



SAINT PETER SCHOOL BOARD
Regular Board Meeting
Monday, March 15, 2021
Virtual Meeting, Live Stream,
<https://www.stpeterschools.org/about/board-of-education>, SAINT PETER, Minnesota 56082
6:30 PM

I. Call Meeting to Order	
II. Pledge of Allegiance	
III. Consideration and Adoption of the Agenda	
IV. Consider Requests to Speak on the Agenda	
V. Approval of Consent Agenda Items	3
VI. Student Spotlight	
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a. Around the Table	
X. Upcoming Meetings of the School Board	

Finance Committee
Thursday, March 18, 2021
8:00AM
SPMS-Conference Room A/B

Instructional Program Committee
Tuesday, March 23, 2021
8:00AM
SPHS-Community Room

Negotiations Committee
Tuesday, March 23, 2021
3:00PM
SPHS-Community Room

Policy Review Committee
Thursday, April 8, 2021
3:30PM
SPHS-Community Room

XI. **Adjournment**



ADDENDUM

BOARD MEETING Monday March 15, 2021 Governor's Room 6:30PM

V. CONSENT AGENDA

1. Approval of the Regular Board Meeting Minutes of February 18, 2021.
2. Approval of the Study Session Minutes of March 1, 2021.
3. Approval of Bills (\$1,380,184.93) and wire transfers (\$2,772,528.18) for February 2021.
4. Grants & Donations
 - a. The acceptance of an anonymous \$500 monthly gift card donation to Saint Peter Middle School to support families in need through the end of the 2020-2021 school year.
5. Personnel
 - a. The approval of the hiring on a long-term science substitute teacher (Jennifer Leslie) at Saint Peter Middle School. This position is available due to a planned maternity leave.
 - b. The approval of the hiring of a supplemental special education teacher (Sara Meyer) at South Elementary for the remainder of the 20-21 school year.
 - c. The acceptance of the resignation of a special education paraprofessional (Jenny Hermel) at South Elementary effective March 12, 2021.
 - d. The acceptance of the resignation of a paraprofessional and Saints Overtime Assistance (Ticalle Andros) effective February 26, 2021.
 - e. The approval of the hiring of a Coordinator of the Office of Educational Equity (Affey Sigat) with Saint Peter Public Schools. This is a new position.

- f. The acceptance of the resignation of a night custodian (Bryon Hornick) at North Elementary effective March 11, 2021.
- g. The acceptance of the resignation of the Activities Director (Jordan Paula) at Saint Peter High School effective June 30, 2021.
- h. The acceptance of the resignation of an ELL teacher (Iliana DeRemer) at South Elementary effective at the end of the 2020-2021 school year.
- i. The approval of the hiring of a homebound instructor (Brandy Johanson Sebera) at Saint Peter Middle School. This is a replacement position.
- j. The acceptance of the resignation of a STEAM/STEM teacher (Kyle Krause) at both South Elementary & North Elementary, effective at the end of the 2020-2021 school year.

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, Ben Leonard, Jon Carlson, Vickie Hager, Tracy Stuewe & Bill Soderlund.

Members Absent: Tim Lokensgard

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

A Regular Board Meeting of the School Board of Saint Peter Public Schools was held Thursday, February 18, 2021, beginning at 6:30 PM in the Saint Peter Community Center-Governors' Room.

I. Call Meeting to Order-Leonard, 6:34PM

1. **Consideration and Adoption of the Agenda**-(Soderlund/Dixon, unanimous)
Soderlund motioned to accept the agenda with one change. He motioned to amend Action Item #1 Middle School Learning Model Transition Plan Adjustment to include the high school making it Middle & High School Learning Model Transition Plan Adjustment.

II. Consider Requests to Speak on the Agenda

III. Approval of Consent Agenda Items-(Stuewe/Dixon, unanimous)

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.
8. 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).

IV. Student Spotlight

1. Stella Bublitz, North Elementary
2. Student Council Report

V. Action Items

1. Middle & High School Learning Model Transition Plan Adjustment- (Soderlund/Carlson, unanimous) to approve the recommended transition plan and grant the superintendent the authorization to return the students earlier if possible.
2. Pay Equity Report-(Carlson/Dixon, unanimous) to approve the Pay Equity Report as presented.
3. Athletic Training Contract-(Dixon/Stuewe, unanimous) to table the approval of an Athletic Training Contract for a future regular school board meeting.
4. Real Estate Title Adjustment Resolution-(Soderlund/Hager) to approve the resolution authorizing execution of a Quit Claim Deed to the Anders J. Bjorling Revocable Trust and Accepting a Quit Claim Deed from the Anders J. Bjorling Revocable Trust AYE: Carlson, Soderlund, Dixon, Hager, Stuewe, Leonard NAY: None, resolution passed.
5. 2021-2022 School Calendar-(Stuewe/Hager, unanimous) to approve the 2021-2022 School Calendar as presented.

VI. Information Items

1. First Reading of Policies- A number of policies were included in this meeting's packet for a first reading. If anyone has feedback please let Mr. Gronseth or a policy committee member know.

VII. Reports

1. Building Principals-Principals discussed key items that have or will be occurring in their buildings:

Early Childhood

- Pre-school screening
- Virtual Early Childhood Open House to come
- The COVID vaccine has been offered to all SPPS employees

South

- ACCESS testing
- Read-a-Thon
- Online Kindergarten registration available on SPPS website
- K-Fun in '21 event hopefully in the spring
- \$50,000 anonymous donation to support students and staff at South Elementary

North

- I love to read month
- HS/4th Grade student collaborative program

Middle School

- Student council Valentine's Day cards for each student
- Theatre program working on short mystery performances
- Excited to get back to in-person learning

High School

- One Act Play went to sections
- SPHS Mock Trial is off to State for it's second year in a row
- Opportunity Day and Save Yourself Saturday will be happening

2. Superintendent of Schools

Mr. Gronseth reminded families that Distance Learning is and will continue to be an option for students wanting it. He also thanked all of the staff who create the extensive preparedness plans for each event occurring in SPPS buildings to keep students and staff safe. The COVID vaccine has been offered to all employees. Given reports of some people not feeling well after receiving second doses, this may lead to some staffing shortages when large groups of staff receive their second doses.

3. Board Members

a. Around the Table

Stuewe- Hats off to all the teachers

Hager- Being back in the Governor's Room is a good feeling, she is excited to get the kids back in school

Dixon- Happy to hear the Governor say it was time to make changes/plans. He is thankful.

Soderlund- He is thankful.

Carlson- The bills are in order

Leonard- Grateful for 3 generous donations to the district during these difficult times.

VIII. **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

IX. **Adjournment**-8:09PM (Hager/Stuewe, unanimous)

Dated: March 15, 2021

Drew Dixon, Board Clerk

THE MINUTES OF THE STUDY SESSION HAVE NOT BEEN APPROVED
Minutes of Study Session

The School Board
Saint Peter Public Schools

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

Members Absent: Vickie Hager

Others present: Bill Gronseth, Tim Regner and Sarah Janovsky

A Study Session of the School Board of Saint Peter Public Schools was held Monday, March 1, 2021, beginning at 6:30 PM in the Saint Peter Middle School-Media Center.

I. **Call to Order**-6:31PM, Leonard

II. **Consideration and Adoption of Agenda**-(Carlson/Lokensgard, unanimous)

III. **High Level Budget Discussion**

Business Manager, Tim Regner, reviewed the actuals from the FY20 audit and the 4-year budget roll-out.

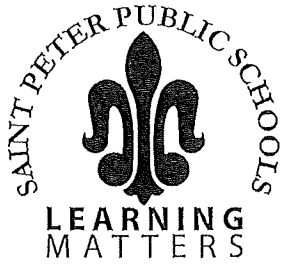
IV. **Initial Referendum Discussion**

Superintendent Gronseth discussed a variety of referendum options the school board could consider going forward. The school board was in consensus of the timeline that was presented and would like Kelly Smith from Bakertilly to present at a Study Session on April 12, 2021.

V. **Adjournment**-8:41PM (Stuewe/Dixon, unanimous)

Dated: March 15, 2021

Drew Dixon, Board Clerk



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100 Lincoln Drive, Suite 229
Saint Peter, MN 56082-1351
507-934-5703 (Office)
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www.stpeterschools.org

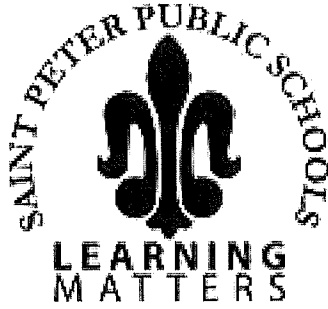
Date: March 9, 2021
To: Dr. Bill Gronseth - Superintendent
From: Bee Ong - Finance Accountant
Re: **Monthly Construction Bills, Board Bills,
Payroll & Student Activity Amounts:**

February 2021 - Construction Account	\$0.00
February 2021 - Board Bills	\$464,429.60
February 2021 - Payroll Account	\$915,248.68
February 2021 - Student Activity	\$506.65
	<hr/>
	\$1,380,184.93

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

Folder: DO Staff Share
 File: WIRE TRANSFER REPORT

		(Feb/Aug bond pymt)
MSDLAF to USBank		
MSDLAF to FNB payroll account ACH	2/12/2021	425,000.00
MSDLAF to FNB payroll account ACH	2/26/2021	460,000.00
MSDLAF-Max to FNB BO	2/16/2021	500,000.00
MSDLAF-Max to FNB BO	2/19/2021	500,000.00
MSDLAF to USB - BCBS - health/life	02/01/21	295,620.50
FNB-BO to BCBS - medicare health	01/21/21	14,353.00
Wire of federal payroll taxes	2/1/2021	147,634.60
Wire of federal payroll taxes	2/16/2021	147,118.12
Wire of federal payroll taxes	2/19/2021	370.29
Wire of federal payroll taxes	2/25/2021	314.64
Wire of state payroll taxes	2/2/2021	24,476.10
Wire of state payroll taxes	2/3/2021	348.00
Wire of state payroll taxes	2/17/2021	24,228.08
Wire of state payroll taxes	2/22/2021	42.35
PERA payments	2/1/2021	18,902.93
PERA payments	2/17/2021	19,132.00
PERA payments	2/19/2021	245.09
TRA payments	2/1/2021	79,183.93
TRA payments	2/16/2021	78,387.76
Further	2/2/2021	1,247.01
Further	2/9/2021	1,786.02
Further	2/17/2021	1,247.01
Further	2/17/2021	7,605.44
Further	2/23/2021	518.15
Further	2/24/2021	1,579.50
Horace Mann	2/4/2021	2,339.00
Horace Mann	2/25/2021	2,339.00
Ameriprise/NBSGroup Bill	2/2/2021	1,475.00
Ameriprise/NBSGroup Bill	2/16/2021	1,475.00
Pioneer - Dental direct debits	2/1/2021	2,666.52
Pioneer - Dental direct debits	2/8/2021	3,870.59
Pioneer - Dental direct debits	2/16/2021	4,582.55
Pioneer - Dental direct debits	2/22/2021	2,957.05
Pioneer - Dental direct debits	2/23/2021	1,408.00
Electronic Deposit Fees - Gateway		-
Electronic Deposit Fees - Merch Billing	2/8/2021	74.95
	Total Wires	2,772,528.18



MEMO TO: Bill Gronseth, Superintendent
School Board

FROM: Jon Graff

DATE: March 11, 2021

SUBJECT: Gifts and Donations

A donor, who chooses to remain anonymous, wishes to present the district's student support team with a donation of \$500 a month for at least the remainder of the school year. The donation will be awarded in the form of gift cards to be shared with families in need. I recommend that you accept this donation.



TO: Members of the School Board
Mr. Bill Gronseth

FROM: Jon Graff

DATE: February 22, 2021

RE: Personnel Recommendation
Long-term Middle School Science
Sub

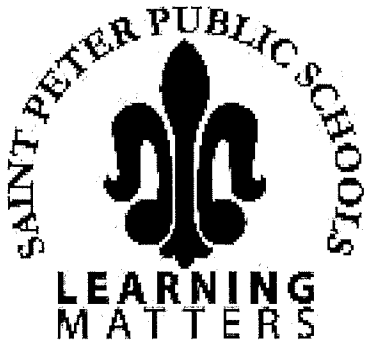
I am happy to recommend the hiring of Mrs. Jennifer Leslie for the position of full-time, long-term science substitute teacher. The position is available due to planned maternity leave for McKenzie Weis. The position is planned to begin on or near March 22, 2021 and extend until May 28, 2021.

Per 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."

EMPLOYEE SUMMARY

- **Jennifer Leslie**
 - 1.0 FTE
 - Step 1/BA+30
 - Daily Rate: \$256.40
 - Start Date: On or near March 22, 2021

cc: Jennifer Leslie



MEMO TO: Bill Gronseth, Superintendent
Saint Peter School Board

FROM: Doreen Oelke, Principal

DATE: February 25, 2021

SUBJECT: Supplemental SE Teacher

I am pleased to recommend Sara Meyer for the position of South Elementary supplemental special education teacher for the remainder of the 2020-2021 school year. This is a new position. Ms. Meyer will collaborate with other members of the South Special Education Team to help support the needs of our on site and distance learning students who receive special education services.

We are excited to welcome Ms. Meyer to our South Staff. Please feel free to contact me if you have any questions regarding this recommendation.

NEW EMPLOYEE SUMMARY

- **Sara Meyer**
 - BS+30, Step 11. The hourly rate is \$45.23 per the 2020-21 Master Agreement.
 - Timecards will be submitted.
 - Start date is February 25, 2021

cc:

Sara Meyer
Certified Hire Group



MEMO TO: Bill Gronseth, Superintendent
Saint Peter School Board

FROM: Doreen Oelke, Principal

DATE: February 28, 2021

SUBJECT: South SPED Para Resignation

I am writing to recommend that you accept the resignation of Jenny Hermel as a paraprofessional at South Elementary. Ms. Hermel's unpaid leave of absence ends on March 12, 2021. She has decided not to return after this leave is complete.

Please let me know if you have any questions.

Jenny Hermel

- Last day of employment/leave: March 12, 2021

Cc:

Para Hire Group



Sarah Janovsky <sjanovsky@stpeterschools.org>

Fwd: Resignation

1 message

Doreen Oelke <doelke@stpeterschools.org>
To: Sarah Janovsky <sjanovsky@stpeterschools.org>

Sun, Feb 28, 2021 at 8:35 PM

Here is Jenny Hermel's resignation. I will send a resignation memo too.

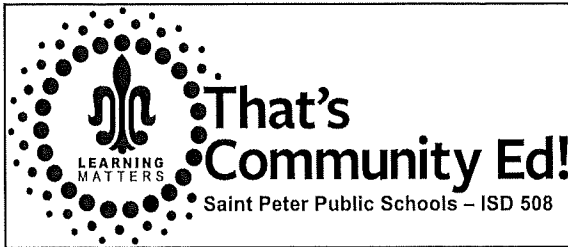
----- Forwarded message -----

From: **Jennifer Hermel** <jhermel2@stpeterschools.org>
Date: Fri, Feb 26, 2021 at 5:11 PM
Subject: Resignation
To: Doreen Oelke <doelke@stpeterschools.org>
Cc: Tara Johnson <tjohnson@stpeterschools.org>, Ytive Prafke <yprafke@stpeterschools.org>

Today I am submitting my 2 week resignation of the paraprofessional position at South Elementary. My last day will be 3/12/21.

Thanks
Jenny

--
Doreen Oelke
Principal-South Elementary School
Staff Development & Curriculum Coordinator-Saint Peter Public Schools
(507) 934-2754



MEMO TO: Bill Gronseth, Superintendent
School Board Members

FROM: Tami Skinner

DATE: March 1, 2021

SUBJECT: Saints Overtime Assistant
& Paraprofessional Resignation

I am writing to recommend that you accept the resignation of Ticalle Andros as a Saints Overtime Assistant and Paraprofessional. Her last day of employment was February 26, 2021.

Ms. Andros has done a great job of working with children and will be greatly missed. We wish her the very best in her future endeavors.

Please feel free to contact me if you have any questions regarding this resignation.

Cc: Ticalle Andros

March 1st, 2021 will be my last day serving as a Paraprofessional and a Saints Overtime Assistant. I will be moving out of state at the end of this week. It's been so wonderful to work for District 508 again.

Thank you,

Ticalle Andros



TO: School Board
FROM: Bill Gronseth
SUBJECT: Coordinator of the Office of Education Equity
DATE: March 4, 2021

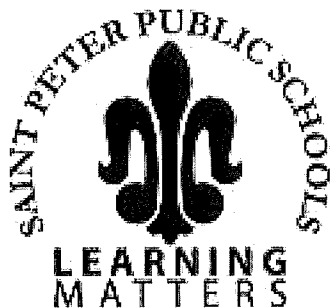
Interviews were conducted and I am pleased to report that Affey Sigat has accepted the position of Coordinator of the Office of Education Equity. Affey was chosen from a large pool of candidates and stood out as uniquely qualified for this position.

This is a new position on an individual contract.

EMPLOYEE SUMMARY

- **Affey Sigat**
- Rate of pay - \$55,000 annually
- Full-time
- Start date: March 8, 2021

CC: Affey Sigat
Grp_district_office



MEMO TO: Bill Gronseth, Superintendent
School Board

FROM: Marc Bachman

DATE: March 4, 2021

SUBJECT: Resignation

Please accept this letter of resignation from Bryon Hornick, night custodian at the North Elementary School.

The search for a replacement has begun. A job posting has been placed in Applitrack and other hiring networks.

Cc: Bryon Hornick
Drew Brodeen
Mike Keller
Darin Doherty



Marc Bachman <mbachman@stpeterschools.org>

Resignation of Employment

1 message

Bryon Hornick <bshornick@hickorytech.net>
To: Marc Bachman <mbachman@stpeterschools.org>

Fri, Feb 26, 2021 at 12:56 PM

Hi Marc,

As we discussed last evening, February 25, I'm officially submitting resignation of employment.

I appreciate the opportunity and my apologies it was not a good fit.

My last day will be Thursday, March 11.

Please let me know what else you may need.

Thank you,
Bryon Hornick

Sent from my iPhone



TO: Members of the Board of Education
Mr. Gronseth

FROM: Annette Engeldinger

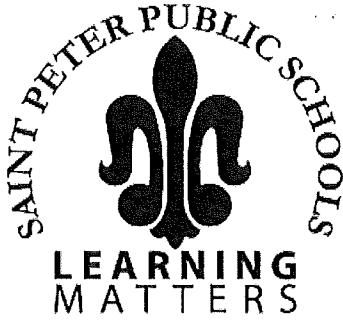
DATE: March 4, 2021

RE: Activities Director resignation

I am writing to recommend that you accept the resignation of Jordan Paula as the activities director at Saint Peter High School. Mr. Paula has accepted an assistant principal position at Brandon Valley High School in South Dakota.

We sincerely thank him for his time and dedication to the students of Saint Peter High School. Mr. Paula has been an important part of SPSHS for the past three years, and he will be greatly missed. We wish him the best of luck in his new position!

Please let me know if you have any questions.



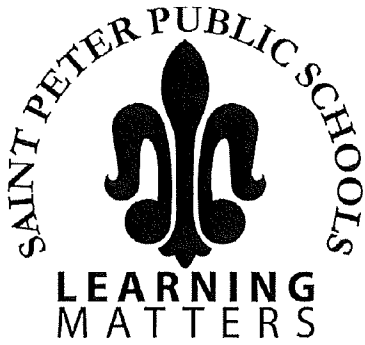
MEMO TO: Annette Engeldinger
FROM: Jordan Paula, Activities Director
DATE: 3/10/21
SUBJECT: Letter of Resignation

Ms. Engeldinger,

Please accept my letter of resignation from the position of Activities Director at Saint Peter Public Schools for the end of the 2020-2021 school year. I cannot begin to thank you enough for taking a chance and giving me the opportunity to serve in this position. The mentorship, leadership, and grace you have shown have helped me learn and grow as an educational professional. Saint Peter is a great community and school district and I know the next leader in this position will take the co-curricular department to new heights.

Thank you again for everything you've done for me over the last three years. I wish you and this school nothing but the best moving forward.

Jordan Paula



MEMO TO: Bill Gronseth, Superintendent
Saint Peter School Board

FROM: Doreen Oelke, Principal

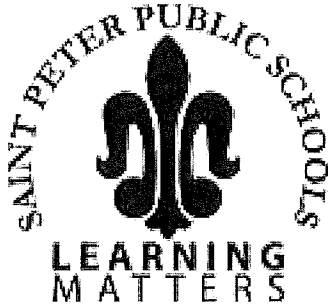
DATE: September 30, 2020

SUBJECT: DeRemer Teacher Resignation

I am writing to recommend that you accept the resignation of Iliana DeRemer as an ELL teacher at South Elementary effective at the end of the 2020-2021 school year. I would like to thank Iliana for her service and dedication to the students and staff of Saint Peter Public Schools and wish her the best on her new adventure.

Please let me know if you have any questions.

Cc: Iliana DeRemer
Teacher Hire Group



MEMO TO: Bill Gronseth, Superintendent
School Board

FROM: Jon Graff

DATE: March 10, 2021

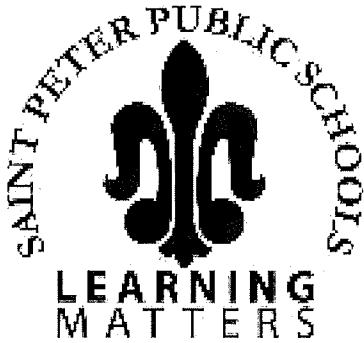
SUBJECT: Homebound Instructor Hire

Applications were received and interviews took place for a homebound instructor at Saint Peter Middle School. I am pleased to recommend Brandy Johanson Sebera for the position. This is a replacement position. Brandy will transition into service hours over the next few weeks that were previously contracted through MVED. Brandy will be compensated per Saint Peter practice of placing homebound instructors at step 1 of the teacher's education lane.

EMPLOYEE SUMMARY

- Brandy Johanson Sebera
- Rate of Pay: Step 1/MA = 33.14
- Start date: March 15 2021
- Hours will be submitted via timesheet

CC: Brandy Johanson Sebera
grp_hire_para



MEMO TO: Bill Gronseth, Superintendent
Saint Peter School Board

FROM: Doreen Oelke, Principal

DATE: March 10, 2021

SUBJECT: Krause Teacher Resignation

I am writing to recommend that you accept the resignation of Kyle Krause as a STEAM/STEM teacher at both South Elementary & North Elementary, effective at the end of the 2020-2021 school year.

I would like to thank Kyle for his service and dedication to the students and staff of both schools and wish him the best in his future endeavors.

Please let me know if you have any questions.

Cc:
Teacher Hire Group

March 10, 2021

Bill Gronseth
Superintendent
100 Lincoln Dr
Saint Peter, MN 56082

Superintendent Gronseth & School Board of Saint Peter Public Schools,

I am writing to inform you that I will be resigning from my position as K-4 STEAM/STEM teacher at the end of the 2020-2021. My last day will be May 28, 2021.

I greatly appreciate the opportunities Saint Peter Public Schools has given me, especially my first experiences teaching Kindergarten and 1st grade. I have a newfound respect and appreciation for our younger elementary teachers.

I will be relocating back to my home state of Wisconsin to be closer to family and friends. I feel like this is the right time for me to spend more time with my family considering all the events of the last year.

I wish both South and North elementary schools all the success in the future. If I can be of any assistance during this transition, I'd be happy to help.

Sincerely,
Kyle Krause

A handwritten signature in black ink that reads "Kyle Krause". The signature is written in a cursive, flowing style.



ADDENDUM

REGULAR BOARD MEETING Monday, March 15, 2021 Governor's Room 6:30PM

VII. ACTION ITEMS

1. AGENDA ITEM #1

Subject: Maintenance Agreement for Community Spirit Park

Action: Requires a Motion

Background: The school district and city entered into an agreement in 2018 for the maintenance of Community Spirit Park. The agreement identifies the scope and level of work that is provided by the city which includes mowing, trimming, grooming, striping and other general maintenance areas. Projected costs are also included in the agreement.

The school district has worked closely with city officials on the park development and maintenance and both entities have indicated an interest in extending the agreement. The only change to the agreement is making it an ongoing agreement and the inclusion of terms for termination should either party decide to discontinue the agreement.

The Facilities Committee reviewed the agreement at their meeting on March 11, 2021

Presentation: Superintendent of Schools

Options/Recommendation: We recommend approval of the agreement.

Community Spirit Park Maintenance Agreement between the City of Saint Peter and School District #508

This agreement made this ___ day of March, 2021, by and between Independent School District 508, Nicollet County, State of Minnesota (hereinafter referred to as "District") and the City of Saint Peter, County of Nicollet, State of Minnesota (hereinafter referred to as "City").

WHEREAS; City and District own contiguous real property located in the Magner Farm Subdivision, as set forth in Exhibits A and B; and

WHEREAS; the real property has been designed, developed and built for public student and public uses; and

WHEREAS; both parties have contributed funds to the development of the real property for use by the community; and

WHEREAS; the City has the equipment, labor force and expertise to maintain the School's real property; and

WHEREAS; the School wishes to purchase maintenance services from the City; and

WHEREAS; the District and City find that it is in the best interest of the community and their respective tax payers to provide for the maintenance of the real property in a cooperative fashion; and

WHEREAS; the District and City have jointly determined Joint Maintenance Standards (Standards) as set forth in Exhibit D, as required in the Shared Use Agreement for Athletic Fields on District and City Property on September 28, 2015; and

WHEREAS; the District and City have determined to apply the Standards to the fields and green space as set out in Exhibit E; and

WHEREAS; weather conditions and facility use may require modifications to the Standards from time to time.

NOW THEREFORE, in consideration of the mutual obligations, agreements and responsibilities taken on between the parties, the District and the City herewith enter into this Facility Maintenance Agreement with regard to the use, maintenance and operation of the various athletic facilities described in the attached Exhibit A and attached Exhibit B, made part hereof by reference.

1. CITY OBLIGATIONS: The City shall provide the following list of maintenance and services to the property described in Exhibits A and B:

- A. Mowing
- B. Grooming
- C. Weed Whipping
- D. Stripping/Layout/Lining of Athletic Fields
- E. Aeration of soils
- F. Top Dressing for soils
- G. Over seeding of grass

- H. Fertilizing of grass and other plants
- I. Weed Control
- J. Garbage and recycling Collection/Disposal

The maintenance and services will be done in compliance with the Standards as set forth in attached exhibit D. The Standards shall be applied to the fields, green space and parkland as identified in attached exhibit E.

2. **PAYMENT:** During the term of this Agreement, the City shall maintain time records for the maintenance and services it provides consistent with the Standards. The City shall invoice the District for the District's share of the rendered maintenance and services, according to the Rates and Shared Costs as set forth in Exhibit C, on a schedule as agreed to by the parties on a year by year basis. The District agrees and guarantees that it will pay the invoiced costs within thirty (30) days of receipt of the invoice.
3. **SCHEDULE MODIFICATIONS:** The District, through its Buildings and Grounds Supervisor, will communicate needs or concerns about service to the City Director of Public Works. The District Buildings and Grounds Supervisor and City Director of Public Works will meet on a regular basis to discuss needs, maintenance levels and special circumstances including weather, field schedules, unexpected maintenance issues related to the recent construction of the facilities and warranty issues.
4. **LIABILITY:** Neither party shall be responsible for injuries or death of the other party's personnel. Each party will maintain worker's compensation coverage to the extent required by law on its personnel who perform work pursuant to this Agreement. The City and the District shall maintain their own comprehensive liability insurance policy or program in at least the amounts specified as to the extent of liability under Minn. Stat. §§ 466.04. Each party shall furnish the other party a certificate of insurance documenting the required coverage.
5. **INDEMNIFICATION:** Each party agrees to defend, indemnify, and hold the other party, its officers, agents, contractors and employees harmless from any and all liability (statutory or otherwise), claims, suits, damages, judgments, costs or expenses, including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof, resulting directly or indirectly from or caused by any negligent act and/or omission of its officers, agents, contractors or employees in the performance of this Agreement. The Section 5 is not, as to third parties, a waiver of any defense or immunity otherwise available to the City and District in defending any action on behalf of the City or District shall be entitled to assert in any action every defense or immunity that the City or District could assert on its own behalf.
6. **TERMINATION:** This agreement will be in place from year to year starting on January 1st and continue in perpetuity unless either party provides written notice to the other of its' intent to cancel prior to July 30th of the year preceding the calendar year in which services are to be provided.
7. **AGREEMENT MODIFICATION:** This agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by written notice signed by the parties.

INDEPENDENT SCHOOL DISTRICT NO. 508
100 Lincoln Drive, St. Peter, MN 56082

By: _____

Date: _____

By: _____
William Gronseth
Superintendent

Date: _____

CITY OF SAINT PETER
227 S. Front Street, St. Peter, MN 56082

By: _____
Charles Zieman
Mayor

Date: _____

By: _____
Todd Prafke
City Administrator

Date: _____

ATTACHMENTS

EXHIBIT A

CITY LEGAL DESCRIPTION

EXHIBIT B

DISTRICT LEGAL DESCRIPTION

EXHIBIT C

RATES AND SHARED COSTS

EXHIBIT D

STANDARDS

EXHIBIT E

MAP AND FIELD AND GREEN SPACE IDENTIFIED

Areas of service subject to this agreement are identified by outline in the corresponding colors
in Exhibits C and Exhibit D

EXHIBIT A

CITY LEGAL DESCRIPTION

Block 1, Lot 1, Magner Farm Subdivision

EXHIBIT B

DISTRICT LEGAL DESCRIPTION

Block 1, Lot 2, Magner Farm Subdivision

EXHIBIT C
RATES AND SHARED COSTS

Estimated 2021		
Task	2021 Total Estimated Hours	2021 Estimated Cost
Mowing	375	\$31,875
Grooming	75	\$4,875
Weed Whipping	40	\$2,000
Stripping/Layout/Lining	150	\$9,750
Aeration	50	\$3,250
Top Dressing	30	\$2,640
Over seeding/starter fertilizer	20	\$5,428
Fertilizer	37	\$10,378
Weed Control	32	\$4,131
General Labor/Maintenance	20	\$1,000
Total		\$75,327.60
<i>Split 50/50</i>		
School		\$37,664
City		\$37,664

1.1.2021

Estimated City / School Cost Share

	City Cost	School Cost		Hours
Great 8 Fields	\$12,357.50	\$12,357.50	\$24,715.00	239
Baseball Fields	\$7,845.00	\$7,845.00	\$15,690.00	191
Softball Fields	\$7,845.00	\$7,845.00	\$15,690.00	191
Green Space	\$5,480.00	\$5,480.00	\$10,960.00	116
Totals	\$33,527.50	\$33,527.50	\$67,055.00	737

EXHIBIT D STANDARDS

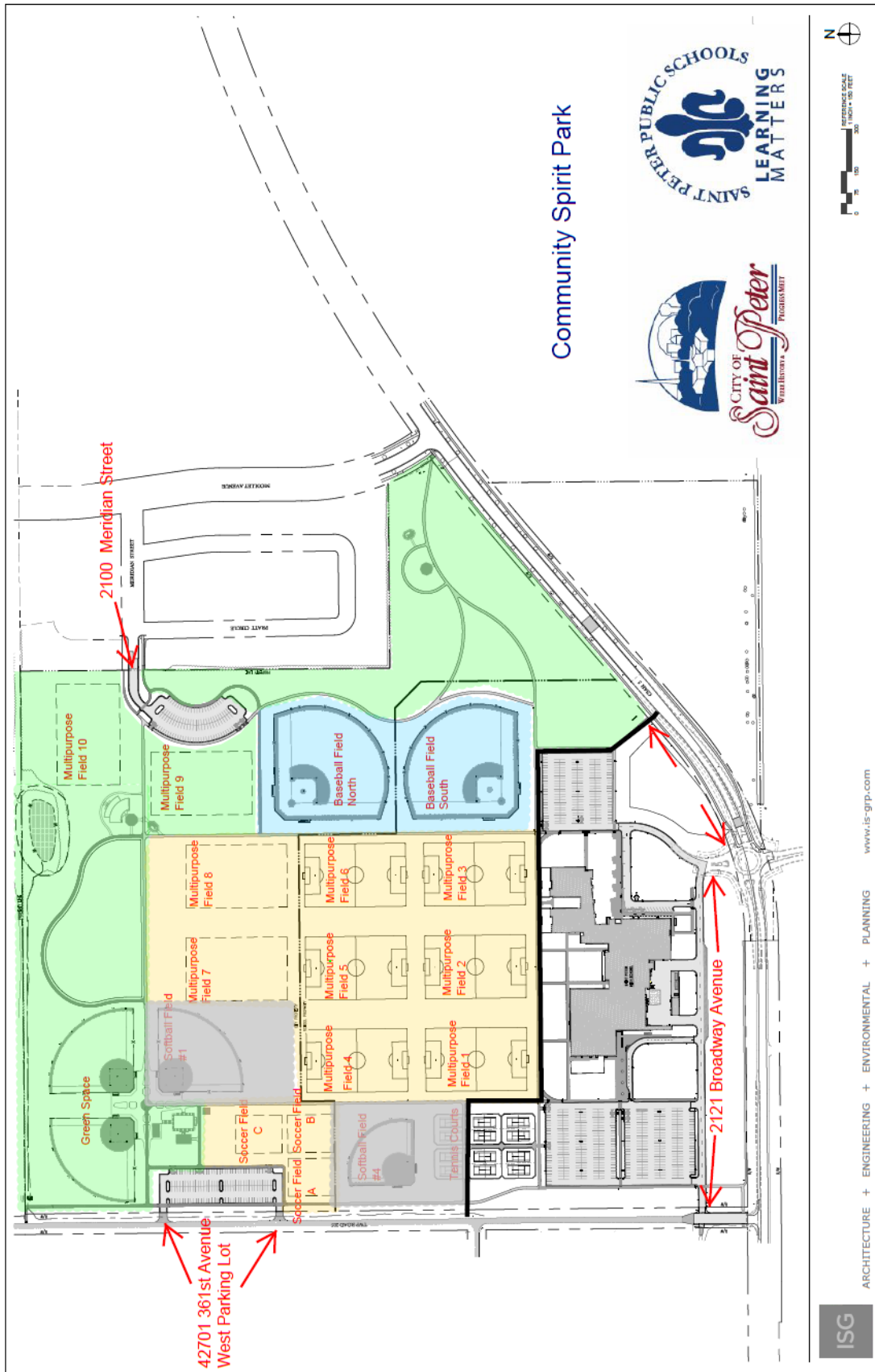
Operation	Level of Service						
	SB Field #4	SB Field #1	BB Field South	BB Field North	Multi-Purpose Fields	Green Space *marked pink*	Parkland *marked pink*
Length of Grass (Infield)	0" IF	0" IF	2" IF	2" IF			
Length of Grass	3" OF	3" OF	2.5" OF	2.5" OF	3"	4"	4"
Mowing	2	2	2	2	2	3	3
Irrigation	2	2	2	2	2	3	3
Fertilizing	1	1	1	1	1	1	1
Top Dressing	1+	1+	1+	1+	1+	1+	1+
Over Seeding	1	1	1	1	1	1	3
Aerating	2	2	2	2	2	2	2

KEY:	Level of Service		
	1	2	3
Mowing	6 - 8 times a month	4 times a month	1-3 times a month
Irrigation	2" per week	1.5" per week	< 1" per week
Fertilizing	3 times a year	2 times a year	1 time a year
Top Dressing	3 acres	2 acres	1 acre
Over Seeding	2 times a year	1 time a year	< 1 time a year
Aerating	2 times a year	1 time a year	< 1 time a year

05/08/2018

EXHIBIT E

MAP AND
FIELD AND GREEN
SPACE IDENTIFIED





ADDENDUM

REGULAR BOARD MEETING Monday, March 15, 2021 Governor's Room 6:30PM

VII. ACTION ITEMS

2. AGENDA ITEM #2

Subject: Athletic Trainer Contract

Action: Requires a Motion

Background: Due to changes in requirements the district needed to find a new source of athletic training services. Proposals were accepted and it was determined that MAYO would be the best fit for our needs. This partnership would benefit the district beyond traditional athletic training services. The Co-curricular Committee reviewed the proposal, it was discussed at last month's Regular School Board Meeting and was held over until we had a written contract. The contract is included for School Board review.

Presentation: Superintendent Gronseth, Jordan Paula

Options/Recommendation: We recommend approval of the contract.

ATHLETIC TRAINER SERVICES AGREEMENT

This **Athletic Trainer Services Agreement** (“**Agreement**”) is made effective the 1st day of August 2021 (“**Effective Date**”) between **Mayo Clinic Health System—Southwest Minnesota Region** with a principal place of business at 1025 Marsh St., Mankato, MN 56001 (“**Mayo**”) and **Saint Peter High School** located at 2121 Broadway Avenue, St. Peter, MN 56082 (“**Sponsoring Organization**”).

WHEREAS, Mayo is a nonprofit corporation organized under the laws of the State of Minnesota whose purposes includes providing athletic trainer services and related health care services to patients.

WHEREAS, Sponsoring Organization is a public school in need of athletic training services.

WHEREAS, Sponsoring Organization desires to purchase the services of licensed athletic trainers from Mayo and Mayo is willing to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Term.** The term of this Agreement shall begin on the Effective Date and shall continue until July 31, 2026 (“**Term**”), unless terminated earlier in accordance with the terms of this Agreement.
2. **Mayo Responsibilities.** As requested by Sponsoring Organization, Mayo shall provide the services of its employed licensed athletic trainer(s) to perform services for Sponsoring Organization. Services shall be performed within the scope of practice for licensed athletic trainers and under the direction of the Mayo Sports Medicine Medical Directors or other Sports Medicine Department physicians. Athletic trainers will refer care as medically appropriate to physicians or specialists at Mayo or to a provider of the patient’s choosing. Mayo shall provide Personal Protective Equipment for its staff.
 - a. **Services.** Mayo shall provide the following services:
 - i. evaluation and initial treatment of minor urgent injuries to athletes and advice on appropriate follow-up care of injuries to athletes;
 - ii. emergent injury evaluation and management; and
 - iii. continued management of injuries including treatment and rehabilitation within the school setting.
 - b. **Education.** Mayo shall provide additional education in-services for the coaches and/or parents upon request at no additional charge.
 - c. **Events (Date, Time, Location).** Mayo shall provide services of its athletic trainer at the events and in accordance with the schedule described in Attachment A to this Agreement.
 - i. **Additional Events.** Upon mutual agreement of the parties, Mayo may agree to cover additional events for an additional fee (described in Section 3 below).
 - d. **Substitution.** Sponsoring Organization acknowledges and agrees that Mayo shall have the ability and right to substitute athletic trainers as needed based on availability from Mayo.
 - e. **Records.** Mayo’s athletic trainer will maintain appropriate records of injuries.

3. **Sponsoring Organization Responsibilities.**

- a. **Supplies and Space.** Sponsoring Organization will provide all disposable supplies needed by Mayo’s athletic trainer and appropriate space in which to conduct services.
- b. **Consents.** Sponsoring Organization will obtain parental consent permitting Mayo’s athletic trainer to treat the minor student. Sponsoring Organization will cooperate with Mayo to obtain a HIPAA compliant authorization permitting Mayo to release information to Sponsoring Organization to the extent necessary to provide services under this Agreement.
- c. **Acknowledgment.** In addition to the compensation listed below, Sponsoring Organization will acknowledge in promotional and game materials that services are provided by Mayo Clinic Sports Medicine, including school web-site listing of Mayo’s athletic trainer.
- d. **Compensation/Payment.** As compensation for the services furnished by Mayo, Sponsoring Organization shall pay Mayo a flat fee in accordance with the following schedule:

Yr. 1 (2021-2022)	Yr.2 (2022-2023)	Yr. 3 (2023-2024)	Yr. 4 (2024-2025)	Yr. 5 (2025-2026)
\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00

Mayo shall invoice Sponsoring Organization on an annual basis. All payments shall be due to Mayo within thirty days’ of receipt of an invoice. The parties agree that the compensation is consistent with fair market value in an arm’s-length transaction and was not determined in a manner that takes into account the volume or value of referrals or business otherwise generated between the parties. Compensation shall be reviewed annually and adjusted to reflect fair market value as needed.

- e. **Additional Fee.** If Sponsoring Organization requests and Mayo agrees to cover additional events not listed in Attachment A to this Agreement, Sponsoring Organization shall pay Mayo an additional fee of \$30.00 per hour per athletic trainer for such services.
4. **Insurance.** Mayo agrees to maintain appropriate professional liability and general liability insurance or self-insurance with limits no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate to cover any liability of Mayo and its athletic trainers arising out of services performed under this Agreement. Sponsoring Organization agrees to maintain adequate professional liability and general liability insurance with limits no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate to cover its liability.
5. **Taxes.** If applicable, Sponsoring Organization shall pay or reimburse Mayo for all applicable sales, use, transfer, privilege, excise, and all other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the performance by Mayo under this Agreement; excluding, however, income taxes on profits which may be levied against Mayo.
6. **Inducement of Referrals.** It is not the purpose of this Agreement or the intent of the parties to induce or encourage the referral of patients, and there is no requirement under this Agreement or under any other Agreement between the parties that Sponsoring Organization or its staff refer patients to Mayo for products or services. No payment made under this Agreement is made in return for the referral of patients, or is made in return for the purchasing, leasing, or ordering of any products or services.

7. **Use of Name.** Except as specifically permitted in Section 3(c) above, Sponsoring Organization shall not use the names or trademarks of Mayo or of any of Mayo's affiliated entities in any advertising, publicity, endorsement, or promotion unless Mayo has provided prior written consent for the particular use contemplated. All requests for approval pursuant to this Section must be submitted to the Mayo Clinic Public Affairs Business Relations Group, at the following e-mail address: BusinessRelations@mayo.edu at least ten (10) business days prior to the date on which a response is needed. The terms of this Section survive the termination, expiration, non-renewal, or rescission of this Agreement.
8. **Termination.** Either party may terminate this Agreement upon thirty (30) days written notice to the other party.
9. **Amendment.** Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by all parties hereto, and attached to this Agreement.
10. **Governing Law.** This Agreement and the rights of the parties hereunder shall be interpreted in accordance with and governed by the laws of the State of Minnesota without giving effect to the choice of law rules thereof.
11. **Entire Agreement.** This Agreement and any incorporated attachments or exhibits shall contain all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.
12. **Independent Contractor.** It is mutually understood and agreed that the relationship between the parties is that of independent contractors. Neither party is the agent, employee, or servant of the other. Except as specifically set forth herein, neither party shall have nor exercise any control or direction over the methods by which the other party performs work or obligations under this Agreement. Further, nothing in this Agreement is intended to create any partnership, joint venture, lease, or equity relationship, expressly or by implication, between the parties.
13. **No Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party; provided, that Mayo may assign this Agreement without the prior written consent of the other party to any Mayo affiliate or other entity that controls, is controlled by or is under common control with Mayo. Any purported assignment in violation of this clause is void. Such written consent, if given, shall not in any manner relieve the assignor from liability for the performance of this Agreement by its assignee.
14. **Third Party Beneficiaries.** Except as otherwise expressly stated herein, there shall be no third-party beneficiaries of this Agreement. This Agreement is intended only to benefit the parties hereto, and they have no intention of creating any rights, interests, or benefits for any other parties whatsoever, including any employees of Mayo or employees of Sponsoring Organization.
15. **Notices.** All notices required under this Agreement shall be in writing and shall be deemed to have been duly given if sent via certified mail, first class mail-postage prepaid, hand delivery or overnight courier, and properly addressed to the party at the party's last known address or any other address that any party may designate by written notice to the other. Mailed notices shall be deemed to have been given at the time posted plus three business days.
16. **Force Majeure.** Neither party shall be liable or be deemed in default of this Agreement for any delay or failure to perform caused by acts of God, war, disasters, strikes, pandemic or any similar cause beyond the control of either party.
17. **Counterparts.** This Agreement may be executed in any number of counterparts which, when taken

together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

**MAYO CLINIC HEALTH SYSTEM—
SOUTHWEST MINNESOTA REGION**

SAINT PETER HIGH SCHOOL

By: _____

Name _____

Title _____

Date _____

By: _____

Name _____

Title _____

Date _____

Attachment A

Event Athletic Trainer Coverage:

1. Mayo Clinic will provide athletic training Services at the school daily (Monday-Friday) for up to three hours in addition to coverage of fall, winter, and spring sports during the school year. Mayo's athletic trainer will be flexible and will try to accommodate the school coverage time as the Sponsoring Organization's Athletic Director requests, within reason.
2. Mayo will work to keep event coverage gender fair, however, the parties acknowledge and agree that higher injury risk sports will be covered before lower injury sports.

Fall Sports:

- Home and Away Varsity Football
- Home JV and 9th grade football.
- Home Varsity Volleyball
- Home Varsity and Junior Varsity Boys and Girls Soccer
- Home Cross Country

Winter Sports:

- Home JV and Varsity Wrestling Meets
- Home JV and Varsity Girls and Boys Basketball
- Home JV and Varsity Boys and Girls Hockey
- Home JV and Varsity Gymnastics

Spring Sports:

- Home JV and Varsity Track and Field
- Home JV and Varsity Baseball
- Home JV and Varsity Softball

Other events covered:

- All Home annually held Junior Varsity/Varsity School Tournaments
- All High Seed Section Tournament Events for all sports covered in the Agreement that are hosted by the Sponsoring Organization including football, volleyball, basketball, wrestling, and track and field.

Not Included:

- Hosted conference tournaments
- Hosted Section tournament games that Sponsoring Organization is not participating
- If there are two home events that Sponsoring Organization wants covered at same time, the additional athletic trainer will be an extra hourly charge at the rate described in this Agreement.



ADDENDUM

REGULAR BOARD MEETING Monday, March 15, 2021 Governor's Room 6:30PM

VII. ACTION ITEMS

3. AGENDA ITEM #3

Subject: Second Reading of Revisions to the Policy Manual

Action: Requires a Motion

Background: There have been no questions or changes since the first reading. Upon approval they would be accepted and implemented.

Policy 412 Expense Reimbursement
(Deletion of 004.91)

Policy 413 Harassment & Violence
(Deletion of 005.4)

Policy 417 Chemical Use & Abuse
(Deletion of 008.43)

Policy 418 Drug-Free Workplace/ Drug-Free School
(Deletion of 005.52)

Policy 419 Tobacco-Free Environment
(Deletion of 008.41)

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

Policy 501 School Weapons Policy
(Deletion of 007.24 & 008.42)

Policy 502 Search of Student Lockers, Desks, Personal Possessions, and Student's Person
(Deletion of 007.42)

Presentation: Policy Committee
Superintendent of Schools

Options/Recommendation: We recommend these policy changes be adopted.

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**

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 Kelly Jensen 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)



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)



District Office · 100 Lincoln Drive Ste 229 · Saint Peter MN 56082-1351 (Office) · 507-934-5703 · www.stpeterschools.org

— 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. 508 Saint Peter, Minnesota.

Dated: _____

Signature of Employee/Applicant

Typed or Printed Name

Saint Peter
High School

Saint Peter Middle School
& Early Childhood Center

South Elementary
7² School

North Elementary
School

Saint Peter Community
& Family Education

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 501

Orig. 1995

Revised: _____

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)



ADDENDUM

REGULAR BOARD MEETING Monday, March 15, 2021 Governor's Room 6:30PM

VII. ACTION ITEMS

4. AGENDA ITEM #4

Subject: 2021-2022 School Calendar

Action: Requires a Motion

Background: The 2021-22 school year calendar was presented and approved during the February School Board meeting. The calendar was short one contract day. After discussions with Principals and teacher leaders, August 27, 2021 has been added as an additional teacher workshop day. Two additional days of duty will also be determined for high school staff to make up for differences between teachers at the elementary and middle school levels and those at the high school level.

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
23-27	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 Monday, March 15, 2021 Governor's Room 6:30PM

VII. ACTION ITEMS

5. AGENDA ITEM #5

Subject: Community Spirit Park Bids

Action: Requires a Motion

Background: We have a strong partnership with the city to continue to develop Community Spirit Park. Both organizations have agreed to invest in this development on an ongoing basis over time. This year's project were carried over from discussions held last year. It was decided at that time to delay the project until this Spring. Both the City of Saint Peter and the School District are planning to build restroom facilities on the property. The School District has chosen to expand the design of the building to include a concessions area and a small amount of storage space. The plans were bid as one project in an effort to bring down over-all costs. The Facilities Committee of the School Board met to go over the bids. A motion was made to bring the bids to the whole School Board for further discussion

Presentation: Facilities Committee, Superintendent Gronseth, Tim Regner, Jordan Paula, Marc Bachman

Options/Recommendation: We recommend approving the project bid.

Community Spirit Park Concessions/Restroom Buildings (#7531649)																						
Owner: City of Saint Peter and Saint Peter Public Schools																						
Solicitor: Oleson + Hobbie Architects, LLC																						
02/18/2021 02:00 PM CST																						
		Engineer Estimate		SALONEK CONSTRUCTION, IN		Ankeny Builders, Inc.		Project One Construction, Inc.		Brennan Construction		APX Construction Group		Integral Contracting		WILCON CONSTRUCTION SERVICES LLC						
Section Title	Line Item	Item Code	Item Descr	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension			
Base Bid - Building A							\$200,000.00	\$200,000.00	\$288,170.00	\$288,170.00	\$298,000.00	\$298,000.00	\$314,349.00	\$314,349.00	\$302,500.00	\$302,500.00	\$319,099.00	\$319,099.00	\$279,400.00	\$279,400.00	\$364,000.00	\$364,000.00
	1	1	Cost for Bu	Lump Sum	1	\$200,000.00	\$200,000.00	\$288,170.00	\$288,170.00	\$298,000.00	\$298,000.00	\$314,349.00	\$314,349.00	\$302,500.00	\$302,500.00	\$319,099.00	\$319,099.00	\$279,400.00	\$279,400.00	\$364,000.00	\$364,000.00	
Base Bid - Building B							\$200,000.00	\$200,000.00	\$162,720.00	\$162,720.00	\$169,000.00	\$169,000.00	\$165,592.00	\$165,592.00	\$178,000.00	\$178,000.00	\$167,700.00	\$167,700.00	\$210,184.00	\$210,184.00	\$204,400.00	\$204,400.00
	2	1	Cost for Bu	Lump Sum	1	\$200,000.00	\$200,000.00	\$162,720.00	\$162,720.00	\$169,000.00	\$169,000.00	\$165,592.00	\$165,592.00	\$178,000.00	\$178,000.00	\$167,700.00	\$167,700.00	\$210,184.00	\$210,184.00	\$204,400.00	\$204,400.00	
Alternate #1 - Aluminum Doors and Frames							\$10,000.00	\$10,000.00	\$9,500.00	\$9,500.00	\$3,225.00	\$3,225.00	\$8,940.00	\$8,940.00	\$9,000.00	\$9,000.00	\$7,500.00	\$7,500.00	\$7,630.00	\$7,630.00	\$2,332.00	\$2,332.00
	3	1	Change Ho	Lump Sum	1	\$10,000.00	\$10,000.00	\$9,500.00	\$9,500.00	\$3,225.00	\$3,225.00	\$8,940.00	\$8,940.00	\$9,000.00	\$9,000.00	\$7,500.00	\$7,500.00	\$7,630.00	\$7,630.00	\$2,332.00	\$2,332.00	
Alternate #2 - Electrical Service							\$10,000.00	\$10,000.00	\$4,500.00	\$4,500.00	\$3,630.00	\$3,630.00	\$5,498.00	\$5,498.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$3,600.00	\$3,600.00	\$4,235.00	\$4,235.00
	4	1	Upgrade el	Lump Sum	1	\$10,000.00	\$10,000.00	\$4,500.00	\$4,500.00	\$3,630.00	\$3,630.00	\$5,498.00	\$5,498.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$3,600.00	\$3,600.00	\$4,235.00	\$4,235.00	
Base Bid Total:							\$400,000.00	\$400,000.00	\$450,890.00	\$450,890.00	\$467,000.00	\$467,000.00	\$479,941.00	\$479,941.00	\$480,500.00	\$480,500.00	\$486,799.00	\$486,799.00	\$489,584.00	\$489,584.00	\$568,400.00	\$568,400.00

Community Spirit Park Concessions/Restroom Buildings (#7531649)

Owner: City of Saint Peter and Saint Peter Public Schools

Solicitor: Oleson + Hobbie Architects, LLC

02/18/2021 02:00 PM CST

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Engineer Estimate Unit Price	Extension	SALONEK Unit Price
Base Bid - Building A							#####	
	1		1 Cost for Bu	Lump Sum	1	#####	#####	#####
Base Bid - Building B							#####	
	2		1 Cost for Bu	Lump Sum	1	#####	#####	#####
Alternate #1 - Aluminum Doors and Frames							#####	
	3		1 Change Ho	Lump Sum	1	#####	#####	\$9,500.00
Alternate #2 - Electrical Service							#####	
	4		1 Upgrade el	Lump Sum	1	#####	#####	\$4,500.00
Base Bid Total:							#####	

CONSTRU	Ankeny Builders, Inc.	Project One Constructi	Brennan Construction	APX Construction Groi				
Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
#####		#####		#####		#####		#####
#####	#####	#####	#####	#####	#####	#####	#####	#####
#####		#####		#####		#####		#####
#####	#####	#####	#####	#####	#####	#####	#####	#####
\$9,500.00		\$3,225.00		\$8,940.00		\$9,000.00		\$7,500.00
\$9,500.00	\$3,225.00	\$3,225.00	\$8,940.00	\$8,940.00	\$9,000.00	\$9,000.00	\$7,500.00	\$7,500.00
\$4,500.00		\$3,630.00		\$5,498.00		\$5,000.00		\$6,000.00
\$4,500.00	\$3,630.00	\$3,630.00	\$5,498.00	\$5,498.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00
#####		#####		#####		#####		#####



ADDENDUM

REGULAR BOARD MEETING Monday, March 15, 2021 Governor's Room 6:30PM

VIII. INFORMATION ITEMS

1. AGENDA ITEM #1

Subject: First Reading of Revisions to the Policy Manual

Background:

Policy 515 Protection and Privacy of Pupil Records

Several changes were made to the model policy. The policy reflects these changes that were made:

III D. Remove: address, telephone listing, electronic mail address, photograph, date and place of birth, major field of study, enrollment status

Remove: "It also includes the name, address, and telephone number of the student's parent(s).

III L. Add: Superintendent, Principal, or district level administrative staff.

III. N. I do not recommend adding Police Liaison to this section.

VI. B. 3. Strike "[insert the following.....by Students]" [It is referring to Policy 007.17 so the statement following the bracket should remain.]

XI.C. Strike "[designate title of individual, i.e., building principal]" and replace with "Building Principal" and strike "by [date] each year" and replace with "at the beginning of each school year"

XII.B Strike notation

XIII.D. Strike "attached to and become a part of this policy" and replace with "available upon request" [I don't think it would be advisable to share exactly where our records are stored]

XIII.E.3. Strike notation

XVI.B. Strike "[designate title and actual name of individual]" and replace with "Administrative Assistant to the Superintendent, Sarah Janovsky".

Juvenile Justice System Request for Information

Strike notation on the top

Add Saint Peter Schools to the top

Strike notation at the end

Deletion of 007.81

Policy 520 Student Surveys

The policy reflects these changes that were made:

Strike notation at the beginning

Deletion of 007.82

Presentation: Superintendent of Schools

Adopted: _____

MSBA/MASA Model Policy 515

Orig. 1995

Revised: _____

Rev. 2013

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

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

I. PURPOSE

The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 U.S.C. § 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)) 34 C.F.R. Part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and Minn. Rules Parts 1205.0100-1205.2000.

III. DEFINITIONS

A. Authorized Representative

“Authorized representative” means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

B. Biometric Record

“Biometric record,” as referred to in “Personally Identifiable,” means a record of one or more measurable biological or behavioral characteristics that can be used for authorized recognition of an individual (e.g., fingerprints, retina and iris patterns, voice prints, DNA sequence, facial characteristics, and handwriting).

C. Dates of Attendance

“Dates of attendance,” as referred to in “Directory Information,” means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, satellite, internet or other electronic communication technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student’s attendance at a school or schools in the school district.

D. Directory Information

“Directory information” means information contained in an education record of a student which would not generally be considered harmful or an invasion of privacy if disclosed. It includes, but is not limited to: the student’s name, ~~address, telephone listing, electronic mail address, photograph, date and place of birth, major field of study,~~ dates of attendance, grade level, ~~enrollment status (i.e., full-time or part-time),~~ participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received, and the most recent educational agency or institution attended. ~~It also includes the name, address, and telephone number of the student’s parent(s).~~ Directory information does not include:

1. a student’s social security number;
2. a student’s identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student’s identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;
3. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student’s identity, such as a PIN, password, or other factor known or possessed only by the student;
4. personally identifiable data which references religion, race, color, social position, or nationality; or
5. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student’s parent or guardian.

[Note: This definition includes all of the types of information specifically referenced by state and federal law as directory information. A school district may choose not to designate some or all of the enumerated information as directory information. A school district also may add to the list of directory information, as long as the added data is not information that generally would be deemed as an invasion of privacy or information that references the student’s religion, race, color, social position, or nationality. Federal law now allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. The identity of those parties and/or purposes should be identified. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. Designation of directory information is an important policy decision for the local school board which must balance not only the privacy interests of the student against public disclosure but also the additional administrative requirements such restrictions on disclosures will place on the school district.]

E. Education Records

1. What constitutes "education records." Education records means those records which: (1) are directly related to a student; and (2) are maintained by the school district or by a party acting for the school district.
2. What does not constitute an education record. The term, "education records," does not include:
 - a. Records of instructional personnel which:
 - (1) are in the sole possession of the maker of the record; and
 - (2) are not accessible or revealed to any other individual except a substitute teacher; and
 - (3) are destroyed at the end of the school year.
 - b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:
 - (1) maintained separately from education records;
 - (2) maintained solely for law enforcement purposes; and
 - (3) disclosed only to law enforcement officials of the same jurisdiction.
 - c. Records relating to an individual, including a student, who is employed by the school district which:
 - (1) are made and maintained in the normal course of business;
 - (2) relate exclusively to the individual in that individual's capacity as an employee; and
 - (3) are not available for use for any other purpose.

However, these provisions shall not apply to records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student.
 - d. Records relating to an eligible student, or a student attending an institution of post-secondary education, which are:
 - (1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;
 - (2) made, maintained, or used only in connection with the provision of treatment to the student; and

(3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

e. Records that only contain information about an individual after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

F. Eligible Student

"Eligible student" means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

G. Juvenile Justice System

"Juvenile justice system" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

H. Legitimate Educational Interest

"Legitimate educational interest" includes interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to:

1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;
2. Perform a supervisory or instructional task directly related to the student's education; or
3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid.
4. Perform a task directly related to responding to a request for data.

I. Parent

"Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

J. Personally Identifiable

"Personally identifiable" means that the data or information includes, but is not limited to: (a) a student's name; (b) the name of the student's parent or other family member; (c) the address of the student or student's family; (d) a personal identifier such as the student's social security number or student number or biometric record; (e) other direct identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) other information that, alone or in combination, is linked or

linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

K. Record

"Record" means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

L. Responsible Authority

"Responsible authority" means **Superintendent, Principal or district level administrative staff.**

M. Student

"Student" includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. Student also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.

N. School Official

"School official" includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

[Note: School districts may wish to reference police liaison officers in the definition of a "school official." Depending on the circumstances of the relationship, this may be added in subpart (d) of the definition or in a new subpart (e). Caution should be used to ensure that police liaison officers are considered "school officials" only when performing duties as a police liaison officer. Consultation with the school district's legal counsel is recommended.]

O. Summary Data

"Summary data" means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.

P. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

IV. GENERAL CLASSIFICATION

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;
2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;
4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;
6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the location set forth in Section XXI. of this policy.

B. Eligible Students

All rights and protections given parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 C.F.R. § 99.31(a).

C. Disabled Students

The school district shall follow 34 C.F.R. §§ 300.610-300.617 with regard to the confidentiality of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
 - a. a specification of the records to be disclosed;
 - b. the purpose or purposes of the disclosure;
 - c. the party or class of parties to whom the disclosure may be made;
 - d. the consequences of giving informed consent; and
 - e. if appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:
 - a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
 - b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.
4. A signed and dated written consent may include a record and signature in electronic form that:
 - a. identifies and authenticates a particular person as the source of the electronic consent; and
 - b. indicates such person's approval of the information contained in the electronic consent.
5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
 - a. in plain language;
 - b. dated;
 - c. specific in designating the particular persons or agencies the data

subject is authorizing to disclose information about the data subject;

- d. specific as to the nature of the information the subject is authorizing to be disclosed;
- e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
- f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
- g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minn. Stat. Ch. 256B or Minnesota Care under Minn. Stat. Ch. 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Section V. of this policy.

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;
2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:
 - a. performs an institutional service or function for which the school district would otherwise use employees;
 - b. is under the direct control of the school district with respect to the use and maintenance of education records; and
 - c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made.
3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already

enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act ~~[insert the following if the school district has a policy regarding Staff Notification of Violent Behavior by Students]~~ and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minn. Stat. § 260B.171, unless the data are required to be destroyed under Minn. Stat. § 120A.22, Subd. 7(c) or § 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records which have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;

4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;
5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
 - a. determine eligibility for the aid;
 - b. determine the amount of the aid;
 - c. determine conditions for the aid; or
 - d. enforce the terms and conditions of the aid.

"Financial aid" for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance at an educational agency or institution;

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
 - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or
 - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a

student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers.

7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;
8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 U.S.C. § 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 U.S.C. § 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as plaintiff. Also, if a parent or eligible student initiates a legal action against the school

district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;

11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;
12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the school district has designated as "directory information" pursuant to Section VII. of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;
15. To the parent of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
 - a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if

any; and any parents' names, home addresses, and telephone numbers;

- b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file;

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minn. Stat. § 260B.171, Subd. 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individual need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;
20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minn. Stat. § 260B.171, Subd. 5. The principal must place the information in the student's

education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action; or

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements.
22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 U.S.C. § 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;
2. Pursuant to a statute specifically authorizing access to the private data; or
3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

VII. RELEASE OF DIRECTORY INFORMATION

A. Classification

Directory information is public except as provided herein.

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein. Prior to such disclosure the school district shall:

1. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:
 - a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
 - b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and
 - c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent

designated as directory information.

[Note: Federal law now allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. If the school district chooses to impose these limitations, it is advisable to add a new paragraph VII.C.1.d. which specifies that disclosures of directory information will be limited to specific parties and/or for specific purposes and identify those parties and/or purposes. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. This is an important policy decision for the local school board which must balance not only the privacy interests of the student against public disclosure, but also the additional administrative requirements such restrictions will place on the school district.]

2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of this policy.
3. A parent or eligible student may not opt out of the directory information disclosures to:
 - a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or
 - b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.
4. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;
2. Home address;
3. School presently attended by student;
4. Parent's legal relationship to student, if applicable; and
5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section VI. of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:
 - a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
 - b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
 - c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
 - d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and
 - e. whether the data concerns medical, dental or other health services provided pursuant to Minn. Stat. §§ 144.341-144.347, in which case the data may be released only if the failure to inform the parent would

seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minn. Stat. § 626.556, written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minn. Stat. § 626.556, Subd. 11.

Regardless of whether a written report is made under Minn. Stat. § 626.556, Subd. 7, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or which are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
2. A complainant has access to a statement he or she provided to the school district.
3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district

employees, and/or attorney data as defined in Minn. Stat. § 13.393.

4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:
 - a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;
 - b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
 - c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.
5. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student's parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minn. Stat. § 121A.40, *et seq.*

XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS

- A. The school district will release the names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.
- B. Data released to military recruiting officers under this provision:
 1. may be used only for the purpose of providing information to students about

military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military; and

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

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the

information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure Not Prohibited

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:
 - a. The disclosures meet the requirements of Section VI. of this policy; and
 - b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.
2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 U.S.C. § 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

[Note: 42 U.S.C. § 14071 was repealed. School districts should retain this statutory reference, however, as it remains a reference in FERPA and the Minnesota Government Data Practices Act and still may apply to individuals required to register prior to the repeal of this law.]

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 C.F.R. § 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in § 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;
2. Titles and addresses of person(s) responsible for the security of student records;
3. Location of student records, by category, in the buildings;
4. Means of securing student records; and
5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be **available upon request** ~~attached to and become a part of this policy.~~

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record with the education records of the student which indicates:
 - a. the parties who have requested or received personally identifiable information from the education records of the student;
 - b. the legitimate interests these parties had in requesting or obtaining the information; and
 - c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.
2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:

- a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
 - b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
 - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 C.F.R. § 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.
3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18. U.S.C. § 2332b(g)(5)(B) or an act of domestic or international terrorism.

~~[Note: While Section XIII.E.1. does not apply to requests for or disclosures of directory information under Section VII. of this policy, to the extent the school district chooses to limit the disclosure of directory information to specific parties, for specific purposes, or both, it is advisable that records be kept to identify the party to whom the disclosure was made and/or purpose for the disclosure.]~~

4. The record of requests of disclosures may be inspected by:
- a. the parent of the student or the eligible student;
 - b. the school official or his or her assistants who are responsible for the custody of the records; and
 - c. the parties authorized by law to audit the record-keeping procedures of the school district.
5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:
- a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and

- b. the parties to whom the school district disclosed the information.
- 6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

The school district shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Section VIII. of this policy.

B. Response to Request for Access

The school district shall respond to any request pursuant to Subdivision A. of this section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Subdivision A. of this section includes:

- 1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and
- 2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.
- 3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:
 - a. the cost of materials, including paper, used to provide the copies;
 - b. the cost of the labor required to prepare the copies;
 - c. any schedule of standard copying charges established by the school district in its normal course of operations;
 - d. any special costs necessary to produce such copies from machine based record-keeping systems, including but not limited to computers and microfilm systems; and
 - e. mailing costs.
2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.
3. The cost of providing copies shall be borne by the parent or eligible student.
4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.
2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.
3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

B. Right to a Hearing

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C. of this section.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.
2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.
3. Any statement placed in the education records of the student under Subdivision B. of this section shall:
 - a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and
 - b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.
2. The hearing may be conducted by any individual, including an official of the

school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.

3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.
4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minn. Stat. Ch. 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- B. Data practices compliance official means **Administrative Assistant to the Superintendent, Sarah Janovsky.** ~~*[designate title and actual name of individual].*~~
- C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue S.W., Washington, D.C. 20202.

B. Content of Complaint

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

XVIII. WAIVER

A parent or eligible student may waive any of his or her rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and
6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

B. Notification to Parents of Students Having a Primary Home Language Other Than English

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

C. Notification to Parents or Eligible Students Who are Disabled

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

XX. DESTRUCTION AND RETENTION OF RECORDS

Destruction and retention of records by the school district shall be controlled by state and federal law.

XXI. COPIES OF POLICY

Copies of this policy may be obtained by parents and eligible students at the office of the superintendent.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Sharing Disposition Order and Peace Officer Records)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7908 (Armed Forces Recruiting Information)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273, 122 S.Ct. 2268, 153 L.Ed. 2d 309 (2002)

Cross References: MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 520 (Student Surveys)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)
MSBA Service Manual, Chapter 13, School Law Bulletin "I" (School Records – Privacy – Access to Data)

Adopted: _____

MSBA/MASA Model Policy 520

Orig. 1995

Revised: _____

Rev. 2016

520 STUDENT SURVEYS

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

I. PURPOSE

Occasionally, the school district utilizes surveys to obtain student opinions and information about students. The purpose of this policy is to establish the parameters of information that may be sought in student surveys.

II. GENERAL STATEMENT OF POLICY

Student surveys may be conducted as determined necessary by the school district. Surveys, analyses, and evaluations conducted as part of any program funded through the U.S. Department of Education must comply with 20 U.S.C. § 1232h.

III. STUDENT SURVEYS IN GENERAL

- A. Student surveys will be conducted anonymously and in an indiscernible fashion. No mechanism will be used for identifying the participating student in any way. No attempt will be made in any way to identify a student survey participant. No requirement that the student return the survey shall exist, and no record of the student's returning a survey will be maintained.
- B. The superintendent may choose not to approve any survey that seeks probing personal and/or sensitive information that could result in identifying the survey participant, or is discriminatory in nature based on age, race, color, sex, disability, religion, or national origin.
- C. Surveys containing questions pertaining to the student's or the student's parent(s) or guardian(s) personal beliefs or practices in sex, family life, morality, and religion will not be administered to any student unless the parent or guardian of the student is notified in writing that such survey is to be administered and the parent or guardian of the student gives written permission for the student to participate or has the opportunity to opt out of the survey depending upon how the survey is funded. Any and all documents containing the written permission of a parent for a student to participate in a survey will be maintained by the school district in a file separate from the survey responses.
- D. Although the survey is conducted anonymously, potential exists for personally identifiable information to be provided in response thereto. To the extent that personally identifiable information of a student is contained in his or her responses to a survey, the school district will take appropriate steps to ensure the data is protected in accordance with Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act), 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act) and 34 C.F.R. Part 99.
- E. The school district must not impose an academic or other penalty on a student who opts out of participating in a student survey.

IV. STUDENT SURVEYS CONDUCTED AS PART OF DEPARTMENT OF EDUCATION PROGRAM

- A. All instructional materials, including teacher’s manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis, or evaluation as part of any program funded in whole or in part by the U.S. Department of Education, shall be available for inspection by the parents or guardians of the students.

- B. No student shall be required, as part of any program funded in whole or in part by the U.S. Department of Education, without the prior consent of the student (if the student is an adult or emancipated minor), or, in the case of an unemancipated minor, without the prior written consent of the parent, to submit to a survey that reveals information concerning:
 - 1. political affiliations or beliefs of the student or the student’s parent;
 - 2. mental and psychological problems of the student or the student’s family;
 - 3. sex behavior or attitudes;
 - 4. illegal, antisocial, self-incriminating, or demeaning behavior;
 - 5. critical appraisals of other individuals with whom respondents have close family relationships;
 - 6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
 - 7. religious practices, affiliations, or beliefs of the student or the student’s parent; or
 - 8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

- C. A school district that receives funds under any program funded by the U.S. Department of Education shall develop local policies consistent with Sections IV.A. and IV.B., above, concerning student privacy, parental access to information, and administration of certain physical examinations to minors.
 - 1. The following policies are to be adopted in consultation with parents:
 - a. The right of a parent to inspect, on request, a survey, including an evaluation, created by a third party before the survey is administered or distributed by a school to a student, including procedures for granting a parent’s request for reasonable access to such survey within a reasonable period of time after the request is received.

“Parent” means a legal guardian or other person acting *in loco parentis* (in place of a parent), such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child.

- b. Arrangements to protect student privacy in the event of the administration or distribution of a survey, including an evaluation, to a student which contains

one or more of the items listed in Section IV.B., above, including the right of a parent of a student to inspect, on request, any such survey.

- c. The right of a parent of a student to inspect, on request, any instructional material used as part of the educational curriculum for the student and procedures for granting a request by a parent for such access within a reasonable period of time after the request is received.

“Instructional material” means instructional content that is provided to a student, regardless of format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (i.e., materials accessible through the Internet). The term does not include academic tests or academic assessments.

- d. The administration of physical examinations or screenings that the school district may administer to a student. This provision does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. § 1400, *et seq.*).
- e. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing the information to others for that purpose), including arrangements to protect student privacy that are provided by the school district in the event of such collection, disclosure, or use.

- (1) “Personal information” means individually identifiable information including a student or parent’s first and last name; a home or other physical address (including street name and the name of the city or town); a telephone number; or a Social Security identification number.

- (2) This provision does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as:

- (a) college or other post-secondary education recruitment or military;
- (b) book clubs, magazines, and programs providing access to low cost literary products;
- (c) curriculum and instructional materials used by elementary and secondary schools;
- (d) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement

information about students, or to generate other statistically useful data for the purpose of securing such tests and assessments and the subsequent analysis and public release of the aggregate data from such tests and assessments;

(e) the sale by students of products or services to raise funds for school-related or education-related activities; and

(f) student recognition programs.

(3) The right of a parent to inspect, on request, any instrument used in the collection of information, as described in Section IV.C.1., Subparagraph e., above, before the instrument is administered or distributed to a student and procedures for granting a request by a parent for reasonable access to such an instrument within a reasonable period of time after the request is received.

2. The policies adopted under Section IV.C., Subparagraph 1., above, shall provide for reasonable notice of the adoption or continued use of such policies directly to parents of students enrolled in or served by the school district.

a. The notice will be provided at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in a policy.

b. The notice will provide parents with an opportunity to opt out of participation in the following activities:

(1) Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, or otherwise providing that information to others for that purpose.

(2) The administration of any third-party survey (non-Department of Education funded) containing one or more of the items contained in Section IV.B., above.

(3) Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered by the school and scheduled by the school in advance, and not necessary to protect the immediate health and safety of the student or other students.

“Invasive physical examination” means any medical examination that involves the exposure of private body parts, or act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.

c. The notice will advise students of the specific or approximate dates

during the school year when the activities in Section IV.C.2., Subparagraph b., above, are scheduled, or expected to be scheduled.

- d. The notice provisions shall not be construed to preempt applicable provisions of state law that require parental notification and do not apply to any physical examination or screening that is permitted or required by applicable state law, including physical examinations or screenings that are permitted without parental notification.

V. NOTICE

- A. The school district must give parents and students notice of this policy at the beginning of each school year and after making substantive changes to this policy.
- B. The school district must inform parents at the beginning of the school year if the district or school has identified specific or approximate dates for administering surveys and give parents reasonable notice of planned surveys scheduled after the start of the school year. The school district must give parents direct, timely notice when their students are scheduled to participate in a student survey by United States mail, e-mail, or another direct form of communication.
- C. The school district must give parents the opportunity to review the survey and to opt their students out of participating in the survey.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.065 (District Surveys to Collect Student Information;
Parent Notice and Opportunity for Opting Out)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
20 U.S.C. § 1232h (Protection of Pupil Rights)
34 C.F.R. § 99 (Family Educational Rights and Privacy Act Regulations)
Gonzaga University v. Doe, 536 U.S. 273, 122 S.Ct. 2268, 153 L.Ed. 2d 309
(2002)
C.N. v. Ridgewood Bd. of Educ., 430 F.3d. 159 (3rd Cir. 2005)
Fields v. Palmdale School Dist., 427 F.3d. 1197 (9th Cir. 2005)

Cross References: 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)

~~**[Note: This notice may be given separately or included with the Public Notice in Policy 515.]**~~

**Saint Peter Schools
PUBLIC NOTICE**

Independent School District No. 508 gives notice to parents of students currently in attendance in the school district, eligible students currently in attendance in the school district, and students currently in attendance in the school district of their rights regarding the conduct of surveys, collection and use of information for marketing purposes, and certain physical examinations.

1. Parents, eligible students, and students are hereby informed that they have the following rights:
 - a. All instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis, or evaluation as part of any program funded in whole or in part by the U.S. Department of Education, shall be available for inspection by parents or guardians of students.
 - b. No student shall be required, as part of any program funded in whole or in part by the U.S. Department of Education, without the prior consent of the student (if the student is an adult or emancipated minor), or in the case of an unemancipated minor, without the prior written consent of the parent, to submit to a survey that reveals information concerning:
 - (1) political affiliations or beliefs of the student or the student's parent;
 - (2) mental and psychological problems of the student or the student's family;
 - (3) sex behavior or attitudes;
 - (4) illegal, antisocial, self-incriminating, or demeaning behavior;
 - (5) critical appraisals of other individuals with whom respondents have close family relationships;
 - (6) legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
 - (7) religious practices, affiliations, or beliefs of the student or the student's parent; or
 - (8) income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).
 - c. A parent, on behalf of a student or an eligible student, has the right to receive notice and an opportunity to opt the student out of participating in:
 - (1) Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, or otherwise providing that information to others for that purpose.

- (2) The administration of any third-party survey (non-Department of Education funded) containing one or more of the items contained in Paragraph 1.b., above.
 - (3) Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical examination or screening permitted or required under state law.
- d. This notice does not preempt applicable state law that may require parental notification.
 - e. The school district has developed and adopted a policy, in consultation with parents, regarding these rights, as well as arrangements to protect student privacy in the administration of protected surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes.
 - f. The school district will directly notify parents and eligible students of these policies at least annually at the start of each school year and after any substantive changes.
 - g. The school district will directly notify parents and eligible students, at least annually at the start of each school year or, if scheduled thereafter, parents will be provided with reasonable notice of the specific or approximate dates of the following activities and provide an opportunity to opt a student out of participating in:
 - (1) Collection, disclosure, or use of personal information for marketing, sales, or other distribution.
 - (2) Administration of any protected information survey not funded in whole or in part by the U.S. Department of Education.
 - (3) Any nonemergency, invasive physical examination or screening as described above.

[See consent/opt-out for specific activities attached hereto.]

Parents/eligible students who believe their rights have been violated may file a complaint with:

Family Policy Compliance Office
 U.S. Department of Education
 400 Maryland Avenue SW
 Washington, DC 20202-5920

INDEPENDENT SCHOOL DISTRICT NO. _____
 _____, MINNESOTA

Dated: _____

 Chair
 130
 520-8F

PPRA NOTICE AND CONSENT/OPT-OUT FOR SPECIFIC ACTIVITIES

The Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. § 1232h, requires **[name of school district or school]** to notify you and obtain consent or allow you to opt your child out of participating in certain school activities. These activities include a student survey, analysis, or evaluation that concerns one or more of the following eight areas ("protected information surveys"):

1. Political affiliations or beliefs of the student or the student's parent;
2. Mental and psychological problems of the student or the student's family;
3. Sex behavior or attitudes;
4. Illegal, antisocial, self-incriminating, or demeaning behavior;
5. Critical appraisals of other individuals with whom respondents have close family relationships;
6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
7. Religious practices, affiliations, or beliefs of the student or the student's parent; or
8. Income, other than as required by law to determine program eligibility.

This requirement also applies to the collection, disclosure, or use of student information for marketing purposes ("marketing surveys") and certain physical examinations and screenings.

Following is a schedule of activities requiring parental notification and consent or opt-out for the upcoming school year. (Please note that this notice and consent/opt-out transfers from parents to any student who is 18 or older or an emancipated minor under state law.

Date:

Grades: [see sample activity notices attached]

Activity:

Summary:

Consent or Opt-out: [or both depending on situation]

If you wish to review any survey instrument or instructional material used in connection with any protected information or marketing survey, please submit a request to **[school official, address]**. **[School official]** will notify you of the time and place where you may review these materials. You have the right to review a survey and/or instructional materials before the survey is administered to a student.

I [parent's name] give my consent for [child's name] to take [survey] on [date] .

Parent's signature

Please return this form no later than [insert date] to [name of school official and mailing address].

EXAMPLES OF ACTIVITIES

Date: On or about October 15, 2010
Grades: Five and Six
Activity: ABC Survey of At-Risk Behaviors
Summary: This is an anonymous survey that asks students questions about behaviors such as drug and alcohol use, sexual conduct, violence, and other at-risk behaviors. The survey also asks questions of a demographic nature concerning family make-up, the relationship between parent and children, and use of alcohol and drugs at home.

Consent [for U.S. Department of Education funded, protected information surveys only]: A parent must sign and return the attached consent form no later than **[insert return date]** so that your child may participate in this survey.

Opt-out [for any non-U.S. Department of Education funded protected information survey]: Contact **[school official]** at **[telephone number, email, address, etc.]** no later than **[date]** if you do not want your child to participate in this activity.

Date: November 22-24, 2010
Grades: One through Six
Activity: Flu Shots
Summary: The County Department of Public Health Services will administer flu shots for influenza types A and B.

Opt-out: Contact **[school official]** at **[telephone number, email, address, etc.]** no later than **[date]** if you do not want your child to participate in this activity.

Below is an example dealing with the collection, use, and distribution of personal information for student-based commercial services.

[Limited to personal information designated as “directory information”]

Date: 2010-2011 School Year
Grades: Nine through Twelve
Activity: Student-Based Commercial Services
Summary: **[School]** collects, or allows businesses to collect, use, and disclose personal information on students, including names, addresses, and telephone listings. These businesses provide student-based products and services, such as computer equipment, sports clothing, school jewelry, and entertainment products.

Opt-out: Contact **[school official]** at **[telephone number, email, address, etc.]** no later than **[date]** if you do not want your child to participate in this activity.

~~[Note: This information – names, addresses, and telephone listings – may be designated and disclosed as “directory information” under the school district’s student records policy. Instead of using this Model Notice format, schools may meet PPRA notice requirements for specific marketing activities that involve only designated “directory information” by allowing parents to opt out of “directory information” at the start of each school year, which would include all marketing activities.]~~



ADDENDUM

REGULAR BOARD MEETING Monday, March 15, 2021 Governor's Room 6:30PM

VIII. INFORMATION ITEMS

2. AGENDA ITEM #2

Subject: Native American Parent Advisory Committee

Background: Minnesota law requires that all school districts and tribal schools with 10 or more Indigenous students have an advisory committee to help ensure that indigenous students are receiving culturally relevant and equitable educational opportunities. An important goal of the group is to assist the school district in meeting the needs of all students. Saint Peter Public Schools established its committee in 2017.

Tonight's meeting includes a report from the Native American Parent Advisory Committee (NAPAC) Chair and the results of a vote of concurrence/non-concurrence from NAPAC regarding compliance with M.S. 1240.78.

Presentation: Jon Graff, Middle School Principal; Bernie Volk, NAPAC Chair