



SAINT PETER SCHOOL BOARD
Regular Board Meeting
Thursday, February 18, 2021
Saint Peter Community Center-Governors' Room
6:30 PM

I. Call Meeting to Order	
II. Consideration and Adoption of the Agenda	
III. Consider Requests to Speak on the Agenda	
IV. Approval of Consent Agenda Items	2
V. Student Spotlight	
1. Stella Bublitz, North Elementary	
2. Student Council Report	
VI. Action Items	
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VII. Information Items	
1. First Reading of Policies	72
VIII. Reports	
1. Building Principals	
2. Superintendent of Schools	
3. Board Members	
a. Around the Table	
IX. Upcoming Meetings of the School Board	
1. Study Session	
Monday, March 1, 2021	
6:30PM	
SPMS-Media Center	
Policy Review Committee	
Tuesday, March 2, 2021	
9:00AM	
SPMS-Conference Room A/B	
Regular School Board Meeting	
Monday, March 15, 2021	
6:30PM	
SPCC-Governor's Room	
X. Adjournment	



ADDENDUM

BOARD MEETING Thursday, February 18, 2021 Governor's Room 6:30PM

IV. CONSENT AGENDA

1. Approval of the Organizational Meeting Minutes of January 4, 2021.
2. Approval of the Regular Board Meeting Minutes of January 4, 2021.
3. Approval of the Special Board Meeting Minutes of February 1, 2021.
4. Approval of the Study Session Minutes of February 11, 2021.
5. Approval of Bills (\$2,370,897.87) and wire transfers (\$3,316,516.30) for December 2020.
6. Approval of Bills (\$1,529,810.02) and wire transfers (\$5,182,409.23) for January 2021.
7. Grants & Donations
 - a. The approval of a donation in the amount of \$8,000 from First Lutheran Church to be used by the Student Support Service Team.
 - b. The approval of a grant in the amount of \$2,000 from GENYOUth to be used for emergency school nutrition funding.
 - c. The approval of a donation in the amount of \$50,000 from Saint Paul and Minnesota Foundation on behalf of an anonymous donor to support the students and staff of South Elementary.
7. Personnel
 - a. The approval of the hiring on a long-term 1st grade teacher substitute (Susan Wolfe) at South Elementary. This position is available due to a maternity leave.

- b. The approval of the paternity leave request of a PE teacher (Alex Weis) at Saint Peter Middle School beginning on or around March 8, 2021 and extending through April 6, 2021.
- c. The approval of a Family Medical Leave for a special education paraprofessional (Kawthar Abdi) at North Elementary beginning January 11, 2021.
- d. The approval of the hiring on a long-term clerical substitute (Cheyanna Torbenson) at North Elementary. This position is available due to a family medical leave.
- e. The approval of the hiring on a long-term 3rd grade teacher substitute (Mckenzie Sederberg) at North Elementary. This position is available due to a maternity leave.
- f. The approval of the hiring of a special education paraprofessional (Amy Raebel) at Saint Peter Middle School effective January 25, 2021.
- g. The acceptance of the resignation of a special education paraprofessional (Kalthoum Mohamed) at Saint Peter High School effective January 20, 2021.
- h. The approval of the hiring of a full-time night custodian (Bryon Hornick) at North Elementary effective February 8, 2021.
- i. The acceptance of the resignation of a special education paraprofessional (Melissa Baringer) at North Elementary effective January 29, 2021.
- j. The approval of the hiring of a District Maintenance Engineer (Russell Lawrence) with Saint Peter Public Schools effective February 1, 2021.
- k. The approval of the hiring of a K-8 guaranteed substitute teacher (Aliza Doherty) effective January 25-May 27, 2021.
- l. The approval of the hiring of a Community Outreach Coordinator (Heather Deshayes) effective March 8, 2021. This is a new position.
- m. The approval of the hiring of a distance learning kindergarten substitute teacher (Lena Cole) at South Elementary.
- n. The acceptance of the resignation of a Special Education Teacher (Aaron Hagen) at South Elementary effective at the end of the 2020-

2021 school year.

- o. The acceptance of the resignation of a Special Education Paraprofessional (Nels Kallaus) at South Elementary effective February 16, 2021.
- p. The approval of the Regional Network Membership Agreement with SOCRATES.
- q. The approval of 2020-2021 Winter Coaches. (Please see the attachment for the list of assignments).

The Minutes of the Meeting Have Not Been Approved Minutes of Organizational Meeting

The School Board Saint Peter Public Schools

Members Present: Drew Dixon, Tim Lokensgard, Ben Leonard, Jon Carlson, Vickie Hager, Tracy Stuewe & Bill Soderlund.

Others present: Superintendent Bill Gronseth, Principals: Annette Engeldinger, Jon Graff, Darin Doherty, Doreen Oelke, Ytve Prafke, and Chris Ovrebo, Administrative Team members: Tim Regner, Tami Skinner and Jordan Paula.

An Organizational Meeting of the School Board of Saint Peter Public Schools was held Monday, January 4, 2021, beginning at 6:30 PM via a virtual meeting.

I. **Call Meeting to Order**-Leonard, 6:42PM

II. **Consideration and Adoption of the Agenda** (Carlson/Lokensgard) AYE: Soderlund, Hager, Carlson, Dixon, Stuewe, Lokensgard, Leonard NAY: None, Motion passed.

III. **Election of Officers**

1. Chairperson

Stuewe nominated Jon Carlson, Dixon nominated Ben Leonard

Votes: Soderlund-Carlson, Hager-Leonard, Carlson-Carlson, Dixon-Leonard, Stuewe-Carlson, Lokensgard-Leonard, Leonard-Leonard. Ben Leonard is elected School Board Chair.

2. Vice Chairperson-Carlson nominated Tim Lokensgard as Vice Chair of the school board. Leonard declared him elected by acclamation.

3. Clerk-Lokensgard nominated Drew Dixon as Clerk of the school board. Leonard declared him elected by acclamation.

4. Treasurer- Leonard nominated Jon Carlson as Treasurer of the school board. Leonard declared him elected by acclamation.

IV. **Designate Depositories**-(Lokensgard/Dixon) to designate First National Bank of Saint Peter, Pioneer Bank of Saint Peter, HomeTown Bank of Saint Peter, CCF Bank of Saint Peter, U.S. Bank of Saint Paul, Wells Fargo, South Point Financial Credit Union and MSDLAF (MSBA Investment Program) as depositories for school district funds.

AYE: Soderlund, Hager, Carlson, Dixon, Stuewe, Lokensgard, Leonard NAY: None, Motion passed.

- V. **Designate Official Newspaper**-(Dixon/Hager) to designate the Saint Peter Herald as the official newspaper for the school district.
 AYE: Soderlund, Hager, Carlson, Dixon, Stuewe, Lokensgard, Leonard NAY: None,
 Motion passed.
- VI. **Designate Auditor for School District Audit**-(Carlson/Stuewe) to designate Abdo, Eick & Meyers LLP as the auditors for the school district.
 AYE: Soderlund, Hager, Carlson, Dixon, Stuewe, Lokensgard, Leonard NAY:
 None, Motion passed.
- VII. **Designate Business Manager, or His Designee, to Continue to Make Wire Transfers for the School District**-(Carlson/Hager) to designate the Business Manager, or his designee, to continue to make wire transfers for the school district.
 AYE: Soderlund, Hager, Carlson, Dixon, Stuewe, Lokensgard, Leonard NAY:
 None, Motion passed.
- VIII. **Designate Superintendent to Approve Non-Resident Student Agreements**-(Dixon/Lokensgard) to designate the Superintendent to approve Non-resident Student Agreements for the school district.
 AYE: Soderlund, Hager, Carlson, Dixon, Stuewe, Lokensgard, Leonard NAY:
 None, Motion passed.
- IX. **Set Board Salaries**-(Carlson/Lokensgard) to designate Board Chair-\$400/month; Vice Chair-\$200;Treasurer-\$300/month; Clerk-\$250/month; Director-\$200/month; \$100/month stipend to members of Negotiations Committee; \$100/month stipend to members of Policy Review Committee while transitioning to MSBA policies
 AYE: Hager, Carlson, Dixon, Stuewe, Lokensgard, Leonard NAY: Soderlund,
 Motion passed.
- X. **Identify Primary Legal Council**-(Lokensgard/Hager) to designate Kennedy and Graven as the districts primary legal council and authorize the following individuals to contact them when needed; Board chairperson, the Superintendent and the Special Programs (Human Resources) Administrator.
 AYE: Soderlund, Hager, Carlson, Dixon, Stuewe, Lokensgard, Leonard NAY:
 None, Motion passed.
- XI. **Set Day, Time, and Place of Regular Board Meetings and Study Sessions**-(Dixon/Stuewe) to recommend: (1) set regular board meetings for the third Monday of the month at 6:30PM in the Governor's Room/Community Center; (2) set study sessions for the first Monday of the month at 6:30PM in the Middle School Media Center; and (3) set the January meeting for the first

Monday of the month and the February meeting for the third Thursday of the month due to conflicts with holidays.

AYE: Soderlund, Hager, Carlson, Dixon, Stuewe, Lokensgard, Leonard NAY: None, Motion passed.

XII. **Discuss Appointments to the Following Committees**-Chair Leonard will email board members a list of potential committee assignments. Once committees are decided they will be posted on the website.

XIII. **Adjournment**-7:24PM (Dixon/Hager) AYE: Soderlund, Hager, Carlson, Dixon, Stuewe, Lokensgard, Leonard NAY: None, Motion passed.

Dated: February 18, 2020

Drew Dixon, Board Clerk

The Minutes of the Meeting Have Not Been Approved Minutes of Regular Board Meeting

The School Board Saint Peter Public Schools

Members Present: Drew Dixon, Tim Lokensgard, Ben Leonard, Jon Carlson, Vickie Hager, Tracy Stuewe & Bill Soderlund.

Others present: Superintendent Bill Gronseth, Principals: Annette Engeldinger, Jon Graff, Darin Doherty, Doreen Oelke, Ytve Prafke, and Chris Ovrebo, Administrative Team members: Tim Regner, Tami Skinner and Jordan Paula.

A Regular Board Meeting of the School Board of Saint Peter Public Schools was held Monday, January 4, 2021, beginning at 7:00 PM via a virtual meeting.

I. Call Meeting to Order-Leonard, 7:31PM

II. Consideration and Adoption of the Agenda-(Soderlund/Lokensgard) AYE: Lokensgard, Stuewe, Dixon, Carlson, Hager, Soderlund, Leonard NAY: None, Motion passed.

III. Consider Requests to Speak on the Agenda

IV. Approval of Consent Agenda Items-(Dixon/Hager) AYE: Lokensgard, Stuewe, Dixon, Carlson, Hager, Soderlund, Leonard NAY: None, Motion passed.

1. Approval of Regular Board Meeting Minutes of December 21, 2020.
2. Personnel
 - a. The acceptance of the resignation of a Night Custodial Engineer (Michael Fitzpatrick) effective December 21, 2020.
 - b. The approval of the return from a Family Medical Leave for a special education paraprofessional (Erin Domras) at North Elementary beginning January 4, 2021.
 - c. The approval of the maternity leave request of a special education teacher (Abby Ramirez) at North Elementary beginning on or around May 4, 2021 and returning for the 2021-2022 school year.
 - d. The approval of the hiring on a long-term Spanish substitute (Marisa Gustafson) at Saint Peter High school. This position is available due to a maternity leave.
 - e. The approval of the hiring on a long-term EL substitute (Heidi Niemeyer) at Saint Peter High school. This position is available due to a maternity leave.

- f. The approval of the maternity leave request of a teacher (Kelly Bjorklund) at South Elementary beginning on or around March 25, 2021 and extending through May 28, 2021.
- g. The declaring of technology equipment as obsolete due to age and disrepair. A memo is included in your packet.

V. Student Spotlight-Lyric Ruble, Saint Peter Middle School-Lyric is a highly regarded student at SPMS. She commends her teachers on their organization and their abilities to communicate well their students this year. The hybrid schedule has been difficult for her and causes her to feel less connected with her classes. She is hoping to get back into the middle school full-time yet this year. Long-term Lyric would like to attend a four-year college and begin a career that combines her love of communication and health.

VI. Action Items

- 1. Consider Approval of High School Course/Program Changes for 2021-2022- (Stuewe/Leonard) AYE: Lokensgard, Stuewe, Dixon, Carlson, Hager, Soderlund, Leonard NAY: None, Motion passed.
- 2. Consider Approval of 2020-2021 World's Best Workforce Goals-(Dixon/Carlson) AYE: Lokensgard, Stuewe, Dixon, Carlson, Hager, Soderlund, Leonard NAY: None, Motion passed.
- 3. Second Reading of Revisions to the Policy Manual-(Leonard/Stuewe) AYE: Lokensgard, Stuewe, Dixon, Carlson, Hager, Soderlund, Leonard NAY: None, Motion passed.
- 4. Consider Approval of MOU with SPEA-(Carlson/Lokensgard) AYE: Lokensgard, Stuewe, Dixon, Carlson, Hager, Soderlund, Leonard NAY: None, Motion passed.

VII. Information Items

- 1. Enrollment Options: Yearly Comparison Report-Overall enrollment is down about 30 students across the district. A large number of these students have opted for perochial or home school.

VIII. Reports

- 1. Building Principals-Mrs. Oelke spoke for the principals. North and South have wrapped up distance learning. Thinking though acclimating students back to school (through hybrid learning) and preparing them for all-in on January 19th. Middle school and high school resumed distance learning and began athletic practices today.
- 2. Superintendent of Schools- Regional team has given the okay for SPPS to continue with learning model transitions as planned at this time. Practices started today and competitions can begin on the 14th. Sarah will share a conflict of interest form with the school board and administrative team. Please continue to monitor for symptoms and stay home when necessary.
- 3. Board Members

a. Around the Table

Stuewe- Excited for elementary families, would like to have more contact for MS/HS during hybrid

Carlson-Excited for more in-person instruction

Soderlund- Feeling united as a board and excited for more in-person instruction

Leonard-Thanks everyone for their commitment to the district

IX. Upcoming Meetings of the School Board

1. Policy Review Committee

Tuesday, January 5, 2021

3:00PM

Virtual

2. MSBA Winter Conference

Thursdays January 14, 21, 28, 2021

8:00AM-12:00PM

Virtual

3. Calendar Committee

Wednesday, January 20, 2021

1:00PM

Virtual

4. Study Session

Monday, February 1, 2021

6:30PM

TBD

5. Regular School Board Meeting

Thursday, February 18, 2021

6:30PM

TBD

X. Adjournment-8:26PM (Stuewe/Lokensgard) AYE: Lokensgard, Stuewe, Dixon, Carlson, Hager, Soderlund, Leonard NAY: None, Motion passed.

Dated: February 18, 2021

Drew Dixon, Board Clerk

THE MINUTES OF THE MEETING HAVE NOT BEEN APPROVED

Minutes of Special Board Meeting

The School Board Saint Peter Public Schools

Members Present: Drew Dixon, Tim Lokensgard, Ben Leonard, Jon Carlson, Vickie Hager, Tracy Stuewe & Bill Soderlund.

Others present: Superintendent Bill Gronseth, Principals: Annette Engeldinger, Jon Graff, Darin Doherty, Doreen Oelke, Ytve Prafke, and Chris Ovrebo, Administrative Team members: Marc Bachman, Tim Regner, Tami Skinner and Jordan Paula and members of the public.

A Special Board Meeting of the School Board of Saint Peter Public Schools was held Monday, February 1, 2021, beginning at 6:30 PM via a virtual meeting.

I. Call Meeting to Order-6:32PM, Leonard

II. Consideration and Adoption of the Agenda-Dixon motioned to accept the agenda with one change. He motioned to move "Consider Requests to Speak on the Agenda" to follow the Learning Model presentation as requested by a community member. Seconded by Stuewe. AYE: Lokensgard, Hager, Dixon, Soderlund, Stuewe, Carlson, Leonard NAY: None, Motion passed.

III. Action Items

1. Consideration of Learning Model Transition-(Dixon/Hager) AYE: Lokensgard, Hager, Dixon, Carlson, Leonard NAY: Soderlund, Stuewe Motion passed.

An additional school board meeting will be scheduled for February 11th at 6:30PM in hopes of allowing an earlier return or a phased approach to implementing in person learning.

IV. Consider Requests to Speak on the Agenda-Community Member and parent, Bill Weber presented the school board with questions he requested answers to during the meeting. Community member and parent, Kelsey Hutchins spoke to the school board on why she did not support a transition to full-in person learning.

V. Upcoming Meetings of the School Board
Calendar Committee

Tuesday, February 2, 2021

3:00PM
SPMS-Room 124

Policy Review Committee
Friday, February 5, 2021
8:00AM
SPMS-Room 124

Instructional Program Committee
Wednesday, February 10, 2021
11:00AM
SPMS-Room 124

Special School Board Meeting
Thursday, February 11, 2021
6:30PM
Virtual

Regular School Board Meeting
Thursday, February 18, 2021
6:30PM
TBD

VI. Adjournment-9:05PM (Stuewe/Hager) AYE:Lokensgard, Hager, Dixon,
Soderlund, Stuewe, Carlson, Leonard NAY: None, Motion passed.

Dated: February 18, 2021

Drew Dixon, Board Clerk

THE MINUTES OF THE MEETING HAVE NOT BEEN APPROVED

Minutes of Study Session

The School Board

Saint Peter Public Schools

Members Present: Drew Dixon (Virtually), Tim Lokensgard, Ben Leonard, Jon Carlson, Vickie Hager, Tracy Stuewe & Bill Soderlund.

Others present: Superintendent Bill Gronseth, Principals: Annette Engeldinger, Jon Graff, and Chris Ovrebo

A Study Session of the School Board of Saint Peter Public Schools was held Thursday, February 11, 2021, beginning at 6:30 PM in the Saint Peter High School Band Room-C129.

I. Call Meeting to Order -Leonard, 6:33PM

II. Consideration and Adoption of the Agenda (Lokensgard/Hager, unanimous)

III. Consider Requests to Speak on the Agenda

IV. Information Items

1. Land Title Issue

Mr. Gronseth provided an explanation regarding a transaction that took place in 1980. District legal counselor has drawn up corrected documents and a resolution that will be brought to the next Regular School Board Meeting.

2. Response to COVID-19 Situation Update

Mr. Gronseth shared possible revisions to the plan to transition to in-person learning sooner than the planned March 22 date for Middle School Students. This item will be discussed again and voted on at the Regular School Board Meeting.

V. Upcoming Meetings of the School Board

1. Regular School Board Meeting

Thursday, February 18, 2021

6:30PM

SPCC-Governor's Room

Study Session

Monday, March 1, 2021

6:30PM

SPMS-Media Center

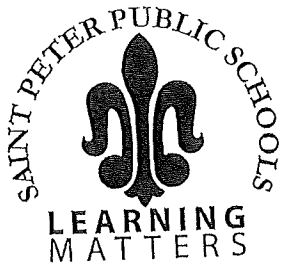
Policy Review Committee
Tuesday, March 2, 2021
9:00AM
SPMS-Room 124

Regular School Board Meeting
Monday, March 15, 2021
6:30PM
SPCC-Governor's Room

VI. **Adjournment**(Hager/Stuewe, unanimous)

Dated: February 18, 2021

Drew Dixon, Board Clerk



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Saint Peter, MN 56082-1351
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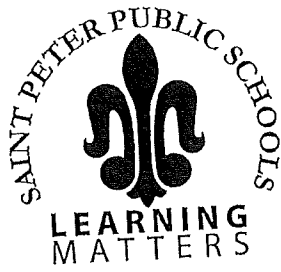
Date: January 11, 2021
To: Dr. Bill Gronseth - Superintendent
From: Bee Ong - Finance Accountant
Re: **Monthly Construction Bills, Board Bills,
Payroll & Student Activity Amounts:**

December 2020 - Construction Account	\$0.00
December 2020 - Board Bills	\$1,470,076.64
December 2020 - Payroll Account	\$895,459.57
December 2020 - Student Activity	\$5,361.66
	<hr/> <hr/> \$2,370,897.87

St. Peter Public Schools
 Independent School District 0508
 Wire Transfer Report
 December-20

Folder: DO Staff Share
 File: WIRE TRANSFER REPORT

		(Feb/Aug bond pymt)
MSDLAF to USBank		
MSDLAF to FNB payroll account ACH	12/15/2020	460,000.00
MSDLAF to FNB payroll account ACH	12/31/2020	465,000.00
MSDLAF-Max to FNB BO	12/7/2020	500,000.00
MSDLAF-Max to FNB BO	12/18/2020	500,000.00
MSDLAF-Max to FNB BO	12/24/2020	500,000.00
MSDLAF to USB - BCBS - health/life	12/01/20	306,164.50
FNB-BO to BCBS - medicare health	12/22/20	14,353.00
Wire of federal payroll taxes	12/1/2020	146,801.66
Wire of federal payroll taxes	12/16/2020	146,239.01
Wire of federal payroll taxes	12/24/2020	156.64
Wire of state payroll taxes	12/2/2020	24,088.77
Wire of state payroll taxes	12/17/2020	24,124.32
Wire of state payroll taxes	12/28/2020	33.80
PERA payments	12/2/2020	19,258.71
PERA payments	12/16/2020	18,684.04
PERA payments	12/24/2020	118.31
TRA payments	12/2/2020	78,198.23
TRA payments	12/16/2020	78,055.06
Further	12/2/2020	1,037.79
Further	12/3/2021	1,824.91
Further	12/8/2020	756.77
Further	12/15/2020	1,069.29
Further	12/16/2020	1,824.91
Further	12/22/2020	6,334.64
Further	12/23/2020	838.35
Horace Mann	12/14/2020	2,254.00
Horace Mann	12/24/2020	2,254.00
Ameriprise/NBSGroup Bill	12/4/2020	1,475.00
Ameriprise/NBSGroup Bill	12/16/2020	1,475.00
Pioneer - Dental direct debits	12/1/2020	2,239.17
Pioneer - Dental direct debits	12/7/2020	1,344.32
Pioneer - Dental direct debits	12/14/2020	776.60
Pioneer - Dental direct debits	12/14/2020	1,580.12
Pioneer - Dental direct debits	12/21/2020	2,802.86
Pioneer - Dental direct debits	12/22/2020	1,413.50
Pioneer - Dental direct debits	12/29/2020	3,800.07
Electronic Deposit Fees - Gateway		-
Electronic Deposit Fees - Merch Billing	12/8/2021	138.95
	Total Wires	3,316,516.30



DISTRICT OFFICE
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Date: February 8, 2021
To: Dr. Bill Gronseth - Superintendent
From: Bee Ong - Finance Accountant
Re: **Monthly Construction Bills, Board Bills,
Payroll & Student Activity Amounts:**

January 2021 - Construction Account	\$0.00
January 2021 - Board Bills	\$654,123.74
January 2021 - Payroll Account	\$874,653.18
January 2021 - Student Activity	\$1,033.10
	<hr/>
	<u>\$1,529,810.02</u>

St. Peter Public Schools
 Independent School District 0508
 Wire Transfer Report
 January-21

Folder: DO Staff Share
 File: WIRE TRANSFER REPORT

MSDLAF to USBank	1/11/2021	1,954,425.00 (Feb/Aug bond pymt)
MSDLAF to FNB payroll account ACH	1/15/2021	430,000.00
MSDLAF to FNB payroll account ACH	1/29/2021	425,000.00
MSDLAF-Max to FNB BO	1/5/2021	500,000.00
MSDLAF-Max to FNB BO	1/15/2021	500,000.00
MSDLAF-Max to FNB BO	1/29/2021	500,000.00
MSDLAF to USB - BCBS - health/life	01/04/21	307,799.50
FNB-BO to BCBS - medicare health	01/21/21	14,353.00
Wire of federal payroll taxes	1/4/2021	146,778.64
Wire of federal payroll taxes	1/12/2021	63.68
Wire of federal payroll taxes	1/19/2021	139,108.91
Wire of federal payroll taxes	1/20/2021	142.80
Wire of federal payroll taxes	1/26/2021	63.68
Wire of state payroll taxes	1/5/2021	24,344.31
Wire of state payroll taxes	1/20/2021	23,056.86
Wire of state payroll taxes	1/21/2021	17.17
PERA payments	1/4/2021	20,554.94
PERA payments	1/12/2021	58.26
PERA payments	1/19/2021	17,410.97
PERA payments	1/20/2021	17.50
TRA payments	1/4/2021	76,034.70
TRA payments	1/19/2021	76,575.00
Further	1/4/2021	1,499.91
Further	1/12/2021	343.20
Further	1/20/2021	1,247.01
Further	1/20/2021	2,262.82
Horace Mann	1/11/2021	2,254.00
Horace Mann	1/22/2021	2,339.00
Ameriprise/NBSGroup Bill	1/11/2021	1,475.00
Ameriprise/NBSGroup Bill	1/22/2021	1,475.00
Pioneer - Dental direct debits	1/5/2021	1,511.40
Pioneer - Dental direct debits	1/11/2021	2,065.80
Pioneer - Dental direct debits	1/19/2021	6,010.24
Pioneer - Dental direct debits	1/21/2021	1,408.00
Pioneer - Dental direct debits	1/25/2021	2,672.98
Electronic Deposit Fees - Gateway		-
Electronic Deposit Fees - Merch Billing	1/5/2021	39.95
Total Wires		5,182,409.23



MEMO TO: Bill Gronseth

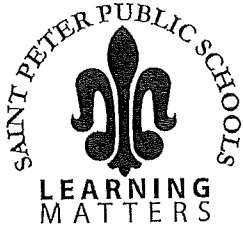
FROM: Tim Regner

DATE: 1/27/2021

SUBJECT: Grant from First Lutheran Church

We recently received a grant for \$8,000 from First Lutheran Church for \$8,000. David Ribar St Peter School Counselor worked with First Lutheran Church to receive these funds to be used by the Student Support Service Team

We Thank First Lutheran Church very much for their generosity in granting us these funds.



MEMO TO: Bill Gronseth

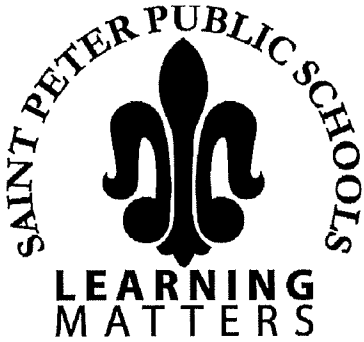
FROM: Tim Regner

DATE: 1/27/2021

SUBJECT: Grant from GENYOUTH Inc.

We recently received a grant for \$2,000 from GENYOUTH Inc. for \$2,000. The proceeds of the grant or to be used in the Food Service Area for Emergency School Nutrition Funding.

We Thank GENYOUTH very much for their generosity in granting us these funds.



MEMO TO: Bill Gronseth, Superintendent
Saint Peter School Board

FROM: Doreen Oelke, Principal

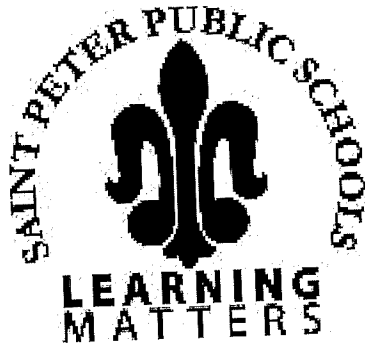
DATE: February 12, 2021

SUBJECT: Donation

I am pleased to recommend the acceptance of a \$50,000 donation to South Elementary School. This gift is from an anonymous donor and the grant is being handled by the St. Paul and Minnesota Foundation. It is the wish of the donor that this money be used to support the students and staff of South Elementary.

On behalf of the entire South Staff, I would like to express our gratitude to our donor and to the St. Paul and Minnesota Foundation for this generous donation.

Please let me know if you have any questions regarding this request.



MEMO TO: Bill Gronseth, Superintendent
Saint Peter School Board

FROM: Doreen Oelke, Principal

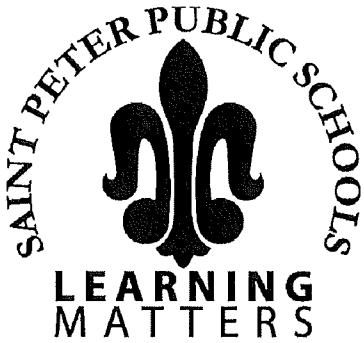
DATE: February 9, 2021

SUBJECT: Wolfe FMLA Maternity Leave Substitute

I am pleased to recommend the hiring of Ms. Susan Wolfe as a long term first grade substitute teacher for Ms. Kelly Bjorklund's FMLA maternity leave. This leave will commence at the time of her child's birth, expected to be on or near March 25, 2021 and extend through May 28, 2021. The exact dates of the leave will be identified once the baby is born.

- **Susan Wolfe**
 - BA + 30, Step 1 per the 2020-21 Master Agreement,

Cc:
Certified Hire Group



MEMO TO: Bill Gronseth, Superintendent
School Board

FROM: Jon Graff, Principal

DATE: January 12, 2021

SUBJECT: Paternity Leave Request

I recommend that you accept the paternity leave request of Mr. Alex Weis, 6th grade PE teacher at Saint Peter Middle School. The leave will commence at the time of his child's birth, expected to be on or near March 8, 2021 and extend until April 6, 2021.

Cc: Alex Weis
Ytve Prafke
Cheri Portner

1/11/2021

Mr. Gronseth:
100 Lincoln Dr #229
Saint Peter, MN 56082

Dear Superintendent Gronseth:

I am writing to inform you of my request for paternity leave, which is tentatively scheduled to begin on Monday, March 8, 2021. Under the Family and Medical Leave Act (FMLA), I will remain on paternity leave for a total of 4 weeks (19 school days). Tentatively, my return to teaching will be on Tuesday, April 6th, 2021.

Pursuant to Article 12, Section 6 of the 2019-2021 Master Agreement, and in accordance with FMLA guidelines, I am tentatively requesting to receive 19 school days of paid sick leave.

I am tentatively planning on having Chris Whritenour as a substitute teacher during this period of time pending her availability. Details are being organized with Mr. Graff.

If you have any questions about this request, please contact me via email at aweis@stpetersschools.org or by phone at (507)-227-2284. Thank you!

Alex Weis
6th Grade Physical Education
Saint Peter Middle School



MEMO TO: Mr. Bill Gronseth
District 508 School Board

FROM: Darin Doherty, Principal
North Elementary School

DATE: January 11, 2021

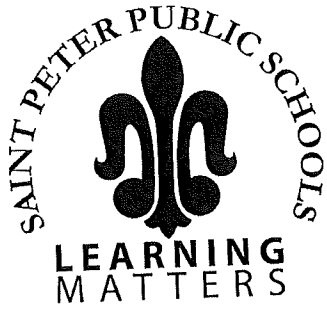
SUBJECT: Family Medical Leave Request

I am recommending the approval of a family medical leave of absence for Kawthar Abdi at North Elementary School. **The start of her medical leave will begin on January 11, 2021**, and may continue until the end of the school year. Mrs. Abdi will notify me monthly whether she will need to extend the leave each month. I will submit another memo notifying the District Office of her return to work date.

We will fill her position with a substitute; if one is available, or if one is needed, depending on the structure of learning. (distance, hybrid, or in-person)

If you have questions, please contact me.

CC: Kawthar Abdi <kabdi@stpetersschools.org>
grp_hire_para <grp_hire_para@stpetersschools.org>
Stella Meixner <smeixner@stpetersschools.org>



TO: Mr. Bill Gronseth
Members of the School Board

FROM: Darin Doherty

DATE: January 7, 2021

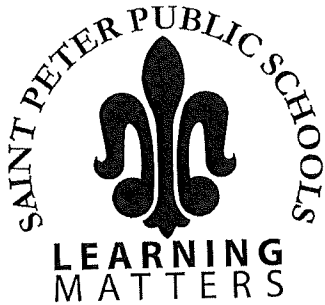
RE: Personnel Recommendation
Long-term Clerical Sub

I am happy to recommend the hiring of Ms. Cheyanna Torbenson for the position of long-term sub for Sarra Torbenson who is on leave for 6-8 weeks starting on January 6, 2021. Sarra will be on a Family Medical Leave.

According to the Clerical Agreement she will be paid \$13.67 an hour, Step 1 Level II. Time Sheets will be submitted twice a month.

Please let me know if you have any questions.

cc: Cheyanna Torbenson <ctorbenson2002@gmail.com>
grp_hire_office <grp_hire_office@stpeterschools.org>
Sarra Torbenson <satorbenson@stpeterschools.org>



TO: Mr. Bill Gronseth
Members of the School Board

FROM: Darin Doherty

DATE: January 7, 2021

RE: Personnel Recommendation
Long-term 3rd Grade Teacher Sub

I am happy to recommend the hiring of Ms. Mckenzie Sederberg for the position of full-time, long-term 3rd-grade teacher from approximately March 8, 2021, to May 17, 2021. Ms. Sederberg is a recent MSU, Minnesota graduate who student taught in Mrs. Malz' classroom.

According to Article 34, Section 5 of the Teacher Master Agreement, "Teachers who substitute for the same classroom teacher for a period of thirty (30) consecutive days or longer shall be placed on the salary schedule retroactively at the beginning step of the appropriate lane."

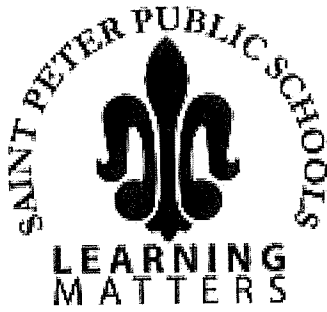
Since Ms.Sederberg is already planning to substitute for well over the minimum required days to be placed on the salary schedule, I would ask that she receive a daily rate according to contract information listed below:

EMPLOYEE SUMMARY

- **Mckenzie Sederberg**
 - Placed on Step 1/Lane 1 of current teacher contract
 - Daily Rate: \$231.92
 - Tentative Start Date: March 8, 2021

Please let me know if you have any questions.

cc: McKenzie Sederberg <mckenziesederberg@gmail.com>
grp_hire_certified <grp_hire_certified@stpeterschools.org>
Kari Malz <kmalz@stpeterschools.org>



MEMO TO: Bill Gronseth, Superintendent
School Board

FROM: Jon Graff

DATE: January 19, 2021

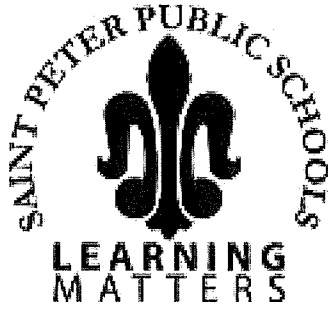
SUBJECT: Para Hire

Applications were received and interviews took place for a paraprofessional position at Saint Peter Middle School. I am pleased to recommend Amy Raebel for the position. This is a replacement position.

EMPLOYEE SUMMARY

- **Amy Raebel**
 - 6.5 hour per student contact day at a rate of \$13.00/hour.
 - Start date: January 25, 2021

CC: Amy Raebel
grp_hire_para



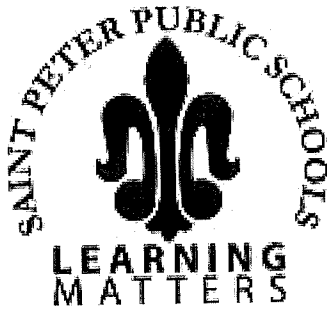
MEMO TO: Members of the School Board
Mr. Bill Gronseth

FROM: Annette Engeldinger

DATE: January 20, 2020

SUBJECT: Paraprofessional Resignation

Please accept the resignation of Kalthoum Mohamed, special education paraprofessional at Saint Peter High School effective January 20, 2020. We thank Kalthoum for her service to the district and her work with the students at Saint Peter High School. We wish her all the best.



MEMO TO: Bill Gronseth, Superintendent
School Board

FROM: Marc Bachman

DATE: January 20, 2021

SUBJECT: Recommendation for hire

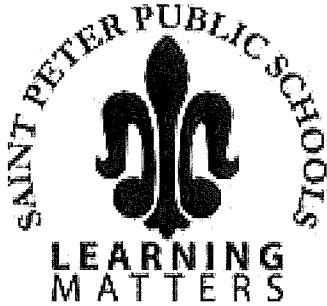
The school district has a full-time custodial position open with the resignation of the night custodian at North Elementary. The custodial opening has been posted internally and in the local newspaper.

I recommend the hiring of Bryon Hornick to serve as full time night custodian for North Elementary School. Bryon has a two year degree and many years of experience in the electrical field. After leaving the electrical field he participated in machinist training which has most recently been his profession. We welcome Bryon and his array of skills and friendly persona to our team.

EMPLOYMENT HIRING SUMMARY

- **Bryon Hornick**
 - Step 2 Custodian with night differential
 - Start Date: February, 8 2021
 - 9 month probationary period ending November 8, 2021
 - Attainment of a special boiler license is required during this probationary time.

Cc: Bryon Hornick
Drew Brodeen
Mike Keller
Darin Doherty



MEMO TO: Mr. Bill Gronseth
District 508 School Board

FROM: Darin Doherty, Principal
North Elementary School

DATE: January 27, 2021

SUBJECT: Special Education
Paraprofessional Resignation

I would like to recommend that you accept the resignation of **Melissa Baringer** at North Elementary School. Her last day at North will be January 29, 2021. Ms. Baringer will be working full-time at a local bank.

We thank her for her time and dedication to the students at North Elementary School.

Please contact me with questions.

CC: Melissa Baringer <mbaringer@stpeterschools.org>
grp_hire_para <grp_hire_para@stpeterschools.org>

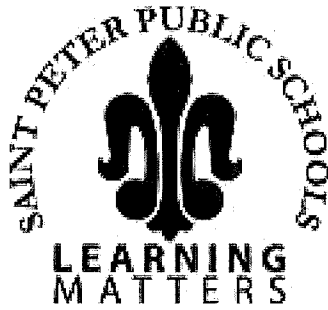
I would like to notify you that I am resigning from my position as a special education paraprofessional for Saint Peter Public Schools effective January 29.

Thank you very much for this amazing opportunity of working with children and such amazing staff. I've enjoyed my time here with the staff at North Elementary and with the school.

Next month, I will be taking a position as a teller at CCF Bank in Mankato.

Thank you!

Melissa Baringer



MEMO TO: Bill Gronseth, Superintendent
School Board

FROM: Marc Bachman

DATE: January 29, 2021

SUBJECT: Recommendation for hire

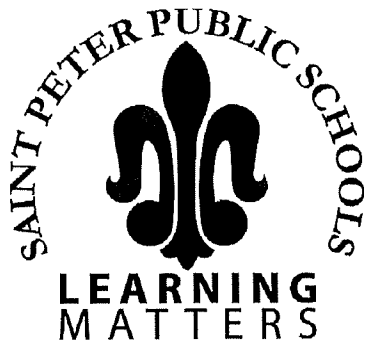
The Operations and Maintenance Department has a full-time unassigned position open with the retirement of the District Maintenance Engineer. The position has been posted internally and in the local newspaper.

I recommend the hiring of Russell Lawrence to serve as District Maintenance Engineer. Mr. Lawrence has 30 plus years of mechanical maintenance ranging from power plant construction to HVAC monitoring and management. Recently he has accepted calls to serve as interim Director of Facilities for hospitals in Iowa and Montana. We welcome Russ, his vast array of skills and friendly disposition to our team.

EMPLOYMENT HIRING SUMMARY

- **Russell Lawrence**
 - District Maintenance Engineer: \$22.24/hour
 - Unassigned differential: \$1.24/hour for 1,566 hours
 - Start Date: February 1 2021
 - 9 month probationary period ending November 1, 2021

Cc: Russell Lawrence
Drew Brodeen
Mike Keller



MEMO TO: Bill Gronseth, Superintendent
Saint Peter School Board

FROM: Doreen Oelke, Principal

DATE: January 22, 2021

SUBJECT: Guaranteed Substitute Teacher

I am pleased to recommend the hiring of Aliza Doherty as the K-8 guaranteed substitute teacher. Due to our current lack of substitute teachers during this pandemic, Ms. Doherty would stand ready to serve in the role of substitute teacher each day until May 27, 2021. Please feel free to contact me if you have any questions regarding this recommendation.

NEW EMPLOYEE SUMMARY

- **Aliza Doherty**
 - 2020-21 Substitute Teacher Pay of \$175 per day
 - Start date is January 25, 2020

cc:
Certified Hire Group



TO: School Board
FROM: Bill Gronseth
SUBJECT: Community Outreach Coordinator
DATE: February 5, 2021

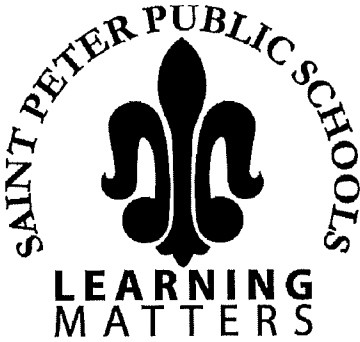
Interviews were conducted and I am pleased to report that Heather Deshayes has accepted the position of Community Outreach Coordinator. Her education, experience and references make her an ideal candidate.

This is a new position on an individual contract.

EMPLOYEE SUMMARY

- **Heather Deshayes**
- Rate of pay - \$53,000 annually
- Full-time
- Start date: March 8, 2021

CC: Heather Deshayes
Grp_district_office
Chris Ovrebo
Ytive Prafke



MEMO TO: Bill Gronseth, Superintendent
Saint Peter School Board

FROM: Doreen Oelke, Principal

DATE: February 8, 2021

SUBJECT: Coe Hourly Substitute

I am pleased to recommend the hiring of Lena Coe as an hourly kindergarten substitute teacher for Ms. Kim Depuydt. Ms. Coe will sub in Ms. Depuydt's classroom during Ms. Depuydt's distance learning instruction time. Ms. Coe will timecard her hours.

- **Lena Coe**
 - Prorated hourly pay based on \$175 per day sub rate: \$21.88 per hour.

Cc:
Certified Hire Group



MEMO TO: Bill Gronseth, Superintendent
Saint Peter School Board

FROM: Doreen Oelke, Principal

DATE: February 16, 2021

SUBJECT: Hagen Teacher Resignation

I am writing to recommend that you accept the resignation of Aaron Hagen as a special education teacher at South Elementary, effective at the end of the 2020-2021 school year.

I would like to thank Aaron for his service and dedication to the students and staff of South Elementary and wish him the best.

Please let me know if you have any questions.

Cc:
Teacher Hire Group

Aaron Hagen

Special Education Case Manager - ahagen@stpeterschools.org

February 10, 2021

Bill Gronseth
Superintendent, St. Peter Schools
100 Lincoln Drive, Suite 229

Dear Mr. Gronseth,

Please accept my resignation from the position of Special Education Case Manager for South Elementary at the conclusion of the 2020-21 school year.

I have greatly enjoyed my time in the St. Peter school district. South is the place where I fell in love with the world of education, beginning my path as a special education paraprofessional over ten years ago. I view many of the staff members at South as friends and we have made countless memories together.

The advent of the pandemic resulted in a lot of self-reflection, as I know it has for many. After numerous lengthy discussions, my girlfriend of ten years and I chose to relocate to the suburbs this past August. We wanted to find a home to make our own. This had always been part of our long-term plan, but the strain of the pandemic on our emotional health accelerated our timeline. Since the beginning of the year I have been commuting and staying with family in St. Peter. I have struggled to find a balance and it has been emotionally taxing to spend the majority of my time away from my core support system.

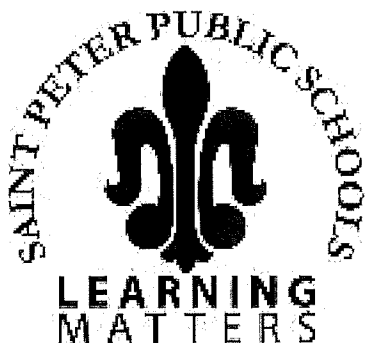
I am hopeful we will be able to amicably agree to dissolve my contract at the end of the 2020-21 school year so that I may seek other employment opportunities closer to the Twin Cities metro area. Thank you for your consideration.

Sincerely,



Aaron Hagen

CC: Doreen Oelke, Principal of South Elementary School



MEMO TO: Bill Gronseth, Superintendent
Saint Peter School Board

FROM: Doreen Oelke, Principal

DATE: February 17, 2021

SUBJECT: South SPED Para Resignation

I am writing to recommend that you accept the resignation of Nels Kallaus as a SPED paraprofessional at South Elementary effective February 16, 2021.

I would like to thank Mr. Kallaus for his service and wish him the best.

Please let me know if you have any questions.

Nels Kallaus

- Last day of employment: February 12, 2021

Cc:

Para Hire Group

February 16, 2021

Hello Doreen.

After talking with you tonight and then discussing it with some close to me I have decided that it would be best for me to end my employment at South at this time. This last year has been crazy with COVID and on top of that I have had some events in my personal life weigh on me in the past month or so. Today I received some sad news about a friend from Helena that shook me and with that on top of other things that have come up lately I think its best that I take a step back. I am sorry that I am not giving a larger notice such as a two week but with being unable to come in tomorrow I feel it best to address this now.

I have missed work largely due to sickness tied with either COVID test or COVID regulations. With that said I have also missed due to just sickness and then lately due to dealing with personal/family stuff and I don't want those absences to continue. I realize that missing those days has weighed upon the SPED team, especially with the school having a lower number of paraprofessionals. I don't want to let the staff or the children at school down by missing more than I have. At the moment with the level of stress at work and then my personal things on top of it I think I need to focus on what's good for me at the moment. I really enjoy working at South and am so grateful for the experiences and knowledge I have gained with you all at school. Working not just at a great school, but with a great staff has strengthen my passion I have toward working with kids and working in education. I hopefully will carry that in the future into a career working with children.

I am so happy for all South Elementary has done for me and hope that in the future I may have the chance to work with you again. I do truly love and respect the job of paraprofessional. However, at this point with the level of stress I have I think that ending my employment at South now is the best option for me personally. If you have any questions, please let me know. Again sorry about the late nature of this email but with planning on missing work tomorrow I feel it's best to address now and focus on what the best course of action is for me. Thank you and my apologies that things didn't work out at the moment.

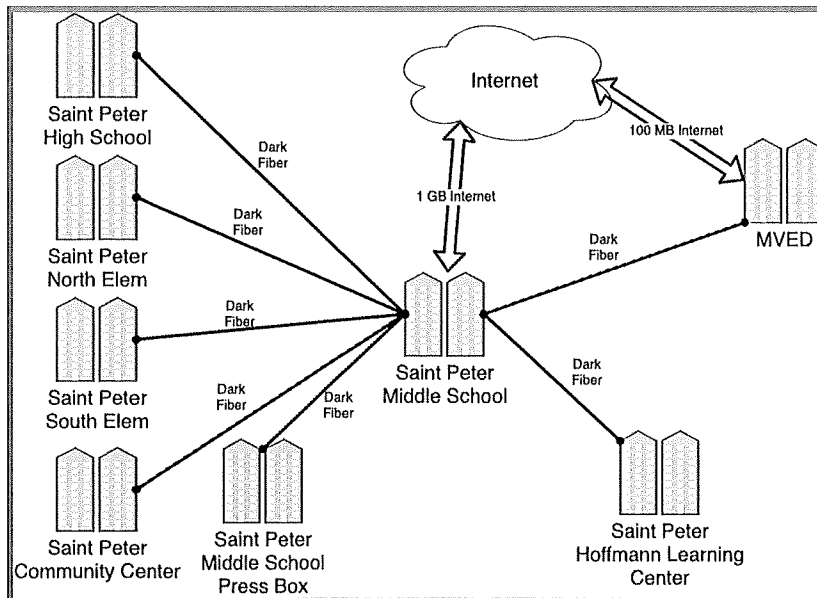
-Nels H Kallaus



TO: Saint Peter School Board
FROM: Technology Department *[Signature]*
DATE: 16-Feb-2021
RE: 2022-2027 Regional Network Membership
CC: Bill Gronseth, Tim Regner

Every 5-8 years the South Central Regional Area Telecommunications System (SOCRATES) regional network is put out for bid for the next 5 years of service with 2-3 optional one year extensions. This is a bid year for the regional network and we have been working closely with the advisory board to create an updated and more secure network for Saint Peter Schools.

The 2022-2027 service package includes new dedicated dark fiber connections to the Hoffmann Learning Center and the MVED building, increasing the security and reducing the complexity of our network connections to these sites. The bid includes extending existing dark fiber agreements to all of our existing sites as well. The new network will include new, redundant Unified Threat Management (UTM) solutions which will improve the overall security and resilience of our network. Our initial internet service will remain at 1GB/s initially (which is adequate for our current usage) with options to upgrade to 2 GB/s, 5GB/s, or 10 GB/s annually, should we need the additional bandwidth in the future. SOCRATES will also handle the eRate subsidies associated with these services.



Overall, we are getting a better network design, better security, and more management tools for a slightly lower cost (about \$500/month less) than our current network agreement.

We recommend extending our membership in the regional network.



Affirmative Action ■ Equal Opportunity Employer

January 25, 2021

Attn: Superintendents and Directors
Cc: Business Managers and Tech Coordinators

Re: SOCRATES Telecom Services for FY 2022 through 2026

The next generation of the SOCRATES Regional Network, serving schools and education entities in South Central Minnesota, will go online on July 1, 2021. SOCRATES is partnering with Consolidated Communications to provide a private network designed for education that maximizes performance, uptime, and security. By working as a consortium, with a guaranteed 5 to 8 year contract, our members are able to access a level of performance, management and security that is not available when purchasing regular consumer or even business level Internet services from local providers.

Attached is the Letter of Agreement Packet for your school district or organization. The agreement is with SOCRATES, a program of the South Central Service Cooperative, for Internet and Regional Network Services. This five year agreement starts on July 1, 2021.

Most of the documents in the packet are similar to past agreement packets with a few exceptions. Pricing, as listed in the Pricing Exhibit, has decreased by 35% or more for most current members while the services included and performance of the network has increased. We have added a separate Business Associate Agreement for HIPAA compliance related to the use of this regional network. There is a new acceptable use policy in place for Consolidated Communications, SOCRATES, and all SOCRATES members using the new regional network.

The agreement requires a signature in three places:

1. the Letter of Agreement itself
2. the Business Associate Agreement
3. the Pricing Exhibit

Please return the signed agreement to myself or Gerard Breiter, gbreiter@mncsc.org, **by Friday, February 26.**

We need signed agreements in place by the end of February so that we can finish our required contract and E-Rate application work by the March deadlines. Please contact me if you have any questions, would like any parts of this agreement changed, or if you would like me to visit with you or any of your leadership team.

Thank you for joining our regional network!

David M. Paschke
SOCRATES Managing Director
South Central Service Cooperative
2075 Lookout Drive
North Mankato, MN 56003

507.389.1773
dpaschke@mncsc.org



Affirmative Action ■ Equal Opportunity Employer

January 25, 2021

LETTER OF AGREEMENT
between SOCRATES, a Program of the South Central Service Cooperative and
St. Peter Public Schools

For SOCRATES Telecom Network Data and Internet Services

For Fiscal Year 2022 through Fiscal Year 2026

SOCRATES agrees to provide St. Peter Public Schools ("Member") telecommunications services ("Services") upon the pricing terms and conditions set forth in the attached Pricing Exhibit. Subsequent Pricing Exhibits for changes to services and/or additional services will amend this agreement. This Agreement is subject to the additional terms and conditions set forth in the separate Business Associate Agreement (HIPAA) between SOCRATES and Member (also attached), and all rules and statutory requirements governing the Services to be provided to Member. Capitalized terms used in this Agreement shall have the meaning ascribed to them in the Defined Terms Addendum (also attached).

The term of this Agreement commences on July 1, 2021 and continues through June 30, 2026. This Agreement may be automatically extended by SOCRATES for a term commensurate with any extended term of its services agreement with its telecommunications service provider, upon 30-days written notice to Member. (Note: Services may continue for up to 60 days past the end date of this agreement under the terms defined herein as necessary to accommodate changeover to a new provider.)

Member agrees to pay the Total Costs as shown on the Pricing Exhibit upon receipt of invoicing from SOCRATES. Member understands that SOCRATES will execute a contract with a telecommunications service provider on Member's behalf for the term stated in this agreement and that Member terminating this agreement prior to the end of the term will obligate Member to pay to SOCRATES any early termination penalties that SOCRATES may incur from the telecommunications service provider.

Member understands that federal E-Rate discounts and state funding (Telecommunications Equity Aid) is available to reduce Member's Total Costs; however, this subsidization is subject to public funding and is not guaranteed. No discounts or credits will be applied to Member's account unless and until funds are received by SOCRATES. Member agrees that it is responsible for payment of its account in full on a monthly basis, either by payment of monthly invoices, or debit to Member's fund balance.

Member acknowledges that E-Rate discounts for additional circuits and new services requested after the initial installation of the network shall be dependent on the timing of such requests relative to the E-Rate application cycle and funding year.

SOCRATES may terminate this Agreement for cause based upon a material breach of this Agreement by Member, provided that SOCRATES shall give Member written notice specifying the nature of the breach and affording Member a reasonable opportunity to cure the breach. If within thirty (30) days after the date of the notice Member has failed to correct the breach, or in the event a breach cannot be corrected within thirty (30) days and Member has not proceeded in good faith to correct the breach, SOCRATES may terminate this Agreement on the 31st day. SOCRATES shall retain any and all other remedies available to it under law or equity.

SOCRATES' Administration of Services

Member acknowledges and accepts that SOCRATES will have access to Member's underlying account information and information related to Member's use of each Service. Purchasing any Service hereunder

irrevocably authorizes SOCRATES to: (i) act on Member's behalf, (ii) bind Member to any resolution of any issues under this Agreement which may arise from time-to-time and (iii) administer this Agreement and all Services hereunder in such manner as SOCRATES deems in the best interests of all Members.

Acceptable Use Policy

Member agrees to be bound by the current and updated versions of the service provider's Internet Acceptable Use Policy which can be found at <https://www.consolidated.com/support/terms-policies/internet-terms-policies/internet-acceptable-use-policy>.

LIMITATION OF WARRANTIES AND LIABILITY

SOCRATES DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF TITLE, NONINFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL INFORMATION, SERVICES AND EQUIPMENT ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. NO ADVICE OR INFORMATION GIVEN BY SOCRATES' EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY. UNDER NO CIRCUMSTANCES SHALL SOCRATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT OR ANY SERVICES HEREUNDER.

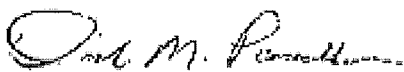
In addition to the foregoing, SOCRATES, its contractors, subcontractors, agents and employees, will have no liability to Member or to any other person or entity under this Agreement for any of the following: (a) any claim based upon or arising out of the combination, operation, or use of Services in a manner for which the Services were neither designed nor contemplated; (b) any modification of Services by Member or by any third party; or (c) infringement of any patent, trademark or copyright by any equipment or third party software sold to or supplied by Member. Without limiting the foregoing provisions, SOCRATES' total liability to Member for damages, from any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, is limited to actual damages, but not to exceed the fees paid by Member to SOCRATES for the Services that caused the damages.

MEMBER ACKNOWLEDGES THERE ARE INHERENT RISKS IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF MEMBER PRIVACY AND PROPERTY, INCLUDING CONFIDENTIAL INFORMATION. SOCRATES DOES NOT ASSUME ANY LIABILITY FOR ANY DAMAGE, THEFT OR LOSS TO MEMBER'S PROPERTY (INCLUDING, WITHOUT LIMITATION, MEMBER EQUIPMENT AND DATA) RESULTING FROM THE ACTS OR OMISSIONS OF ANY THIRD PARTY NOT INVOLVED IN THE PROVISION OF SERVICES, INCLUDING, WITHOUT LIMITATION, ANY UNAUTHORIZED PHYSICAL OR NON-PHYSICAL ACCESS (SUCH AS HACKING). ANY SUCH DAMAGE OR LOSS WILL BE THE EXCLUSIVE RESPONSIBILITY OF THE THIRD PARTY WHO CAUSED SUCH LOSS OR DAMAGE. MEMBER ACKNOWLEDGES THAT THIS LIMITATION FORMS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND THAT THIS LIMITATION ON LIABILITY SURVIVES ANY REMEDY'S FAILURE OF ESSENTIAL PURPOSE.

The undersigned hereby certify that they have been authorized to execute this Agreement.

For South Central Service Cooperative

For St. Peter Public Schools



Jan 25, 2021

Authorized Signature

Date

Authorized Signature

Date

David M. Paschke, SOCRATES Managing Director

Name and Title

Name and Title



Affirmative Action ■ Equal Opportunity Employer

January 25, 2021

BUSINESS ASSOCIATE AGREEMENT (HIPAA)

This Privacy Agreement ("Agreement"), is effective upon signing this Agreement and is entered into by and between SOCRATES, a Program of the South Central Service Cooperative, ("Covered Entity") and St. Peter Public Schools (the "Business Associate").

I. Term. This Agreement shall remain in effect for the duration of this Agreement and shall apply to all of the Services and/or Supplies delivered by the Business Associate pursuant to this Agreement.

II. HIPAA Assurances. In the event Business Associate creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition of Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Business Associate shall:

- (a) Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;
- (b) Not use or further disclose the PHI, except as permitted by law;
- (c) Not use or further disclose the PHI in a manner that had the Covered Entity done so, would violate the requirements of HIPAA;
- (d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;
- (e) Comply with each applicable requirements of 45 C.F.R. Part 162 if the Business Associate conducts Standard Transactions for or on behalf of the Covered Entity;
- (f) Report promptly to the Covered Entity any security incident or other use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware;
- (g) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Business Associate obligations under this paragraph and agree to the same restrictions and conditions;
- (h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;
- (i) Account for PHI disclosures for up to the past six (6) years as requested by Covered Entity, which shall include: (i) dates of disclosure, (ii) names of the entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure;
- (j) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Customer's compliance with HIPAA; and

(k) Incorporate any amendments or corrections to PHI when notified by Customer or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

III. Termination Upon Breach of Provisions. Notwithstanding any other provision of this Agreement, Covered Entity may immediately terminate this Agreement if it determines that Business Associate breaches any term in this Agreement. Alternatively, Covered Entity may give written notice to Business Associate in the event of a breach and give Business Associate five (5) business days to cure such breach. Covered Entity shall also have the option to immediately stop all further disclosures of PHI to Business Associate if Covered Entity reasonably determines that Business Associate has breached its obligations under this Agreement. In the event that termination of this Agreement and the Agreement is not feasible, Business Associate hereby acknowledges that the Covered Entity shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or Agreement to the contrary.

IV. Return or Destruction of Protected Health Information upon Termination. Upon the termination of this Agreement, unless otherwise directed by Covered Entity, Business Associate shall either return or destroy all PHI received from the Covered Entity or created or received by Business Associate on behalf of the Covered Entity in which Business Associate maintains in any form. Business Associate shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, Business Associate shall provide to Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Business Associate to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Business Associate maintains such Protected Health Information.

V. No Third Party Beneficiaries. The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third party beneficiaries.

VI. De-Identified Data. Notwithstanding the provisions of this Agreement, Business Associate and its subcontractors may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.

VII. Amendment. Business Associate and Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in a writing signed by both parties.

VIII. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

IX. Definitions. Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.

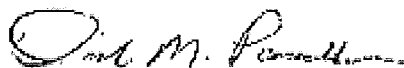
X. Survival. The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

COVERED ENTITY

For South Central Service Cooperative

BUSINESS ASSOCIATE

For St. Peter Public Schools



Jan 25, 2021

Authorized Signature

Date

Authorized Signature

Date

David M. Paschke, SOCRATES Managing Director

Name and Title

Name and Title

DEFINED TERMS
ADDENDUM TO THE LETTER OF AGREEMENT



FISCAL SERVICE ADMINISTRATOR
Is the South Central Service Cooperative

CIRCUIT CHARGES

Your circuit charges pay for:

- Circuit connection charges provided under contract with the chosen vendor for connection to the regional network, Internet-only access or "managed, filtered, and secure" Internet access, point to point data services, and data center services as applicable. Costs reflect consortium benefits of enterprise-level quality of service.
- Private virtual network
- Network operations center
- Network security
- IPv4 and IPv6 block addressing
- DNS hosting services
- Internet2 license and access for improved bandwidth utilization
- Limited equipment purchases
- 7x24x365 help desk services
- Local district portals for usage analysis and support ticket management services
- Data center services

E-RATE

SOCRATES applies for federal E-Rate discount on behalf of all members of the consortium, for all eligible services.

EQUITY AID

SOCRATES applies for Minnesota Telecommunications/Internet Access Equity Aid on behalf of all school districts in the consortium, for reimbursement for regional and local eligible costs from the previous fiscal year. Normally districts receive aid only for eligible costs in excess of \$16 per pupil, however, as a member of SOCRATES, a state telecommunications access cluster, you receive aid on the full eligible amount.

MAINTENANCE AND SUPPORT

Your maintenance and support fees pay for:

- Network design and engineering
- Enterprise management
- Data management and support
- Quality assurance-quality control.
- Professional technical services.

PARTICIPATION

Your participation fee pays for:

- Project administration.
- Application for and management of federal E-Rate and State Telecom/Internet Access Equity Aid discounts
- Information management services.
- Leadership and representation to state organizations and steering committees.
- Support for technology directors, technology integrationists, staff development and curriculum specialist committees and cohorts.
- Technology related grant writing for the consortium. 47



PRICING EXHIBIT 956-B

Addendum to the Letter of Agreement between SOCRATES and
St. Peter Public Schools
 dated January 25, 2021

	Contracted Amount	<i>Estimated E-Rate Discount</i>	<i>Estimated Telecom Equity Aid</i>	<i>Net of Estimated Discounts</i>
Monthly Recurring Costs				
Site: St. Peter Middle School , 100 Lincoln Drive Direct 1 Gbps circuit with Unified Threat Management	\$1,470.00	(\$759.31)	(\$297.00)	\$413.69
Site: St. Peter Middle School , 100 Lincoln Drive Point-to-point dark fiber to the other district sites	\$460.00	(\$260.00)	(\$86.00)	\$114.00
Site: Hoffman Learning Center , 2001 Sheppard Drive Point-to-point dark fiber to the district hub site	\$460.00	(\$260.00)	(\$86.00)	\$114.00
Site: North Intermediate Elementary , 815 N. 9th Street Point-to-point dark fiber to the district hub site	\$460.00	(\$260.00)	(\$86.00)	\$114.00
Site: Rock Bend ALC , 801 Davis Street Point-to-point dark fiber to the district hub site	\$460.00	(\$260.00)	(\$86.00)	\$114.00
Site: South Elementary , 1405 S. 7th Street Point-to-point dark fiber to the district hub site	\$460.00	(\$260.00)	(\$86.00)	\$114.00
Site: St. Peter Community Ed / ECFE , 600 S 5th St Ste 207 Point-to-point dark fiber to the district hub site	\$460.00	(\$260.00)	(\$86.00)	\$114.00
Site: St. Peter High School , 2121 Broadway Ave Point-to-point dark fiber to the district hub site	\$460.00	(\$260.00)	(\$86.00)	\$114.00
Site: St. Peter MS Football Field , 100 Lincoln Drive Point-to-point dark fiber to the district hub site	\$575.00	(\$325.00)	(\$107.50)	\$142.50
Telecom Participation	\$150.00	\$0.00	(\$64.50)	\$85.50
Total Monthly Recurring Costs	\$5,415.00	<i>Estimated Monthly Net After Discounts</i>		\$1,439.69
Equivalent Annual Cost	\$64,980.00	<i>Equivalent Annual Net After Discounts</i>		\$17,276.28

The undersigned parties hereby contract for the products and/or services indicated for the period from July 1, 2021 through June 30, 2026 in the amount of \$64,980.00 per year under the terms described in the corresponding Letter of Agreement. E-Rate and Telecom Equity Aid discounts shown are estimates based on known or expected conditions at the time this document was drafted and are not guaranteed. This document supersedes any previous exhibit(s) for the services listed.

For South Central Service Cooperative

For St. Peter Public Schools

Feb 12, 2021

Authorized Signature

Date

Authorized Signature

Date

David M. Paschke, SOCRATES Managing Director

Name and Title

Name and Title

Boys Basketball			
Sean	Keating	Head Coach	Boys Basketball
Derek	Homrighausen	Assistant Varsity	Boys Basketball
Khamprasong	Chantharak	B / Assistant Varsity	Boys Basketball
Jared	Baron	C Coach/9th	Boys Basketball
Tanner	Nadeau	JV Coach	Boys Basketball
Neil	Doose	MS Coach 8th	Boys Basketball
Steve	Alger	MS Coach 8th	Boys Basketball
Galen	Bly	MS coach 7th	Boys Basketball
GIRLS BASKETBALL			
Bob	Southworth	Head Coach	Girls Basketball
Corey	Wiebusch	Asst Coach / Volunteer	Girls Basketball
Bill	Stuewe	B Squad Coach	Girls Basketball
Dave	Nixon	C Squad Coach	Girls Basketball
Jordyn	Jarr	MS Coach (7th)	Girls Basketball
HOCKEY			
Shea	Roehrkasse	Head Coach	Boys Hockey
Tom	Blaido	Head Coach	Girls Hockey
Madison	Bergren	Assistant Coach	Girls Hockey
Marc	Bachman	Assistant Coach	Girls Hockey
GYMNASTICS			
Kris	Glidden	Head Coach	Gymnastics
Robbie	Deering	Asst. Coach - Spotter (50%)	Gymnastics
Eva	Hendrickson	MS Coach	Gymnastics
WRESTLING			
Keith	Hanson	Co-Head Coach	Wrestling
Ryan	Timmerman	Co-Head Coach	Wrestling
Ashton	Bartlett	MS Coach	Wrestling
ONE ACT PLAY			
Amanda	Blue	Co Director	One Act Play
Jason	Toupence	Co Director	One Act Play
MS PLAY			
Angie	Schilling	Co- Director	MS Play
Bailey	Britton	Assistant Director	MS Play
Rachel	Ryan	Assistant Director	MS Play
WINTER STRENGTH			
Doug	Boyer	Strength Coach / Weight Rm Sup	



ADDENDUM

REGULAR BOARD MEETING Thursday, February 18, 2021 Governor's Room 6:30PM

VI. ACTION ITEMS

1. AGENDA ITEM #1

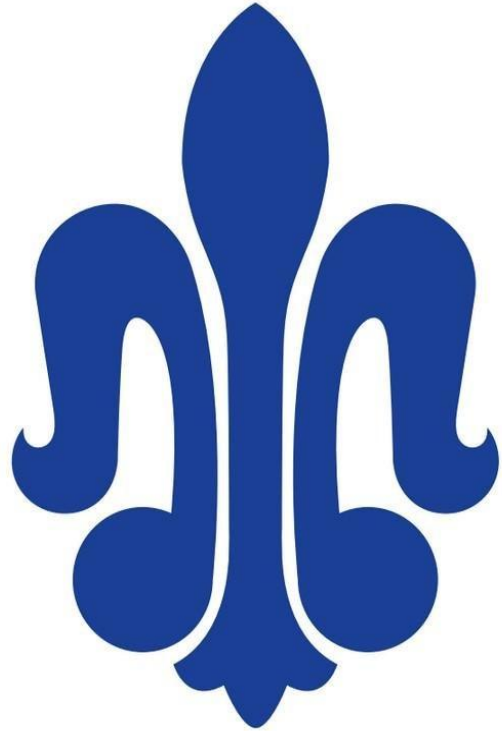
Subject: Middle School Learning Model Transition Plan Adjustment

Action: Requires a Motion

Background: During the February 1 Special School Board Meeting a motion was approved to transition to all in-person learning for students in grades 5-12. There was a request to explore the possibility of transitioning some students at an earlier date. Plans have been developed to transition middle school students to in-person learning in a phased approach. Details were shared during the February 11 School Board Study Session.

Presentation: Superintendent of Schools

Options/Recommendation: We recommend approving this adjusted plan for the Middle School.



COVID- 19 Data Analysis & Instructional Model Review

Recommendations for Changes in Learning Models

This plan has been approved by the Regional Support Team.

Early Learning, South Elementary (Gr K-1) & North Elementary (Gr 2-4)

Continued in-person learning

Middle School Gr 5

February 25-26 - Teacher Planning Days- No School for Students

March 1- All grades begin all in-person learning with distance learning on Fridays**

Middle School Gr 6 & 7

March 11-12 - Teacher Planning Days- No School for Students

March 15 - All grades begin all in-person learning with distance learning on Fridays**

Middle School Gr 8 & High School, Rock Bend*

March 18 & 19 - Teacher Planning Days- No School for Students

March 22 - All grades begin all in-person learning with distance learning on Fridays**

Hoffman Learning Center

Continue in Hybrid until residential protocols allow for in-person

	M	T	W	R	F	M	T	W	R	F	M	T	W	R	F	M	T	W	R	F	M
	2/22	2/23	2/24	2/25	2/26	3/1	3/2	3/3	3/4	3/5	3/8	3/9	3/10	3/11	3/12	3/15	3/16	3/17	3/18	3/19	3/22
Early Childhood	in-person					in-person					in-person					in-person					
South Elementary	in-person				ER	in-person				ER	in-person				ER	in-person				ER	
North Elementary	in-person				ER	in-person				ER	in-person				ER	in-person				ER	
MS Gr 5	Hybrid			Work Days		in-person				DL	in-person				DL	in-person				DL	
MS Gr 6 & 7	Hybrid					Hybrid					Hybrid		Work Days		in-person			DL			
MS Gr 8											Hybrid		Work Days		Hybrid						
High School											Hybrid				Hybrid		Work Days				
Rock Bend ALC											Hybrid				Hybrid		Work Days				
Hoffmann LC	Hybrid				Hybrid				53	Hybrid				Hybrid		Work Days					



ADDENDUM

REGULAR BOARD MEETING Thursday, February 18, 2021 Governor's Room 6:30PM

VI. ACTION ITEMS

2. AGENDA ITEM #2

Subject: Pay Equity Report

Action: Requires a Motion

Background: Every three years, the district is required to file a pay equity report designed to ensure that there is gender equity in pay and benefits for the employees of the district. Our report is compiled by Kathleen Murphy, a pay equity specialist.

Presentation: Business Manager

Options/Recommendation: We recommend your acceptance of the Pay Equity Report for Saint Peter Public Schools.

Pay Equity Implementation Report

Part A: Jurisdiction Identification

Jurisdiction: ISD No. 508 - St. Peter
100 Lincoln Drive
Suite 229
St. Peter, MN 56082

Jurisdiction Type: School

Contact: Tim Regner

Phone: (507) 934-5703

E-Mail: tregner@stpeterschools.org

Part B: Official Verification

1. The job evaluation system used measured skill, effort responsibility and working conditions and the same system was used for all classes of employees.

The system used was: Consultant

Description:

ROI

2. Health Insurance benefits for male and female classes of comparable value have been evaluated and:
There is a difference and the maximum salaries reported include the monthly amount paid by the employer for health insurance.

3. An official notice has been posted at:

Staff Bulletin Board All Buildings

(prominent location)

informing employees that the Pay Equity Implementation Report has been filed and is available to employees upon request. A copy of the notice has been sent to each exclusive representative, if any, and also to the public library.

The report was approved by:

School Board

(governing body)

Ben Leonard

(chief elected official)

Board Chair

(title)

Part C: Total Payroll

\$15311970.98

is the annual payroll for the calendar year just ended December 31.

- [X] Checking this box indicates the following:

- signature of chief elected official
- approval by governing body
- all information is complete and accurate, and
- all employees over which the jurisdiction has final budgetary authority are included

Date Submitted: 1/20/2021

Job Class Data Entry Verification List

Case: 2021DATA

ISD No. 508 - St. Peter

LGID: 1631

Job Nbr	Class Title	Nbr Males	Nbr Females	Non-Binary	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
1	Housekeeper	5	2	0	B	51	2773.00	2773.00		19.00	Longevity
2	Teacher Asst Chapter I	0	5	0	F	56	2253.00	2964.00	6.00		Longevity
3	ECFE Assistant	0	4	0	F	56	2253.00	2964.00	6.00		Longevity
4	Delivery Person	1	0	0	M	59	2792.00	2843.00	2.00		Longevity
5	SAC/SIB Care Assistant	2	19	0	F	70	2253.00	2253.00		1.00	
6	S&N Safety/Attendance/Receipt	0	1	0	F	76	2369.00	2943.00	10.00		Longevity
7	Media Clerical	0	1	0	F	81	2369.00	2943.00	10.00		Longevity
8	Cook	0	4	0	F	82	2383.00	2825.00	2.00		Longevity
9	Student Reg/Health/Asst South	0	1	0	F	88	2369.00	2943.00	10.00		Longevity
10	Program Assistant/Comm Ed	0	1	0	F	91	2886.00	2886.00		1.00	
11	Asst Accounts Payable Clerk	0	1	0	F	93	2557.00	3146.00	10.00		Longevity
12	Early Childhood and Target Ass	0	1	0	F	93	2886.00	2886.00		4.00	
13	Health Assistant	0	3	0	F	93	2565.00	2825.00	6.00		Longevity
14	Teacher Assistant	10	49	0	F	95	2253.00	2964.00	6.00		Longevity
15	Information Tech Support Spec	1	0	0	M	95	3120.00	3120.00		1.00	
16	Secretary Ath/CE/Guidance	0	3	0	F	97	2557.00	4143.00	10.00		
17	Head Cook	0	4	0	F	99	3068.00	4560.00	2.00		Longevity
18	HS/MS Attendance Clerk/North	0	3	0	F	99	2257.00	4247.00	10.00		Longevity
19	CentralRegistrar/TechSecretary	0	1	0	F	102	2257.00	4247.00	10.00		Longevity
20	Custodial Engineer	10	0	0	M	102	2882.00	4189.00	2.00		Longevity
21	Business HR Admin Asst	0	1	0	F	112	2700.00	4314.00	10.00		Longevity
22	School Info Coordinator	1	0	0	M	119	3909.00	3909.00		7.00	
23	Principal's Secretary	0	4	0	F	120	3158.00	4314.00	10.00		Longevity
24	SAC Coordinator	0	1	0	F	122	3352.00	4637.00	2.00		Longevity
25	PhysicalPlant/FacilityUseCoord	0	1	0	F	124	3704.00	4962.00	10.00		Longevity
26	Administrative Secretary	0	1	0	F	133	4184.00	5313.00	2.00		Longevity
27	Finance Accountant	0	1	0	F	137	4723.00	5852.00	4.00		Longevity
28	MARSS Accountant	0	1	0	F	139	3900.00	5028.00	1.00		Longevity
29	Student Support Liaison	1	1	0	B	139	4962.00	6351.00	1.00		Longevity
30	Payroll Supv/District Accounta	0	1	0	F	140	5283.00	6411.00	7.00		Longevity
31	Part Time Nurse	0	2	0	F	148	7094.00	7094.00		13.00	
32	Media Consultant	0	1	0	F	158	5025.00	11521.00	15.00		

Job Class Data Entry Verification List

Case: 2021DATA

ISD No. 508 - St. Peter

LGID: 1631

Job Nbr	Class Title	Nbr Males	Nbr Females	Non-Binary	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
33	Social Worker	1	3	0	F	164	5025.00	11521.00	15.00		
34	ECFE Teacher	0	9	0	F	165	5025.00	9266.00	15.00		
35	Head Building Custodian	4	0	0	M	172	3855.00	5113.00		14.00	Longevity
36	Teacher	50	102	0	B	175	5025.00	11521.00	15.00		
37	Technology Coordinator	1	0	0	M	177	5025.00	11521.00	15.00		
38	Dean of Students	2	0	0	M	190	5025.00	11521.00	15.00		
39	Buildings & Grounds Supervisor	1	0	0	M	190	5025.00	11521.00	15.00		
40	Guidance Counselor	0	3	0	F	201	5025.00	11521.00	15.00		
41	Community Education Director	0	1	0	F	208	5982.00	7200.00		13.00	
42	School Nurse	0	1	0	F	216	5025.00	11521.00	15.00		
43	Special Program Administrator	0	1	0	F	230	9670.00	10942.00		10.00	
44	Technology Director	1	0	0	M	230	9159.00	10590.00		3.00	
45	Activities Director	1	0	0	M	234	7961.00	9154.00		3.00	
46	Business Manager	1	0	0	M	257	8859.00	10053.00		7.00	
47	Building Principal	2	2	0	B	263	9859.00	11977.00		6.00	Longevity
48	Superintendent	1	0	0	M	315	13797.00	16614.00		1.00	

Job Number Count: 48

Posting date:

Jurisdiction Name:

NOTICE TO POST

2021 Pay Equity Report

This jurisdiction is submitting a pay equity implementation report to Minnesota Management & Budget as required by the Local Government Pay Equity Act, Minnesota Statutes 471.991 to 471.999. The report must be submitted by January 31, 2021.

The report is public data under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. That means that the report is available to anyone requesting this information.

This notice is being sent to all union representatives (if any) in this jurisdiction. In addition, this notice must remain posted in a prominent location for at least 90 days from the date the report was submitted.

For more information about this jurisdiction's pay equity program, or to request a copy of the implementation report, please contact:

(local contact person's name, address, telephone)

For more information about the state pay equity law, you may contact the Pay Equity Office at:

pay.equity@state.mn.us

Pay Equity Office
Minnesota Management & Budget
400 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155

Compliance Report

Jurisdiction: ISD No. 508 - St. Peter
 100 Lincoln Drive

 Suite 229
 St. Peter, MN 56082

Report Year: 2021
 Case: 1 - 2021DATA (Private (Jur Only))

Contact: Tim Regner

Phone: (507) 934-5703

E-Mail: tregner@stpeterschools.org

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	12	32	4	48
# Employees	25	146	165	336
Avg. Max Monthly Pay per employee	6588.36	4159.11		7747.48

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 123.0769 * *passes*

	Male Classes	Female Classes
a. # At or above Predicted Pay	6	19
b. # Below Predicted Pay	6	13
c. TOTAL	12	32
d. % Below Predicted Pay (b divided by c = d)	50.00	40.63

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 169	Value of T = -0.186
-------------------------------	---------------------

a. Avg. diff. in pay from predicted pay for male jobs = 23

b. Avg. diff. in pay from predicted pay for female jobs = 108

III. SALARY RANGE TEST = 101.55 (Result is A divided by B) *passes*

A. Avg. # of years to max salary for male jobs = 9.80

B. Avg. # of years to max salary for female jobs = 9.65

IV. EXCEPTIONAL SERVICE PAY TEST = 175.00 (Result is B divided by A) *passes*

A. % of male classes receiving ESP = 25.00 *

B. % of female classes receiving ESP = 43.75

*(If 20% or less, test result will be 0.00)



Predicted Pay Report for: ISD No. 508 - St. Peter

Case: 2021DATA

Job Nbr	Job Title	Nbr Males	Nbr Females	Non-Binary	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
1	Housekeeper	5	2	0	7	Balanced	51	2773.0000	2455.0385	317.9615
2	Teacher Asst Chapter I	0	5	0	5	Female	56	2964.0000	2618.3588	345.6412
3	ECFE Assistant	0	4	0	4	Female	56	2964.0000	2618.3588	345.6412
4	Delivery Person	1	0	0	1	Male	59	2843.0000	2716.8694	126.1306
5	SAC/SIB Care Assistant	2	19	0	21	Female	70	2253.0000	3076.7788	-823.7788
6	S&N Safety/Attendance/Receipt	0	1	0	1	Female	76	2943.0000	3272.9359	-329.9359
7	Media Clerical	0	1	0	1	Female	81	2943.0000	3436.6882	-493.6882
8	Cook	0	4	0	4	Female	82	2825.0000	3469.5251	-644.5251
9	Student Reg/Health/Asst South	0	1	0	1	Female	88	2943.0000	3688.8917	-745.8917
10	Program Assistant/Comm Ed	0	1	0	1	Female	91	2886.0000	3765.4855	-879.4855
11	Asst Accounts Payable Clerk	0	1	0	1	Female	93	3146.0000	3961.9145	-815.9145
12	Early Childhood and Target Ass	0	1	0	1	Female	93	2886.0000	3961.9145	-1075.9145
13	Health Assistant	0	3	0	3	Female	93	2825.0000	3961.9145	-1136.9145
14	Teacher Assistant	10	49	0	59	Female	95	2964.0000	3985.3048	-1021.3048
15	Information Tech Support Spec	1	0	0	1	Male	95	3120.0000	3985.3048	-865.3048
16	Secretary Ath/CE/Guidance	0	3	0	3	Female	97	4143.0000	4008.5412	134.4588
17	Head Cook	0	4	0	4	Female	99	4560.0000	4031.9315	528.0685
18	HS/MS Attendance Clerk/North	0	3	0	3	Female	99	4247.0000	4031.9315	215.0685
19	CentralRegistrar/TechSecretary	0	1	0	1	Female	102	4247.0000	4066.8630	180.1370
20	Custodial Engineer	10	0	0	10	Male	102	4189.0000	4066.8630	122.1370
21	Business HR Admin Asst	0	1	0	1	Female	112	4314.0000	4183.5067	130.4933
22	School Info Coordinator	1	0	0	1	Male	119	3909.0000	4265.0649	-356.0649
23	Principal's Secretary	0	4	0	4	Female	120	4314.0000	4276.7600	37.2400
24	SAC Coordinator	0	1	0	1	Female	122	4637.0000	4299.9964	337.0036
25	PhysicalPlant/FacilityUseCoord	0	1	0	1	Female	124	4962.0000	4323.3867	638.6133
26	Administrative Secretary	0	1	0	1	Female	133	5313.0000	4527.7492	785.2508
27	Finance Accountant	0	1	0	1	Female	137	5852.0000	4618.9913	1233.0087
28	MARSS Accountant	0	1	0	1	Female	139	5028.0000	5312.3911	-284.3911
29	Student Support Liaison	1	1	0	2	Balanced	139	6351.0000	5312.3911	1038.6089
30	Payroll Supv/District Accounta	0	1	0	1	Female	140	6411.0000	5345.3441	1065.6559
31	Part Time Nurse	0	2	0	2	Female	148	7094.0000	5082.4549	2011.5451
32	Media Consultant	0	1	0	1	Female	158	11521.0000	6186.0001	5334.9999

Predicted Pay Report for: ISD No. 508 - St. Peter

Case: 2021DATA

Job Nbr	Job Title	Nbr Males	Nbr Females	Non-Binary	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
33	Social Worker	1	3	0	4	Female	164	11521.0000	3145.0009	8375.9991
34	ECFE Teacher	0	9	0	9	Female	165	9266.0000	3482.4379	5783.5621
35	Head Building Custodian	4	0	0	4	Male	172	5113.0000	5835.6170	-722.6170
36	Teacher	50	102	0	152	Balanced	175	11521.0000	6843.4881	4677.5119
37	Technology Coordinator	1	0	0	1	Male	177	11521.0000	7518.3621	4002.6379
38	Dean of Students	2	0	0	2	Male	190	11521.0000	11891.7233	-370.7233
39	Buildings & Grounds Supervisor	1	0	0	1	Male	190	11521.0000	11891.7233	-370.7233
40	Guidance Counselor	0	3	0	3	Female	201	11521.0000	11521.0000	0.0000
41	Community Education Director	0	1	0	1	Female	208	7200.0000	10813.1082	-3613.1082
42	School Nurse	0	1	0	1	Female	216	11521.0000	10488.8481	1032.1519
43	Special Program Administrator	0	1	0	1	Female	230	10942.0000	9928.7857	1013.2143
44	Technology Director	1	0	0	1	Male	230	10590.0000	9928.7857	661.2143
45	Activities Director	1	0	0	1	Male	234	9154.0000	9930.1586	-776.1586
46	Business Manager	1	0	0	1	Male	257	10053.0000	9938.0557	114.9443
47	Building Principal	2	2	0	4	Balanced	263	11977.0000	9940.1127	2036.8873
48	Superintendent	1	0	0	1	Male	315	16614.0000	16153.5652	460.4348

Job Number Count: 48



ADDENDUM

REGULAR BOARD MEETING Thursday, February 18, 2021 Governor's Room 6:30PM

VI. ACTION ITEMS

3. AGENDA ITEM #3

Subject: Athletic Training Contract

Action: Requires a Motion

Background: Due to changes in programming at Gustavus we have a need to establish a new source of athletic training services. Proposals were requested from providers and it was determined that the proposal from Mayo best matched our needs. The proposal was reviewed by the finance committee and there was support to bring it forward to the full School Board.

Presentation: Superintendent of Schools, Activities Director

Options/Recommendation: We recommend approving this contract.



ADDENDUM

REGULAR BOARD MEETING Thursday, February 18, 2021 Governor's Room 6:30PM

VI. ACTION ITEMS

4. AGENDA ITEM #4

Subject: Real Estate Title Adjustment Resolution

Action: Requires a Resolution

Background: In 1980 the school district and a community resident exchanged quit claim deeds defining the boundary between our respective parcels. Both of the deeds contain an error in the legal description of the properties. The description refers to the southerly right of way of Grace Street and should read the Northerly right of way of Grace Street. New quit claim deeds have been drafted and will require a resolution to be approved by the School Board.

Presentation: Superintendent of Schools

Options/Recommendation: We recommend approval of the resolution.

Top 3 inches reserved for recording data)

QUIT CLAIM DEED

eCRV number: _____

DEED TAX DUE: **\$1.65**

DATE: _____

FOR VALUABLE CONSIDERATION, **Anders J. Bjorling, as Trustee of the Anders J. Bjorling Revocable Trust u/a/d May 16, 2012, as amended (“Grantor”)**, hereby conveys and quitclaims to **Independent School District No. 508, St. Peter Public Schools, a Minnesota body corporate and politic (“Grantee”)**, real property in **Nicollet County, Minnesota**, legally described as follows:

See Attached Exhibit A.

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto.

Total Consideration for this transfer is \$3,000 or less.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: [...].)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

Anders J. Bjorling, as Trustee of the Anders J. Bjorling Revocable Trust u/a/d May 16, 2012, as amended

State of Minnesota, County of _____

This instrument was acknowledged before me on _____, by **Susanne Heim as Trustee of the Anders J. Bjorling Revocable Trust u/a/d May 16, 2012, as amended.**

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Fredrikson & Byron, P.A. (ADQ)
111 South Second Street, Suite 400
Mankato, MN 56001

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
Independent School District No. 508
100 Lincoln Dr., Ste 229
Saint Peter, MN 56082

Exhibit A

All that part of the former right-of-way of the Chicago and Northwestern Railway and/or all that part of Eighth Street lying West of the following described line, to-wit:

Commencing at the southwesterly corner of Lot 3 of Almen's Subdivision to the City of St. Peter, Minnesota; thence westerly along the northerly right of way of Grace Street, a distance of 35.00 feet to the point of beginning; thence northerly, parallel with the West line of Almen's Subdivision, a distance of 15.00 feet; thence deflecting to the right 60 degrees 00 minutes 00 seconds, a distance of 18.00 feet; thence northerly, parallel with the West line of Almen's Subdivision, a distance of 125.00 feet; thence deflecting to the left 120 degrees 00 minutes 00 seconds, a distance of 18.00 feet; thence deflecting to the right 124 degrees 00 minutes 00 seconds, a distance of 127.00 feet to the point of beginning of the parcel herein conveyed; thence deflecting to the right 90 degrees 00 minutes 00 seconds, a distance of 20.00 feet; thence northeasterly to the Northwest corner of Fractional Block 18 of Daly and Smith's Addition to the Town (now City) of St. Peter, Minnesota, thence running southerly on and along the westerly line of said Block 18 a distance of 125 feet, thence westerly and parallel to the north line of said block $7\frac{1}{4}$ feet, more or less, thence northerly to the point of beginning, and there terminating.

Top 3 inches reserved for recording data

QUIT CLAIM DEED

eCRV number: _____

DEED TAX DUE: **\$1.65**

DATE: _____

FOR VALUABLE CONSIDERATION, **Independent School District No. 508, St. Peter Public Schools, a Minnesota body corporate and politic ("Grantor")**, hereby conveys and quitclaims to Anders J. Bjorling, as Trustee of **The Anders J. Bjorling Revocable Trust u/a/d May 16, 2012, as amended ("Grantee")**, real property in **Nicollet** County, Minnesota, legally described as follows:

See Attached Exhibit A.

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto.

Total Consideration for this transfer is \$3,000 or less.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: [...].)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

By: _____

Name: Ben Leonard

Its: Board Chair

By: _____

Name: Drew Dixon

Its: Clerk

State of Minnesota, County of _____

This instrument was acknowledged before me on _____, by Ben Leonard, as Board Chair and Drew Dixon, as Clerk of the Independent School District No. 508, St. Peter Public Schools, a Minnesota body corporate and politic.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Fredrikson & Byron, P.A. (ADQ)
111 South Second Street, Suite 400
Mankato, MN 56001

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
Anders J. Bjorling Revocable Trust
7028 Down Road
Edina, MN 55439

Exhibit A

All that part of the former right-of-way of the Chicago and Northwestern Railway and/or all that part of Eighth Street lying East of the following described line, to-wit:

Commencing at the southwesterly corner of Lot 3 of Almen's Subdivision to the City of St. Peter, Minnesota; thence westerly along the northerly right of way of Grace Street, a distance of 35.00 feet to the point of beginning; thence northerly, parallel with the West line of Almen's Subdivision, a distance of 15.00 feet; thence deflecting to the right 60 degrees 00 minutes 00 seconds, a distance of 18.00 feet; thence northerly, parallel with the West line of Almen's Subdivision, a distance of 125.00 feet; thence deflecting to the left 120 degrees 00 minutes 00 seconds, a distance of 18.00 feet; thence deflecting to the right 124 degrees 00 minutes 00 seconds, a distance of 127.00 feet to the point of beginning of the parcel herein conveyed; thence deflecting to the right 90 degrees 00 minutes 00 seconds, a distance of 20.00 feet; thence northeasterly to the Northwest corner of Fractional Block 18 of Daly and Smith's Addition to the Town (now City) of St. Peter, Minnesota, thence running southerly on and along the westerly line of said Block 18 a distance of 125 feet, thence westerly and parallel to the north line of said block $7\frac{1}{2}$ feet, more or less, thence northerly to the point of beginning, and there terminating.



ADDENDUM

REGULAR BOARD MEETING Thursday, February 18, 2021 Governor's Room 6:30PM

VI. ACTION ITEMS

5. AGENDA ITEM #5

Subject: 2021-2022 School Calendar

Action: Requires a Resolution

Background: The Calendar Committee has met to review and provide input on the calendar for the 2021-22 School Year. A number of different variations have been considered. The most notable differences include a move to all evening conferences and the inclusion of a week-long Spring Break.

Presentation: Superintendent of Schools

Options/Recommendation: We recommend approval of the 2021-22 school year calendar.

2021-2022 Saint Peter Public Schools

		August 2021							September 2021								
		S	M	T	W	Th	F	S	S	M	T	W	Th	F	S		
18-19	New Teacher Workshop	1	2	3	4	5	6	7				1	2	3	4	1	First Day of School K-8
23-26	Teacher Workshop	8	9	10	11	12	13	14	5	6	7	8	9	10	11	6	Labor Day
30	First Day of School 9-12	15	16	17	18	19	20	21	12	13	14	15	16	17	18	24	Early Release
		22	23	24	25	26	27	28	19	20	21	22	23	24	25		
		29	30	31					26	27	28	29	30				
		October 2021							November 2021								
		S	M	T	W	Th	F	S	S	M	T	W	Th	F	S		
20	Early Release						1	2		1	2	3	4	5	6	1	Teacher Workday-No School
21-22	MEA Break	3	4	5	6	7	8	9	7	8	9	10	11	12	13	19	Early Release
29	End of 1st Qtr/K-8: 40 days 9-12: 42 days	10	11	12	13	14	15	16	14	15	16	17	18	19	20	25-26	Thanksgiving Break
		17	18	19	20	21	22	23	21	22	23	24	25	26	27		
		24	25	26	27	28	29	30	28	29	30						
		31															
		December 2021							January 2022								
		S	M	T	W	Th	F	S	S	M	T	W	Th	F	S		
23-31	Winter Break				1	2	3	4							1	13	End of 2nd Qtr/K-8: 44 days 9-12: 44 days
		5	6	7	8	9	10	11	2	3	4	5	6	7	8	14	Teacher Workday-No School
		12	13	14	15	16	17	18	9	10	11	12	13	14	15	17	MLK Day
		19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	Early Release
		26	27	28	29	30	31		23	24	25	26	27	28	29		
									30	31							
		February 2022							March 2022								
		S	M	T	W	Th	F	S	S	M	T	W	Th	F	S		
18	Early Release			1	2	3	4	5			1	2	3	4	5	11	Early Release
21	President's Day	6	7	8	9	10	11	12	6	7	8	9	10	11	12	18	End of 3rd Qtr/K-8: 43 days 9-12: 43 days
		13	14	15	16	17	18	19	13	14	15	16	17	18	19	21	Teacher Workday-No School Spring Break
		20	21	22	23	24	25	26	20	21	22	23	24	25	26		
		27	28						27	28	29	30	31				
		April 2022							May 2022								
		S	M	T	W	Th	F	S	S	M	T	W	Th	F	S		
11-15	Spring Break						1	2								13	Early Release
22	Early Release	3	4	5	6	7	8	9	1	2	3	4	5	6	7	26	End of 4th Qtr/K-8: 45 days 9-12: 46 days
		10	11	12	13	14	15	16	8	9	10	11	12	13	14	27	Teacher Workday/Graduation
		17	18	19	20	21	22	23	15	16	17	18	19	20	21	30	Memorial Day
		24	25	26	27	28	29	30	22	23	24	25	26	27	28		
									29	30	31						
		June 2022															
		S	M	T	W	Th	F	S									
					1	2	3	4									
		5	6	7	8	9	10	11									
		12	13	14	15	16	17	18									
		19	20	21	22	23	24	25									
		26	27	28	29	30											



SOUTH: 934-2754
 NORTH: 934-3260
 MIDDLE SCHOOL: 934-4210
 HIGH SCHOOL: 934-4212
 DISTRICT OFFICE: 934-5703
 SAINTS BUS SERVICE: 934-4690
www.stpeterschools.org

THE SCHOOL BOARD RESERVES THE RIGHT TO CHANGE OR MODIFY THE CALENDAR.



ADDENDUM

REGULAR BOARD MEETING Thursday, February 18, 2021 Governor's Room 6:30PM

VII. INFORMATION ITEMS

1. AGENDA ITEM #1

Subject: First Reading of Revisions to the Policy Manual

Action: None Required

Background:

Policy 412 Expense Reimbursement
Add Form 412R: Expense Reimbursement Form
Deletion of Policy 004.91 Reimbursement for School District Business

Policy 413 Harassment & Violence
Deletion of Policy 005.4 Title IX Sex Nondiscrimination, Grievance Procedure and Process

Policy 417 Chemical Use & Abuse
Deletion of Policy 008.43 Chemical Use and Abuse

Policy 418 Drug-Free Workplace/Drug-Free Schools
Deletion of Policy 005.52 Drug-Free Workplace/Drug-Free Schools

Policy 419 Tobacco-Free Environment
Deletion of Policy 008.41 Tobacco-Free Environment, Possession and Use of Tobacco, Tobacco Related Services, and Electronic Delivery Devices

Policy 427 Workload Limits for Certain Special Education Teachers
Deletion of Policy 005.15 Workload Limits for Certain Special Education Teachers

Policy 501 School Weapons Policy
Deletion of Policy 008.42 Non-student Weapons Policy

Policy 502 Search of Student Lockers, Desks, Personal Possessions, and Student's Person
Deletion of Policy 007.42 Suspected Criminal Activity Procedures

Presentation: Policy Committee
Superintendent of Schools ₇₂

Adopted: _____

MSBA/MASA Model Policy 412

Orig. 1995

Revised: _____

Rev. 2008

412 EXPENSE REIMBURSEMENT

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

I. PURPOSE

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

II. AUTHORIZATION

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

III. REIMBURSEMENT

- A. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the designated administrator. Receipts for lodging, commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.
- B. Automobile travel shall be reimbursed at the mileage rate set by the school board. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.
- C. **There is no provision for reimbursement of alcoholic beverages or for tips/gratuities in excess of 15 percent.**

IV. AIRLINE TRAVEL CREDIT

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

utilize those credits or benefits toward any subsequent airline travel related to school district purposes, prior to reimbursement for such travel, to the extent permitted and/or feasible.

- C. The requirements of this section apply to all airline travel, regardless of where or how the tickets are purchased.

V. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

The superintendent shall develop a schedule of reimbursement rates for school district business expenses, including those expenses requiring advance approval and specific rates of reimbursement. The superintendent shall also develop directives and guidelines to address methods and times for submission of requests for reimbursement. **Rates will be reviewed annually and any changes reported to the School Board.**

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

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

ST PETER PUBLIC SCHOOLS

100 Lincoln Dr-Suite 229
St Peter MN 56082-1351

CHECK REQUEST

DATE: _____

VN: _____

CODE: _____

PAY TO THE ORDER OF: (Name) _____

(Address) _____

(City/State/Zip) _____

AMOUNT: _____

Explanation:

Check Requested By: _____

Date Needed: _____

AUTHORIZED SIGNATURE: _____

**PLEASE ATTACH RECEIPTS IF YOU ARE REQUESTING
REIMBURSEMENT**

004. BUSINESS MANAGEMENT
004.1 Budget
004.12 Amending the School District Budget

[Note: The provisions of this policy substantially reflect the requirements of Minnesota Statutes.]

I. I. PURPOSE

The purpose of this policy is to establish procedures for ~~amending~~the modification of the school district's adopted revenue and expenditure budgets ~~that are in accordance with applicable provisions of law.~~

II. II. GENERAL STATEMENT OF POLICY

~~It is the~~The policy of this school district ~~is to amend~~modify its revenue and expenditure budgets ~~to reflect revised revenue estimates and additional expenditures~~in accordance with the applicable provisions of law.

III. PROCEDURE

~~A. Prior to May 1 of each year, the school board shall adopt revised revenue and expenditure budgets for the current fiscal year.~~

~~Proposed revisions~~III. REQUIREMENT

~~A. The school district's adopted expenditure budget shall be considered the school board's expenditure authorization for that school year.~~

~~B. If revisions or modifications in the adopted expenditure budget are determined to be advisable by the administration, the superintendent shall recommend the proposed changes to the school board. The proposed changes shall be accompanied by sufficient and appropriate background information on the revenue and policy issues involved to allow the school board to make an informed decision. A school board member may also propose modifications on that board member's own motion, provided, however, the school board member is encouraged to review the proposed modifications with the superintendent prior to their being proposed so that the administration may prepare necessary background materials for the school board prior to its consideration of those proposed modifications.~~

~~C. If sufficient funds are not included in the expenditure budget in a particular fund to allow the proposed expenditure, funds for this purpose may not be expended from that fund prior to the adoption of an expenditure budget amendment by the school board to authorize that expenditure for that school year. An amended expenditure shall not exceed the projected revenues available for that purpose in that fund.~~

~~D. The school district's revenue budget shall be amended from time to time during a fiscal year to reflect updated or revised revenue estimates. The superintendent shall make recommendations to the school board for appropriate revisions. If necessary, the school board shall also make necessary revisions in the expenditure budget if it appears that expenditures would otherwise exceed revenues and fund balances in a fund.~~

004. BUSINESS MANAGEMENT
004.12 Disposition of Obsolete Equipment

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

I. PURPOSE

The purpose of this policy is to provide guidelines for the superintendent to assist in timely disposition of obsolete equipment and material.

II. GENERAL STATEMENT OF POLICY

Effective use of school building space, and consideration for safety of personnel, will at times require disposal of obsolete equipment and material.

III. DEFINITIONS

- A. "Contract" means an agreement entered into by the school district for the sale of supplies, materials, or equipment.
- B. "Official newspaper" is a regular issue of a qualified legal newspaper.

IV. MANNER OF DISPOSITION

A. Authorization

The superintendent shall be authorized to dispose of obsolete equipment and materials by selling it at a fair price consistent with the procedures outlined in this policy. Any sale exceeding the minimum amount for which bids are required must first be specifically authorized by the school board. The superintendent shall be authorized to properly dispose of used books, materials, and equipment deemed to have little or no value.

~~A. Notice of Quotation~~

~~———— Notice of procedures to receive quotations shall be given by publication or other means as appropriate to provide reasonable notice to the public.~~

B. Contracts Over \$175,000

1. If the value of the equipment or materials is estimated to exceed \$175,000, sealed bids shall be solicited by two weeks' published notice in the official newspaper. This notice shall state the time and place of receiving bids and contain a brief description of the subject matter. Additional publication in the official newspaper or elsewhere may be made as the school board shall deem necessary.
2. The sale shall be awarded to the highest responsible bidder, be duly executed in writing, and be otherwise conditioned as required by law.
3. A record shall be kept of all bids, with names of bidders and amounts of bids, and an indication of the successful bid. A bid containing an alteration or erasure of any price contained in the bid which is used in determining the highest responsible bid shall be rejected unless the alteration or erasure is corrected by being crossed out and the correction printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid.

4. In the case of identical high bids from two or more bidders, the school board may, at its discretion, utilize negotiated procurement methods with the tied high bidders so long as the price paid does not go below the high tied bid price. In the case where only a single bid is received, the school board may, at its discretion, negotiate a mutually agreeable contract with the bidder so long as the price paid does not fall below the original bid. If no satisfactory bid is received, the board may readvertise.

~~1. If no satisfactory bid is received, the School Board may re-advertise.~~

5. All bids obtained shall be kept on file for a period of at least one year after their receipt. Every contract made without compliance with the foregoing provisions shall be void.
6. Data submitted by a business to a school in response to a request for bids are private until opened. Once opened, the name of the bidder and the dollar amount specified become public; all other data are private until completion of the selection process, meaning the school has completed its evaluation and ranked the responses. After completion of the selection process, all data submitted by all bidders are public except trade secret data. If all responses are rejected prior to completion of the selection process, all data remain private, except the name of the bidder and the dollar amount specified which were made public at the bid opening for one year from the proposed opening date or until resolicitation results in completion of the selection process or until a determination is made to abandon the purchase, whichever occurs sooner, at which point the remaining data becomes public. Data created or maintained by the school district as part of the selection or evaluation process are protected as nonpublic data until completion of the selection or evaluation process. At that time, the data are public with the exception of trade secret data.

C. Contracts From \$25,000 to \$175,000

If the amount of the sale is estimated to exceed \$25,000 but not to exceed \$175,000, the contract may be made either upon sealed bids in the manner directed above or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding notice. All quotations obtained shall be kept on file for a period of at least one year after receipt.

D. Contracts \$25,000 or Less

If the amount of the sale is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the school board. The sale in the open market may be by auction. If the contract is made on quotation, it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after receipt.

E. Electronic Sale of Surplus Supplies, Materials, and Equipment

Notwithstanding the other procedural requirements of this policy, the school district may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused through an electronic selling process in which purchasers compete to purchase the supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

F. Notice of Quotation

Notice of procedures to receive quotations shall be given by publication or other means as appropriate to provide reasonable notice to the public.

~~B.~~ G. Sales to Employees

~~1.~~ No officer or employee of the school district shall sell or procure for sale or possess or control for sale to any other officer or employee of the school district any property or materials owned by the school district unless the property and materials are not needed for public purposes and are sold to a school district employee after reasonable public notice, at a public auction or by sealed response, if the employee is not directly involved in the auction or sale process. Reasonable notice shall include at least one week's published or posted notice. A school district employee may purchase no more than one motor vehicle from the school district ~~in~~ at any 12-month period-one auction. This section shall not apply to the sale of property or materials acquired or produced by the school district for sale to the general public in the ordinary course of business.

~~2.~~ Nothing in this section shall prohibit an employee of the school district from selling or possessing for sale public property if the sale or possession for sale is in the ordinary course of business or the normal course of the employee's duties.

~~C.~~ H. Exceptions for Surplus School Computers

~~1.~~ 1. A school district may bypass the requirements for competitive bidding and is not subject to any other laws relating to school district contracts if it is disposing of surplus school computer and related equipment, including a tablet device, by conveying the property and title to:

- a. another school district;
- b. the state department of corrections;
- c. the board of trustees of Minnesota State Colleges and Universities;
- d. the family of a student residing in the district whose total family income meets the federal definition of poverty; or

~~e.~~ a charitable organization under section 501(c)(3) of the Internal Revenue Code that is registered with the attorney general's office for educational use.

~~2.~~ 2. If surplus school computers are not disposed of as described in Paragraph ~~A,1.,~~ upon ~~adopting~~adoption of a written resolution of the school board, when updating or replacing school computers, including tablet devices, used primarily by students, the school district may sell or give used computers or tablets to qualifying students at the price specified in the written resolution. A student is eligible to apply to the school board for a computer or tablet under this subdivision if the student is currently enrolled in the school and intends to enroll in the school in the year following the receipt of the computer or tablet. If more students apply for computers or tablets than are available, the school must first qualify students whose families are eligible for free or reduced-price meals and then dispose of the remaining computers or tablets by lottery.



SAINT PETER PUBLIC SCHOOLS

INDEPENDENT SCHOOL DISTRICT NO. 508
HARASSMENT AND VIOLENCE REPORT FORM

General Statement of Policy Prohibiting Harassment and Violence

Independent School District No. 508 maintains a firm policy prohibiting all forms of discrimination. Harassment or violence against students or employees or groups of students or employees 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 and expression, or disability is strictly prohibited. All persons are to be treated with respect and dignity. 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 and expression, or disability by any pupil, teacher, administrator, or other school personnel, which create an intimidating, hostile, or offensive environment will not be tolerated under any circumstances.

Complainant _____

Home Address _____

Work Address _____

Home Phone _____ Work Phone _____

Date of Alleged Incident(s) _____

Basis of Alleged Harassment/Violence - circle as appropriate: race \ color \ creed \ religion \ national origin \ sex \ age \ marital status \ familial status \ status with regard to public assistance \ sexual orientation, including gender identity and expression \ disability

Name of person you believe harassed or was violent toward you or another person or group.

If the alleged harassment or violence was toward another person or group, identify that person or group._

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

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

List any witnesses that were present _____

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

(Complainant Signature)

(Date)

Received by _____

(Date)

Adopted: _____

MSBA/MASA Model Policy 417

Orig. 1995

Revised: _____

Rev. 2015

417 CHEMICAL USE AND ABUSE

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

III. DEFINITIONS

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

IV. STUDENTS

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

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

- 2. Each school shall have age-appropriate and developmentally based activities that:
 - a. address the consequences of violence and the illegal use of drugs, as appropriate;
 - b. promote a sense of individual responsibility;
 - c. teach students that most people do not illegally use drugs;

- d. teach students to recognize social and peer pressure to use drugs illegally and the skills for resisting illegal drug use;
 - e. teach students about the dangers of emerging drugs;
 - f. engage students in the learning process; and
 - g. incorporate activities in secondary schools that reinforce prevention activities implemented in elementary schools.
3. Each school shall have activities that involve families, community sectors (which may include appropriately trained seniors), and a variety of drug and violence prevention providers in setting clear expectations against violence and illegal use of drugs and appropriate consequences for violence and illegal use of drugs.
 4. Each school shall disseminate drug and violence prevention information within the school and to the community.
 5. Each school shall have professional development and training for, and involvement of, school personnel, student services personnel, parents, and interested community members in prevention, education, early identification and intervention, mentoring, or rehabilitation referral, as related to drug and violence prevention.
 6. Each school shall have drug and violence prevention activities that may include the following:
 - a. Community-wide planning and organizing activities to reduce violence and illegal drug use, which may include gang activity prevention.
 - b. The hiring and mandatory training, based on scientific research, of school security personnel who interact with students in support of youth drug and violence prevention activities under this policy that are implemented in the school.
 - c. Conflict resolution programs, including peer mediation programs that educate and train peer mediators and a designated faculty supervisor, and youth anti-crime and anti-drug councils and activities.
 - d. Counseling, mentoring, referral services, and other student assistance practices and programs, including assistance provided by qualified school-based mental health services providers and the training of teachers by school-based mental health services providers in appropriate identification and intervention techniques for students at risk of violent behavior and illegal use of drugs.
 - e. Programs that encourage students to seek advice from, and to confide in, a trusted adult regarding concerns about violence and illegal drug use.

B. Reports of Chemical Use and Abuse

1. In the event that a school district employee knows that a student is abusing, possessing, transferring, distributing, or selling chemicals in a school location:
 - a. The employee shall immediately either take the student to an administrator or notify an appropriate administrator of the observation and continue to observe the student until the administrator arrives.
 - b. The administrator will notify the student's parents. If there is a medical emergency, the administrator will notify the school nurse and/or outside medical personnel as appropriate.
 - c. The administrator will notify law enforcement officials, the student's counselor, and the chemical preassessment team.
 - d. The administrator and/or law enforcement officials will confiscate the chemicals and/or conduct a search of the student's person, effects, locker, vehicle, or areas within the student's control. Searches by school district officials shall be in accordance with school board policies regarding search and seizure.
 - e. The school district will take appropriate disciplinary action in compliance with the student discipline code. Such discipline may include immediate suspension, initiation of expulsion proceedings, and/or referral to a detoxification center or medical center.
2. If a school district employee has reason to believe that a student is abusing, possessing, transferring, distributing, or selling chemicals:
 - a. The employee shall notify the building administrator or a member of the preassessment team and shall describe the basis for the suspicion. The building administrator and/or team will determine what action should be taken. Action may include conducting an investigation, gathering data, scheduling a conference with the student or parents, or providing a meeting between a single member of the team and the student to discuss the behaviors that have been reported and attempting to ascertain facts regarding chemical abuse.
 - b. The team may determine there is no chemical abuse. If the team determines there is chemical abuse, the team will select an appropriate course of action, which may include referral to a school counselor; referral to a treatment program; referral for screening, assessment, and treatment planning; participation in support groups; or other appropriate measures.
3. Students involved in the abuse, possession, transfer, distribution, or sale of chemicals shall be suspended in compliance with the student discipline policy and the Pupil Fair Dismissal Act, Minn. Stat. § 121A.40-121A.56, and proposed for expulsion.
4. Searches by school district officials in connection with the abuse, possession, transfer, distribution, or sale of chemicals will be conducted in accordance with school board policies related to search and seizure.

C. Preassessment Team

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

D. Data Practices

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

2. Destruction of Records

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

E. Consent

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

F. School and Community Advisory Team

1. The superintendent, with the advice of the school board, shall establish a school and community advisory team to address chemical abuse problems. The advisory team will be composed of representatives from the school preassessment teams to the extent possible, law enforcement agencies, county attorney's office, social service agencies, chemical abuse treatment programs, parents, and the business community.

2. The advisory team shall:
 - a. build awareness of the problem within the community, identify available treatment and counseling programs for students, and develop good working relationships and enhance communication between the schools and other community agencies; and
 - b. develop a written procedure clarifying the notification process to be used by the chemical abuse preassessment team when a student is believed to be in possession of or under the influence of alcohol or a controlled substance. The procedure must include contact with the student and the student's parents or guardian in the case of a minor student.

V. EMPLOYEES

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

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

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

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

Possessions, and Student's Person)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles;
Patrols, Inspections, and Searches)

Adopted: _____

MSBA/MASA Model Policy 418

Orig. 1995

Revised: _____

Rev. 2015

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. "Alcohol" includes any alcoholic beverage, malt beverage, fortified wine, or other intoxicating liquor.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, including analogues and look-alike drugs.
- C. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; or (4) any other method, excluding smoking, approved by the commissioner.
- D. "Toxic substances" includes glue, cement, aerosol paint, or other substances used or possessed with the intent of inducing intoxication or excitement of the central nervous system.
- E. "Use" includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.

- F. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.
- G. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

IV. EXCEPTIONS

- A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.
- B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minn. Stat. § 624.701, Subd. 1a

(experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

V. PROCEDURES

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

[Note: School districts are required by Minn. Stat. § 121A.22 to develop procedures for the administration of drugs and medicine. If the school district does not have a student medication policy such as MSBA/MASA Model Policy 516, this Paragraph A. can be modified to provide: "Students who have a prescription from a physician for medical treatment with a controlled substance must provide a copy of the prescription and the medication to the school nurse, principal, or other designated staff member. The school district's licensed school nurse, trained health clerk, principal, or teacher will administer the prescribed medication in accordance with school district procedures."]
- B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.
- C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

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

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

VI. ENFORCEMENT

A. Students

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

B. Employees

- 1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
- 2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.

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

C. The Public

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

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

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 516 (Student Medication)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— ACKNOWLEDGMENT —

DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL POLICY

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

Dated: _____

Signature of Employee/Applicant

Typed or Printed Name

Adopted: _____

MSBA/MASA Model Policy 419

Orig. 1995

Revised: _____

Rev. 2020

419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES; VAPING AWARENESS AND PREVENTION INSTRUCTION

~~*[Note: School districts are not required by statute to have a policy addressing these issues. However, Minn. Stat. § 144.416 requires that entities that control public places must make reasonable efforts to prevent smoking in public places, including the posting of signs or any other means which may be appropriate. Additionally, Minn. Stat. § 120B.238 requires that vaping prevention instruction be provided as set forth in this policy.]*~~

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is tobacco free.

II. GENERAL STATEMENT OF POLICY

- A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.

~~*[Note: The following language is not required by law but is recommended by MSBA for inclusion in this policy.]*~~

~~*D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.*~~

III. DEFINITIONS

- A. "Electronic delivery device" means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of aerosol or vapor from the product. Electronic delivery devices includes but is not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device excludes drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.
- B. "Heated tobacco product" means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.
- C. "Tobacco" means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to, cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.
- D. "Tobacco-related devices" means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of vapors aerosol or vapor of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.
- E. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.
- F. "Vaping" means using an activated electronic delivery device or heated tobacco product."

IV. EXCEPTIONS

- A. A violation of this policy does not occur when an Indian adult lights tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony. ~~An Indian is a person who is a member of an Indian tribe as defined under Minnesota law.~~
- B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.

~~It shall not be a violation of this policy for an Indian adult or student to carry loose~~

tobacco in a tobacco pouch intended for spiritual or cultural ceremonial support with the permission of the student's parent or guardian and the written or verbal notice to the site administrator.

V. VAPING PREVENTION INSTRUCTION

- A. The school district must provide vaping prevention instruction at least once to students in grades 6 through 8.
- B. The school district may use instructional materials based upon the Minnesota Department of Health's school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district's locally developed health standards.

~~**[NOTE: In addition, school districts may choose to require (a) evidence-based vaping prevention instruction to students in grades 9 through 12; and/or (b) a peer-to-peer education program to provide vaping prevention instruction.]**~~

VI. ENFORCEMENT

- A. All individuals on school premises shall adhere to this policy.
- B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.
- C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.
- D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.
- E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.
- F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.
- G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

VII. DISSEMINATION OF POLICY

- A. This policy shall appear in the student handbook.
- B. The school district will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)
Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)
Minn. Stat. § 609.685 (Sale of Tobacco to Children)
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA Service Manual, Chapter 2, Students; Rights, Responsibilities and Behavior

Adopted: _____

MSBA/MASA Model Policy 427
Orig. 2015

Revised: _____

427 WORKLOAD LIMITS FOR CERTAIN SPECIAL EDUCATION TEACHERS

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

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

I. PURPOSE

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

II. DEFINITIONS

A. Special Education Staff; Special Education Teacher

"Special education staff" and "special education teacher" both mean a teacher employed by the school district who is licensed under the rules of the Minnesota Professional Educator Licensing and Standards Board to instruct children with specific disabling conditions.

B. Direct Services

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

C. Indirect Services

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

D. Workload

"Workload" means a special education teacher's total number of minutes required for all due process responsibilities, including direct and indirect services, evaluation and reevaluation time, management of individualized education programs (IEPs), travel

time, parental contact, and other services required in the IEPs.

III. GENERAL STATEMENT OF POLICY

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

IV. COLLECTIVE BARGAINING AGREEMENT UNAFFECTED

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

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

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

Adopted: _____

MSBA/MASA Model Policy 413

Orig. 1995

Revised: _____

Rev. 2017

413 HARASSMENT AND VIOLENCE

~~***[Note: State law (Minn. Stat. § 121A.03) requires that school districts adopt a sexual, religious, and racial harassment and violence policy that conforms with the Minnesota Human Rights Act, Minn. Stat. Ch. 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 Minn. Stat. § 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 Minn. Stat. § 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.

~~***[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. The school district prohibits any form 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.
- 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 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 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 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 any condition or characteristic that renders a person a disabled person. A disabled person is any person who:
 - a. has a physical, sensory, or mental impairment which materially limits one or more major life activities;
 - 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 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 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 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 involves the touching of another's intimate parts or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minn. Stat. § 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.
- 2. Sexual violence may include, but is not limited to:
 - a. touching, patting, grabbing, or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
 - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
 - c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
 - 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.

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 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 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.

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.

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.

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 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, initiating civil action, or seeking redress under state criminal statutes and/or federal law.

IX. HARASSMENT OR VIOLENCE AS ABUSE

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

X. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be 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. § 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 (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 (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

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Rev. 2014

501 SCHOOL WEAPONS POLICY

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. "Weapon"

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

B. "School Location" includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.

C. "Possession" means having a weapon on one's person or in an area subject to one's control in a school location.

IV. EXCEPTIONS

- A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal's office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal's office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon's location.
- B. It shall not be a violation of this policy if a nonstudent (or student where specified) falls within one of the following categories:
1. active licensed peace officers;
 2. military personnel, or students or nonstudents participating in military training, who are on duty performing official duties;
 3. persons authorized to carry a pistol under Minn. Stat. § 624.714 while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;
 4. persons who keep or store in a motor vehicle pistols in accordance with Minn. Stat. §§ 624.714 or 624.715 or other firearms in accordance with § 97B.045;
 - a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for "antique firearms which are carried or possessed as curiosities or for their historical significance or value."
 - b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with §§ 624.714 and 624.715.
 5. firearm safety or marksmanship courses or activities for students or nonstudents conducted on school property;
 6. possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;
 - ~~7. a gun or knife show held on school property;~~
 7. 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
 8. persons who are on unimproved property owned or leased by a child care center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.

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

C. Policy Application to Instructional Equipment/Tools

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

D. Firearms in School Parking Lots and Parking Facilities

A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the "lawful" carry or possession of a firearm in a school parking lot or parking facility is specifically limited to nonstudent permit-holders authorized under Minn. Stat. § 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder's vehicle shall constitute a violation of this policy.

V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/ DISTRIBUTION

- A. The school district does not allow the possession, use, or distribution of weapons by students. Consequently, the minimum consequence for students possessing, using, or distributing weapons shall include:
1. immediate out-of-school suspension;
 2. confiscation of the weapon;
 3. immediate notification of police;
 4. parent or guardian notification; and
 5. recommendation to the superintendent of dismissal for a period of time not to exceed one year.

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

C. Administrative Discretion

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

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

A. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate by the school board.
2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.
3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

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

B. Other Nonstudents

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

Legal References: Minn. Stat. § 97B.045 (Transportation of Firearms)
Minn. Stat. § 121A.05 (Referral to Police)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 609.02, Subd. 6 (Definition of Dangerous Weapon)
Minn. Stat. § 609.605 (Trespass)
Minn. Stat. § 609.66 (Dangerous Weapons)

Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)
18 U.S.C. § 921 (Definition of Firearm)
In re C.R.M. 611 N.W.2d 802 (Minn. 2000)

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

Adopted: _____

MSBA/MASA Model Policy 502

Orig. 1995

Revised: _____

Rev. 1999

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

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

I. PURPOSE

The purpose of this policy is to provide for a safe and healthful educational environment by enforcing the school district's policies against contraband.

II. GENERAL STATEMENT OF POLICY

A. Lockers and Personal Possessions Within a Locker

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

B. Desks

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

C. Personal Possessions and Student's Person

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

D. A violation of this policy occurs when students use lockers and desks for unauthorized purposes or to store contraband. A violation occurs when students carry contraband on their person or in their personal possessions.

III. DEFINITIONS

- A. "Contraband" means any unauthorized item possession of which is prohibited by school district policy and/or law. It includes, but is not limited to, weapons and "look-alikes," alcoholic beverages, controlled substances and "look-alikes," overdue books and other materials belonging to the school district, and stolen property.

- B. "Personal possessions" includes, but is not limited to, purses, backpacks, bookbags, packages, and clothing.
- C. "Reasonable suspicion" means that a school official has grounds to believe that the search will result in evidence of a violation of school district policy, rules, and/or law. Reasonable suspicion may be based on a school official's personal observation, a report from a student, parent or staff member, a student's suspicious behavior, a student's age and past history or record of conduct both in and out of the school context, or other reliable sources of information.
- D. "Reasonable scope" means that the scope and/or intrusiveness of the search is reasonably related to the objectives of the search. Factors to consider in determining what is reasonable include the seriousness of the suspected infraction, the reliability of the information, the necessity of acting without delay, the existence of exigent circumstances necessitating an immediate search and further investigation (e.g., to prevent violence, serious and immediate risk of harm or destruction of evidence), and the age of the student.

IV. PROCEDURES

- A. School officials may inspect the interiors of lockers and desks for any reason at any time, without notice, without student consent, and without a search warrant.
- B. School officials may inspect the personal possessions of a student and/or a student's person based on a reasonable suspicion that the search will uncover a violation of law or school rules. A search of personal possessions of a student and/or a student's person will be reasonable in its scope and intrusiveness.
- C. As soon as practicable after a search of personal possessions within a locker pursuant to this policy, the school officials must provide notice of the search to students whose possessions were searched unless disclosure would impede an ongoing investigation by police or school officials.
- D. Whenever feasible, a search of a person shall be conducted in private by a school official of the same sex. A second school official of the same sex shall be present as an observer during the search of a person whenever feasible.
- ~~E. A strip search is a search involving the removal of coverings or clothing from private areas. Mass strip searches, or body cavity searches, are prohibited. Strip searches will be conducted only in circumstances involving imminent danger.~~
- E. A school official conducting any other search may determine when it is appropriate to have a second official present as an observer.
- F. A copy of this policy will be printed in the student handbook or disseminated in any other way which school officials deem appropriate. The school district shall provide a copy of this policy to a student when the student is given use of a locker.

V. DIRECTIVES AND GUIDELINES

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

VI. SEIZURE OF CONTRABAND

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

VII. VIOLATIONS

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

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

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