

Special Board Meeting

Monday, May 12, 2025 5:45 PM

District Office, 104 - 5th Avenue South, South St Paul, Minnesota 55075

I. ROLL CALL

II. APPROVAL OF MEETING AGENDA AND MINUTES

II.A. School Board Meeting Agenda, May 12, 2025

II.B. Work Session and Regular Meeting Minutes for March 31, 2025; Work Session and Special Meeting Minutes for April 14, 2025; and Special Work Session Minutes for April 22, 2025.

III. CONSENT

III.A. Staffing: Appointments, Resignations, Transfers, Retirements, Abolishments, and Leaves

IV. POLICY REVIEW

IV.A. **Approval:** The following policies are on their final review:

IV.A.1. #605 - Alternative Educational Services

IV.A.2. #611 - Home Schooling

IV.A.3. #304 - Superintendent Contract, Duties and Evaluation

IV.A.4. #402 - Disability Nondiscrimination Policy

IV.A.5. #403 - Discipline, Suspension, and Dismissal of School District Employees

IV.A.6. #405 - Veteran's Preference

IV.A.7. #407 - Employee Right to Know – Exposure to Hazardous Substances

IV.A.8. #409 - Staff Participation in Political Activities

IV.A.9. #436 - Nepotism

IV.A.10. #806 - Crisis Management

IV.B. **Review:** The following policies are on their second of three reviews:

IV.B.1. #506 - Student Discipline

IV.B.2. #617 - Early Admission

IV.B.3. #620 - Credit for Learning

IV.B.4. #624 - Online Instruction

IV.B.5. #404 - Employment Background Checks

IV.B.6. #406 - Public & Private Personnel Data

IV.B.7. #408 - Subpoena of a School District Employee

IV.B.8. #410 - Family & Medical Leave Act

IV.B.9. #413 - Harassment and Violence

V. **BUSINESS ITEMS**

V.A. Approval, for the South St. Paul School Board to approve the Education Identity and Access Management Board Resolution. (L. Brandecker)

V.B. Approval, for the South St. Paul School Board to approve the Resolution to Non-Renew Probationary Teachers for the 2025-26 school year. (J. Milteer)

V.C. Approval, for the South St. Paul School Board to approve the 2025-26 Student Teaching Agreement between Northwestern University and South St. Paul Public Schools. (J. Milteer)

V.D. Approval, for the South St. Paul School Board to approve the 2025-26 Student Teacher Agreement between Inver Hills Community College and South St. Paul Public Schools. (J. Milteer)

VI. **CLOSED SESSION**

VI.A. Closed Session per the Open Meeting Law (Minn. Stat. § 13D.03) for Teachers negotiations. (J. Milteer/R. Chhoth)

VI.B. Adjourn the Closed Session

VII. **ADJOURNMENT**

SOUTH ST. PAUL PUBLIC SCHOOLS

Special School District No. 6

Work Session - March 31, 2025

The School Board Work Session for South St. Paul Public Schools, Special School District 6, was held in the City Hall Conference Room on Monday, March 31, 2025. Chair Kim Humann called the meeting to order at 5:01 PM with six Board members present: Claflin, Cumings, Duffy, T. Felton, W. Felton, and Humann. Director Weber and Superintendent Zambreno were absent. Several staff members were also present.

NAPAC Response

At the February 10, 2025, Board Work Session, the Native American Parent Advisory Committee (NAPAC) presented a vote of nonconcurrency, indicating that the district was not in compliance with meeting the needs of American Indian students. In accordance with Minnesota statute, NAPAC provided written recommendations for improvement to the Board at the time of the presentation. This vote was formally summarized at the February 24, 2025, Board Business Meeting, where the Board formally accepted it. The Board has 60 days to respond to the NAPAC's recommendations.

At the Board Work Session this evening, Amy Winter, Executive Director of Educational Services and the Board reviewed and discussed the 2024-25 School Board Response to the NAPAC Annual Compliance Vote. It was noted that NAPAC's response to the Board was nearly identical to the previous year. NAPAC acknowledged the progress the district has made over the past year and recognized that the absence of a liaison for much of the year impacted available support for students. The Board also discussed steps taken to address this gap, including the recent hiring of a new liaison. To enhance student support, this position, typically part-time, will be full-time for the remainder of the school year.

2025-26 School Calendar

Amy Winter, Executive Director of Educational Services, presented a draft of the 2025-26 district calendar. As part of the development process, Director Winter utilized a comprehensive stakeholder engagement approach, gathering input from both staff and families. The process focused on aligning stakeholder priorities while incorporating personalized considerations for both elementary and secondary schedules.

2025-26 Student School Board Representatives

The School Board reviewed the implementation and evolution of the Student School Board Representative program, which was introduced in the fall of 2023 as part of their priority to increase stakeholder engagement. Over the past academic year, the student representatives provided valuable insights into the student experience, strengthening the connection between the Board and the student body. The Board discussed the structure of the program, including bi-weekly meetings and various student-led projects such as surveys, videos, a legislative campaign, and a student resource website.

During the discussion, Board members emphasized the importance of flexibility in the selection process, noting that they did not want to be locked into specific criteria such as having only two representatives or requiring one junior and one senior. They also discussed the benefit of allowing junior representatives to return for their senior year if they choose. Additionally, the Board reflected on the successes and challenges of the past year and explored potential improvements for the 2025-26 Student School Board Representative process. The updated application process was reviewed and is set to launch this week.

Public Relations and Community Engagement

The Board discussed opportunities to collaborate with students, staff, families, and the greater South St. Paul community to further the district's mission and vision. To enhance communication, streamline planning, and provide new Board members with insight into key end-of-year events, Lisa Brandecker, Manager of Administrative Services and Communications, developed a Calendar of Events document. This resource will continuously be updated as new events and opportunities arise.

Committee Updates

Board members provided updates to the various committees they serve on.

Adjourn

The South St. Paul School Board adjourned their March 31, 2025 work session at 5:47 PM.

Official Board Minutes are available in the
District Office at 104 - 5th Ave. S. - South St. Paul

Respectfully Submitted by:

Lisa Brandecker, Acting Secretary-Clerk
Board of Education

SOUTH ST. PAUL PUBLIC SCHOOLS

Special School District No. 6

March 31, 2025

The regular meeting of the School Board, Special School District No. 6, South St. Paul, was held in the city hall council chambers on Monday, March 31, 2025. Chair Kim Humann called the meeting to order at 6:00 PM with five Board members present for roll call: W. Felton, Claflin, Cumings, T. Felton and Humann. Directors Duffy and Weber were absent. Superintendent Zambreno was also absent. Several staff members were also present.

PLEDGE OF ALLEGIANCE

The pledge of allegiance was recited.

MINUTES

By Director W. Felton

Seconded by Director Claflin

That the South St. Paul School Board approves the March 31, 2025, School Board meeting agenda as well as minutes from the February 24, 2025, work session and regular meeting, and the March 10, 2025, work session. Motion carried (5-0)

QUALITY-IN-ACTION AND REPORTS

Quality-in-Action - SSP High School is in the second year of the Personal Learning Lab program. The program was designed to give students the opportunity to re-capture credits during the school day, which allows the student to stay on track for graduation. Principal Ochocki and Teacher Don Nihart shared with the board the successes and areas of growth for the Personal Learning Lab program..

Student School Board Representative Report - Student Board Representative Jackson provided an update on recent events, activities, and other informational items.

Report - Chair Kim Humann noted there were no stakeholder comments to the board submissions or attendees at the March 10 Stakeholder Comment session.

Work Session Report - Highlights were provided of the School Board's discussion at their work session meeting this evening.

Superintendent Report - Executive Director of Educational Services Amy Winter provided highlights from around the district.

CONSENT ITEMS

By Director Claflin

Seconded by Director W. Felton

A. Financial Claims - Bills Payable

B. Staffing: Appointments, Resignations, Transfers, Retirements, Abolishments, and Leaves

Motion Carried (5-0)

POLICY REVIEW

By Director Claflin

Seconded by Director Cumings

Approval for the following policies on their third and final review:

1. #627- Academic Honesty
2. #307 - Emergency Closing Procedures
3. #401 - Equal Employment Opportunity
4. #404 - Employment Background Check Policy
5. #536 - Student Information Technology Acceptable Use Policy
6. #101.1 - Name of the School District
7. #101 - Legal Status of the School District
8. #103 - Complaints - Students, Employees, Parents, Other Persons
9. #501 - School Weapons Policy
10. #502 - Search of Student Lockers, Desks, Personal Possessions, and Student's Person
11. #505 - Distribution of Non-School Sponsored Materials on School Premises by Students and Employees
12. #512 - School-Sponsored Student Publications and Activities
13. #526 - Hazing Prohibition
14. #528 - Student Parental, Family and Marital Status NonDiscrimination
15. #801.1 - Naming of District Facilities
16. #903 - Visitors to School District Properties and Facilities

Motion Carried (5-0)

BUSINESS ITEMS

By Director Claflin

Seconded by Director W. Felton

Approval, for the South St. Paul School Board to approve a Special Work Session with TeamWorks on April 22, 2025.

Motion Carried (5-0)

By Director Claflin

Seconded by Director Cumings

Approval, for the South St. Paul School Board to approve a Special meeting on Monday, April 14, 2025.

Motion carried (5-0)

By Director Claflin

Seconded by Director Cumings

Approval, for the South St. Paul School Board to approve the 2025-26 School Year Calendar.

Motion carried (5-0)

By Director Claflin

Seconded by Director Cumings

Approval, for the South St. Paul School Board to approve the agreement with International Union of Operating Engineers, Local No. 70 Collective Bargaining Agreement, for the contract period of July 1, 2024 to June 30, 2026.

Motion carried (5-0)

INFORMATIONAL ITEMS

School Board members reported on various educational activities/events in which they have participated as well as other informational items.

CLOSED SESSION

By Director Claflin

Seconded by Director T. Felton

Approval for the School Board to move to a closed session per the Open Meeting Law (Minn. Stat. § 13D.03) for Office and Professional Employees negotiations.

Motion carried (5-0)

Closed Session officially began at 7:02 PM.

Members present: Directors W. Felton, Claflin, Cumings, T. Felton and Humann, as well as Human Resource Director Joel Milteer and Executive Director of Educational Services Amy Winter.

ADJOURN

By Director W. Felton

Seconded by Director Claflin

The School Board moved to open the closed session and adjourned the March 31, 2025, meeting at 7:12 PM.

Motion carried (5-0)

Official Board Minutes are available in the District Office at 104 - 5th Ave. S. - South St. Paul

Respectfully Submitted by:

Lisa Brandecker, Acting Secretary-Clerk
Board of Education

SOUTH ST. PAUL PUBLIC SCHOOLS

Special School District No. 6

Work Session - April 14, 2025

The School Board Work Session for South St. Paul Public Schools, Special School District 6, was held in the District Office Conference Room on Monday, April 14, 2025. Chair Kim Humann called the work session to order at 5:00 PM with seven Board members present: Claflin, Cumings, Duffy, Humann, T. Felton, W. Felton, and Weber. Superintendent Dr. Brian Zambreno and several staff and community members were also present.

District Strategic Plan

The Strategic Planning Steering Committee, comprised of staff and family representatives and led by Tina Posnanski from Studer Education, spent several months developing a forward-thinking strategic plan recommendation for South St. Paul Public Schools. This work was informed by a comprehensive stakeholder engagement process, including focus groups with students, staff, families, and community members. Their input was critical in shaping the direction of the plan and ensuring it reflected the values, needs, and aspirations of the entire SSP community. The committee shared this recommendation with the School Board, along with a summary of the process, key themes, and proposed next steps to guide the district over the next five years.

2025-26 Budget Alignment

Superintendent Brian Zambreno and Finance Director Ra Chhoth presented the 2025–26 Budget Alignment plan, which outlined administrative recommendations to address a projected \$2.25 million budget shortfall. This deficit was primarily due to state funding challenges, rising operating costs, and declining enrollment. The proposed plan aligned with the district’s mission and strategic priorities by maintaining class size norms, supporting academic achievement, and ensuring financial sustainability.

Recommendations included targeted staffing adjustments, program redesigns, resource reallocation, and the strategic use of fund balance to offset a significant reduction in state compensatory funding. The proposal reflected the district’s commitment to responsible resource management while continuing to provide high-quality programming and support for all students.

2025-26 Staffing Process

Human Resources Director Joel Milteer presented the resolution authorizing the discontinuation or reduction of specific teaching programs and positions for the 2025–26 school year, as part of the broader 2025–26 Budget Alignment plan. In response to a projected \$2.25 million shortfall driven by declining enrollment, unsustainable state funding, and rising operating costs, the School Board had directed administration on February 24, 2025, to evaluate and recommend necessary staffing adjustments. These recommendations were developed through a collaborative process involving district and building leaders, and were guided by stakeholder input, school and student data, and alignment with the World’s

Best Workforce goals. The approved reductions reflected the district's commitment to maintaining class size norms, sustaining academic achievement, and ensuring long-term financial stability.

Committee Updates

Board members provided updates on the various committees in which they serve.

Stakeholder Comments to the Board

There were no attendees or onlines submissions for the Stakeholder Comments to the Board session.

ADJOURN

The work session adjourned at 7:07 PM

Official Board Minutes are available in the
District Office at 104 - 5th Ave. S. - South St. Paul

Respectfully Submitted by:

Lisa Brandecker, Acting Secretary-Clerk
Board of Education

SOUTH ST. PAUL PUBLIC SCHOOLS

Special School District No. 6

April 14, 2025

The Special Meeting of the School Board, Special School District No. 6, South St. Paul, was held in the District Office Conference Room on Monday, April 14, 2025. Chair Kim Humann called the meeting to order at 7:07 PM with seven Board members present for roll call: Cumings, T. Felton, Duffy, Weber, W. Felton, Claflin, and Humann. Superintendent Zambreno and several staff and community members were also present.

AGENDA

By Director W. Felton

Seconded by Director Claflin

That the South St. Paul School Board approves the Special School Board Meeting Agenda, April 14, 2025.

Motion carried (7-0)

BUSINESS ITEMS

By Director Claflin

Seconded by Director Weber

Approval, for the South St. Paul School Board to approve the Resolution Discontinuing and Reducing Positions.

Motion carried 7 yeas - Weber, W. Felton, Claflin, Cumings, T. Felton, Duffy, and Humann
0 nays

By Director Claflin

Seconded by Director Weber

Approval, for the South St. Paul School Board to approve the agreement with the South St. Paul Office and Professional Employees International Union Local No. 12, for the contract period of July 1, 2024, to June 30, 2026.

Motion carried (7-0)

By Director Weber

Seconded by Director Claflin

Approval, for the South St. Paul School Board to approve the 2024-25 Budget Revisions that were presented and reviewed at the March 10, 2025, work session.

Motion carried (7-0)

ADJOURN

By Director Duffy

Seconded by Director Claflin

Approval, for the South St. Paul School Board to adjourn the April 14, 2025, Special Board Meeting at 7:13 PM.

Motion carried (7-0)

Official Board Minutes are available in the

District Office at 104 - 5th Ave. S. - South St. Paul

Respectfully Submitted by:

Lisa Brandecker, Acting Secretary-Clerk
Board of Education



SOUTH ST. PAUL PUBLIC SCHOOLS

Special School District No. 6

Special Work Session - April 22, 2025

The School Board Special Work Session for South St. Paul Public Schools, Special School District 6, was held in the District Office Conference Room on Monday, April 22, 2025. Chair Kim Humann called the work session to order at 5:00 PM with seven Board members present: Claflin, Cumings, Duffy, Humann, T. Felton, W. Felton, and Weber. Superintendent Dr. Brian Zambreno, and Lisa Brandecker, Manager of Administrative Services and Ray Queener from TeamWorks International were also present.

Goals and Evaluation System

The South St. Paul Public Schools School Board, along with Consultant Ray Queener from TeamWorks International, reviewed and discussed the purpose, intent, and structure of the Superintendent and School Board evaluation process and the tools used. The Board engaged in meaningful dialogue about balancing the need for streamlined evaluation tools with the ongoing development of the District's new strategic plan.

Board members will review sample versions of the evaluation tools and provide feedback to Chair Humann. The collective responses will be unpacked by the Board's Superintendent Executive Committee.

ADJOURN

The work session adjourned at 6:47 PM

Official Board Minutes are available in the District Office at 104 - 5th Ave. S. - South St. Paul

Respectfully Submitted by:

Lisa Brandecker, Acting Secretary-Clerk
Board of Education



SOUTH ST. PAUL PUBLIC SCHOOLS
School Board Agenda Item

Meeting Date: May 12, 2025

Place on Agenda: Consent Items

Action Requested: Approval

Attachment: Staffing

Topic: Staffing
Presenter(s): Chair
Background: The staffing report includes the Appointments, Resignations, Transfers, Retirements, Abolishments, and Leaves being recommended to the School Board for approval.
Recommendation: Administration recommends approval of the proposed staffing and supplemental staffing as presented.
Alternatives: Amend the motion to remove a certain appointment, resignation, transfer, retirement, abolishment, or leave. Provide administration with directions for the next steps.

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A. Appointments/Reassignments

1. Anna Karsten - Extended School Year Special Education Teacher, Secondary, \$31.50 an hour, effective July 7 - 24, 2025
2. Hannah Anderson - Extended School Year Special Education Teacher, Lincoln Center, \$31.50 an hour, effective July 7 - 24, 2025
3. Olivia Smith - Change to Special Education Teacher Resource Teacher, High School, effective August 25, 2025
4. Jennifer Birkhofer - School Psychologist/MTSS Specialist, Kaposia, 1.0 FTE, ED Doc Step 12, effective August 11, 2025
5. Rebecca Spreigl- Summer Learning Academy Coordinator, Lincoln Center, \$31.50 an hour, effective June 16 - August 1, 2025
6. Katherine Hollen- Summer Credit Recovery Teacher, Secondary, \$31.50 an hour, effective June 23 - July 24, 2025
7. Steven Miner- Summer Credit Recovery Teacher, Secondary, \$31.50 an hour, effective June 23 - July 24, 2025
8. Jelena Maric- Summer Credit Recovery Teacher, Secondary, \$31.50 an hour, effective June 23 - July 24, 2025
9. Paul Stivender- Summer Credit Recovery Teacher, Secondary, \$31.50 an hour, effective June 23 - July 24, 2025
10. Jessica Kohanek- Summer Credit Recovery Teacher, Secondary, \$31.50 an hour, effective June 23 - July 24, 2025
11. Scott Youdas- Summer Credit Recovery Teacher, Secondary, \$31.50 an hour, effective June 23 - July 24, 2025
12. Suzanne Meyer- Summer Credit Recovery Teacher, Secondary, \$31.50 an hour, effective June 23 - July 24, 2025
13. Luke Olson- Summer Credit Recovery Teacher, Secondary, \$31.50 an hour, effective June 23 - July 24, 2025
14. Jessica Oftedahl- Summer Credit Recovery Coordinator, Secondary, \$31.50 an hour, effective June 16 - August 1, 2025

15. Kayla Rogers- Summer Program Nurse, Lincoln Center, \$31.50 an hour, effective June 23 - July 24, 2025
16. Scott Sundly- Summer Program Coordinator, Secondary, \$31.50 an hour, effective June 16 - July 24, 2025
17. June Hove- Licensed School Nurse, Secondary, 1.0 FTE, MA Step 20, effective August 18, 2025
18. James Glick - Middle School Science Teacher, Middle School, BA Step 7, 1.0 FTE, effective August 18, 2025
19. Elizabeth Zender- Summer Credit Recovery Teacher, Secondary, \$31.50 an hour, effective June 23 - July 24, 2025
20. Christopher Skelly- Summer Credit Recovery Teacher, Secondary, \$31.50 an hour, effective June 23 - July 24, 2025
21. Stephanie Simones- Long Term Substitute Special Education Teacher, Secondary, .88 FTE, effective March 31 - June 13, 2025
22. Stephanie Simones- Summer Credit Recovery Teacher, Secondary, \$31.50 an hour, effective June 23 - July 24, 2025
23. Katherine Berlin - Equity and Instructional Coach, Kaposia, ED Doc Step 12, 1.0 FTE, effective August 18, 2025
24. Emily Koepke - Special Education Resource Teacher, Middle School, BA+60 Step 10, 1.0 FTE, effective August 18, 2025
25. Mathew Frost - Special Education Resource Teacher, Middle School, MA Step 18, 1.0 FTE, effective August 18, 2025
26. Janene Lenard - Middle School Science Teacher, Middle School, MA+60 Step 20, 1.0 FTE, effective August 18, 2025

B. Resignations/Retirements/Leaves/Reductions/Other

1. Mike Sanislo - Resignation, Physics Teacher, High School, effective June 13, 2025
2. Jerik Hahn - Resignation, Special Education Teacher, Middle School, effective June 13, 2025
3. Reid Jackowick - Resignation, Applied Math Teacher, Middle School, effective June 13, 2025

4. Tyne Grefe - Resignation, MS Memory Book/Yearbook Advisor, Middle School, effective June 13, 2025
5. Amber Remackel – Denial of Extended Leave of Absence and Termination of Employment per the Collective Bargaining Agreement, Counselor, Kaposia Elementary, effective June 13, 2025
6. Andrew Barter - Resignation, Assistant Principal, Middle School, effective June 30, 2025

ECA ACTIVITIES 2024-25

ATHLETICS 2024-25

MS Track and Field Coach	Titus Shields	\$2237.00
Baseball Freshman Coach	Steven Miner	\$2822.00
Boys Soccer Head Coach	James Derrick	\$5177.00
Baseball Freshman Coach	Luke Paulson	\$2822.00 (Flex)
Flag Football - Girls	Todd Reynolds	\$500.00 (Booster Paid)
Flag Football - Girls	Teresa Coen-Tonda	Volunteer
Flag Football - Girls	Connie Ecklund	Volunteer

VII.A.2 Staff Appointments, Resignations, Retirements, Terminations and Leaves (Joel Milteer)

04/28/2025

Classified

A. Appointments/Reassignments

1. Patrick Griffith - Extended School Year SPED Para, Lincoln Center, \$24.62 an hour, effective July 7 - 24, 2025
2. Laura Zonarich - Special Education Assistant, Kaposia, \$24.62 an hour, 6.5 hours per day, effective April 8, 2025
3. Angela Mann - PT Cleaner, Secondary, \$19.39 an hour, 4 hours per day, effective April 4, 2025
4. Liza Cuchna - Summer Kids Choice Assistant, Lincoln Center, \$24.62 an hour, effective June 13 - August 22, 2025
5. Taylor Westerberg - Special Education Assistant, High School, \$24.62 an hour, 6.5 hours per day, effective April 11, 2025
6. Taylor Westerberg- Extended School Year SPED Para, Middle School, \$24.62 an hour, effective July 7 - 24, 2025

7. Deonte Roberts - Special Education Assistant, High School, \$24.62 an hour, 6.5 hours per day, effective April 23, 2025
8. Audriana Ware - Summer Kids Choice Assistant, Lincoln Center, **\$23.03 an hour**, effective June 2 - August 22, 2025
9. Zuly Sanchez Luna - Summer Kids Choice Assistant, Lincoln Center, **\$23.03 an hour**, effective June 2 - August 22, 2025
10. Ashley Young - Summer Kids Choice Assistant, Lincoln Center, **\$23.03 an hour**, effective June 13 - August 22, 2025
11. Abigail Brundieck - Summer Kids Choice Assistant, Lincoln Center, **\$23.03 an hour**, effective June 2 - August 22, 2025
12. Eli Malecha - Summer Kids Choice Assistant, Lincoln Center, \$23.03 an hour, effective June 2 - August 22, 2025
13. Delia Granados- Summer Cultural Liaison, Secondary, \$30.46 an hour, effective June 23 - July 24, 2025
14. Daisy Medina Cuenca- Summer Cultural Liaison, Lincoln Center, \$30.46 an hour, effective June 23 - July 24, 2025
15. Stephanie Simones - Change to .12 FTE Special Education Assistant due to LTS position, Secondary, effective March 31, 2025
16. Martha Therres - Extended School Year Para, **Lincoln**, \$24.62 an hour, effective July 7 - 24, 2025
17. Alicia Mikoloski - Payroll Specialist, District Office, effective April 21, 2025
18. Laura Givens - Extended School Year Educational Assistant, Lincoln, \$22.63 an hour, effective June 23 - July, 24, 2025
19. Tanaya Niederkorn - Extended School Year Educational Assistant, Lincoln, \$22.63 an hour, effective June 23 - July, 24, 2025
20. Samantha Blackbird - Extended School Year Educational Assistant, Lincoln, \$22.63 an hour, effective June 23 - July, 24, 2025
21. Anisha Solomon- Special Education Assistant, High School, \$24.62 an hour, 6.5 hours per day, effective April 30, 2025
22. Anisha Solomon- Extended School Year SPED Para, Lincoln Center, \$24.62 an hour, effective July 7 - 24, 202
23. Joel VerDuin- Director of Technology, District Office, effective May 1, 2025

B. Resignations/Retirements/Leaves/Reductions/Other

1. Dominique Burgin-Resignation, Student Supervisor, Lincoln Center, effective April 18, 2025
2. Rosa Perez Barrios-Resignation, PT Cleaner, Secondary, effective April 7, 2025
3. Angela Mann - Resignation, PT Cleaner, Secondary, effective April 18, 2025



SOUTH ST. PAUL PUBLIC SCHOOLS
School Board Agenda Item

Meeting Date: May 12, 2025
Place on Agenda: Special Board Meeting Agenda
Action Requested: Approval
Attachment: 605, 611, 304, 402, 403, 405, 407, 409, 436, 806

Topic: Policy Review – Final Reading and Approval
Presenter(s): Board Chair
Background: <p>In accordance with School District Policy #208, policies under review must be presented at two consecutive School Board meetings for review and comment by board members, staff, and community members. At the third meeting and beyond, policies may be brought forward for final approval.</p> <p>The policies listed are on their third reading and are being presented for final approval at the Monday, May 12, 2025, School Board meeting.</p>
Recommendation: <p>Administration recommends the approval of these policies.</p>
Alternatives: <p>N/A</p>

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Adopted: August 9, 2004

MSBA/MASA Model Policy 605

Orig. 1995

Revised: 4/24/17; 4/13/20; 7/22/24, 5/12/25

Rev. 2022

605 ALTERNATIVE EDUCATIONAL SERVICES

I. PURPOSE

The purpose of this policy is to recognize the need for alternative educational services for some school district students.

II. GENERAL STATEMENT OF POLICY

The school board recognizes the importance of alternative education services for some students. Circumstances may be such that some students are put at risk of being able to continue or to complete their education programs. It is the policy of the school district that options shall be made available for some students to select educational alternatives that will enhance their opportunity to complete their education programs, recognizing that some students may become successful learners if given an opportunity to learn in a different environment and through a different learning style.

III. RESPONSIBILITY

- A. Any student who is 17 years old who seeks to withdraw from school, and the student's parent or guardian must attend a meeting with school personnel to discuss the educational opportunities available to the student, including alternative educational opportunities and sign a written election to withdraw from school.
- B. It shall be the responsibility of the superintendent to identify alternative educational opportunities to be made available to students who may be at risk, to recommend such alternative programs to the school board for approval, and to familiarize students and parents with the availability of such alternative educational services. The superintendent shall, through cooperative efforts with other schools, agencies and organizations, periodically recommend additional or modified alternative educational services to the school board.
- C. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to alternative programs.

Legal References: Minn. Stat. § 120A.22, Subd. 8 (Compulsory Instruction)
Minn. Stat. § 121A.41, Subd. 11 (Definitions)
Minn. Stat. § 121A.45, Subd. 1 (Grounds for Dismissal)
Minn. Stat. § 123A.06 (State-Approved Alternative Programs and Services)
Minn. Stat. § 124D.66 (Assurance of Mastery Programs)
Minn. Stat. § 124D.68 (Graduation Incentives Programs)

Minn. Stat. § 124D.74 (American Indian Language and Cultural Educational Programs)
Minn. Stat. § 125A.50 (Alternative Delivery of Specialized Instructional Services)

Cross References: MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)



Adopted: August 9, 2004

MSBA/MASA Model Policy 611

Orig. 1996

Revised: 7/11/05; 8/28/06; 7/25/16; 6/10/19
7/27/20; 6/14/21; 6/27/22; 6/26/23; 5/28/24; 5/12/25

Rev. 2022

611 HOME SCHOOLING

I. PURPOSE

The purpose of this policy is to recognize and provide guidelines in accordance with state law for parents who wish to have their children receive education in a home school that is an alternative to an accredited public or private school.

II. GENERAL STATEMENT OF POLICY

The Compulsory Attendance Law (Minnesota Statutes section 120A.22) provides that the parent or guardian of a child is primarily responsible for assuring that the child acquires knowledge and skills that are essential for effective citizenship.

III. CONDITIONS FOR HOME SCHOOLING

The person in charge of a home school and the school district must provide instruction and meet the requirements specified in Minnesota Statutes section 120A.22.

IV. IMMUNIZATION

The parent or guardian of a home-schooled child shall submit statements as required by Minnesota Statutes section 121A.15, Subds. 1, 2, 3, 4, and 12 on the appropriate Minnesota Department of Education form, to the superintendent of the school district in which the child resides by October 1 of the first year of home schooling in Minnesota and the grade 7 year.

V. TEXTBOOKS, INSTRUCTIONAL MATERIAL, STANDARD TESTS

Upon formal request as required by law, the school district will provide textbooks, (including a teacher's edition, guide, or other materials that accompany a textbook when the edition, guide, or materials are packaged physically or electronically with textbooks for student use), individualized instructional or cooperative learning materials (including teacher materials that accompany pupil materials), software or other educational technology, and standardized tests and loan or provide them for use by a home-schooled child as provided under state law. The school district is not required to expend any amount for this purpose that exceeds the amount it receives pursuant to state law for this purpose. If curriculum has both physical and electronic components, the school district will, at the request of the student or the student's parent or guardian, make the electronic component accessible to a resident student provided that the school district does not incur more than an incidental cost as a result of providing access electronically.



VI. PUPIL SUPPORT SERVICES

Upon formal request as required by law, the school district will provide pupil support services in the form of health services and counseling and guidance services to a homeschooled child as provided under state law. The school district is not required to expend an amount for any of these purposes that exceeds the amount it receives pursuant to state law.

VII. EXTRACURRICULAR ACTIVITIES

Resident pupils who receive instruction in a home school (where five or fewer students receive instruction) may fully participate in extracurricular activities of the school district on the same basis as other public school students.

VIII. SHARED TIME PROGRAMS

Enrollment in class offerings of the school district.

- A. A home-schooled child who is a resident of the school district may enroll in classes in the school district as a shared time pupil on the same basis as other nonpublic school students. The provisions of this policy shall not be determinative of whether the school district allows the enrollment of any pupils on a shared-time basis.
- B. The school district may limit enrollment of shared-time pupils in such classes based on the capacity of a program, class, grade level, or school building. The school board and administration retain sole discretion and control over scheduling of all classes and assignment of shared time pupils to classes.

IX. OPTIONAL COOPERATIVE ARRANGEMENTS

A. Activities

1. Minnesota State High School League sponsored activities (where six or more students receive instruction in the home school or the home school students are not residents of the school district).

A home school which is a member of the Minnesota State High School League may request that the school district enter into a cooperative sponsorship arrangement as provided in Minnesota State High School League bylaws. The approval of such an arrangement shall be at the discretion of the school board.

- a) The home school must become a member of the Minnesota State High School League in accordance with the rules of the Minnesota State High School League.
- b) The home school is solely responsible for any costs or fees associated with its application for and/or subsequent membership in the Minnesota State High School League.



- c) The home school is responsible for any and all costs associated with its participation in a cooperative sponsorship arrangement as well as any school district activity fees associated with the Minnesota State High School League activity.
2. Non-Minnesota State High School League activities where six or more students receive instruction in the home school.
 - a) A home schooled child may participate in non-Minnesota State High School League activities offered by the school district upon application and approval from the school board to participate in the activity and the payment of any activity fees associated with the activity. However, home school students may not be charged higher activity fees than other public school students. An approval shall be granted at the discretion of the school board.

B. Transportation Services

1. The school district may provide nonpublic non regular transportation services to a home-schooled child.
2. The school board of the school district retains sole discretion and control and management of scheduling routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, and any other matter relating to the provision of transportation services.

Legal References:

Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 120A.26 (Enforcement and Prosecution)
Minn. Stat. § 123B.49 (Extracurricular Activities Insurance)
Minn. Stat. § 121A.15 (Health Standards; Immunizations; School Children)
Minn. Stat. § 123B.36 (Authorized Fees)
Minn. Stat. § 123B.41 (Definitions)
Minn. Stat. § 123B.42 (Textbooks; Individual Instruction or Cooperative Learning Materials, Standard Tests)
Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
Minn. Stat. § 123B.86 (Equal Treatment - Transportation)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Rules Ch. 3540 (Nonpublic Schools)

Cross References:

MSBA/MASA Model Policy 509 (Enrollment of Nonresident Students)
MSBA/MASA Model Policy 510 (School Activities)

Adopted: May 24, 2004

MSBA/MASA Model Policy 304

Orig. 1995

Revised: 11/13/06; 5/22/17; 12/11/23, 5/12/25

Rev. 2025

304 SUPERINTENDENT CONTRACT, DUTIES AND EVALUATION

I. PURPOSE

- A. The purpose of this policy is to provide for the use of an employment contract with the superintendent, a position description and the use of an approved instrument to evaluate performance.

II. GENERAL STATEMENT OF POLICY

- A. The superintendent's contract shall be used to formalize the employment relationship and to specifically identify and clarify all conditions of employment with the superintendent.
- B. The specific duties for which the superintendent is accountable shall be set forth in a position description for the superintendent and shall be measured by a performance appraisal instrument approved by the school board in consultation with the superintendent. The school board shall use this instrument to periodically evaluate the performance of the superintendent.
- C. The school board may use the model contract approved by the boards of the Minnesota School Boards Association and the Minnesota Association of School Administrators as a model instrument.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: None

Adopted: June 14, 2004

MSBA/MASA Model Policy 402

Orig. 1995

Revised: 3/13/17; 2/26/17; 3/12/18; 5/12/25

Rev. 2022

402 DISABILITY NONDISCRIMINATION POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. The school district shall not discriminate against qualified individuals with disabilities because of the disabilities of such individuals in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions, and privileges of employment.
- B. The school district shall not engage in contractual or other arrangements that have the effect of subjecting its qualified applicants or employees with disabilities to discrimination on the basis of disability. The school district shall not exclude or otherwise deny equal jobs or job benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.
- C. The school district shall make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless the accommodation would impose undue hardship on the operation of the business of the school district.
- D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy, should contact the Director of Human Resources. This individual is the school district's appointed ADA/Section 504 coordinator.

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. 794 *et seq.* (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 12101 (Americans with Disabilities Act)
29 C.F.R. Part 32 (Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance)
34 C.F.R. Part 104 (Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance)

Cross References: MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)



Adopted: June 14, 2004

MSBA/MASA Model Policy 403

Orig. 1995

Revised: 5/22/17; 5/28/24; 5/12/25

Rev. 2025

403 DISCIPLINE, SUSPENSION, AND DISMISSAL OF SCHOOL DISTRICT EMPLOYEES

I. PURPOSE

The purpose of this policy is to achieve the effective operation of the school district's programs through the cooperation of all employees under a system of policies and rules applied fairly and uniformly.

II. GENERAL STATEMENT OF POLICY

The disciplinary process described herein is designed to utilize progressive steps, where appropriate, to produce positive corrective action. While the school district intends that in most cases progressive discipline will be administered, the specific form of discipline chosen in a particular case and/or the decision to impose discipline in a manner otherwise, is solely within the discretion of the school district.

III. DISCIPLINE

A. Violation of School Laws and Rules

The form of discipline imposed for violations of school laws and rules may vary from an oral reprimand to termination of employment or discharge depending upon factors such as the nature of the violation, whether the violation was intentional, knowing and/or willful and whether the employee has been the subject of prior disciplinary action of the same or a different nature. School laws and rules to which this provision applies include:

1. policies of the school district;
2. directives and/or job requirements imposed by administration and/or the employee's supervisor; and
3. federal, state and local laws, rules and regulations, including, but not limited to, the rules and regulations adopted by federal and state agencies.

B. Substandard Performance

An employee's substandard performance may result in the imposition of discipline ranging from an oral reprimand to termination of employment or discharge. In most instances, discipline imposed for the reason of substandard performance will follow a progressive format and will be accompanied by guidance, help and encouragement to improve from the employee's supervisor and reasonable time for correction of the employee's deficiency.



C. Misconduct

Misconduct of an employee will result in the imposition of discipline consistent with the seriousness of the misconduct. Conduct which falls into this category includes, but is not limited to:

1. unprofessional conduct;
2. failure to observe rules, regulations, policies and standards of the school district and/or directives and orders of supervisors and any other act of an insubordinate nature;
3. continuing neglect of duties in spite of oral warnings, written warnings and/or other forms of discipline;
4. personal and/or immoral misconduct;
5. use of illegal drugs, alcohol or any other chemical substance on the job or any use off the job which impacts on the employee's performance;
6. deliberate and serious violation of the rights and freedoms of other employees, students, parents or other persons in the school community;
7. activities of a criminal nature relating to the fitness or effectiveness of the employee to perform the duties of the position;
8. failure to follow the canons of professional and personal ethics;
9. falsification of credentials and experience;
10. unauthorized destruction of school district property;
11. other good and sufficient grounds relating to any other act constituting inappropriate conduct;
12. neglect of duty;
13. violation of the rights of others as provided by federal and state laws related to human rights.

IV. FORMS OF DISCIPLINE

A. The forms of discipline that may be imposed by the school district include, but are not limited to:

1. oral warning;



2. written warning or reprimand;
3. non-disciplinary suspension, demotion or leave of absence with pay;
4. disciplinary suspension, demotion or leave of absence without pay; and
5. dismissal/termination or discharge from employment.

B. Other forms of discipline, including any combination of the forms described in Paragraph A., above, may be imposed if, in the judgment of the administration, another form of discipline will better accomplish the school district's objective of stopping or correcting the offending conduct and improving the employee's performance.

V. PROCEDURES FOR ADMINISTERING POLICY

A. When any form of discipline is imposed, the employee's supervisor will:

1. Advise the employee of any inadequacy, deficiency or conduct which is the cause of the discipline, either orally or in writing. If given orally, the supervisor will document the fact that an oral warning was given to the employee specifying the date, time and nature of the oral warning.
2. Provide directives to the employee to correct the conduct or performance.
3. Forward copies of all writings to the administrator in charge of personnel for filing in the employee's personnel file.
4. Allow a reasonable period of time, when appropriate, for the employee to correct or remediate the performance or conduct.
5. Specify the expected level of performance or modification of conduct to be required from the employee.

B. The school district retains the right to immediately discipline, terminate or discharge an employee as appropriate, subject to relevant governing law and collective bargaining agreements when applicable.

Legal References: Minn Stat. § 122A.40 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41 (Teacher Tenure Act; Cities of the First Class)
Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)
Minn. Stat. § 122A.58 (Coaches; Termination of Duties)
Minn. Stat. § 123B.02, Subd. 14 (General Powers of Independent School Districts)
Minn. Stat. § 123B.143 (Superintendent)
Minn. Stat. § 123B.147 (Principals)

Minn. Stat. § 197.46 *et seq.* (Veterans Preference Act)

Cross References: None



Adopted: June 14, 2004

MSBA/MASA Model Policy 405

Orig. 1995

Revised: 6/14/05; 9/9/13, 9/15/15; 10/26/15; 12/11/17; 5/12/25

Rev. 2025

405 VETERAN'S PREFERENCE

I. PURPOSE

- A. The purpose of this policy is to comply with the Minnesota Veterans Preference Act (VPA), which provides preference points for veterans applying for employment with political subdivisions, including school districts, as well as additional rights for veterans in the discharge process.

II. GENERAL STATEMENT OF POLICY

- A. The school district's policy is to comply with the VPA Minnesota law regarding veteran's preference regarding veteran's preference rights and the mandating of preference points to veterans and spouses of deceased veterans or disabled veterans.
- B. The school district's policy is also to comply with the VPA requirement that no covered veteran may be removed from public employment except for incompetency or misconduct shown after a hearing upon due notice, upon stated charges, and in writing. This paragraph does not apply to the position of teacher.
- C. Veterans preference points will be applied pursuant to applicable laws as follows:
 - 1. A credit of ten points shall be added to the competitive open examination rating of a non-disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.
 - 2. A credit of fifteen points shall be added to the competitive open examination rating of a disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.
 - 3. A credit of five points shall be added to the competitive promotional examination rating of a disabled veteran, who so elects, provided that (a) the veteran obtained a passing rating on the examination without the addition of the credit points and (b) the veteran is applying for a first promotion after securing public employment.
 - 4. A preference may be used by the surviving spouse of a deceased veteran and by the spouse of a disabled veteran who, because of the disability, is unable to qualify.



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- D. Eligibility for and application of veteran’s preference, the definition of a veteran, and the definition of a disabled veteran for purposes of this policy will be pursuant to the VPA.
 - E. When notifying applicants that they have been accepted into the selection process, the school district shall notify applicants that they may elect to use veteran’s preference.
 - F. The school district’s policy is to use a 100-point hiring system to enable allocation of veteran’s preference points. The school district may or may not use a 100-point hiring system for filling teaching positions. If a 100-point hiring system is not used for filling a teaching position, preference points will not be added, but all veteran applicants who have proper licensure for the teaching position will be granted an interview for the position.
 - G. If the school district rejects a member of the finalist pool who has claimed veteran’s preference, the school district shall notify the finalist in writing of the reasons for the rejection and file the notice with the school district’s personnel officer.
 - H. In accordance with the VPA, no honorably discharged veteran shall be removed from a position of employment except for incompetency, misconduct, or good faith abolishment of position.
 - 1. Incompetency or misconduct must be shown after a hearing, upon due notice, upon stated charges, in writing.
 - 2. A veteran must irrevocably elect to be governed either by the VPA or by arbitration provisions set forth in a collective bargaining agreement in the event of a discharge.
 - I. The VPA and the provisions of this policy do not apply to the position of private secretary, superintendent, head of a department, or any person holding a strictly confidential relation to the school board or school district. The VPA and the provisions of this policy apply to teachers only with respect to the hiring process, as set forth in Paragraph F., above.

Legal References: Minn. Stat. § 43A.11 (Veteran’s Preference)
Minn. Stat. § 197.455 (Veteran’s Preference Applied)
Minn. Stat. § 197.46 *et seq.* (Veteran’s Preference Act)
Hall v. City of Champlin, 463 N.W.2d 502 (1990)
Young v. City of Duluth, 410 N.W.2d 27 (Minn. Ct App. 1987)

Cross References: MSBA/MASA Model Policy 401 (Equal Employment Opportunity)



Adopted: December 8, 1997

MSBA/MASA Model Policy 407

Orig. 1995

Revised: 6/14/04; 2/26/17; 3/12/18, 5/12/25

Rev. 2012

407 EMPLOYEE RIGHT TO KNOW – EXPOSURE TO HAZARDOUS SUBSTANCES

I. PURPOSE

The purpose of this policy is to provide school district employees a place of employment and conditions of employment free from recognized hazards that are likely to cause death or serious injury or harm.

II. GENERAL STATEMENT OF POLICY

The policy of this school district is to provide information and training to employees who may be “routinely exposed” to a hazardous substance, harmful physical agent, infectious agent, or blood borne pathogen.

III. DEFINITIONS

- A. “Commissioner” means the Minnesota Commissioner of Labor and Industry.
- B. “Routinely exposed” means that there is a reasonable potential for exposure during the normal course of assigned work or when an employee is assigned to work in an area where a hazardous substance has been spilled.
- C. “Hazardous substance” means a chemical or substance, or mixture of chemicals and substances, which:
 1. is regulated by the Federal Occupational Safety and Health Administration under the Code of Federal Regulations; or
 2. is either toxic or highly toxic; an irritant; corrosive; a strong oxidizer; a strong sensitizer; combustible; either flammable or extremely flammable; dangerously reactive; pyrophoric; pressure-generating; compressed gas; carcinogen; teratogen; mutagen; reproductive toxic agent; or that otherwise, according to generally accepted documented medical or scientific evidence, may cause substantial acute or chronic personal injury or illness during or as a direct result of any customary or reasonably foreseeable accidental or intentional exposure to the chemical or substance; or
 3. is determined by the commissioner as a part of the standard for the chemical or substance or mixture of chemicals and substances to present a significant risk to worker health and



safety or imminent danger of death or serious physical harm to an employee as a result of foreseeable use, handling, accidental spill, exposure, or contamination.

- D. “Harmful physical agent” means a physical agent determined by the commissioner as a part of the standard for that agent to present a significant risk to worker health or safety or imminent danger of death or serious physical harm to an employee. This definition includes but is not limited to radiation, whether ionizing or nonionizing.
- E. “Infectious agent” means a communicable bacterium, rickettsia, parasites, virus, or fungus determined by the commissioner by rule, with approval of the commissioner of health, which according to documented medical or scientific evidence causes substantial acute or chronic illness or permanent disability as a foreseeable and direct result of any routine exposure to the infectious agent. Infectious agent does not include an agent in or on the body of a patient before diagnosis.
- F. “Blood borne pathogen” means a pathogenic microorganism that is present in human blood and can cause disease in humans. This definition includes, but is not limited to, hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

IV. TARGET JOB CATEGORIES

Annual training will be provided to all full and part-time employees who are “routinely exposed” to a hazardous substance, harmful physical agent, infectious agent, or blood borne pathogen as set forth above.

V. TRAINING SCHEDULE

Training will be provided to employees before beginning a job assignment as follows:

- A. Any newly-hired employee assigned to a work area where he or she is determined to be “routinely exposed” under the guidelines above.
- B. Any employee reassigned to a work area where he or she is determined to be “routinely exposed” under the above guidelines.

Legal References: Minn. Stat. Ch. 182 (Occupational Safety and Health)
Minn. Rules Ch. 5205 (Occupational Safety and Health Standards)
Minn. Rules Ch. 5206 (Hazardous Substances; Employee Right to Know Standards)
29 C.F. R. § 1910.1050, App. B (Substance Technical Guidelines)

Cross References: MSBA/MASA Model Policy 420 (Students and Employees with Sexually Transmitted Infections and Diseases and Certain Other Communicable Diseases and Infectious Conditions)
MSBA/MASA Model Policy 807 (Health and Safety Policy)

Adopted: October 28, 1996

Revised: 11/8/04; 12/11/17; 5/12/25

409 STAFF PARTICIPATION IN POLITICAL ACTIVITIES

I. PURPOSE

The purpose of this policy is to recognize employee rights related to participation in political activities.

II. GENERAL STATEMENT OF POLICY

The Board of Education recognizes that employees of South St. Paul Public Schools have the same functional civic responsibilities and privileges as other citizens. Among these are campaigning for an elective public office and holding an elective or appointive public office.

Any employee who intends to campaign for an elective public office, and his/her participation would interfere with the employee's performance of duties, shall notify the superintendent or his/her designee, in writing, as early as possible of the office which he/she intends to seek.

In connection with campaigning, whether for their own candidacy or for another candidate, group of candidates or issue(s), no employee shall use school district facilities, equipment, electronic transmissions or supplies. The employee shall not discuss the campaign with school district personnel or students to wear or display support for any specific candidate, group of candidates or issue, nor shall the employee use any time during the workday for campaigning purposes.

Adopted: September 25, 2006

Revised: 10/26/09, 10/26/15; 8/14/17; 5/12/25

436 NEPOTISM

I. PURPOSE

The purpose of this policy is to establish consistent employment guidelines and to prevent situations where an individual may have or be perceived to have unfair influence over the career development, work assignments or work direction, performance reviews, or compensation of a family member who is also employed by South St. Paul Schools.

II. GENERAL STATEMENT OF POLICY

- A. The District may employ family members of current employees. To be hired, transferred or promoted, immediate family members may *not*:
 - 1. Be assigned to positions where one can directly impact the employment conditions or career of the other. This includes decisions involving hiring, termination, compensation, performance evaluation, discipline, promotional opportunities and work assignments; or
 - 2. Be assigned to positions where one reports to, directs the work of, or otherwise has direct supervision of another immediate family member.
- B. This policy shall apply to all employees. Exceptions to this policy may occur, with prior approval from the Superintendent or designee; for seasonal coaches, temporary employees (assignments less than 60 days) or summer help. In all cases, District selection and hiring protocols and procedures are to be followed.
- C. This policy shall be interpreted and applied consistently with mandates of federal and state equal employment opportunity and discrimination laws.

III. DEFINITIONS

- A. “Immediate Family Member.” An immediate family member is a: parent or guardian, spouse, child, sibling, grandmother, grandfather, grandchildren, stepchild, step-mother, step-father, step-sister and step-brother, father and mother-in-law, daughter and son-in-law, brother and sister-in-law, or a member of the employee’s household.



- B. “Direct and Indirect” supervision means the authority to make, participate in, or recommend employment and/or compensation-related decisions involving an immediate family member, including, but not limited to, decisions concerning hiring, promotion, transfer, discipline, termination, salary, evaluation, grievance resolution, or other similar personnel actions.

IV. ADDRESSING EXISTING CONFLICTS AND CHANGES IN RELATIONSHIP BETWEEN EMPLOYEES

- A. The Department of Human Resources will be responsible for implementing the provisions of this policy based upon the information furnished by applicants and employees.
- B. Any school district employee involved in a direct or indirect supervision relationship with an immediate family member that existed prior to the original approval date of this policy or that arises after the adoption of this policy shall promptly notify the Director of Human Resources of such relationship.
- C. Applicant/employee is responsible and accountable for providing accurate and complete information regarding the identity of his/her “immediate family members” on disclosure forms/statements, including, but not limited to, those required for employment, assignment, transfer, or promotion.
- D. Employees witnessing nepotism under this policy shall report such activity to the Director of Human Resources. No employee may be subject to reprimand or disciplinary action for good faith reports under this policy.
- E. The District reserves the right to modify the employment relationship by whatever means necessary.

V. COMPLIANCE WITH EQUAL OPPORTUNITY AND DISCRIMINATION LAWS

- A. Nothing in this policy shall be construed as discouraging the employment of close family members of current employees for positions that do not involve direct supervision by a close family member.



Adopted: April 17, 2000

MSBA/MASA Model Policy 806

Orig. 1999

Revised: 1/24/05; 9/26/05; 2/26/17; 3/12/18; 1/13/20
1/8/24; 5/12/25

Revised 2014

806 CRISIS MANAGEMENT POLICY

I. PURPOSE

This policy serves as a guide for the school district, building administrators, employees, students, school board members and community members regarding potential crisis situations. Each school building maintains, at the site, emergency management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation in the district.

The school district will, to the extent possible, engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their building-specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis situation.

II. GENERAL STATEMENT OF POLICY INFORMATION

The school district's Emergency Management Plan has been created in consultation with local community response agencies and other appropriate individuals and groups likely to be involved in assisting with a school emergency. It is designed so that each building administrator can tailor an emergency management plan to meet that building's specific situation and needs.

The school district administration and/or the administration of each building shall create and annually review and update building-specific emergency management plans.

III. GENERAL EMERGENCY PROCEDURES

- A. The school's emergency procedures include general emergency plans for securing the building, classroom evacuation, building evacuation, campus evacuation, and sheltering. These districtwide procedures may be modified by a building principal when creating the building-specific emergency management plans. The plans should designate the individual(s) who will determine when these actions will be taken and must include assigned duties for employees.

IV. EMERGENCY MANAGEMENT PLAN ELEMENTS

- A. In the event of an emergency, the principal or administration will immediately or as soon as safely practicable contact the superintendent or designee with the status of the emergency situation and begin implementation of the emergency plan as determined by the assessment of the situation.



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- B. The superintendent or designee will implement a command team if the emergency necessitates such action. The team will take action as required.
- C. The school's emergency procedures will be kept on the district's server in each building, and be readily available in the school buildings to address the potential emergencies, including but not limited to:
- Unidentified/Unauthorized Person
 - Armed person
 - Hostage Situation
 - Evacuation to Offsite Location
 - Severe Weather
 - Bomb Threat
 - Bus Accident
 - Hostage
 - Suicide, Suicide Threats, and Student or Staff Death at School or Elsewhere
 - Allergic Reaction
 - Drug Overdose & Other Medical Emergencies
 - Assault
 - Sexual Assault
 - Missing or Abducted Student
 - Utility Incidents
 - Hazardous Materials Spill
 - Suspicious Package or Material
 - Other Emergencies as Determined to be Necessary
- D. In addition, the school's emergency procedures will address the following plans and documents:
- Lockdown Procedures
 - Hold Procedures
 - Secure Procedures
 - Evacuation/Relocation Procedures
 - Shelter-In-Place Procedures
 - Reunification Procedures
 - Media Procedures
 - Post-Crisis Procedures
 - Staff Training
 - Facility Diagrams
 - Off-site Locations
 - Emergency Contacts



E. Emergency Response Teams:

The building administrator in each school building will identify an emergency response team trained to respond in an emergency.

1. Composition: All team members will be trained to carry out the building's emergency management plan and have knowledge of procedures, evacuation routes and safe areas. Team members must be willing to be actively involved with resolving crises and be available to assist when necessary. Each building will maintain a current list of crisis response team members and update it annually or as changes occur. A copy of the list will be kept on file on the district server.
2. Leadership: The building administrator or designee serves as the leader of the crisis response team and the primary contact for emergency response officials. When they are present, emergency response agents may elect to take command and control of the situation. It is critical in this situation that school officials assume a resource role and are available to the emergency response personnel.

V. TRAINING AND PREPARATION FOR EMERGENCIES

- A. The district administration will ensure that proper training and response preparation for emergencies occurs on an ongoing basis. The building principal is responsible for training school employees and students on emergency response procedures at each site.
- B. Required school safety drills will be coordinated at each site by the building principal in cooperation with local emergency management agencies, such as the School Resource Officer(s). Each building will conduct at least five lockdown drills, five fire drills, and one severe weather drill annually.
 1. Fire Drills: All drills will be documented and shall include the drill date and the time required to evacuate the building.
 2. Lockdown Drills: A lockdown drill is designed to teach students and staff how to respond in the event of a situation that requires locking-down the building. A lockdown drill is not a simulation, and may not include any sensorial components, activities, or elements that mimic a real-life emergency. Lockdown drills must be:
 - a) Accessible.
 - b) Developmental and age appropriate, including using appropriate language and vocabulary.
 - c) Culturally aware.
 - d) Trauma-informed.



- e) Inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.
3. In addition, lockdown drills must:
- a) Include a reasonable amount of time to debrief with students afterward.
 - b) Allow students to access any mental health services available on campus.
 - c) Not be combined with any other type of emergency preparedness drill.
 - d) Be accompanied by an announcement using age-appropriate language, informing students and staff that it is a drill and there is no danger.
 - e) Include notice at least 24 hours in advance to parents and guardians, and allow them to opt their students out of participating.

At a regularly scheduled Board meeting, the Board must consider the effect of active shooter drills on the safety of students and staff, and the effect of active shooter drills on the mental health and wellness of students and staff.

Active shooter simulations, which include functional exercises and may incorporate sensorial components, activities, or elements mimicking a real-life shooting, shall not include student participation or be conducted during regular school hours. An active shooter simulation is not an active shooter drill or a lockdown.

Severe Weather Drills: Principals or their designee will annually review the sheltering plan and verify during the drill that it continues to meet the needs of the building, including shelter area capacity.

4. Violence Prevention: Secondary School students must be provided at least one standard class period of violence prevention training annually. The training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students:
- a) How to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;
 - b) The importance of taking threats seriously and seeking help; and
 - c) The steps to report dangerous, violent, threatening, harmful, or potentially harmful activity.

C. Communication: District administration will develop and implement the following communication procedures:

1. Uniform warning system
2. School closure due to emergency
3. Notification of school staff, students and families, community and media
4. Student victims of criminal offenses at or on school property.

Legal References: Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster, State Assistance)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 299F.30 (Fire Drill in School)
Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.02 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property) Minn. Rules Part 7510 (Fire Safety)

Cross References: MSBA/MASA Model Policy 307 (Emergency Closing of Schools)
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)
<https://dps.mn.gov/divisions/sfm/documents/2011comprehensiveschoolsafetyguide.pdf>



SOUTH ST. PAUL PUBLIC SCHOOLS
School Board Agenda Item

Meeting Date: May 12, 2025
Place on Agenda: Special Board Meeting Agenda
Action Requested: Review Only
Attachment: 506, 617, 620, 624, 404, 406, 408, 410, 413

Topic: Policy Review – Second Reading
Presenter(s): Board Chair
Background: <p>In accordance with School District Policy #208, policies under review must be placed on two consecutive School Board meeting agendas to allow for review and comment by board members, staff, and community members. At the third meeting and beyond, the policies may be brought forward for final approval. The policies listed on this agenda were reviewed by the Board Policy Committee during their first readings on April 9 and May 6, 2025. The second reading is taking place at this meeting, with final review and approval scheduled for May 27, 2025.</p> <p><i>Note: While no policies on this agenda fall under this exception, Policy #208 provides that if a policy is modified with only minor changes that do not affect its substance, or if changes are made due to legal requirements over which the School Board has no control, the revised policy may be approved at a single meeting at the Board's discretion.</i></p>
Recommendation: Review only.
Alternatives: N/A

Passionate Learners Positively Changing Our World

Adopted: October 5, 1993

MSBA/MASA Model Policy 506

*Revised: 1/24/05; 10/10/05; 11/28/11; 9/9/13; 4/28/14; 5/9/16; 5/22/17;
9/10/18; 1/13/20; 6/26/23; 7/22/24*

Orig. 1995

Rev. 2024

506 STUDENT DISCIPLINE

I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others, and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56.

In view of the foregoing and in accordance with Minnesota Statutes section 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community



members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

III. DEFINITIONS

- A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under **Minnesota Statutes**, sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).
- B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

IV. POLICY

- A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.
- B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.
- C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.
- D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:
 - 1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;



2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and
3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

V. AREAS OF RESPONSIBILITY

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.
- C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent bodily harm or death to the student or another. A principal shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.
- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. A teacher, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent bodily harm or death to the student or another. A teacher shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat,



neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or another. A school employee, which does not include a school resource officer, shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

For the purpose of Minnesota Statutes, section 121A.582 (Student Discipline; Reasonable Force), a school resource officer, as defined in Minnesota Statutes, section 626.8482, subdivision 1, paragraph (c) is not a school employee or agent of the district.

- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.
- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.
- I. Reasonable Force Reports
1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).
 2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent bodily harm or death to the student or another



that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).

3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

VI. STUDENT RIGHTS

All students have the right to an education and the right to learn.

VII. STUDENT RESPONSIBILITIES

All students have the responsibility:

- A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;
- B. To attend school daily, except when excused, and to be on time to all classes and other school functions;
- C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;
- D. To make necessary arrangements for making up work when absent from school;
- E. To assist the school staff in maintaining a safe school for all students;
- F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;
- G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;
- H. To be aware of and comply with federal, state, and local laws;
- I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- J. To respect and maintain the school's property and the property of others;
- K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;



- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others.

VIII. CODE OF STUDENT CONDUCT

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.
 - 1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism.
 - 2. The use of profanity or obscene language, or the possession of obscene materials;
 - 3. Gambling, including, but not limited to, playing a game of chance for stakes;
 - 4. Violation of the school district's Hazing Prohibition Policy;
 - 5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
 - 6. Violation of the school district's Student Attendance Policy;
 - 7. Opposition to authority using physical force or violence;
 - 8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment;



Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;

9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);
11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
13. Violation of the school district's Weapons Policy;
14. Violation of the school district's Violence Prevention Policy;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
19. Violation of any local, state, or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
21. Violation of the school district's Internet Acceptable Use and Safety Policy;



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22. Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy;
 23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
 24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
 25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
 26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
 27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;
 28. Possession or distribution of slanderous, libelous, or pornographic materials;
 29. Violation of the school district's Bullying Prohibition Policy;
 30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;
 31. Criminal activity;
 32. Falsification of any records, documents, notes, or signatures;
 33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
 34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;
 35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;
 36. Violation of the school district's Harassment and Violence Policy;



37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;
43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;
44. Violation of the school district's one-to-one device rules and regulations;
45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

IX. RECESS AND OTHER BREAKS

- A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.
- B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.
- C. The school district must not use recess detention unless:



1. a student causes or is likely to cause serious physical harm to other students or staff;
 2. the student's parent or guardian specifically consents to the use of recess detention; or
 3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.
- D. The school district must not withhold recess from a student based on incomplete schoolwork.
- E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.
- F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.
- G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

X. DISCIPLINARY ACTION OPTIONS

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district code of conduct, rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;
- D. Parent conference;
- E. Removal from class;



- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Saturday School and/or before or after school detention;
- S. Expulsion under the Pupil Fair Dismissal Act;
- T. Exclusion under the Pupil Fair Dismissal Act; and/or
- U. Restorative justice
- V. Other disciplinary action as deemed appropriate by the school district.

XI. REMOVAL OF STUDENTS FROM CLASS

- A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, a teacher will consult with the building principal or principal designee about the potential removal of the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:



1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another.

- B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.
- C. Procedures for Removal from Class:
 1. A student will be removed from class only upon agreement of the appropriate teacher and Principal or Principal's designee after an informal administrative conference with the pupil. The decision to remove a student will ultimately be the responsibility of the Principal or Principal's designee.
 2. The length of time of the removal will be at the discretion of the Principal or the Principal's designee after consultation with the teacher, but will not exceed five (5) class or activity periods per incident.
 3. Removal from class may be imposed without an informal administrative conference when a student is causing and/or appears to be causing a serious disruption or appears to be creating an immediate and substantial danger to himself/herself or to person(s) or property.
 4. In removing a student from class, a District employee may use reasonable force, if necessary, in compliance with Minnesota Statutes section 121A.582 and other laws.



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- D. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher and may not exceed five class periods for a violation of a rule of conduct.
- E. Students who are removed from class will be supervised by a District staff member. The assigned District staff member will determine where the student will go when removed, how they will get to their designated destination, and what the student will do when and while removed.
- F. Return to Class after Removal:
1. Students will return to class upon completion of the terms of the removal established at the informal administrative conference referenced in section II.B.3.
- G. Procedures for Notifying a Student and the Student's Parents or Guardian of Violation of the Rules of Conduct and of Resulting Disciplinary Actions;
1. The principal or principal's designee will determine the need for and method of notification to parent or guardian.
 2. After the student has been removed from class more than ten (10) times in one school year, the principal or designee will notify the student's parent and guardian and request that the parent or guardian meet with the site administrators to discuss the problem that is causing the student to be removed from class.
- H. Students on an Individual Education Plan (IEP) The principal or designee will determine whether the student's removal from class requires a meeting to review the adequacy of the student's current Individual Education Plan (IEP) or whether there is a need for further assessment. If it is determined such a meeting is necessary, the student's case manager will schedule and provide appropriate notices of such meeting.
1. Any procedures determined appropriate for referring students in need of special education services to those services.
- I. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.
1. Every school has a chemical abuse preassessment team pursuant to Minnesota Statutes, section 121A.26. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
 2. 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.



3. Any public school teacher, who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled substance while on the school premises or involved in school-related activities, shall immediately notify the school's chemical abuse preassessment team of this information pursuant to Minnesota Statutes, section 121A.29.

XII. DISMISSAL

- A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to use non exclusionary disciplinary policies and procedures before dismissal proceedings, or pupil withdrawal agreements, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

The use of exclusionary practices for early learners as defined in Minnesota Statutes, section 121A.425 is prohibited. The use of exclusionary practices to address attendance and truancy issues is prohibited.

- B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:
 1. Willful violation of any reasonable school board regulation, including those found in this policy;
 2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
 3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.
- C. Disciplinary Dismissals Prohibited
 1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:
 - a) A preschool or prekindergarten program, including an early childhood family education, school readiness, school readiness plus, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or



- b) kindergarten through Grade 3.
2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.
3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under **n** Nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. Suspension Procedures

1. "Suspension" means an action by the school administration, under rules promulgated by the **s** School **b** Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.
2. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.
3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the pupil's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.
4. The definition of suspension under under Minnesota Statutes, section [121A.41, subdivision 10](#), does not apply to a student's dismissal from school for one school day or less, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a



parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed. A copy of the procedural safeguards will be given to the parent/guardian when the decision is made to make a removal that constitutes a change of placement of a child with a disability because of a violation of a code of student conduct.
6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under 123A.05 selected to allow the pupil to progress toward meeting graduation standards under Minn. Stat. § 120B.02, although in a different setting.
7. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities



have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

8. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:
 - a) strongly encourage a parent or guardian of the student to attend school with the student for one day;
 - b) assign the student to attend school on Saturday or before or after school as supervised by the principal or the principal's designee; and
 - c) petition the juvenile court that the student is in need of services under Minn. Stat. Ch. 260C.
 9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)
 10. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
 11. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
 12. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) consecutive school days.
- E. Expulsion and Exclusion Procedures:
1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.



2. “Exclusion” means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes section 121A.40-121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district’s intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes section 121A.40-121A.56; describe disciplinary practices accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student’s own choosing, including legal counsel at the hearing; (2) examine the student’s records before the hearing; (3) present evidence; and (4) confront and cross examine witnesses. The school district must advise the student’s parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) and is posted on its website.
6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student’s own choosing, including legal counsel, at the student’s sole expense. The school district shall advise the student’s parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.



10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.



19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

XIII. ADMISSION OR READMISSION PLAN

A school administrator must prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan must include measures to improve the student's behavior, which may include completing a character education program consistent with Minnesota Statutes section 120B.232, Subd. 1, social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions. The plan must include reasonable attempts to obtain parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XIV. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each exclusion or expulsion, each physical assault of a school district employee by a pupil, and each pupil withdrawal agreement within thirty (30) days of the effective date of the dismissal action, pupil withdrawal, or assault, to the MDE Commissioner. This report must include a statement of the nonexclusionary disciplinary practices, or other sanction, intervention, or resolution in response to the assault given to the pupil and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the pupil's age, grade, gender, race, and special education status.



XV. STUDENT DISCIPLINE RECORDS

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minn. Stat. § Ch. 13.

XVI. STUDENTS WITH DISABILITIES

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

XVII. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minnesota Statutes section 124D.03) or Enrollment in Nonresident District (Minnesota Statutes section 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minn. Stat. Ch. 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XVIII. DISCIPLINE COMPLAINT PROCEDURE



Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;
2. provide an opportunity for involved parties to submit additional information related to the complaint;
3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;
4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;
5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and
6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

XIX. DISTRIBUTION OF POLICY

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

XX. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.



Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Pre Assessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.58 (Corporal Punishment; Prone Restraint; And Certain Physical Holds)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.60 (Definitions)
Minn. Stat. -121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.611 (Recess and Other Breaks)
Minn. Stat. §§ 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. Ch.125A (Special Education and Special Programs)
Minn. Stat. § 152.22 Subd. 6 (Definitions)
Minn. Stat. § 152.23 (Limitations)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Safety and Placement)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References:

MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 505 (Distribution of Non-School-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 507.5 (School Resource Officers)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
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 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)

MSBA/MASA Model Policy 610 (Field Trips)

MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)

MSBA/MASA Model Policy 711 (Video Recording on School Buses)

MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)



Adopted:

MSBA/MASA Model Policy 617

Orig. 1998

Rev. 2023

617 EARLY ADMISSION

I. PURPOSE

The purpose of this policy is to provide information and guidance to families and professional staff for a student who has not met the age requirements established in statute.

II. GENERAL STATEMENT OF POLICY

Pursuant to Minnesota Statute 2012, Section 124D.02, subdivision 1, South St. Paul Public School provides early admission for a student.

- A. The policy is to fully comply with Minnesota Statute 124.D.02 requiring the school district to have a board-approved policy for early admission to kindergarten for students.
- B. Enrollment eligibility for Kindergarten and Early Admission Kindergarten:
 1. Kindergarten enrollment eligibility: children must be a minimum of five (5) years of age by September 1 of the current school year.
 2. Early Admission Kindergarten enrollment eligibility: children currently four (4) in the current school year, turning five (5) between September 2 through October 31, the parent/guardian may request consideration for fall enrollment into kindergarten through the early admission process.
- C. A child's parent/ guardian must submit an early admission application, found on the district website, to the district. A child's early childhood screening must be completed before an Early Admission to Kindergarten can be submitted.
- D. The district will approve procedures that establish a comprehensive evaluation for early admission to kindergarten. These procedures will include how the district will:
 1. Determine the child's academic, social, and emotional readiness for kindergarten.
 2. Determine the child's ability to meet kindergarten grade expectations.
- E. Testing and observation of the child will be used to determine placement. The comprehensive evaluation will use valid and reliable instruction aligned with Minnesota's kindergarten expectations.



- F. Costs associated with individual student testing will be the responsibility of the student's parent/guardian. Fee waivers are available for families that qualify for educational benefits.
- G. Final decision for determining early admission will be made by the district screening team after the evaluation is concluded.
- H. Enrollment eligibility for first grade:
 - 1. Grade one enrollment eligibility: children, in general, must be six (6) years of age by September 1 of the current school year.
 - 2. Early Admission to grade one enrollment eligibility: children currently five (5) in the current school year, turning six (6) between September 2 through October 31, where a student has not successfully completed a kindergarten program must go through a grade acceleration process for early admission to grade one.

III. Probationary Period

All early admission placements are subject to available space in the classrooms and will be considered probationary for a period outlined in the guidelines.

IV. Compulsory School Attendance

All students shall be governed by Minnesota Statute 120A.22, Compulsory Instruction which states that children between the ages of 7 and 17 years of age must receive instruction unless the child has graduated. In addition, every child under the age of seven who is enrolled in a kindergarten program shall receive instruction.

V. Appeals Process

The decision of the district screening team is final and cannot be appealed.

Legal References: Minn. Stat. § 124D.02 (Kindergarten Enrollment)
Minn. Stat. § 120B.15 (Gifted and Talented)
Minn. Stat. § 120A.20 (Admission to Public School)
Minn. Stat. § 120A.22 (Compulsory Instruction)

Cross References: resident and nonresident student enrollment?



Adopted: January 26, 2009

Revised: 3/23/15; 3/12/18

617 EARLY ENTRANCE

I. PURPOSE

The purpose of this policy is to provide guidelines for the consideration of early entrance for students in kindergarten, or for Voluntary Pre-Kindergarten preschool programming.

II. GENERAL STATEMENT OF POLICY

The admission of students will be in accordance with M.S. 120A.20, Subd. 1 – Admission to Public School.

- A. No child will be admitted to school as a kindergarten student unless that child is five years of age on or before September 1 of the school year for which admission is sought.
- B. Children who become five years of age on September 2 through November 1 of the school year for which admission is requested, may enroll in kindergarten based upon the successful completion of an assessment process. Early admission procedures will guide the final recommendation for acceptance of the child. The cost of the assessment for early entrance is the responsibility of the parent/guardian unless such an expense is determined to be a hardship.
- C. A kindergarten child moving into the school district during the school year from another district that does not have identical entrance requirements, may be allowed to continue his/her education in this school district.
- D. No child will be admitted to school as a first grade student unless that child is at least six years of age on or before September 1 of the year for which admission is requested, or has completed a full year of kindergarten taught by a licensed kindergarten teacher and is six on or before December 31 of the year for which admission is requested.
- E. If a child is entering kindergarten or first grade, his/her parent/guardian is required to provide proof of the child's age through one of the following documents; an original or copy of the student's legal birth certificate, an original valid passport, an original verified baptismal certificate, or the original affidavit of a natural parent/guardian.
- F. The District will publish information concerning enrollment in school through the local newspaper, elementary building newsletters, and by direct mailing.



- III. To align with enrollment to kindergarten expectations for five years of age by September 1, no child will be admitted to Voluntary Pre-Kindergarten/SSP Community Preschool as a preschool student unless the child is four years of age on or before September 1 of the school year for which admission is sought.
- A. Children who become four years of age on September 2 through November 1 of the school year for which admission is requested, may enroll in Voluntary PreKindergarten/Preschool based upon the successful completion of an assessment process. Early admission procedures will guide the final recommendation for acceptance of the child. The cost of the assessment for early entrance is the responsibility of the parent/guardian unless such an expense is determined to be a hardship.

Legal References: Minn. Stat. § 120A.20 (Age Limitations; pupils)
Minn. Stat. § 120A.05 (Kindergarten)
Minn. Stat. § 120B.15 (Gifted and Talented)



Adopted: April 11, 2005

MSBA/MASA Model Policy 620

Orig. 1998

Revised: 6/26/06; 9/22/08; 4/24/17; 9/11/17

Rev. 2024 3 (Oct) 15

620 CREDIT FOR LEARNING

I. PURPOSE

The purpose of this policy is to recognize student achievement which occurs in PostSecondary Enrollment Options, other advanced enrichment programs and also to recognize student achievement in other schools. This policy recognizes student achievement that occurs in postsecondary enrollment option and other advanced enrichment programs. This policy also recognizes student achievement that occurs in other schools, in alternative learning sites, and in out-of-school experiences such as community organizations, work-based learning, and other educational activities and opportunities. This policy addresses transfer of student credit from out-of-state, private, or home schools and online learning programs and to address how the school district will recognize student achievement obtained outside of the school district.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to develop and provide processes and procedures by which students may meet a graduation requirement whether the school district offers the course in its curriculum or the student accomplishes the work in another learning environment. The school district will provide a process for transfer of course credits completed in another Minnesota school district, recognition of work completed in other schools and post-secondary institutions.

The policy of the school district is to provide a process for awarding students credit toward graduation requirements for credits and grades students complete in other schools, postsecondary or higher education institutions, other learning environments, and online courses and programs.

III. TRANSFER OF COURSE CREDITS DEFINITIONS

- A. The school district will transfer high school credits achieved in earlier grades or in other schools to the student's record upon admission, completion of a summer school program or the like. "Accredited school" means a school that is accredited by an accrediting agency, recognized according to Minnesota Statutes, section 123B.445 or recognized by the Commissioner of the Minnesota Department of Education (Commissioner).
- B. When a student transfers into the school district from another Minnesota public school district, any courses completed in the sending school district, along with scores recorded by the sending district, shall be recorded as completed with a notation indicating the identity of the school district from which the records are transferred.



"Concurrent enrollment" means nonsectarian courses in which an eligible pupil under Minnesota Statutes, section 124D.095, subdivision 5 or 5b, enrolls to earn both secondary and postsecondary credits, are taught by a secondary teacher or a postsecondary faculty member, and are offered at a high school for which the district is eligible to receive concurrent enrollment program aid under Minnesota Statutes, section 124D.091.

C. Students may be advised of the opportunities available to complete further requirements and electives. "Course" means a course or program.

D. "Eligible institution" means a Minnesota public postsecondary institution, a private, nonprofit two-year trade and technical school granting associate degrees, an opportunities industrialization center accredited by an accreditor recognized by the United States Department of Education, or a private, residential, two-year or four-year, liberal arts, degree-granting college or university located in Minnesota.

E. "Nonpublic school" is a private school or home school in which a child is provided instruction in compliance with the Minnesota compulsory attendance laws.

F. "Weighted grade" is a letter or numerical grade that is assigned a numerical advantage when calculating the grade point average.

IV. **POST-SECONDARY ENROLLMENT CREDIT TRANSFER OF CREDIT FROM OTHER SCHOOLS**

A. A student who satisfactorily completes a post-secondary enrollment options course or program or on-line learning course or program under Minn. Stat. § 124D.09, that has been approved as meeting the necessary requirements, is not required to complete other requirements adopted by the school district corresponding to that specific rigorous course of study.

Transfer of Academic Requirements from Other Minnesota Public Secondary Schools

1. The school district will accept and transfer secondary credits and grades awarded to a student from another Minnesota public secondary school upon presentation of a certified transcript from the transferring public secondary school evidencing the course taken and the grade and credit awarded.

2. Credits and grades awarded from another Minnesota public secondary school may be used to compute honor roll and/or class rank if a student has earned at least [insert number] credits from the school district.

B. Secondary credits granted to a student through a post-secondary enrollment options course or program or on-line learning course or program that meets or exceeds a graduation standard or requirement shall be counted toward graduation and credit requirements.

Transfer of Academic Requirements from Other Schools



1. The school district will accept secondary credits and grades awarded to a student for courses successfully completed at a public school outside of Minnesota or an accredited nonpublic school upon presentation of a certified transcript from the transferring public school in another state or nonpublic school evidencing the course taken and the grade and credit awarded.
 - a. When a determination is made that the content of the course aligns directly with school district graduation requirements, the student will be awarded commensurate credits and grades.
 - b. Commensurate credits and grades awarded from an accredited nonpublic school or public school in another state may be used to compute honor roll and/or class rank if a student has earned at least 18 credits from the school district.
 - c. In the event the content of a course taken at an accredited nonpublic school or public school in another state does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements. Credit that does not fully align with the school district's high school graduation requirements will not be used to compute honor roll and/or class rank.
 - d. If no comparable course is offered by the school district for which high school graduation credit would be provided, no credit will be provided to the student.
2. Students transferring from a non-accredited, nonpublic school shall receive credit from the school district upon presentation of a transcript or other documentation evidencing the course taken and grade and credit awarded.
 - a. Students will be required to provide copies of course descriptions, syllabi, or work samples for determination of appropriate credit. In addition, students also may be asked to provide interviews/conferences with the student and/or student's parent and/or former administrator or teacher; review of a record of the student's entire curriculum at the nonpublic school; and review of the student's complete record of academic achievement.
 - b. Where the school district determines that a course completed by a student at a non-accredited, nonpublic school is commensurate with school district graduation requirements, credit shall be awarded, but the grade shall be "P" (pass).
 - c. In the event the content of a course taken at an non-accredited, nonpublic school does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation Requirements.



d. If no comparable course is offered by the school district for which local high school graduation credit would be provided, no credit will be provided to the student.

e. Credit and grades earned from a non-accredited nonpublic school shall not be used to compute honor roll and/or class rank.

C. PSEO students will be provided access to SSP Secondary Building during regular school hours and have access to the same technology as all SSP Secondary students in their grade level. A student must provide the school with a copy of the student's grades in each course taken for secondary credit under this policy, including interim or non final grades earned during the academic term.

D. A list of the courses or programs meeting the necessary requirements may be obtained from the school district.

V. POSTSECONDARY ENROLLMENT CREDIT

A. A student who satisfactorily completes a postsecondary enrollment options course or program under Minnesota Statutes, section 124D.09 that has been approved as meeting the necessary requirements is not required to complete other requirements of the academic standards corresponding to that specific rigorous course of study.

B. Secondary credits granted to a student through a postsecondary enrollment options course or program must be counted toward the graduation requirements and subject area requirements of the district.

1. Course credit will be considered by the school district only upon presentation of a certified transcript from an eligible institution evidencing the course taken and the grade and credit awarded.
2. Seven quarter or four semester postsecondary credits shall equal at least one full year of high school credit. Fewer postsecondary credits may be prorated.
3. When a determination is made that the content of the postsecondary course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
4. In the event the content of the postsecondary course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.



5. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner, who shall determine the number of credits that shall be granted to a student.
 6. When secondary credit is granted for postsecondary credits taken by a student, the school district will record those credits on the student's transcript as credits earned at a postsecondary institution.
- C. A list of the courses or programs meeting the necessary requirements may be obtained from the school district.
- D. By the earlier of (1) three weeks prior to the date by which a student must register for district courses for the following school year, or (2) March 1 of each year, the school district must provide up-to-date information on the district's website and in materials that are distributed to parents and students about the program, including information about enrollment requirements and the ability to earn postsecondary credit to all pupils in grades 8, 9, 10, and 11. To assist the school district in planning, a pupil must inform the district by October 30 or May 30 of each year of the pupil's intent to enroll in postsecondary courses during the following school year academic term. A pupil is bound by notifying or not notifying the district by October 30 or May 30.
- E. Postsecondary institutions must notify a pupil's school as soon as practicable if the pupil withdraws from the enrolled course. The institution must also notify the pupil's school as soon as practicable if the pupil has been absent from a course for ten consecutive days on which classes are held, based on the postsecondary institution's academic calendar, and the pupil is not receiving instruction in their home or hospital or other facility.

VI. CREDIT FOR EMPLOYMENT WITH HEALTH CARE PROVIDERS

Consistent with the career and technical pathways program, a student in grade 11 or 12 who is employed by an institutional long-term care or licensed assisted living facility, a home and community-based services and supports provider, a hospital or health system clinic, or a child care center may earn up to two elective credits each year toward graduation under Minnesota Statutes, section 120B.024, subdivision 1, paragraph (a), clause (7), at the discretion of the enrolling school district. A student may earn one elective credit for every 350 hours worked, including hours worked during the summer. A student who is employed by an eligible employer must submit an application, in the form or manner required by the school district, for elective credit to the school district in order to receive elective credit. The school district must verify the hours worked with the employer before awarding elective credit.

VII. ADVANCED ACADEMIC CREDIT

- A. The school district will grant academic credit to a student attending an accelerated or advanced academic course offered by a higher education institution or a nonprofit public agency, other than the school district.



- B. Course credit will be considered only upon official documentation from the higher education institution or nonprofit public agency that the student successfully completed the course attended and passed an examination approved by the school district.
- C. When a determination is made that the content of the advanced academic course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
- D. In the event the content of the advanced academic course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
- E. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner and request a determination of the number of credits that shall be granted to a student.

VIII. WEIGHTED GRADES

- A. The school district offers weighted grades for courses that are identified as more rigorous or academically challenging as follows:
 - 1. A grade awarded in an International Baccalaureate course will be multiplied by a factor of 1.1
- B. The school district will update its website prior to the beginning of each school year with a listing of the courses for which a student may earn a weighted grade.

IX. PROCESS FOR AWARDING CREDIT

- A. The building principal will be responsible for carrying out the process to award credits and grades pursuant to this policy. The building principal will notify students in writing of the decision as to how credits and grades will be awarded.
- B. A student or the student's parent or guardian may seek reconsideration of the decision by the building principal as to credits and/or grades awarded upon request of a student or the student's parent or guardian if the request is made in writing to the superintendent within five school days of the date of the building principal's decision. The request should set forth the credit and/or grade requested and the reason(s) why credit(s)/grade(s) should be provided as requested. Any pertinent documentation in support of the request should be submitted.
- C. The decision of the superintendent as to the award of credits or grades shall be a final decision by the school district and shall not be appealable by the student or student's parent or guardian except as set forth in Section IX.D. below.



- D. If a student disputes the number of credits granted by the school district for a particular postsecondary enrollment course, or advanced academic credit course, the student may appeal the school district's decision to the Commissioner. The decision of the Commissioner shall be final.
- E. At any time during the process, the building principal or superintendent may ask for course descriptions, syllabi, or work samples from a course where content of the course is in question for purposes of determining alignment with graduation requirements or the number of credits to be granted. Students will not be provided credit until requested documentation is available for review, if requested.

Legal References:

Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness the World's Best Workforce)
Minn. Stat. § 120B.14 (Advanced Academic Credit)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.445 (Nonpublic Education Council)
Minn. Stat. § 124D.03, Subd. 9 (Enrollment Options Program)
Minn. Stat. § 124D.09 (Post-Secondary Postsecondary Enrollment Options Act)
Minn. Stat. § 124D.094 (Online Instruction Act)
Minn. Stat. § 124D.095 (On-Line Learning Option)
Minn. Rules Parts 3501.0010-3501.0180 (Graduation Standards – Mathematics and Reading)
Minn. Rules Parts 3501.0200-3501.0290 (Standards – Written Composition)
Minn. Rules Parts 3501.0505-3501.0550 (Graduation Standards – Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Graduation Standards – Mathematics)
Minn. Rules Parts 3501.0800-3501.0815 (Graduation Standards – Arts)
Minn. Rules Parts 3501.1000-3501.1190 (Graduation Required Assessment for Diploma)
Minn. Rules Parts 3501.0660-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

Cross References:

MSBA/MASA Model Policy 104 (School District Mission Statement)



MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
MSBA/MASA Model Policy 624 (Online Learning Options)



Adopted: _____

MSBA/MASA Model Policy 624

Orig. 2024³

Revised: _____

Rev. _____

624 ONLINE INSTRUCTION

I. PURPOSE

The purpose of this policy is to recognize and govern online instruction options of students enrolled in the school district for purposes of compulsory attendance and address enrollment of students with an online instruction site for supplemental or full-time online learning.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall not prohibit an enrolled student from applying to enroll in online instruction.
- B. The school district shall grant academic credit for completing the requirements of an online instruction course or program.

III. DEFINITIONS

- A. "Blended instruction" means a form of digital instruction that occurs when a student learns part time in a supervised physical setting and part time through online instruction under paragraph (E).
- B. "Digital instruction" means instruction facilitated by technology that offers students an element of control over the time, place, path, or pace of learning and includes blended and online instruction.
- C. "Enrolling district" means the school district in which a student is enrolled under Minnesota Statutes, section 120A.22, subdivision 4.
- D. "Online course syllabus" means a written document that identifies the state academic standards taught and assessed in a supplemental online course under paragraph (I); course content outline; required course assessments; instructional methods; communication procedures with students, guardians, and the enrolling district under paragraph (C); and supports available to the student.
- E. "Online instruction" means a form of digital instruction that occurs when a student learns primarily through digital technology away from a supervised physical setting.
- F. "Online instructional site" means a site that offers courses using online instruction under paragraph (E) and may enroll students receiving online instruction under paragraph (E).
- G. "Online teacher" means an employee of the enrolling district under paragraph (C) or the supplemental online course provider under paragraph (J) who holds the appropriate licensure



under Minnesota Rules, chapter 8710, and is trained to provide online instruction under paragraph (E).

- H. "Student" means a Minnesota resident enrolled in a school defined under Minnesota Statutes, section 120A.22, subdivision 4, in kindergarten through grade 12 up to the age of 21.
- I. "Supplemental online course" means an online learning course taken in place of a course provided by the student's enrolling district under paragraph (C).
- J. "Supplemental online course provider" means a school district, an intermediate school district, an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that is authorized by the Minnesota Department of Education (MDE) to provide supplemental online courses under paragraph (I).

IV. DIGITAL INSTRUCTION

- A. An enrolling district may provide digital instruction, including blended instruction and online instruction, to the district's own enrolled students. Enrolling districts may establish agreements to provide digital instruction, including blended instruction and online instruction, to students enrolled in the cooperating schools.
- B. When online instruction is provided, an online teacher shall perform all duties of teacher of record under Minnesota Rules, part 8710.0310. Unless the Commissioner of MDE grants a waiver, a teacher providing online instruction shall not instruct more than 40 students in any one online learning course or section.
- C. Students receiving online instruction full time shall be reported as enrolled in an online instructional site.
- D. Curriculum used for digital instruction shall be aligned with Minnesota's current academic standards and benchmarks.
- E. Digital instruction shall be accessible to students under sections 504 and 508 of the federal Rehabilitation Act and Title II of the federal Americans with Disabilities Act.
- F. An enrolling district providing digital instruction and a supplemental online course provider shall assist an enrolled student whose family qualifies for the education tax credit under Minnesota Statutes, section 290.0674 to acquire computer hardware and educational software so they may participate in digital instruction. Funds provided to a family to support digital instruction or supplemental online courses may only be used for qualifying expenses as determined by the provider. Nonconsumable materials purchased with public education funds remain the property of the provider. Records for any funds provided must be available for review by the public or MDE.
- G. An enrolling district providing digital instruction shall establish and document procedures for determining attendance for membership and keep accurate records of daily attendance under Minnesota Statutes, section 120A.21.



V. SUPPLEMENTAL ONLINE COURSES

- A. Notwithstanding Minnesota Statutes, sections 124D.03 and 124D.08 and Minnesota Statutes, chapter 124E, procedures for applying to take supplemental online courses other than those offered by the student's enrolling district are as provided in this subdivision.
- B. Any kindergarten through grade 12 student may apply to take a supplemental online course. The student, or the student's parent or guardian for a student under age 17, must submit an application for the proposed supplemental online course or courses. A student may:
1. apply to take an online course from a supplemental online course provider that meets or exceeds the academic standards of the course in the enrolling district they are replacing;
 2. apply to take supplemental online courses for up to 50 percent of the student's scheduled course load; and
 3. apply to take supplemental online courses no later than 15 school days after the student's enrolling district's term has begun. An enrolling district may waive the 50 percent course enrollment limit or the 15-day time limit; and
 4. enroll in additional courses with the online learning provider under a separate agreement that includes terms for paying any tuition or course fees.
- C. A student taking a supplemental online course must have the same access to the computer hardware and education software available in a school as all other students in the enrolling district.
- D. A supplemental online course provider must have a current, approved application to be listed by MDE as an approved provider. The supplemental online course provider must:
1. use an application form specified by MDE;
 2. notify the student, the student's guardian if they are age 17 or younger, and enrolling district of the accepted application to take a supplemental online course within ten days of receiving a completed application;
 3. notify the enrolling district of the course title, credits to be awarded, and the start date of the online course. A supplemental online course provider must make the online course syllabus available to the enrolling district;
 4. request applicable academic support information for the student, including a copy of the IEP, EL support plan, or 504 plan; and
 5. track student attendance and monitor academic progress and communicate with the student, the student's guardian if they are age 17 or younger, and the enrolling district's designated online learning liaison.



- E. A supplemental online course provider may limit enrollment if the provider's school board or board of directors adopts by resolution specific standards for accepting and rejecting students' applications. The provisions may not discriminate against any protected class or students with disabilities.
- F. A supplemental online course provider may request that MDE review an enrolling district's written decision to not accept a student's supplemental online course application. The student may participate in the supplemental online course while the application is under review. Decisions shall be final and binding for both the enrolling district and the supplemental online course provider.
- G. A supplemental online course provider must participate in continuous improvement cycles with MDE.

VI. ENROLLING DISTRICT

- A. An enrolling district may not restrict or prevent a student from applying to take supplemental online courses.
- B. An enrolling district may request an online course syllabus to review whether the academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district.
- C. Within 15 days after receiving notice of a student applying to take a supplemental online course, the enrolling district must notify the supplemental online course provider whether the student, the student's guardian, and the enrolling district agree that academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district. If the enrolling district does not agree that the academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district, then:
 - 1. the enrolling district must provide a written explanation of the district's decision to the student, the student's guardian, and the supplemental online course provider; and
 - 2. the online provider must provide a response to the enrolling district explaining how the course or program meets the graduation requirements of the enrolling district.
- D. An enrolling district may reduce the course schedule of a student taking supplemental online courses in proportion to the number of supplemental online learning courses the student takes.
- E. An enrolling district must appoint an online learning liaison who:
 - 1. provides information to students and families about supplemental online courses;
 - 2. provides academic support information including IEPs, EL support plans, and 504 plans to supplemental online providers; and



3. monitors attendance and academic progress, and communicates with supplemental online learning providers, students, families, and enrolling district staff.
- F. An enrolling district must continue to provide support services to students taking supplemental online courses as they would for any other enrolled student including support for English learners, case management of an individualized education program, and meal and nutrition services for eligible students.
 - G. An online learning student must receive academic credit for completing the requirements of a supplemental online learning course. If a student completes an online learning course that meets or exceeds a graduation standard or the grade progression requirement at the enrolling district, that standard or requirement is met.
 - H. Secondary credits granted to a supplemental online learning student count toward the graduation and credit requirements of the enrolling district. The enrolling district must apply the same graduation requirements to all students, including students taking supplemental online courses.
 - I. An enrolling district must provide access to extracurricular activities for students taking supplemental online courses on the same basis as any other enrolled student.

VII. REPORTING

Courses that include blended instruction and online instruction must be reported in the manner determined by the Commissioner of MDE.

Legal References:

- Minn. Stat. § 120A.21 (Enrollment of a Student in Foster Care)
- Minn. Stat. § 120A.22 (Compulsory Instruction)
- Minn. Stat. § 120A.24 (Reporting)
- Minn. Stat. § 124D.03 (Enrollment Options Act)
- Minn. Stat. § 124D.08 (School Board's Approval to Enroll in Nonresident District; Exceptions)
- Minn. Stat. § 124D.094 (Online Instruction Act)
- Minn. Stat. Ch. 124E (Charter Schools)
- Minn. Rules Ch. 8710 (Teacher and Other School Professional Licensing)

Cross References:

- MSBA/MASA Model Policy 613 (Graduation Requirements)
- MSBA/MASA Model Policy 620 (Credit for Learning)



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MSBA/MASA Model Policy 404

Orig. 1995

Revised: 6/14/04; 4/25/11, 12/11/17, 8/13/18
5/26/20; 6/14/21; 6/27/22; 6/26/23;
5/28/24;

Rev. 2022

404 EMPLOYMENT BACKGROUND CHECKS

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment in the school district in order to promote the physical, social, and psychological well-being of its students. To that end, the school district will seek a criminal history background check for applicants individuals who receive an offer of employment with the school district and on all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, or such other background checks as provided by this policy. The school district may also elect to do background checks of other volunteers, independent contractors, and student employees in the school district.
~~athletic or academic coaches regardless of whether compensation is paid, volunteers, independent contractors and student employees in the school district.~~

II. GENERAL STATEMENT OF POLICY

- A. The school district shall require that applicants for school district positions who receive an offer of employment, except enrolled student volunteers, volunteers and individuals who are offered the opportunity to provide athletic coaching and services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, submit to a criminal history background check. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's applicant's criminal history does not preclude the individual applicant from employment with, or provision of services to, the school district.
- B. The school district specifically reserves any and all rights it may have to conduct background checks regarding current employees, applicants, or service providers without the consent of such individuals.
- C. Adherence to this policy by the school district shall in no way limit the school district's right to require additional information, or to use procedures currently in place or other procedures to gain additional background information concerning employees, applicants, volunteers, service providers, independent contractors, and student employees



III. PROCEDURES

- A. Normally an individual will not commence employment or provide services until the school district receives the results of the criminal history background check. The school district may conditionally hire an applicant or allow an individual to provide services individual pending completion of the background check, but shall notify the individual that the individual's employment or opportunity to provide services may be terminated based on the result of the background check. Background checks will be performed by a third party vendor that includes the Minnesota Bureau of Criminal Apprehension (BCA) report and meets and/or exceeds Minnesota Statutes section 13.87. The school district reserves the right to also have criminal history background checks conducted by other organizations or agencies.
- B. In order for an individual to be eligible for employment or to provide athletic coaching services or other extracurricular academic coaching services (paid or volunteer) to the school district, except for an enrolled student volunteer, or to volunteer for the district, the individual must sign a criminal history consent form, which provides permission for the school district to conduct a criminal history background check, and provide a money order or check payable to either the BCA or to the school district, at the election of the school district, in an amount equal to the actual cost to the third party provider and the school district of conducting the criminal history background check. The cost of the criminal history background check is the responsibility of the individual, unless the school district decides to pay the costs for a volunteer, an independent contractor, or a student employee. If the individual fails to provide the school district with a signed Informed Consent Form and fee at the time the individual receives a job offer, or permission to provide services, the individual will be considered to have voluntarily withdrawn the application for employment or request to provide services. The employee will pay an amount for the criminal history background check that does not exceed the actual cost of the service. An employee who accepts employment will be responsible for paying the cost of the criminal background check with the amount deducted out of one of the first paychecks the employee receives or paid by the employee at the time the criminal background check is completed. School or program volunteer criminal background checks may be paid by the district.
- C. The school district, in its discretion, may elect not to request a criminal history background check on an individual who holds an initial entrance license issued by the Minnesota Professional Educator Licensing and Standards Board (PELSB) or the Minnesota Commissioner of Education within the 12 months preceding an offer of employment or permission to provide services, due to PELSB performing background checks for new applications and renewal applications for teacher licensure.
- D. The school district may use the results of a criminal background check conducted at the request of another school hiring authority if:
1. the results of the criminal background check are on file with the other school hiring authority or otherwise accessible;



2. the other school hiring authority conducted a criminal background check within the previous 12 months;
 3. the individual executes a written consent form giving the school district access to the results of the check; and
 4. there is no reason to believe that the individual has committed an act subsequent to the check that would disqualify the individual applicant for employment or provision of services.
- E. When required, individuals must provide fingerprints to assist in a criminal history background check. If the fingerprints provided by the individual are unusable, the individual will be required to submit another set of prints.
- F. For all non-state residents who are offered employment with or the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, the school district shall request a criminal history background check on such individuals from the superintendent of the BCA and from the government agency performing the same function in the resident state or, if no government entity performs the same function in the resident state, from the Federal Bureau of Investigation. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district. Such individuals must provide an executed criminal history consent form.
- G. Copies of this policy shall be available on the school district's employment office website and will be distributed to applicants for employment school/program volunteers and individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching or services, upon request. The need to submit to a criminal history background check may be included with the basic criteria for employment or provision of services in the position posting and position advertisements.
- H. The individual will be informed of the results of the criminal background check(s) to the extent required by law.
- ~~I. Criminal Background Screening Standards are included with this policy.~~
- J. If the criminal history background check precludes employment with, or provision of services to, the school district, the individual applicant will be so advised.
- K. The school district may apply these procedures to volunteers, independent contractors, or adult student employees.
- L. At the beginning of each school year or when a student enrolls, the school district will notify parents and guardians about this policy and identify those positions that are subject to a background check and the extent of the school district's discretion in requiring a background

check. The school district may include this notice in its student handbook, a school policy guide, or other similar communication.

Legal References: Minn. Stat. § 13.04, Subd. 4 (Rights of Subjects of Data)
Minn. Stat. § 13.87, Subd. 1 (Criminal Justice Data)
Minn. Stat. § 123B.03 (Background Checks)
Minn. Stat. §§ 299C.60-299C.64 (Minnesota Child, Elder, and Individuals with Disabilities Protection Background Check Act)
Minn. Stat. § 364.09(b) (Exception for School Districts)

Cross References: None

(none of the below is on the MSBA document)

Criminal Background Screening Standards

The South St. Paul School District seeks to maintain a safe and healthy educational environment that promotes the physical, social and psychological well-being of all students. All new employees and volunteers must receive a criminal background check prior to starting employment or a volunteer assignment with the School District. An individual will be disqualified and prohibited from serving as an employee or volunteer if that individual has been found guilty or entered a plea of non-contender (no contest), regardless of the adjudication for any of the following disqualifying offenses:

1. Sex Offenses

- a. All Sex offenses - regardless of the amount of time since the offense

Examples: Child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, indecent exposure, possession or distribution of child pornography etc.

2. Felonies

- a. All Violent Felony offenses - regardless of the amount of time since the offense

Examples: Murder, manslaughter, rape, aggravated assault, kidnapping, robbery, aggravated burglary, etc.

- b. Any other Felony offenses within the past ten (10) years.

Examples: Drug offenses, theft, embezzlement, fraud, child endangerment, etc.

3. Misdemeanors

- a. All Violent Misdemeanor offenses, including those involving probation or open cases, within the past five (5) years, or multiple offenses within the past seven (7) years.

Examples: Simple drug possession, drunk and disorderly conduct, public intoxication, possession of drug paraphernalia, etc.

- b. Any other Misdemeanor offense, including those involving probation or open cases, within the past five (5) years that would be considered a potential danger to children, or is directly related to the functions of that employee or volunteer.

Examples: Contributing to the delinquency of a minor, providing alcohol to a minor, theft (if person is handling monies), etc.

The district reserves the discretion to consider factors and information, including whether the nature of the offense implicates a behavior that is contradictory to an individual's job description, when making employment decisions.



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MSBA/MASA Model Policy 406

Orig. 1995

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Rev. 201423

406 PUBLIC AND PRIVATE PERSONNEL DATA

I. PURPOSE

The purpose of this policy is to provide guidance to school district employees as to the data the school district collects and maintains regarding its employees, volunteers, independent contractors, and applicants (“personnel”) personnel.

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. “Public” means that the data is available to anyone who requests it.
- B. “Private” means the data is not public and is accessible only to the following: the subject of the data, as limited by any applicable state or federal law; individuals within the school district whose work assignments reasonably require access; entities and agencies as determined by the responsible authority who are authorized by law to gain access to that specific data; and entities or individuals given access by the express written direction of the data subject. available to the subject of the data and to school district staff who need it to conduct the business of the school district.
- C. “Confidential” means the data are is not public and are not accessible available to the subject.
- D. “Parking space leasing data” means the following government data on an application for, or lessee of, or lease of a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, location of parking space, and work telephone number.
- E. “Personnel data” means government data on individuals maintained because they are or were employees of the school district, applicants for employment, volunteers or independent contractors for the school district. or members of or applicants for an advisory board or



~~commission.~~ Personnel data include data submitted to the school district by an employee as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations. ~~An employee who is identified in a suggestion shall have access to all data in the suggestion except the identity of the employee making the suggestion.~~

- F. “Finalist” means an individual who is selected to be interviewed by the school board for a position.
- G. “Protected health information” means individually identifiable health information transmitted as defined in 45 Code of Federal Regulations, section 160.103, that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any 406-2 other form or medium by a health care provider, in connection with a transaction covered by 45 Code of Federal Regulations, Parts 160, 162 and 164. ~~in electronic form by a school district acting as a health care provider.~~ “Protected health information” excludes individually identifiable health information in education records covered by FERPA and employment records held by a school district in its role as employer; and records regarding a person who has been deceased for more than fifty (50) years.
- H. “Public officials” means business managers; human resource directors, athletic directors whose duties include at least 50% of their time spent in administration, personnel, supervision, and evaluation; chief financial officers, directors and individuals defined as superintendents and principals and in a charter school, individuals employed in comparable positions.

IV. PUBLIC PERSONNEL DATA

- A. The following information on current and former employees, including volunteers and independent contractors of the school district, is public:
1. name;
 2. employee identification number, which may not be the employee’s Social Security number;
 3. actual gross salary;
 4. salary range;
 5. terms and conditions of employment relationships;
 6. contract fees;
 7. actual gross pension;



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



reveal the employee's reasons for the use of sick or other medical leave or other not public data.

B. The following information on applicants for employment or to an advisory board/ commission is public:

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

C. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when applicants they become finalists for publican employment position.

D. Applicants for appointment to a public body.

1. Data about applicants for appointment to a public body collected by the school district as a result of the applicant's application for employment are private data on individuals except that the following are public:

- a) Name;
- b) city of residence, except when the appointment has a residency requirement that requires the entire address to be public;
- c) education and training;
- d) employment history;
- e) volunteer work;
- f) awards and honors;
- g) prior government service;



h) any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to Minnesota Statutes, section 15.0597; and

i) veteran status.

2. Once an individual is appointed to a public body, the following additional items of data are public:

a) residential address;

b) either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee;

c) first and last dates of service on the public body;

d) the existence and status of any complaints or charges against an appointee; and

e) upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access to the data would jeopardize an active investigation.

3. Notwithstanding paragraph 2., any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

E. Regardless of whether there has been a final disposition as defined in Minn. Stat. § 13.43, Subd. 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minn. Stat. § 13.43, Subd. 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources. Data relating to a complaint or charge against a public official is public only if:

~~F. Data relating to a complaint or charge against a public official is public only if:~~

1. The complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or



2. Potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of the settlement agreement. Data that is classified as private under another law is not made public by this provision.

V. PRIVATE PERSONNEL DATA

- A. All other personnel data are not listed in Section IV are private and will only be shared with school district staff whose work requires such access. Private data will not be otherwise released unless authorized by law, or by the employee's informed written consent.
- B. Data pertaining to an employee's dependents are private data on individuals.
- C. Data created, collected or maintained by the school district to administer employee assistance programs are private.
- D. Parking space leasing data with regard to data on individuals are private.
- E. An individual's checking account number is private when submitted to a government entity.
- F. Personnel data may must be disseminated to labor organizations to the extent necessary the school district determines it is necessary for the labor organization to conduct its business elections, investigate and process grievances, and implement the provisions of Minnesota Statutes chapters 179 and 179A. Personnel data shall be disseminated to labor organizations and the Bureau of Mediation Services ("BMS") to the extent the dissemination is or when ordered or authorized by the Commissioner of the BMS Bureau of Mediation Services. Employee Social Security numbers are not necessary to implement the provisions of Chapter 179 and 179A.

The home addresses, nonemployer issued phone numbers and email addresses, dates of birth, and emails or other communications between exclusive representatives and their members, prospective members, and nonmembers are private data on individuals.

Dissemination of personnel data to a labor organization pursuant to Minnesota Statutes, section 13.43, subdivision 6, shall not subject the school district to liability under Minnesota Statutes, section 13.08.

Personnel data described under Minnesota Statutes, section 179A.07, subdivision 8, must be disseminated to an exclusive representative under the terms of that subdivision.
- G. The school district may display a photograph of a current or former employee to prospective witnesses as part of the school district's investigation of any complaint or charge against the employee.
- H. The school district may, if the responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect



another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:

1. The person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;
 2. A pre-petition screening team conducting an investigation of the employee under Minn. Stat. § 253B.07, Subd. 1; or
 3. A court, law enforcement agency or prosecuting authority.
- I. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of **such** a crime or alleged crime **committed by an employee**.
- J. A complainant has access to a statement provided by the complainant to the school district in connection with a complaint or charge against an employee.
- K. When allegations of sexual or other types of harassment are made against an employee, the employee **does shall** not have access to data that would identify the complainant or other witnesses if the **responsible authority school district** determines that the employee's access to that data would:
1. threaten the personal safety of the complainant or a witness; or
 2. subject the complainant or witness to harassment.

If a disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary for the employee to prepare for the proceeding.

- L. The school district **must shall make any** report to the **Minnesota Professional Educator Licensing and Standards Board ("PELSB")** or the Board of School Administrators ("BOSA"), whichever **has jurisdiction over the teacher's or administrator's license, board of teaching or the state board of education** as required by Minn. Stat. § 122A.20, Subd. 2, and shall, upon written request from the licensing board having jurisdiction over **the a teacher's** license, provide the licensing board with information about the teacher **or administrator** from the school district's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minn. Stat. § 122A.20, Subd. 2.
- M. Private personnel data shall be disclosed to the **Department of Employment and Economic Security** for the purpose of administration of the unemployment insurance program under Minn. Stat. Ch. 268.



N. When a report of alleged maltreatment of a student in an elementary, middle school, high school or charter school is made to the Commissioner of the Minnesota Department Education (“MDE”) under Minnesota Statutes, chapter 260E, data that are relevant and collected by the school facility about the person alleged to have committed maltreatment must be provided to the Commissioner on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of providing information to a parent, legal guardian, or custodian of a child in accordance with MDE Screening Guidelines that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

O. The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if

1. an investigation conducted by or on behalf of the school district or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or

2. the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must release private personnel data about the employee’s alleged sexual contact with a student to a school district or charter school requesting the data after the employee applies for employment with that school district or charter school and the data remain classified as provided in Minnesota Statutes, chapter 13.

Data that are released under this paragraph must not include data on the student. an investigation conducted by or on behalf of the school district or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject the data.

P. Data submitted by an employee to the school district The identity of an employee making a suggestion as part of an organized self evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations is private data. An employee who is identified in a suggestion, however, shall have access to all data in the suggestion except the identity of the employee making the suggestion.

Q. Protected health information, as defined in 45 Code of Federal Regulations, Parts 160 and 164, health information on employees is private and will not be disclosed except as permitted or



required unless otherwise provided by law. To the extent that the school district transmits protected health information, the school district will comply with all privacy requirements.

R. Personal home contact information for employees may be used by the school district to ensure that an employee can be reached in the event of an emergency or other disruption affecting continuity of school district operations and may be shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity.

S. The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district and a contractor or subcontractor entered on or after August 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.

T. When a continuing contract teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual offenses involving a child as set forth in Minnesota Statutes, section 122A.40, subdivision 13(b), or when the Commissioner of the MDE makes a final determination of child maltreatment involving a teacher under Minnesota Statutes, section 260E.21, subdivision 4, or 260E.35, the school principal or other person having administrative control of the school must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under Minnesota Statutes, section 13.41, subdivision. 5, and must provide PELSB and the licensing division at MDE with the necessary and relevant information to enable PELSB and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under Minnesota Statutes, section 123B.03, a school board or other school hiring authority must contact PELSB and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

VI. MULTIPLE CLASSIFICATIONS

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

VII. CHANGE IN CLASSIFICATIONS

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

VIII. RESPONSIBLE AUTHORITY

The school district has designated the Superintendent as the authority responsible for personnel data. If you have any questions, contact the Superintendent.

IX. EMPLOYEE AUTHORIZATION/RELEASE FORM

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

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 13.39 (Civil Investigation Data)
Minn. Stat. § 13.41 (Licensing Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601. Subd. 3 (Elected and Appointed Officials)
Minn. Stat. § 15.0597 (Appointment to Multimember Agencies)
Minn. Stat. § 122A.20, Subd. 2 (Mandatory Reporting)
Minn. Stat. § 122A.40, Subds. 13 and 16 (Employment; Contracts; Termination)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.143, subd. 2 (Disclose Past Buyouts)
Minn. Stat. Ch. 179 (Minnesota Labor Relations Act)
Minn. Stat. Ch. 179A (Minnesota Public Labor Relations Act)
Minn. Stat. § 253B.07 (Judicial Commitment: Preliminary Procedures)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. Ch. 268 (Unemployment Insurance)
Minn. R. Pt. 1205 (Data Practices)
Minn. Stat. § 626.556, Subd. 7 (Reporting of Maltreatment of Minors)
P.L. 104-191 (HIPAA)
45 C.F.R. Parts 160 and 164 (HIPAA Regulations)

Cross References:

MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/
Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 722 (Public Data Requests)
MSBA Law Bulletin "I" (School Records – Privacy – Access to Data)
MSBA Service Manual, Chapter 13, School Law Bulletin "I" (School Records – Privacy – Access to Data)



Consent to Release Data – Request from an Individual

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

Explanation of Your Rights

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

_____ before you sign it.
[entity contact person name and contact information]

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

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

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

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

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

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

Individual data subject's signature _____ Date _____

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



Adopted: June 14, 2004

MSBA/MASA Model Policy 408

Orig. 2022-1995

Revised: 10/27/08, 1/22/18

408 SUBPOENA OF A SCHOOL DISTRICT EMPLOYEE

I. PURPOSE

- A. The purpose of this policy is to protect the privacy rights of school district employees and students under both state and federal law when requested to testify or provide educational records for a judicial or administrative proceeding.

II. GENERAL STATEMENT OF POLICY

- A. This policy is to provide guidance and direction for school district employees who may be subpoenaed to testify and/or provide educational records for a judicial or administrative proceeding.

III. DATA CLASSIFICATION

A. Educational Data

1. State Law

The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes, ~~chapter~~ Ch. 13, classifies all educational data, except for directory information as designated by the school district, as private data on individuals. The state statute provides that private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data or a parent if the subject of the data is a minor ~~pursuant to a valid court order.~~ ~~A subpoena is not a court order under the MGDPA.~~

2. Federal Law

The Family Educational Rights and Privacy Act (FERPA), 20 United States Code section U.S.C. § 1232g, provides that educational data may not be released, except pursuant to informed consent by the individual subject of the data or any lawfully issued subpoena. Regulations promulgated under the federal law require that the school district must first make a reasonable effort to notify the parent of the student, or the student if the student is 18 years of age or older, of the subpoena in advance of releasing the information pursuant to the subpoena.



B. Personnel Data

The MGDPA, Minn. Stat. Ch. 13, also classifies all personnel data, except for certain data specifically classified as public, as private data on individuals. The state statute provides that private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data.

IV. APPLICATION AND PROCEDURES

- A. Any employee who receives a subpoena for any purpose related to employment is to inform the building administrator or designated supervisor when the employee receives the subpoena. The building administrator or designated supervisor shall immediately inform the superintendent that the employee has received a subpoena.
- B. No employee may release educational data, personnel data, or any other data of any kind without consultation in advance with the school district official who is designated as the authority responsible for the collection, use and dissemination of data.
- C. Payment for attendance at judicial or administrative proceedings and the retention of witness and mileage fees is to be determined in accordance with the applicable school board policies and collective bargaining agreements.
- D. The administration shall not release any information except in strict compliance with state and federal law and this policy. Recognizing that an unauthorized release may expose the school district or its employees to civil or criminal penalties or loss of employment, the administration shall confer with school district legal counsel prior to release of such data.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Rules 1205.0100, Subp. 5 (How These Rules Apply Minnesota Rules Regarding Data Practices)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References: MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA Service Manual, Chapter 13, School Law Bulletin “I” (School Records – Privacy– Access to Data)

Adopted: September 8, 1997

MSBA/MASA Model Policy 410

Orig. 1995

Revised: 6/14/04, 2/14/05; 12/14/09; 11/25/13, 9/15/15
10/26/15; 1/13/20

Rev. 2023-2015

410 FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. "Covered active duty" means:

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

B. "Covered servicemember" means:

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



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



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

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave



as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:

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



- (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or
 - (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; or because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. Above.
 7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
 8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
 9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the



opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.

10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered service member being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.
13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

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

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the



employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

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

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with



a serious health condition; or to care for a covered servicemember with a serious injury or illness.

5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than twenty percent of the work days in the leave period may be required to:
 1. take leave for the entire period or periods of the planned medical treatment; or
 2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a grading period may be required to extend the leave through the end of a grading period. The number of weeks remaining before the end of a grading period semester does not include scheduled school breaks, such as summer, winter, or spring break.
 1. If an instructional employee begins leave for any purpose more than five weeks before the end of a grading period and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of a grading period.
 2. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a grading period, the school district may require that the leave be continued until the end of a grading period if the leave will



last more than two weeks or if the employee's return from leave would occur during the last two weeks of a grading period.

3. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of a grading period and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of a grading period.
4. If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

~~D. The entire period of leave taken under the special rules will be counted as leave. The school district will continue to fulfill the school district's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.~~

VI. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

- A. A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint This policy shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

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

38 U.S.C. § 101 (Definitions)

29 C.F.R. Part 825 (Family and Medical Leave Act)

11 — 29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)

12 — 38 U.S.C. § 101 (Definitions)

13 — 29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross References:

None MSBA Service Manual, Chapter 13, School Law Bulletin “M” (Statutory Provisions Which Grant Leaves to Licensed as well as Non-Licensed School District Employees Family Medical Leave Act Summary)

Adopted: September 8, 1997

MSBA/MASA Model Policy 413

Orig. 1995

Revised: 4/26/04; 8/28/06; 11/23/09; 11/25/13
11/23/15; 12/10/18; 6/10/19; 5/26/20; 6/14/21
6/27/22; 6/26/23; 5/28/24

Rev. 2025 

413 HARASSMENT AND VIOLENCE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of the school district to maintain a learning and working environment free from harassment and violence on the basis of Protected Class. The school district prohibits any form of harassment or violence on the basis of Protected Class.
- B. A violation of this policy occurs when any student, teacher, administrator or other school district personnel harasses a student, teacher, administrator or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a Protected Class. (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 for any student, teacher, administrator or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's Protected Class.
- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's Protected Class, and to discipline or take appropriate action against any student, teacher, administrator or other school district personnel found to have violated this policy.

III. DEFINITIONS

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



2. the intentional infliction of or attempt to inflict bodily harm upon another; or
 3. the threat to do bodily harm to another with present ability to carry out the threat.
- B. “Harassment” prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual’s or group of individuals’ race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, when the conduct:
1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
 2. has the purpose or effect of substantially or unreasonably interfering with an individual’s work or academic performance; or
 3. otherwise adversely affects an individual’s employment or academic opportunities.
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. Protected Classifications; Definitions
1. “Disability” means, with respect to an individual who:
 - a. has a physical, sensory, or mental impairment that materially limits one or more major life activities of such individual;
 - b. has a record of such an impairment; **or**
 - c. is regarded as having such an impairment; **or**
 - d. **has an impairment that is episodic or in remission and would materially limit a major life activity when active.**
 2. “Familial status” means the condition of one or more minors **being domiciled with** **having legal status or custody with:**
 - a. **Their** **minor’s** parent or parents or the minor’s legal guardian; or **guardians;** or
 - b. the designee of the parent or parents or guardian **or guardians** with the written permission of the parent or parents or guardian. **or guardians. Familial status also means residing with and caring for one or more individuals who lack the ability to meet essential requirements for physical health, safety, or self-care because the individual or individuals**



are unable to receive and evaluate information or make or communicate decisions. The protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.

3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
 4. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
 5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
 6. “Sexual orientation” means to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities.
 7. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.
- F. Sexual Harassment; Definition
1. Sexual harassment includes unwelcomed 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 or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s employment or education; or



- c) that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
2. Sexual harassment may include, but is not limited to:
- a) unwelcome verbal harassment or abuse;
 - b) unwelcome pressure for sexual activity;
 - c) unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;
 - d) unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
 - e) unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
 - f) unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression

G. Sexual Violence; Definition

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



H. Violence; Definition

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

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of a person's Protected Class by a student, teacher, administrator or other school district personnel, or any person with knowledge or belief of conduct that may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct that may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. In Each School Building. The building principal, the principal's designee, or 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 receive 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 school district's 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 fails 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 will result in disciplinary action against the building report taker.
- G. In the District. The school board hereby designates the Director of Human Resources as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.
- H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.



Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

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

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

V. INVESTIGATION

- A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.



VI. SCHOOL DISTRICT ACTION

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

VII. RETALIATION OR REPRISAL

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

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

IX. HARASSMENT OR VIOLENCE AS ABUSE



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

X. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.
- B. This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- C. This policy shall appear in the student handbook.
- D. The school district will develop a method of discussing this policy with students and employees.
- E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, resourcefulness, and/or sexual abuse prevention.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat.Ch. 260E (Reporting of Maltreatment of Minors)
20 U.S.C. § 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 1201 *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 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination, Grievance Procedures and Process)
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)



SOUTH ST. PAUL PUBLIC SCHOOLS
 School Board Agenda Item

Meeting Date: May 12, 2025

Place on Agenda: Work Session & Business Meeting

Action Requested: Approval

Attachment: Education Identity and Access Management Board Resolution

Topic: Identified Official with Authority (IOwA) designation
Presenter(s): Lisa Brandecker, Manager of Administrative Services
<p>Background:</p> <p>The Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board (PELSB), and Office of Higher Education (OHE) require annual designation of an Identified Official with Authority (IOwA) for each local educational agency that uses the Education Identity Access Management (EDIAM) system. The IOwA is responsible for authorizing, reviewing, and recertifying user access for their local educational agency in accordance with the State of Minnesota Enterprise Identity and Access Management Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The IOwA will authorize user access to State of Minnesota Education secure systems in accordance with the user’s assigned job duties, and will revoke that user’s access when it is no longer needed to perform their job duties.</p>
<p>Recommendation:</p> <p>Recommendation to approve the <i>Education Identity and Access Management Board Resolution</i> that designates Dr. Brian Zambreno as the Identified Official with Authority for Education Identity Access Management for South St. Paul Public School Dist. 0006-03.</p>
<p>Alternatives:</p> <p>Do not approve Dr. Zambreno as the District’s IOwA representative and direct administration with next steps.</p>

Instructions for Districts and Schools: Copy the form below onto your district or school letterhead, complete the information requested in the six spaces shown, then scan and email the completed form to: useraccess.mde@state.mn.us.

Education Identity and Access Management Board Resolution

The Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board (PELSB), and Office of Higher Education (OHE) require annual designation of an Identified Official with Authority (IOWA) for each local educational agency that uses the Education Identity and Access Management (EDIAM) system. The IOWA is responsible for authorizing, reviewing, and recertifying user access for their local educational agency in accordance with the State of Minnesota Enterprise Identity and Access Management Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The IOWA will authorize user access to State of Minnesota Education secure systems in accordance with the user's assigned job duties, and will revoke that user's access when it is no longer needed to perform their job duties.

Your school board or equivalent governing board must designate an IOWA to authorize user access to State of Minnesota Education secure websites for your organization. This EDIAM board resolution must be completed and submitted to the Minnesota Department of Education annually, as well as any time there is a change in the assignment of the Identified Official with Authority.

It is strongly recommended that only one person at the local educational agency or organization (the superintendent or exec. director) is designated as the IOWA. The IOWA will grant the IOWA Proxy role(s).

Designation of the Identified Official with Authority for Education Identity and Access Management

Organization Name: South St. Paul Public Schools, Special School District 6

6-Digit or 9-Digit Organization Number (e.g. 1234-01 or 1234-01-000): 006-03

Superintendent or Exec. Director Name: Dr. Brian Zambreno, Superintendent

Will act as the IOWA? Yes No

If no, identify below the individual who will act as the IOWA for your organization.

The Superintendent or Exec. Director recommends the Board authorize the below named individual(s) to act as the Identified Official with Authority (IOWA) for this organization:

Print Name: _____

Title: _____

Board Member Signature:

Name: _____

Date: _____

Once the EDIAM Board Resolution is completed, scan and email it to: useraccess.mde@state.mn.us



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: Monday, May 12, 2025

Place on Agenda: Regular Agenda

Action Requested: Approval

Attachment: **Resolution for the Non-Renewal of Probationary Teachers**

Topic: Non-Renewal of Probationary Teachers
Presenter: Joel Milteer Human Resource Director
Background: Each year, we must release a number of probationary teachers for various reasons, including student driven scheduling, changes in enrollment, budget reductions, curriculum changes, licensure issues, mid-year placements, and performance issues. Attached is a resolution to terminate the contracts of a number of probationary teachers. This resolution terminates teaching contracts for those listed, at the end of the current 2024-2025 school year, with non-renewal for the 2025-2026 school year.
Recommendation: Approve Board Member as a classified substitute for the district.
Alternatives: Not approve Board Member as a classified substitute for the district.

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**Special School District No. 6
(South St. Paul Public Schools)
State of Minnesota**

Board Member _____ moved the adoption of the following resolution:

**RESOLUTION RELATING TO THE NON-RENEWAL
OF PROBATIONARY TEACHERS**

WHEREAS, the following teachers are probationary teachers in Special School District No. 6.

BE IT RESOLVED by the School Board of Special School District No. 6, pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contracts of these probationary teachers in Special School District No. 6, are hereby terminated effective at the end of the 2024-2025 school year.

Emilee Fremstad	1.0	Math Teacher	High School
Sean Kelly	1.0	Special Education Teacher	High School
Sarajane Monjeau	.6	Work Based Learning	High School
Carmen Thompson	1.0	Kindergarten Teacher	Kaposia
Vanessa Buth	1.0	Grade 1 Teacher	Kaposia
Kari Kielsa	1.0	Special Education Teacher	Lincoln Center
Joquan Williams	1.0	Social Worker	Middle School
Ben Labey	1.0	Social Studies Teacher	Middle School
Peter Eltjes	1.0	Special Education Teacher	Middle School
Daniel Beattie	1.0	Science, Technology, Engineering & Math	Middle School

BE IT FURTHER RESOLVED that written notice be sent to said teachers regarding non-renewal of their contracts in accordance with Minnesota law.

The motion for the adoption of the foregoing resolution was duly seconded by Board Member _____.

On a roll call vote, the following voted in favor:

Board Members:

And the following voted against:

Whereupon said resolution was declared duly passed and adopted.



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: Monday, May 12, 2025

Place on Agenda: Regular Agenda

Action Requested: Approval

Attachment: 2025-2026 Student Teacher Agreement – Northwestern University

Topic: Student Teacher Agreement – Northwestern University
Presenter(s): Joel Milteer, Human Resources Director
Background: <p>A student teacher placement has been coordinated between Northwestern University and South St. Paul School District beginning September 2025. To finalize the student teacher placement, approval of the agreement between Northwestern University and South St. Paul Schools is necessary. This agreement and placement align with South St. Paul Schools Student Teaching Policy #437.</p>
Recommendation: <p>Approval of 2025-26 Student Teacher Agreement with Northwestern University.</p>
Alternatives: <p>Do not approve Student Teacher Agreement and direct administration with next steps.</p>

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**MUTUAL AGREEMENT FOR STUDENT TEACHING
BETWEEN
UNIVERSITY OF NORTHWESTERN
ST. PAUL, MINNESOTA
AND
SOUTH ST. PAUL PUBLIC SCHOOLS
2024-2025**

This agreement is entered into between South St. Paul Public Schools, South St. Paul, Minnesota (the “District”) and University of Northwestern, Saint Paul, Minnesota (the “College/University”). The purpose of this Agreement is to outline the terms of the training/student teaching experience for the student of the College/University and to identify the responsibilities of the College/University and the District.

The following conditions are made a part of the agreement:

The College/University agrees to:

1. Place at the District only student teachers who are eligible for such placement under state and College/University rules, and School Board regulations. All student teacher placements will be initiated through and approved by the District through its department of human resources.
2. Inform its faculty and students of the District’s policies and regulations that relate to the placement at the District.
3. Provide District with College/University student teaching expectations/requirements.
4. Pay stipend to the cooperating teacher of the District based on College/University policy for each student teacher placed, subject to timely receipt by College/University of properly completed Form W-9s from the District or cooperating teacher, as applicable.
5. Provide regular student teaching supervision by a qualified designee(s) of the College/University.
6. Cooperate with the District in the development and implementation of the District’s Student Teaching Program.
7. Notify the District in the event a student teacher placed at the District is no longer enrolled in the College/University’s program.

The District agrees to:

1. Supply to the student teacher so placed by College/University an opportunity to work in a teaching learning situation under the supervision of a practicing teacher who holds a continuing license and has at least three years total teaching experience.

2. Cooperate with College/University in the development and implementation of the District's Student Teaching Program.
3. Ensure that all student teachers placed at the District complete a criminal background check, at the expense of the student teacher or College/University, prior to the student teacher beginning at the District.
4. Provide appropriate supervision of the student teacher while at the District pursuant to rules promulgated by its Board. Such rules may not conflict with any minimum requirements established by the State or College/University with regard to the Student Teaching Program.
5. Immediately notify College/University if there is a change in the licensure status of any cooperating teacher providing supervision to any student teacher assigned hereunder.
6. Not replace any of its employees nor fill any vacancies normally filled by an employee with a student teacher assigned under this agreement. Therefore, a student teacher will not act as a substitute teacher.
7. Provide the College/University with copies of all policies and regulations applicable to student teachers.
8. Provide emergency medical care to the student teacher or College/University faculty member, at the District (if available) in case of injury or illness, or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness will be the sole responsibility of the College/University faculty member or student teacher who received the treatment and not the District.
9. Reserve the right to deny a student teaching opportunity to an applicant and to terminate a student teaching assignment at any time, due to a lack of funding or for any other non-discriminatory reason. In addition, a student teacher's participation in the program may be terminated at any time (a) with the mutual consent of both parties, or (b) unilaterally by College/University for any non-discriminatory reason. District will consult with College/University prior to terminating a student teacher's participation in the program. College/University will promptly notify District of any termination of a student teacher's participation in the program.
10. Recognize that it is the policy of both the District and the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The District agrees to adhere to this policy in implementing this agreement.

Liability:

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and will not be responsible for the acts of the other party and the results thereof. The District's liability will be governed by Minnesota Statutes Section 466.04, as amended.

Term of Agreement:

This agreement will commence on October 23, 2025, and end on December 11, 2025. This Agreement may be terminated by either party at any time upon 60 days' written notice to the other party. Termination by the District will not automatically become effective with respect to student teachers then participating in the learning experience program, and said student teachers may be allowed to continue at the sole option of the District.

General Provisions:

1. Neither the District nor the College/University will assign or transfer any rights or obligations under this agreement without the prior written consent of the other party.
2. Any amendments to this agreement will be in writing and signed by authorized representatives from each party.
3. The parties agree that in fulfilling the duties of this agreement, they are responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated by the Act.
4. Student teachers are participants in an educational program, and for purposes of this agreement, shall not be considered employees of either the College/University or the District, except as provided for in Minnesota Statutes Section 122A.69. Student teachers shall not be entitled or eligible to participate in any benefits or privileges given or extended to employees of the College/University or the District, except as provided by Minnesota Statutes Section 122A.69.
5. Except as otherwise provided in law or College/University policy, data on students is private and may not be shared with any other party. If the District receives a request from a third party for any data provided to the District by the College/University, the District agrees to immediately notify the College/University. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and 34 C.F.R. § 99, apply to the use and disclosure of education records that are created or maintained under this agreement. Specifically, each party agrees that to the extent that it maintains Education Records of the other party's students (the "receiving party"), it shall maintain such Education Records in accordance with the requirements of the Family Educational Rights and Privacy Act, as amended ("FERPA"), and any other applicable U.S. or state laws, regulations or accrediting agency standards applicable to the privacy or confidentiality of such Education Records. Without limiting the foregoing, the receiving party agrees that with respect to such records, (a) the receiving party is subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and redisclosure of personally identifiable information from Education Records of the other party's

("disclosing party") students; (b) it shall not disclose or allow access to personally identifiable information from an Education Record of the disclosing party's students without the prior written consent of the eligible student (or parent/guardian, as the case may be) as defined in 34 C.F.R. § 99.3, except as permitted by law; and (c) to the extent that the disclosing party discloses personally identifiable information from Education Records to the receiving party, the receiving party's officers, employees and agents will use and have access to the information only for the purposes for which disclosure is made. Pursuant to FERPA requirements, all Education Records of College/University's student teachers, regardless of whether maintained directly by College/University, District or by other entities, remain the property of the disclosing party. The receiving party agrees to access and use Education Records of the disclosing party's students only for legitimate and lawful educational purposes, pursuant to the disclosing party's FERPA policy, and further agrees to return or destroy such Education Records immediately upon the written request of the disclosing party. As used herein, "Education Records" means all such records described by 34 C.F.R. § 99.3 maintained by, for or on behalf of the disclosing party, including without limitation, any record, file, data, or other information concerning any student's financial information protected under the Gramm-Leach-Bliley Act.

6. Student teachers assigned to the learning experience program at the District under this agreement will be required to sign a Student Teaching Program Agreement before the student teacher begins the Student Teaching Program at the District.

Approved:

Signed For: **COLLEGE/UNIVERSITY NAME**

Name: Janet Sommers Name: _____

Title: Provost & SVPAA Title: _____

Signature: Janet Sommers Signature: _____

Date: 3/31/25 Date: _____

Signed For: **South St. Paul Public Schools**

Signature: _____
School Board Chair

Date: _____



SOUTH ST. PAUL PUBLIC SCHOOLS
School Board Agenda Item

Meeting Date: Monday, May 12, 2025

Place on Agenda: Regular Agenda

Action Requested: Approval

Attachment: 2025-2026 Student Teacher Agreement – Inver Hills Community College

Topic: Student Teacher Agreement – Inver Hills Community College
Presenter(s): Joel Milteer, Human Resources Director
Background: <p>A student teacher placement has been coordinated between Inver Hills Community College and South St. Paul School District beginning September 2025. To Finalize the student teacher placement, approval of the agreement between Inver Hills Community College and South St. Paul Schools is necessary. This agreement and placement align with South St. Paul Schools Student Teaching Policy #437.</p>
Recommendation: <p>Approval of 2025-26 Student Teacher Agreement with Inver Hills Community College.</p>
Alternatives: <p>Do not approve Student Teacher Agreement and direct administration with next steps.</p>

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**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
INVER HILLS COMMUNITY COLLEGE**

**MEMORANDUM OF AGREEMENT
FOR STUDENT TRAINING EXPERIENCE/INTERNSHIP
FOR NON-ALLIED HEALTH PROGRAMS**

This Agreement is made between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Inver Hills Community College, 2500 80 Th Street East, Inver Grove Heights, Minnesota 55076 ("the College/University") and SPECIAL SCHOOL DIST 0006, SOUTH ST PAUL, 55075 Minnesota ("the Facility"). This Agreement, and any written changes and additions to it, shall be interpreted according to the Laws of the State of Minnesota.

The purpose of this Memorandum of Agreement is to outline the terms of the training/internship experience for the student of the College/University and to identify the responsibilities of the College/University and the Facility.

A. THE PARTIES UNDERSTAND THAT:

1. The College/University has a(n) Education Program (the "Program") for qualified students enrolled in the College/University; and
2. The College/University has been given authority to enter into Agreements regarding academic programs; and
3. The Facility has facilities for providing a suitable training experience that meets the educational needs of students enrolled in the Program of the College/University; and
4. It is in the general interest of the Facility to provide a training site where College/University students can learn and develop skills and qualifications needed to achieve the student's occupational goals and satisfy the Program requirements while assisting in the development of trained personnel to meet future area employment needs; and
5. The College/University and the Facility want to cooperate to furnish a training experience at the Facility for students of the College/University enrolled in the Program.

B. RESPONSIBILITIES OF EACH PARTY

1. **The College/University agrees to:**

- a. make arrangements with the Facility for a training experience at the Facility that will support the student's occupational goals and meet any applicable Program requirements.
- b. make periodic visits to the Facility's training site to observe the student or receive periodic reports from the Facility and/or the student, and discuss the student's performance and progress with the student and any site supervisor at the Facility, as needed.
- c. discuss with the Facility any problems or concerns arising from the student's participation.
- d. notify the Facility in the event the student is no longer enrolled in the Program at the College/University.
- e. keep any necessary attendance and progress records as set forth in the College/University attendance policy.
- f. assist in the evaluation of the student's performance in the training experience.

2. The Facility agrees to:

- a. cooperate with the College/University in providing a mutually agreeable training experience at the Facility that supports the student's educational and occupational goals.
- b. consult with the College/University about any difficulties arising at the Facility's training site that may affect the student's participation.
- c. assist in the evaluation of the student's performance and provide time for consultation with the College/University concerning the student, as needed.
- d. sign the weekly work report to verify the student's attendance.

3. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College/University's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.732 et seq., and other applicable law.

4. TERM OF AGREEMENT

This Agreement is in effect from May 7, 2025 or when fully executed, and shall remain in effect until June 30, 2026. This Agreement may be terminated by giving at least seven (7) days' advance oral notice to the other parties, with a follow up letter confirming termination delivered to the other party on or before the actual termination date.

5. FINANCIAL CONSIDERATION

- a. The College/University and the Facility each agree to bear their own costs associated with this Agreement and that no payment is required by either College/University or the Facility to the other party.
- b. The Facility is not required to reimburse the College/University faculty or students for any services rendered to the Facility or its customers pursuant to this Agreement.

6. CHANGES OR ADDITIONS TO THE AGREEMENT

Any changes or additions to this Agreement must be in writing and signed by authorized representatives of each party.

7. ASSIGNMENT

Neither the College/University nor the Facility shall assign or transfer any rights or obligations under this Agreement without first obtaining the written consent of the other party.

8. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated to the Act. The College/University IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

9. DATA PRIVACY

The requirements of Minnesota Statute Section 13.05, subd. 11 apply to this contract. The State of Minnesota has laws (the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 [“the Act”]) that classify the College/University’s written and electronic information as public, private or confidential. Except as otherwise provided in law or College/University policy, data on students is private and may not be shared with any other party. If the Facility receives a request from a third party for any data provided to the Facility by the College/University, the Facility agrees to immediately notify the College/University. The College/University will give the FACILITY instructions concerning the release of the data to the requesting party before the data is released and the Facility agrees to follow those instructions. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C.1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

10. STUDENT TRAINING EXPERIENCE/INTERNSHIP AGREEMENT

The student assigned to a training experience/internship at the Facility shall be required to sign a Student Training Experience/Internship Agreement

11. NON-DISCRIMINATION

The Facility recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran’s status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

In signing this Memorandum of Agreement, we agree to work together to assist the student in learning and/or applying the tasks and skills identified. We understand that the Individualized

Training Plan for the student can be modified or dissolved at any time upon the mutual agreement of the Facility and College/University.

FACILITY Special School District #6

**Minnesota State Colleges and Universities
Inver Hills Community College**

Name: _____

Name: _____

Authorized Facility Representative

Dean: _____

Title: _____

Date: _____

Date: _____

AS TO FORM AND EXECUTION

By: (authorized College/University signature)

Title: _____

Date: _____