



AGENDA
REGULAR MEETING
ROYALTON BOARD OF EDUCATION
EARLY CHILDHOOD ENTRANCE FOYER, ENTER DOOR #1
120 SOUTH HAWTHORN STREET
ROYALTON, MN 56373
OCTOBER 24, 2022
6:00 PM

1. **Call to Order**

2. **Pledge to Flag**

3. **Roll Call**

4. **Board Chair Comments**

5. **Approval of Agenda**

6. **Appreciation, Recognition and Presentations**

Joan Nichols for her work initiating an Opportunity Team at the ECC for preschool.

Andrew Hagman for stepping up in the math position.

7. **Recognition of Citizens for Input Purposes**

8. **Reports/News**

a. Board Committee Report

b. Superintendent Report

c. Business Manager Report

d. Principal Report

e. Athletic Director

3

9. **Consent Agenda Approval**

***The Board is consenting to approve items listed below as presented, at one time. At any point a Director can pull an item off the consent agenda for further discussion.**

a. Approval of Regular Board Meeting Minutes September 26, 2022

11

b. Claims, Accounts and Financial

Approve accounts payable and receivables, and employee reimbursements as attached and approve all other financial reports as presented.

c. Approval of Resignations

16

d. Approval of New Hires

17

The Royalton School Board will approve the following hires based upon the findings of each individual's background check, licensure status, and discipline report from the MN Department of Education.

10. **Discussion/Information/Action Items**

a. Building Improvements Update

18

b. Approval of the Strategic Plan including WBWF Plan

26

c. SMS Renewal Contract Discussion

51

d. Approval of the Prom Venue and Transportation

62

e. Approval of Donations by Resolution	66
f. Approval of MSHSL FORM A Resolution	67
Resolution of Governing Board Supporting FORM A Application to MN State High School League Foundation.	
g. Approval of Student Council Overnight Trip to Cragun's Student Council State Leadership Forum is November 6th and 7th at Cragun's. It is overnight and 7 students would attend.	
h. Approval of the Purchase of a Wheelchair Accessible Van	68
i. Approval of the Change of Health Benefits Broker Request to approve MDL Corporate Benefits Inc as the new health benefits broker.	
j. Approval of an Update to Teacher Sub Pay Rates	70
k. Policy Reading	
1. First Policy Reading	76
516 - Student Medication	
721 - Uniform Grant	
2. Approval of Third Policy Reading	119
419 - Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices	
520 - Student Surveys	
520 - Form	
603 - Curriculum Development	
609 - Religion	
709 - Student Transportation Safety Policy	
709 - Form	

11. Upcoming Meeting Schedule

1. Wednesday, November 9th, 2:00 PM Policy Meeting
2. Tuesday, November 15th, 12:00 PM Finance Meeting
3. Tuesday, November 15th, 6:00 PM Special Board Meeting, Canvas Election Results
4. Monday, November 28th, 6:00 PM Regular Board Meeting

12. Adjournment

FY23 Q1 Budget Update



A LOOK *at the* **BUDGET**

ENROLLMENT

- FY23 Adopted Budget: 920 ADM
- As of 10-5-2022:
 - Enrollment: 959 ADM

REVENUES

REVENUE CATEGORIES							September	September	September			
	June 30, 2021	June 30, 2022	Adopted Budget	Projected End Of Year	Received YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	Current YTD vs. PYTD	September 30, 2021	September 30, 2020
STATE	8,485,614	8,706,214	9,070,610	9,547,214	2,240,908	6,829,702	24.71%	17.66%	18.29%	703,343	1,537,565	1,551,672
FEDERAL	562,863	740,079	498,000	603,380	108,473	389,527	21.78%	0.85%	-0.21%	102,173	6,300	(1,178)
PROPERTY TAXES	707,849	921,774	710,609	705,386	0	710,609	0.00%	0.18%	0.55%	(1,643)	1,643	3,911
LOCAL SALES, INS RECOVERY & JUDGEMENTS	16,885	41,182	38,400	49,345	11,981	26,419	31.20%	5.78%	1.78%	9,599	2,382	300
SALE OF BONDS & LOANS	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
INCOMING TRANSFERS FROM OTH FUNDS	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
LOCAL (FEES, INTEREST, ETC.)	193,806	331,672	258,010	335,730	154,070	103,940	59.71%	33.51%	30.83%	42,919	111,152	59,745
TOTALS	9,967,018	10,740,921	10,575,629	11,241,055	2,515,432	8,060,197	23.79%	15.45%	16.20%	856,390	1,659,042	1,614,449

REVENUES CONTINUED

FY23 - THROUGH THE END OF Q1 FY23

- REVENUES ARE TRACKING \$856,390 AHEAD OF FY22 PACE THROUGH THE END OF Q1 FY23.

EXPENDITURES

EXPENDITURES (OBJECT SERIES)				September	September	September						
	June 30, 2021	June 30, 2022	Adopted Budget	Projected End Of Year	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	Current YTD vs. PYTD	September 30, 2021	September 30, 2020
SALARIES & WAGES	5,756,121	6,082,205	6,159,525	6,234,586	745,919	5,413,606	12.11%	10.66%	10.72%	97,308	648,611	617,273
EMPLOYEE BENEFITS	1,609,710	1,683,469	1,766,055	1,758,655	210,965	1,555,090	11.95%	13.08%	11.71%	(9,312)	220,277	188,543
PURCHASED SERVICES	1,135,091	1,620,551	1,277,078	1,534,064	496,846	780,233	38.90%	20.51%	20.69%	164,431	332,415	234,828
SUPPLIES	476,459	867,155	613,108	769,455	286,324	326,784	46.70%	18.03%	19.21%	130,012	156,311	91,546
EQUIPMENT	449,049	527,519	512,700	681,008	436,851	75,849	85.21%	45.71%	34.39%	195,745	241,106	154,448
DEBT SERVICE	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
OTHER EXPENDITURES	76,507	43,014	72,203	72,632	18,358	53,845	25.43%	59.27%	14.14%	(7,138)	25,496	10,818
OTHER FINANCING USES	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
TOTALS	9,502,937	10,823,914	10,400,670	11,050,400	2,195,262	8,205,407	21.11%	15.01%	13.65%	571,046	1,624,217	1,297,457

EXPENSES CONTINUED

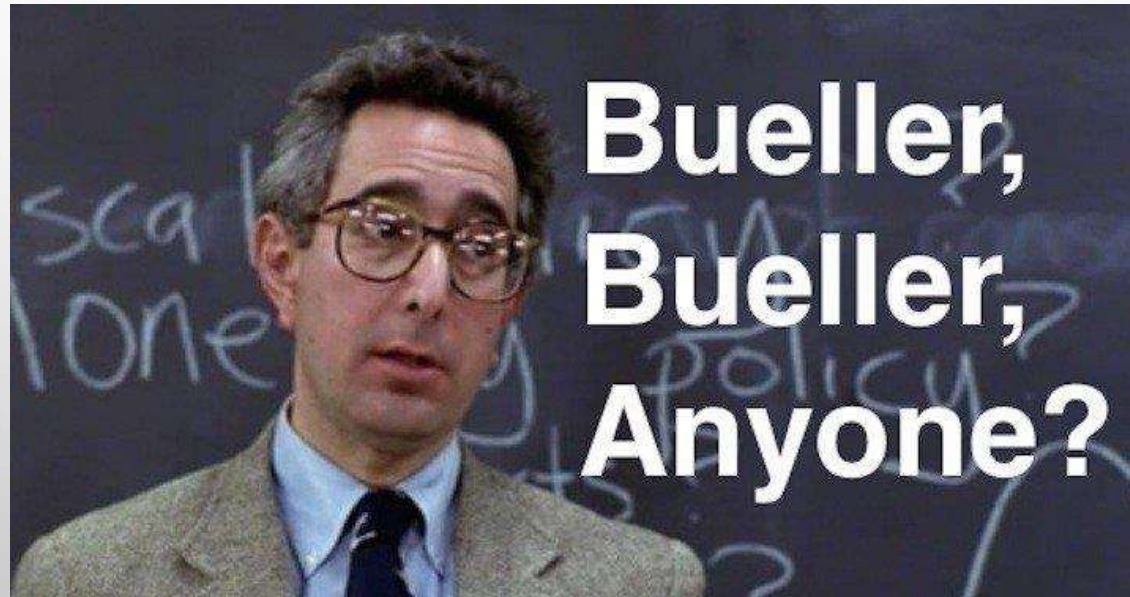
EXPENSES ARE TRACKING \$571,046 AHEAD OF FY22 PACE THROUGH THE END OF Q1 FY23.

- SUPPLIES AND CAPITAL EQUIPMENT PURCHASES USING PMA FUNDS AND ESSER FUNDING
- HVAC PROJECT
- \$131K IN SUPPLIES PURCHASED IN JUNE 2022 THAT HAVE BEEN JOURNAL ENTRY CODED TO FY23

HVAC PROJECT

As of 10-5-2022			
Funding Source	Amount Budgeted for HVAC project	Expenses Paid to date (Winter 2021 to current)	Balance remaining
LTFM / Ops Capital Funds	\$ 274,300.00	\$182,085.33	\$ 92,214.67
Esser FIN 160	\$ 305,101.00	\$242,500.00	\$ 62,601.00
	\$ 579,401.00	\$424,585.33	\$ 154,815.67

ANY QUESTIONS?



Regular Meeting

Monday, September 26, 2022 6:00 PM

Early Childhood Entrance Foyer, Enter Door #1, 120 South Hawthorn Street,
Royalton, MN 56373

Tyra Baumann: Present
Russ Gerads: Present
Randy Hackett: Present
Rian Hofstad: Present
Mary Lange: Absent
Angela Roering: Present

1. Call to Order

2. Pledge to Flag

3. Roll Call

4. Board Chair Comments

5. Approval of Agenda

Motion to Approve Agenda. This motion, made by
Randy Hackett and seconded by Tyra Baumann,
Passed.

Tyra Baumann: Yea
Russ Gerads: Yea
Randy Hackett: Yea
Rian Hofstad: Yea
Mary Lange: Absent
Angela Roering: Yea
Yea: 5, Nay: 0, Absent: 1

6. Recognitions

7. Recognition of Citizens for Input Purposes

8. Reports/News

8.a. Board Committee Reports

8.b. Superintendent Report

8.c. Business Manager Report

8.d. Principal Report

8.e. Athletic Director

9. Consent Agenda Approval

***The Board is consenting to approve items
listed below as presented, at one time. At
any point a Director can pull an item off the
consent agenda for further discussion.**

Approval of All Items on Consent Agenda. This motion, made by Rian Hofstad and seconded by Angela Roering, Passed.

Tyra Baumann: Yea
Russ Gerads: Yea
Randy Hackett: Yea
Rian Hofstad: Yea
Mary Lange: Absent
Angela Roering: Yea

Yea: 5, Nay: 0, Absent: 1

9.a. Approval of Regular Board Meeting Minutes from 08.22.22

9.b. Approval of Special Meeting Minutes from 09.12.22

9.c. Approval of Work Session Meeting Minutes from 09.12.22

9.d. Claims, Accounts and Financial
Approve accounts payable and receivables, and employee reimbursements as attached and approve all other financial reports as presented.

9.e. Approval of Resignations

9.f. Approval of New Hires

10. Discussion/Information/Action Items

10.a. Approval of FFA Fruit Fundraiser
Motion to Approve FFA Fruit Fundraiser with Minntex. This motion, made by Tyra Baumann and seconded by Randy Hackett, Passed.

Tyra Baumann: Yea
Russ Gerads: Yea
Randy Hackett: Yea
Rian Hofstad: Yea
Mary Lange: Absent
Angela Roering: Yea

Yea: 5, Nay: 0, Absent: 1

10.b. Approval of adding Boys and Girls Junior High and High School Golf
Motion to Approve adding Boys and Girls Junior High and High School Golf. This motion, made by Angela Roering and seconded by Tyra Baumann, Passed.

Tyra Baumann: Yea
Russ Gerads: Yea
Randy Hackett: Yea
Rian Hofstad: Yea
Mary Lange: Absent
Angela Roering: Yea

Yea: 5, Nay: 0, Absent: 1

10.c. Approval of Unlicensed Teacher Contract
Motion to Approve Unlicensed Teacher Contract. This motion, made by Randy Hackett and seconded by Rian Hofstad, Passed.

Tyra Baumann: Yea
Russ Gerads: Yea
Randy Hackett: Yea
Rian Hofstad: Yea
Mary Lange: Absent
Angela Roering: Yea
Yea: 5, Nay: 0, Absent: 1

10.d. Approval of Donations by Resolution
Motion to Approve Donations by Resolution. This motion, made by Rian Hofstad and seconded by Tyra Baumann, Passed.

Tyra Baumann: Yea
Russ Gerads: Yea
Randy Hackett: Yea
Rian Hofstad: Yea
Mary Lange: Absent
Angela Roering: Yea
Yea: 5, Nay: 0, Absent: 1

10.e. Approval of Levy Certification
Motion to Approve Levy Certification at maximum for 2022-2023 years, pay in 2024. This motion, made by Rian Hofstad and seconded by Angela Roering, Passed.

Tyra Baumann: Yea
Russ Gerads: Yea
Randy Hackett: Yea
Rian Hofstad: Yea
Mary Lange: Absent
Angela Roering: Yea
Yea: 5, Nay: 0, Absent: 1

10.f. Authorized Signer for Pine Country Bank
Motion to Approve an Update authorized signers on the District's Official Depository Accounts, and all certificates of deposit adding Dave Lampat, Business Manager, as an authorized signer on behalf of the District effective September 26, 2022. This includes checking accounts 30015 & 30007. Certificates of deposit accounts 13064, 3128, 17044, 17045 & 17046. Safety Deposit Box account 343. Russ Gerads, School Board Chair, Angela Roering, School Board Treasurer, Rian Hofstad, School Board Clerk, and Scott Marine, Business Manager, shall continue to be authorized signers on behalf of the District. This motion, made by Tyra Baumann and seconded by Randy

Hackett, Passed.

Tyra Baumann: Yea
Russ Gerads: Yea
Randy Hackett: Yea
Rian Hofstad: Yea
Mary Lange: Absent
Angela Roering: Yea
Yea: 5, Nay: 0, Absent: 1

10.g. Policy Readings

10.g.1. Second Policy Reading

10.g.2. Approval of Second Policy Reading
(final reading due to minor changes)

Motion to Approve polices 206 - Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations, 402 - Disability Nondiscrimination Policy, 427 - Workload Limits for Certain Special Education Teachers and 532 - Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds for a second and final reading due to minor changes. This motion, made by Tyra Baumann and seconded by Randy Hackett, Passed.

Tyra Baumann: Yea
Russ Gerads: Yea
Randy Hackett: Yea
Rian Hofstad: Yea
Mary Lange: Absent
Angela Roering: Yea
Yea: 5, Nay: 0, Absent: 1

10.g.3. Approval of Third Policy Reading

Motion to Approve 722 - Public Data Requests and the form for the Third Policy Reading. This motion, made by Rian Hofstad and seconded by Randy Hackett, Passed.

Tyra Baumann: Yea
Russ Gerads: Yea
Randy Hackett: Yea
Rian Hofstad: Yea
Mary Lange: Absent
Angela Roering: Yea
Yea: 5, Nay: 0, Absent: 1

11. Upcoming Meeting Schedule

We will have a Special Meeting for the Canvas Election Results on Tuesday, November 15 at 6pm.

12. **Adjournment**

The meeting was adjourned at 7:10pm. This motion, made by Randy Hackett and seconded by Tyra Baumann, Passed.

Tyra Baumann: Yea
Russ Gerads: Yea
Randy Hackett: Yea
Rian Hofstad: Yea
Mary Lange: Absent
Angela Roering: Yea
Yea: 5, Nay: 0, Absent: 1

Board Secretary

Resignation 10.24.22

Michael Marschel - Track and Field Coach

Kasi Harrington - Paraprofessional

New Hire 10.24.22

Justin Gardas - JH GBB Coach/Activity Bus Driver

Andrew Hagman - C Squad BBB Coach

Diane Dropps - Kitchen Helper

Brenda Payne - Long Term MS/HS Math Teacher

Marvin Czech - Bus Driver

Robert Dubbin - Food Service

Lisa Anez - Paraprofessional



ROYALTON
PUBLIC SCHOOLS
Creating a Collaborative and Caring Community

Building Projects Update

October 24, 2022

HVAC and Boiler Installation

Scope of the work

- Replace AHU4 in the HS building
 - AHU4 serves the Art, Health and Choir classrooms
- Elementary classrooms and gymnasium air conditioned
- Replace boiler #2

Timeline

- Demolition of the old unit started 6/13/22
- Completely finished mid October 2022
- ES project complete, minus a backordered computer control for the gym units

Longevity of equipment

- Approx 50 year lifespan for air handler
- Average lifespan of 20 years for air conditioning units

Elementary Kitchen Remodel

Scope of the work

- Install repurposed appliances from HS north kitchen
- Install a natural gas line to the kitchen
- Remodel serving line to make more ergonomic & efficient

Timeline

- Installation of natural gas line & appliances completed
- Serving line on hold until February of 2023 due to a backordered hot cart

North Stage

Scope of work

- Build a wall across the stage
- Install new doors on east & west stage entries
- Install new crash pads below the wall

Potential Uses of the space

- Used as classroom or athletic space
- Used for storage, currently

Safety and Support

- Adding the wall provides better supervision of students

Greenhouse Upgrade

Scope of work

- Install a concrete slab on the west side
- Install a water & natural gas lines into the building

Timeline

- Installation of concrete slab, summer of 2022
- Installation of water & gas lines, summer of 2023

Positive Effects of Upgrades

- Concrete slab used as a display area during the spring sale
- Water line will not freeze in the winter
- Natural gas line saves money and eliminates the propane tank

Routine Repairs & Upgrades

- Purchased commercial pressure wash for bus & van fleet
- Installed sidewalk and concrete slab near the ECC playground
- Purchased a new kiln for HS/MS Art Department
- Installed eight electric hand dryers in the North Commons restrooms
- Updated and rearranged HS/MS computer lab
- Installed new curtain on the ES stage
- Added wood mulch and sand to improve the drainage of the ES playground

Questions?



Thank you!



ROYALTON

PUBLIC SCHOOLS

Creating a Collaborative and Caring Community

Strategic Planning Process

October 24, 2022

Strategic Planning Process

Purpose: Prepare a proposal for an updated Strategic Plan for the School Board to approve.

Process: Review the vision, mission, and belief statements to determine current relevancy. Set three to four goals in addition to the WBWF goals.

Goal: Have a Strategic Plan that sets the course for the District for the next three to five years.

Meeting Norms

Demonstrate common courtesy; treat others with respect.

Be an active participant, but also an active listener; allow others to speak their opinion and be heard.

Ask questions for clarification instead of making assumptions.

Facilitators will honor & respect all individuals time by staying on task and setting time limits when necessary.

Harvest from Strategic Planning Meeting #1

(April 26)

Vision:

Our Vision is to develop lifelong learners who adapt creatively to an ever-changing world.

Decision from Strategic Planning Meeting #3

(June 8)

Mission Statement Selected:

Create a welcoming and safe environment where all students and staff are empowered and challenged to achieve their personal best.

Survey Results from Strategic Planning Meeting

#3

(June 8)

R = Respect

O = Honesty

Y = Integrity

A = Accountability

L = Leadership

S = Service

Survey Results from Strategic Planning Meeting #3

(June 8)

RESPECT

RESPECT

HONESTY

HONESTY

INTEGRITY

INTEGRITY

ACCOUNTABILITY

LEADERSHIP

ACCOUNTABILITY

LEADERSHIP

SERVICE

RESPECT, HONESTY, INTEGRITY, LEADERSHIP, ACCOUNTABILITY, SERVICE

Respect, Honesty, Integrity, Accountability, Leadership, Service

Respect, Honesty, Integrity, Leadership, Accountability, Service



ROYALTON

PUBLIC SCHOOLS

Home of the Royals

RESPECT, HONESTY, INTEGRITY, LEADERSHIP, ACCOUNTABILITY, SERVICE



ROYALTON

PUBLIC SCHOOLS

Home of the Royals

Respect, HOnesty, IntegritY, LeAdership, AccountabiLity, Service

World's Best Workforce Goals

(Required by MDE)

- Kindergarten readiness
- Literacy proficiency
- Closing the achievement gap
- College and career ready
- Graduation Rates

Top Four Opportunities for Students

(from the April survey)

- Safe and welcoming environment
- Access to extracurricular activities and co-curricular activities
- Access to post-secondary opportunities
- Access to rigorous academic programs

Top Four Strategic Priorities

(from the April survey)

- Academic achievement
- Student involvement in extracurricular activities and co-curricular activities
- School culture and climate
- Social/emotional support

Strategic Priority #1 with Action Steps

(from August 29 Strategic Planning Meeting)

1. Life Skills/Post Secondary Preparation

- a. Service Learning Opportunities
- b. Job Fairs/College Fairs
- c. Career Pathways (include career exposure to 5th graders, Ramp-up to Readiness)
- d. Assemblies and/or Classroom Speakers (related to student career interest areas)
- e. Elective offerings that teach life skills (ex. Car Maintenance, Checkbook/Home Finance, Home Economics)
- f. Increase Electives for students going to vocational schools or into the workforce

Strategic Priority #2 with Action Steps

(from August 29 Strategic Planning Meeting)

2. Social and Emotional Supports

- a. Parent/Guardian involvement during the school day (ex. Parent Day for 6th graders to shadow their student)
- b. Peer Helpers
- c. Incorporate designated time with structured Social and Emotional Learning (SEL) curriculum PK-12
- d. Community Education classes for parents (Focus Areas: social/emotional support, how to access school resources, tech help, etc.)
- e. Capstone project for Seniors
- f. More celebrations in the newspaper
- g. More social workers, counselors, and other social/emotional and mental health support staff and services

38

Strategic Priority #3 with Action Steps

(from August 29 Strategic Planning Meeting)

3. Highly Effective Communication

- a. Survey families on preferred communication methods
- b. Develop communication plan
- c. Investigate new communication platforms
- d. Close parent - teacher - student communication gap
- e. Well-designed website
- f. Tutorials for technology platforms (ex. Google Classroom, Skyward)
- g. Common platform used by all staff for communication
- h. Common way of entering assignments and/or missing assignments in Skyward

Strategic Priority #4 with Action Steps

(from August 29 Strategic Planning Meeting)

- 4. Co-Curricular and Extra-Curricular Opportunities and Participation**
 - a. Survey students to learn interests
 - b. Increase co-curricular and extra-curricular offerings
 - c. Determine and remove barriers to participation
 - d. Increase opportunities through Community Education
 - e. Purchase an electric sign
 - f. Make the student body is aware of all sports and activities
 - g. Activities bus to get kids home after athletic and activities practices

Life Skills/Post Secondary Preparation Results

#3 Service Learning Opportunities = 290

#5 Job Fairs/College Fairs = 350

#4 Career Pathways = 314

#6 Assemblies and/or Classroom Speakers = 375

#1 Elective offerings that teach life skills = 188

#2 Increase Electives for vocational schools/workforce = 242

Social and Emotional Supports Results

#7 Parent/Guardian involvement during the school day = 434

#1 Peer Helpers = 277

#3 Incorporate designated time with structured Social/Emotional Learning (SEL) curriculum PK-12 = 313

#4 Community Education classes for parents = 352

#5 Capstone project for Seniors = 379

#6 More celebrations in the newspaper = 418

1 More social workers/counselors/mental health staff/services = 277

Highly Effective Communication Results

#5 Survey families on preferred communication methods = 388

#4 Develop communication plan = 380

#8 Investigate new communication platforms = 451

#2 Close parent - teacher - student communication gap = 337

#6 Well-designed website = 911

#7 Tutorials for technology platforms = 451

#1 Common platform used by all staff for communication = 323

#3 Common way of entering assignments/missing assignments in Skyward = 353

Co-Curricular and Extra-Curricular Opportunities and Participation Results

#1 Survey students to learn interests = 249

#2 Increase co-curricular and extra-curricular offerings = 299

#5 Determine and remove barriers to participation = 354

#3 Increase opportunities through Community Education = 316

#7 Purchase an electric sign = 497

#6 Make the student body aware of all sports and activities = 368

#4 Activities bus after athletic/activities practices = 346

2021-2022 WBWF Results

2022-2023 WBWF Goals

Strategic Plan Template

Discussion

Request for Approval of the Strategic Plan



Thank you!



10/18/2022

Royalton Public Schools #485
120 S Hawthorn St
Royalton, MN 56373

Dear Dr. Wehrkamp,

Thank you for this opportunity to present SMS' revised proposal for Business Management & Support services.

I look forward to continuing a partnership with your School District to provide Business Management Services that exceed your expectations.

Respectfully,

Todd R. Netzke
President

Enclosure



BUSINESS MANAGEMENT & SUPPORT SERVICES PROPOSAL

For

ROYALTON PUBLIC SCHOOLS 485

120 S Hawthorn St

Royalton, MN 56373

School Management Services, LLC (SMS), Minnesota's premier professional services provider of K12 business management solutions, is pleased to propose our services for professional business management and support services.

This recommendation and proposal includes the following sections and documents:

1. Executive Summary:
 - Goals and benefits of SMS services;
 - Scope of proposed services
 - Arrangements
2. Scope of Services and Responsibilities
3. Services Agreement and Signature Page

Executive Summary

Goals and benefits of SMS services

SMS goals and business strategy include the provision of innovative and cost-effective alternatives to public school districts' boards and superintendents for school business management and related school business functions.

SMS leadership and line management team members are keenly aware of the changing dynamics of public school management in the broader context of public school funding and management strategy, and we are committed to continuously improve and expand SMS service offerings to meet the changing needs of Minnesota's public schools.

We respectfully suggest that the following features and components of our services result in important tangible and intangible benefits for our public school district clients.

Confidence and peace of mind:

SMS client boards and superintendents are assured in that:

- SMS work performed professionally, accurately and timely;
- Administration and Board will make confident decisions based on solid financial data for the benefit of all stakeholders.

Cost and time savings that enable boards and administration to operate efficiently and focus on your responsibilities:

SMS client boards and superintendents are assured that having SMS on the team results in efficient operations and resource redundancy:

- SMS professional team members' core competencies are school business and finance;
- SMS understands the issues and can immediately and efficiently provide services;
- SMS continuously trains and develops our team members and have experienced resources in reserve to cover contingencies and emergencies;
- SMS employs best practices including latest technology;
- SMS will recommend and assist, if desired, with process improvement and business office structure
- SMS provides customized reporting at summary and detail levels to assist District Leaders in understanding the current and projected financial condition, thus allowing timely and appropriate action.

Compliance requirements are addressed efficiently and effectively:

SMS client boards and superintendents are assured that having SMS on the team results in effective, efficient and comprehensive compliance planning and execution:

- SMS supports the annual audit process by providing accurate and timely data, supplementing district resources with additional SMS staff when desired, and recommends and implements ideas that can reduce future audit costs.

In summary, the SMS team comprises more than 150 years of aggregate public school management experience. On engaging SMS, your district will be supported by our growing, professional team.

Scope of Proposed Services

SMS agrees to provide to Royalton Public Schools Professional Business Management and Support Services according to the job summary listed below.

SMS provides the School full flexibility to modify the assignment of responsibilities and to make appropriate revisions to SMS' fees and expenses arrangements at the convenience of the School in accordance with the contractual provisions of the attached Services Agreement.

On-Site Presence:

Business Manager: Services provided primarily remotely with on-site presence as needed

	SMS	District
Management		
Provide and assist with Administrative Leadership	50%	50%
School Financial Leader	X	
Develop strong working relationships with Administrators	X	
Develop strong working relationships with School Board	X	
Develop strong working relationships with Director	X	
Develop and implement effective and GASB compliant processes and procedures	X	
District Operations		
Business Management		
Maintains a good working relationship with Vendors & Businesses	X	
Maintains Cooperative relationships and appropriate communications with District schools in order to maintain effective public relations	X	
Assists with Marketing of School Programs and Services	X	
Request for Proposals for various needs	X	
Buildings & Grounds		
Operations	25%	75%
Budget Development & Monitoring	X	
Staff Management	25%	75%
Space Planning and Management	25%	75%
Technology		
Operations	25%	75%
Budget Development & Monitoring	X	
Staff Management	25%	75%
Food Service	X	

Operations	10%	90%
Reporting & Compliance	50%	50%
Budget Development & Monitoring	90%	10%
Budget Development & Communication		
Budget development & Reporting	90%	10%
Analysis	X	
Historical	X	
Comparative	X	
Communicate	X	
Budget Calendar	90%	10%
Budget Monitoring	75%	25%
Budget Communication		
Administrative Team	X	
Superintendent	X	
School Board	X	
Financial Planning		
Develop 5 Year Financial Plan	X	
Base Assumptions	50%	50%
Build Group Consensus Amongst District Leaders (Finance Committee)	50%	50%
Reduction and/or Investment Goals	50%	50%
Enrollment Projections	50%	50%
Staff Planning	50%	50%
Cash Flow Projections	X	
General Accounting		
Maintain General Ledger (In compliance with GASB)	X	
Payroll Liabilities Reconciliation	X	
Bank Reconciliation	X	
Journal Entries	X	
UFARS Compliance	X	
Grant Coordination and Administration	X	
Federal, State and Local Grants Reporting and Compliance	75%	25%
Implement Best Practices	75%	25%
Prescribe and Apply Internal Controls Whenever Possible	75%	25%
Daily Cash Management	X	
Prepare Board Budget and Treasurer Report	X	
Human Resources/Payroll		
Provide support as needed for Human Resources & Payroll	X	

Audit Planning & Coordination

Plan & Coordinate Annual Audit	X
Prepare all Asset & Liability Supporting Schedules	X
Calculate and Schedule State, Federal and Local Revenues & Receivables:	
State Aids	
Tuition	X
Federal Aids	X
Property Taxes	X
Long-Term Debt	X
Fixed Assets	X

Committee Representation

Attend Appropriate Committee's Upon Request	X
---	---

School Board and Governing Meetings

Attend Board Meetings via Zoom and in person upon request	X
Prepare and Present Business Related Board Action Items	X
Recommend and Prepare Business Policies	X

Arrangements

Royalton Public Schools will receive SMS Professional Business Management & Support Services in accordance with the following arrangements.

SMS shall be paid compensation for the services proposed herein at the rate of:

Business Management Services(Commencing 12/1/2022): **\$71,750**

Semi-annually, in advance: \$35,875

Human Resource/Payroll Support(Commencing 12/1/2022): **\$20,000**

Semi-annually, in advance: \$10,000

Federal Grants Support Services: \$150/Hr as needed

Travel & Incidental fees:

- Mileage – Paid at IRS enacted rate at the time of travel
- It is highly recommended the District subscribe to Forecast5 tools to provide the tools the Business Manager will need to provide the reporting and analytical tools necessary to perform the job efficiently and effectively. The estimated cost of the tools recommended (5CAST & 5CAST+) is \$10,000.

Fee arrangements for years 2 & 3: increase at 2.5% per year.

****Note: It is understood that the District may terminate the human resource/payroll support portion of this contract upon a 60 day written notice. See Article II, Section 2 for Districts termination rights.***

1. Business Manager Services Responsibilities

It shall be the responsibility of SMS to compensate outside consultants retained or hired by SMS to fulfill obligations under this Agreement.

SMS Services Agreement

THIS AGREEMENT, is made and entered into by and between Royalton Public Schools (hereinafter referred to as the "School"), and School Management Services (hereinafter referred to as the "Contractor").

Scope of Services

The Contractor agrees to provide professional Business Management services to the School according to the proceeding scope of services summary.

Articles of Agreement & Recitals

WHEREAS, the School is authorized and empowered to secure from time to time certain professional services through contracts with qualified consultants; and

WHEREAS, the School desires to retain and compensate a qualified consultant to provide such services on the terms and conditions hereinafter set forth; and

WHEREAS, the Contractor understands and agrees that:

1. The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees arising out of the Contractor's activities;
2. The Contractor shall have no authority to bind the School for the performance of any services or to obligate the School. The Contractor is not an agent, servant, or employee of the School and shall not make any such representations or hold himself/herself out as such;
3. The Contractor shall be the exclusive accounting consultant for the School during the term of this Agreement;
4. The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the School at all times.
5. The Contractor shall not accrue any continuing contract rights for the services performed under this contract.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

ARTICLE I

LIABILITY INSURANCE

Section 1 Liability Insurance: The Contractor shall obtain professional liability insurance, at his/her expense, with coverage satisfactory to the School, in its sole discretion, which liability insurance Contractor must secure and maintain during the term of this Agreement. Contractor must provide School with proof of liability insurance coverage prior to performing services under this Agreement.

ARTICLE II

DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence on upon board ratification of this agreement and will remain in effect for a period three years. This Agreement will remain in full force and effect during the term of this Agreement, but may be terminated as provided in sections 2 and 3.

Section 2 School's Termination Rights: School may terminate this Agreement upon sixty (60) days written notice in the event the School determines in its sole discretion that it is not in the School's best interests to continue using Contractor's services.

Section 3 Contractor's Termination Rights: Contractor may terminate this Agreement upon thirty (30) days written notice to School (i) in the event School does not pay Contractor compensation within fifteen (15) days after invoice is received by School. In the event of non-payment by the School, Contractor shall give School an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days to remit such payment, prior to giving a notice of termination. Contractor may terminate this Agreement upon sixty (60) days written notice in the event the Contractor determines in its sole discretion that it is not in the Contractor's best interests to continue providing services to the School District.

ARTICLE III

RENEWAL OF THE AGREEMENT

Section 1 Renewal Period: Not less than thirty (30) days prior to the expiration of this Agreement, the School may provide written notice of intent to renew this Agreement for an additional term upon terms and conditions agreed upon by both parties to the Agreement.

ARTICLE IV

INDEMNIFICATION

Section 1 Release and Indemnify: The Contractor agrees to defend, hold harmless, and indemnify the School and its board members, its administration, its employees, its officers, its attorneys, insurers, agents, consultants, and representatives from any and all damages and claims that may arise by reason of any acts or omissions on the part of the Contractor, or of the Contractor's employees or agents, in regard to the Contractor's performance under this Agreement, including, but not limited to, any and all liabilities, demands, losses, claims, damages, fines, judgments, attorneys' and witness fees.

ARTICLE V

GENERAL

Section 1 Authorized School Agent: The School's authorized agent for the purpose of administration of this Agreement is the Superintendent. Said agent shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

Section 2 Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 3 Assignability: The Contractor's rights and obligations under this Agreement are personal and not assignable or transferable.

Section 4 Data: Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Contractor in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the School, and any such data and materials shall be remitted to the School by the Contractor upon completion, expiration, or termination of this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor in accordance with applicable federal, state and local laws regarding data privacy.

Section 5 Entire Agreement: This Agreement is the entire agreement between the School and the Contractor and it supersedes all prior written or oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Section 6 Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein and such holding shall not invalidate or render unenforceable any other provision hereof.

Signature Page

AGREEMENT FOR THE PROVISION OF PROFESSIONAL SERVICES TO ROYALTON SCHOOL DISTRICT 485.

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

Royalton School District
120 S Hawthorn Street
Royalton, MN 56373

Name _____

Title _____

Date _____

School Management Services, LLC
3730 95th Ave SW
Byron, MN 55920

Name _____

Title _____

Date _____

EIN: 56-2545979



413 County Road 2 South
 St. Stephen, MN 56375
 320-251-1202
 800-898-1202

Royalton High School
 Jeremy Schaa
 120 S Hawthorn St
 Royalton, MN 56373

(Fax: 320-252-7756)
 www.trobecsbus.com
 hg@trobecsbus.com

Confirmation

Charter # 14132
 Date Printed: Wednesday, October 5, 2022
 PO #: Q6229
 Group Name: Prom
 Phone: 320-360-9184 Fax:
 Salesperson: Paul Brutger
 Email: pjbrutger@charter.net
 Cust Email: andrea.swanberg@isd485.org

		Departure Time	Date	# Vehicles	Description	Total Capacity
Pickup	Royalton High School 120 S Hawthorn St Royalton, MN	6:00pm	05/06/23	3	56 Pass	168
Dropoff	Coyote Moon Grille 480 55th Ave SE St. Cloud, MN		05/06/23			168
Pickup	Coyote Moon Grille 480 55th Ave SE St. Cloud, MN		05/06/23			168
Dropoff	Royalton High School 120 S Hawthorn St Royalton, MN	11:55pm	05/06/23			168

Deposit of \$ 200.00 is due: Oct 19, 22
Remainder of \$ 2,935.00 is due: Apr 29, 23
Total Cost: \$ 3,135.00

Signature _____

Date _____

TERMS AND CONDITIONS

AGREEMENT: This document contains the terms and conditions between Trobec Bus Service, Inc. ("Trobec's") and the client named above ("Client") and will constitute a legally binding agreement ("Agreement") upon signing or making a payment to Trobec's.

ESTIMATE: The amounts above are only estimates based on current information and fuel costs, and may be subject to change.

SERVICES: Trobec's agrees to perform the services detailed above (the "Services"), which are contingent upon Trobec's ability to furnish the equipment and perform the Services. Trobec's reserves the right to lease equipment to perform the Services.

DEPOSIT AND PAYMENT: The deposit listed above ("Deposit") is due 2 weeks after booking unless otherwise arranged by the parties. Full payment is due 30 days prior to the departure date. Trobec's may cancel this Agreement if Client fails to make payments as agreed. Acceptable methods of payment include cashier's checks, credit cards, and personal checks with prior approval. A 2.5% handling charge will be applied to all credit card payments.

ADDITIONAL CHARGES: Client is responsible for all tolls, parking, park entrance fees, driver's lodging (single, non-smoking rooms), attractions, and any additional expenses incurred during the charter including changes to the itinerary, damages, and extra cleaning charges (the "Additional Charges"). Client will be responsible for paying Additional Charges within 30 days of the invoice date.

LATE FEE AND COLLECTION CHARGES: If Client fails to make timely payment under the Agreement, Trobec's will assess a 5% late fee and Client will be responsible for any costs associated with collection, including attorney's fees, filing fees, etc.

CANCELLATION: Client may cancel this agreement in writing more than 30 days before the departure date and receive a full refund of the amount paid to Trobec's. If the Client cancels the agreement 30 days or less before the departure date, then the Client is responsible for payment in full amount of the charter. Trobec's reserves the right to cancel the Agreement for non-payment or for failing to sign this Agreement.

ITINERARY: Client agrees to furnish Trobec's with a detailed itinerary ("Itinerary") no less than one week prior to the departure date. The Itinerary must include all stops, addresses, and phone numbers. The driver is required to strictly adhere to the Itinerary, and has no authority to alter the trip schedule contained in the Itinerary without prior approval from Trobec's, unless an emergency situation exists. If Client and Trobec's agree to change the Itinerary, Client will be responsible for any resulting charges that will be considered Additional Charges. The Itinerary is subject to Trobec's review and approval prior to departure or implementation. The Department of Transportation prohibits drivers from being on duty for more than 15 hours per day, 10 hours of which are driving hours. The driver must be given 8 consecutive hours off duty before returning to duty. Trobec's vehicle(s) will arrive 15 minutes prior to departure time at the location requested by Client.

REPAIRS, DAMAGE AND CLEANING: Client agrees that it, along with any passengers or visitors, will be responsible for all damage to Trobec's equipment that is beyond normal repairs or cleaning. If additional cleaning or repairs to the equipment are required, Client agrees to be liable for the cost of such cleaning and/or repairs, even if the damage was caused by a passenger or visitor, and the parties agree that any associated charges will be considered Additional Charges. Client agrees to pay an additional deposit of \$200 per vehicle if Client plans to use alcohol any time during the charter. Client agrees to forfeit the alcohol deposit if additional servicing or cleaning is required.

SMOKING: Smoking is prohibited at all times in Trobec's vehicles.

LIMITATION OF LIABILITY: Trobec's does not guarantee to arrive or depart from any point at a specific time, but will endeavor to maintain the schedule contained in the Itinerary. Trobec's does not guarantee the assignment of a particular piece of equipment or driver to Client. Trobec's shall not be responsible for any damages or delays caused by any act of God, public enemies, authority of law, quarantine, riots, strikes, wars, inclement weather, accidents, breakdowns, inclement weather, road construction, or some other reason outside Trobec's control, and Trobec's reserves the right to cancel, reroute, delay or otherwise change the Itinerary to take into consideration any of these factors, or any other good reason not listed above. Client agrees that Trobec's will not be liable for any damages caused by any change, cancellation or delay to the schedule in the Itinerary, including any special or consequential damages. To the maximum extent permitted by law, Client agrees to limit Trobec's liability for any damages to the amount charged by Trobec's for the Services. Client further agrees that Trobec's will not be liable for any personal items left in a vehicle.

GRATUITY: Driver and guide gratuity is customary.

EMERGENCY PHONE NUMBER: Trobec's offers a 24-hour emergency phone number to be used prior to departure.

THIS CONTRACT IS DEEMED VALID BY THE SIGNATURE OF THE CLIENT ALONG WITH PAYMENT OF A DEPOSIT UNLESS OTHER ARRANGEMENTS HAVE BEEN AGREED UPON BY BOTH PARTIES. PLEASE SIGN THE AGREEMENT, KEEP ONE COPY FOR YOUR FILES AND RETURN ONE COPY.

Signature _____

Date _____

Print Name: _____

COYOTE MOON

OVERLOOKING TERRITORY GOLF COURSE

Event Contract (May-October)

Event Date: Saturday, 5/6/2023

Expected Attendance: ~100-150 ppl

Company Name: Royalton School Prom

Address: 120 S Hawthorn St

City/State/Zip: Royalton, MN 56373

Contact: Jeremy Schaa

Phone: 612-384-8122

E-Mail: JeremySchaa@yahoo.com

Fax:

GUARANTEES ON ALL FOOD AND BEVERAGE

When charges are on a per person basis, confirmation of your attendance is due at least 14 working days in advance. This is considered your final guarantee and is not subject to reduction. The guarantee must be equal to or greater than the minimum food guarantee stated below. In the event that no final guarantee is received, the original expected attendance would be used and charged accordingly. The patron is financially responsible for the minimum guarantee stated below or the final guarantee which ever is greater.

MINIMUM EXPENDITURE: \$4000 Food & Beverage Minimum

This is the minimum dollar amount required to be spent on food and beverages to guarantee the space reservation. This amount includes food and beverage and does not decrease if the expected attendance is not reached. Our Banquet Manager will work with you to upgrade your package or menu selection so that regardless of the number of guest expected to attend your event, you are capable of reaching the minimum expenditure needed to fulfill your contractual obligation. The minimum expenditure does not include cash bar sales. (Service charge, sales tax, room rental, and linen charges do not contribute to the minimum expenditure; they will be added to all charges including the minimum expenditure).

DEPOSIT: \$750.00

Your deposit is due to confirm your reservation and hold your date. All deposits are non-refundable and non-transferable. Your deposit confirms your reservation and holds your date. Your deposits will be used to cover any incidentals incurred the night of your event, if there are no extra charges your deposit will be subtracted from your final invoice. If there is a cancellation from date of contract to within 9 months of the event date the deposit is forfeited. 6-9 months you will be charged 1/2 of the minimum expenditure plus taxes and service charge. If it is canceled less than 6 months from date you will be required to pay the full minimum expenditure plus taxes and service charges. No exception will be made to this provision. An additional security deposit may be required.

FINAL PAYMENT:

All charges must be paid in full at the end of the event. Your deposit will be deducted from the bottom line of your total bill, pending that there are no major incidentals that incurred that night. Incidentals may include any extra drinks or meals above the predetermined amount or if there is any damage done to the facility. Payment is to be made by cash or check. 3.99% Non-Cash adjustment added to all Credit/Debit Card Payments.

CONFIRMATION OF YOUR EVENT:

Final menu items, room arrangements and other details pertaining to this function must be received a minimum of 14 days prior to the function. Menu pricing can be guaranteed 90 days prior to event.

DECORATIONS:

Coyote Moon will provide tables, chairs, flatware, skirted head table, registry table, gift table and cake table, service staff, bartenders. Unique folded and colored napkins are available through the Banquet Manager. **No Confetti or Glitter may be used**, if candles are used the flames must be in an enclosed container, if items are hung on the walls it must be done so no damage or holes are left behind.

480 55th Avenue SE

Saint Cloud, Minnesota 56304

Restaurant 320-257-6500 Fax 320-258-4656

Direct: 320-257-6513 E-mail: andrea@coyotemoongrille.com

www.coyotemoongrille.com

COYOTE MOON

OVERLOOKING TERRITORY GOLF COURSE

ROOM RENTAL FEE: Peak Season Saturday (May-October) \$450.00

*Includes Ivory Linens

TAX AND SERVICE CHARGE:

Pricing provided to Royalton School Prom Committee are Inclusive; meaning that all taxes and gratuities are included in pricing. 3.99% Non-Cash adjustment added to all Credit/Debit Card Payments.

FOOD AND BEVERAGE OUTSIDE THE CLUB:

All food and beverage will be provided by Coyote Moon and will be consumed within the time frame of the event as stated in this agreement. Food and Beverage is not allowed to be removed from Coyote Moon due to certain liabilities. Coyote Moon reserves the right to confiscate food or beverage that is brought onto Coyote Moon property in violation of this policy without prior arrangements with the catering department.

CONDITIONS OF AGREEMENT AND PATRON RESPONSIBILITY:

The patron agrees to begin the function at its scheduled time and to have guests and invitees vacate the designated function space at the designated time. The patron agrees to assume full responsibility for the conduct of his guests. Damages resulting from patron's guests will be charged to the patron. The patron further agrees to reimburse Coyote Moon for any overtime wage payments, other expenses or damages incurred by the club because of the patron's failure to comply with Coyote Moon regulations. Additionally, if Coyote Moon so chooses, security may be required for this event at an additional charge to the patron.

ALCOHOL AND MINORS:

Coyote Moon does not permit the serving of alcoholic beverages to anyone who the club (in its sole discretion) determines is intoxicated, or who is under the age of twenty-one (21). The patron understands and agrees to abide by this policy and to uphold the laws of the state.

HOLD HARMLESS AND INDEMNIFICATION:

The patron agrees to hold harmless Coyote Moon, its partners, employees, agents, officers, directors, affiliates and independent contractors from any and all claims, actions, suits or allegations for damages to person or property which relates, emanate or in any way pertain to the event. Further, patron agrees to indemnify Coyote Moon for any and all costs or losses which may be incurred by Coyote Moon as a result of such claims, actions, suits or allegations, including, but not limited to reasonable attorney fees and expenses of litigation.

ARBITRATION:

Should a dispute arise as to the enforceability or breach of any term of this agreement, the parties agree to submit their dispute(s) to binding arbitration under the rules of the American Arbitration Association. Pursuant to such arbitrator's determination, the prevailing party in said arbitration shall be entitled to the reimbursement of its costs and expenses, including, but not limited to, reasonable attorney fees.

Event Holder

Date

Coyote Moon Grille

Event Holder

Date

480 55th Avenue SE
Saint Cloud, Minnesota 56304
Restaurant 320-257-6500 Fax 320-258-4656
Direct: 320-257-6513 E-mail: andrea@coyotemoongrille.com
www.coyotemoongrille.com

Resolution for Acceptance of Gifts to the Royalton School District

Member _____ introduced the following resolution and moved its adoption:

WHEREAS all information is included in your packet;

The Royals Wrestling Club has generously donated \$1000 to the Girls Basketball program to be used for supplies and materials.

WHEREAS the conditions on this gift are included in the packet.

THEREFORE, BE IT RESOLVED by the Royalton School Board to gratefully accept the gift.

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

_____ and upon a roll call vote being taken thereon, the

following voted

in favor thereof:

following voted against:

and the following abstained:

The foregoing resolution was approved this 24th day of October, 2022.

_____ Board Chair, Russ Gerads

_____ Board Clerk, Rian Hofstad

FORM A

RESOLUTION OF GOVERNING BOARD SUPPORTING FORM A APPLICATION TO MINNESOTA STATE HIGH SCHOOL LEAGUE FOUNDATION

WHEREAS, the Minnesota State High School League Foundation was formed to provide support for Minnesota’s high school youth to participate in athletics and fine arts;

WHEREAS, the Governing Board of _____ recognizes the value of student participation in extracurricular activities; and

WHEREAS, the MSHSL Foundation is offering grants and funding to assist schools in recognizing, promoting and funding extracurricular participation by high school students in athletic and fine arts programs.

THEREFORE, BE IT RESOLVED, that the Governing Board of _____ supports the school’s application to the Minnesota State High School League Foundation for a FORM A grant to offset student activity fees.

Date

Board Chair/Head of School

Date


Board Clerk – Treasurer/ Finance Director



Quotation

Doc #
31517

Date
09/27/22

Sales Rep
Charlie Cummings 

Customer/Ship To
Royal Schools
120 Hawthorne Street
Royalton, MN 56373
Phone: (320) 584-4000

Vehicle Information
2020 Chrysler Voyager LXi
BraunAbility ADA Rear Entry
VIN: 2C4RC1DG9LR172579
Miles: 61,237 Color: Black Crystal

Dealer Information
Cummings Mobility
6540 Jansen Ave. NE.
Albertville, MN 55301
Phone: (763) 497-0103

Products / Services

2020 Chrysler Voyager LXi	\$26,800.00
Above listed chassis. Tax, title, and license fees additional and are calculated at time of sale.	Tax \$0.00
BraunAbility Voyager Rear Entry (Manual ADA)	\$20,600.00
The BraunAbility Voyager Rear-Entry is the perfect blend of style, space and function. The versatility of a rear-entry wheelchair van has never looked better or guaranteed more reliability and safety. Sedan lines blend with a minivan chassis that offers premium functionality and reliability. With a spacious entry featuring a 34.5wide ramp and 56 doorway, theres room for every mobility need. A patented two-position latch systems ensure a secure and worry-free ride that eliminates ramp rattle. And a simple-to-operate, light ramp makes it easy to stay on the go. Carpet flooring comes standard. Rubber flooring upgrade available for \$425.00.	Tax \$0.00
QRT Deluxe Retractable Tiedowns with Shoulder and Lap Belt (Additional Set)	\$690.00
QRT Deluxe retractable tie downs with S hooks, for adjustable placement in L track systems. These retractors have a knob on the side to get everything extra tight. These retractors anchor the wheelchair securely. This set of our retractors comes with a lap and shoulder belt to keep the wheelchair user safely in position.	Tax \$0.00
Extended Warranty (Optional)	\$4,384.00
3 year, 36,000 mile bumper to bumper warranty. Mirrors OEM bumper to bumper coverage. \$100.00 deductible per claim. Warranty is prorated and can be cashed out of if vehicle is sold or transferred.	Tax \$0.00

This Quote May Not Be Valid After 30 Days. Additional Taxes May Apply.

Sub Total \$52,474.00
Tax \$0.00

Total **\$52,474.00**

Acceptance: _____

PROPOSAL

ISD #485 Royalton Public Schools, MN

i PROPOSAL FOR THE SALE OF:
2020 Dodge 3+2 Type 3 with WC Ramp
Total cost per Vehicle
\$58,428.00 Plus tax, title, and license

PRICE DETAILS

i This vehicle has been pre-delivery inspected and could be ready for pick up in 24 hours.
The price includes cleaning, full of fuel, and two new sets of tie downs for the w/c positions.
Available options for your consideration not included in price:

- Vinyl lettering or wrap
- Camera system
- Radio

**Let us know how else we can help!*

UNITED BUS SALES

Derrick Agate, Bus Sales Representative
16676 197th Ave. NW Suite B., Big Lake, MN 55309
612-716-1776

Mission Statement

“Our mission at United Bus Sales is to deliver quality products with the best attention to our customers in the industry.”



ROYALTON
PUBLIC SCHOOLS

Substitute Pay

October 24, 2022

Royalton Current Substitute Pay Structure

Hourly Employees: (Custodians, Food Service, Paraprofessionals, Secretaries)

- Zero step of the current year salary schedule of that particular position

Teachers:

Daily (Short Call) Substitute

- 1-30 days subbing in a school year=\$120/day or \$15/hour
- 31-60 days subbing in a school year=\$135/day or \$16.88/hour
- 61+ days subbing in a school year=\$150/day or \$18.75/hour

Long Term Substitute

- BA Step 0 of Teacher Salary (currently \$219.80/day)-Prorated for duty days

Area Substitute Pay Structure

	Short Term Sub Teacher	Long Term Sub Teacher
ROYALTON	1-30 days=\$120/day or \$15/hr 31-60 days=\$135/day or \$16.88/hr 61+ days=\$150/day or \$18.75/hr	BA Step 0 of Teacher Salary (currently \$219.80/day)
Little Falls	1-30 days=\$135/day, \$67.50 half day, \$20.76/hr. Retired Teachers=\$145/day, \$72.50 half day, \$22.30/hr (documentation required)	1-30 days=\$155/day 31+ days consecutive=90% of BS Step 1 (\$190.41)
Pierz	\$130/day, \$65/day (under 4 hours) Retired Teachers=\$145/day	Bottom step/lane of Teacher Salary
Foley	\$130.56/day, \$83.56 half day, \$20.89/hr	\$269.06/day
Holdingsford	\$130/day Holdingsford Retired Teachers=\$135	Teacher Salary schedule placement is negotiated between district and long-term substitute

Area Substitute Pay Structure

	Short Term Sub Teacher	Long Term Sub Teacher
ROYALTON	1-30 days=\$120/day or \$15/hr 31-60 days=\$135/day or \$16.88/hr 61+ days=\$150/day or \$18.75/hr	BA Step 0 of Teacher Salary (currently \$219.80/day)
Sartell	\$150/day, \$75/day under 4 hrs, Sartell Retired Teachers=\$200/day, \$75 half day	
Sauk Rapids	\$140/day, \$70/day (under 4 hours) Sauk Rapids Retired Teacher=\$150/day	Bottom step/lane of Teacher Salary

Recommendation

	Short Term Sub Teacher	Long Term Sub Teacher	Hourly Employee Sub
ROYALTON Current	1-30 days=\$120/day or \$15/hr 31-60 days=\$135/day or \$16.88/hr 61+ days=\$150/day or \$18.75/hr	BA Step 0 of Teacher Salary (currently \$219.80/day)	Zero step of the current year salary schedule of that particular position
ROYALTON Recommendation	\$140/day \$150/day for Royalton Retired Teacher \$70/4-hours or under	Salary schedule placement is negotiated between district and long term sub	Zero step of the current year salary schedule of that particular position

Thank You!

Adopted: _____

MSBA/MASA Model Policy 516

Orig. 1995

Revised: _____

Rev. 2022~~0~~

516 STUDENT MEDICATION

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. REQUIREMENTS

- A. The administration of prescription medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.
- B. An "Administering Prescription Medications" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in ~~Minn. Stat. §~~Minnesota Statutes section 152.22, ~~subdivision~~Subd. 6.
- C. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label.
- D. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
- E. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Part J.5. below), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504

plan, or IHP (individual health plan).

- F. The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.
- G. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.
- H. The school nurse, or other designated person, shall be responsible for the filing of the Administering Prescription Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.
- I. Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a school nurse, a licensed school nurse, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under [Minn. Stat. §Minnesota Statutes section 121A.21](#)). The school district administration shall submit these procedures and any additional guidelines and procedures necessary to implement this policy to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.
- J. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.
- K. Specific Exceptions:
 - 1. Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings do not constitute administration of drugs and medicine;
 - 2. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy;
 - 3. Drugs or medicine provided or administered by a public health agency to prevent or control an illness or a disease outbreak are not governed by this policy;
 - 4. Drugs or medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy;
 - 5. Drugs or medicines that are prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
 - a. the school district has received a written authorization from the pupil's parent permitting the student to self-administer the medication;

- b. the inhaler is properly labeled for that student; and
- c. the parent has not requested school personnel to administer the medication to the student.

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

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

6. Medications:

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

are not governed by this policy.

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

7. Nonprescription Medication. A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

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

8. At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop

and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:

- a. possess epinephrine auto-injectors; or
- b. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

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

9. A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

L. "Parent" for students 18 years old or older is the student.

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

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

N. Procedure regarding unclaimed drugs or medications.

1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.
2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes [section](#)§ 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.
3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes [section](#)§ 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection ~~box~~ that complies with Drug Enforcement Agency

regulations, or if a site is not available, under the agency's procedure for transporting drugs.

- Legal References:** Minn. Stat. § 13.32 (~~Educational~~Student Health Data)
Minn. Stat. § 121A.21 (Hiring of Health Personnel)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
~~Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)~~
~~Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)~~
Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)
Minn. Stat. § 152.01 (Definitions)
~~Minn. Stat. § 151.212 (Label of Prescription Drug Containers)~~
Minn. Stat. § 152.22 (~~Medical Cannabis~~; Definitions)
Minn. Stat. § 152.23 (~~Medical Cannabis~~; Limitations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
- Cross References:** MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

Adopted: August 14, 2006

Royalton School District Policy 516

Revised: December 23, 2019

Last Revised: August 21, 2017

516 STUDENT MEDICATION

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering medication to student, during the regular school day. It is the intent of this policy to ensure safe administration of medications to students by school personnel and to provide authorization of student emergency self-administration of medication from asthma inhalers, epinephrine pens and insulin pens. The board encourages collaboration between parents/guardians and the school in these efforts.

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

For the purpose of this policy 'medication' includes both prescription and non-prescription (over-the-counter) medications, however non-prescription medications (over-the-counter) will be subject to different provisions under B and B1. "Physician" includes physicians, dentist, and other licensed health professionals when prescribing within the scope of their prescriptive authority (e.g., nurse practitioners). "Parent refers to the student's parent or guardian or parent for students 18 or older is the student. "Unlicensed personnel" refers to school staff that is not licensed by the state in any profession that allows for the administration of medication, diagnoses medical conditions, provide medical care, and/or prescribes medication (e.g., administrators, teachers, secretaries, education technicians, coaches, bus drivers).

IV. REQUIRMENTS

- A. In the event that no reasonable alternative exists and it is medically necessary for medication to be given during school hours, the parent/legal guardian may request in writing that medication be administered to the student during the school day. The school district may rely on a verbal parent request for over the counter medications up to one school day, upon the discretion of the school nurse. A

written authorization is required (Form 2A for OTC medications), after one day. Prescription medications require both a physician and parent signature on the authorization form (Form 1A), or a physician order from the provider's clinic with parent/guardian signature giving permission. The written request will provide an acknowledgment and agreement that unlicensed personnel may administer the medication as per physician's instructions for prescription medications and bottle instructions for OTC medications.

B. Non-prescription medications:

a. FDA approved over the counter medications may be given with parent permission without a doctor's order at the discretion of the school nurse. Non-prescription medications must come to school in the original properly labeled container, which clearly identifies the medication and proper dosages and may not be expired. Dosage may not exceed that which is recommended on the label. Parents/guardians will be responsible to provide non-prescription medications directly to the school. The district will not provide these medications for students (Form 2A)

b. A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year and the student must complete the self-carry agreement portion of the form with the school nurse who makes the final determination about whether or not student may possess and/or self-administer. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. The provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients (Form 3A).

c. . Essential oils may be used if in the form of a personal diffuser such as a necklace or bracelet only. The essential oil must be applied to the bracelet or necklace at home, not in the school. Essential oils will not be applied to students in school by school personnel.

C. Prescription medications:

a. A signed *physician's order* and a written parental request will be needed for the administration of prescription medications during school hours. No prescription medication will be given without a doctor's order. Such an order shall state any unique administration procedure, if appropriate.

- b. Vitamins and minerals are not FDA approved and therefore not allowed to be taken during school hours unless ordered by a physician and then must meet the above prescription medication requirements.

- D. All authorization/permission forms for students will expire at the end of the year. They need to be renewed annually or when a change in prescription or requirements for administration changes.

- E. The school must be notified immediately by the parent or student 18 years or older in writing of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well. The parent is responsible for notifying the school of any discontinuation of a prescribed medication that is being administered to the child in school. A verbal or written notification from parent/guardian can be given for discontinuation of an over-the-counter medication.

- F. All prescription medications must come to school in the original container labeled for the student by a pharmacist in accordance with the law, and must be administered in a manner consistent with the instructions on the label. Non-prescription medications must come in the original container.

- G. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.

- H. The school nurse may request to receive further information about a medication, if needed, prior to administration of the substance.

- I. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minn. Stat § 152.22, Subd. 6.

V. DELIVERY AND STORAGE OF MEDICATIONS

- A. The student's parents shall deliver any medication to be administered by school personal. In the event this is not practical, the parent/legal guardian will contact the school in order to make alternative arrangements. No more than an appropriate supply (30 day) supply for long term medications shall be kept at school. For short term medications a supply for no longer than 14 days will be kept at school.

- B. Medications are *NOT* to be carried or kept with the student, but left with the appropriate school district personnel. Exceptions to this requirement

are; prescription asthma medication, self-administered with an inhaler, self-administered Epi-Pens, and medications administered as per rules listed above, or as specified in an IEP (individual education plan) or IHP (individual health plan).

- C. All medications will be kept in a locked box or locked cabinet in the nurse's office. Exceptions to this would be medications carried by secondary students with the standards met listed above and self-administered medications by an inhaler, or Epi Pen.

VI. RECORD KEEPING

- A. The school nurse or other designated person shall be responsible for the filing of the "Authorization to Administer Medication" form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of medication administration instructions as per medication record in skyward.
- B. The school nurse will also be responsible for initiating the medication log in skyward which includes student's name, name of medication, dosage, route, time to be given, count of controlled substances, and any special instructions for individuals who will be giving medication as trained by the school nurse to do so.
- C. School staff administering medication shall document each instance medication is administered including the date, time, and dosage given. In cases of controlled substances a running count will be documented. Documentation will also be done if a student misses a dose along with the reason why they missed the dose.
- D. Records shall be retained according to the current State schedules pertaining to student health records.

VII. CONFIDENTIALTY

- A. To the extent legally permissible, staff members may be provided with such information regarding medication and its administration as may be in the best interest of the student.

VIII. TRAINING AND SUPERVISION OF STAFF

- A. Medication may be administered during the school day by licensed medical personnel acting within the scope of their licenses. All unlicensed personnel (principals, teachers, education technicians, school secretaries, coaches, bus drivers, ect.) who administered medication must receive training before being authorized to do so.

- B. The school nurse will evaluate the unlicensed person's skill and document successful completion of training. (Form 1B, medication administration training sign in sheet, or online training documentation)
- C. Training will take place at the beginning of the school year and throughout the year if need be.
- D. Supervision and monitoring of medication will be the responsibility of the school nurse.

IX. ADMINISTRATION OF MEDICATION DURING OFF-CAMPUS FIELD TRIPS AND SCHOOL SPONSORED EVENTS DURING SCHOOL HOURS.

- A. The school will accommodate students requiring administration of medication during field trips.
- B. The school nurse, principal, and as appropriate, the school unit's Section 504 Coordinator, will determine whether an individual student's participation is contraindicated due to the unstable/fragile nature of his/her health condition, the distance from emergency care that may be required, and or other extraordinary circumstances. The student's parent and primary care provider will be consulted in making this determination.
- C. The parent must provide the appropriate number of doses needed for the duration of the field trip or school-sponsored event.
- D. When there are no contraindications to student participation an appropriately trained staff member will be assigned to administer medication. If practical the parent will be encouraged to accompany the student, to care and administer medication.

X. SPECIFIC EXCEPTIONS:

1. Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings do not constitute administration of drugs or medicine;
2. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy;
3. Drugs or medicine provided or administered by a public health agency to prevent or control and illness or a disease outbreak are not governed by this policy;

4. Drugs or medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy;
5. Drugs or medicines that are prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
 - a. The school district has received a written authorization from the pupil's parent/guardian and physician permitting the student to self-administer the medication;
 - b. The inhaler is properly labeled for that student; and
 - c. The parent has not requested school personnel to administer the medication to the student.

The parent must submit written authorization for the student to self-administer the medication each school year. If the School District employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers. (Form 4A)

6. Medications:
 - a. That are used off school grounds;
 - b. That are used in connection with athletics or extracurricular activities; or
 - c. Those are used in connection with activities that occur before or after the regular school day are not governed by this policy.
7. At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individual written health plan for a student who is prescribed epinephrine auto-injectors or insulin that enables the student to:
 - a. Possess epinephrine auto-injectors or insulin; or

- b. If the parent and prescribing professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors or insulin in close proximity to the student at all times during the instructional day.

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

8. A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

XI. DISTRICT AND SCHOOLS OBTAINING AND POSSESSING EPINEPHRINE AUTO-INJECTORS

- A. Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered, during the instructional day, by school personnel to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector per Minn. Stat. § 121A.2208 and Minn. Stat. § 121A.2207. The administration of an epinephrine auto-injector in accordance with this section is not the practice of medicine. In regards to field trips, the school supplied epinephrine auto-injectors will remain at the school where the majority of the children are. Individuals with prescribed epinephrine auto-injectors will have those sent with on field trips.
- B. A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.
- C. The district or school will conduct annual education regarding the use of the epinephrine auto-injectors. Education to staff will include the ability to recognize the symptoms of anaphylaxis and administration of the life-saving medication epinephrine (pediatric and adult dose) while quickly summoning emergency care.

XII. DISPOSAL OF MEDICATIONS

- A. Two weeks-1 month prior to the end the school year a School Messenger notice, email, or letter will be sent home to parents to come and pick up their son/daughters left over medication.
- B. They will have until the last student day to pick up their child's med's after which the medications will be destroyed by the school nurse or appropriate school personnel.

XIII. DEVELOPMENT OF POLICY

- A. Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a school nurse, a licensed school nurse, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under Minn. Stat. 121A.21). The school district administration shall submit these procedures and any additional guidelines and procedures necessary to implement this policy to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.

Legal References:

Minn. Stat. § 13.32 (Student Health Data)
Minn. Stat. § 121A.21 (Hiring of Health Personnel)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhaler by Asthmatic Students)
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)
Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
20 U.S.C. 1400, et seq. (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. 794, et. seq. (Rehabilitation Act of 1973, 504)

Cross References:

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

Adopted: _____

MSBA/MASA Model Policy 721

Orig. 2016

Revised: _____

Rev. 2022~~19~~

721 UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES

[Note: School districts are required by the federal Uniform Grant Guidance regulations, 2 C.F.R. Code of Federal Regulations Part 200, to have the policies which establish uniform administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities including school districts. In June 2018, the United States Office of Management and Budget increased the threshold dollar amounts for both simplified acquisition costs (\$250,000) and micro-purchases (\$10,000).]

I. PURPOSE

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district.

II. DEFINITIONS

A. Grants

1. "State-administered grants" are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).
2. "Direct grants" are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

[Note: All of the requirements outlined in this policy apply to both direct grants and state-administered grants.]

B. "Non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

C. "Federal award" has the meaning, depending on the context, in either paragraph 1. or 2. of this definition:

1.
 - a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations section C.F.R. § 200.101 (Applicability); or
 - b. The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations section C.F.R. § 200.101 (Applicability).
2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 Code of Federal Regulations section C.F.R. § 200.40 (Federal Financial Assistance), or the cost-reimbursement contract awarded under the federal Acquisition Regulations.
3. "Federal award" does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-

government-owned, contractor-operated facilities.

- D. "Contract" means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 [Code of Federal Regulations C.F.R.](#) Part 200, does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.
- E. Procurement Methods
1. "Procurement by micro-purchase" is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (generally \$10,000, except as otherwise discussed in 48 [Code of Federal Regulations C.F.R.](#) Subpart 2.1 or as periodically adjusted for inflation).
- [Note: Minnesota school districts may choose to increase their federal micro-purchase threshold to \$25,000, which would align with the Minnesota limit. School districts choosing to adopt this increase must annually certify the higher threshold and the justification for using the higher threshold. Acceptable reasons for justification must meet one of the following criteria: (1) a qualification as a low-risk auditee, in accordance with the criteria established in 2 Code of Federal Regulations section 200.520; (2) an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or (3) a higher threshold consistent with state law.]**
- 1.2. "Procurement by small purchase procedures" are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$250,000 (periodically adjusted for inflation).
- 2.3. "Procurement by sealed bids (formal advertising)" is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
- 3.4. "Procurement by competitive proposals" is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.
- 4.5. "Procurement by noncompetitive proposals" is procurement through solicitation of a proposal from only one source.
- F. "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.
- G. "Compensation for personal services" includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 [Code of Federal Regulations section C.F.R. § 200.431](#) (Compensation - Fringe Benefits).
- H. "Post-retirement health plans" refer to costs of health insurance or health services not included in a pension plan covered by 2 [Code of Federal Regulations section C.F.R. § 200.431\(g\)](#) for retirees and their spouses, dependents, and survivors.

- I. "Severance pay" is a payment in addition to regular salaries and wages by the non-federal entities to workers whose employment is being terminated.
- J. "Direct costs" are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.
- K. "Relocation costs" are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.
- L. "Travel costs" are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

III. CONFLICT OF INTEREST

- A. Employee Conflict of Interest. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, and agents of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, or agents of the school district.
- B. Organizational Conflicts of Interest. The school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization because of relationships with a parent company, affiliate, or subsidiary organization.
- C. Disclosing Conflicts of Interest. The school district must disclose in writing any potential conflict of interest to MDE in accordance with applicable federal awarding agency policy.

IV. ACCEPTABLE METHODS OF PROCUREMENT

- A. General Procurement Standards. The school district must use its own documented procurement procedures which reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.
- B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.
- D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

- E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.
- F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.
- G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- H. Methods of Procurement. The school district must use one of the following methods of procurement:
 - 1. Procurement by micro-purchases. To the extent practicable, the school district must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the school district considers the price to be reasonable.
 - 2. Procurement by small purchase procedures. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
 - 3. Procurement by sealed bids (formal advertising).
 - 4. Procurement by competitive proposals. If this method is used, the following requirements apply:
 - a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - b. Proposals must be solicited from an adequate number of qualified sources;
 - c. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
 - d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - e. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.
 - 5. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:

- a. The item is available only from a single source;
 - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - c. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or
 - d. After solicitation of a number of sources, competition is determined inadequate.
- I. **Competition.** The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
- 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
 - 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- J. The school district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the school district must not preclude potential bidders from qualifying during the solicitation period.
- K. Non-federal entities are prohibited from contracting with or making subawards under "covered transactions" to parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000.
- L. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 [Code of Federal Regulations section C.F.R.—§ 180.215](#).

V. **MANAGING EQUIPMENT AND SAFEGUARDING ASSETS**

- A. **Property Standards.** The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 [Code of Federal Regulations sections C.F.R.—§§ 200.311, -200.314, and 200.315](#).

- B. **Equipment**

Management requirements. Procedures for managing equipment (including

replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep property in good condition.
5. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

VI. FINANCIAL MANAGEMENT REQUIREMENTS

A. Financial Management. The school district's financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award.

B. Payment. The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control.

Advance payments to a school district must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

C. Internal Controls. The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States, or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The school district must comply with federal statutes, regulations, and the terms and conditions of the federal award.

The school district must also evaluate and monitor the school district's compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must also take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

VII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

- A. Allowable Use of Funds. The school district administration and board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.
- B. Definitions
1. "Allowable cost" means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.
 2. "Education Department General Administrative Regulations (EDGAR)" means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements). EDGAR can be accessed at: <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.
 3. "Omni Circular" or "2 C.F.R.-Code of Federal Regulations Part 200s" or "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" means federal cost principles that provide standards for determining whether costs may be charged to federal grants.
 4. "Advance payment" means a payment that a federal awarding agency or passthrough entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-federal entity disburses the funds for program purposes.
- C. Allowable Costs. The following items are costs that may be allowable under the 2 Code of Federal Regulations C.F.R.-Part 200s under specific conditions:
1. Advisory councils;
 2. Audit costs and related services;
 3. Bonding costs;
 4. Communication costs;
 5. Compensation for personal services;
 6. Depreciation and use allowances;
 7. Employee morale, health, and welfare costs;
 8. Equipment and other capital expenditures;
 9. Gains and losses on disposition of depreciable property and other capital assets and substantial relocation of federal programs;

10. Insurance and indemnification;
11. Maintenance, operations, and repairs;
12. Materials and supplies costs;
13. Meetings and conferences;
14. Memberships, subscriptions, and professional activity costs;
15. Security costs;
16. Professional service costs;
17. Proposal costs;
18. Publication and printing costs;
19. Rearrangement and alteration costs;
20. Rental costs of building and equipment;
21. Training costs; and
22. Travel costs.

D. Costs Forbidden by Federal Law. 2 [Code of Federal Regulations](#) CFR Part 200s and EDGAR identify certain costs that may never be paid with federal funds. The following list provides examples of such costs. If a cost is on this list, it may not be supported with federal funds. The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 [Code of Federal Regulations](#) CFR Part 200s; thus, the following list is not exhaustive:

1. Advertising and public relations costs (with limited exceptions), including promotional items and memorabilia, models, gifts, and souvenirs;
2. Alcoholic beverages;
3. Bad debts;
4. Contingency provisions (with limited exceptions);
5. Fundraising and investment management costs (with limited exceptions);
6. Donations;
7. Contributions;
8. Entertainment (amusement, diversion, and social activities and any associated costs);
9. Fines and penalties;
10. General government expenses (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));
11. Goods or services for personal use;
12. Interest, except interest specifically stated in 2 [Code of Federal Regulations](#)

section C.F.R. § 200.441 as allowable;

13. Religious use;
14. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);
15. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and
16. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.
2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.
3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

1. The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes five core principles that serve as an important guide for effective grant management. These core principles require all costs to be:
 - a. Necessary for the proper and efficient performance or administration of the program.
 - b. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.
 - c. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.
 - d. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.
 - e. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

G. Program Specific Fiscal Rules. The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.
2. Many state-administered programs require local education agencies (LEAs) to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the "supplement, not supplant" provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).
3. Auditors generally presume supplanting has occurred in three situations:
 - a. School district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.
 - b. School district uses federal funds to provide services that the school district provided with state or local funds in the prior year.
 - c. School district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.
4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.
2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district's grants.

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.
2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

J. Employee Sanctions. Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

VIII. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services 98

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written policy of the school district consistently applied to both federal and non-federal activities; and
2. Follows an appointment made in accordance with a school district's written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, a school district must follow its written non-federal, entity-wide policies and practices concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

B. Compensation – Fringe Benefits

1. During leave.

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- a. They are provided under established written leave policies;
 - b. The costs are equitably allocated to all related activities, including federal awards; and
 - c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.
2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 [Code of Federal Regulations section C.F.R. § 200.447\(d\)](#)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.
 3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.
 4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the written policies of the school district.
 5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the school district.
 6. Costs of severance pay are allowable only to the extent that, in each case,

severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.

- C. Insurance and Indemnification. Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.
- D. Recruiting Costs. Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:
 - 1. Critical and necessary for the conduct of the project;
 - 2. Allowable under the cost principles set forth in the Uniform Grant Guidance;
 - 3. Consistent with the school district's cost accounting practices and school district policy; and
 - 4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.
- E. Relocation Costs of Employees. Relocation costs are allowable, subject to the limitations described below, provided that reimbursement to the employee is in accordance with the school district's reimbursement policy.
- F. Travel Costs. Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the school district's non-federally funded activities and in accordance with the school district's reimbursement policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations according to the school district's written reimbursement and/or travel policies.

In addition, when costs are charged directly to the federal award, documentation must justify the following:

- 1. Participation of the individual is necessary to the federal award; and
- 2. The costs are reasonable and consistent with the school district's established travel policy.

Temporary dependent care costs above and beyond regular dependent care that directly results from travel to conferences is allowable provided the costs are:

- 1. A direct result of the individual's travel for the federal award;
- 2. Consistent with the school district's documented travel policy for all school district travel; and
- 3. Only temporary during the travel period.

[Note: Noncompliance. If a school district fails to comply with federal statutes, regulations, or the terms and conditions of a federal award, the DOE or MDE may impose additional conditions, as described in 2 Code of Federal Regulations section C.F.R. § 200.2087 (Specific Conditions). If the DOE or MDE determines that noncompliance cannot be remedied by imposing additional conditions, the DOE or MDE may take one or more of the following actions, as appropriate under the

circumstances: 1) Temporarily withhold cash payments pending correction of the deficiency by the school district or more severe enforcement action by the DOE or MDE; 2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; 3) Wholly or partly suspend or terminate the federal award; 4) Initiate suspension or debarment proceedings as authorized under 2 Code of Federal Regulations C.F.R. Part 180 and DOE regulations (or, in the case of MDE, recommend such a proceeding be initiated by the DOE); 5) Withhold further federal awards for the project or program; and/or 6) Take other remedies that may be legally available.]

Legal References:

- 2 C.F.R. § 200.1~~2~~ (Definitions: Capital Assets)
- 2 C.F.R. § 200.112 (Conflict of Interest)
- 2 C.F.R. § 200.113 (Mandatory Disclosures)
- 2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Risk Posed by Applicants)
- 2 C.F.R. § 200.21~~4~~2 (Suspension and Debarment)
- 2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
- 2 C.F.R. § 200.302 (Financial Management)
- 2 C.F.R. § 200.303 (Internal Controls)
- 2 C.F.R. § 200.305(b)(1) (Federal Payment)
- 2 C.F.R. § 200.310 (Insurance Coverage)
- 2 C.F.R. § 200.311 (Federally-owned and Exempt PropertyReal Property)
- 2 C.F.R. § 200.313(d) (Equipment)
- 2 C.F.R. § 200.314 (Supplies)
- 2 C.F.R. § 200.315 (Intangible Property)
- 2 C.F.R. § 200.318 (General Procurement Standards)
- 2 C.F.R. § 200.319(c) (Competition)
- 2 C.F.R. § 200.320 (Methods of Procurement to be Followed)
- 2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms)
- 2 C.F.R. § 200.328 (Financial ReportingMonitoring and Reporting Program Performance)
- 2 C.F.R. § 200.33~~9~~8 (Remedies for Noncompliance)
- 2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
- 2 C.F.R. § 200.430 (Compensation – Personal Services)
- 2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
- 2 C.F.R. § 200.447 (Insurance and Indemnification)
- 2 C.F.R. § 200.463 (Recruiting Costs)
- 2 C.F.R. § 200.464 (Relocation Costs of Employees)
- 2 C.F.R. § 200.47~~4~~3 (Transportation Costs)
- 2 C.F.R. § 200.47~~5~~4 (Travel Costs)

Cross References:

- MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)
- MSBA/MASA Model Policy 210 (Conflict of Interest – School Board Members)
- MSBA/MASA Model Policy 210.1 (Conflict of Interest – Charter School Board Members)
- MSBA/MASA Model Policy 412 (Expense Reimbursement)
- MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
- MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
- MSBA/MASA Model Policy 702 (Accounting)
- MSBA/MASA Model Policy 703 (Annual Audit)

721 UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES

[Note: School districts are required by the federal Uniform Grant Guidance regulations, 2 C.F.R. Part 200, to have the policies which establish uniform administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities including school districts. In June 2018, The United States Office of Management and Budget published increased the threshold dollar amounts for both simplified acquisition costs (\$250,000) and micro-purchases (\$10,000).]

I. PURPOSE

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district.

II. DEFINITIONS

A. Grants

1. “State-administered grants” are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).
2. “Direct grants” are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

[Note: All of the requirements outlined in this policy apply to both direct grants and state-administered grants.]

- B. “Non-federal entity” means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.
- C. “Federal award” has the meaning, depending on the context, in either paragraph 1. or 2. of this definition:
 1. a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101 (Applicability);
or

- b. The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101 (Applicability).
 2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 C.F.R. § 200.40 (Federal Financial Assistance), or the cost-reimbursement contract awarded under the federal Acquisition Regulations.
 3. “Federal award” does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.
- D. “Contract” means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 C.F.R. Part 200, does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.
- E. Procurement Methods
 1. “Procurement by micro-purchase” is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (generally \$10,000, except as otherwise discussed in 48 C.F.R. Subpart 2.1 or as periodically adjusted for inflation).
 2. “Procurement by small purchase procedures” are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$250,000 (periodically adjusted for inflation).
 3. “Procurement by sealed bids (formal advertising)” is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
 4. “Procurement by competitive proposals” is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.
 5. “Procurement by noncompetitive proposals” is procurement through solicitation of a proposal from only one source.

- F. “Equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.
- G. “Compensation for personal services” includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 C.F.R. § 200.431 (Compensation - Fringe Benefits).
- H. “Post-retirement health plans” refer to costs of health insurance or health services not included in a pension plan covered by 2 C.F.R. § 200.431(g) for retirees and their spouses, dependents, and survivors.
- I. “Severance pay” is a payment in addition to regular salaries and wages by the non-federal entities to workers whose employment is being terminated.
- J. “Direct costs” are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.
- K. “Relocation costs” are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.
- L. “Travel costs” are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

III. CONFLICT OF INTEREST

- A. Employee Conflict of Interest. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, and agents of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, or agents of the school district.

- B. Organizational Conflicts of Interest. The school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization because of relationships with a parent company, affiliate, or subsidiary organization.
- C. Disclosing Conflicts of Interest. The school district must disclose in writing any potential conflict of interest to MDE in accordance with applicable federal awarding agency policy.

IV. ACCEPTABLE METHODS OF PROCUREMENT

- A. General Procurement Standards. The school district must use its own documented procurement procedures which reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.
- B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.
- D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.
- F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.
- G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

H. Methods of Procurement. The school district must use one of the following methods of procurement:

1. Procurement by micro-purchases. To the extent practicable, the school district must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the school district considers the price to be reasonable.
2. Procurement by small purchase procedures. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
3. Procurement by sealed bids (formal advertising).
4. Procurement by competitive proposals. If this method is used, the following requirements apply:
 - a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - b. Proposals must be solicited from an adequate number of qualified sources;
 - c. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
 - d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - e. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.
5. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:
 - a. The item is available only from a single source;

- b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - c. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or
 - d. After solicitation of a number of sources, competition is determined inadequate.
- I. Competition. The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
- 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
 - 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- J. The school district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the school district must not preclude potential bidders from qualifying during the solicitation period.
- K. Non-federal entities are prohibited from contracting with or making subawards under “covered transactions” to parties that are suspended or debarred or whose principals are suspended or debarred. “Covered transactions” include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000.
- L. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 C.F.R. § 180.215.

V. MANAGING EQUIPMENT AND SAFEGUARDING ASSETS

- A. Property Standards. The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 C.F.R. §§ 200.311, 200.314, and 200.315.

B. Equipment

Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep property in good condition.
5. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

VI. FINANCIAL MANAGEMENT REQUIREMENTS

A. Financial Management. The school district's financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award.

B. Payment. The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control.

Advance payments to a school district must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

C. Internal Controls. The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States, or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The school district must comply with federal statutes, regulations, and the terms and conditions of the federal award.

The school district must also evaluate and monitor the school district's compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must also take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

VII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

- A. Allowable Use of Funds. The school district administration and board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.
- B. Definitions
1. “Allowable cost” means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.
 2. “Education Department General Administrative Regulations (EDGAR)” means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements). EDGAR can be accessed at: <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.
 3. “Omni Circular” or “2 C.F.R. Part 200s” or “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” means federal cost principles that provide standards for determining whether costs may be charged to federal grants.
 4. “Advance payment” means a payment that a federal awarding agency or passthrough entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-federal entity disburses the funds for program purposes.
- C. Allowable Costs. The following items are costs that may be allowable under the 2 C.F.R. Part 200s under specific conditions:
1. Advisory councils;
 2. Audit costs and related services;
 3. Bonding costs;
 4. Communication costs;
 5. Compensation for personal services;
 6. Depreciation and use allowances;
 7. Employee morale, health, and welfare costs;

8. Equipment and other capital expenditures;
9. Gains and losses on disposition of depreciable property and other capital assets and substantial relocation of federal programs;
10. Insurance and indemnification;
11. Maintenance, operations, and repairs;
12. Materials and supplies costs;
13. Meetings and conferences;
14. Memberships, subscriptions, and professional activity costs;
15. Security costs;
16. Professional service costs;
17. Proposal costs;
18. Publication and printing costs;
19. Rearrangement and alteration costs;
20. Rental costs of building and equipment;
21. Training costs; and
22. Travel costs.

D. Costs Forbidden by Federal Law. 2 CFR Part 200s and EDGAR identify certain costs that may never be paid with federal funds. The following list provides examples of such costs. If a cost is on this list, it may not be supported with federal funds. The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 CFR Part 200s; thus, the following list is not exhaustive:

1. Advertising and public relations costs (with limited exceptions), including promotional items and memorabilia, models, gifts, and souvenirs;
2. Alcoholic beverages;
3. Bad debts;
4. Contingency provisions (with limited exceptions);
5. Fundraising and investment management costs (with limited exceptions);

6. Donations;
7. Contributions;
8. Entertainment (amusement, diversion, and social activities and any associated costs);
9. Fines and penalties;
10. General government expenses (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));
11. Goods or services for personal use;
12. Interest, except interest specifically stated in 2 C.F.R. § 200.441 as allowable;
13. Religious use;
14. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);
15. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and
16. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.
2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.
3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

1. The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes five core principles that serve as an important guide for effective grant management. These core principles require all costs to be:
 - a. Necessary for the proper and efficient performance or administration of the program.
 - b. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.
 - c. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.
 - d. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.
 - e. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

G. Program Specific Fiscal Rules. The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.
2. Many state-administered programs require local education agencies (LEAs) to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the “supplement, not supplant” provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for

with state or local funds (and, in some cases, with other federal funds).

3. Auditors generally presume supplanting has occurred in three situations:
 - a. School district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.
 - b. School district uses federal funds to provide services that the school district provided with state or local funds in the prior year.
 - c. School district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.
4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.
2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district's grants.

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.
2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

- J. Employee Sanctions. Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

VIII. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for

individual employees:

1. Is reasonable for the services rendered and conforms to the established written policy of the school district consistently applied to both federal and non-federal activities; and
2. Follows an appointment made in accordance with a school district's written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, a school district must follow its written non-federal, entity wide policies and practices concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

B. Compensation – Fringe Benefits

1. During leave.

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- a. They are provided under established written leave policies;
 - b. The costs are equitably allocated to all related activities, including federal awards; and
 - c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.
2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 C.F.R. § 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.
 3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.

4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the written policies of the school district.
 5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the school district.
 6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.
- C. Insurance and Indemnification. Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.
- D. Recruiting Costs. Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:
1. Critical and necessary for the conduct of the project;
 2. Allowable under the cost principles set forth in the Uniform Grant Guidance;
 3. Consistent with the school district's cost accounting practices and school district policy; and
 4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.
- E. Relocation Costs of Employees. Relocation costs are allowable, subject to the limitations described below, provided that reimbursement to the employee is in accordance with the school district's reimbursement policy.
- F. Travel Costs. Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the school district's non-federally funded activities and in accordance with the school district's reimbursement policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations according to the school district's written reimbursement and/or travel policies.

In addition, when costs are charged directly to the federal award, documentation must justify the following:

1. Participation of the individual is necessary to the federal award; and
2. The costs are reasonable and consistent with the school district's established travel policy.

Temporary dependent care costs above and beyond regular dependent care that directly results from travel to conferences is allowable provided the costs are:

1. A direct result of the individual's travel for the federal award;
2. Consistent with the school district's documented travel policy for all school district travel; and
3. Only temporary during the travel period.

[Note: Noncompliance. If a school district fails to comply with federal statutes, regulations, or the terms and conditions of a federal award, the DOE or MDE may impose additional conditions, as described in 2 C.F.R. § 200.207 (Specific Conditions). If the DOE or MDE determines that noncompliance cannot be remedied by imposing additional conditions, the DOE or MDE may take one or more of the following actions, as appropriate under the circumstances: 1) Temporarily withhold cash payments pending correction of the deficiency by the school district or more severe enforcement action by the DOE or MDE; 2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; 3) Wholly or partly suspend or terminate the federal award; 4) Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and DOE regulations (or, in the case of MDE, recommend such a proceeding be initiated by the DOE); 5) Withhold further federal awards for the project or program; and/or 6) Take other remedies that may be legally available.]

Legal References: 2 C.F.R. § 200.12 (Capital Assets)
2 C.F.R. § 200.112 (Conflict of Interest)
2 C.F.R. § 200.113 (Mandatory Disclosures)
2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Risk Posed by Applicants)
2 C.F.R. § 200.212 (Suspension and Debarment)
2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
2 C.F.R. § 200.302 (Financial Management)
2 C.F.R. § 200.303 (Internal Controls)
2 C.F.R. § 200.305(b)(1) (Payment)
2 C.F.R. § 200.310 (Insurance Coverage)
2 C.F.R. § 200.311 (Real Property)
2 C.F.R. § 200.313(d) (Equipment)
2 C.F.R. § 200.314 (Supplies)

2 C.F.R. § 200.315 (Intangible Property)
2 C.F.R. § 200.318 (General Procurement Standards)
2 C.F.R. § 200.319(c) (Competition)
2 C.F.R. § 200.320 (Methods of Procurement to be Followed)
2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms)
2 C.F.R. § 200.328 (Monitoring and Reporting Program Performance)
2 C.F.R. § 200.338 (Remedies for Noncompliance)
2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
2 C.F.R. § 200.430 (Compensation – Personal Services)
2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
2 C.F.R. § 200.447 (Insurance and Indemnification)
2 C.F.R. § 200.463 (Recruiting Costs)
2 C.F.R. § 200.464 (Relocation Costs of Employees)
2 C.F.R. § 200.473 (Transportation Costs)
2 C.F.R. § 200.474 (Travel Costs)

Cross References: MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)
MSBA/MASA Model Policy 210 (Conflict of Interest – School Board Members)
MSBA/MASA Model Policy 210.1 (Conflict of Interest – Charter School Board Members)
MSBA/MASA Model Policy 412 (Expense Reimbursement)
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)
MSBA/MASA Model Policy 703 (Annual Audit)

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.
- D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.

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

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

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III. DEFINITIONS

- A. "Electronic delivery device" means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of aerosol or vapor from the product. Electronic delivery devices includes but is not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device excludes drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

419-1

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

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IV. EXCEPTIONS

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

V. VAPING PREVENTION INSTRUCTION

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

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

VI. ENFORCEMENT

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

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VII. DISSEMINATION OF POLICY

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

Legal References: Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)
Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)
Minn. Stat. § 609.685 (Sale of Tobacco to [Persons Under Age 21](#))
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

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

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Deleted: MSBA Service Manual, Chapter 2, Students; Rights, Responsibilities and Behavior

Adopted: August 26, 2019

Royalton School District Policy 520

Revised:

Reviewed:

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520 STUDENT SURVEYS

I. PURPOSE

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

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

II. GENERAL STATEMENT OF POLICY

Student surveys may be conducted as determined necessary by the school district. Surveys, analyses, and evaluations conducted as part of any program funded through the U.S. Department of Education must comply with 20 [United States Code section 1232h](#).

Deleted: U.S.C. §

III. STUDENT SURVEYS IN GENERAL

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

Deleted: Minn. Stat. Ch.

Deleted: U.S.C. §

Deleted: C.F.R.

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

- A. All instructional materials, including teacher's manuals, films, tapes, or other

supplementary material which will be used in connection with any survey, analysis, or evaluation as part of any program funded in whole or in part by the U.S. Department of Education, shall be available for inspection by the parents or guardians of the students.

- B. No student shall be required, as part of any program funded in whole or in part by the U.S. Department of Education, without the prior consent of the student (if the student is an adult or emancipated minor), or, in the case of an unemancipated minor, without the prior written consent of the parent, to submit to a survey that reveals information concerning:
1. political affiliations or beliefs of the student or the student's parent;
 2. mental and psychological problems of the student or the student's family;
 3. sex behavior or attitudes;
 4. illegal, antisocial, self-incriminating, or demeaning behavior;
 5. critical appraisals of other individuals with whom respondents have close family relationships;
 6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
 7. religious practices, affiliations, or beliefs of the student or the student's parent; or
 8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).
- C. A school district that receives funds under any program funded by the U.S. Department of Education shall develop local policies consistent with Sections IV.A. and IV.B., above, concerning student privacy, parental access to information, and administration of certain physical examinations to minors.
1. The following policies are to be adopted in consultation with parents:
 - a. The right of a parent to inspect, on request, a survey, including an evaluation, created by a third party before the survey is administered or distributed by a school to a student, including procedures for granting a parent's request for reasonable access to such survey within a reasonable period of time after the request is received.

"Parent" means a legal guardian or other person acting *in loco parentis* (in place of a parent), such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child.
 - b. Arrangements to protect student privacy in the event of the administration or distribution of a survey, including an evaluation, to a student which contains one or more of the items listed in Section IV.B., above, including the right of a parent of a student to inspect, on request, any such survey.

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

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

- d. The administration of physical examinations or screenings that the school district may administer to a student. This provision does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (20 [United States Code section 1400, et seq.](#)).

Deleted: U.S.C. §

- e. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing the information to others for that purpose), including arrangements to protect student privacy that are provided by the school district in the event of such collection, disclosure, or use.

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

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

- (a) college or other post-secondary education recruitment or military;
- (b) book clubs, magazines, and programs providing access to low cost literary products;
- (c) curriculum and instructional materials used by elementary and secondary schools;
- (d) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students, or to generate other statistically useful data for the purpose of securing such tests and assessments and the subsequent analysis and public release of the aggregate data from such tests and assessments;
- (e) the sale by students of products or services to raise

520-3

funds for school-related or education-related activities;
and

(f) student recognition programs.

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

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

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

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

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

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

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

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

c. The notice will advise students of the specific or approximate dates during the school year when the activities in Section IV.C.2., Subparagraph b., above, are scheduled, or expected to be scheduled.

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

V. NOTICE

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

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

Deleted: , 122 S.Ct. 2268, 153 L.Ed. 2d 309

Cross References: MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 ([Title IX Sex Nondiscrimination, Grievance Procedure and Process](#))

Deleted: Student Sex Nondiscrimination

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

PUBLIC NOTICE

Royalton School District No. 485 gives notice to parents of students currently in attendance in the school district, eligible students currently in attendance in the school district, and students currently in attendance in the school district of their rights regarding the conduct of surveys, collection and use of information for marketing purposes, and certain physical examinations.

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

Policy 520 Form
2022

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

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

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

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

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MINNESOTA

Date: _____

→→→→→ School Board Chair

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PPRA NOTICE AND CONSENT/OPT-OUT FOR SPECIFIC ACTIVITIES

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

- 1. Political affiliations or beliefs of the student or the student's parent;
- 2. Mental and psychological problems of the student or the student's family;
- 3. Sex behavior or attitudes;
- 4. Illegal, antisocial, self-incriminating, or demeaning behavior;

Deleted: 5. Critical appraisals of other individuals with whom respondents have close family relationships;

→ 6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;

Deleted: 7. Religious practices, affiliations, or beliefs of the student or the student's parent; or

→ 8. Income, other than as required by law to determine program eligibility.

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

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Deleted: *Date:* ¶
Grades: [see sample activity notices attached] ¶
Activity: ¶
Summary: ¶
¶
Consent or Opt-out: [or both depending on situation] ¶
→→→→→→→→ ¶
¶
If you wish to review any survey instrument or instructional material used in connection with any protected information or marketing survey, please submit a request to **[school official, address]**. **[School official]** will notify you of the time and place where you may review these materials. You have the right to review a survey and/or instructional materials before the survey is administered to a student. ¶
→→→→→→→→ ¶
¶
I [parent's name] give my consent for [child's name] to take [survey] on [date] . ¶
→→→→→→→→ ¶
→→→→→→→→ Parent's signature ¶
¶
Please return this form no later than [insert date] to [name of school official and mailing address] . ¶

Deleted: **[Limited to personal information designated as "directory information"]** ¶
¶
Date: →→ 2010-2011 School Year ¶
Grades: →→ Nine through Twelve ¶
Activity: → Student-Based Commercial Services ¶
Summary: → **[School]** collects, or allows businesses to collect, use, and disclose personal information on students, including names, addresses, and telephone listings. These businesses provide student-based products and services, such as computer equipment, sports clothing, school jewelry, and entertainment products. ¶
¶
Opt-out: → Contact **[school official]** at **[telephone number, email, address, etc.]** no later than **[date]** if you do not want your child to participate in this activity. ¶
¶
[Note: This information – names, addresses, and telephone listings – may be designated and disclosed as "directory information" under the school district's student records policy. Instead of using this Model Notice format, schools may meet PPRA notice requirements for specific marketing activities that involve only designated "directory information" by [2]

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Page 9: [2] Deleted Microsoft Office User 10/17/22 3:17:00 PM

Adopted: August 8, 2011
Revised: September 23, 2019

Royalton School District Policy 603
Reviewed:

603 CURRICULUM DEVELOPMENT

I. PURPOSE

The purpose of this policy is to provide direction for continuous review and improvement of the school curriculum.

II. GENERAL STATEMENT OF POLICY

Curriculum development shall be directed toward the fulfillment of the goals and objectives of the education program of the school district.

III. RESPONSIBILITY

The superintendent shall be responsible for curriculum development and for determining the most effective way of conducting research on the school district's curriculum needs and establishing a long-range curriculum development program. Timelines shall be determined by the superintendent that will provide for periodic reviews of each curriculum area.

IV. Strategic Planning Committee

A. The school board shall establish an strategic planning committee to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.

B. The district strategic planning committee, to the extent possible, shall reflect the diversity of the district and its school sites, include teachers, parents, support staff, students, and other community residents, and provide translation to the extent appropriate and practicable. Whenever possible, parents and other community residents shall comprise at least two-thirds of advisory committee members.

C. The district strategic planning committee shall pursue community support to accelerate the academic and native literacy and achievement of English learners with varied needs, from young children to adults, consistent with Minnesota Statutes section 124D.59, subdivisions 2 and 2a.

D. The district may establish site teams as subcommittees of the district advisory committee.

E. The district strategic planning committee shall recommend to the school board

1. rigorous academic standards, student achievement goals and measures consistent with Minnesota Statutes section 120B.11, subdivision 1a, section 120B.022, subdivisions 1a and 1b, and section 120B.35,
2. district assessments,
3. means to improve students' equitable access to effective and more diverse teachers, and

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[Note: Minn. Stat. §Minnesota Statutes section 120B.11 requires school districts to adopt a comprehensive long-term strategic plan that addresses the review of curriculum, instruction, student achievement, and assessment. MSBA/MASA Model Policies 601, 603, and 616 address these statutory requirements. In addition, MSBA/MASA Model Policies 613-615 and 6187-620 provide procedures to further implement the requirements of Minn. Stat. §Minnesota Statutes section 120B.11.]¶

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4. [program evaluations.](#)

F. [School sites may expand upon district evaluations of instruction, curriculum, assessments, or programs.](#)

V. Curriculum Development Process

A. Within the ongoing process of curriculum development, the following needs shall be addressed:

1. Provide for articulation of courses of study from kindergarten through grade twelve.
2. Identify minimum objectives for each course and at each elementary grade level.
3. Provide for continuing evaluation of programs for the purpose of attaining school district objectives.
4. Provide a program for ongoing monitoring of student progress.
5. Provide for specific, particular, and special needs of all members of the student community.
6. Develop a local literacy plan to have every child reading at or above grade level no later than the end of grade 3, including English learners, and teachers providing comprehensive, scientifically based reading instruction consistent with law.
7. Integrate required and elective course standards in the scope and sequence of the district curriculum.
8. Meet all applicable requirements of the Minnesota Department of Education and federal law.

B. [Students identified as not reading at grade level by the end of kindergarten, grade 1, and grade 2 must be screened for characteristics of dyslexia. Students in grade 3 or higher who demonstrate a reading difficulty to a classroom teacher must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified. See \[Minnesota Statutes section 120B.12, Subd. 2.\]\(#\)](#)

C. [Students who do not meet or exceed Minnesota academic standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of \[Minnesota Statutes section 120A.20, Subd. 1\\(c\\).\]\(#\) A student's plan under this section shall continue while the student is enrolled.](#)

D. [The superintendent shall be responsible for keeping the school board informed of all state-mandated curriculum changes, as well as recommended discretionary changes, and for periodically presenting recommended modifications for school board review and approval.](#)

E. [The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to curriculum development.](#)

Deleted: A district advisory committee shall provide assistance at the request of the superintendent. The advisory committee membership shall be a reflection of the community and, to the extent possible, shall reflect the diversity of the district and its school sites, and shall include parent, teacher, support staff, student, community residents, and administration representation, and shall provide translation to the extent appropriate and practicable. Whenever possible, parents and other community residents shall comprise at least two-thirds of advisory committee members.

Deleted: V. - School Site Team

Each school must establish a site team to develop and implement strategies and education effectiveness practices to improve instruction, curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site. The site team must include an equal number of teachers and administrators and at least one parent. The site team advises the board and the advisory committee about developing the annual budget and creates an instruction and curriculum improvement plan to align curriculum, assessment of student progress, and growth in meeting state and district academic standards and instruction.

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Legal References:

Minn. Stat. § 120B.10 (Findings; Improving Instruction and Curriculum)
Minn. Stat. § 120B.11 (School District Process)
Minn. Stat. § 120B.12 (Reading Proficiently ~~No Later than the End of Grade 3~~)
Minn. Stat. § 120B.125(f) (Planning for Students' Successful Transition to Postsecondary Education and Employment)
Minn. Rules Part 3500.0550 (Inclusive Educational Program)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Part [3501.0820](#) (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (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)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

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Deleted: Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)

Cross References:

MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 605 (Alternative Programs)
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 619 (Staff Development for Standards)
MSBA/MASA Model Policy 620 (Credit for Learning)
MSBA/MASA Model Policy 623 (Mandatory Summer School Instruction)

Deleted: MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)

Adopted: September 26, 2022

Royalton School District Policy 609

Revised:

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609 RELIGION

I. PURPOSE

The purpose of this policy is to identify the status of religion as it pertains to the programs of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall neither promote nor disparage any religious belief or nonbelief. Instead, the school district encourages all students and employees to have appreciation for and tolerance of each other's views.
- B. The school district also recognizes that religion has had and is having a significant role in the social, cultural, political, and historical development of civilization.
- C. The school district recognizes that one of its educational objectives is to increase its students' knowledge and appreciation of music, art, drama, and literature which may have had a religious basis or origin as well as a secular importance.
- D. The school district supports the inclusion of religious music, art, drama, and literature in the curriculum and in school activities provided it is intrinsic to the learning experience and is presented in an objective manner without sectarian indoctrination.
- E. The historical and contemporary values and the origin of various religions, holidays, customs, and beliefs may be explained in an unbiased and nonsectarian manner.

III. RESPONSIBILITY

- A. The superintendent shall be responsible for ensuring that the study of religious materials, customs, beliefs, and holidays in the school district is in keeping with the following guidelines:
 - 1. The proposed activity must have a secular purpose.
 - 2. The primary objective of the activity must be one that neither advances nor inhibits religion.
 - 3. The activity must not foster excessive governmental relationships with religion.
 - 4. Notwithstanding the foregoing guidelines, reasonable efforts must be made to accommodate any student who wishes to be excused from a curricular activity for a religious observance. The school district must provide annual notice to parents of this policy.
- B. The superintendent is granted authority to develop and present for school board review and approval directives and guidelines for the purpose of providing further guidance relative to the teaching of materials related to religion. Approved directives and guidelines shall be attached as an addendum to this policy.

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- Deleted: attendance at school for the purpose of religious instruction or
- Deleted: observance of religious holidays.

Legal References:

U. S. Const., amend. I
Minn. Stat. § 120A.22, Subd. 12(3) (Compulsory Instruction)
Minn. Stat. § 120A.35 (Absence from School for Religious Observance)
Minn. Stat. § 121A.10 (Moment of Silence)
Good News Club v. Milford Central School, 533 U.S. 98 (2001)
Santa Fe Indep. Sch. Dist. v. Doe, 530 U.S. 290 (2000)
Tangipahoa Parish Bd. of Educ. v. Freiler, 530 U.S. 1251 (2000)
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Child Evangelism Fellowship v. Minneapolis Special Sch. Dist. No. 1, 690 F.3d 996 (8th Cir. 2012)
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Stark v. Independent Sch. Dist. No. 640, 123 F.3d 1068 (8th Cir. 1997)
Florey v. Sioux Falls Sch. Dist. 49-5, 619 F.2d 1311 (8th Cir. 1980)
Roark v. South Iron R-1 Sch. Dist., 573 F.3d 556 (8th Cir. 2009)
Child Evangelism Fellowship v. Elk River Area Sch. Dist. No. 728, 599 F.Supp.2d 1136 (D. Minn. 2009)
LeVake v. Independent Sch. Dist. No. 656, 625 N.W.2d 502 (Minn. App. 2001)
Minn. Op. Atty. Gen. 169-J (Feb. 14, 1968)
Minn. Op. Atty. Gen. 169-K (Oct. 21, 1949)
Minn. Op. Atty. Gen. 63 (1940)
Minn. Op. Atty. Gen. 120 (1924)
Minn. Op. Atty. Gen. 121 (1924)

Cross References:

MSBA/MASA Model Policy 801 (Equal Access to School Facilities)

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- Deleted: , 120 S.Ct. 2266
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- Deleted: , 91 S.Ct. 2105, 29 L.Ed.2d 745

<p>Notification to Employer Of Moving Violation</p> <p>Commercial Drivers License 49 CFR 383.31 Minnesota Statute 171.168</p>	
<p>Upon conviction of any moving violation by any state or local jurisdiction the holder of a Minnesota Commercial Driver License must notify their employer(s) in writing within 30 days of such conviction.</p>	
DRIVER NAME (First Name, MI, Last Name)	STATE
COMMERCIAL DRIVER'S LICENSE NUMBER	DID THE VIOLATION HAPPEN IN A CMV? <input type="checkbox"/> YES <input type="checkbox"/> NO
DATE OF CONVICTION	
LOCATION OF OFFENSE	CITY STATE
DETAILS ABOUT THE OFFENSE, INCLUDING ANY RESULTING SUSPENSION, REVOCATION, OR CANCELLATION OF DRIVING PRIVILEGES:	DATE
SIGNATURE OF DRIVER	

**Notification to Employer
Of
Suspension, Revocation, Cancellation or Disqualification**

Commercial Drivers License
49 CFR 383.33
Minnesota Statute 171.169

The holder of a Minnesota Commercial Driver License shall notify their employer(s) in writing of any suspension, revocation, cancellation, loss of privilege or disqualification, before the end of the business day following the day the driver (employee) received notice of the suspension, revocation, cancellation, loss of privilege or disqualification.

DRIVER NAME (First Name, MI, Last Name)		STATE
COMMERCIAL DRIVER'S LICENSE NUMBER	DID THE VIOLATION HAPPEN IN A CMV? <input type="checkbox"/> YES <input type="checkbox"/> NO	
DATE OF CONVICTION		
LOCATION OF OFFENSE	CITY	STATE
DETAILS ABOUT THE OFFENSE, INCLUDING ANY RESULTING SUSPENSION, REVOCATION, OR CANCELLATION OF DRIVING PRIVILEGES:		DATE
SIGNATURE OF DRIVER		

**Type III School Bus Driver
Notification to Employer
Of
Violation**

Alcohol Related Offense (Minnesota Statute 169A)
Disqualifying Offense (Minnesota Statute 171.3215 sub 1)
Moving Violation (Minnesota Statute 169)

Minnesota Statute 171.02 sub 2b

An operator who sustains a conviction as described in 171.02 sub 2b paragraph (h), (i) or (j) while employed by the entity that owns, leases, or contracts for the school bus shall report the conviction to the employer(s) in writing within 10 days of such conviction.

DRIVER NAME (First Name, MI, Last Name)

STATE

DRIVER'S LICENSE NUMBER

DID THE VIOLATION HAPPEN IN A CMV?

YES NO

DATE OF CONVICTION

LOCATION OF OFFENSE

CITY

STATE

DETAILS ABOUT THE OFFENSE, INCLUDING ANY RESULTING SUSPENSION, REVOCATION, OR CANCELLATION OF DRIVING PRIVILEGES:

DATE

SIGNATURE OF DRIVER

Adopted: August 8, 2011

Royalton School District Policy 709

Revised: March 25, 2019

Reviewed:

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

709 STUDENT TRANSPORTATION SAFETY POLICY

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

The school district may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

B. Student Training

1. The school district shall provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:
 - a. transportation by school bus is a privilege, not a right;
 - b. school district policies for student conduct and school bus safety;
 - c. appropriate conduct while on the bus;
 - d. the danger zones surrounding a school bus;
 - e. procedures for safely boarding and leaving a school bus;
 - f. procedures for safe vehicle lane crossing; and
 - g. school bus evacuation and other emergency procedures.
2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within 4 weeks of their first day of attendance.
3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.
4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by [Minnesota Statutes section 169.446, subdivision 2](#).

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5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.
6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.
7. The school district may provide kindergarten students with school bus safety training before the first day of school.
8. The school district may provide student safety education for bicycling and pedestrian safety for students in grades K through 5.
9. The school district shall adopt and make available for public review a curriculum for transportation safety education.
10. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

- A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students.
- B. Consequences for school bus/bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures. In addition, all school bus/bus stop misconduct will be reported to the school district's transportation safety director. Serious misconduct may be reported to local law enforcement.
 1. School Bus and Bus Stop Rules. The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. In most circumstances, consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the school district's Transportation Office/School Office.
 2. Rules at the Bus Stop
 - a. Get to your bus stop 5 minutes before your scheduled pick up time. The school bus driver will not wait for late students.
 - b. Respect the property of others while waiting at your bus stop.
 - c. Keep your arms, legs, and belongings to yourself.
 - d. Use appropriate language.
 - e. Stay away from the street, road, or highway when waiting for the bus.
 - f. Wait until the bus stops before approaching the bus.
 - g. After getting off the bus, move away from the bus.

- h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
- i. No fighting, harassment, intimidation, or horseplay.
- j. No use of alcohol, tobacco, or drugs.

3. Rules on the Bus

- a. Immediately follow the directions of the driver.
- b. Sit in your seat facing forward.
- c. Talk quietly and use appropriate language.
- d. Keep all parts of your body inside the bus.
- e. Keep your arms, legs, and belongings to yourself.
- f. No fighting, harassment, intimidation, or horseplay.
- g. Do not throw any object.
- h. No eating, drinking, or use of alcohol, tobacco, or drugs.
- i. Do not bring any weapons or dangerous objects on the school bus.
- j. Do not damage the bus.
- k. No kneeling, crawling under seats or lying down on the bus floor.

4. Consequences

- a. Consequences for school bus/bus stop misconduct will apply to all regular and late routes. Decisions regarding a student's ability to ride the bus in connection with cocurricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parents or guardians will be notified by their building principle of any suspension of bus privileges.

1st offense - warning
 2nd offense - 2 school-day suspension from riding the bus
 3rd offense - at least 8 school-day suspension from riding the bus

Students may be suspended for longer periods of time, including the remainder of the school year for severe or continued problems.

Note: When any student goes 60 transportation days without a report, the student's consequences may start over at the first offense.

(1) Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school also may result from school bus/bus stop

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 Further offenses - individually considered. ...

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1st offense - warning
 2nd offense - 5 school-day suspension from riding the bus
 3rd offense - 10 school-day suspension from riding the bus
 4th offense - 20 school-day suspension from riding the bus/meeting with parent
 5th offense - suspended from riding the bus for the remainder of the school year

misconduct.

(2) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that are reasonably believed to cause an immediate and substantial danger to the student or surrounding persons or property shall be provided by the school district to local law enforcement and the Department of Public Safety in accordance with state and federal law.

(3) Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within 2 weeks may result in the loss of bus privileges until damages are paid.

(4) Notice

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.

(5) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

The school district school bus and bus stop rules will be provided to each family. Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;
2. Support safe riding and walking practices, and recognize that students are responsible for their actions;
3. Communicate safety concerns to their school administrators;
4. Monitor bus stops, if possible;

5. Have their children to the bus stop 5 minutes before the bus arrives;
6. Have their children properly dressed for the weather; and
7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

- A. School bus drivers shall have a valid Class A, B, or C Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in Sections VII.B. and VII.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-I" school bus as set forth in Section VII.D., below.
- B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.
- C. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within 30 days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of the following offenses:
 1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;
 2. reckless driving;
 3. improper or erratic traffic lane changes;
 4. following the vehicle ahead too closely;
 5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;
 6. ~~driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession;~~
 7. ~~driving a commercial vehicle without the proper class of commercial driver's license and/or endorsements for the specific vehicle group being operated or for the passengers or type of cargo being transported;~~
 8. ~~a violation of a state or local law prohibiting texting while driving a commercial vehicle; and~~
 9. ~~a violation of a state or local law prohibiting the use of a hand-held mobile telephone while driving a commercial vehicle.~~
- D. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.

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- E. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a Minnesota commercial driver's license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.
- F. A person who operates a type III vehicle and who sustains a conviction as described in Section VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within 10 days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

VI. SCHOOL BUS DRIVER TRAINING

A. Training

- 1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.
- 2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Section VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

- 1. Safely operate the type of school bus the driver will be driving;
- 2. Understand student behavior, including issues relating to students with disabilities;
- 3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;
- 4. Know and understand relevant laws, rules of the road, and local school bus safety policies;
- 5. Handle emergency situations; and

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6. Safely load and unload students.

The evaluation must include completion of an individual "school bus driver evaluation form" (road test evaluation) as contained in the Model School Bus Driver Training Manual.

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.
2. Only students assigned to the school bus by the school district shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.
3. The parent/guardian may designate, pursuant to school district policy, a day care facility, respite care facility, the residence of a relative, or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet all other eligibility requirements.
4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.
5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion or a part of traffic. For purposes of this paragraph, "school bus" has the meaning given in [Minnesota Statutes section 169.011, subdivision 71](#). In addition, "school bus" also includes type III vehicles when driven by employees or agents of the school district. "Cellular phone" means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.
2. Type III vehicles must be painted a color other than national school bus yellow.
3. Type III vehicles shall be state inspected in accordance with legal requirements.
4. A type III vehicle cannot be older than 12 years old unless excepted by state and federal law.
5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words "school bus" in any location on the exterior of the vehicle or in any interior location

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[Note: The school district may use alternative assessments rather than those set forth in the Model School Bus Driver Training Manual for bus driver training competencies with the approval of the Commissioner of Public Safety. A driver also may receive at least 8 hours of school bus in-service training in any year as an alternative to being assessed for bus driver competencies after the initial year of being assessed for bus driver competencies.]¶

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[Note: A school district is not required to comply with Section VII.A.5. if the school board determines that alternative locations block traffic, impair student safety, or are not cost effective.]¶

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visible to a motorist.

6. A "type III vehicle" must not be outwardly equipped and identified as a type A, B, C, or D bus.
7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.
8. Type III vehicles must be equipped with mirrors as required by law.
9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.
10. Any type III vehicle used to transport students must carry emergency equipment including:
 - a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket, and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.
 - b. First aid kit and body fluids cleanup kit. A minimum of a 10-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver's compartment and must be marked to indicate their identity and location.
 - c. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.
11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.
12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.
13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.

C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:

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- a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.
- b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:
 - (1) safe operation of a type III vehicle;
 - (2) understanding student behavior, including issues relating to students with disabilities;
 - (3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;
 - (4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;
 - (5) handling emergency situations;
 - (6) proper use of seat belts and child safety restraints;
 - (7) performance of pretrip vehicle inspections;
 - (8) safe loading and unloading of students, including, but not limited to:
 - (a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;
 - (b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;
 - (c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;
 - (d) placing the type III vehicle in "park" during loading and unloading;
 - (e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and
 - (9) compliance with paragraph V.F. concerning reporting convictions to the employer within 10 days of the date of conviction.
- c. A background check or background investigation of the operator has been conducted that meets the requirements under Minnesota Statutes section 122A.18, [subdivision 8](#), or [Minnesota Statutes section 123B.03](#) for school district employees; [Minnesota Statutes section 144.057](#) or [Minnesota Statutes chapter 245C](#) for day care employees; or [Minnesota Statutes section 171.321, subdivision 3](#), for all other persons operating a type III vehicle under this section.

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- d. Operators shall submit to a physical examination as required by [Minnesota Statutes section, 171.321, subdivision, 2.](#)
 - e. The operator's employer requires preemployment drug testing of applicants for operator positions. Current operators must comply with the employer's policy under [Minnesota Statutes section 181.951, subdivisions, 2, 4, and 5.](#) Notwithstanding any law to the contrary, the operator's employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.
 - f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by [Minnesota Statutes section, 171.321, subdivision, 5.](#)
 - g. A person who sustains a conviction, as defined under [Minnesota Statutes, 609.02,](#) of violating [Minnesota Statutes section, 169A.25, 169A.26, 169A.27](#) (driving while impaired offenses), or [169A.31](#) (alcohol-related school bus driver offenses), or whose driver's license is revoked under [Minnesota Statutes sections, 169A.50 to 169A.53](#) of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for 5 years from the date of conviction.
 - h. A person who has ever been convicted of a disqualifying offense as defined in [Minnesota Statutes section, 171.3215, subdivision 1\(c\),](#) (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.
 - i. A person who sustains a conviction, as defined under [Minnesota Statutes section, 609.02,](#) of a moving offense in violation of [Minnesota Statutes chapter, 169](#) within 3 years of the first of 3 other moving offenses is precluded from operating a type III vehicle for 1 year from the date of the last conviction.
 - j. Students riding the type III vehicle must have training required under [Minnesota Statutes section, 123B.90, Subd. 2](#) (See Section II.B., above).
 - k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.
2. The type III vehicle must bear a current certificate of inspection issued under [Minnesota Statutes section, 169.451.](#)
 3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.
- D. Type A-I "Activity" Buses Driven by Employees with a Driver's License Without a School Bus Endorsement
1. The holder of a Class D driver's license, without a school bus endorsement, may operate a type A-I school bus or a Multifunction School Activity Bus (MFSAB) under the following conditions:

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- a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.
 - b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.
 - c. The operator is prohibited from using the 8-light system if the vehicle is so equipped.
 - d. The operator has submitted to a background check and physical examination as required by [Minnesota Statutes section 171.321, subdivision 2](#).
 - e. The operator has a valid driver's license and has not sustained a conviction of a disqualifying offense as set forth in [Minnesota Statutes section 171.02, subdivisions 2a\(h\) - 2a\(j\)](#).
 - f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration's "Guideline for the Safe Transportation of Pre- school Age Children in School Buses," if child safety restraints are used by passengers, in addition to the training required in Section VI., above.
 - g. The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport 15 or fewer passengers, including the driver.
- 2. The school district shall maintain annual certification of the requirements listed in this section for each Class D license operator.
 - 3. A school bus operated under this section must bear a current certificate of inspection.
 - 4. The word "School" on the front and rear of the bus must be covered by a sign that reads "Activities" when the bus is being operated under authority of this section.

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VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

- A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.
- B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).
- C. School bus drivers and bus assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid procedures, shall within 1 month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.
- D. Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of their handicapping condition. The information shall state:

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[Note: - The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]¶

1. the student's name and address;
2. the nature of the student's disabilities;
3. emergency health care information; and
4. the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

- A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.
- B. All school vehicles shall be state inspected in accordance with legal requirements.
- C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.
- D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

The school board has designated an individual to serve as the school district's school transportation safety director. The school transportation safety director shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school transportation safety director shall certify annually to the school board that each school bus driver meets the school bus driver training competencies required, [Minnesota Statutes section 171.321, subdivision 4](#). The transportation safety director also shall annually verify or ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver Register or the Department of Public Safety. Upon request of the school district superintendent or the superintendent of the school district where nonpublic students are transported, the school transportation safety director also shall certify to the superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director.

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XI. STUDENT TRANSPORTATION SAFETY COMMITTEE

The school board may establish a student transportation safety committee. The chair of the student transportation safety committee is the school district's school transportation safety director. The school board shall appoint the other members of the student transportation safety committee. Membership may include parents, school bus drivers, representatives of school bus companies, local law enforcement officials, other school district staff, and representatives from other units of local government.

Legal References: Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses)
Minn. Stat. § 123B.03 (Background Check)

