

BECKER PUBLIC SCHOOLS

School Board Meeting Agenda

Monday, September 13, 2021 at 6:30 PM

Regular Meeting

Teaching & Learning Center, Becker High School

12000 Hancock Street

Becker, MN 55308

1. PROCEDURAL ITEMS

- A. Call to Order
- B. Pledge of Allegiance
- C. Agenda
- D. Recognition of Visitors and Public Forum
 - I. Presentation by Northwest Talent Academy-Gifted and Talented

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- II. Presentation by Dylan's Hope

2. REPORTS

- A. Superintendent's Report

1. Fall Staff Development was very successful throughout the district and within each building. Many staff members expressed to me that they appreciated bringing in Erin Walsh from the Spark and Stitch Institute. Erin did a great job with discussing student motivation with our staff. It was great to have a pretty normal week of staff workshops. Prior to all staff returning, our teacher mentor program, led by Minda Anderson, was held and involved a number of introductory lessons on district initiatives with our new teaching staff. In addition, our community was introduced to new staff through our August Chamber of Commerce meeting.

2. Minda Anderson and I attended the HD15B meeting on Wednesday evening at KJ's Refuge. Betsy Armstrong spoke, as did Jim Neuberger and Representative Shane Mekeland.

3. MSBA's 2021 survey of school districts shows 34 districts will be asking voters for help with building projects and capital project levies at the general election on November 2. Of those 34 districts, 11 questions will ask for capital project levies for technology.

Another 42 school districts will be asking for operating levy funding. Of those 42 requests, 12 districts are simply asking to renew current operating levies.

The 51 bond and capital levy questions so far this year (through November) are much higher than the 23 questions that went to voters in 2020, but 2019 still holds the record with 63 districts asking for bond or capital levy projects.

?The 42 operating levies this year are also much more than the 33 levy requests in 2020 and almost as many as the 45 requests in 2019.

4. As one of these 34 districts, Becker Public Schools have kicked off their informational campaign for the upcoming November 2nd election. A large amount of information is on our referendum website www.BulldogsStrong.com. I encourage everyone to follow Becker Public Schools on Facebook and/or Twitter or to visit the website. We will be holding an open house meeting on Tuesday, October 12th from 5:30-7:00 pm in the High School Commons. Absentee voting begins on Friday, September 17th. You can request a ballot by stopping into the District Office during business hours or emailing Angela Oswald at aoswald@isd726.org or you can visit www.BulldogsStrong.com

for more information.

5. Moses from MN Family Council will be presenting at the October regular board meeting. MFC is a non-partisan organization dedicated to strengthening family. The information presented will be informal and similar to the presentation by Outfront MN.

6. I had the pleasure of being invited to the Becker All School Reunion last week at Pebble Creek Golf Club. It was a wonderful opportunity to see graduates from the 1940's through today. They are a wonderful group that has done great things to lay the groundwork for the success and opportunities our children have today.

B. Committee Reports	
C. Board & Administrator	
3. CONSENT AGENDA	
A. Minutes	18
B. Financial Report	25
C. Disbursements	
D. Personnel	26
I recommend approving the personnel items as presented.	
E. Transportation Contract 21-22, 22-23, 23-24	30
I along with the transportation negotiations committee (Aaron, Sarah, Ryan) recommend approving the transportation contract as presented. The final percentage increase is 2.58%	
F. Fundraisers	56
The fundraiser applications that were approved and the fundraiser amounts are presented. Policy 511 states that, "The superintendent shall report to the school board, at least annually, on the nature and scope of student fundraising activities approved pursuant to this policy."	
G. Resolution: Health and Safety	57
Working with MSBA, This resolution approves the school board to provide Superintendent, Jeremy Schmidt to make decisions that may need to be done prior to a regular board meeting due to constant and potential quick changes within the COVID-19 Pandemic.	
I recommend approval of this Health and Safety resolution.	
H. Truth-in-Taxation Hearing: December 6, 2021, 6:30 PM	
Minnesota's Truth in Taxation Law requires school districts to provide a public hearing before adopting a tax levy for the following year. This meeting must take place between November 25th and December 28th of 2021. I recommend holding the annual Truth in Taxation meeting during our regular meeting on December 6th, 2021 at 6:30 pm.	
4. GIFTS	59
Policy 706 Acceptance of Gifts permits the school board to accept donations or gifts under the terms of the policy. I recommend accepting the gifts as described on the enclosure.	
5. HEALTH INSURANCE RECOMMENDATIONS	60
I, along with members of the insurance committee, recommend approving the insurance increase and rates proposed.	
6. GENERAL FUND TRANSFER	2

The transfer of funds is due to a shortfall in revenues in three areas. Kevin Januszewski and I recommend approval of the transfer of \$75,000 to School Readiness, \$6,000 to Early Childhood Screening and \$30,000 to Community Education from the General Fund (Retroactive to June 30)

7. FIRST READINGS

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MSBA typically recommends policies from the latest legislative changes. The following policies are updated by MSBA and recommended revisions to align with new laws passed by state and federal government. We have not made changes to the following policies for some time and MSBA has updated them multiple times since our last updates.

Policy 102, Equal Educational Opportunity adds contact information as directed by MDE;

Policy 406, Public and Private Personnel Data updates definitions, clarifies information about applicants, and re-aligns some provisions;

Policy 413, Harassment and Violence, updates language and aligns with Minnesota Statutory Law;

Policy 501, School Weapons Policy, adds language to definition of 'weapon' to align with MN statute, adds referral to law enforcement, clarifies provisions on p. 3, and revises citations;

Policy 524, Internet Acceptable Use and Safety Policy, revises policy to reflect recent U.S. Supreme Court opinion in Mahoney, and updates citations. I recommend these first readings. School board action is not required.

8. NOVEMBER SCHOOL BOARD MEETING

9. PRELIMINARY LEVY 2021 PAYABLE 2022

138

The levy certification documents for Minnesota's public schools have been issued.

The first "levy run" typically contains errors. Kevin Januszewski will work with MDE to correct the calculations over the next few weeks. He will review the preliminary Payable 2022 levy information at the school board meeting.

The Pay 22 Preliminary Levy is comparable to the Pay 21 Levy, with a slight decrease possible. I recommend approving the maximum preliminary certification.

A presentation covering the 21-22 budget and the Payable 22 Levy will be provided during the December regular board meeting. The final levy amount will be approved by the board at that time.

10. RESOLUTIONS: MSBA DELEGATE ASSEMBLY

11. CLOSED SESSION: DISCUSS NEGOTIATIONS

12. ADJOURN

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NWTA

Northwest Talent Academy



NWTA is...

summer programming (Gr 2-8)

identified high potential learners

fast-paced, challenging, engaging

What is G/T
&
High Potential?



A Look Back...

Summer
2018

Monti Talent
Development Camp
(2 weeks)

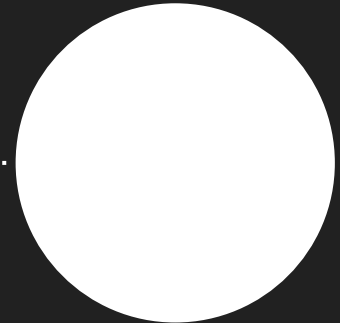
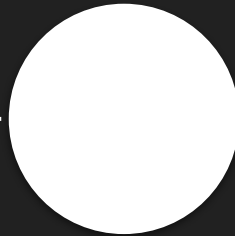
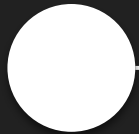
Fall 2018

Invited neighboring
districts to
collaborate

Summer 2019

NWTA ran three
weeks at MHS

Summer 2020



2020-2021 Collaborating Districts

Annandale

Elk River Area Schools

Becker

Maple Lake

Big Lake

Monticello

Buffalo-Hanover-Montrose

STMA

June 2021

MHS hosted the second
year of the
Northwest Talent
Academy
for four weeks



NWTA

- 23 Different Classes
- 13 Teachers & 5 Assistants
- 271 Students
- 475 Enrollments

Student Breakdown by District

Annandale (27) Elk River Area Schools (50)

Becker (24)

Maple Lake (7)

Big Lake (16)

Monticello (88)

Buffalo-Hanover-Montrose (11)

STMA (47)

Grants/Scholarship Breakdown

Big Lake (2)

Maple Lake (9)

Monticello (7)

Testimonials

My son was disappointed I signed him up for NWTA. He thought it would be a waste of money. The great thing is... He ended up really enjoying the class!! I asked him if he would take more classes next summer, and he said YES!!

Testimonials

Keep continuing with it. Gifted and high functioning learners have so little in our district, this is a breath of fresh air.

NWTA Classes

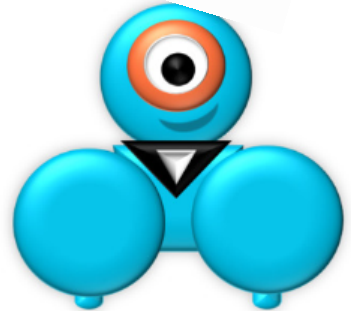


CHRIS COLFER'S
THE LAND OF STORIES

CRIMEBUSTERS



MYTH WORLD



Let's take a look!

Student Promo

Questions?

Chair Jurek called the work session of the School Board of District #726 to order on the 26th day of July, 2021 at 5:30 p.m. in the Teaching & Learning Center.

Roll Call.

Members present: Cindy Graham, Aaron Jurek, Ryan Obermoller, Connie Robinson, Sarah Schafer, Mark Swanson

Members absent: None

Others present: Jeremy Schmidt, Superintendent
Kevin Januszewski, Director of Business Services

ICS Consulting and MLA Architects presented options for future referendums.

The meeting was adjourned at 9:15 p.m.

Aaron Jurek, Chair

Ryan Obermoller, Clerk

Recorder: Angela Oswald

Chair Jurek called the work session of the School Board of District #726 to order on the 29th day of July, 2021 at 5:30 p.m. in the Teaching & Learning Center.

Roll Call.

Members present: Cindy Graham, Aaron Jurek, Ryan Obermoller, Connie Robinson, Sarah Schafer, Mark Swanson

Members absent: None

Others present: Jeremy Schmidt, Superintendent
Kevin Januszewski, Director of Business Services

ICS Consulting and MLA Architects presented options for future referendums.

The meeting was adjourned at 6:45 p.m.

Aaron Jurek, Chair

Ryan Obermoller, Clerk

Recorder: Angela Oswald

Chair Jurek called the regular meeting of the School Board of District #726 to order on the 2nd day of August, 2021 at 6:30 p.m. in the Teaching & Learning Center.

Roll Call.

Members present: Cindy Graham, Aaron Jurek, Ryan Obermoller, Connie Robinson, Sarah Schafer, Mark Swanson

Members absent: None

Others present: Jeremy Schmidt, Superintendent
 Kevin Januszewski, Director of Business Services

Citizen Comments: Betsy Armstrong

Reports, provided by Superintendent Schmidt, Certified & Administration Negotiations Committees

Motion by Mark Swanson, seconded by Ryan Obermoller, to **Approve the Consent Agenda.** Upon roll call vote, motion carried unanimously.

CONSENT AGENDA

MINUTES: July 12, 2021 Regular School Board Minutes

FINANCIAL REPORT

EXPENDITURES					
Fund	2021-22 Budget	July 2021	2021-22 Year-to-Date	Remaining Budget	% Spent
General	35,337,094	977,747	977,747	34,359,347	2.77%
Food Service	1,732,509	11,279	11,279	1,721,230	0.65%
Community Service	1,543,562	39,706	39,706	1,503,856	2.57%
Debt Service	3,426,201	414,308	414,308	3,011,893	12.09%
	\$ 42,039,366	\$ 1,443,040	\$ 1,443,040	\$ 40,596,326	3.43%

DISBURSEMENTS – in the amount of \$1,861,538.31

PERSONNEL

Name	Status	Job Title	Location	Hrs Per Day/FTE	Group	Replacing	Effective	Wage
Cassellius, Alyssa	New	Special Education Teacher	PS	1 FTE	BEA	S. Oeding	08/30/21	BA75/Step 3: \$51,156
Garding, Laura	Extended School Year Assignment	Paraprofessional	Preschool	20er Timecard	MultiUnit	n/a	June/July	Use Current Wage

Harkopf, Alysha	Extended School Year Assignment	Teacher	Preschool	Per Timecard	BEA	n/a	June/July	Per BEA Schedule
Herrman, Karissa	Extended School Year Assignment	Teacher	Preschool	Per Timecard	BEA	n/a	August	Per BEA Schedule
Hoff, Frank	New	Night Custodian	HS	8 Hours Per Day	MultiUnit	M. Hennagir	07/21/21	\$16.41 Per Hour
Hoppe, Megan	Resignation	9th Grade Volleyball Coach	HS	Seasonal	BEA - Schedule C	n/a	07/27/21	n/a
Ihrke, Camie	Change in Assignment	3rd Grade LTS	IS	1 FTE	BEA	S. Yaeger	Fall 2021	Use Current Wage
Jarvi, Curtis	New	Bus Driver	Bus Garage	3.5 Hours Per Day	Transportation	K. Evenson	08/12/21	\$38.33 Per Route
Jensen, Liza	New	Camp Opportunity Lead Staff	PS	2.5 Hours Per Day	Camp Opportunity	n/a	8/1/2021	\$15.72 Per Hour
Klassen, Nicole	Change in Assignment	4th Grade Teacher	IS	1 FTE	BEA	n/a	Fall 2021	Use Current Wage
Knick, Traci	Correction to Previously Approved Hours	Camp Opportunity Lead Staff	PS/IS	Summer: 6-7 Hours Per Day. School Year: 4 Hours Per Day	Camp Opportunity	n/a	07/06/21	\$15.72 Per Hour
Lindquist, Tyler	Resignation	Camp Opportunity Asst.	PS	n/a	Camp Opportunity	n/a	07/12/21	n/a
Rother, Denise	New	Bus Driver	Bus Garage	3.5 Hours Per Day	Transportation	C. Jarvi	08/09/21	\$44.57 Per Route
Schaefer, Sarah	Resignation	Speech Language Pathologist	IS	1 FTE	BEA	n/a	6/30/21	n/a

INDIVIDUAL CONTRACTS: *Directors of Activities (2020-2023), Business Services (2021-2024), Community Education (2020-2023)*

ADMINISTRATOR'S CONTRACT, *2021-2024*

IOWA: *Recommendation Designating the Superintendent as the IOwA (Identified Official with Authority) to Authorize User Access to MDE Secure Websites.*

Motion by Ryan Obermoller, seconded by Sarah Schafer, to ***Accept the Following Gift:*** Becker PTSA donated \$1,750 for Primary School Additional Learning Opportunities. Motion carried unanimously.

Motion by Connie Robinson, seconded by Cindy Graham, to ***Approve the Following Policy Recommendations:***

223	Revised	Strategic Goals
604	Revised	Instructional Curriculum
612.1	Revised	Development of Parent and Family Engagement Policies for Title I Programs
613	Revised	Graduation Requirements
615	Revised	Testing Accommodations
619	Revised	Staff Development for Standards
624	Revised	Online Learning Options
806	Revised	Crisis Management

Motion carried unanimously.

Motion by Ryan Obermoller, seconded by Sarah Schafer, to ***Direct District Administration to Procure the Services of Necessary Project Consultants and to Develop and Submit all Necessary Project-Related Documentation to the MDE for Review and Comment.*** Motion carried unanimously.

The board entered into a ***Closed Session for Superintendent Review*** (7:01 p.m.).

The meeting was adjourned at 8:01p.m.

Aaron Jurek, Chair

Ryan Obermoller, Clerk

Recorder: Angela Oswald

Chair Jurek called the work session of the School Board of District #726 to order on the 18th day of August, 2021 at 5:00 p.m. in the Teaching & Learning Center.

Roll Call.

Members present: Cindy Graham, Aaron Jurek, Ryan Obermoller, Connie Robinson, Sarah Schafer, Mark Swanson

Members absent: None

Others present: Jeremy Schmidt, Superintendent

Motion by Mark Swanson, seconded by Ryan Obermoller, to Approve the Resolution Calling a Special Election. Motion carried unanimously.

The meeting was adjourned at 5:09 p.m.

Aaron Jurek, Chair

Ryan Obermoller, Clerk

Recorder: Angela Oswald

Chair Jurek called the work session of the School Board of District #726 to order on the 18th day of August, 2021 at 5:30 p.m. in the Teaching & Learning Center.

Roll Call.

Members present: Cindy Graham, Aaron Jurek, Ryan Obermoller, Connie Robinson, Sarah Schafer, Mark Swanson

Members absent: None

Others present: Jeremy Schmidt, Superintendent
Principals Dave Kreft, Chantel Boyer, Nat Boyer, Dale Christensen
Asst. Principals Brian Baloun, Ted Aleckson

A presentation by Outfront MN was featured.

Aaron Jurek, Chair

Ryan Obermoller, Clerk

Recorder: Angela Oswald

**BECKER PUBLIC SCHOOLS
MONTHLY FINANCIAL REPORT
August 2021**

EXPENDITURES

Fund	2021-22 Budget	August 2021	2021-22 Year-to-Date	Remaining Budget	% Spent
General	35,337,094	915,441	1,893,188	33,443,906	5.36%
Food Service	1,732,509	45,093	56,372	1,676,137	3.25%
Community Service	1,543,562	126,346	166,052	1,377,510	10.76%
Debt Service	3,426,201	-	414,308	3,011,893	12.09%
	\$ 42,039,366	\$ 1,086,880	\$ 2,529,920	\$ 39,509,446	6.02%

I recommend approving the personnel items as presented (sorted by last name):

Name	Status	Job Title	Location	Hrs Per Day/FTE	Group	Replacing	Effective	Wage
Babler, Jill	Resignation	Transportation Paraprofessional	Bus Garage	2 Hours Per Day	NonUnion	n/a	9/1/21	n/a
Beck, Susan	New	Camp Opportunity Lead Staff	PS/IS	4.5 Hours Per Day	Camp Opportunity	n/a	9/9/2021	\$15.72 Per Hour
Bishir, Heidi	New	Food Service Worker	MS	2 Hours, 20 Min Per Day	NonUnion	B. Larson	09/07/21	\$14.25 Per Hour
Doucette, Kirsten	Resignation	Paraprofessional	IS	6.5 Hours Per Day	MultiUnit	n/a	9/3/21	n/a
Doucette, Kirsten	New Assignment	Administrative Asst./Student Systems	IS	8 Hours Per day	MultiUnit	n/a	9/7/21	\$16.41 Per Hour
Fitzgerald, Millicent	New	Art Specialist	PS	.25 FTE	BEA	M. Bondhus	8/30/21	BA Lane / Step 1 @ .25: \$10,470
Geiger, Sara	Resignation	Paraprofessional	IS	6.5 Hours Per Day	MultiUnit	n/a	8/30/21	n/a
Graske, Meghan	New	6th Grade English Teacher	MS	1 FTE	BEA	n/a	08/30/21	BA30 Lane / Step 1: \$42,974
Grimley, Shelbi	New	3rd Grade Long-Term Substitute	IS	53 Days	BEA	S. Froehling	09/13/21	BA Lane / Step 1 @ 55 Days: \$12,656.60
Gunderson, Brittany	New Assignment	Administrative Assistant to the Principal	HS	8 Hours Per Day	MultiUnit	L. Henry	9/2/2021	\$16.41 Per Hour
Hartkopf, Alysha	New	SR Teacher	EC	3.75 Hours Per Day x 2X Per Week	BEA	C. Louden	8/30/21	\$26.50 Per Hour
Hendricks, Jerad	New	7th Grade Football Coach	MS	Seasonal	BEA - Schedule C	M. Golley	8/30/2021	\$2,240 Per Season
Henry, Lynnea	New Assignment	Administrative Asst./ Attendance Secretary	IS	3.25 Hours Per Day	MultiUnit	K. Handeland	9/7/2021	Use Current Wage
Hook, Lori	New Assignment	Special Education Paraprofessional	IS	3 Hours Per Day	MultiUnit	K. Handeland	9/9/2021	Use Current Wage
Hook, Lori	Resignation	Lunchroom Supervisor	IS	2.5 Hours Per Day	MultiUnit	n/a	9/9/2021	n/a
Hoppe, Megan	New (Rehire)	9th Grade Volleyball Coach	HS	Seasonal	BEA - Schedule C	n/a	8/24/2021	\$2,971 Per Season
Johnson, Kari	Resignation	Food Service Cashier	HS	2 Hours Per Day	NonUnion	n/a	08/24/21	n/a
Kolbinger, Mark	Resignation	Asst. Robotics Coach	HS	Seasonal	BEA - Schedule C	n/a	08/02/21	n/a
Kuklok, Lynnae	New	8th Grade Volleyball Coach	MS	Seasonal	BEA - Schedule C	J. O'Neill	8/30/21	\$2,240 Per Season
Larson, Cayla	New	Kindergarten Teacher	PS	1 FTE	BEA	n/a	08/30/21	BA Lane / Step 1: \$41,881
Lovold, Hannah	New	1st Grade Teacher	PS	1 FTE	BEA	N. Klassen	08/30/21	BA Lane / Step 1: \$41,881
Lynch, Greg	New	9th Grade Volleyball Coach	HS	Seasonal	BEA - Schedule C	K. Johnson	8/17/2021	\$3,274 Per Season
Madsen, Faith	New	JV2 Girls Soccer Coach	HS	Seasonal	BEA - Schedule C	A. Rothstein	08/30/21	\$1,485 Per Season (Share w/ C. Rothstein)
McCormick, Diana	New	Food Service Worker	IS	2.5 Hours Per Day	NonUnion	E. St. Pierre	9/9/2021	\$14.25 Per Hour
Messick, Maisie	New	B-Squad Volleyball Coach	HS	Seasonal	BEA - Schedule C	L. Kuklok	8/16/2021	\$3,363 Per Season
Mills, Stephanie	New	Special Education Paraprofessional	IS	6.5 Hours Per Day	MultiUnit	S. Geiger	9/13/21	\$16.41 Per Hour
Nelson-Sivertson, Alexis	Resignation	K-12 Teacher, EL	District-Wide	1 FTE	BEA	n/a	8/30/21	n/a
Neuman, Madison	New	Camp Opportunity Asst.	PS/IS	Varies according to Summer and School Year Schedule	Camp Opportunity	n/a	08/06/21	\$14.13 Per Hour
Nicolas, Terry	New	9th Grade Football Coach	HS	Seasonal	BEA - Schedule C	T. Miller	8/17/2021	\$2,971 Per Season
Offerdahl, Denise	Additional Assignment	AM/PM Bus Supervisor	IS	1 Hour Per Day	MultiUnit	n/a	09/09/21	Use Current Wage
Olson, Dan	Resignation	Head Golf Coach	HS	Seasonal	BEA - Schedule C	n/a	06/30/21	n/a

AGREEMENT

BETWEEN

**INDEPENDENT SCHOOL DISTRICT #726
Becker**

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL #284

Representing:

Transportation Employees

Effective July 1, 2021 through June 30, 2024

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ARTICLE I PURPOSE

Parties. This Agreement, entered into between the School Board of Independent School District #726, Becker, Minnesota, hereinafter referred to as the School Board, and School Service Employees Local 284 AFL-CIO SEIU, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for all non-certified employees of Independent School District #726, who are employed for more than 14 hours per week or 35% of the normal work week and more than 67 work days per year in the classification of transportation employees, during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

SECTION 1. Recognition. In accordance with the P.E.L.R.A., the School District recognizes School Service Employees Local 284 as the Exclusive Representative for all non-certified employees of Independent School District #726 who are employed for more than 14 hours per week or 35% of the normal week and more than 67 work days per year in the classification transportation employees, employed by the School Board of Independent School District #726, which Exclusive Representative shall have those rights and duties as prescribed by the P.E.L.R.A and as described in the provisions of this Agreement.

SECTION 2. Appropriate Unit. The Exclusive Representative shall represent all such employees of the School District contained in the appropriate unit as defined in ARTICLE III, Section 2. of this Agreement and the P.E.L.R.A. and in certification by the Commissioner of Mediation Services, if any.

ARTICLE III DEFINITIONS

SECTION 1. Terms and Conditions of Employment. The term "Terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay. In the case of professional employees, the term does not mean educational policies of a School District's. The terms in both cases are subject to the provisions of P.E.L.R.A. regarding the rights of public employers and the scope of negotiations.

SECTION 2. Description of Appropriate Unit. For purposes of this Agreement, the term, "Exclusive Representative," shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.

SECTION 3. School District. For purposes of administrating this Agreement, the term, "School District," shall mean the School Board or its designated representative.

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

ARTICLE IV SCHOOL DISTRICT RIGHTS

SECTION 1. Inherent Managerial Rights. The Exclusive Representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

SECTION 2. Management Responsibility. The Exclusive Representative 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 opportunity for the students of the School District.

SECTION 3. Effect of Laws, Rules, and Regulations. The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The Exclusive Representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement and recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this 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. The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V EMPLOYEE RIGHTS

SECTION 1. Right to View. Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative.

SECTION 2. Right to Join. Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

SECTION 3. Request for Dues Check Off. The Exclusive Representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off. Upon receipt of a properly executed authorization, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. The School District shall deduct such dues in ten (10) equal installments beginning with the last check in September of each year.

ARTICLE VI RATES OF PAY

SECTION 1. The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2021, through June 30, 2024.

SECTION 2. During the duration of the Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to this current rate until a successor Agreement is entered into.

SECTION 3. All pay shall be dispersed via payroll and will be based on 24 pay periods. Checks shall be issued on or about the 10th and the 25th of each month.

SECTION 4. In-Unit Substitute Compensation. In the event that a van driver is assigned the duties of a bus driver in a substitute capacity, the van driver shall be compensated according to the schedule set forth in Appendix A. There shall be no deduction from the employee's leave time to perform these duties.

SECTION 5. Van drivers shall receive a minimum of 1 hour of pay for any route assigned.

SECTION 6. An employee shall be eligible for step advancement on July 1 if employed prior to January 1 of that year. An employee hired after January 1 shall be eligible for any increase in starting salary on July 1, but shall not be eligible for step advancement until the following July 1. In the event a successor agreement is not entered into prior to July 1, 2024, an employee shall remain at the same step until a successor agreement is reached.

SECTION 7. A new employee shall be granted one (1) year of experience credit for every two (2) years of prior relevant experience. An employee with less than four (4) years experience shall be placed at Step 1. An employee with at least four (4) but less than six (6) years experience shall be placed at Step 2. An employee with six (6) or more years experience shall be placed at Step 3. Relevant experience shall be jointly determined by the School District and the steward for SEIU Local 284.

SECTION 8. An employee who is rehired by the School District within 365 days after she / he resigned in good standing from the School District shall be placed at either (a) the same step she / he occupied at the time of resignation, or (b) the step defined in Section 8 of this Article, whichever step is lower.

ARTICLE VII INSURANCE

SECTION 1. Selection of Carrier. The selection of the insurance carrier and policy shall be made by the School District as provided by law.

SECTION 2. Health and Hospitalization Insurance. Effective for 2021-2022 the School District shall contribute 100% of a single coverage premium not to exceed \$650 monthly and 80% of a dependent coverage premium not exceed \$1,500 monthly. Effective for 2022-23, the School District shall contribute 100% of a single coverage premium not to exceed \$700 monthly and 80% of the dependent coverage premium not to exceed \$1,600 monthly. Effective for 2023-24, the School District shall contribute 100% of a single coverage premium not to exceed \$750 monthly and 80% of the dependent coverage premium not to exceed \$1,650 monthly.

If an employee of this bargaining unit selects a plan that meets Internal Revenue Service requirements to be used in conjunction with a Health Savings Account (HSA), the School District will contribute the following amounts on a monthly basis: Effective 2021-22, the School District shall contribute \$650 for single coverage and \$1500 for dependent coverage. Effective for 2022-23, the School District shall contribute \$700 monthly for single coverage and \$1600 for dependent coverage. Effective for 2023-24, the School District shall contribute \$750 monthly for single coverage and \$1650 for dependent coverage. The amounts will first be applied to the insurance premium. The remaining amount if any shall be paid by the School District into a Health Savings (HSA) in the employee's name on a monthly basis. The employee may choose to contribute to their HSA account through payroll deduction up to the applicable IRS limits.

SECTION 3. Dental Insurance. The School District shall contribute annually a sum of up to \$400 for single coverage premium and up to \$985 for family coverage premium.

SECTION 4. Income Protection. The School District shall provide income protection insurance for each eligible employee. The cost of the premium will be borne by the district through a payroll deduction.

SECTION 5. Term Life Insurance.

Subd. 1. Selection. The selection of the insurance carrier policy shall be made by the School District as provided by law.

Subd. 2. Term Life Insurance Contribution. The School District shall contribute up to the sum of \$120.00 toward the premium of term life insurance for each eligible employee employed by the School District.

SECTION 6. Claims Against the School District. It's understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an

insurance carrier.

SECTION 7. Duration of Insurance Contribution. An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all School District contributions shall cease.

Subd. 1. Employees who retire at regular retirement age shall be entitled to participate in the School District health and hospitalization plans. Cost of the premiums shall be borne by the retired employee. Once an employee is eligible for Medicare and/or reaches age sixty-five (65) he/she is no longer eligible for District insurance. The employee is responsible for making premium payments through the School District office.

Subd. 2. Employees who qualify for early retirement shall be eligible to remain in the existing group health and hospitalization insurance program and shall remain eligible for School District contribution toward single coverage, as defined in ARTICLE XII, Section 2. of the Agreement between the School District and the Exclusive Representative if the following criteria are met:

(a) Employees shall have completed eighteen (18) years of continuous service with the district under this bargaining unit.

- (b) Must be at least 62 years of age.
62-3 years eligibility paid
63-2 years eligibility paid
64-1 year eligibility paid

This fixed figure will be paid until the employee reaches Medicare eligibility.

SECTION 8. Eligibility. Benefits provided in this article are designed for all employees as defined in ARTICLE IX, pro-rated to a 40-hour week.

ARTICLE VIII LEAVES OF ABSENCE

SECTION 1. Sick Leave.

Subd. 1. At the beginning of each school year, each employee with vacation shall be credited with sick leave at the rate of 1 day for each month in the employment of by the School District. All employees that do not earn vacation shall receive at the beginning of each school year eight (8) days of sick leave that work nine (9) months, nine (9) days of sick leave that work ten (10) months and so on.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 150 days of sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed whenever an employee's absence is found due to employee's own personal illness and/or disability which prevented his/her attendance

and performance of duties on that day or days.

Subd. 4. The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final decision as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised. The School District shall pay the cost of the office call to obtain the medical certificate.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 6. Sick leave pay shall be approved only upon, submission of a signed request upon the authorized sick leave pay request form available at the office.

Subd. 7. Care of Relative. An employee may use his / her accrued sick leave for absences due to an illness of or injury to the employee's spouse, adult child, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent for reasonable periods of time as the employee's attendance may be necessary, on the same term upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This leave is limited to 160 hours in any 12-month period. This leave is concurrent with, rather than in addition to, sick leave an employee may use under Subd. 3 of this Section. In addition, the school district shall include any additional relatives named in Minnesota Statute 181.9413.

SECTION 2. Personal Leave. An employee with vacation shall be granted two (2) personal leave days per year. One (1) sick leave day will be deducted for each personal leave day used. An employee that does not receive vacation shall be granted two (2) personal leave days per year. These days shall not be deducted from sick leave. Personal leave may accumulate to five (5) days. A part-time transportation employee may earn personal leave on a pro-rate basis. A written request for personal leave is to be made to the Superintendent's designee five (5) working days in advance. Except in emergencies where an oral request through the Superintendent's designee will be considered. Approval will be given pursuant to the following conditions:

Subd. 1. The day must be a full day, 1/3 day and/or 1/2 day.

Subd. 2. Two (2) Bus Drivers, one (1) Van Driver and one (1) Mechanic (Lead or Assistant) in each job category may be on personal leave at the same time. The District may approve additional employees off on any day at their discretion. Only one (1) person in each job category may be on personal leave at the same time from May 10th through the end of the school year. Any days used from May 10th through the end of the year must be requested off by May 1st.

Subd. 3. Personal leave shall not be allowed on a day immediately prior to or after Thanksgiving, Christmas, Easter, the first or last day of school, parent conferences, workshops, or in-service days, unless granted by the Superintendent or his/her designee or as limited in subd. 2.

Subd. 4. Five personal leave days may be used on consecutive days.

Subd. 5. If more than the allocated number of employees apply for any given day, the leave shall be granted in the order that the requests are received.

Subd. 6. Employees shall be notified of approval or denial within five (5) working days of their request for personal time off. Once personal time off is approved it shall be listed on a calendar posted in the Transportation Department break area.

SECTION 3. Workers' Compensation. Pursuant to M.S. 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance may draw sick leave and receive full salary from the School District, his salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from his/her accrued sick leave.

SECTION 4. Emergency Leave.

Subd.1. Employees may be granted an emergency leave at the discretion of the School District. Emergency leave refers to approved absence from work because of serious personal or family illness or family emergency.

Subd. 2. Emergency leave shall be deducted from sick leave days.

Subd. 3. Requests for emergency leave must be made in writing to the Superintendent at least three days in advance whenever possible, except in the event of emergencies. The request shall state the reason for the proposed leave. The School District reserves the right to refuse to grant such leave if, under the circumstances involved such leave should not be granted. All leaves must have prior written approval, but at no time shall more than three percent of the employees be granted emergency leave.

SECTION 5. Bereavement. In the event of the death of a member of the employee's immediate family, which shall include the spouse, children, parent(s), brother(s), sister(s), grandparent(s), grandchildren, mother(s)-in-law, father(s)-in-law, sister(s)-in-law, daughter(s)-in-law, brother(s)-in-law, son(s)-in-law, aunt(s), uncle(s), niece(s), and nephew(s); leave with pay of up to three(3) days will be granted by the School District. Additional days may be granted at the discretion of the Superintendent. All days off shall be deducted from sick leave.

SECTION 6. Child Care Leave.

Subd. 1. A childcare leave will be granted by the School District, subject to the provisions of this section, to (1) parent at a time of an infant child or newly adopted child, provided such parent is caring for the child on a full-time basis. The employee will be permitted to determine the length of the leave, up to a twelve-week maximum duration. The School District may permit leaves longer than twelve weeks duration. The leave must begin within twelve months of the birth or adoption or discharge of a newborn infant from a hospital.

Subd. 2. An employee making application for childcare leave shall inform the Superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave.

Subd. 3. If the reason for the childcare leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, an employee shall not be eligible for sick leave during a period of time covered by a childcare leave. A pregnant employee will also provide, at the time of the leave application, a statement from her physician indicating the expected day of delivery.

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

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

1. Grant any leave more than twelve (12) months in duration.
2. Permit the employee to return to his or her employment prior to the date designated in the request for childcare leave.

Subd. 6. An employee returning from childcare leave shall be re-employed in a like or similar position to which he or she is qualified.

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

Subd. 8. The parties agree that the applicable periods of probation for employees as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which the employee is on childcare leave shall not be counted in determining the completion of the probationary period.

Subd. 9. An employee who returns from childcare leave within the provisions of this section shall retain all previous seniority credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional seniority credit for pay purposes or leave time during the period of absence for childcare leave.

Subd. 10. An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section.

Subd. 11. Leave under this section shall be without pay or fringe benefits.

SECTION 7. Jury Service. An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District exclusive of mileage reimbursement.

SECTION 8. Non-Reimbursed Leave. Non-reimbursed leave of absence that is not the result of illness shall be granted for a maximum of seven (7) days per year and unused days may be carried over to a maximum of ten (10) days per year. All leave in this category must be given 45 calendar day's notice prior to the leave taking place, except in extenuating circumstances. All leave granted under this provision shall require supervisor's approval. Such approval shall not be withheld except for operational or staffing needs. In the event more than one employee seeks the same discretionary day off and operational needs cannot accommodate all requests, then requests shall be granted within five (5) working days in the order that the requests are received.

SECTION 9. Eligibility. Leave benefits provided in this Article are designated for all employees as defined in ARTICLE IX, prorated to a 40-hour week.

ARTICLE IX HOURS OF SERVICE

SECTION 1. Basic Work Week. Basic work week shall consist of 40 hours, exclusive of lunch, for full-time employees. All work over 40 hours shall be paid at the overtime rate of time and one-half. Overtime must be approved by the administration in advance.

SECTION 2. Basic Work Year. A regular work year shall consist of twelve (12) months' employment.

SECTION 3. Part-time Employees. The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

SECTION 4. Shifts and Starting Time. All employees will be assigned starting time and shifts as determined by the School District.

SECTION 5. Lunch Period. Employees shall be provided a duty-free lunch period of at least 30 minutes.

SECTION 6. School Closing. In the event that school is closed for any reason and the employees are not required to perform services, employees shall be able to utilize their accumulated sick leave for the first and second occurrence each year. For each subsequent occurrence, the employee's compensation shall be reduced accordingly. If an employee is not informed one hour in advance of starting time and reports to work, he/she shall receive compensation for 1/2 day, and duties may be assigned during that 1/2 day except in the event of a weather closure when employees shall be allowed to leave immediately and be paid for 1/2 day.

SECTION 7. Distance Learning. In the event that the School District moves to distance learning on any day or days and the employees are not required to perform services, employees shall be able to utilize their accumulated sick leave for the first and second occurrence each year,

for each subsequent occurrence, the employee may, make up lost time or the employee's compensation shall be reduced accordingly.

SECTION 8. Summer Routes. Regular summer driving routes shall be awarded first to union drivers.

ARTICLE X VACATIONS AND HOLIDAYS

SECTION 1. Eligibility. This article shall apply only to employees who are regularly employed as defined in ARTICLE IX.

SECTION 2. Earned Vacations. Full-time employees under these provisions shall accrue vacation as follows:

- 2 weeks after 1 year,
- 3 weeks after 5 years,
- 4 weeks after 15 years.

On the 21st year of employment one day of vacation shall be added and an additional day each year up to and including the 25th year of employment will be added for a total of five (5) weeks of vacation thereafter.

Employees shall be eligible to carry over up to fifteen (15) vacation days from one year to the next.

SECTION 3. Application.

Subd. 1. Employees hired after July 1, 1984, are not eligible for vacation as a matter of right, until the anniversary date of their employment.

Subd. 2. If the employee resigns before completing a full year of service, he/she shall not be entitled to any vacation pay, and he/she shall have the salary paid for any vacation days taken deducted from his/her final check. An employee who has completed at least one year of service shall be entitled to receive the prorated pay for unused vacation time provided such employee provides the School District with at least two (2) week's advance notice of his/her resignation time.

Subd.3. The scheduling of all vacation time shall be determined by the School District.

Subd.4. Vacation shall be approved within five (5) working days of the request.

SECTION 4. Weekends. Holidays that fall on weekends will be observed on a day established by the School District.

SECTION 5. School in Session. The School District reserves the right, if school is in session, to cancel any of the holidays and establish another holiday in lieu thereof. Any legal holiday or holiday, which falls within an employee's vacation period, shall not be counted as a vacation day.

SECTION 6. Application. In order to be eligible for holiday pay, an employee must have worked his/her regular workday before and after the holiday unless he/she is on excused illness, leave, or on vacation under these provisions.

SECTION 7. Paid Holidays. Full-time employees shall be granted the following paid holidays:

- Independence Day,
- Labor Day,
- Thanksgiving Day,
- Friday Following Thanksgiving Day,
- Christmas Eve Day,
- Christmas Day,
- New Year's Day,
- Martin Luther King Day,
- Good Friday,
- Memorial Day.

This will apply to holidays falling within the period of employment. Less than 12-month employees shall be granted the following paid holidays:

- Labor Day,
- Thanksgiving Day,
- Christmas Day,
- New Years Day,
- Good Friday,
- Memorial Day.

ARTICLE XI DISCIPLINE-DISCHARGE PROBATIONARY PERIOD

SECTION 1. Probationary Period. Under the provisions of this Agreement, an employee shall serve a probationary period of six (6) months of continuous service in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge, or other discipline is concerned. The probationary period may be extended for three (3) months with mutual consent of both parties. However, a probationary employee shall have the right to bring a grievance on any other provisions of the Agreement alleged to have been violated.

SECTION 2. Probationary Period: Change of Classification. In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3) month probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to his/her former classification.

SECTION 3. Completion of Probationary Period. An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have

access to the grievance procedure.

SECTION 4. Seniority Date. Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement, and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the School District.

Seniority List. The School District shall post a separate seniority list for each classification of bus drivers and van drivers at the beginning of each school year but in no event later than September 30.

SECTION 5. Reduction in Force. The parties recognize the principle of seniority within classification in the application of this Agreement concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. An employee on layoff shall retain his/her seniority and right to recall, within classification in seniority order, for a period of twelve (12) months after the date of layoff. If a specific position (route) is discontinued, the affected employee shall be returned to his/her previous position (route).

SECTION 6. Time Off Provision. The School District must afford reasonable time off to elected officers or appointed representatives of the Exclusive Representative for the purpose of conducting the duties of Exclusive Representative and must, upon written request, provide for leaves of absence to elected or appointed officials of the Exclusive Representative. This time off may be without pay.

SECTION 7. Physical Examinations. Physicals, x-rays, or mantoux tests as required will be given at the expense of the district, but not to exceed \$73.50 reimbursed. The School District will pay the entire cost of the DOT required physical for those who are required to have a CDL when an employee has the physical at the School District designated clinic.

ARTICLE XII GRIEVANCE PROCEDURE

SECTION 1. Grievance Definition. A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

SECTION 2. Representative. The employee, 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. Definitions and Interpretation.

Subd.1. Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

Subd. 3. In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United Postal Service within the time period.

SECTION 4. Time Limitation and Waiver. Grievances shall not be valid for consideration unless submitted in writing to the School District's designee, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within twenty 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 a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

SECTION 5. Adjustments of Grievance. The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner.

Subd.1. Level I. If the grievance is resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

Subd. 2. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen days after the receipt of the appeal. Within ten days after the meeting, Superintendent or his/her designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

SECTION 6. School Board Review. The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or the representative notifies the parties of its intention to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School

Board reserves the right to reverse or modify such decision.

SECTION 7. Denial of a Grievance. Failure by the School Board or representative(s) to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the employee may appeal it to the next level.

SECTION 8. Arbitration Procedures. In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. A request to submit a grievance to arbitration must be in writing signed by the aggrieved part, and such request must be filed in the office of the Superintendent within ten days following the decision in Level III of the grievance procedure.

Subd. 2. No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Minnesota Bureau of Mediation Services to appoint an arbitrator providing such request is made within twenty days after request for arbitration. The request, shall ask that the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Minnesota Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. a) Upon appointment of the arbitrator, the appealing party shall, within five days after notice of appointment, forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

- (1) the issues involved,
- (2) statement of the facts,
- (3) position of the grievant,
- (4) the written documents relating to Section 5., Article XII of

the grievance procedure

b) The School District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 6. The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before his/her shall be final and binding upon the parties, subject, however, to the limitations of the arbitration decisions as provided by in the 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.

Subd. 7. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript of the hearing or recording shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitrator.

Subd. 8. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but 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. In considering any issue in dispute, in his/her order, the arbitrator shall give due consideration to the statutory rights and obligations of the public School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

SECTION 9. A party instituting any action, proceeding, or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XIII RETIREMENT AND RESIGNATION

SECTION 1. 2 week's written notice shall be required of an employee if he/she wishes to resign in good standing.

SECTION 2. 2 weeks written notice shall be given an employee if he/she is to be laid off.

SECTION 3. Mandatory retirement will be in accordance with the law.

ARTICLE XIV SEVERANCE PAY

SECTION 1. All employees who have completed at least fifteen (15) years of continuous service with the School District shall be eligible for severance pay pursuant to the provisions of this

Article upon submission of a written resignation accepted by the School Board.

SECTION 2. This article shall apply only to employees whose service has been continuous.

SECTION 3. An employee shall be eligible to receive as severance pay upon retirement the amount obtained by multiplying 40% of unused sick leave days, but in any event not to exceed fifty-five (55) days, times the individual daily rate of pay.

SECTION 4. Severance pay for eligible employees shall also include pay in the amount of three (3) days of pay for each year of service, but not to exceed a total of fifty (50) days pay.

SECTION 5. In applying these provisions, an employee's daily rate of pay shall be the basic daily rate at the time of resignation, as provided in the basic salary schedule for the basic school year.

SECTION 6. Severance pay shall be paid by the School District in the fiscal year from the effective date of the resignation and shall not be granted to any employee who is discharged by the School District.

SECTION 7. The provisions of this article shall apply only to employees who resign during the term of this Agreement and shall not be retroactive to employees who retired during the terms of previous Agreements.

SECTION 8. There shall be a cap of \$30,000 on the combined total of all severance and School District 403b contributions. In the event that the total School District 403(b) contributions as stipulated by Article XV exceed the total amount of the retiring employee's severance payment as calculated according to ARTICLE XIV, Section 3, the district shall not require the employee to pay back the excess of the contribution balance.

ARTICLE XV MATCHING ANNUITY PROGRAM

SECTION 1. Effective July 1, 2002, the matching program annuity is available to all employees covered under this Agreement according to the schedule below. Employees may elect to enroll in the full match or the half match schedule.

Years of Service Completed In <u>the School District</u>	School District Yearly Match <u>Full - Match</u>	School District Yearly Match <u>Half - Match</u>
4-10	\$500.00	\$250.00
11-15	\$750.00	\$375.00
16 and above	\$1000.00	\$500.00

SECTION 2. Eligible employees must enroll in this program during the election period or lose it for that year. Once selection of the carrier and amount of matching annuity has been made by the first Monday in October, the deductions will continue until the employee opts out of the plan. The employee must complete a salary reduction authorization prior to any contribution being made.

SECTION 3. Any School District 403(b) contribution shall be subtracted from the employee's severance total at the time of severance payment. The severance total shall be calculated according to ARTICLE XIV.

**ARTICLE XVI
PUBLIC OBLIGATION**

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous, safe and uninterrupted operation of the school is of paramount importance.

**ARTICLE XVII
DURATION**

SECTION 1. Term and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing on July 1, 2021 through June 30, 2024 and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give to the other party written notice of such intent no later than 120 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

SECTION 2. Effect. This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

SECTION 3. Finality. Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of the Agreement except by mutual consent.

SECTION 4. Severability. The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

SEIU Local No. 284, C.T.W.
FOR SCHOOL SERVICE EMPLOYEES
450 Southview Blvd.
South St. Paul, MN 55075

For Independent School
SCHOOL DISTRICT #726
Becker, MN 55308

Steward

School Board Chair

Date

School Board Clerk

Business Representative

Date

Date

APPENDIX A - BASIC SALARY SCHEDULE

<u>Bus Drivers- Per Route Pay</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
Step 1	<u>\$38.62</u>	<u>\$38.81</u>	<u>\$39.00</u>
Step 2	<u>\$41.73</u>	<u>\$41.94</u>	<u>\$42.15</u>
Step 3	<u>\$44.90</u>	<u>\$45.13</u>	<u>\$45.35</u>
Step 4	<u>\$48.06</u>	<u>\$48.30</u>	<u>\$48.54</u>
Step 5	<u>\$51.25</u>	<u>\$51.51</u>	<u>\$51.77</u>
Field Trips Per Hour (2 Hr. Min.)	<u>\$21.69</u>	<u>\$21.80</u>	<u>\$21.91</u>
Half pay for non-driving time	<u>\$11.18</u>	<u>\$11.24</u>	<u>\$11.30</u>
Driver- Full-time	<u>\$25.85</u>	<u>\$25.98</u>	<u>\$26.11</u>
Sp. Ed. Summer School	<u>\$43.14</u>	<u>\$43.36</u>	<u>\$43.57</u>
FT Driver/Call Back	<u>2 Hr Min</u>	<u>2 Hr Min</u>	<u>2 Hr Min</u>

TYPE III Van Drivers - Per Hour

	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
Step 1	<u>\$15.67</u>	<u>\$15.74</u>	<u>\$15.82</u>
Step 2	<u>\$16.57</u>	<u>\$16.66</u>	<u>\$16.74</u>
Step 3	<u>\$17.27</u>	<u>\$17.35</u>	<u>\$17.44</u>
Step 4	<u>\$18.18</u>	<u>\$18.27</u>	<u>\$18.36</u>
Step 5	<u>\$19.66</u>	<u>\$19.75</u>	<u>\$19.85</u>

Assistant Mechanic – Per Hour

	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
Step 1	<u>\$14.64</u>	<u>\$14.71</u>	<u>\$14.79</u>
Step 2	<u>\$15.69</u>	<u>\$15.77</u>	<u>\$15.84</u>
Step 3	<u>\$16.76</u>	<u>\$16.85</u>	<u>\$16.93</u>
Step 4	<u>\$17.82</u>	<u>\$17.91</u>	<u>\$18.00</u>
Step 5	<u>\$19.16</u>	<u>\$19.26</u>	<u>\$19.35</u>

Lead Mechanic – Per Hour

	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
Step 1	<u>\$24.33</u>	<u>\$24.45</u>	<u>\$24.58</u>
Step 2	<u>\$25.88</u>	<u>\$26.01</u>	<u>\$26.14</u>
Step 3	<u>\$27.44</u>	<u>\$27.58</u>	<u>\$27.72</u>

Step 4	<u>\$29.25</u>	<u>\$29.39</u>	<u>\$29.54</u>
Step 5	<u>\$31.17</u>	<u>\$31.33</u>	<u>\$31.48</u>
Step 6	<u>\$32.12</u>	<u>\$32.28</u>	<u>\$32.44</u>
Step 7	<u>\$32.53</u>	<u>\$32.69</u>	<u>\$32.86</u>
Step 8	<u>\$32.95</u>	<u>\$33.11</u>	<u>\$33.28</u>
Step 9	<u>\$33.36</u>	<u>\$33.53</u>	<u>\$33.69</u>
Step 10	<u>\$33.77</u>	<u>\$33.94</u>	<u>\$34.11</u>
Step 11	<u>\$34.18</u>	<u>\$34.36</u>	<u>\$34.53</u>
Step 12	<u>\$34.60</u>	<u>\$34.77</u>	<u>\$34.94</u>

TYPE III VAN & BUS DRIVER SUBSTITUTES - Per Route	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
Step 1	<u>\$34.35</u>	<u>\$34.52</u>	<u>\$34.69</u>
Step 2	<u>\$36.42</u>	<u>\$36.60</u>	<u>\$36.79</u>
Step 3	<u>\$38.51</u>	<u>\$38.70</u>	<u>\$38.89</u>
Step 4	<u>\$40.58</u>	<u>\$40.79</u>	<u>\$40.99</u>
Step 5	<u>\$42.67</u>	<u>\$42.88</u>	<u>\$43.10</u>

LONGEVITY SCHEDULE FOR ALL EMPLOYEES

Years of Service	% of Yearly income
Years 10-15	0.5%
Years 16-20 years	0.75%
Years 21 and over	1%

*Community Education Trips

Actual driving time per hour wage. One-half pay rate for non-driving time.

**The hourly rate for field trips will be paid from the required punch in time and to the actual punch out time.

MEMORANDUMS OF UNDERSTANDING

(Not part of agreement)

1. FIELD TRIP AND ACTIVITY TRIPS

- a. Activity Trips: Activity trips shall be assigned on a rotation basis. A driver who refuses to drive for an activity trip in rotation shall forfeit his/her turn to drive until his/her name comes up on the next rotation. If no driver signs up for a posted trip, the Transportation Director will assign the trip to an available, qualified driver. Regular routes shall not be jeopardized under this memorandum. Activity trips shall be defined as all trips except basic routes and field trips. Activity trips are to be offered to full-time bus drivers first.
- b. Field Trips: Field trips shall be assigned on a rotation basis. A driver who refuses to drive for a field trip in rotation shall forfeit his/her turn to drive until his/her name comes up on the next rotation. If no driver signs up for a posted trip, the Transportation Director will assign the trip to an available, qualified driver. Regular routes shall not be jeopardized under this memorandum. Field trips shall be defined as all trips except basic routes and activity trips. Field trips are to be offered to full-time bus drivers first.

2. OVERNIGHT FIELD TRIPS

Overnight field trips shall be paid at straight time for all hours of driving. One-half time rate shall be paid for all waiting time less 8 hours for sleeping. Lodging and meals will be provided.

3. BIDDING FOR ROUTES

Basic routes shall be posted for a period of 5 working days when they become vacant. At the close of the posting period, the senior, qualified driver who bids for the vacant route shall be awarded the posted route. Postings shall be filled within 5 working days of the last day of posting.

4. IN-SERVICE

All drivers are required to attend two paid in-service sessions. Failure to attend without an excused absence from the Superintendent will result in the violator being suspended for two days.

5. UNIFORMS/CLOTHING ALLOWANCE

The bus mechanic/driver will have a \$150 annual clothing allowance reimbursement for the purchase of outer apparel and/or work boots.

6. SICK LEAVE

Regular "full-time drivers" and the preschool drivers will be paid sick day pay based on the hours regularly scheduled in their work day.

7. TOWN ROUTE

The Transportation Director may be assigned a town route.

8. DRUG TESTING

For drug and alcohol testing, whether random, required-by-law testings, or suspect testings, all bus drivers will receive one hour of pay at the "Driver Full-time" rate shown in Salary Schedule

A will be provided. Type III van drivers will receive one hour of pay at their appropriate Type III Van Driver rate shown in Salary Schedule A.

MISSED ROUTE

When a route is missed due to early leave time and the time is changed at the last minute, the driver will be compensated for a missed route in an amount equal to the difference between the 2-hour minimum and the actual route pay.

MEMORANDUM OF UNDERSTANDING
(Not part of Agreement)
TRANSPORTATION VAN DRIVER EMPLOYEES
WORKING ADDITIONAL HOURS ON
REGULAR BASIS OVER NORMAL SCHEDULED WEEKLY HOURS

WHEREAS, the School Board of Becker Independent School District No. 726, and its Transportation Van Driver Employees represented by School Service Employees Local 284 have negotiated a Collective Bargaining Agreement effective from July 1, 2021 to June 30, 2024.

WHEREAS, the parties are interested in establishing a process for equitable benefits for van drivers;

NOW, THEREFORE, IT IS HEREBY AGREED:

1. The following procedure shall be established for an annual review of van driver work hours for the purpose of identifying a van driver(s) who are working additional hours consistently over their initial regular school assignment to ensure said employee is receiving the appropriate contract benefits. Additional time is defined as additions to a route to transport a student(s) that need specialized transportation for academic purposes.
2. Each school year benefits shall be set based on initial assignment and again between October 31st and November 15th and again on June 30th transportation van driver employees who have worked consistently more time than their initial assignment shall be made whole with any leave used and accrual, holiday pay and insurance benefits eligibility and contribution. Example, an employee assigned initially to work 2 hours AM route, 1-hour mid-day and 2 hours PM would receive benefits on 5 hours per day, but due to daily work needs the employees' route is changed to routinely drive 2.5 hours AM route, 2-hour mid-day and 2 hours PM would receive benefits based on 6.5 hours per day. Employee would be made whole for the additional 1.5 hours per day for all leave days used and accrual, holiday pay and insurance eligibility and employer contributions for that period (beginning of the school year until the October/November review and from date of first review to the end of the school year). This does not include time when an employee substitutes for another employee; it is only for additional time assigned to a route as a result of a student(s) added for long term or believed to be long term (67 days or more).
3. Van Driver's reduced by 30 minutes or more per day shall have the ability to bump to be kept whole based on seniority of van drivers.
4. The parties agree to address this issue in negotiation in the successor agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as follows:

School Service Employees
Local 284 SEIU

Independent District No. 726
Becker

Business Representative

School Board Chairperson

Steward

School Board Clerk

Date

Date

BECKER PUBLIC SCHOOLS

Fund Raisers

June 30, 2021

Organization	Type of Fundraiser	Advisor	Dates Held	Purpose of Fundraiser	Amount Received
Becker Early Childhood	Book Fair	Sue Hiltner	November - 20	Swings on EC playground	
Becker Early Childhood	Family Pizza dine or take out	Sue Hiltner	February -21	ECFE programming	
Becker School Readiness	Read-A-Thon	Sue Hiltner	TBD	Materials for classrooms	
5th grade Valley Fair Field Trip	Aluminum Can Collection	Jan Tweten/Tom Uecker	Sept. 20 - April 21	Curtail price of admission into Valley Fair	
Becker Intermediate Media Center	Book Fair	Karen Landsverk	Oct. 6-14, 20/April 4-9, 21	Purchase books for Media Center	3,562.97
Becker Primary	Coborns Labels for learning	Vesledahl & Brown	Sept. 20 - June 21	Support rollerblading/skating unit equipment & field trip	471.26
Becker High School Softball	Strikeout Cancer Night	Jason Baune	April & May -21	Becker Student battling Cancer	
Becker High School Softball	MSF Volleyball Tournament	Jason Baune	April 17-18, 2021	Equipment, uniforms & other costs	
Becker Band Boosters	Chocolate Sale	Craig Vogel	April & May -21	Student travel, scholarships, instrument purchases	
Becker Track & Field (Boys & Girls)	Email & Text "Ask" Campaign	Paul Schmidt, Trish Reimer-Kealy, Dustin Weege	March 23-April 10, 21	Meet hosting Materials: Flags, pennants, cones, paint, etc.	400.00
Becker Robotics	Hegge's pizza sales	Alex Jurek	Oct.-Nov., 20, Jan-Feb, 21, Apr-May, 21	Robotics team's budget & student travel expenses	
Becker Robotics	Calendar Sales	Alex Jurek	Oct. - Dec., 20	Purchase parts & components for FTC	
Becker Girl's Soccer	McDonald's Meats	Strom/Rusin	Summer of 2021	Offset costs to soccer	
Becker Swim & Dive	Softner Salt/Ice melt	Tina Tamm	20-21	Equipment for team	
Becker Dance Team	Amazon Smile	Nadia Fischer-Danzeisen/Shannon Pleoeger	ongoing	Uniforms, dance fees, warmups	180.00
Becker Dance Team	Chocolate Sales				2,094.00
Becker Dance Team	Hegge's pizza sales	Nadia Fischer-Danzeisen/Shannon Pleoeger	Oct. 2020	Uniforms, dance fees, warmups	7,945.00
Becker Dance Team	Butter Braids	Nadia Fischer-Danzeisen/Shannon Pleoeger	Oct -Nov 2020	Dance expenses for 20-21 dance season	3,807.61
Becker Boys Soccer	McDonald's Meats	Nick Crowley	June-Aug 2021	Team equipment	
Becker Boys Soccer	Chipolte fundraiser	Nick Crowley	June-Aug 2021	Team equipment	
Becker Boys Soccer	Scarf Fundrasier	Nick Crowley	Ongoing	Team equipment	600.00
Becker Football Boosters	Touchdown Club	Dwight Lundeen	July-aug 2021	Team expenses	
Becker Football Boosters	Football Bulldog Cards	Dwight Lundeen	Aug-21	Team expenses	
Becker Football Boosters	Nike Store	Dwight Lundeen	Ongoing	Team expenses	

Becker Public Schools Health and Safety Resolution
Health and Safety Measures for the 2021-2022 School Year

WHEREAS, Minnesota Statutes Section 123B.09 vests the care, management, and control of independent districts in the school board; and

WHEREAS, the Superintendent of Independent School District 726 [hereinafter the “Superintendent”] is responsible for the management of the schools, the administration of all School District policies, and is directly accountable to the School Board; and

WHEREAS, when responsibilities are not specifically prescribed nor School District policy applicable, the Superintendent shall use personal and professional judgment, subject to review by the School Board, pursuant to School District Policy 302, *Superintendent*; and

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) and the Minnesota Department of Health (“MDH”) have determined that the COVID-19 pandemic is currently ongoing and may remain ongoing for an unknown time; and

WHEREAS, the Minnesota Department of Education (“MDE”) has issued and may continue to issue written guidance for Minnesota schools on educational issues related to COVID-19; and

WHEREAS, the MDH has issued and may continue to issue written guidance for Minnesota schools on public health issues related to COVID-19; and

WHEREAS, the Superintendent and the administration of the School District have conferred with the School Board regarding COVID-19 health and safety measures, the current CDC, MDE, and MDH requirements for each, and other relevant information; and

WHEREAS, based upon the collective consideration of these factors, the Superintendent has recommended to the School Board that staff, students, and visitors within Independent School District 726 buildings, regardless of vaccination status, are recommended to follow the strategies of physical distancing, handwashing and respiratory etiquette, cleaning and disinfection, screening testing, and staying home when sick as defined in the [“CDC Guidance for COVID-19 Prevention in K-12 Schools.”](#) In addition, staff, students, and visitors within Independent School District 726 buildings are recommended to wear a mask, regardless of vaccination status. be implemented at the commencement of the 2021-2022 school year.

NOW, THEREFORE, BE IT RESOLVED, by the School Board of Independent School District No. 726 as follows:

Section 1: The Superintendent is hereby directed to implement the following health and safety measures to open the 2021-2022 school year:

Subd. 1: All staff, students, and visitors within Independent School District 726 buildings, regardless of vaccination status, are recommended to follow the strategies of physical distancing, handwashing and respiratory etiquette, cleaning and disinfection, screening testing, and staying home when sick as defined in the [“CDC Guidance for COVID-19 Prevention in K-12 Schools.”](#)

Subd. 2: All staff, students, and visitors within Independent School District 726 buildings are recommended to wear a mask, regardless of vaccination status.

Section 2: The Superintendent is hereby authorized, after consultation with the School Board Chair and notification to the School Board, to select and implement different health and safety measures for the School District or any specific school buildings without School Board action if the Superintendent reasonably believes that prompt implementation of different health and safety measures is necessary, and that constraints of time and public health considerations render it impractical to hold a School Board meeting to approve the implementation. The health and safety measures selected and implemented by the Superintendent shall continue in effect unless and until the School Board, in consultation with the Superintendent and appropriate school district staff and public health officials, deems it in the best interest of the School District and its students to implement different health and safety measures.

Section 3: The Superintendent will provide regular updates to the School Board regarding the School District's efforts to implement COVID-19 related educational and public health guidance issued by the MDE and the MDH, respectively.

Adopted this _____ day of _____, 2021.

Roll Call Vote

School Board Chair

School Board Clerk

September, 2021

Policy 706 Acceptance of Gifts permits the school board to accept donations or gifts under the terms of the policy. I recommend accepting the gifts as described below.

Donor Name	Description of Gift	Purpose of Gift
Becker Lions	\$1,000.00	Leadership Retreat
Becker Lions	\$500.00	Basketball Uniforms/Equipment
Becker Lions	\$3,000.00	Assist Families in Paying Off Negative Lunch Balance Debts 59
Becker Spine	\$100.00	Gymnastics Cost for New Leotards
BYSA Gymnastics	\$3,263.70	Gymnastics Cost for New Leotards
Genco Builders	\$500.00	Gymnastics Cost for New Leotards
Norvanz, Inc. - Culvers of Albertville	\$250.00	Gymnastics Cost for New Leotards

Health Insurance Recommendation For September 13, 2021 Board Agenda

Health Insurance Transparency Act

The Health Insurance Transparency Act (HITA) requires school districts to seek at least three bids from health insurance providers every two years, unless agreed to by the largest bargaining unit for a longer term. Public Employers Insurance Program (PEIP) must be included as one of the three initial bids. The purpose for this process is to increase competitiveness in bidding for insurance coverage by making the bidding process more transparent. The goal is to reduce volatility in health insurance costs.

A school district may continue to negotiate with any entity that submits a proposal. A school district may also decide to select a vendor based on initial bids.

Steps of the bid process completed

- Request for bids sent out to Health Partners, BCBS of MN, Preferred One, Medica, United Health and PEIP. They were asked to match out current policy's coverages and design.
- The bids are sealed during a 90-day submission window and were opened in accordance with law which offered exclusive representatives to be present at the opening. All bids are opened at the same time (June 1, 2021 at 10:00am).
- The insurance committee met on August 20, 2021 to review the bid results.
- After careful consideration, the suggestion is to remain with Health Partners for a term of two years moving forward. Our staff will benefit from the many value added services they offer & there will be minimum disruption to our population by staying with the incumbent carrier in regard to in-network and drug coverage.

In conclusion, Becker Schools conformed to all processes dictated by HITA and reached the most favorable cost and coverage scenario available on the marketplace. HealthPartners will be the health insurance carrier for Becker Public Schools for the plan years beginning October 1, 2021 and October 1, 2022.

Kevin Januszewski, Director of Business Services

Becker Public Schools

Kevin Januszewski and I recommend approving the following Health Insurance Rate increases for the plan year October 1, 2021 to September 30, 2022.

Becker Public Schools - Monthly Health Insurance Premiums

	\$15 Co-Pay		\$20 Co-Pay		H.S.A.	
	Single	Family	Single	Family	Single	Family
2020-21	\$708	\$1,883	\$647	\$1,731	\$552	\$1,467
Increase	10%	10%	10%	10%	10%	10%
2021-22*	\$779	\$2,071	\$712	\$1,904	\$607	\$1,614

***Plan Year is Oct. 1, 2021 through Sept. 30, 2022**

~~Adopted:~~ _____

MSBA/MASA Model Policy 102

Orig. 1995

Revised: _____

Rev. ~~2017~~2021

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, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity and expression, or age. The school district also makes reasonable accommodations for ~~disabled~~ students with disabilities.

~~*[Note: Part of the definition of “sexual orientation” within the Minnesota Human Rights Act (MHRA) is “having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness,” which is how gender identity and expression gain protection under the MHRA. Minn. Stat. § 363A.03, Subd. 44.]*~~

B. The school district prohibits ~~the~~ harassment and discrimination of any individual ~~for any of the categories based on any of the protected classifications~~ 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 (Policy 413).

C. The school district prohibits discrimination of students with a disability, within the intent of Section 504 of the Rehabilitation Act of 1973 (“Section 504”), who need services, accommodations, or programs in order to receive a free appropriate public education. For information as to protections that may apply pursuant to Section 504 and the school district’s corresponding procedures for addressing disability discrimination complaints, refer to the school district’s policy on student disability nondiscrimination (Policy 521).

D. The school district prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities. For information as to the protections that apply pursuant to Title IX and school district’s corresponding procedures and processes for addressing sexual harassment and discrimination,

refer to the school district's policy on Title IX sex nondiscrimination (Policy 522).

- CE. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- DE. Every school district employee shall be responsible for complying_ with this policy ~~conscientiously~~.
- EG. 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. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
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~~Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process)

Adopted: _____

MSBA/MASA Model Policy 406

Orig. 1995

Revised: _____

Rev. ~~2014~~2021

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~~employees, volunteers, independent contractors, and applicants (“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 not public and is available-accessible only to the following: the subject of the data, as limited by any applicable state or federal law; individuals within the school district whose work assignments reasonably require access; entities and agencies as determined by the responsible authority who are authorized by law to gain access to that specific data; and entities or individuals given access by the express written direction of the data subject.
- C. “Confidential” means the data isare not public and isare not ~~available-accessible~~ to the subject.
- D. “Parking space leasing data” means the following government data on an applicant~~-tion~~ for, or lessee~~ase~~ 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 by an employee 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 as defined in 45 C.F.R. § 160.103, that is transmitted in electronic form by a school district acting as a by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium by a health care provider, in connection with a transaction covered by 45 C.F.R. Parts 160, 162 and 164. “Protected health information” excludes individually identifiable 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; and records regarding a person who has been deceased for more than fifty (50) years.
- H. “Public officials” means business managers; human resource directors; athletic directors whose duties include at least fifty (50) percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as superintendents and principals and in a charter school, individuals employed in comparable positions.

IV. PUBLIC PERSONNEL DATA

- A. The following information on current and former employees, ~~including~~ volunteers and independent contractors of the school district, is public:
 - 1. name;
 - 2. employee identification number, which may not be the employee’s ~~s~~Social ~~s~~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 Minnesota Statutes, section-§ 13.43, sSubdivision. 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 current and former applicants for employment by the school district 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 applicants are considered by the school board to be become finalists for an public employment position.

D. Applicants for appointment to a public body.

1. Data about applicants for appointment to a public body collected by the school district as a result of the applicant's application for employment 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-esota Statutes, section-§ 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 ~~Minnesota Statutes, section~~ § 13.43, ~~s~~Subdivision 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in ~~Minnesota Statutes, section~~ § 13.43, ~~S~~subdivision 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 not listed in Section IV 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 with regard to data on individuals 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 responsible authority school district determines it is the dissemination is necessary for the labor organization to conduct its business selections, notify employees of fair share fee assessments and implement the provisions of Minnesota Statutes chapters 179 and 179A. Personnel data shall be disseminated to labor organizations and the Bureau of Mediation Services ("BMS") to the extent the dissemination is or when ordered or authorized by the Commissioner of the Bureau of Mediation Services BMS.
- 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 Minnesota Statutes, section -§ 253B.07, §subdivision- 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 committed by an employee.
- 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 does not have access to data that would identify the

complainant or other witnesses if the ~~school district~~responsible authority 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~~must make any report to the Minnesota Professional Educator Licensing and Standards Board ("PELSB") ~~or the state board of education~~ the Board of School Administrators ("BOSA"), whichever has jurisdiction over the teacher's or administrator's license, as required by ~~Minnesota Statutes, section~~ § 122A.20, Ssubdivision. 2, and shall, upon written request from the licensing board having jurisdiction over ~~a teacher's~~ or administrator license, provide the licensing board with information about the teacher or administrator from the school district's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with ~~Minnesota Statutes, section~~ § 122A.20, Ssubdivision. 2.

[Note: The obligation to make a report set forth in this section applies equally to charter school boards and their executive directors and charter school authorizers.]

- M. Private personnel data shall be disclosed to the ~~d~~Department of Employment and eEconomic security-Development for the purpose of administration of the unemployment insurance program under ~~Minnesota Statutes~~. Ch. 268.
- N. When a report of alleged maltreatment of a student in an elementary, middle school, high school or charter school facility, as defined under Minn. Stat. section 260E.03, is made to the Commissioner of the Minnesota Department of Education ("MDE") under Minnesota Statutes eChapter 260E, data that are relevant and collected by the school facility 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-providing information to a parent, legal guardian, or custodian of a child in accordance with MDE Screening Guidelines~~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

1. 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

2. 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 ~~Minnesota Statutes Chapter~~ 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. Data submitted by an employee to the school district 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 improve the school district operations is private data. An employee who is identified in a suggestion, however, shall have access to all data in the suggestion except the identity of the employee making the suggestion.~~
- Q. ~~Protected Health information, as defined in 45 C.F.R. Parts 160 and 164, on employees is private and will not be disclosed—except as permitted or required 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 to ensure that an employee can be reached in the event of an emergency or other disruption affecting continuity of school district operations ~~—and may be~~ 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 continuing contract teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual

~~offenses involving a child as set forth in Minnesota Statutes, section 122A.40, subdivision 13(b), or sexual abuse~~ or when the Commissioner of the ~~Minnesota Department of Education~~ (MDE) makes a final determination of child maltreatment involving a teacher under Minnesota Statutes, section 260E.21, subdivision 4 or 260E.35, 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 ~~Minnesota Statutes, section §~~ 13.41, ~~S~~ubdivision. 5, and must provide ~~the Minnesota Professional Educator Licensing and Standards Board (PELSB)~~ and the ~~licensing~~ division at MDE with the necessary and relevant information to enable ~~the Minnesota Professional Educator Licensing and Standards Board PELSB~~ 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 ~~Minnesota Statutes, section §~~ 123B.03, a school board or other school hiring authority must contact ~~the Minnesota Professional Educator Licensing and Standards Board PELSB~~ 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 ~~Minnesota Statutes Chapter~~ 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 ~~either~~ 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.

The responsible authority, or a school district employee if so designated, shall serve as the school district's data practices compliance official and, as such, shall be the employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

~~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. § 13.03 \(Access to Government Data\)](#)
 - [Minn. Stat. § 13.05 \(Duties of Responsible Authority\)](#)
 - Minn. Stat. § 13.37 (General Nonpublic Data)
 - Minn. Stat. § 13.39 (Civil Investigation Data)
 - [Minn. Stat. § 13.41 \(Licensing Data – Public Data\)](#)
 - Minn. Stat. § 13.43 (Personnel Data)
 - Minn. Stat. § 13.601, ~~§~~subd. 3 (~~Elected and Appointed Officials~~[Applicants for Employment](#))
 - [Minn. Stat. § 15.0597 \(Appointment to Multimember Agencies\)](#)
 - Minn. Stat. § 122A.20, ~~§~~subd. 2 (Mandatory Reporting)
 - Minn. Stat. § 122A.40, ~~§~~subds. 13 and 16 (Employment; Contracts; Termination)
 - [Minn. Stat. § 123B.03 \(Background Check\)](#)
 - [Minn. Stat. § 123B.143, §](#)subd. 2 ([Disclose Past Buyouts](#))
 - [Minn. Stat. Ch. 179 \(Minnesota Labor Relations Act\)](#)
 - [Minn. Stat. Ch. 179A \(Minnesota Public Labor Relations Act\)](#)
 - [Minn. Stat. § 253B.07;\(Judicial Commitment: Preliminary Procedures\)](#)
 - Minn. Stat. ~~Ch. § 260E 626.556, Subd. 7~~ (Reporting of Maltreatment of Minors)
 - [Minn. Stat. Ch. 268 \(Unemployment Insurance\)](#)
 - [Minn. R. Pt. 1205 \(Data Practices\)](#)
 - P.L. 104-191 (HIPAA)
 - 45 C.F.R. Parts 160, [162](#) 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/MASA Model Policy 722 \(Public Data Requests\)](#)
- MSBA ~~Service Manual, Chapter 13, School~~ Law Bulletin “T” (School Records – Privacy – Access to Data)

Adopted: _____

MSBA/MASA Model Policy 413

Orig. 1995

Revised: _____

Rev. 2017/21

413 HARASSMENT AND VIOLENCE

[Note: State law (Minnesota Statutes, section § 121A.03) requires that school districts adopt a sexual, religious, and racial harassment and violence policy that conforms with the Minnesota Human Rights Act, Minnesota Statutes, section 363A (MHRA). This policy complies with that statutory requirement and addresses the other classifications protected by the MHRA and/or federal law. While the recommendation is that school districts incorporate the other protected classifications, in addition to sex, religion, and race, into this policy, they are not specifically required to do so by Minnesota Statutes, section § 121A.03. The Minnesota Department of Education (MDE) is required to maintain and make available a model sexual, religious, and racial harassment policy in accordance with Minnesota Statutes, section § 121A.03. MDE's policy differs from that of MSBA and imposes greater requirements upon school districts than required by law. For that reason, MSBA recommends the adoption of its model policy by school districts. Each school board must submit a copy of the policy the board has adopted to the Commissioner of MDE.]

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment ~~that is~~ free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability (Protected Class).

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

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to maintain a learning and working environment ~~that is~~ free from harassment and violence on the basis of ~~race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability~~ Protected Class. The school district prohibits any form of harassment or violence on the basis of Protected Class ~~race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability~~.

B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other

school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's ~~Protected Class~~race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, as defined by this policy. (For purposes of this policy, school district personnel include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)

- C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's ~~Protected Class~~race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability.
- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's ~~Protected Class~~race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel ~~who is~~ found to have violated this policy.

III. DEFINITIONS

- A. "Assault" is:
 - 1. an act done with intent to cause fear in another of immediate bodily harm or death;
 - 2. the intentional infliction of or attempt to inflict bodily harm upon another; or
 - 3. the threat to do bodily harm to another with present ability to carry out the threat.
- B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, when the conduct:
 - 1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;

2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
3. otherwise adversely affects an individual's employment or academic opportunities.

C. "Immediately" means as soon as possible but in no event longer than 24 hours.

D. Protected Classifications; Definitions

1. "Disability" means, ~~with respect to an individual any condition or characteristic that renders a person a disabled person. A disabled person is any person who~~who:
 - a. ~~has~~ a physical, ~~sensory, sensory~~ or mental impairment ~~which that~~ substantially materially materially limits one or more major life activities of such individual;
 - b. has a record of such an impairment; or
 - c. is regarded as having such an impairment.
2. "Familial status" means the condition of one or more minors being domiciled with:
 - a. their parent or parents or the minor's legal guardian; or
 - b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment or violence discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
3. "Marital status" means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or violence discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
4. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.
5. "Sex" includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
6. "Sexual orientation" means having or being perceived as having an

emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness. "Sexual orientation" does not include a physical or sexual attachment to children by an adult.

7. "Status with regard to public assistance" means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.

E. "Remedial response" means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.

F. Sexual Harassment; Definition

1. Sexual harassment ~~includes—consists—of~~ unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct or communication of a sexual nature when:

a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or

b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or

c. that conduct or communication has the purpose or effect of substantially ~~or—unreasonably~~ interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.

2. Sexual harassment may include, but is not limited to:

a. unwelcome verbal harassment or abuse;

b. unwelcome pressure for sexual activity;

c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;

d. unwelcome sexual behavior or words, including demands for

sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;

- e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
- f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof ~~which that~~ involves the touching of another's intimate parts or forcing a person to touch any person's intimate parts. Intimate parts, as defined in ~~Minnesota Statutes, §section~~ 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.
2. Sexual violence may include, but is not limited to:
 - a. touching, patting, grabbing, or pinching another person's intimate parts, ~~whether that person is of the same sex or the opposite sex;~~
 - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
 - c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
 - d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to, ~~race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability~~ an individual's Protected Class.

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of ~~race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability~~ Protected Class

by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct ~~which~~that may constitute harassment or violence 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 from the school district office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. 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.
- D. In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. 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.
- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker 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 building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.

- G. In the District. The school board hereby designates _____ as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.¹
- H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. 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.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment 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, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

¹ In some school districts the superintendent may be the human rights officer. If so, an alternative individual should be designated by the school board.

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

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

V. INVESTIGATION

- A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall 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 target or victim, the complainant, and students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

- A. Upon completion of an investigation that determines a violation of this policy 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 requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulations.
- B. 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 targets or victims and alleged perpetrators of harassment or violence, the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.
- C. In order to prevent or respond to acts of harassment or violence 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) 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 acts of harassment or violence.

VII. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged harassment or violence prohibited by this policy, who testifies, assists, or participates in an investigation of retaliation or alleged harassment or violence, or who testifies, assists, or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, 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 harassment or violence. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

IX. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under ~~Minnesota Statutes: Chapter. 260E § 626.556~~ may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.
- B. This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- C. This policy shall appear in the student handbook.
- D. The school district will develop a method of discussing this policy with students and employees.
- E. The school district may implement violence prevention and character development education programs to prevent and 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, resourcefulness, and/or sexual abuse prevention.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. ~~§ Ch. 260E 626.556 et seq.~~ (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (~~Section 504 of the~~ Rehabilitation Act of 1973, ~~§ 504~~)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)

42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References:

MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
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 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 ([Title IX Sex Nondiscrimination, Grievance Procedures and Process Policy 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 528 (Student Parental, Family, and Marital Status Nondiscrimination)

Adopted: _____

MSBA/MASA Model Policy 501

Orig. 1995

Revised: _____

Rev. 20142021

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.
- D. “Dangerous Weapon” means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm. As used in this definition, “flammable liquid” means any liquid having a flash point below 100 degrees Fahrenheit and having a vapor pressure not exceeding 40 pounds per square inch (absolute) at 100 degrees Fahrenheit but does not include intoxicating liquor. As used in this subdivision, “combustible liquid” is a liquid having a flash point at or above 100 degrees Fahrenheit.

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 ~~Minnesota Statutes, §section~~ 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 ~~Minnesota Statutes, §§sections~~ 624.714 or 624.715 or other firearms in accordance with §Minnesota Statutes, section 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 §§Sections 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 the exceptions to the general prohibition of having a weapon on school grounds set forth in (7) to Minnesota Statutes, Section 609.66, Subdivision 1d (f) listed in Section IV.B. above. 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 Minnesota Statutes, 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 Minnesota Statutes, §section 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 willfully 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. The appropriate school official building principal shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a pupil student who brings a firearm to school unlawfully.

ED. 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.

VII. REPORTS OF DANGEROUS WEAPON INCIDENTS IN SCHOOL ZONES

- A. The school district must electronically report to the Commissioner of Education incidents involving the use or possession of a dangerous weapon in school zones, as required under Minnesota Statutes, section 121A.06.

Legal References: Minn. Stat. § 97B.045 (Transportation of Firearms)
Minn. Stat. § 121A.05 (Referral to Police)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 152.01, subd. 14(a) (Definition of a School Zone)
Minn. Stat. § 609.02, ~~S~~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)
In re A.D., 883 N.W.2d 251 (Minn. 2016)

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)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)

Adopted: _____

MSBA/MASA Model Policy 524

Orig. 1996

Revised: _____

Rev. 20192021

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. While not an exhaustive list, 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 “Facebook,” “Twitter,” “Instagram,” “Snapchat,” “TikTok,” ~~and~~ “Reddit,” and similar websites or applications.

7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person’s account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.
8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person’s property without the person’s prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.
9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.
10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district’s Bullying Prohibition Policy (~~MSBA/MASA Model Policy 514~~). This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.

- B. The school district has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. 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 may include, but are not limited to, ~~situations—serious or severe bullying or harassment targeting particular individuals, threats aimed at teachers or other students, failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities, and breaches of school security devices. 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~~ seeking technology revenue pursuant to ~~Minnesota Statutes, §section~~ 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

[Note: For a school district ~~which~~that 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, Minnesota Statutes, §section~~ 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

[Note: 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

[Note: School districts ~~which~~that 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~~that 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 may have the right at any time to investigate or review the contents of their child's files and e-mail files in accordance with the school district's Protection and Privacy of Pupil Records Policy. 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 Minnesota Statutes Chapter 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 Policy, and ~~Policy 515~~, Protection and Privacy of Pupil Records Policy.
 - 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: [Minn. Stat. Ch. 13 \(Minnesota Government Data Practices Act\)](#)
 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. § 1232g \(Family Educational Rights and Privacy Act\)](#)
 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)
[Mahanoy Area Sch. Dist. v. B.L., 594 U.S. _____, 141 S. Ct. 2038 \(2021\)](#)
[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 \(2nd Cir. 2008\)](#)
[Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 \(D. Minn. 2015\)](#)
[R.S. v. Minnewaska Area Sch. Dist. No. 2149, No. ~~12-588, 2012 WL~~](#)
[~~3870868-894 F.Supp.2d 1128~~ \(D. Minn. 2012\)](#)
[Tatro v. Univ. of Minnesota, 800 N.W.2d 811 \(Minn. App. 2011\), aff’d on](#)
[other grounds 816 N.W.2d 509 \(Minn. 2012\)](#)
[S.J.W. v. Lee’s Summit R-7 Sch. Dist., 696 F.3d 771 \(8th Cir. 2012\)](#)
[Kowalski v. Berkeley County Sch., 652 F.3d 565 \(4th Cir. 2011\)](#)
[Layshock v. Hermitage Sch. Dist., 650 F.3d 205 \(3rd Cir. 2011\)](#)
[Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton](#)
[R-III Sch. Dist., 853 F.Supp.2d 888 \(W.D. Mo. 2012\)](#)
[M.T. v. Cent. York Sch. Dist., 937 A.2d 538 \(Pa. Commw. Ct. 2007\)](#)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
 MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
 MSBA/MASA Model Policy 506 (Student Discipline)
 MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
 MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
 MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
 MSBA/MASA Model Policy 522 ([Title IX Sex Nondiscrimination Grievance Procedures and Process](#)~~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)

Adopted: May 3, 2004

Revised: August 6, 2018

102 EQUAL EDUCATIONAL OPPORTUNITY

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, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity and expression, or age. The school district also makes reasonable accommodations for students with disabilities.
- B. The school district prohibits harassment and discrimination of any individual based on any of the protected classifications 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 (Policy 413).
- C. The school district prohibits discrimination of students with a disability, within the intent of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), who need services, accommodations, or programs in order to receive a free appropriate public education. For information as to protections that may apply pursuant to Section 504 and the school district's corresponding procedures for addressing disability discrimination complaints, refer to the school district's policy on student disability nondiscrimination (Policy 521).
- D. The school district prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities. For information as to the protections that apply pursuant to Title IX and school district's corresponding procedures and processes for addressing sexual harassment and discrimination, refer to the school district's policy on Title IX sex nondiscrimination (Policy 522).
- E. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- F. Every school district employee shall be responsible for complying with this policy.
- G. 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. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References:
Policy 413 (Harassment and Violence)
Policy 521 (Student Disability Nondiscrimination)
Policy 522 (Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process)

Adopted: May 17, 2006

Revised: June 1, 2015

406 PUBLIC AND PRIVATE PERSONNEL DATA

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 employees, volunteers, independent contractors, and applicants (“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 not public and is accessible only to the following: the subject of the data, as limited by any applicable state or federal law; individuals within the school district whose work assignments reasonably require access; entities and agencies as determined by the responsible authority who are authorized by law to gain access to that specific data; and entities or individuals given access by the express written direction of the data subject.
- C. “Confidential” means the data are not public and are not accessible to the subject.
- D. “Parking space leasing data” means the following government data on an applicant for, or lessee 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, applicants for employment, volunteers or independent contractors for the school district. Personnel data include data submitted by an employee to the school district 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.
- 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 as defined in 45 C.F.R. § 160.103, that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium by a health care provider, in connection with a transaction covered by 45 C.F.R. Parts 160, 162 and 164. “Protected health information” excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, employment records held by a school district in its role as employer; and records regarding a person who has been deceased for more than fifty (50) years..
- H. “Public officials” means business managers; human resource directors; athletic directors whose duties include at least fifty (50) percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as superintendents and principals and in a charter school, individuals employed in comparable positions.

IV. PUBLIC PERSONNEL DATA

- A. The following information on current and former employees, volunteers and independent contractors of the school district, 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 Minnesota. Statutes, section 13.43, subdivision. 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 current and former applicants for employment by the school district 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 applicants are considered by the school board to be finalists for public employment.
- D. Applicants for appointment to a public body.
 - 1. Data about applicants for appointment to a public body collected by the school district as a result of the applicant's application for employment 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 Minnesota Statutes, section 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 Minnesota Statutes, section 13.43, subdivision 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minnesota Statutes, section 13.43, subdivision 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. 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 not listed in Section IV are private data will not be otherwise released unless authorized by law.
- 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 with regard to data on individuals 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 responsible authority determines is the dissemination is necessary for the labor organization to conduct elections, notify employees of fair share fee assessments and implement the provisions of Minnesota Statutes chapters 179 and 179A. Personnel data shall be disseminated to labor organizations and the Bureau of Mediation Services ("BMS") to the extent the dissemination is ordered or authorized by the Commissioner of the BMS.
- 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 its 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 prepetition screening team conducting an investigation of the employee under Minnesota Statutes, section 253B.07, subdivision 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 a crime or alleged crime committed by an employee.
- 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 does not have access to data that would identify the complainant or other witnesses if the responsible authority 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 must report to the Minnesota Professional Educator Licensing and Standards Board ("PELSB") or the Board of School Administrators ("BOSA"), whichever has jurisdiction over the teacher's or administrator's license, as required by Minnesota Statutes, section 122A.20, subdivision. 2, and shall, upon written request from the licensing board having jurisdiction over license, provide the licensing board with information about the teacher or administrator from the school district's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minnesota Statutes, section 122A.20, subdivision 2.
- M. Private personnel data shall be disclosed to the Department of Employment and Economic Development for the purpose of administration of the unemployment insurance program under Minnesota Statutes, Ch. 268.

- N. When a report of alleged maltreatment of a student in an elementary, middle school, high school or charter school is made to the Commissioner of the Minnesota Department of Education (“MDE”) under Minnesota Statutes Chapter 260E, data that are relevant and collected by the school facility 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 providing information to a parent, legal guardian, or custodian of a child in accordance with MDE Screening Guidelines.
- 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
1. 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
 2. 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 Minnesota Statutes Chapter 13.

Data that are released under this paragraph must not include data on the student.

- P. Data submitted by an employee to the school district 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 improve the school district operations is private data. An employee who is identified in a suggestion, however, shall have access to all data in the suggestion except the identity of the employee making the suggestion.
- Q. Protected health information, as defined in 45 C.F.R. Parts 160 and 164, on employees is private and will not be disclosed except as permitted or required by law.
- R. Personal home contact information for employees may be used by the school district to ensure that an employee can be reached in the event of an emergency or other disruption affecting continuity of school district operations and may be 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 continuing contract teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual offenses involving a child as set forth in Minnesota Statutes, section 122A.40, subdivision 13(b), or when the Commissioner of the MDE makes a final determination of child maltreatment involving a teacher under Minnesota Statutes, section 260E.21, subdivision 4 or 260E.35, 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 Minnesota Statutes, section 13.41, subdivision. 5, and must provide PELSB and the licensing division at MDE with the necessary and relevant information to enable PELSB 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 Minnesota Statutes, section 123B.03, a school board or other school hiring authority must contact PELSB 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 Minnesota Statutes Chapter 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 either 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.

The responsible authority, or a school district employee if so designated, shall serve as the school district's data practices compliance official and, as such, shall be the employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

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. § 13.03 (Access to Government Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 13.39 (Civil Investigation Data)
Minn. Stat. § 13.41 (Licensing Data – Public Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, subd. 3 (Applicants for Employment)
Minn. Stat. § 15.0597 (Appointment to Multimember Agencies)
Minn. Stat. § 122A.20, subd. 2 (Mandatory Reporting)
Minn. Stat. § 122A.40, subds. 13 and 16 (Employment; Contracts; Termination)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.143, subd. 2 (Disclose Past Buyouts)
Minn. Stat. Ch. 179 (Minnesota Labor Relations Act)
Minn. Stat. Ch. 179A (Minnesota Public Labor Relations Act)
Minn. Stat. § 253B.07 (Judicial Commitment: Preliminary Procedures)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. Ch. 268 (Unemployment Insurance)
Minn. R. Pt. 1205 (Data Practices)
P.L. 104-191 (HIPAA)
45 C.F.R. Parts 160, 162 and 164 (HIPAA Regulations)
- Cross References:*** Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
Policy 515 (Protection and Privacy of Pupil Records)
Policy 722 (Public Data Requests)
MSBA Law Bulletin “I” (School Records – Privacy – Access to Data)

Adopted: October 7, 1993

Revised: September 10, 2018

Reviewed: July 12, 2021

413 HARASSMENT AND VIOLENCE

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability (Protected Class).

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to maintain a learning and working environment free from harassment and violence on the basis of Protected Class. The school district prohibits any form of harassment or violence on the basis of Protected Class.
- B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's Protected Class, as defined by this policy. (For purposes of this policy, school district personnel include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)
- C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's Protected Class.
- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's Protected Class, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel found to have violated this policy.

III. DEFINITIONS

- A. "Assault" is:
 - 1. an act done with intent to cause fear in another of immediate bodily harm or death;

2. the intentional infliction of or attempt to inflict bodily harm upon another; or
 3. the threat to do bodily harm to another with present ability to carry out the threat.
- B. “Harassment” prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual’s or group of individuals’ race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, when the conduct:
1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
 2. has the purpose or effect of substantially or unreasonably interfering with an individual’s work or academic performance; or
 3. otherwise adversely affects an individual’s employment or academic opportunities.
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. Protected Classifications; Definitions
1. “Disability” means, with respect to an individual who
 - a. a physical sensory or mental impairment that materially limits one or more major life activities of such individual;
 - b. has a record of such an impairment; or
 - c. is regarded as having such an impairment.
 2. “Familial status” means the condition of one or more minors being domiciled with:
 - a. their parent or parents or the minor’s legal guardian; or
 - b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
 3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.

4. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
 5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
 6. “Sexual orientation” means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness. “Sexual orientation” does not include a physical or sexual attachment to children by an adult.
 7. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.
- F. Sexual Harassment; Definition
1. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
 - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s employment or education; or
 - c. that conduct or communication has the purpose or effect of substantially interfering with an individual’s employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
 2. Sexual harassment may include, but is not limited to:
 - a. unwelcome verbal harassment or abuse;
 - b. unwelcome pressure for sexual activity;
 - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers,

administrators, or other school district personnel to avoid physical harm to persons or property;

- d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
- e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
- f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence; Definition

- 1. Sexual violence is a physical act of aggression or force or the threat thereof that involves the touching of another's intimate parts or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statutes, section 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.
- 2. Sexual violence may include, but is not limited to:
 - a. touching, patting, grabbing, or pinching another person's intimate parts
 - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
 - c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
 - d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to an individual's Protected Class.

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of Protected Class by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher,

administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct that may constitute harassment or violence 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 from the school district office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. 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.
- D. In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. 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.
- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker 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 building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.

- G. In the District. The school board hereby designates the Superintendent as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.
- H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. 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.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment 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, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting 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 violence or harassment or engage in an act of reprisal or intentional false reporting of violence or harassment may result in disciplinary action up to and including termination or discharge.

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

V. INVESTIGATION

- A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall 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 target or victim, the complainant, and students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

- A. Upon completion of an investigation that determines a violation of this policy 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 requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulations.
- B. 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 targets or victims and alleged perpetrators of harassment or violence, the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.

- C. In order to prevent or respond to acts of harassment or violence 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) 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 acts of harassment or violence.

VII. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged harassment or violence prohibited by this policy, who testifies, assists, or participates in an investigation of retaliation or alleged harassment or violence, or who testifies, assists, or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, 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 harassment or violence. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

IX. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minnesota Statutes Chapter. 260E may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.

- B. This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- C. This policy shall appear in the student handbook.
- D. The school district will develop a method of discussing this policy with students and employees.
- E. The school district may implement violence prevention and character development education programs to prevent and 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, resourcefulness, and/or sexual abuse prevention.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: Policy 102 (Equal Educational Opportunity)
Policy 401 (Equal Employment Opportunity)
Policy 402 (Disability Nondiscrimination Policy)
Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Policy 406 (Public and Private Personnel Data)
Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
Policy 506 (Student Discipline)
Policy 514 (Bullying Prohibition Policy)
Policy 515 (Protection and Privacy of Pupil Records)
Policy 521 (Student Disability Nondiscrimination)
Policy 522 (Title IX Sex Nondiscrimination, Grievance Procedures and Process)
Policy 524 (Internet Acceptable Use and Safety Policy)

Policy 525 (Violence Prevention)

Policy 526 (Hazing Prohibition)

Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

Adopted: March 16, 2005

Revised: August 21, 2006

501 SCHOOL WEAPONS POLICY

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"**
- "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.
- D. “Dangerous Weapon” means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm. As used in this definition, "flammable liquid" means any liquid having a flash point below 100 degrees Fahrenheit and having a vapor pressure not exceeding 40 pounds per square inch (absolute) at 100 degrees Fahrenheit but does not include intoxicating liquor. As used in this subdivision, "combustible liquid" is a liquid having a flash point at or above 100 degrees Fahrenheit.

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 Minnesota Statutes, section 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 Minnesota Statutes sections 624.714 or 624.715 or other firearms in accordance with Minnesota Statutes, section 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 Sections 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.

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 Minnesota Statutes, section 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 willfully 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. The building principal shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully.
- D. 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.
- 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.

VII. REPORTS OF DANGEROUS WEAPON INCIDENTS IN SCHOOL ZONES

- A. The school district must electronically report to the Commissioner of Education incidents involving the use or possession of a dangerous weapon in school zones, as required under Minnesota Statutes, section 121A.06.

Legal References: Minn. Stat. § 97B.045 (Transportation of Firearms)
Minn. Stat. § 121A.05 (Referral to Police)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 152.01, subd. 14(a) (Definition of a School Zone)
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)
In re A.D., 883 N.W.2d 251 (Minn. 2016)

Cross References: Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Policy 506 (Student Discipline)
Policy 525 (Violence Prevention)
Policy 903 (Visitors to School District Buildings and Sites)

Adopted: June 21, 2004

Revised: November, 2019

Reviewed: July 12, 2021

524 INTERNET ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. LIMITED EDUCATIONAL PURPOSE

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

IV. USE OF SYSTEM IS A PRIVILEGE

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

district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

- A. The following uses of the school district system and Internet resources or accounts are considered unacceptable:
1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:
 - a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
 - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - d. information or materials that could cause damage or danger of disruption to the educational process;
 - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
 2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
 3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.
 4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.

5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.
6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.
 - a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).
 - b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:
 - (1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or
 - (2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

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

- c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as “Facebook,” “Twitter,” “Instagram,” “Snapchat,” and “Reddit,” and similar websites or applications.
 7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person’s account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.
 8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person’s property without the person’s prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.
 9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.
 10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district’s Bullying Prohibition Policy 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

- A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:
 - 1. Obscene;
 - 2. Child pornography; or
 - 3. Harmful to minors.
- B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:
 - 1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
 - 2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
 - 3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

- D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
- E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

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

VIII. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.
- B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. Parents have the right at any time to investigate or review the contents of their child's files and e-mail files. Parents have the right to request the termination of their child's individual account at any time.
- E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minn. Stat. Ch. 13 (the Minnesota Government Data Practices Act).
- F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE AGREEMENT

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

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

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

XI. USER NOTIFICATION

- A. All users shall be notified of the school district policies relating to Internet use.
- B. This notification shall include the following:
 - 1. Notification that Internet use is subject to compliance with school district policies.
 - 2. Disclaimers limiting the school district's liability relative to:
 - a. Information stored on school district diskettes, hard drives, or servers.
 - b. Information retrieved through school district computers, networks, or online resources.
 - c. Personal property used to access school district computers, networks, or online resources.

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

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

- A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.
- B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:
 1. A copy of the user notification form provided to the student user.
 2. A description of parent/guardian responsibilities.

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

XIII. IMPLEMENTATION; POLICY REVIEW

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

Legal References: 15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
 17 U.S.C. § 101 *et seq.* (Copyrights)
 47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))
 47 C.F.R. § 54.520 (FCC rules implementing CIPA)
 Minn. Stat. § 121A.031 (School Student Bullying Policy)
 Minn. Stat. § 125B.15 (Internet Access for Students)
 Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
United States v. Amer. Library Assoc., 539 U.S. 194, 123 S.Ct. 2297, 56 L.Ed.2d 221 (2003)
Doninger v. Niehoff, 527 F.3d 41 (2nd Cir. 2008)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, No. 12-588, 2012 WL 3870868 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), *aff'd* on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee's Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)

Kowalski v. Berkeley County Sch., 652 F.3d 565 (4th Cir. 2011)
Layshock v. Hermitage Sch. Dist., 650 F.3d 205 (3rd Cir. 2011)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

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

**BECKER PUBLIC SCHOOLS
GENERAL FUND
GROSS LEVY COMPARISON**

	ACTUAL 2020 PAY 2021	PROPOSED 2021 PAY 2022	DOLLAR DIFFERENCE
1 Operating Referendum Levies	\$ 2,580,199	\$ 2,587,825	\$ 7,626
2 Operating Capital Levy	248,368	247,083	(1,285)
3 Equity and Local Optional Levies	2,425,455	2,402,130	(23,325)
4 Reemployment Levy	60,674	82,890	22,216
5 Safe Schools Levy	114,164	111,224	(2,940)
6 Career & Technical Levy	32,200	34,062	1,862
7 Integration Levy	82,110	75,096	(7,014)
8 Long Term Facilities Maintenance	811,608	776,334	(35,274)
9 Building Lease Levy	288,009	312,085	24,076
10 Capital Projects Referendum Levy	476,669	503,787	27,118
11 Judgements Levy	-	-	0
12 Annual OPEB Levy	160,662	192,412	31,750
13 General Fund Adjustments	561	8,650	8,089
TOTAL PROPOSED LEVY	\$ 7,280,679	\$ 7,333,578	\$ 52,899

**BECKER PUBLIC SCHOOLS
COMMUNITY EDUCATION
GROSS LEVY COMPARISON**

	ACTUAL	PROPOSED	DOLLAR
	2020 PAY 2021	2021 PAY 2022	DIFFERENCE
Basic Community Ed. Levy	\$ 92,544	\$ 97,551	\$ 5,007
Early Childhood Levy	69,548	71,228	1,680
Adults with Disabilities Levy	4,500	-	(4,500)
School Age Care Levy	45,585	43,435	(2,150)
Home Visit Levy	1,696	1,893	197
Abatements	12	5	(7)
TOTAL PROPOSED LEVY	\$ 213,885	\$ 214,112	\$ 227

**BECKER PUBLIC SCHOOLS
DEBT SERVICE
GROSS LEVY COMPARISON**

	ACTUAL	PROPOSED	DOLLAR
	2020 PAY 2021	2021 PAY 2022	DIFFERENCE
Required Debt Service Levy	\$ 3,545,225	\$ 3,438,901	\$ (106,324)
Abatement Adjustments	372	202	(170)
Reduction For Debt Excess	(154,728)	(149,387)	5,341
TOTAL PROPOSED LEVY	\$ 3,390,869	\$ 3,289,716	\$ (101,153)

BECKER PUBLIC SCHOOLS
ALL FUNDS
GROSS LEVY COMPARISON

	ACTUAL 2020 PAY 2021	PROPOSED 2021 PAY 2022	DOLLAR DIFFERENCE	% Change
General Fund	\$ 7,280,679	\$ 7,333,578	\$ 52,899	0.73%
Community Education Fund	213,885	214,112	227	0.11%
Debt Service Fund	<u>3,390,869</u>	<u>3,289,716</u>	<u>(101,153)</u>	-2.98%
TOTAL PROPOSED LEVY	\$ 10,885,433	\$ 10,837,406	\$ (48,027)	-0.44%

2021 Delegate Assembly Proposed Legislative Resolution



The MSBA Board of Directors encourages your participation in the policymaking process. Please submit your idea(s) for potential consideration at MSBA’s Delegate Assembly using this form.

Name/Title: Mark Swanson, Becker Public Schools Vice Chair, Delegate Assembly Representative

Equalization of Federal Emergency Funds

School district: Becker Public School District

Phone Cell: 763-234-0727

Office:

Home :

E-mail address: mswanson@isd726.org

- This resolution is submitted with the support of the school board.**
- This resolution is submitted by an individual school board member.**

RESOLUTION STATEMENT

Please state in one to two sentences what action you would like the legislature to take.

BE IT RESOLVED THAT MSBA URGES THE LEGISLATURE TO set a timeline for final distribution of statewide student assessment results, currently MCA’s. We would like final results distributed within a reasonable time of the statewide assessment window closure or movement of statewide assessments into the month of May.

BACKGROUND BY SCHOOL DISTRICT

Students are provided with preliminary results immediately after taking statewide assessments. Pearson is a large and capable organization that has the ability to meet the needs of faster official results for school districts. Representative Erickson has proposed legislation for faster delivery of final results, as a MN Representative, she understands the value of immediate results and feedback.

RATIONALE BY THE SCHOOL DISTRICT

- 1. Schools would like to utilize current data to continue to plan and improve immediate instruction. The incredible delay in assessment results prohibits effective use of data.*
- 2. Planning for programming such as overall grade, school, and district performance is important, but done in the spring or early summer of each school year.*
- 3. Identifying specific student groups is important to understanding school and district performance.*
- 4. Making decisions using MCA as part of multiple data points is important to school district decisions.*
- 5. Results are not shared until late summer creating problems with the value of the data.*

Submit resolution form(s) by Thursday, September 30, to Jen Ebert (jebert@mnmsba.org) via email or by fax to 507-931-1515.

Or mail to:

MSBA – Delegate Assembly, 1900 West Jefferson Avenue, St. Peter, MN 56082

Direct questions to Kim Lewis (kewis@mnmsba.org)

2021 Delegate Assembly Proposed Legislative Resolution



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Name/Title: Mark Swanson, Becker Public Schools Vice Chair, Delegate Assembly Representative

Equalization of Federal Emergency Funds

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 This resolution is submitted by an individual school board member.

RESOLUTION STATEMENT

Please state in one to two sentences what action you would like the legislature to take.

BE IT RESOLVED THAT MSBA URGES THE LEGISLATURE TO equalize the federal COVID relief dollars to those school districts who received less than the statewide average of funding with one-time money.

BACKGROUND BY SCHOOL DISTRICT

Governor Walz was quoted saying, "This is it it's a once in a century situation, I want you to know I will fight to make sure that there is fair funding as I said this. It should not matter where, what your zip code is or what your race is you should get a quality education."

The average of ESSER I, II, and III per ADM is approximately \$2,665 per. That means 317 of the 498 school districts in one run listed received under the average, showing the disparity in the funding.

With ESSER I, II, and III funding, six schools received at least \$7,600 per ADM. These six schools received \$594,969,555 out of \$1,672,279,531 or 36% of the funding for 69,694 students out of 798,804 students or 8.7% of students.

34% of ESSER funding went to 8% of the students within the state.

There are schools with under 1000 students (International Falls and Crosby-Ironton) receiving more funding (approximately \$1.4 million each) through ESSER I and II than schools with about 10,000 students (Eastern Carver County and Lakeville) who are receiving about \$1.2 million each?

There are schools with under 300 students receiving about \$600,000 while schools with over 6,000 students are receiving under \$500,000 our of ESSER I and II Funding? (College Preparatory Elementary and STMA School District respectively)

-Covid has affected students across the state and is non-discriminatory in how people are affected. In the case of students, schools varied in their learning models and were required to follow specific guidelines causing these increased costs universally among all schools.

RATIONALE BY THE SCHOOL DISTRICT

1. *All school district staff and students were affected by COVID.*
2. *All school district staff and students were affected by federal and state mandates and Executive Orders.*
3. *Funding for similar communities and similar size school districts with student make up within 3-8% difference was vastly different.*
4. *Schools with attached borders and similar FRP counts were off by as much as 3 times the amount of funding from ESSER monies.*

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