to offer healthy foods and beverages to students but it is often difficult to define “Healthy” food or beverage. The following criteria, which are based on the Institute of Medicine’s recommendations from the “Nutrition Standards for Foods in School” (2007), are meant to serve as a guideline for how to evaluate the healthfulness of foods and beverages offered to students in schools. These nutrient guidelines are particularly helpful when evaluation the healthfulness of pre-prepared and portioned foods available from vendors.

I. Evaluating the healthfulness of **Foods** offered (Entrees, Snacks and Side Dishes).

- The percent of calories from total fat should not exceed 35% of total calories
- The percent of calories from saturated fat should be less than 10% of total calories
- There should be no trans fat in the product
- The product should contain no more than 35% of calories from total sugars
- For packaged SNACKS, the total calories should not exceed 200 calories per portion
- EXCEPTIONS TO THESE CRITERIA MAY INCLUDE:
Nuts and nut butters (they contain more than 35% of calories from total fat but are recognized as healthy food)

Low fat yogurt (yogurt may contain more than 35% of calories from totals sugars but are recognized as healthy food)

II. Evaluating the healthfulness of **Beverages** offered.

- Milk offered should be skim or 1% milk. Skim milk may be flavored.
- 100% fruit juice may be offered with an attempt to limit the portion size to no more than an 8-oz portion
- Bottled waters may be offered
- No sugar-sweetened beverages should offered, including fruit drinks, soda, sports drinks, sweetened teas or coffee drinks

APPENDIX B: Healthy snacks for elementary classroom (including milk break)

Fruits:

1. Clementine oranges
2. Bananas (should be cut in half)
3. Grapes (washed and taken off the stem)
4. Dried fruits (raisins, cranberries, blueberries)
5. Apples
6. Pears

Raw vegetables with low-fat dip or salsa:

1. Carrots
2. Pea Pods
3. Celery
4. Cherry Tomatoes
5. Jicama sticks
6. Pepper strips

Cookies/Crackers:

1. Unfrosted animal crackers (serving size = $\frac{1}{4}$ to $\frac{1}{2}$ cup)
2. Teddy Grahams (serving size = $\frac{1}{4}$ to $\frac{1}{2}$ cup)
3. Graham crackers (serving size = 1 square)
4. Whole-wheat crackers (serving size = 5-10) Pretzels or Popcorn
5. Quaker Chewy Granola bars
6. Whole grain tortilla chips

Low fat dairy products: (must be refrigerated or stored with an ice pack until served)

1. Low fat yogurt
2. Part Skim mozzarella sticks

102 EQUAL EDUCATIONAL OPPORTUNITY

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

I. PURPOSE

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide equal educational opportunity for all students. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, gender, marital status, parental status, status with regard to public assistance, disability, sexual orientation, or age. The school district also makes reasonable accommodations for disabled students.
- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- D. Every school district employee shall be responsible for complying with this policy conscientiously.
- E. Any student, parent, or guardian having a question regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.

Legal References: Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
MSBA/MASA Model Policy 413 (Harassment and Violence)

MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)

Adopted: 5/11/09
Revised: 09/13/10
Revised: _____

MSBA/MASA Model Policy 214
Orig. 2005
Rev. 2009

214 OUT-OF-STATE TRAVEL BY SCHOOL BOARD MEMBERS

[Note: School districts are required by statute to adopt a policy addressing this issue.]

I. PURPOSE

The purpose of this policy is to control out-of-state travel by school board members as required by law.

II. GENERAL STATEMENT OF POLICY

School board members have an obligation to become informed on the proper duties and functions of a school board member, to become familiar with issues that may affect the school district, to acquire a basic understanding of school finance and budgeting, and to acquire sufficient knowledge to comply with federal, state, and local laws, rules, regulations, and school district policies that relate to their functions as school board members. Occasionally, it may be appropriate for school board members to travel out of state to fulfill their obligations.

III. APPROPRIATE TRAVEL

Travel outside the state is appropriate when the school board finds it proper for school board members to acquire knowledge and information necessary to allow them to carry out their responsibilities as school board members. Travel to regional or national meetings of the National School Boards Association is presumed to fulfill this purpose. Travel to other out-of-state meetings for which the member intends to seek reimbursement from the school district should be preapproved by the school board.

IV. REIMBURSABLE EXPENSES

Expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district-related expenses.

V. REIMBURSEMENT

- A. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the designated administrator. Receipts for lodging, commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.

- B. Automobile travel shall be reimbursed at the mileage rate set by the school board. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.
- C. Amounts to be reimbursed shall be within the school board's approved budget allocations, including attendance at workshops and conventions.

VI. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

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

- Legal References:*** Minn. Stat. § 123B.09, Subd. 2 (School Board Member Training)
Minn. Stat. § 471.661 (Out-of-State Travel)
Minn. Stat. § 471.665 (Mileage Allowances)
Minn. Op. Atty. Gen. 1035 (Aug. 23, 1999) (Retreat Expenses)
Minn. Op. Atty. Gen. 161b-12 (Aug. 4, 1997) (Transportation Expenses)
- Cross References:*** MSBA/MASA Model Policy 212 (School Board Member Development)
MSBA/MASA Model Policy 412 (Expense Reimbursement)

401 EQUAL EMPLOYMENT OPPORTUNITY

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide equal employment opportunity for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, gender, marital status, status with regard to public assistance, disability, sexual orientation, age, family care leave status, or veteran status. The school district also makes reasonable accommodations for disabled employees.
- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities, or privileges of employment.
- D. Every school district employee shall be responsible for following this policy.
- E. Any person having a question regarding this policy should discuss it with Human Resources Director.

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

42 U.S.C. § 12101 *et seq.* (Equal Opportunity for Individuals with Disabilities)

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

402 DISABILITY NONDISCRIMINATION POLICY

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. The school district shall not discriminate against qualified individuals with disabilities because of the disabilities of such individuals in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions, and privileges of employment.
- B. The school district shall not engage in contractual or other arrangements that have the effect of subjecting its qualified applicants or employees with disabilities to discrimination on the basis of disability. The school district shall not exclude or otherwise deny equal jobs or job benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.
- C. The school district shall make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless the accommodation would impose undue hardship on the operation of the business of the school district.
- D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy, should contact

Wayne Wormstadt, Superintendent
1400 17th Street
Windom, MN 56101
wwormstadt@isd177.com
507-831-6901

This individual is the school district's appointed ADA/Section 504 coordinator.

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. 794 *et seq.* (Rehabilitation Act of 1973, § 504)

42 U.S.C., Ch. 126 § 12112 (Americans with Disabilities Act)
29 C.F.R. Part 32
34 C.F.R. Part 104

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

Adopted: 12/14/09

MSBA/MASA Model Policy 406

Orig. 1995

Revised: _____

Rev. 2014

406 PUBLIC AND PRIVATE PERSONNEL DATA

[Note: The provisions of this policy accurately reflect the Minnesota Government Data Practices Act and are not discretionary in nature.]

I. PURPOSE

The purpose of this policy is to provide guidance to school district employees as to the data the school district collects and maintains regarding its personnel.

II. GENERAL STATEMENT OF POLICY

- A. All data on individuals collected, created, received, maintained or disseminated by the school district, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district.
- B. All other data on individuals is private or confidential.

III. DEFINITIONS

- A. “Public” means that the data is available to anyone who requests it.
- B. “Private” means the data is available to the subject of the data and to school district staff who need it to conduct the business of the school district.
- C. “Confidential” means the data is not available to the subject.
- D. “Parking space leasing data” means the following government data on an application for, or lease of, a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, location of parking space, and work telephone number.
- E. “Personnel data” means government data on individuals maintained because they are or were employees of the school district, applicants for employment, or volunteers or independent contractors for the school district, or members of or applicants for an advisory board or commission. Personnel data include data submitted to the school district by an employee as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations. An employee who is identified in a suggestion shall have access to all data in the suggestion except the identity of the employee making the suggestion.

- F. “Finalist” means an individual who is selected to be interviewed by the school board for a position.
- G. “Protected health information” means individually identifiable health information transmitted in electronic form by a school district acting as a health care provider. “Protected health information” excludes health information in education records covered by the federal Family Educational Rights and Privacy Act and employment records held by a school district in its role as employer.
- H. “Public officials” means business managers; human resource directors; athletic directors whose duties include at least 50 percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as superintendents and principals.

IV. PUBLIC PERSONNEL DATA

- A. The following information on employees, including volunteers and independent contractors, is public:
 - 1. name;
 - 2. employee identification number, which may not be the employee’s social security number;
 - 3. actual gross salary;
 - 4. salary range;
 - 5. terms and conditions of employment relationship;
 - 6. contract fees;
 - 7. actual gross pension;
 - 8. the value and nature of employer-paid fringe benefits;
 - 9. the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;
 - 10. job title;
 - 11. bargaining unit;
 - 12. job description;
 - 13. education and training background;

14. previous work experience;
15. date of first and last employment;
16. the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;
17. the final disposition of any disciplinary action, as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district;
18. the complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;
19. work location;
20. work telephone number;
21. badge number;
22. work-related continuing education;
23. honors and awards received; and
24. payroll time sheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

B. The following information on applicants for employment is public:

1. veteran status;
2. relevant test scores;
3. rank on eligible list;
4. job history;
5. education and training; and

6. work availability.
- C. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when they become finalists for an employment position.
- D. Applicants for appointment to a public body.
1. Data about applicants for appointment to a public body are private data on individuals except that the following are public:
 - a. name;
 - b. city of residence, except when the appointment has a residency requirement that requires the entire address to be public;
 - c. education and training;
 - d. employment history;
 - e. volunteer work;
 - f. awards and honors;
 - g. prior government service;
 - h. any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to Minn. Stat. § 15.0597; and
 - i. veteran status.
 2. Once an individual is appointed to a public body, the following additional items of data are public:
 - a. residential address;
 - b. either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee;
 - c. first and last dates of service on the public body;
 - d. the existence and status of any complaints or charges against an appointee; and
 - e. upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access to the data would jeopardize an active investigation.

3. Notwithstanding paragraph 2., any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.
- E. Regardless of whether there has been a final disposition as defined in Minn. Stat. § 13.43, Subd. 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minn. Stat. § 13.43, Subd. 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources.
- F. Data relating to a complaint or charge against a public official is public only if: (1) the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or (2) potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement. Data that is classified as private under another law is not made public by this provision.

V. PRIVATE PERSONNEL DATA

- A. All other personnel data are private and will only be shared with school district staff whose work requires such access. Private data will not be otherwise released unless authorized by law or by the employee's informed written consent.
- B. Data pertaining to an employee's dependents are private data on individuals.
- C. Data created, collected or maintained by the school district to administer employee assistance programs are private.
- D. Parking space leasing data are private.
- E. An individual's checking account number is private when submitted to a government entity.
- F. Personnel data may be disseminated to labor organizations to the extent the school district determines it is necessary for the labor organization to conduct its business or when ordered or authorized by the Commissioner of the Bureau of Mediation Services.
- G. The school district may display a photograph of a current or former employee to prospective witnesses as part of the school district's investigation of any complaint or charge against the employee.
- H. The school district may, if the responsible authority or designee reasonably

determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:

1. the person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;
 2. a pre-petition screening team conducting an investigation of the employee under Minn. Stat. § 253B.07, Subd. 1; or
 3. a court, law enforcement agency, or prosecuting authority.
- I. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of such a crime or alleged crime.
- J. A complainant has access to a statement provided by the complainant to the school district in connection with a complaint or charge against an employee.
- K. When allegations of sexual or other types of harassment are made against an employee, the employee shall not have access to data that would identify the complainant or other witnesses if the school district determines that the employee's access to that data would:
1. threaten the personal safety of the complainant or a witness; or
 2. subject the complainant or witness to harassment.
- If a disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary for the employee to prepare for the proceeding.
- L. The school district shall make any report to the board of teaching or the state board of education as required by Minn. Stat. § 122A.20, Subd. 2, and shall, upon written request from the licensing board having jurisdiction over a teacher's license, provide the licensing board with information about the teacher from the school district's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minn. Stat. § 122A.20, Subd. 2.
- M. Private personnel data shall be disclosed to the department of economic security for the purpose of administration of the unemployment insurance program under Minn. Stat. Ch. 268.
- N. When a report of alleged maltreatment of a student in a school is made to the Commissioner of Education, data that are relevant and collected by the school about the person alleged to have committed maltreatment must be provided to the

Commissioner on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of informing a parent, legal guardian, or custodian of a child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

- O. The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if an investigation conducted by or on behalf of the school district or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must release private personnel data about the employee's alleged sexual contact with a student to a school district or charter school requesting the data after the employee applies for employment with that school district or charter school and the data remain classified as provided in Minn. Stat. Ch. 13. Data that are released under this paragraph must not include data on the student.
- P. The identity of an employee making a suggestion as part of an organized self-evaluation effort by the school district to cut costs, make the school district more efficient, or to improve school district operations is private.
- Q. Health information on employees is private unless otherwise provided by law. To the extent that the school district transmits protected health information, the school district will comply with all privacy requirements.
- R. Personal home contact information for employees may be used by the school district and shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity.
- S. The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district and a contractor or subcontractor entered on or after August 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.
- T. When a teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual abuse or when the Commissioner of the Minnesota Department of Education (MDE) makes a final determination of child maltreatment involving a teacher, the school principal or other person having administrative control of the school must include in the

teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under Minn. Stat. § 13.41, Subd. 5, and must provide the Board of Teaching and the licensing division at MDE with the necessary and relevant information to enable the Board of Teaching and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under Minn. Stat. § 123B.03, a school board or other school hiring authority must contact the Board of Teaching and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

VI. MULTIPLE CLASSIFICATIONS

If data on individuals are classified as both private and confidential by Minn. Stat. Ch. 13, or any other state or federal law, the data are private.

VII. CHANGE IN CLASSIFICATIONS

The school district shall change the classification of data in its possession if it is required to do so to comply with other judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in the possession of the disseminating or receiving agency.

VIII. RESPONSIBLE AUTHORITY

The school district has designated *[name and title, telephone]* as the authority responsible for personnel data. If you have any questions, contact *[him/her]*.

IX. EMPLOYEE AUTHORIZATION/RELEASE FORM

An employee authorization form is included as an addendum to this policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 13.39 (Civil Investigation Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Elected and Appointed Officials)
Minn. Stat. § 122A.20, Subd. 2 (Mandatory Reporting)

Minn. Stat. § 122A.40, Subds. 13 and 16 (Employment; Contracts; Termination)

Minn. Stat. § 626.556, Subd. 7 (Reporting of Maltreatment of Minors)

P.L. 104-191 (HIPAA)

45 C.F.R. Parts 160 and 164 (HIPAA Regulations)

Cross References: MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA Service Manual, Chapter 13, School Law Bulletin “I” (School Records – Privacy – Access to Data)

Consent to Release Data – Request from an Individual

An individual asks the government entity to release his/her private data to an outside entity or person. Because the entity does not have statutory authority to release the data, it must get the individual's written informed consent.

Explanation of Your Rights

If you have a question about anything on this form, or would like more explanation, please talk to

Jana Bussey, Human Resources at jbussey@isd177.com or 507-831-6901 ext. 503 before you sign it.
[entity contact person name and contact information]

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

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

1. The specific data I want _____ to release _____.
[name of government entity] [explanation of data]

2. I understand that I have asked _____ to release the data.
[name of government entity]

3. I understand that although the data are classified as private at _____, the
[name of government entity]
classification/treatment of the data at _____ depends on laws or
[name of other entity or person]
policies that apply to _____.
[name of other entity or person]

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

Individual data subject's signature _____ Date _____

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

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)

412 EXPENSE REIMBURSEMENT

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

I. PURPOSE

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

II. AUTHORIZATION

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

III. REIMBURSEMENT

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

IV. AIRLINE TRAVEL CREDIT

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

- B. Employees who have existing credits or benefits issued by an airline based upon previously reimbursed airline travel for school district purposes will be required to utilize those credits or benefits toward any subsequent airline travel related to school district purposes, prior to reimbursement for such travel, to the extent permitted and/or feasible.
- C. The requirements of this section apply to all airline travel, regardless of where or how the tickets are purchased.

V. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

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

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

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

Adopted: 4/10/06
Revised 8/9/10
Revised: _____

MSBA/MASA Model Policy 417
Orig. 1995
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)

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 (Liquor 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)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— ACKNOWLEDGMENT —

DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL POLICY

I have received a copy of the Drug-Free Workplace/Drug-Free School Policy of Independent School District No. _____, _____, Minnesota.

Dated: _____

Signature of Employee/Applicant

Typed or Printed Name

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 (Liquor 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)

427 WORKLOAD LIMITS FOR CERTAIN SPECIAL EDUCATION TEACHERS

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

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

I. PURPOSE

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

II. DEFINITIONS

A. Special Education Staff; Special Education Teacher

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

B. Direct Services

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

C. Indirect Services

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

D. Workload

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

III. GENERAL STATEMENT OF POLICY

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

IV. COLLECTIVE BARGAINING AGREEMENT UNAFFECTED

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

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

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

501 SCHOOL WEAPONS POLICY

[Note: School districts are required by statute to have a policy addressing these issues. ATTENTION: This policy incorporates certain provisions of the Minnesota Citizens' Personal Protection Act (often referred to as the "conceal and carry" law).]

I. PURPOSE

The purpose of this policy is to assure a safe school environment for students, staff and the public.

II. GENERAL STATEMENT OF POLICY

No student or nonstudent, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

III. DEFINITIONS

A. "Weapon"

1. A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; airguns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; numchucks; throwing stars; explosives; fireworks; mace and other propellants; stunguns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.
2. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.
3. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.

- B. “School Location” includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.
- C. “Possession” means having a weapon on one’s person or in an area subject to one’s control in a school location.

IV. EXCEPTIONS

- A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal’s office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal’s office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon’s location.
- B. It shall not be a violation of this policy if a nonstudent (or student where specified) falls within one of the following categories:
 - 1. active licensed peace officers;
 - 2. military personnel, or students or nonstudents participating in military training, who are on duty performing official duties;
 - 3. persons authorized to carry a pistol under Minn. Stat. § 624.714 while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;
 - 4. persons who keep or store in a motor vehicle pistols in accordance with Minn. Stat. §§ 624.714 or 624.715 or other firearms in accordance with § 97B.045;
 - a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for “antique firearms which are carried or possessed as curiosities or for their historical significance or value.”
 - b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with §§

624.714 and 624.715.

5. firearm safety or marksmanship courses or activities for students or nonstudents conducted on school property;
6. possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;
7. a gun or knife show held on school property;
8. possession of dangerous weapons, BB guns, or replica firearms with written permission of the principal or other person having general control and supervision of the school or the director of a child care center; or
9. persons who are on unimproved property owned or leased by a child care center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.

[Note: Nothing prevents a school district from being more stringent in its weapons policy with respect to students and school district employees than the criminal law, except that the school district may not prohibit the lawful carry or possession of firearms in a parking facility or parking area. Although some school districts may choose to incorporate all of the exceptions to the criminal law, other school districts may choose either not to incorporate some or all of the exceptions or to further limit them. For example, a school district may choose to require written permission from the superintendent, not just a principal, for someone to possess a dangerous weapon in a school location. This would impose a more stringent requirement than exception (7) to Section 609.66, Subdivision 1d. However, a school district may not regulate firearms, ammunition, or their respective components, when possessed or carried by nonstudents or nonemployees, in a manner that is inconsistent with Section 609.66, Subdivision 1d.]

C. Policy Application to Instructional Equipment/Tools

While the school district does not allow the possession, use, or distribution of weapons by students or nonstudents, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or nonstudents. Such equipment and tools, when properly possessed, used, and stored, shall not be considered in violation of the rule against the possession, use, or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the “lawful” carry or possession of a firearm in a school parking lot or parking facility is

specifically limited to nonstudent permit-holders authorized under Minn. Stat. § 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder's vehicle shall constitute a violation of this policy.

V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/DISTRIBUTION

A. The school district does not allow the possession, use, or distribution of weapons by students. Consequently, the minimum consequence for students possessing, using, or distributing weapons shall include:

1. immediate out-of-school suspension;
2. confiscation of the weapon;
3. immediate notification of police;
4. parent or guardian notification; and
5. recommendation to the superintendent of dismissal for a period of time not to exceed one year.

B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The school board may modify this requirement on a case-by-case basis.

C. Administrative Discretion

While the school district does not allow the possession, use, or distribution of weapons by students, the superintendent may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NONSTUDENTS

A. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate by the school board.
2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory

authority, collective bargaining agreements, and school district policies.

3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

[Note: An employer may establish policies that restrict the carry or possession of firearms by its employees while acting in the course and scope of employment. Employment-related sanctions may be invoked for a violation. Thus, for example, reasonable limitations may be imposed on the method of storing firearms by permit-holding employees while at work or performing employment-related duties. Reasonable limitations may include requiring firearms to have trigger locks and to be stored in a locked container or locked compartment of the vehicle.]

B. Other Nonstudents

1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another school district, that school district may be contacted concerning the policy violation.
2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

Legal References: Minn. Stat. § 97B.045 (Transportation of Firearms)
Minn. Stat. § 121A.05 (Referral to Police)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 609.02, Subd. 6 (Definition of Dangerous Weapon)
Minn. Stat. § 609.605 (Trespass)
Minn. Stat. § 609.66 (Dangerous Weapons)
Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)
18 U.S.C. § 921 (Definition of Firearm)
In re C.R.M. 611 N.W.2d 802 (Minn. 2000)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 525 (Violence Prevention)

502 SEARCH OF STUDENT LOCKERS, DESKS, PERSONAL POSSESSIONS, AND STUDENT'S PERSON

[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 a safe and healthful educational environment by enforcing the school district's policies against contraband.

II. GENERAL STATEMENT OF POLICY

A. Lockers and Personal Possessions Within a Locker

Pursuant to Minnesota statutes, school lockers are the property of the school district. At no time does the school district relinquish its exclusive control of lockers provided for the convenience of students. Inspection of the interior of lockers may be conducted by school officials for any reason at any time, without notice, without student consent, and without a search warrant. The personal possessions of students within a school locker may be searched only when school officials have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student's personal possessions, the school officials must provide notice of the search to students whose lockers were searched unless disclosure would impede an ongoing investigation by police or school officials.

B. Desks

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

C. Personal Possessions and Student's Person

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

D. A violation of this policy occurs when students use lockers and desks for unauthorized purposes or to store contraband. A violation occurs when students

carry contraband on their person or in their personal possessions.

III. DEFINITIONS

- A. “Contraband” means any unauthorized item possession of which is prohibited by school district policy and/or law. It includes, but is not limited to, weapons and “look-alikes,” alcoholic beverages, controlled substances and “look-alikes,” overdue books and other materials belonging to the school district, and stolen property.
- B. “Personal possessions” includes, but is not limited to, purses, backpacks, bookbags, packages, and clothing.
- C. “Reasonable suspicion” means that a school official has grounds to believe that the search will result in evidence of a violation of school district policy, rules, and/or law. Reasonable suspicion may be based on a school official’s personal observation, a report from a student, parent or staff member, a student’s suspicious behavior, a student’s age and past history or record of conduct both in and out of the school context, or other reliable sources of information.
- D. “Reasonable scope” means that the scope and/or intrusiveness of the search is reasonably related to the objectives of the search. Factors to consider in determining what is reasonable include the seriousness of the suspected infraction, the reliability of the information, the necessity of acting without delay, the existence of exigent circumstances necessitating an immediate search and further investigation (e.g., to prevent violence, serious and immediate risk of harm or destruction of evidence), and the age of the student.

IV. PROCEDURES

- A. School officials may inspect the interiors of lockers and desks for any reason at any time, without notice, without student consent, and without a search warrant.
- B. School officials may inspect the personal possessions of a student and/or a student’s person based on a reasonable suspicion that the search will uncover a violation of law or school rules. A search of personal possessions of a student and/or a student’s person will be reasonable in its scope and intrusiveness.
- C. As soon as practicable after a search of personal possessions within a locker pursuant to this policy, the school officials must provide notice of the search to students whose possessions were searched unless disclosure would impede an ongoing investigation by police or school officials.
- D. Whenever feasible, a search of a person shall be conducted in private by a school official of the same sex. A second school official of the same sex shall be present as an observer during the search of a person whenever feasible.
- E. A strip search is a search involving the removal of coverings or clothing from

private areas. Mass strip searches, or body cavity searches, are prohibited. Strip searches will be conducted only in circumstances involving imminent danger.

- F. A school official conducting any other search may determine when it is appropriate to have a second official present as an observer.
- G. A copy of this policy will be printed in the student handbook or disseminated in any other way which school officials deem appropriate. The school district shall provide a copy of this policy to a student when the student is given use of a locker.

V. DIRECTIVES AND GUIDELINES

School administration may establish reasonable directives and guidelines which address specific needs of the school district, such as use of tape in lockers, standards of cleanliness and care, posting of pin-ups and posters which may constitute sexual harassment, etc.

VI. SEIZURE OF CONTRABAND

If a search yields contraband, school officials will seize the item and, where appropriate, turn it over to legal officials for ultimate disposition.

VII. VIOLATIONS

A student found to have violated this policy and/or the directives and guidelines implementing it shall be subject to discipline in accordance with the school district's Student Discipline Policy, which may include suspension, exclusion, or expulsion, and the student may, when appropriate, be referred to legal officials.

Legal References: U. S. Const., amend. IV
Minn. Const., art. I, § 10
Minn. Stat. § 121A.72 (School Locker Policy)
New Jersey v. T.L.O., 469 U.S. 325, 105 S.Ct. 733, 83 L.Ed.2d 720 (1985)
G.C. v. Owensboro Public Schools, 711 F.3d 623 (6th Cir. 2013)

Cross References: MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 506 (Student Discipline)

514 BULLYING PROHIBITION POLICY

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.

- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy (See MSBA/MASA Model Policy 506). The school district may take into account the following factors:
 - 1. The developmental ages and maturity levels of the parties involved;
 - 2. The levels of harm, surrounding circumstances, and nature of the behavior;
 - 3. Past incidences or past or continuing patterns of behavior;
 - 4. The relationship between the parties involved; and
 - 5. The context in which the alleged incidents occurred.

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

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

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

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

III. DEFINITIONS

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

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

The term, “bullying,” specifically includes cyberbullying as defined in this policy.

- B. “Cyberbullying” means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. “Intimidating, threatening, abusive, or harming conduct” means, but is not limited to, conduct that does the following:
1. Causes physical harm to a student or a student’s property or causes a student to be in reasonable fear of harm to person or property;
 2. Under Minnesota common law, violates a student’s reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
 3. Is directed at any student or students, including those based on a person’s actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. “On school premises, on school district property, at school functions or activities, or on school transportation” means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school

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

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

IV. REPORTING PROCEDURE

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

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

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

V. SCHOOL DISTRICT ACTION

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion,

expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy (See MSBA/MASA Model Policy 506) and other applicable school district policies; and applicable regulations.

- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

VI. RETALIATION OR REPRISAL

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

VII. TRAINING AND EDUCATION

- A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur

during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.

- B. The school district shall require ongoing professional development, consistent with Minn. Stat. § 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:
 - 1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
 - 2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
 - 3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
 - 4. The incidence and nature of cyberbullying; and
 - 5. Internet safety and cyberbullying.
- C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate

and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

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

1. Engage all students in creating a safe and supportive school environment;
 2. Partner with parents and other community members to develop and implement prevention and intervention programs;
 3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
 4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
 5. Teach students to advocate for themselves and others;
 6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
 7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy (See MSBA/MASA Model Policy 515) in the student handbook.

VIII. NOTICE

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.
- C. This policy must be given to each school employee and independent contractor

who regularly interacts with students at the time of initial employment with the school district.

- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See MSBA/MASA Model Policy 506) distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

IX. POLICY REVIEW

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

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

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 423 (Employee-Student Relationships)
MSBA/MASA Model Policy 501 (School Weapons Policy)

MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil
Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety
Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior
by Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on
Buses)

502 SEARCH OF STUDENT LOCKERS, DESKS, PERSONAL POSSESSIONS, AND STUDENT'S PERSON

[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 a safe and healthful educational environment by enforcing the school district's policies against contraband.

II. GENERAL STATEMENT OF POLICY

A. Lockers and Personal Possessions Within a Locker

Pursuant to Minnesota statutes, school lockers are the property of the school district. At no time does the school district relinquish its exclusive control of lockers provided for the convenience of students. Inspection of the interior of lockers may be conducted by school officials for any reason at any time, without notice, without student consent, and without a search warrant. The personal possessions of students within a school locker may be searched only when school officials have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student's personal possessions, the school officials must provide notice of the search to students whose lockers were searched unless disclosure would impede an ongoing investigation by police or school officials.

B. Desks

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

C. Personal Possessions and Student's Person

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

D. A violation of this policy occurs when students use lockers and desks for unauthorized purposes or to store contraband. A violation occurs when students

carry contraband on their person or in their personal possessions.

III. DEFINITIONS

- A. “Contraband” means any unauthorized item possession of which is prohibited by school district policy and/or law. It includes, but is not limited to, weapons and “look-alikes,” alcoholic beverages, controlled substances and “look-alikes,” overdue books and other materials belonging to the school district, and stolen property.
- B. “Personal possessions” includes, but is not limited to, purses, backpacks, bookbags, packages, and clothing.
- C. “Reasonable suspicion” means that a school official has grounds to believe that the search will result in evidence of a violation of school district policy, rules, and/or law. Reasonable suspicion may be based on a school official’s personal observation, a report from a student, parent or staff member, a student’s suspicious behavior, a student’s age and past history or record of conduct both in and out of the school context, or other reliable sources of information.
- D. “Reasonable scope” means that the scope and/or intrusiveness of the search is reasonably related to the objectives of the search. Factors to consider in determining what is reasonable include the seriousness of the suspected infraction, the reliability of the information, the necessity of acting without delay, the existence of exigent circumstances necessitating an immediate search and further investigation (e.g., to prevent violence, serious and immediate risk of harm or destruction of evidence), and the age of the student.

IV. PROCEDURES

- A. School officials may inspect the interiors of lockers and desks for any reason at any time, without notice, without student consent, and without a search warrant.
- B. School officials may inspect the personal possessions of a student and/or a student’s person based on a reasonable suspicion that the search will uncover a violation of law or school rules. A search of personal possessions of a student and/or a student’s person will be reasonable in its scope and intrusiveness.
- C. As soon as practicable after a search of personal possessions within a locker pursuant to this policy, the school officials must provide notice of the search to students whose possessions were searched unless disclosure would impede an ongoing investigation by police or school officials.
- D. Whenever feasible, a search of a person shall be conducted in private by a school official of the same sex. A second school official of the same sex shall be present as an observer during the search of a person whenever feasible.
- E. A strip search is a search involving the removal of coverings or clothing from

private areas. Mass strip searches, or body cavity searches, are prohibited. Strip searches will be conducted only in circumstances involving imminent danger.

- F. A school official conducting any other search may determine when it is appropriate to have a second official present as an observer.
- G. A copy of this policy will be printed in the student handbook or disseminated in any other way which school officials deem appropriate. The school district shall provide a copy of this policy to a student when the student is given use of a locker.

V. DIRECTIVES AND GUIDELINES

School administration may establish reasonable directives and guidelines which address specific needs of the school district, such as use of tape in lockers, standards of cleanliness and care, posting of pin-ups and posters which may constitute sexual harassment, etc.

VI. SEIZURE OF CONTRABAND

If a search yields contraband, school officials will seize the item and, where appropriate, turn it over to legal officials for ultimate disposition.

VII. VIOLATIONS

A student found to have violated this policy and/or the directives and guidelines implementing it shall be subject to discipline in accordance with the school district's Student Discipline Policy, which may include suspension, exclusion, or expulsion, and the student may, when appropriate, be referred to legal officials.

Legal References: U. S. Const., amend. IV
Minn. Const., art. I, § 10
Minn. Stat. § 121A.72 (School Locker Policy)
New Jersey v. T.L.O., 469 U.S. 325, 105 S.Ct. 733, 83 L.Ed.2d 720 (1985)
G.C. v. Owensboro Public Schools, 711 F.3d 623 (6th Cir. 2013)

Cross References: MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 506 (Student Discipline)

PUBLIC NOTICE

Independent School District No. 177 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
- 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
- h. That copies of the school district’s policy regarding the protection and privacy of school records are located at www.windom.k12.mn.us under Policies link.

2. Copies of the school board policy and accompanying procedures and regulations are available to parents and students upon written request to the Superintendent.
3. Pursuant to applicable law, Independent School District No. 177 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. 177 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. 177
WINDOM, 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: 11/10/08
Revised 5/10/10
Revised: _____

MSBA/MASA Model Policy 516
Orig. 1995
Rev. 2015

516 STUDENT MEDICATION

[Note: The necessary provisions for complying with Minn. Stat. §§ 121A.22, Administration of Drugs and Medicine, 121A.221, Possession and Use of Asthma Inhalers by Asthmatic Students, and 121A.222, Possession and Use of Nonprescription Pain Relievers by Secondary Students are included in this policy. The statutes do not regulate administration of drugs and medicine for students age 18 and over or other nonprescription medications. Please note that §121A.22 does not require school districts to apply the administration of medication rule to drugs or medicine used off school grounds, drugs or medicines used in connection with athletics or extra-curricular activities, and drugs and medicines that are used in connection with activities that occur before or after the regular school day.]

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering nonemergency prescription medication to students at school.

II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require prescribed drugs or medication during the school day. The school district's licensed school nurse, trained health clerk, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

III. REQUIREMENTS

- A. The administration of prescription medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.
- B. An "Administering Prescription Medications" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minn. Stat. § 152.22, Subd. 6.
- C. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label.
- D. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.

- E. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Part J.5. below), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
- F. The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.
- G. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.
- H. The school nurse, or other designated person, shall be responsible for the filing of the Administering Prescription Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.
- I. Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a school nurse, a licensed school nurse, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under Minn. Stat. § 121A.21). The school district administration shall submit these procedures and any additional guidelines and procedures necessary to implement this policy to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.
- J. Specific Exceptions:
 - 1. Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings do not constitute administration of drugs and medicine;
 - 2. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy;
 - 3. Drugs or medicine provided or administered by a public health agency to prevent or control an illness or a disease outbreak are not governed by this policy;
 - 4. Drugs or medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy;
 - 5. Drugs or medicines that are prescription asthma or reactive airway disease

medications can be self-administered by a student with an asthma inhaler if:

- a. the school district has received a written authorization from the pupil's parent permitting the student to self-administer the medication;
- b. the inhaler is properly labeled for that student; and
- c. the parent has not requested school personnel to administer the medication to the student.

The parent must submit written authorization for the student to self-administer the medication each school year. In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers;

6. Medications:
 - a. that are used off school grounds;
 - b. that are used in connection with athletics or extracurricular activities; or
 - c. that are used in connection with activities that occur before or after the regular school day

are not governed by this policy.

[Note: The provisions of paragraph 6 are optional and the school board may choose to include or exclude any of the provisions specified.]

7. Nonprescription Medication. A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may

revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

[Note: School districts should consult with licensed medical and nursing personnel to address whether nonprescription medications will be allowed at elementary schools and whether and under what conditions school personnel will participate in storing or administering nonprescription medications.]

8. At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:
 - a. possess epinephrine auto-injectors; or
 - b. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student's § 504 plan.

- K. "Parent" for students 18 years old or older is the student.
- L. Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with this section is not the practice of medicine.

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.

Legal References: Minn. Stat. § 13.32 (Student Health Data)
Minn. Stat. § 121A.21 (Hiring of Health Personnel)

Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

Cross References: MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

Adopted: 01/10/11

MSBA/MASA Model Policy 521

Orig. 1995

Revised: _____

Rev. 2013

521 STUDENT DISABILITY NONDISCRIMINATION

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

I. PURPOSE

The purpose of this policy is to protect disabled students from discrimination on the basis of disability and to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973 (Section 504), need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

II. GENERAL STATEMENT OF POLICY

- A. Disabled students who meet the criteria of Paragraph C. below are protected from discrimination on the basis of a disability.
- B The responsibility of the school district is to identify and evaluate learners who, within the intent of Section 504, need services, accommodations, or programs in order that such learners may receive a free appropriate public education.
- C. For this policy, a learner who is protected under Section 504 is one who:
 - 1. has a physical or mental impairment that substantially limits one or more of such person's major life activities; or
 - 2. has a record of such an impairment; or
 - 3. is regarded as having such an impairment.
- D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act.

III. COORDINATOR

Persons who have questions or comments should contact

Wayne Wormstadt, Superintendent
1400 17th Street
Windom, MN 56101
wwormstadt@isd177.com
507-831-6901

This person is the school district's Americans with Disabilities Act/Section 504 coordinator. Persons who wish to make a complaint regarding a disability discrimination matter may use the accompanying Student Disability Discrimination Grievance Report Form. The form should be given to the ADA/Section 504 coordinator.

Legal References: Pub. L. 110-325, 122 Stat. 3553 (ADA Amendments Act of 2008, § 7)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. Part 104 (Section 504 Implementing Regulations)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)

INDEPENDENT SCHOOL DISTRICT NO. 177

STUDENT DISABILITY DISCRIMINATION GRIEVANCE REPORT FORM

General Statement of Policy Prohibiting Disability Discrimination

Independent School District No. 177 maintains a firm policy prohibiting all forms of discrimination on the basis of a disability. All persons are to be treated with respect and dignity. Discrimination on the basis of a disability will not be tolerated under any circumstances.

Complainant: _____
Home Address: _____
Work Address: _____
Home Phone: _____ Work Phone: _____

I have been discriminated against based on (choose one or more):

[my disability] / [a record of my disability] / [being regarded as having a disability]

because _____

Date of alleged incident(s): _____

Name of person you believe discriminated against you or another person: _____

If the alleged discrimination was toward another person, identify that person: _____

Describe the incident(s) as clearly as possible, including such things as: any verbal statements; what, if any, physical contact was involved; etc. (attach additional pages if necessary): _____

Location of the incident(s): _____

List any witnesses that were present: _____

This complaint is filed based on my honest belief that _____ has discriminated against me or another person based on a disability. I hereby certify that the information I have provided in this complaint is true, correct, and complete to the best of my knowledge and belief.

(Complainant Signature)

(Date)

Received by: _____

(Date)

Adopted: 4/12/10

MSBA/MASA Model Policy 522

Orig. 1995

Revised: _____

Rev. 2003

522 STUDENT SEX NONDISCRIMINATION

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. The school district provides equal educational opportunity for all students and does not unlawfully discriminate on the basis of sex. No student will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any educational program or activity operated by the school district on the basis of sex.
- B. Every school district employee shall be responsible for complying with this policy.
- C. The school board hereby designates

Wayne Wormstadt, Superintendent

1400 17th Street

Windom, MN 56101

wwormstadt@isd177.com

507-831-6901

as its Title IX coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.

- D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss them with the Title IX coordinator. Questions relating solely to Title IX and its regulations may be referred to the Assistant Secretary for Civil Rights of the United States Department of Education. In the absence of a specific designee, an inquiry or complaint should be referred to the superintendent or the school district human rights officer.

III. REPORTING GRIEVANCE PROCEDURES

- A. Any student who believes he or she has been the victim of unlawful sex discrimination by a teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute unlawful sex discrimination toward a student should report the alleged acts immediately to an appropriate school district official designated by this policy or may file a grievance. The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting unlawful sex discrimination toward a student directly to a school district human rights officer or to the superintendent.
- B. In Each School Building. The building principal is the person responsible for receiving oral or written reports or grievances of unlawful sex discrimination toward a student at the building level. Any adult school district personnel who receives a report of unlawful sex discrimination toward a student shall inform the building principal immediately.
- C. Upon receipt of a report or grievance, the principal must notify the school district human rights officer immediately, without screening or investigating the report. The principal may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the principal to the human rights officer. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any report or complaint of unlawful sex discrimination toward a student as provided herein may result in disciplinary action against the principal. If the complaint involves the building principal, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. The school board hereby designates _____ *[name, office address and telephone number, and work e-mail address]* as the school district human rights officer(s) to receive reports, complaints or grievances of unlawful sex discrimination toward a student. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.
- [Note: In some school districts, the Title IX coordinator and human rights officer may be the same. If so, a school district need only insert "its Title IX coordinator" in the blank without designating a name, office address and telephone number, and work e-mail address, which are provided elsewhere in the policy. If they are different, or if more than one human rights officer is designated, this information should be inserted and kept up to date. Also, in some school districts, the superintendent may be the designated human rights officer. If so, an alternative individual should be designated by the school board for complaints involving the superintendent.]*
- E. The school district shall conspicuously post the names of the Title IX coordinator and human rights officer(s), including office addresses and telephone numbers

and work e-mail addresses.

- F. Submission of a good faith complaint, grievance, or report of unlawful sex discrimination toward a student will not affect the complainant or reporter's future employment, grades, or work assignments.
- G. Use of formal reporting forms is not mandatory.
- H. The school district will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

IV. INVESTIGATION

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

V. SCHOOL DISTRICT ACTION

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

VI. REPRISAL

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

VII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

VIII. DISSEMINATION OF POLICY AND EVALUATION

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

Legal References: Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

INDEPENDENT SCHOOL DISTRICT NO. 177

UNLAWFUL SEX DISCRIMINATION TOWARD A STUDENT

General Statement of Policy Prohibiting Unlawful Sex Discrimination Toward a Student

Independent School District No. 177 maintains a firm policy prohibiting all forms of unlawful sex discrimination. All students are to be treated with respect and dignity. Unlawful sex discrimination by any teacher, administrator or other school personnel will not be tolerated under any circumstances.

Complainant: _____

Home Address: _____

Work Address: _____

Home Phone: _____ Work Phone: _____

Date of Alleged Incident(s): _____

Name of person you believe unlawfully discriminated toward you or a student on the basis of sex: _____

If the alleged unlawful sex discrimination was toward another person, identify that person: _____

Describe the incident(s) as clearly as possible, including such things as: what force, if any, was used; any verbal statements (i.e. threats, requests, demands, etc.); what, if any, physical contact was involved; etc. (Attach additional pages if necessary): _____

Where and when did the incident(s) occur: _____

List any witnesses that were present: _____

This complaint is filed based on my honest belief that _____ has unlawfully discriminated against me or a student on the basis of sex. I hereby certify that the information I have provided in this complaint is true, correct and complete to the best of my knowledge and belief.

(Complainant Signature)

(Date)

Received by: _____

Adopted: 6/25/12 _____
Revised 08/08/16 _____
Revised: _____

MSBA/MASA Model Policy 524
Orig. 1996
Rev. 2014

524 INTERNET ACCEPTABLE USE AND SAFETY POLICY

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

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. *[Note: School districts should consider the impact of this paragraph on present practices and procedures, including, but not limited to, practices pertaining to employee communications, school or classroom websites, and student/employee use of social networking websites. Depending upon school district policies and practices, school districts may wish to add one or more of the following clarifying paragraphs.]*

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

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

- c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or

another individual on social networks, including, but not limited to, social networks such as “MySpace” and “Facebook.”

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

[Note: Pursuant to state law, school districts are required to restrict access to inappropriate materials on school computers with Internet access. School districts which seek technology revenue pursuant to Minn. Stat. § 125B.26 or certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers are subject to the federal Children's Internet Protection Act, effective in 2001. Those districts are required to comply with additional standards in restricting possible access to inappropriate materials. Therefore, school districts should select one of the following alternative sections depending upon whether the school district is seeking such funding and the type of funding sought.]

ALTERNATIVE NO. 1

For a school district which does not seek either state or federal funding in connection with its computer system, the following language should be adopted. It reflects a mandatory requirement under state law, Minn. Stat. § 125B.15.

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.

[Note: The purchase of filtering technology is not required by state law if the school site would incur more than incidental expense in making the purchase. In the absence of filtering technology, school sites still are required to use "other effective methods" to restrict student access to such materials.]

ALTERNATIVE NO. 2

Technology revenue is available to school districts that meet the additional condition of also restricting adult access to inappropriate materials. School districts that seek such state technology revenue may adopt or retain the following language. However, the school district is not required to do so.

- 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 NO. 3

School districts which receive certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers are subject to the federal Children's Internet Protection Act, effective in 2001. This law requires school districts to adopt an Internet safety policy which contains the provisions set forth below. Also, the Act requires such school districts to provide reasonable notice and hold at least one public hearing or meeting to address the proposed Internet safety policy prior to its implementation. School districts that do not seek such federal financial assistance need not adopt the alternative language set forth below nor meet the requirements with respect to a public meeting to review the policy. The following alternative language for school districts that seek such federal financial assistance satisfies both state and federal law requirements.

- A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:
 - 1. Obscene;
 - 2. Child pornography; or
 - 3. Harmful to minors.
- B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:
 - 1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
 - 2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd

exhibition of the genitals; and

3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
- D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
- E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

[Note: Although school districts are not required to adopt the more restrictive provisions contained in either Alternative No. 2 or No. 3 if they do not seek state or federal funding, they may choose to adopt the more restrictive provisions as a matter of school policy.]

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

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

VIII. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.
- B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. Parents 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 misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

XI. USER NOTIFICATION

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

servers.

- b. Information retrieved through school district computers, networks, or online resources.
 - c. Personal property used to access school district computers, networks, or online resources.
 - d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
- 3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
 - 4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
 - 5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.
 - 6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by 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)
20 U.S.C. § 6751 *et seq.* (Enhancing Education through Technology Act of 2001)
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 656 (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)
J.S. v. Bethlehem Area Sch. Dist., 807 A.2d 847 (Pa. 2002)

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)



Windom Area Schools

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Windom Area Middle/High School
Winfair Elementary

Phone: 507-831-6910 Fax: 507-831-6909
Phone: 507-831-6925 Fax: 507-831-6932

Student Handbook, iPad and Internet Use Agreement 524 Signature Form

Student Name _____ Parent Name(s) _____

Student Agreement use of technology devices and internet is a privilege and may be revoked on school or personal devices.

1. I will take care of my assigned iPad and accessories.
2. I will not leave my iPad unattended or unsecured at any time. iPad's should be secured in a designated storage area or a secured locker
3. I will not loan my iPad out to anyone.
4. I will bring my iPad to school charged and ready for use each day.
5. I will not disassemble, repair, hack or subvert the security of the iPad.
6. The iPad will remain in the district-provided case at all times. Any damage resulting from failure to use the required case will result in fees being assessed for the full cost of repairs.
7. I have read and understand the Windom School District iPad Procedures document.
8. I agree to abide by all Windom School District policies governing the use of my iPad, both in school and at home.
9. I understand that my iPad is subject to inspection by Windom staff at any time and that it remains the property of Windom Schools.
10. Inappropriate use or neglect of an iPad can result in limits to or loss of use of the iPad
11. I understand that I am responsible for any intentional or negligent damage to the iPad.
12. I will file a report with the media center in the event of loss/theft/damage/equipment failure.
13. I will return the iPad, case and cables in working order as directed by technology staff.

* Damage to cases or loss of cables or charger will be reimbursed to the district

Parent Agreement

1. I have read and understand all terms of iPad Student Agreement and the Windom High School iPad Procedures and agree to let my child participate in the iPad Program.
2. I have discussed the Windom High School iPad Procedures with my child and will support the school in guiding my child in using the iPad at home as an educational tool.
3. I understand that I am responsible for monitoring and guiding my child's activity on any home Internet access if applicable.
4. I understand that neither the information technology nor the means of Internet access constitute a public forum. The school has taken precautions to eliminate controversial material. I recognize that it is not possible 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.

Insurance Coverage (Please check appropriate box)

- ☐ School Insurance (\$30 premium, \$10 premium for Free and Reduced Lunch (check box below signature line), \$60 maximum family out of pocket) – Financial Assistance Available
- ☐ Personal Home Insurance (proof of coverage required)
- ☐ Child not allowed to take iPad home
- ☐ We will provide our own device (iPad Air 2, iPad Pro, or iPad mini 4th generation). We have read and agree to the Implementation Handbook Section VI on required setup maintenance and subject to search if being used in a manner not compliant with Policy [524](#).

By signing, I agree to the stipulations set forth in this document as well as the Windom High School iPad Procedures, the Internet Use Policy [524](#), and the Windom High School Student Handbook.

Parent Signature _____ Student Signature _____

☐ By checking this box, I verify that my family qualifies or is direct certified for free and reduced lunch.

Adopted: 02/14/11

MSBA/MASA Model Policy 526

Orig. 1997

Revised: _____

Rev. 2014

526 HAZING PROHIBITION

[Note: School districts are required by statute to have a policy addressing these issues. The Minnesota Department of Education (MDE) will maintain and make available a model policy on student and staff hazing in accordance with Minn. Stat. § 121A.69. The MDE model policy differs from the MSBA/MASA model policy as it incorporates state and federal requirements related to harassment and discrimination which extends beyond the mandate of Minn. Stat. § 121A.69. Topics of harassment and discrimination are addressed in other MSBA/MASA policies. While school districts are required to adopt a policy governing student and staff hazing, school districts are not required to adopt any particular policy. MSBA recommends this 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. Retaliation against a victim, good faith reporter, or a witness of hazing is prohibited.
- E. False accusations or reports of hazing against a student, teacher, administrator, volunteer, contractor, or other employee are prohibited.
- F. A person who engages in an act of hazing, reprisal, retaliation, or false reporting of hazing or permits, condones, or tolerates hazing shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, tolerate, or are a party to prohibited acts of hazing may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

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

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

- G. This policy applies to hazing that occurs during and after school hours, on or off school premises or property, at school functions or activities, or on school transportation.
- H. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.
- I. The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

- A. “Hazing” means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. The term hazing includes, but is not limited to:
 - 1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking, or placing a harmful substance on the body.
 - 2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics, or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
 - 3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product, or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
 - 4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame, or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.
 - 5. Any activity that causes or requires the student to perform a task that

involves violation of state or federal law or of school district policies or regulations.

- B. “Immediately” means as soon as possible but in no event longer than 24 hours.
- C. “On school premises or school district property, or at school functions or activities, or on school transportation” means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student’s walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting hazing at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.
- D. “Remedial response” means a measure to stop and correct hazing, prevent hazing from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of hazing.
- E. “Student” means a student enrolled in a public school or a charter school.
- F. “Student organization” means a group, club, or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities, or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report hazing anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.

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

the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

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

V. SCHOOL DISTRICT ACTION

- A. Within three (3) days of the receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the hazing, the complainant, the reporter, and students or others pending completion of an investigation of alleged hazing prohibited by this policy.
- C. The alleged perpetrator of the hazing shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

- D. Upon completion of an investigation that determines hazing has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; and applicable school district policies and regulations.
- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets or victims of hazing and the parent(s) or guardian(s) of alleged perpetrators of hazing who have been involved in a reported and confirmed hazing incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or to respond to hazing committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in hazing.

VI. RETALIATION OR REPRISAL

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

VII. DISSEMINATION OF POLICY

[Note: Proper reference should be made to the appropriate handbooks in each school district.]

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

and employees.

Legal References: Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents Under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 525 (Violence Prevention [Applicable to Students and Staff])

Adopted: 08/08/11
Revised 01/26/15
Revised: _____

MSBA/MASA Model Policy 532
Orig. 2003
Rev. 2015

532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS WITH IEPs FROM SCHOOL GROUNDS

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

[Note: Minnesota Laws 2009, Chapter 96, made a number of changes to the laws and rules governing the use of “conditional procedures” with respect to special education students. Specifically, Chapter 96 repealed, EFFECTIVE AUGUST 1, 2011, Minn. Stat. §§ 121A.66, 121A.67, Subd. 1, as well as Minn. Rules 3525.0210, Subparts 5, 6, 9, 13, 17, 29, 30, 46, 47, and 3525.2900, Subp. 5. These laws and rules were replaced, effective August 1, 2011, with a restrictive procedures law which generally addresses the restraint of special education students. Also note that the restrictive procedures law contains a significant staff training component, found at Minn. Stat. § 125A.0942, Subds. 1, 2, and 5. Staff who intend to use restrictive procedures must be trained in the areas specified in Subd. 5 to use these procedures.]

I. PURPOSE

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to remove, if necessary, a student with an individualized education program (IEP) from school grounds.

II. GENERAL STATEMENT OF POLICY

The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

In general, all students, including those with IEPs, are subject to the terms of the school district’s discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student’s behavior will be taken by staff when a student’s behavior violates the school district’s discipline policy.

If a student with an IEP engages in conduct which, in the judgment of school personnel, endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy.

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them in this section:

- A. “Student with an IEP” or “the student” means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).
- B. “Peace officer” means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term “peace officer” includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.
- C. “Police liaison officer” is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement assistance and support to the building administration and to promote school safety, security, and positive relationships with students.
- D. “Crisis team” means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.
- E. The phrase “remove the student from school grounds” is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.
- F. “Emergency” means a situation where immediate intervention is needed to protect a child or other individual from physical injury.
- G. All other terms and phrases used in this policy shall be defined in accordance with applicable state and federal law or ordinary and customary usage.

IV. REMOVAL OF STUDENTS WITH IEPs FROM SCHOOL GROUNDS

A. Removal By Crisis Team

If the behavior of a student with an IEP escalates to the point where the student’s behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building’s crisis team may be summoned. The crisis team may attempt to de-escalate the student’s behavior by means including, but not limited to, those described in the student’s IEP and/or behavior intervention plan. When such measures fail, or when the

crisis team determines that the student's behavior continues to endanger or may endanger the health, safety, or property of the student, other students, staff members, or school property, the crisis team may remove the student from school grounds.

If the student's behavior cannot be safely managed, school personnel may immediately request assistance from the police liaison officer or a peace officer.

B. Removal By Police Liaison Officer or Peace Officer

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the police liaison officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.

[Note: If the school district uses a different reference name for its student records policy, insert that name in place of the reference to Protection and Privacy of Pupil Records, which is the title of MSBA/MASA Model Policy 515.]

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

C. Reasonable Force Permitted

In removing a student with an IEP from school grounds, a building administrator, other crisis team members, or the police liaison officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force

when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

In removing a student with an IEP from school grounds, police liaison officers and school district personnel are further prohibited from engaging in the following conduct:

1. Corporal punishment prohibited by Minn. Stat. § 121A.58;
2. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;
3. Totally or partially restricting a child's senses as punishment;
4. Denying or restricting a child's access to equipment and devices such as walkers, wheel chairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;
5. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minn. Stat. § 626.556;
6. Physical holding (as defined in Minn. Stat. § 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso;
7. Withholding regularly scheduled meals or water; and/or
8. Denying a child access to toilet facilities.

D. Parental Notification

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal.

E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

F. Effect of Policy in an Emergency; Use of Restrictive Procedures

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIIP, or behavior intervention plan authorizes the use of one or more restrictive procedures, the crisis team may employ those restrictive procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds, as long as the crisis team members who are implementing the restrictive procedures have received the training required by Minn. Stat § 125A.0942, Subd. 5, and otherwise comply with the requirements of § 125A.0942.

G. Reporting to the Minnesota Department of Education (MDE)

Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE (Commissioner) specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of prone restraints. By June 30 of each year, districts must report summary data on the use of restrictive procedures to the MDE, in a form and manner determined by the Commissioner. The summary data must include information about the use of restrictive procedures, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.67, Subd. 2 (Aversive and Deprivation Procedures)
Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)
Minn. Stat. § 609.06 (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))
20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education Improvement Act of 2004 (IDEA))
34 C.F.R. § 300.535 (IDEA Regulation Regarding Involvement of Law Enforcement)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)

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

MSBA/MASA Model Policy 525 (Violence Prevention)

MSBA/MASA Model Policy 806 (Crisis Management Policy)

MASTER AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT NO. 177
Windom, Minnesota

and

EDUCATION MINNESOTA - WINDOM

Effective July 1, ~~2017~~ ~~2015~~ through June 30, ~~2019~~ ~~2017~~

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ARTICLE I
PURPOSE

This Master Agreement is entered into between Independent School District No. 177, Windom, Minnesota, hereinafter referred to as the School District, and Education Minnesota-Windom, hereinafter referred to as the Association, 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 teachers during the duration of this Master Agreement.

ARTICLE II
RECOGNITION/DEFINITIONS

Section 1. Teacher: The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all teachers. For purposes of this section, the term "teacher" shall mean any person employed by Independent School District No. 177 in a position for which licensure is required by the Board of Teaching or the State Board of Education or in a position of physical therapist or occupational therapist, except superintendent, assistant superintendent, principal, and assistant principal who devote more than 50% of time to administrative or supervisory duties, and daily substitute teacher who does not replace the same teacher for more than 30 working days.

Section 2. Terms and Conditions of Employment: The term, "terms and conditions of employment," means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired teachers or severance pay, and the School District's personnel policies affecting the working conditions of the teachers. The term does not mean educational policies of the School District. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A.

Section 3. District or School District: For purposes of administering this Master Agreement, the word/term, "District/School District," shall mean the School Board or its designated representative(s).

Section 4. Other Terms: Terms not defined in this Master Agreement shall have those meanings as defined by P.E.L.R.A.

ARTICLE III
DURATION

This Master Agreement shall remain in full force and effect for a period commencing upon the date of its execution through June 30, 2019 ~~2017~~, and thereafter as provided by P.E.L.R.A. If either party desires to modify or amend this Master Agreement commencing on July 1, 2017 ~~2015~~, it shall give written notice of such intent to the other party no later than March 1, 2019 ~~2017~~.

ARTICLE IV
MEET AND CONFER

Section 1. Meeting: Representatives of the School Board and the Association may meet throughout the school year to discuss areas of common concern.

Section 2. Agenda: Each party will submit to the other, at least 5 days prior to the meeting, an agenda covering what they wish to discuss.

ARTICLE V
NEGOTIATIONS

Section 1. Meeting: The parties may meet to discuss a mutually acceptable amendment of the Master Agreement, the approval of such amendment shall be subject to ratification by the School Board and the Association.

Section 2. Successor Master Agreement: Between the months of February of each odd-numbered year and the following April, the parties shall initiate negotiations for the purpose of entering into a successor Master Agreement for the succeeding 2-year period, provided that, if the Association is not then the exclusive bargaining agent of the teachers, negotiations shall thereupon be undertaken between the School District and the duly authorized exclusive bargaining agent.

Section 3. Copies of the Master Agreement: Two signed copies of the final Master Agreement shall be retained for the purpose of record: 1 retained by the School Board and 1 by the Association.

ARTICLE VI
SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The Association recognizes that the School District is not required to meet and negotiate, but may meet and confer, on matters of 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. School Board Responsibilities: The Association recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunities for the students of the School District.

Section 3. Effect of Laws, Rules, and Regulations: The Association recognizes that all teachers covered by this Master Agreement shall perform the teaching and non-teaching services prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by the School Board rules, regulations, directives and orders, that are not in violation of this Master Agreement and are issued by properly designated officials of the School District. The Association 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 terms of this Master Agreement and recognizes that the School Board, all teachers covered by this Master Agreement, and all provisions of this Master Agreement are subject to the laws of the State of Minnesota, Federal laws, and valid rules, regulations, and orders of the State and Federal governmental agencies. Any provisions of this Master Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: All managerial rights and managerial functions not expressly delegated in this Master Agreement are reserved to the School District.

ARTICLE VII
ASSOCIATION SECURITY

Section 1. Dues Checkoff: Any teacher who is a member of the Association or other teacher organization, may sign and deliver to the School District an assignment authorizing deduction of membership dues in the Association or other teacher organization including, but not limited to, Education Minnesota, and said assignment shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the School District shall deduct 1/10 of such dues from the first regular salary check of the teacher each month for 10 months, beginning in September and ending in June of each year. Deductions for teachers employed after commencement of the school year shall be appropriately prorated to complete payments by the following June.

With respect to all sums deducted by the School District pursuant to authorization of the teacher for membership dues, the School District agrees to remit to the Association monthly that portion allocated to it.

Section 2. Fair Share Fee: Upon written request of the Association, the School District shall deduct a fair share fee, as determined by the Association, according to current law, from the pay of any teacher who is not a member of the Association in good standing or who does not make application for membership 30 days from the date of commencement of teaching duties. Any dispute as to the amount of such fee shall be solely between the Association and the teacher involved.

The Association hereby warrants and covenants that it will defend, indemnify, and save the School District harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have now or in the future, arising out of or by reasons of the deduction of the fair share fee specified by the Association as provided in this Master Agreement.

Section 3. School District Financial Information: The School District agrees to furnish to the Association, in response to written request, all available information concerning the financial resources of the School District together with information which may be necessary for the Association to process any grievance or complaint.

Section 4. Right to Join: Pursuant to P.E.L.R.A., every teacher shall have the right freely to organize, join, and support a teacher organization for the purpose of engaging in collective bargaining and other activities for mutual aid and protection and shall have the right not to organize, join, and support such an organization. The School District will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any right conferred by law or the constitutions of Minnesota and the United States; it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in a teacher organization or collective professional negotiation with the School District or his/her institution or any grievance, complaint, or proceeding under this Agreement.

Section 5. Statutory Rights: Nothing contained in this Master Agreement shall be construed to deny or restrict to any teacher rights he/she may have under Minnesota law or other applicable laws and regulations.

Section 6. School Board Agenda: The School Board shall place on the agenda of each regular meeting, for consideration under "new business," matters brought to its consideration by the Association as long as those matters are made known to the Superintendent's office at least 5 days prior to said regular meeting.

ARTICLE VIII
GRIEVANCE PROCEDURE

Section 1. Grievance: A claim by a teacher or the Association that an alleged violation, misinterpretation or misapplication of any provisions of this Master Agreement may be processed as a grievance as provided below.

Section 2. Time Limits: The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any school year and strict adherence to the time limits may result in hardships to any party, the School District and Association shall attempt to process such grievance prior to the end of the school term. The teacher, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party, to act in the party's behalf.

Section 3. 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.

Section 4. Computation of Time: In computing any period of time prescribed or allowed by procedures in this article, the date of the act, event, or default for which designated period of time begins to run shall not be included. The last day of the period of time begins to run 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.

Section 5. Supervising Principal: In the event that a teacher believes a basis for a grievance exists, he/she shall first discuss the grievance with his/her supervising principal either personally or accompanied by his/her Association representative.

Section 6. Time Limitation and Waiver: Grievances shall not be valid for consideration unless they are submitted in writing to the School District's designee, setting forth the facts and the specific provision(s) of the Master Agreement allegedly violated and the particular relief sought within 25 days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed as a waiver thereof. Failure to appeal a grievance from one level to another within the time periods shall first be made to adjust an alleged grievance informally between the teacher and the School District's designee.

Section 7. Level I: Within 5 days of receipt of the grievance, the supervising principal shall meet with the grievant in an effort to resolve the grievance. The supervising principal shall indicate his/her disposition of the grievance, in writing, within 5 days of such meeting and shall furnish a copy to the grievant.

Section 8. Level II: If the grievant is not satisfied with the disposition of the grievance by the supervising principal or if no disposition has been made within 5 days of such meeting (or 10 days from the date of filing, whichever shall be later), the grievance may be appealed to the Superintendent, provided such appeal is made in writing within 10 days of receipt of the decision. Within 7 days, the Superintendent or his/her designee shall meet with the grievant on the grievance and shall indicate his/her disposition of the grievance in writing within 5 days of such meeting and shall furnish a copy to the grievant.

Section 9. Level III: The Association and the School District may mutually agree to participate in Grievance Mediation by the Bureau of Mediation Services (BMS) prior to the next level of the Grievance Procedure in an effort to resolve the grievance. If Grievance Mediation is mutually agreed upon, the parties shall sign the Grievance Mediation Agreement (Appendix E). If Grievance Mediation is mutually agreed upon, the grievance time lines shall automatically be waived upon request by either party. If agreement or resolution is not reached in Grievance Mediation, the grievance process may be automatically resumed by the Grievant requesting the next step within ten (10) days of the termination of Grievance Mediation. No offers, counter offers, statements, or discussions taking place during the Grievance Mediation shall be used by either party to the dispute at the next level. If resolution is reached, the agreement shall be put in writing and the grievance withdrawn with prejudice by the Grievant.

Section 10. Request to Arbitrate: If the grievant is not satisfied with the disposition of the grievance in Level III, the grievance may be submitted to arbitration before an impartial arbitrator. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed with the Superintendent or his/her designee within 10 days following the decision in Level III.

Section 11. Selection of Arbitrator: Upon the proper submission of the grievance under the terms of this procedure, the parties shall, within 10 days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If the parties cannot agree as to the arbitrator within 10 days from the notification date that the arbitration will be pursued, then either party may request the Bureau of Mediation Services (BMS) to appoint an arbitrator pursuant to the P.E.L.R.A. Such request must be made within 30 days after notification that arbitration will be pursued. Failure to request an arbitrator from the BMS within the time periods provided shall constitute a waiver of the grievance.

Section 12. Jurisdiction of the Arbitrator: The arbitrator shall have no power to alter, add to, or subtract from the terms of this Master Agreement.

Section 13. Decision: Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Section 14. Expenses: The fees and expenses of the arbitrator shall be shared equally by the parties. Any transcription costs at any step in the procedure shall be paid for by the party making that request.

Section 15. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Section 16. Reprisals: No reprisals of any kind will be taken by the School District against any teacher because of his/her participation in the grievance procedure and vice versa.

ARTICLE IX MAINTENANCE OF MASTER AGREEMENT

Section 1. Final Master Agreement: This Master Agreement shall constitute the full and complete agreement between both parties. A Memorandum of Understanding or Agreement may be used in compliance with MS 179A.20.

Section 2. Individual Teaching Contract: Any individual teaching contract between the School District and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Master Agreement. Any individual teaching contract hereafter executed shall be in the form provided in Appendix D.

Section 3. Primacy of Master Agreement: This Master Agreement shall supersede any rules, regulations, or practices of the School Board which shall be contrary to or inconsistent with its terms.

ARTICLE X TRAVELING TEACHERS

Section 1. Schedules: Schedules of teachers who are assigned to more than 1 school shall be arranged so that any such teacher shall be required to engage in the least amount of inter-school travel possible. Such teachers shall be notified of any changes in their schedules.

Section 2. Use of Personal Vehicles: Teachers who may be required to use their own vehicles in the performance of their duties and teachers who are assigned to more than 1 school per day shall be reimbursed for all travel between school buildings during the work day of the teacher. Reimbursement for travel shall be reimbursed at a rate which shall be determined by the allowable rate established by the IRS.

ARTICLE XI PROFESSIONAL DEVELOPMENT

Section 1. Staff Development:

Subd 1. Pursuant to M.S. 122A.60, the School District shall create a Staff Development Committee. Refer to the District Staff Development Committee by-laws.

Subd. 2. Staff Development funds will be allocated according to M.S. 122A.61.

ARTICLE XII TEACHING EXPERIENCE

Section 1. Placement on Hiring Schedule: Each teacher shall be placed at the proper salary in accordance with Sections 2 and 3 below.

Section 2. Newly Hired Teachers: A teacher new to the School District who has had experience in other school systems or in other fields of endeavor will be placed at the salary as agreed between the School District and the teacher. Salaries shall be set based upon current employed teachers with same or less years of experience and equivalent lane placement. When circumstances require, such as critical shortages, the Superintendent may allow up to a maximum of 5 additional years of credit on the salary based on current teachers.

The School Board shall set the salary for the position of school psychologist.

Section 3. Part-time and "Job Share" Teachers: Part-time teachers and teachers who "job share" will be given a full year of experience on the salary settlement. The final salary increase will be prorated by "job share" FTE.

ARTICLE XIII
LENGTH OF SCHOOL YEAR AND WORK LOAD

Section 1. Basic Day: The teacher's basic day, inclusive of lunch, will be 8 hours or less. Teachers are to be on duty at the prescribed time and remain on duty until the prescribed time, with the exception of Friday or days before "holidays" when teachers may leave as soon as the pupils are dismissed and the buses have departed. No employee shall be required to work beyond 4:00 p.m. This provision does not apply to teacher conferences or extra-curricular assignments.

Section 2. Teacher Duty Days: The School Board shall, at the April Board of Education Meeting or before, establish the number of school days and teacher duty days for the next school year, and the teacher shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school and pursuant, to such authority, has determined to conduct school. The school year shall consist of 184 duty days which may include evening conferences. Each evening conference will be equivalent to 1 teaching day. If a Saturday is scheduled for teacher check-out, it will constitute 1 duty day. Duty days include student contact days, workshop, and parent-teacher conferences. Teachers new to the School District may be required to put in up to 2 extra days prior to the start of the school year for orientation purposes. If any teachers presently employed by the School District are required to assist in any of the orientation exercises, the teachers will be paid \$100 per day.

Subd. 1. District Staff Development trainings (not QCOMP Council) held on non-contract days like summer/weekend or evening trainings will be paid as follows:

- Maximum of 8 hours per day exclusive of lunch
- Teacher participation will be paid at a rate of ~~\$20.00~~ ~~\$18.50~~ per hour
- Presenters will be paid 1.5 times the teacher hourly rate or ~~\$30.00~~ ~~\$27.75~~ (see above) plus 30 minutes of prep time for every hour of presentation
- All federal grant pay rates will be at rates/amounts set within the grant
- ~~This will be effective July 1, 2015~~
- All paid trainings must be approved in advance
- All additional paid amounts for trainings and/or additional work done during the regular school year needs to be turned into the payroll office on the district provided form by the last working day of the following month of the hours worked. If not turned in by this due date it will not be paid.

Section 3. Lost Days: In the event that the total number of student contact days is reduced per the school calendar for that year, the School District will reschedule days for make-up by the teachers either as non-contact (inservice) days or contact (with students) days. The total days of service will remain as provided in Section 2 above. The School District reserves the right to determine when and how make-up days shall be scheduled. However, the Association may meet with the School District to provide suggestions regarding the scheduling of make-up days.

Section 4. Lunch Period: All teachers must be provided with a 30-minute, duty-free lunch period regardless of other duties. Passing times between periods will not be included as part of that duty-free lunch period.

Section 5. Preparation Time: In accordance with M.S. 122A.50 and within the student day, for every 25 minutes of classroom instruction time, a minimum of 5 additional minutes of preparation time shall be provided to each teacher.

Preparation time shall be provided in uninterrupted blocks of time not less than 20 minutes in length.

In the event circumstances preclude minimal allotment of preparation time, as stated above, the teacher's schedule will be adjusted by mutual consent of the Superintendent and the Association to reflect said adjustment for preparation time lost.

A teacher will not be required to perform duties defined as and including student contact, supervision, or transition between assignments that will diminish the statutory preparation time or that will take him/her beyond the terms and conditions in this article.

ARTICLE XIV PERSONNEL FILES

Pursuant to M.S. 122A.40, Subd. 19, all evaluations and files generated within the School District relating to each individual teacher shall be available during regular School District business hours to each individual teacher upon his/her written request. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the file written information in response to any material contained in it. However, the School District may destroy such files as provided by law.

ARTICLE XV LEAVES

Section 1. Sabbatical Leave: A sabbatical leave may be granted at the sole discretion of the School Board to teachers for the purpose of professional improvement subject to the conditions established by the School Board and subject and pursuant to M.S. 122A.49.

Subd. 1. To be eligible for sabbatical leave, a teacher must have been continuously employed as a teacher for at least 5 years in the School District.

Subd. 2. Sabbatical leave for study shall be limited to a teacher centering his/her study in his/her area of teaching in the School District and shall not be used for retraining in a new area unless at the request of the School Board.

Subd. 3. The proposed program of study must be approved in writing and in advance by the Superintendent and then the School Board, and such program of study shall be in formal education course credits.

Subd. 4. Applications for sabbatical leave shall be submitted in writing to the Superintendent no later than January 1st of the year preceding the school year in which the leave is sought.

Subd. 5. The number of teachers on sabbatical leave shall be limited to 1 teacher in any single year. The granting of sabbatical leave, however, is purely within the discretion of the School Board, and the School Board reserves the right to refuse to grant any and all sabbatical leaves, if, in the judgment of the School Board, such leaves should not be granted.

Subd. 6. The compensation granted to a teacher on sabbatical leave shall be 65% of the basic 38-week contract salary (not including any extra-curricular pay or summer employment but to include full fringe benefits) of the teacher for the school term in which the application for the sabbatical leave is made.

Subd. 7. A teacher receiving a sabbatical leave of absence must agree in writing to return to the School District for at least 2 years of teaching

service after completion of the sabbatical leave. A teacher who has received a sabbatical leave and fails to complete 2 years of teaching service with the School District shall refund the compensation received from the School District for sabbatical leave, and said refund shall be due and payable to the School District immediately upon the cessation of employment in the School District.

Subd. 8. The application for a sabbatical leave shall contain a detailed description of the intended activity and expected benefit to the School District, including, but not limited to, the institution where study will take place, courses and number of credits to be carried, and surrounding the program.

Subd. 9. If, in its discretion, the School Board grants a sabbatical leave, doing so may be contingent upon the ability of the School District to secure a satisfactory substitute.

Subd. 10. Sabbatical leave shall not exceed 1 individual teaching contract year and shall be awarded not more than once to any teacher in the School District.

Subd. 11. The School Board reserves the right to rescind a sabbatical leave approval.

Subd. 12. Upon satisfactory completion of a sabbatical leave, the teacher shall be assigned to a position commensurate with the one he/she occupied prior to the leave unless previously discharged or place on unrequested leave of absence.

Subd. 13. A teacher on sabbatical leave shall retain such amount of sick leave days and other accrued benefits which he/she had accrued, if any, at the time he/she went on sabbatical leave for use upon his/her return pursuant to Section 2. below. No additional sick leave shall accrue for the period of time that a teacher is on sabbatical leave.

Section 2. Sick Leave:

Subd. 1. A teacher shall be granted 12 days of sick leave each year to be used for the following reasons: 1. personal illness; 2. personal surgery; 3. personal medical appointments; 4. personal dental appointments; 5. serious illness in immediate family - spouse or designated significant other, child, parent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, siblings, grandparents and grandchildren, aunts and uncles. This time shall be with pay which shall be allowed to be used whenever a teacher's absence is found to have been due to the teacher's illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Pursuant to M.S. 181.9413, a teacher may use his/her accumulated sick leave and the school board limits use as permissible.

Subd. 2. Unused sick leave will accumulate to 150 days. A teacher shall receive full salary for the days of sick leave used to the extent of sick leave earned. The School District will allow the use of 12 sick days (above the 150 days accumulation cap) for catastrophic situations in the year the 12 days are earned.

Subd. 3. After using all his/her sick leave days, a teacher who needs to be absent because of illness will receive the difference between his or her salary and the cost of the substitute teacher, if approved by the School Board.

Subd. 4. A certificate of illness by an attending physician may be required.

Subd. 5. Any teacher who uses sick leave under false pretenses may be disciplined pursuant to M.S. 122A.40 or by immediately losing all cumulative sick leave as well as losing salary for the days absent.

Subd. 6. Sick leave shall apply to summer school, if offered.

Section 3. Bereavement Leave: Up to 5 days of bereavement leave with full pay shall be allowed in the event of a death in the teacher's immediate family. These days are to be taken from accumulated sick leave days. An additional 5 days per year with full pay shall be allowed in the event of a death not covered in the definition of "immediate family" in Section 2., Subd. 1. These days are to be taken from accumulated sick leave days. Any additional bereavement leave days will be subject to the discretion of the Superintendent depending on the circumstances.

Section 4. Leave of Absence: A teacher may request a leave of absence for an extended period of time if approval is obtained from the School Board. Written application for this leave must be made through the Superintendent, and the School Board has final authority to approve or deny the request. Teachers granted leaves of absence will forfeit their salaries for the time they are absent. Teachers who take this leave will be reinstated on the salary schedule at the same seniority level as they had when the leave was granted unless previously discharged or placed on unrequested leave of absence. Teachers on a leave of absence will be able to maintain health care coverage under the negotiated plan at their own expense. The terms of payment will be decided by the teacher and the School District before the leave commences.

The deadline to notify the School District of the teacher's intent to return to work must be received by April 1 of each year. This notification must be in writing and if not provided by April 1 of each year the teacher's rights to continuing contract status shall be terminated.

Section 5. Jury Duty Leave: A teacher who is called and serves on a jury may be granted leave without loss of pay or sick leave reduction. Notification for this type of leave must be made to the Superintendent. Any compensation received for this assignment shall be transmitted to the School District with exception of the compensation received for personal expenses such as travel.

A teacher who is subpoenaed for work-related matters may be granted professional leave without loss of pay or sick/personal leave reduction. Notification for this type of leave must be made to the Superintendent. Any compensation received for this assignment shall be transmitted to the School District with exception of the compensation received for personal expenses such as travel. Teachers subpoenaed for any personal matters must use either personal leave or receive a salary deduction for each day.

Section 6. Military Leave: Military Leave of absence given in accordance with current law.

Subd. 1. Military Support Leave: Immediate family or a designated significant other shall be granted accumulated personal leave first and no more than 3 accumulated sick days for military support leave.

Section 7. Family and Medical Leave (FMLA):

Subd. 1. Purpose: Pursuant to the FMLA, 29 U.S.C. § 2601 et. seq., an eligible teacher shall be granted, upon written request, up to a total of 12 weeks of unpaid leave per 12-month period in connection with the following:

- (1.) the birth and first-year care of his/her child;
- (2.) the adoption or foster placement of his/her child;
- (3.) the serious health condition of a teacher's spouse, child, or parent; and

(4.) the teacher's own serious health condition.

Subd. 2. Salary and Fringe Benefits: Such leave shall be unpaid, except an eligible teacher, during such leave, shall be eligible for regular School District group health insurance contributions as provided in this Agreement for the period of the leave, notwithstanding any other provisions of this Agreement.

Subd. 3. Eligibility: To be eligible for the benefits of this section, a teacher must have been employed by the School District for the previous 12 months and must have been employed for at least 1,250 hours during such 12-month period.

Subd. 4. Paid Leave Under the Agreement: While FMLA leaves, except for eligible insurance contributions as provided in Subd. 2. above, are unpaid, nothing shall preclude a teacher from utilizing paid leave otherwise provided in this Agreement, provided the teacher qualifies for the paid leave; i.e., sick leave or personal leave, pursuant to the provisions of this Agreement governing such leaves. Nothing in this Agreement shall be construed to require the School District to combine leaves for a period of time that exceeds the leave provided by this section or the period of time for leaves provided in other sections of this Agreement.

Subd. 5. Notification: When the reason for leave is foreseeable, the teacher shall make a written request for said leave at least 90 days prior to the beginning of the leave. The teacher shall further make reasonable efforts to schedule any treatment so as to minimize disruption of the work of the School District.

Subd. 6. In the case of any teacher who becomes the mother or father of an adopted child, said teacher may apply immediately after such adoption for a child care leave of absence under the Family and Medical Leave Act (FMLA). The use of leave (either personal or sick or unpaid leave) may be used at the discretion of the Superintendent depending on the circumstances of the adoption.

Section 8. Child Care Leave:

Subd. 1. Use: A child care leave may be granted by the School District, subject to the provisions of this section, to 1 teacher-parent of a natural or adopted infant child, provided such teacher-parent is caring for the child on a full-time basis.

Subd. 2. Request: A teacher making application for child care leave shall inform the Superintendent in writing of the request to take the leave at least 3 calendar months before commencement of the intended leave.

Subd. 3. Medical Statement: A teacher will provide, at the time of the leave application, a statement giving the expected date of delivery.

Subd. 4. Date of Leave: The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year - i.e., winter vacation, spring vacation, semester or quarter break, end of a grading period, end of the school year, or the like. The availability of a substitute teacher may also be considered by the School District in the granting of a child care leave or the duration thereof.

Subd. 5. Duration: In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

(1.) grant any leave for more than 12 months in duration;

- (2.) permit the teacher to return to employment prior to the date designated in the request for child care leave.

Subd. 6. Reinstatement: A teacher returning from child care leave shall be reinstated in a position for which he/she is licensed and qualified unless previously discharged or placed on unrequested leave of absence. The teacher shall retain all seniority, salary, and fringe benefits, which he/she had accrued prior to taking child care leave.

Subd. 7. Failure to Return: Failure of the teacher to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the teacher mutually agree in writing to an extension in the leave.

Subd. 8. Salary and Fringe Benefits: Leave under this section shall be without pay or fringe benefits.

Section 9. Personal Leave:

Subd. 1. A teacher with 0 - 14 years of teaching experience will earn 2 personal leave days per year. A teacher with 15 or more years of teaching experience will earn 3 personal leave days per year. Documentation of previous teaching experience will be provided to the district office by the teacher. Five days prior notification is required except in case of emergency and the notification is to be channeled through the supervising principal. This notification will state the reason for the leave. The Superintendent may grant the leave on the basis of the following:

1. leave permitted without loss of salary or sick leave,
2. leave permitted by using accumulated sick leave,
3. leave permitted with substitute pay deducted,
4. leave permitted with one day of salary deduction, for each day granted.

Subd. 2. Any unused personal leave days may be carried over into the next school year to a maximum of 5 personal leave days per year.

Subd. 3. Personal leave days may not be used during the first five days of student contact time or the last five days of student contact time ~~2 weeks of the school year~~ except in cases of emergency or as noted in subdivision 4.

Subd. 4. As per Minnesota Statute 181.9412 leave may be taken at any time up to a total of 16 hours during any 12-month period to attend school conferences or school-related activities related to the employee's child. If this leave falls within the first five days of student contact time or last five days of student contact time ~~2 weeks of the school year~~ it will be unpaid unless personal leave is available. When requesting personal or unpaid leave a reason must be given so the tracking of hours for the school conference and activities leave can be accounted.

Section 10. Association Leave: Teachers who are officers or negotiators of the Association may request leave to conduct Association business. These days will be permitted without loss of salary or sick leave but the Association will reimburse the School District for substitute costs if one is required. All other Association leave will be reimbursed at the full daily rate of salary (1/184). Substitute costs and benefits for these days will be paid by the School District. These days may be granted by the Superintendent and shall be limited to 18 days in any school year. These days must be requested in writing by the Association president.

Section 11. Teacher on Special Assignment (TOSA):

Subd. 1. Definition: A teacher on Special Assignment (TOSA) will exist in order to provide leadership and/or coordination on educational projects, and/or specific teaching and administrative tasks. A teacher may not accept a TOSA assignment for more than 4 years, except: the assignment may be extended at the discretion of the School District.

Subd. 2. Eligibility and Assignment: Qualifications and compensation for the Special Assignment position shall be determined by the District. A job description shall be made public at or before the time of the posting. The job description must include a description of the duties to be performed and any additional days outside of the normal work year. Upon termination of the Special Assignment, the teacher shall be returned to the assignment which he/she held prior to the Special Assignment, except: if the teacher's former assignment does not exist in the district, the district shall follow Article XVI, Sections 3 and 4 as amended.

ARTICLE XVI SENIORITY

Section 1. Seniority List: The seniority list shall be developed and posted by the School District from its records by no later than the first Monday in November of each school year. Individual teachers and the Association are not to be held solely responsible for the accuracy of the list.

Section 2. Request for Change: Any person whose name appears on such list and who may disagree with the findings of the School District and the order of seniority in said list shall notify the School District within 10 days after posting and supply written documentation, proof, and request for seniority change to the School District.

Section 3. Unrequested Leave of Absence (ULA): In the event of reductions in programs and/or number of teachers due to declining enrollments, lack of funds, or curtailment of programs or services, the provisions of the M.S.122A.40, Subd. 11, shall be followed except as outlined in Section 4. below.

Section 4. Tiebreaker Clause: In the event that 2 or more teachers have equal seniority, their placement on the seniority list will be determined in the following order:

1. the teacher who is full-time shall be senior over one who is part-time;
2. the teacher with the greater number of years of total teaching experience shall be senior;
3. the teacher with the most advance salary lane placement shall be senior;
4. the teacher with the greater number of licensure areas shall be more senior;
5. the teacher with the greater number of extra-curricular assignments shall be senior;
6. The senior teacher shall be the teacher who is serving on the most school district committees in the current school year.

ARTICLE XVII DEPARTMENT/GRADE LEVEL CHAIRPERSON

If a department or grade level chairperson is selected by the School District, the compensation for such duties is contained in Appendix B.

ARTICLE XVIII INSURANCE

Section 1. Health and Hospitalization Insurance:

Subd. 1. The School District shall provide health and hospitalization insurance for a 12 month period for each teacher and his/her eligible dependents. Part-time teachers shall be eligible to participate on a prorated basis to the percentage of the time they are employed as teachers with the School District, except for part-time teachers hired before May 1, 2006.

Subd. 2. Any recommendations from the School District's Insurance Committee regarding health insurance plan changes (change in aggregate value) does not need full union approval, just Insurance Committee approval. Insurance Committee voting structure is: Teachers - 3, Paraprofessionals - 2, Custodian/Secretarial/Food Service - 2, Administrators - 1, School Board (represented by Superintendent or Business Manager) - 1.

Teachers union still retains right pursuant to state statute regarding joining the Public Employees Insurance Plan (PEIP).

Subd. 3 ~~2~~. Full-time teachers shall receive:

- A. Teacher on Single Health Insurance Plan \$9,718
- B. Teacher on Family Health Insurance Plan \$11,500
- C. Married Teachers on a Family Health Insurance Plan shall be provided 1 single contribution and 1 family contribution amount as stated above in A. and B. for a total of \$21,218

~~\$9,273 for the 2015-2016 school year and \$9,718 for the 2016-2017 school year to be used towards either a single health and hospitalization insurance plan or family health and hospitalization insurance plan of their choice. Part-time teachers shall be eligible to participate on a prorated basis to the percentage of the time they are employed as teachers with the School District, except for part-time teachers hired before May 1, 2006.~~

Due to the Cadillac Tax that is scheduled to take effect in ~~2018~~ 2020, the School District will not contribute more than the thresholds or plan's cost set by the regulations imposed upon employers. If a Cadillac 40% Excise Tax would be assessed against the School District, cost of that tax would automatically be costed against the next negotiations process.

Subd. 3. No cash payments will be allowed in lieu of School District contributions toward health and hospitalization insurance premiums.

~~Subd. 4. If a married couple are both teachers in the School District and are both eligible for health and hospitalization insurance, they shall be provided 2 of the School District contributions stated in Subd. 2. above toward either 2 single coverage plans or a family coverage plan. Part-time teachers shall be eligible to participate on a prorated basis to the percentage of the time they are employed as teachers with the School District, except for part-time teachers hired before May 1, 2006.~~

Subd. 5. Teachers who retire will continue to receive the negotiated health and hospitalization insurance if they agree to pay all premiums at their own expense.

In event the state offers early retirement incentives in regard to health and hospitalization insurance costs and payments, the School District shall participate and pass any of the dollar savings to the teacher.

Subd. 6 The School District shall also make available group health and hospitalization insurance to teachers and eligible retirees.

With respect to all qualified teachers, the School District shall contribute up to the dollar amount listed in Subd. 2. above toward the monthly premium

costs of the group health and hospitalization insurance. If a "Voluntary Employee Benefit Arrangement" (VEBA Plan) or "Health Savings Account" (HSA Plan) is chosen by the teacher, Subd. 7. below will apply.

All plans offered by the school district must meet the insurance carrier's policies and minimum qualification

Subd. 7. The School District shall adopt the Minnesota Service Cooperative VEBA Plan, HSA Plan and the Employee Benefits Trust Agreement for the benefit of qualifying employees who are members of this Collective Bargaining Agreement. Employer and employees assent to and ratify the appointment of the trustee and plan administrator in place on the adoption date of this agreement. It is intended that this arrangement constitute a voluntary employee's beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

If the School District maintains a cafeteria plan with a health flexible spending account (an FSA), the School District will specify the Adoption Agreement for the VEBA Plan document, before the first day of the FSA plan year, the eligible health expenses will be paid from the FSA first, until an individual's FSA account is exhausted, and from the VEBA plan second. If an employee chooses the HSA plan/account, the employee will follow all IRS regulations regarding having a HSA and how it works with an employee (and their spouse) if they have a Flexible Spending Account (FSA) or a VEBA account. All HSA contribution amounts will not exceed the amount as set by the IRS per year for individual or family coverage.

The School District shall provide the following welfare benefit arrangement through the VEBA/HRA and HSA Plan:

"The Health Reimbursement and Savings Arrangement for Active Teachers."

All administrative and investment fees allocable to individual teacher accounts shall be paid from those accounts.

The School District shall make available VEBA/HRA and HSA group health plans. With respect to qualifying teachers, the School District shall contribute the amount stated listed in Subd. 2. above and be applied as listed below: ~~less the VEBA contribution listed below per month for single or family coverage toward the monthly premium cost for the VEBA plan chosen.~~

Plans eligible for VEBA/HRA only -

Single - premium amount funded first and any contribution left will be deposited into VEBA/HRA account

Family - Deductible amount of the plan will be contributed into the VEBA/HRA account, remaining funds will be applied to the premium

Plans eligible for VEBA/HRA and/or HSA-

Single and Family - premium amount funded first and any contribution left will be deposited into VEBA/HRA or HSA account

In the event that 2 School District teachers are married and eligible for School District provided health and hospitalization insurance, the School District shall contribute ~~2 of the amount stated in Subd. 2. above~~ in only 1 of the teacher's name. ~~less the VEBA contribution listed below per month of family coverage toward the monthly premium cost of the VEBA plan chosen. Part-time teachers shall be eligible to participate on a prorated basis to the percentage of the time they are employed as teachers with the School District, except for part-time teachers hired before May 1, 2006.~~

~~The School District will make a monthly contribution to individual accounts under the "Health Reimbursement Arrangement for Active Teachers" for qualifying teachers in accordance with the following schedule for a single VEBA Plan, the monthly amount listed in Subd. 2. above less the monthly premium amount; for family coverage, it is the deductible amount of the VEBA Plan chosen divided by 12 per month for each qualified teacher who elects coverage under the group health plan described in this subdivision.~~

~~In the event that 2 School District teachers are married and eligible for School District provided health and hospitalization insurance, the School District shall contribute the eligible amount per month of family coverage listed above into an individual account under the "Health Reimbursement Arrangement" account in only 1 of the teacher's names. Part-time teachers shall be eligible to participate on a prorated basis to the percentage of the time they are employed as teachers with the School District, except for part-time teachers hired before May 1, 2006.~~

~~If an employee chooses the highest deductible HRA/HSA compatible plan, the district will apply the collectively bargained health insurance amount to insurance premium first and the remainder will be funded, on a monthly basis, to an HSA or HRA account. This amount will be prorated on an annual basis as a result of insurance premium changes or collective bargaining levels. All HSA contribution amounts will not exceed the amount as set by the IRS per year for individual or family coverage.~~

~~If an employee chooses the HSA plan/account, the employee will follow all IRS regulations regarding having a HSA and how it works with an employee (and their spouse) if they have a Flexible Spending Account (FSA) or a VEBA account.~~

- A. In addition to the School District contributions listed above, any grant available from the SW/WC Service Cooperative will be deposited into the employee's HRA or HAS account until the grant expires.
- B. ~~The contributions will be made on or about the 20th of each month, in order to coincide with the payroll date. If a participant in the VEBA Plan is entitled to receive an annual contribution that is prorated on a monthly basis over the VEBA Plan year and the participant incurs 1 or more claims for an eligible expense that exceed the participant's account balance in the VEBA Plan, the School District may, at the participant's written request, accelerate its prorated contributions for that year to the extent necessary to reimburse the participant for the claim. The total contribution for such a participant shall in no event exceed the contribution to which he or she was originally entitled to for that year.~~
- C. ~~If a qualified teacher enters the VEBA Plan as a participant on a date after the first day of the VEBA Plan year, the School District shall prorate the amount of the its contributions to reflect the late entry. If the participant incurs 1 or more claims for an eligible expenses that exceed the participant's account balance in the VEBA Plan, the School District may, at the participant's written request, increase its contribution for that year to the extent necessary to reimburse the participant for the claim but not exceeding the contribution made to similarly situated participants who entered the VEBA Plan on the first day of the VEBA Plan year. The participant shall be entitled to the same rights of similarly situated teachers to accelerate future School District contributions that are prorated over the VEBA Plan year. The total contribution for such a participant shall in no event exceed the~~

~~contribution to which he or she was originally entitled to for that year.~~

- D. All contributions on behalf of a VEBA/HRA or HSA Plan participant shall cease on the date the participant is no longer covered under the high deductible health plan/VEBA/HRA or HSA Plan or the date of separation from employment.

Section 2. Long-Term Disability Insurance:

Subd. 1. The School District shall provide full long-term disability insurance for each teacher meeting the insurance carrier's minimum qualifications. Benefits shall be payable according to the insurance carrier's schedule of benefits.

Section 3. Term Life Insurance:

Subd. 1. The School District shall provide all full-time teachers with a \$25,000 term life insurance group policy to be paid for by the School District. Teachers must follow the carrier's qualifications and policies as they relate to accessing the benefit after age 65. The carrier may reduce the value of the term life policy. The School District will not be held responsible for the regulations of the carrier.

Subd. 2. Teachers who go on leave of absence of up to 1 year can remain in the group, provided they pay the premium while on leave.

Subd. 3. Teachers who are on leave more than 1 year will not be given coverage by the carrier during that time.

Subd. 4. Effective July 1, 2011 teachers who retire shall have to deal directly with the carrier on any limited amount of coverage available to them.

Section 4. Flexible Benefits Plan: The School District shall adopt a payroll-system flexible benefits plan from a flexible benefits plan vendor, provided that, in all events, such vendor shall have experience with school districts, shall take legal responsibility for the plan, shall give the teachers tax advice with respect to their participation in the plan, shall have orientation services for teachers to have their questions about the plan. The School District shall assume all financial costs for the operation of the flexible benefit plan.

Section 5. Claims Against the School District: The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this Agreement, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

ARTICLE XIX
SALARIES

Section 1. Basic Salaries: All basic salaries of teachers are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salaries shall remain in effect during the designated periods.

Section 2. Summer School Pay: Summer school pay will be based on the teacher's basic salary for the preceding school year and will be prorated according to the actual teaching time.

Section 3. Pay Day: Teachers' salaries will be paid on a regular basis once each month on or before the 20th day of each month starting September 20th to May 20th. Each check will be 1/12 of the teacher's contracted salary. The remaining 3/12ths will be issued on or before the 20th of June. If the payroll policy is changed to require a twice-a-month payroll or an every-other-week

payroll, each check will be 1/24 or 1/26 respectively and 6/24 or 6/26 respectively.

Section 4. Status of Salary Increases: A teacher's advancement is subject to the right of the School District to withhold salary increases for just cause. An action withholding a salary increase shall be subject to the grievance procedure.

At their 16th year of experience in the School District, the following 4 teachers will receive a one-time additional \$2,500 plus any settlement dollars negotiated if still employed:

Kelli Doorenbos (2017-2018)	Lisa Letcher (2016-2017)
Jennifer Huska (2015-2016)	Jennifer Squires (2015-2016)

~~During the 2015-2016 school year, the following teacher's salary will receive a one time base salary adjustment increase to \$37,000, they will not receive \$1,500 per FTE increase in addition to this adjustment:~~

Robert Elwell	Missy Entriken
Sarah Low	Sara Miesen
Kelli Nibbe	Amanda Schroeder
Lisa Veurink	

During the 2018-2019 school year, the following teacher's salary will receive a one-time retention incentive payment of \$600, plus the negotiated amount of \$1,900 (listed in Appendix A) if still employed:

Elizabeth Bent	Melissa Dardis	Robert Elwell
Crystal Fast	Bryan Joyce	Sarah Low
Teri Malakowsky	Janelle Mickelson	Sara Miesen
Andrea Monson	Sarah Mortwedt	Dane Nielsen
Melissa Pletcher	Kathryn Ralston	Amanda Schroeder
Rebecca Smith	Jonathan Smith	

Section 5. Death: If a teacher dies before his/her salary has been disbursed, the balance due shall be paid the deceased's estate.

Section 6. Extra-duty Pay: Coaches and advisors will be paid monthly for their extra-duty assignments throughout the school year. If, for some reason, the coaching/advisor duties are not fulfilled, any payment that has been disbursed will be deducted from subsequent payroll checks.

Section 7. Lane Placement: The following subdivisions shall be applicable in determining the placement of a teacher on the salary schedule.

Subd. 1. The "Credit Evaluation Committee" shall determine those credits that may be used for lane advancement. The members of this committee shall consist of 2 administrators appointed by the superintendent and 2 teachers to be appointed by the president of the Association. Each teacher shall be appointed for a 3-year term.

Subd. 2. All credits to be considered for application for lane advancement must have been earned within 7 years of the date they are submitted for lane change credits unless the "MNSCU System" changes and starts accepting credits which are greater than 7 years but not more than 10 years old.

Subd. 3. Credits to be considered for application on any lane may be germane to the teaching assignment as determined by the Credit Evaluation Committee.

Subd. 4. All credits beyond the bachelor's degree must be graduate credits and carry a grade equivalent of "B-" or higher, except: any grade

equivalent below a "B-" must be approved by the Credit Evaluation Committee. A teacher shall not advance more than 3 lanes in any one school year.

Subd. 5. Subject to provisions of Section 2. above, individual teaching contracts may be modified to reflect qualified lane changes once every year effective at the beginning of the school year, providing an official transcript of qualified credits is submitted to the Superintendent's office no later than September 15th of each year. Credits submitted by official transcript after September 15th, even though otherwise qualifying, shall not be considered until the following school year. If an official transcript is not available by September 15th, other satisfactory evidence of successful completion of the course will be accepted pending receipt of the official transcript; however, any pay adjustment shall not be made until the official transcript is received.

Subd. 6. A teacher shall be paid on the master's degree lane or higher lane if the degree program is germane to the teaching assignment as approved by the School District upon recommendation by the Credit Evaluation Committee, and the degree program is approved in writing by the Superintendent in advance.

Subd. 7. Credits to apply to lanes beyond a particular lane must be earned subsequent to the earning of the degree and must be taken at an accredited college or university. No credits will be approved which involve primarily television viewing, correspondence work, or self-study, unless a written exception is granted in advance by the Superintendent.

Section 8. The board may assess a \$2,000 penalty or apply for revocation of license for any resignation received after July 15 prior to the start of the school year.

Section 9. The following items will apply only for teachers instructing a college class or requested by superintendent to instruct a college course.

Subd 1. The number of credits and total cost of the certification shall be agreed upon in advance by the teacher and the School District Superintendent. This includes any teacher compensation for the cost of tuition, books, mileage and supplies for the certification as agreed upon by the teacher and the School District Superintendent.

Subd 2. Compensation:

- a. Teachers eligible for lane change(s) will receive their lane change(s) as credits earned. Teachers at the MA+45 lane shall also receive a lane change (MA+60).
- b. \$500 per semester per period taught.

Subd 3. The teacher agrees to teach College In The Schools (Concurrent Enrollment) for a minimum of 5 years in the District. The teacher shall not be penalized if failure to teach the required class during the 5 year period is caused by School District action.

Subd 4. If the teacher leaves the district, the teacher shall reimburse the District an amount equal to 20% of the total certification amount per year for each year remaining of the 5-year period.

Subd 5. If the teacher declines and the district is able to find a replacement for the College In Schools assignment(s), after the district has paid for the credits the teacher shall:

- a. Reimburse the District an amount equal to 20% of the total certification amount per year for each year remaining of the 5-year period in which college courses have been taught, and

- b. Any change to the teacher's lane placement, based on the additional credits, will be revoked. Unless the teacher agrees to pay full reimbursement for credits and or degree to the District.

ARTICLE XX
SEVERANCE PAY

Section 1. Eligibility: Teachers at the 15 years of experience are eligible for severance pay upon the School Board's acceptance of their resignation from their position according to the following guidelines:

Minimum Years Teaching in the School District	Severance Pay
10 years	50 days,
15 years	75 days,
20 years	100 days

Severance pay will be based on the salary for basic services for the last year of the teacher's employment. It will be calculated as a fraction of said salary, as follows: $\text{number of days}/184 \text{ days} = \text{severance pay}$.

A teacher must notify the Superintendent of his/her intent to access the severance pay benefit by April 1st of the year in which he/she plans to retire.

The severance payment shall be in a lump sum at the end of the individual teaching contract year or, otherwise, on a payment schedule as determined between the School District and the teacher.

Section 2. Health Care Plan Deposit: The School District will deposit 100% of the amount of severance pay calculated under Section 1. above directly into the School District-sponsored health care savings plan. Teachers will not be entitled to receive this amount in the form of taxable cash compensation.

In the event of the death of the teacher before all or a portion of the severance pay has been disbursed, the balance due shall be paid as a lump sum into the Special Pay Deferral Plan (SPDP) for access by the teacher's estate.

All administrative fees incurred at the time of initial set-up will be born by the School District; subsequent fees, including any and all transaction fees, will be borne by the teacher.

Section 3. Matching Deferred-Compensation Plan:

Subd. 1. Matching deferred compensation is available to all teachers who have continuing contract status in the School District. The District will match contributions as outlined below for all teachers who teach full-time not to exceed a maximum total contribution per teacher of \$35,000. Part-time teachers shall be eligible to participate on a prorated basis to the percentage of time they are employed except for teachers hired before May 1, 2006. Documentation of previous teaching experience must be provided to the School District by the teacher.

Years of Experience in Teaching	Yearly Dollar Match for 2015-2016
Tenure - 5 years	\$800
6 - 10 years	\$1,100
11 - 15 years	\$1,400
16 - 20 years	\$1,700
21 plus years	\$2,000

Years of Experience in Teaching	Yearly Dollar Match for 2016-2017
Tenure - 5 years	\$1,000
6 - 10 years	\$1,300
11 - 15 years	\$1,600
16 - 20 years	\$1,900
21 plus years	\$2,200

Subd. 2. Any teacher with less than 10 years of teaching experience by July 1, 2000, will not be eligible for severance pay but may participate in the matching deferred-compensation plan.

Subd. 3. Any teacher with 10 years or more of teaching experience may participate in the matching deferred-compensation plan. Upon retirement, a teacher's severance pay will be calculated, and all matching contributions under the provision of the matching deferred-compensation plan contributed by the School District will be subtracted from the qualifying severance amount.

Subd. 4. Participants must designate the carrier and the amount of the matched annuity. The dates shall be September 1 and March 1 to establish any changes in carrier and amount. The teacher must complete a salary reduction authorization prior to any authorization/agreement for tax-sheltered annuity purposes to be made in any fiscal year. Changes will be allowed by contacting the School District.

Subd. 5. All vendors must be listed in the "Plan Document" as approved investment providers prior to receiving any funds. The list of these vendors is available from the School District. Any contributions, rollovers, loans, distributions, hardship withdrawals, transfers, and plan administration must follow the "Plan Document" and the third-party administrator's policies.

Subd. 6. No teacher hired after July 1, 2000, shall be eligible for severance pay.

Subd. 7. Teachers on an unpaid leave of absence for more than 30 days shall not be eligible to participate in the matching deferred-compensation plan.

Subd. 8. This plan shall be subject to the regulations of the State of Minnesota, Statute 356.24 and IRS code 457.

ARTICLE XXI

ADULT BASIC EDUCATION (ABE)/EARLY CHILDHOOD FAMILY EDUCATION (ECFE)/SCHOOL READINESS (SR) TEACHERS

Section 1. Applicable Provisions of the Agreement: All the provisions of the Agreement shall apply to ABE, ECFE, and SR teachers except the following:

ARTICLE XIII,
ARTICLE XV,
ARTICLE XVI,
ARTICLE XIX.

Section 2. Hours of Work: Teachers covered by this article are hourly teachers with daily, weekly, monthly, and/or annual hours as established and assigned by the "School District's Director of Community Education" (Director) and "ABE, ECFE, and SR Coordinator" (Coordinator). Once established, work hours may be modified by the Director or Coordinator with prior notice.

Section 3. Preparation Time: ABE, ECFE and SR teachers will be allocated preparation time in accordance with Statute M.S. 122A.50 and set-up and take-down

time that is mutually agreed upon by the Director or Coordinator and appropriate representative of the Association.

Section 4. Calendar Year: The ABE, ECFE, and SR programs may be conducted over the period of the fiscal year on a calendar different from the PreK-12 calendar.

Section 5. Sick Leave and Personal Leave: Days for sick leave and personal leave will be prorated based upon the leaves in ARTICLE XV, Section 2., Subd. 1. and Section 7., Subd. 1.

Section 6. Seniority: For purposes of this section "seniority" shall be defined as the date of hire of the current employment term as a teacher in the School District.

Subd. 1. ABE, ECFE, and SR teachers shall accumulate no seniority on the preK-12 teacher seniority list but shall accrue separate seniority within the ABE, ECFE, and SR programs.

Subd. 2. PreK-12 teachers cannot exercise their seniority bumping into ABE, ECFE, and SR teaching positions.

Subd. 3 Lists: Separate seniority lists shall be established for ABE, ECFE, and SR teachers.

Subd. 4. ARTICLE XVI shall not apply except as modified in this section. The School District may reduce the hours of teachers within the ECFE/SR programs. Lay-off shall be in the inverse order of seniority within the ABE, ECFE, or SR programs. However, ECFE teachers working under a specific grant shall be held harmless until the grant expires.

Section 7. Compensation:

Subd. 1. ABE, ECFE, and SR teachers shall be compensated as reflected in Appendix C.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

FOR:

FOR:

THE ASSOCIATION

THE SCHOOL DISTRICT

Chairperson, Negotiations Committee

School Board Chairperson

School Board Clerk

Dated this ____ day of _____ 20__.

Dated this ____ day of _____ 20__.

SALARIES**2015-2016**~~\$1,500 per FTE, lanes at \$1,250 per lane~~~~Hiring Schedule 0 Years of Experience~~

BA Degree	BA +15	BA +30	BA +45	MA Degree	MA +15	MA +30	MA +45
\$ 37,000	\$ 38,250	\$ 39,500	\$ 40,750	\$ 42,000	\$ 43,250	\$ 44,500	\$ 45,750

2017-2018

\$1,400 per FTE, lanes at \$1,250 per lane

Hiring Schedule 0 Years of Experience

BA Degree	BA +15	BA +30	BA +45	MA Degree	MA +15	MA +30	MA +45
\$39,100	\$40,350	\$41,600	\$42,850	\$44,100	\$44,350	\$46,600	\$47,850

2016-2017~~4.3% per FTE, lanes at \$1,250 per lane~~~~Hiring Schedule 0 Years of Experience~~

BA Degree	BA +15	BA +30	BA +45	MA Degree	MA +15	MA +30	MA +45
\$ 38,590	\$ 39,840	\$ 41,090	\$ 42,340	\$ 43,590	\$ 44,840	\$ 46,090	\$ 47,340

2018-2019

\$1,900 per FTE, lanes at \$1,250 per lane

Hiring Schedule 0 Years of Experience

BA Degree	BA +15	BA +30	BA +45	MA Degree	MA +15	MA +30	MA +45
\$40,000	\$41,250	\$42,500	\$43,750	\$45,000	\$45,250	\$47,500	\$48,750

Pay Schedule for Extra-Curricular Assignments**Appendix B****2017-2018****2015-2017**

Pay involves the full season for the activity - including pre-school, vacations, and post school practices.

ATHLETIC ASSIGNMENTS

Exp. 0-4 yrs. 5-9 yrs. 10+ yrs. 0-4 yrs. 5-9 yrs. 10+ yrs.

Football

Head	\$3,980	\$4,230	\$4,505
Asst.	\$2,830	\$3,030	\$3,255
7-8	\$2,030	\$2,180	\$2,355

Volleyball

Head	\$3,680	\$3,880	\$4,105
Asst.	\$2,530	\$2,680	\$2,855
7-8	\$2,005	\$2,105	\$2,255

Boys Basketball

Head	\$3,980	\$4,230	\$4,505
Asst.	\$2,830	\$3,030	\$3,255
7-8	\$2,030	\$2,180	\$2,355

Baseball

Head	\$3,455	\$3,655	\$4,105
Asst.	\$2,530	\$2,680	\$2,855
7-8	\$1,955	\$2,055	\$2,180

Wrestling

Head	\$3,980	\$4,230	\$4,505
Asst.	\$2,830	\$3,030	\$3,255
7-8	\$2,030	\$2,180	\$2,355

Gymnastics

Head	\$3,680	\$3,880	\$4,105
Asst.	\$2,530	\$2,680	\$2,855
7-8	\$2,005	\$2,105	\$2,255

Girls Basketball

Head	\$3,980	\$4,230	\$4,505
Asst.	\$2,830	\$3,030	\$3,255
7-8	\$2,030	\$2,180	\$2,355

Golf: Boys-Girls Combined

Head	\$3,155	\$3,355	\$3,555
Asst.	\$2,255	\$2,430	\$2,580

Track: Boys-Girls Combined

Head	\$3,680	\$3,880	\$4,105
Asst.	\$2,530	\$2,680	\$2,855
7-8	\$1,955	\$2,055	\$2,180

Softball

Head	\$3,155	\$3,355	\$3,580
Asst.	\$2,280	\$2,430	\$2,580
7-8	\$1,955	\$2,105	\$2,180

Cross Country: Boys-Girls Combined

Head	\$3,155	\$3,355	\$3,555
Asst.	\$2,255	\$2,430	\$2,580

Hockey: Boys-Girls

Head	\$3,980	\$4,230	\$4,505
Asst.	\$2,830	\$3,030	\$3,255

1. Experience is based on number of years coached while the sport is on an interscholastic basis.
2. A coach may move from a boys' or girls' sport to another boys' or girls' sport without loss of experience. Only experience in a like sport may be transferred. Like sports are: Basketball, Baseball/Softball, Hockey and Cross Country/Track)
3. Basketball coaches below 9th grade level may divide time between boys and girls at the discretion of the district.

In the event that a head coach/advisor and an assistant coach/advisor agree to combine the assignment duties, the School District will add the 2 salaries together and divide them evenly. Each coach/advisor shall be placed at the appropriate salary assignment.

~~It is the intent to review the Athletic Assignments and Other Assignments amounts in the next contract negotiations scheduled for 2017-2019.~~

Pay involves the full season for the activity - including pre-school, vacations, and post school practices.

ATHLETIC ASSIGNMENTS

Exp. 0-4 yrs. 5-9 yrs. 10+ yrs.

Football

Head	\$4,298	\$4,568	\$4,865
Asst.	\$3,056	\$3,272	\$3,515
7-8	\$2,192	\$2,354	\$2,543

Boys Basketball

Head	\$4,298	\$4,568	\$4,865
Asst.	\$3,056	\$3,272	\$3,515
7-8	\$2,192	\$2,354	\$2,543

Wrestling

Head	\$4,298	\$4,568	\$4,865
Asst.	\$3,056	\$3,272	\$3,515
7-8	\$2,192	\$2,354	\$2,543

Girls Basketball

Head	\$4,298	\$4,568	\$4,865
Asst.	\$3,056	\$3,272	\$3,515
7-8	\$2,192	\$2,354	\$2,543

Track: Boys-Girls Combined

Head	\$3,974	\$4,190	\$4,433
Asst.	\$2,732	\$2,894	\$3,083
7-8	\$2,111	\$2,219	\$2,354

Cross Country: Boys-Girls Combined

Head	\$3,407	\$3,623	\$3,839
Asst.	\$2,435	\$2,624	\$2,786

0-4 yrs. 5-9 yrs. 10+ yrs.

Volleyball

Head	\$3,974	\$4,190	\$4,433
Asst.	\$2,732	\$2,894	\$3,083
7-8	\$2,165	\$2,273	\$2,435

Baseball

Head	\$3,731	\$3,947	\$4,433
Asst.	\$2,732	\$2,894	\$3,083
7-8	\$2,111	\$2,219	\$2,354

Gymnastics

Head	\$3,974	\$4,190	\$4,433
Asst.	\$2,732	\$2,894	\$3,083
7-8	\$2,165	\$2,273	\$2,435

Golf: Boys-Girls Combined

Head	\$3,407	\$3,623	\$3,839
Asst.	\$2,435	\$2,624	\$2,786

Softball

Head	\$3,407	\$3,623	\$3,866
Asst.	\$2,462	\$2,624	\$2,786
7-8	\$2,111	\$2,273	\$2,354

Hockey: Boys-Girls

Head	\$4,298	\$4,568	\$4,865
Asst.	\$3,056	\$3,272	\$3,515

1. Experience is based on number of years coached while the sport is on an interscholastic basis.
2. A coach may move from a boys' or girls' sport to another boys' or girls' sport without loss of experience. Only experience in a like sport may be transferred. Like sports are: Basketball, Baseball/Softball, Hockey and Cross Country/Track)
3. Basketball coaches below 9th grade level may divide time between boys and girls at the discretion of the district.

In the event that a head coach/advisor and an assistant coach/advisor agree to combine the assignment duties, the School District will add the 2 salaries together and divide them evenly. Each coach/advisor shall be placed at the appropriate salary assignment.

Other Assignments List for 2017-2018
2015-2017

Appendix B

School Paper		\$ 2,245
School Play Director		\$ 3400 3,065
Technical Assistant		\$ 1,950
Vocal Assistant		\$ 2,110
Instrumental Assistant		\$ 1,590
Middle School Play		\$ 1,590
Yearbook 9-12		\$ 2,810
Yearbook 5-8		\$ 1,625
Yearbook K-4		\$ 1,625
Speech		\$ 2,650 2,115
Speech Assistant		\$ 2,100 1,905
One-Act or Winter Play		\$ 1,810
One-Act or Winter Play Assistant		\$ 1,260
Student Council		\$ 2,160
Middle School Student Council		\$ 1,170
M.S./H.S.	Extra Study Hall Assignment over 6.5 periods	\$ 2,832.50 2,665
	Extra Class Assignment over 6.5 periods	\$ 3,555 3,110
Elementary	Daily Student contact beyond 315 minutes	\$ 13.50 42.00 per day
	Daily Student contact beyond 330 minutes	\$ 23.00 20.00 per day
	Daily Student contact beyond 350 minutes	\$ 34.00 30.00 per day
Computer Coordinators	Coordinator 1	\$ 2,265
	Coordinator 2	\$ 2,265
	Coordinator 3	\$ 2,265
Elementary Cafeteria Supervision		\$16.50 per hour
Grade Level Chairperson		\$ 1,085
Special Ed. Dept. Chairperson		\$ 1,655
Asst. to Principal	Winfair (dependent on time commitment)	\$6,330 or \$ 2,365
Junior/Senior Prom		\$ 1,265
F.F.A. Advisor		\$ 2,650 1,830
Senior High Vocal		\$ 2,335
Pop Group		\$ 1,580
Senior High Band		\$ 2,335
Jazz Band		\$ 1,545
Band-Athletic Events		\$ 2,010
Pep Club Advisor		\$ 1,625
Knowledge Bowl 9-12		\$ 1,430
Knowledge Bowl Assistant 9-12		\$ 1,170
Knowledge Bowl 6-8		\$ 1,275
Knowledge Bowl Assistant 6-8		\$ 1,070
Fall Cheerleader Advisor		\$ 1,535
Winter Cheerleader Advisor		\$ 1,380
Strength and Conditioning Advisor		\$ 1,170
National Honor Society		\$ 965
Academic Decathlon		\$ 2,265
S.A.D.D. Advisor		\$ 530
Elem. Math Masters Advisor		\$ 550
Elem. Music Chimes Group		\$ 550
Business Professionals of America Advisor		\$ 1,590
Web Master		\$ 2,265
Mass Media Advisor	Minimum 20 events	\$ 3,500

YES Group Advisor		\$ 380
Robotics Advisor		\$ 1,330
JH Robotics Advisor		\$ 905
JH Assistant Speech		\$ 1,500
ASD Licensure and Consulting Requirement (as long as required by state)		\$ 1,250
FFA Assistant		\$ 2,000

Other Assignments List for ~~2018-2019~~ 2017-2018

Appendix B

		2017-2018 Old Amounts	2018-2019 New Amounts
School Paper		\$2,245	\$2,425
School Play Director		\$3,400	\$3,672
Technical Assistant		\$1,950	\$2,106
Vocal Assistant		\$2,110	\$2,279
Instrumental Assistant		\$1,590	\$1,717
Middle School Play		\$1,590	\$1,717
Yearbook 9-12		\$2,810	\$3,035
Yearbook 5-8		\$1,625	\$1,755
Yearbook K-4		\$1,625	\$1,755
Speech		\$2,650	\$2,862
Speech Assistant		\$2,100	\$2,268
One-Act or Winter Play		\$1,810	\$1,955
One-Act or Winter Play Assistant		\$1,260	\$1,361
Student Council		\$2,160	\$2,333
Middle School Student Council		\$1,170	\$1,264
M.S./H.S.	Extra Study Hall Assignment over 6.5 periods	\$2,832.50	\$3,059
	Extra Class Assignment over 6.5 periods	\$3,555	\$3,839
Elementary	Daily Student contact beyond 315 minutes	\$13.50 per day	\$14.58 per day
	Daily Student contact beyond 330 minutes	\$23.00 per day	\$24.84 per day
	Daily Student contact beyond 350 minutes	\$34.00 per day	\$36.72 per day
Computer Coordinators	Coordinator 1	\$2,265	\$2,446
	Coordinator 2	\$2,265	\$2,446
	Coordinator 3	\$2,265	\$2,446
Elementary Cafeteria Supervision		\$16.50 per hour	\$17.82 per hour
Grade Level Chairperson		\$1,085	\$1,172
Special Ed. Dept. Chairperson		\$1,655	\$1,787
Asst. to Principal	Winfair (dependent on time commitment)	\$6,330 or \$2,365	\$6,836 or \$2,554
Junior/Senior Prom		\$1,265	\$1,366
F.F.A. Advisor		\$2,650	\$2,862
Senior High Vocal		\$2,335	\$2,522
Pop Group		\$1,580	\$1,706
Senior High Band		\$2,335	\$2,522

Jazz Band		\$1,545	\$1,669
Band-Athletic Events		\$2,010	\$2,171
Pep Club Advisor		\$1,625	\$1,755
Knowledge Bowl 9-12		\$1,430	\$1,544
Knowledge Bowl Assistant 9-12		\$1,170	\$1,264
Knowledge Bowl 6-8		\$1,275	\$1,377
Knowledge Bowl Assistant 6-8		\$1,070	\$1,156
Fall Cheerleader Advisor		\$1,535	\$1,658
Winter Cheerleader Advisor		\$1,380	\$1,490
Strength and Conditioning Advisor		\$1,170	\$1,264
National Honor Society		\$965	\$1,042
Academic Decathlon		\$2,265	\$2,446
S.A.D.D. Advisor		\$530	\$572
Elem. Math Masters Advisor		\$550	\$594
Elem. Music Chimes Group		\$550	\$594
Business Professionals of America Advisor		\$1,590	\$1,717
Web Master		\$2,265	\$2,446
Mass Media Advisor	Minimum 20 events	\$3,500	\$3,780
YES Group Advisor		\$380	\$410
Robotics Advisor		\$1,330	\$1,436
JH Robotics Advisor		\$905	\$977
JH Assistant Speech		\$1,500	\$1,620
ASD Licensure and Consulting Requirement	(as long as required by state)	\$1,250	\$1,350
FFA Assistant		\$2,000	\$2,160

**EXTRA DUTY ASSIGNMENTS for
2017-2019 ~~2015-2017~~**

Appendix B

<u>Football</u>	
P.A.	\$30.00
Chain Gang	\$26.50
Scoreboard	\$26.50
Ticket Sellers	\$26.50
Ticket Takers	\$26.50
General Duty	\$25.00
Concessions	\$25.00
Parking Attendant	\$25.00
B-Squad Refs.	\$34.00
B-Squad Scoreboard	\$26.50
9th grade Refs .	\$34.00
9th Grade Scoreboard	\$26.50

<u>Basketball</u>	
Scorer	\$34.00
Timer	\$34.00
P.A .	\$30.00
Ticket Sellers	\$26.50
Ticket Takers	\$26.50
General Duty	\$25.00
J.V. Refs.	\$34.00
9th Grade Refs.	\$34.00

<u>Wrestling</u>	
Scorer	\$34.00
Timer	\$34.00
P.A.	\$30.00
Ticket Seller	\$26.50
General Duty	\$25.00

<u>Track</u>	
Announcer	\$30.00
Clerk of Course	\$30.00
Timers	\$30.00
Pole Vault	\$30.00
High Jump	\$26.50
Long Jump	\$26.50
Discus	\$26.50
Starter	\$30.00
Scorer	\$30.00
Shot Put	\$26.50

<u>Other</u>	
Filming at Games	\$34.00
Dance Chaperones	\$34.00

<u>Gymnastics</u>	
Scorer-Manager	\$34.00
Scorer-Manager-Asst.	\$30.00
Ticket Seller	\$26.50

<u>Volleyball</u>	
Scorer	\$34.00
Timer	\$30.00
Ticket Seller	\$26.50
General Duty	\$25.00
Line Judge	\$25.00

<u>General Duty</u>	
Class Play	\$25.00
Band Concerts	\$25.00
Choral Concerts	\$25.00
Commencement	\$25.00
Grade Level Orientations outside of the contract time	\$50.00
Saturday School Supervision (minimum of \$20)	\$75.00

The amounts listed are the minimum amounts that can be paid for these assignments. It is the right of the Activities Director, after consultation with administration, to increase these amounts as needed to fill the assignments

ABE/ECFE/SR TEACHERS' SALARY SCHEDULE

~~Salary Schedule 2015-2016~~

<u>Years of Experience</u>	<u>Salary</u>
0-1	\$24.69/hr.
2-5	\$28.23/hr.
6-9	\$28.87/hr.
10+	\$29.48/hr.

Salary Schedule 2017-2018

<u>Years of Experience</u>	<u>Salary</u>
0-1	\$26.76/hr.
2-5	\$30.45/hr.
6-9	\$31.12/hr.
10+	\$31.76/hr.

~~Salary Schedule 2015-2016~~

<u>Years of Experience</u>	<u>Salary</u>
0-1	\$25.75/hr.
2-5	\$29.44/hr.
6-9	\$30.11/hr.
10+	\$30.75/hr.

Salary Schedule 2018-2019

<u>Years of Experience</u>	<u>Salary</u>
0-1	\$28.14/hr.
2-5	\$31.83/hr.
6-9	\$32.50/hr.
10+	\$33.14/hr.

This contract should not be used for
student teachers, interns, or substitute
teachers.

**TEACHER CONTRACT FOR MINNESOTA
PUBLIC SCHOOL DISTRICTS**

The School Board of Independent School District No. 0177 of the State of Minnesota, Windom, Minnesota, enters into this contract, pursuant to M.S. 122A.40, as amended, with .(Name of Teacher)., a legally qualified licensed teacher who agrees to teach in the public schools of said district as .(General Assignment).

The following provisions shall apply and are a part of this contract:

1. **Basic Services:** Said teacher shall faithfully perform the services prescribed by the school board, or its designated representative, whether or not such services are specifically described in this contract, abide by the rules and regulations as established by the school board and the State of Minnesota, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach for the school district as assigned in such grades or subjects for which the teacher has the necessary license.
2. **Duration:** This contract is subject to the provisions of M.S. 122A.40, as amended, and to all laws, rules, and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination, and discharge for cause of teachers. Thereafter, this contract shall remain in full force and effect except if modified by mutual consent of the school board and the teacher or unless terminated as provided by law, or by written resignation pursuant to M.S. 122A.40.
3. **Duty Year:** The teacher's duty year and vacation days shall be as adopted by the school board, and the teacher agrees to teach on those legal holidays on which the school board is authorized to conduct school if the school board so determines. In the event a duty day is lost due to any emergency, the teacher agrees to perform duties on such other day in lieu thereof as determined by the school board.
4. **Additional Services:** The school board, or its designated representative, may assign the teacher to extracurricular, cocurricular, or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph 1. Said extracurricular, cocurricular, or other assignments may be described in paragraph 6 of this contract or by letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The school board, or its designated representative, may make any additions or amendments during the duty year as shall be necessary. Said extracurricular, cocurricular, or other assignments and compensation, if any, for such assignment shall not become a part of the teacher's Continuing Contract rights unless the words, "continuing contract," are recorded immediately following the assignment.
5. **Reference:** This contract shall be subject to the agreement between the school district and the exclusive representative, if any, and the provisions of the Public Employment Labor Relations Act, as amended.
6. **Special Provisions:** (Insert here any other contractual provisions).

In addition, said teacher agrees to perform the following additional services for the additional salary indicated.

Additional Service	Additional Compensation
1.	\$
2.	\$
3.	\$

7. In consideration thereof, the school board agrees to pay said teacher the following annual salary:
 \$For basic services
 \$For additional services as set forth in paragraph 6
 \$Total salary, exclusive of fringe benefits

Such salary shall be paid as authorized and in such installments during the term of the year as may be determined by appropriate school board regulation. This contract shall be effective only after it has been authorized by the school board in appropriate action, recorded in its minutes, and executed by the parties.

IN WITNESS THEREOF I have subscribed my signature this day of....., 20__.

Teacher.....

IN WITNESS THEREOF we have subscribed our signatures this day of, 20__.

INDEPENDENT SCHOOL DISTRICT NO. 0177

Chairperson.....

Clerk.....

WHITE – Board's Copy
GREEN – Teacher's Copy

GRIEVANCE MEDIATION AGREEMENT

The undersigned parties have agreed to submit the attached grievance to grievance mediation, which shall be governed by the following procedure:

1. Any waiver of grievance timelines shall terminate with the termination of the grievance mediation procedure. (See Paragraph 7, below.)
2. The parties shall request that the Commissioner of the Bureau of Mediation Services (BMS) assign a mediator at the earliest possible date, and that the site and date for the grievance mediation be established by the BMS.
3. No more than one day shall be established for the purpose of conducting grievance mediation, unless otherwise agreed by the Association and the School District.
4. The parties shall be free to determine who will represent them in grievance mediation.
5. The parties shall be responsible for their own expenses related to the mediation.
6. The mediator or the BMS shall not be empowered to compel a settlement upon the parties.
7. The grievance mediation process shall terminate when a) the mediator determines that settlement is not eminent; b) either party indicates their desire to disengage from mediation by serving written notice to the other party and to the BMS; or c) the parties reach a settlement.
8. If a settlement is not reached, proposals, offers, counter offers, statements or any discussion taking place during the mediation shall not be used in grievance arbitration. The mediator shall not be eligible to arbitrate the instant grievance and shall be prohibited from sharing any information or conferring with an arbitrator relative to the instant grievance.
9. If a settlement is reached, the parties shall commit the agreement to writing which shall be dated and signed by the parties. The signed agreement shall be binding on the parties.

ASSOCIATION REPRESENTATIVE

By _____

DATE: _____

EMPLOYER REPRESENTATIVE

By _____

DATE: _____

GRIEVANT _____

DATE: _____

MINUTES – BOARD GOAL PLANNING SESSION – AUGUST 21, 2017

The Windom Board of Education met in a goal planning session at 6:30 p.m. on Monday August, 21, 2017 at Windom city Council Chambers. Members present: Bordewyk, Brugman, Frederickson, Hunter, Jones, Stevens and Supt. Wormstadt. Absent: LaCanne. Chair Hunter opened the meeting with the Pledge of Allegiance.

MSP Bordewyk/Jones to approve the agenda.

Results of the MSBA board self evaluation were reviewed. Results show we have a good board, work well together and are working hard on maintaining an exceptional school district.

2016-17 Windom Area School Goals were reviewed.

Goal #1 - Academic goal - provided by Q-comp

Goal #2 – Facilities use and space needs.

1. Presentation to community and staff on Facility Task Force recommendations and next steps,
2. Continue to engage staff and community in identifying additional district needs,
3. Continue to engage staff and community in identifying additional community needs

Items 1-3 have been worked on and are ongoing.

4. Continue to engage staff and community in developing solutions with cost estimates -

Community engagement and communication plan goal approved at the July 10 2017 board meeting was included as a more detailed outline to follow. The new website is up and running. A few items will be tweaked to make accessibility easier.

Discussed contracting with Dawn Zimmerman for a presentation in September/October 2017 on how social media can be used to inform public of school district events and school district branding. Discussed doing presentations to community organization, holding Saturday AM “coffee” at area restaurants and formal presentations at city council chamber, articles in newspaper, KDOM radio programs and holding a parent engagement night. Supt. Wormstad will be building a schedule regarding community group meetings.

Discussion was held on item #4 Increase Community/Public access to board business and material. District will continue to hold meetings at council chamber with live broadcasts and archive meetings on youtube. Agendas and minutes will continue to be posted on the website.

Question was asked regarding Sept/Oct being a realistic timeline to meet with Dawn Zimmerman? Buildings and Grounds timeline with Kraus Anderson and ISG meetings in Oct/Nov was discussed. B/G will be very busy the end of Sept to Dec regarding facility meetings. Survey will be given to staff with results back by Sept 10th, hold CTE program site visits to New Ulm, St. Peter and Sioux Falls with business leaders and meetings with daycare providers.

The Foundation goal is the 4th goal brought forward from last year. Foundation goal is not completed. Jones stated board may need to start over as some people have dropped off that were interested and we do not have the number suggested by SWIF. Continuing with goal 2 steps 4 and 5 and community engagement will take up a lot of time. There would be three goals which includes Q-Comp. In past years, board has done three goals. Not suggesting to abandon Foundation just put on back burner for a year and start with a fresh approach after one year.

Discussion went back to staff survey with follow up questions returned by Sept 15th, holding day care provider meeting, business leader meeting regarding CTE and career pathways discussion – set up two visits to CTE sites - looking at inviting manufacturing heads to visit sites. Medical is another area identified by DEED as having a shortage of workers. Teaching is the last area identified.

Committee meetings start on Oct with KA and ISG. How big do we want the committee – KA would like it at about 30 and ISG would like approximately 10 members. The Outline of Project Planning Activities provided by KA was reviewed.

Board alluded to Facilities planning committee studies needs, solutions costs and Confirm findings and develop facility options for review be completed by Dec 15th and reported to board. Local attorney is researching Winfair property to see if there are agreements on green space at Winfair specifically with the fairboard for parking.

Discussed Dec 15th through Jan 30th school board review of preliminary findings.

Tax impact sample information to Facility Committee and board prior to Nov.

Facility Task Force work on options was good work – want to build on that information.

Meet with Service Cooperative regarding willingness to enter into a long term lease with draft parameters by Dec.

Hunter questioned if there would be time to meet with Dawn Zimmerman or put this off until spring.

Buildings and Grounds will be meeting with KA & ISG every other week in Oct & Nov. Sept 30 through Dec 15th – board will be building a plan to present to MDE in Feb 1st.

Jones questioned if meeting with Zimmerman would be something that will help the communication plan? B/G will be too busy. Have to make sure board is all on the same page. District needs to focus on one thing and do it well. Communication plan with 7 board members is a lot of commitment. Looking at possible referendum vote on May 8th

Discussed transferring contracting with Dawn Zimmerman and researching digital platforms for board materials item until next year.

Dec 15th to Jan 30th do a professional survey on tax tolerance of the community.

Guidelines board wants to see from community committee needs to be finalized by Oct 1st. Is this something the entire school board will do or B/G committee? Want committee to focus on what the school board priorities are. If there are other areas for the committee to look at that would be fine

Need to develop a plan for facilities maintenance along with elementary needs with an end date. If board decides on Jan 28th and we are not ready, that is ok. Facilities Use and Spaces Needs #4 and 5 are goals and need to have deadlines to work toward. Sometime we do not make goals. Discussed mid-Feb for #4 and election date would be completing #5.

Tentative community meetings for KA and ISG are Oct 5, Oct 17 Nov 7th and Nov 14 starting at 6: p.m. with Nov 30th as an alternate night.

Committee needs to digest information that we have and continue on with it. Information may change after new details are included. Committee may throw everything out and start over.

KA feels this is a realistic timeline regarding work that has been done.

Other tasks to be completed are working with SWWC Service Coop – one board members along with supt – would like other board members not B/G members and Brugman - due to conflict. Brugman may be off SWWCSC board

as term is up. Work with SC to develop a solid plan and share with Facilities Committee by Nov 1st. Look at long term SC lease. Timeline would be similar to KA/ISG timeline. Jones would be willing to help out but need to know ahead of time if these are day meetings.

Chair Hunter reiterated two goals coming out of this meeting:

*Continuation of Facilities Use and Space Needs Goal – steps 4 & 5. Step 4 include timeline with KA & ISG with a deadline of Feb. 1 and Step 5 set Aug 1, 2018 deadline.

*Community engagement and communication goal - eliminate steps 1b and 4b.

*District Academic Goal would be #1. This is set annually by QComp and approved by the school board.

Goals will be presented at Aug 28th meeting.

There being no further business, the meeting adjourned at 7:32 p.m.

Clerk

Attest: _____

Clerk

Chair



Windom Area Schools

District Office
PO Box 177
Windom, MN 56101

Phone: 507-831-6901
Fax: 507-831-6919
Website: www.windom.k12.mn.us

Windom Area Middle/High School
Winfair Elementary

Phone: 507-831-6910 Fax: 507-831-6909
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Draft 8/22/16
Approved 9/26/2016
Reviewed 8/21/2017
Report 8/28/2017

Board Goal Setting Results

Purpose: The Windom School Board will set annual goals for district wide improvement.

Process: (Dates may be moved back 1-2 weeks depending on release of MCA Data by MDE)

Review progress of goals on or before August regular board meeting
Annual progress report on goals in August
Special goal setting meeting week after August regular board meeting
Public review of goals at August Work Session
Approval of goals in September
February work session review progress of goals

Goals for 2016-17

1. District Academic Goal

Goal (set annually with QCOMP Council and approved by School Board):

MCA Goals -- 2016-2017 MCA Goal: The percentage of all students in grades 3-8 and 10 enrolled October 1 in the Windom School District who earn achievement levels of Meets the Minnesota Academic Standards or Exceeds the Minnesota Academic Standards:

- on all reading accountability tests will increase 3.3% from a combined percentage of 56.5 % in 2016 to a combined percentage of 59.8% in 2017.
- on all math accountability tests will increase 1% from a combined percentage of 61.0% in 2016 to a combined percentage of 62.0% in 2017
- on all science accountability tests will increase 1.2% from a combined percentage of 59.1% in 2016 to a combined percentage of 60.3% in 2017.

Star Standard Growth Percitile Goal – targets students meeting expected growth:

- **READING:** 70% of all students in grades K-11, enrolled by October 1 of the 2016-2017 school year, will achieve an SGP of 35 or better on the STAR Early Literacy or STAR Reading Assessment by May 2017.
- **MATH:** 70% of all students in grades K-11, enrolled by October 1 of the 2016-2017 school year, will achieve an SGP of 35 or better on the STAR Math Assessment by May 2017.

2. Facilities Use and Space Needs

Goal:

Develop the Community's Vision for the Future of the Windom Public School District Facilities.

Date Due: Complete tasks 1-3 by August 1, 2017.

Responsible Parties: Full Board, Buildings and Grounds Committee, Superintendent Wormstadt and Director of Buildings and Grounds Doug Holtz

The Windom School District Buildings and Grounds committee based on Facility Task Force recommends the following items should be done to meet the district goal to:

1. Presentation to community and staff on report and next steps
2. Continue to engage staff and community in identifying additional district needs
3. Continue to engage staff and community in identifying additional community needs
4. Continue to engage staff and community in developing solutions with cost estimates
5. School board selects and presents viable solutions with community support

UPDATE:

Tasks 1-3 completed and start of task 4.

Have hired Kraus Anderson for Construction Management and IS-Group for Architecture and Engineering of a potential Project.

3. Community Engagement and Communication plan

Goal:

Develop ongoing communication plan that engages the parents, community members and local government agencies to build collaboration and partnerships for the future of our students.

Date due: July 1, 2017

Responsible Parties: Full Board and Superintendent Wormstadt

UPDATE: Plan outline approved.

Social Media

- a. New website online August 2017
- b. Contract with Dawn Zimmerman (September/October 2017)
 - i. Build Social Media Plan
 - ii. Branding of school
 - iii. Other?
- c. Use Social Media and digital access to drive following items

Outreach with public

- d. Board/Superintendent hold Saturday morning coffees (monthly)
- e. Board/Superintendent visit, present and answer questions with community groups on annual basis
 - i. Lions, Chamber, EDA, Senior Dining, Kiwanis, Ministerial, etc.
- f. What is happening in our schools Teachers/Principals/Superintendent/Board on specific topic (Grow Lab, Parent Engagement Night, etc.)
 - i. Column for Citizen
 - ii. Kaleidoscope
 - iii. Public Presentation

Collaboration with local Gov't

- g. Build upon City-County-School meetings
 - i. In progress

Increase Community/Public access to board business and materials

- h. Continue live meeting broadcast and YouTube archiving of meetings
 - i. Make YouTube videos more accessible on website
- i. Meeting Materials and Documents
 - i. Research digital platforms for easy access and research of board topics, discussion and documents from previous meetings

4. Windom School Foundation

Goal:

Finish Windom Area School District Foundation.

Date due: March 1, 2017

Responsible Parties: Led by Barb Jones, Don Brugman and Superintendent Wormstadt

UPDATE:

Not Complete - Board would no like to delay this goal until the facility questions are answered.



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Draft 8/28/2017

Approved
Reviewed
Report

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Process: (Dates may be moved back 1-2 weeks depending on release of MCA Data by MDE)

- Review progress of goals on or before August regular board meeting
- Annual progress report on goals in August
- Special goal setting meeting week after August regular board meeting
- Public review of goals at August Work Session
- Approval of goals in September
- February work session review progress of goals

Goals for 2017-18

1. District Academic Goal

**Goal (set annually with QCOMP Council and approved by School Board): PENDING REPORT
September Reuglar meeting**

MCA Goals -- 2016-2017 MCA Goal: The percentage of all students in grades 3-8 and 10 enrolled October 1 in the Windom School District who earn achievement levels of Meets the Minnesota Academic Standards or Exceeds the Minnesota Academic Standards:

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2. Facilities Use and Space Needs

Goal:

Develop the Community's Vision for the Future of the Windom Public School District Facilities.

Date Due: Complete tasks #4 by February 1, 2018 and Step #5 by May 8, 2018.

Responsible Parties: Full Board, Buildings and Grounds Committee, Superintendent Wormstadt and Director of Buildings and Grounds Doug Holtz

The Windom School District Buildings and Grounds committee based on Facility Task Force recommends the following items should be done to meet the district goal to:

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4. Continue to engage staff and community in developing solutions with cost estimates
5. School board selects and presents viable solutions with community support

3. Community Engagement and Communication plan

Goal:

Develop ongoing communication plan that engages the parents, community members and local government agencies to build collaboration and partnerships for the future of our students.

Date due: July 1, 2018

Responsible Parties: Full Board and Superintendent Wormstadt

Plan items are to be instituted by July, 2018 except where noted.

Social Media

- a. New website online August 2017
- b. Contract with Dawn Zimmerman start summer of 2018
 - i. Build Social Media Plan
 - ii. Branding of school
 - iii. Other?
- c. Use Social Media and digital access to drive following items

Outreach with public

- d. Board/Superintendent hold Saturday morning coffees (monthly)
- e. Board/Superintendent visit, present and answer questions with community groups on annual basis
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 - i. Research digital platforms for easy access and research of board topics, discussion and documents from previous meetings

DRAFT