



AGENDA  
REGULAR MEETING  
ROYALTON BOARD OF EDUCATION  
EARLY CHILDHOOD ENTRANCE FOYER, ENTER DOOR #1  
120 SOUTH HAWTHORN STREET  
ROYALTON, MN 56373  
MARCH 27, 2023  
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**
7. **Recognition of Citizens for Input Purposes**
8. **Reports/News**
  - a. Board Committee Report
  - b. Superintendent Report
  - c. Business Manager Report 3
  - d. Principal Report
  - 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.**

  - a. Approval of Regular Board Meeting Minutes 02.27.23 9
  - b. Claims, Accounts and Financial 16  
Approve accounts payable and receivables, and employee reimbursements as attached and approve all other financial reports as presented.
  - c. Approval of Resignations 22
  - d. Approval of New Hires 23  
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.
  - e. Approval of General Leave 24
  - f. Approval of Transportation Director Contract 25
10. **Discussion/Information/Action Items**
  - a. Approval of Senior Class Trip 32
  - b. Approval of Sale of Aging Technology Equipment 33
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  - d. Policy Reading 1

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506 - Student Discipline	
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601 - Curriculum and Instructional Goals	
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806 - Crisis Management	
903 - Visitors to School District Buildings and Sites	
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414 - Mandated Reporting of Child Neglect or Physical or Sexual Abuse	
415 - Mandated Reporting of Maltreatment of Vulnerable Adults	
514 - Bullying Prohibition	
515 - Protection and Privacy of Pupil Records	
521 - Student Disability Non Discrimination	
531 - The Pledge of Allegiance	
3. Approval of Third Policy Readings	146
516 - Student Medication	
722 - Public Data Request	

**11. Upcoming Meeting Schedule**

1. Wednesday, April 12th, 2:00 PM Policy Meeting
2. Tuesday, April 18th, Noon Finance Meeting
3. Monday, April 24th, 6:00 PM Regular Board Meeting
12. Closed Meeting for Negotiation Strategies as permitted by MN Statute Section 13D.03

**13. Adjournment**



# ROYALTON PUBLIC SCHOOLS

*Home of the Royals*

RESPECT · HONESTY · INTEGRITY · LEADERSHIP · ACCOUNTABILITY · SERVICE

120 Hawthorn Street, Royalton, MN 56373  
Phone (320) 584-4000  
royaltonpublicschools.org

## FY23 MARCH – BUDGET UPDATES



**A LOOK**  
*at the*  
**BUDGET**

# ENROLLMENT

**FY23 Adopted Budget: 920 ADM**

**As of March 16, 2023:**

**Enrollment: 947 ADM**

# REVENUES

## REVENUE & EXPENDITURE SUMMARY BY SOURCE, OBJECT SERIES & PROGRAM SERIES

ROYALTON | February 28, 2023

REVENUE CATEGORIES			Adopted Budget	Projected End Of Year	Received YTD	Budget Remaining	February 28, February 28, February 28,			Current YTD vs. PYTD	February 28, 2022	February 28, 2021
	June 30, 2021	June 30, 2022					2023	2022	2021			
STATE	8,485,614	8,706,214	9,070,610	9,472,937	5,368,830	3,701,780	59.19%	60.16%	53.46%	131,429	5,237,401	4,536,637
FEDERAL	562,863	740,079	498,000	737,722	460,874	37,126	92.55%	34.25%	64.30%	207,373	253,501	361,910
PROPERTY TAXES	707,849	921,774	710,609	324,382	0	710,609	0.00%	0.18%	91.58%	(1,643)	1,643	648,255
LOCAL SALES, INS RECOVERY & JUDGEMENTS	16,885	41,182	38,400	88,340	88,075	(49,675)	229.36%	98.56%	79.85%	47,488	40,588	13,482
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	733,079	670,454	(412,444)	259.86%	77.06%	66.72%	414,882	255,572	129,312
<b>TOTALS</b>	<b>9,967,018</b>	<b>10,740,921</b>	<b>10,575,629</b>	<b>11,356,460</b>	<b>6,588,234</b>	<b>3,987,395</b>	<b>62.30%</b>	<b>53.89%</b>	<b>57.08%</b>	<b>799,529</b>	<b>5,788,705</b>	<b>5,689,596</b>

# EXPENDITURES

EXPENDITURES (PROGRAM SERIES)							February 28,	February 28,	February 28,	Current YTD vs. PYTD	February 28,	February 28,
	June 30, 2021	June 30, 2022	Adopted Budget	Projected End Of Year	Expended YTD	Budget Remaining	2023 Expended	2022 Expended	2021 Expended		2022	2021
SITE ADMINISTRATION	361,675	397,922	417,692	441,821	284,289	133,403	68.06%	63.90%	59.87%	30,026	254,263	216,544
DISTRICT ADMINISTRATION	232,642	263,764	207,062	270,895	197,745	9,317	95.50%	62.67%	57.86%	32,435	165,311	134,598
SUPPORT SERVICES	347,394	395,362	488,157	487,387	306,316	181,841	62.75%	70.63%	68.02%	27,091	279,225	236,290
REGULAR INSTRUCTION	4,252,393	4,435,760	4,527,835	4,584,362	2,442,177	2,085,658	53.94%	54.34%	51.33%	31,842	2,410,335	2,182,747
EXTRA-CURRICULAR ACTIVITES	422,966	537,657	387,345	530,657	364,646	22,699	94.14%	52.86%	42.17%	80,450	284,196	178,361
VOCATIONAL INSTRUCTION	86,044	204,454	149,583	205,025	135,485	14,098	90.57%	50.47%	57.48%	32,305	103,180	49,462
SPECIAL EDUCATION	1,284,881	1,367,343	1,300,451	1,451,627	766,617	533,834	58.95%	49.32%	41.23%	92,213	674,404	529,763
COMMUNITY SERVICES	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
INSTRUCTIONAL SUPPORT	434,199	559,543	454,327	505,675	353,495	100,832	77.81%	44.52%	74.04%	104,360	249,135	321,476
PUPIL SUPPORT SERVICES	669,017	994,887	650,270	979,845	701,388	(51,118)	107.86%	57.75%	55.04%	126,871	574,517	368,247
FACILITIES	1,330,337	1,576,339	1,722,947	1,977,752	1,385,181	337,766	80.40%	58.20%	67.12%	467,742	917,439	892,877
OTHER FINANCING USES	81,389	90,882	95,000	139,884	121,293	(26,293)	127.68%	132.84%	186.89%	567	120,726	152,109
<b>TOTALS</b>	<b>9,502,937</b>	<b>10,823,914</b>	<b>10,400,670</b>	<b>11,574,929</b>	<b>7,058,632</b>	<b>3,342,038</b>	<b>67.87%</b>	<b>55.74%</b>	<b>55.38%</b>	<b>1,025,900</b>	<b>6,032,732</b>	<b>5,262,473</b>

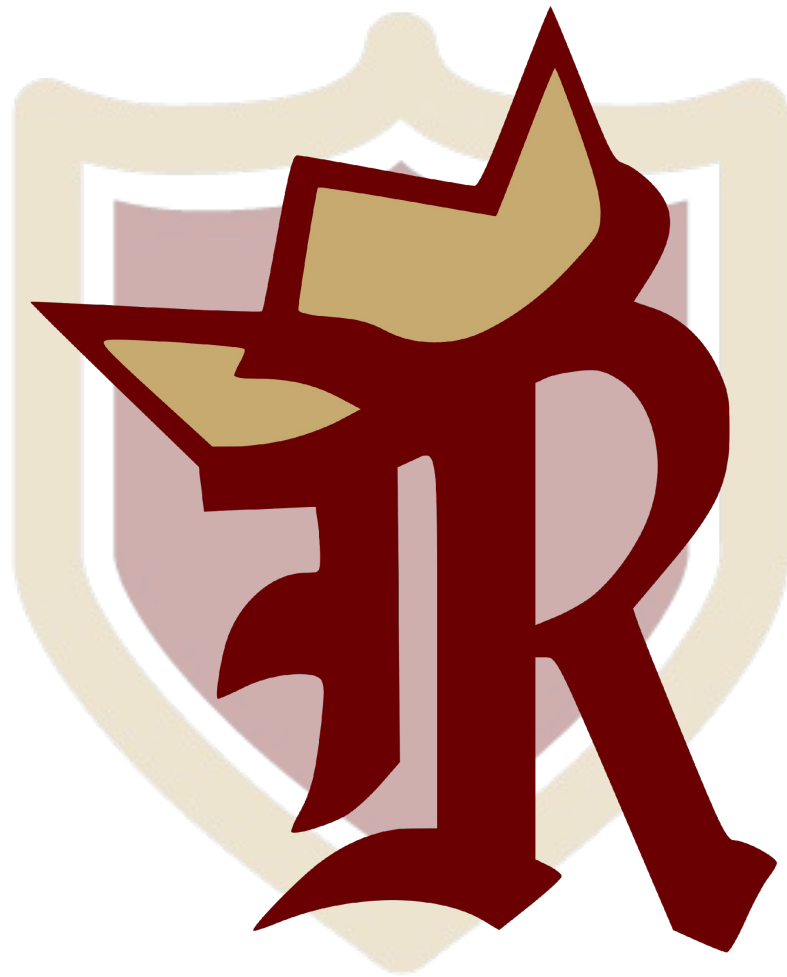
# REVENUES & EXPENDITURES

Revenues are 800K ahead of where we were in FY22

- Primarily from biennium increase
- Additional ADM's
- This is less the 10% holdback

Expenditures are 1.025M ahead of FY22 Pace

- Primarily due to early purchases of Capital Equipment & Salary and Benefit increases.
- Purchased services are up do to staff coverage



**Thank you!**

## Regular Meeting

Monday, February 27, 2023 6:00 PM

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

Tyra Baumann: Present  
Lucas Boyd: Present  
Randy Hackett: Present  
Rian Hofstad: Present  
Angela Roering: Present  
Maria Traut: Present

### 1. Call to Order

### 2. Pledge to Flag

### 3. Roll Call

### 4. Board Chair Comments

### 5. Approval of Agenda

#### Action(s):

Approval of Agenda. This motion, made by Angela Roering and seconded by Tyra Baumann, Passed.

#### Voting Detail:

Tyra Baumann: Yea  
Lucas Boyd: Yea  
Randy Hackett: Yea  
Rian Hofstad: Yea  
Angela Roering: Yea  
Maria Traut: Yea

**Voting Summary:** Yea: 6, Nay: 0

### 6. Appreciation, Recognition and Presentations

**Discussion:** Dr. Kristine Wehrkamp Herman recognized all the board members for appreciation month in February. She also recognized all the years of service from Dr. Gurbada, Mr. Thielges and Ms. Ploof.

The School Board recognized Mya Yourczek and Connor Carlson for their Triple A Award.

The School Board recognizes the Students of the Month from September - January.

Joseph Achen - September  
Ava Schoenrock - October  
Connor Carlson - November  
Ashley Knettel - December  
Sara Daleiden - January

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

8. **Reports/News**

8.a. Board Committee Report

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.**

**Action(s):**

Approval of All Items on Consent Agenda. This motion, made by Randy Hackett and seconded by Tyra Baumann, Passed.

**Voting Detail:**

Tyra Baumann:	Yea
Lucas Boyd:	Yea
Randy Hackett:	Yea
Rian Hofstad:	Yea
Angela Roering:	Yea
Maria Traut:	Yea

**Voting Summary:** Yea: 6, Nay: 0

9.a. Approval of Regular Board Meeting Minutes  
01.23.23

9.b.

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

9.c. Approval of Resignations

9.d. Approval of Retirement

9.e. Approval of New Hires

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

10.a. Middle School/High School Course Handbook

10.b. Approval of Donations by Resolution

**Action(s):**

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

**Voting Detail:**

Tyra Baumann: Yea  
Lucas Boyd: Yea  
Randy Hackett: Yea  
Rian Hofstad: Yea  
Angela Roering: Yea  
Maria Traut: Yea

**Voting Summary:** Yea: 6, Nay: 0

10.c. Approval of Grants by Resolution

**Action(s):**

Motion to Approve Grants by Resolution. This motion, made by Angela Roering and seconded by Tyra Baumann, Passed.

**Voting Detail:**

Tyra Baumann: Yea  
Lucas Boyd: Yea  
Randy Hackett: Yea  
Rian Hofstad: Yea  
Angela Roering: Yea  
Maria Traut: Yea

**Voting Summary:** Yea: 6, Nay: 0

10.d. Approval of the 2023 BPA Request for Nationals

**Action(s):**

Motion to Approve the 2023 BPA Request for Nationals. This motion, made by Angela Roering and seconded by Tyra Baumann, Passed.

**Voting Detail:**

Tyra Baumann: Yea  
Lucas Boyd: Yea  
Randy Hackett: Yea  
Rian Hofstad: Yea  
Angela Roering: Yea

Maria Traut: Yea  
**Voting Summary:** Yea: 6, Nay: 0

10.e. Approval of Coaching Placement Request

**Action(s):**

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

**Voting Detail:**

Tyra Baumann: Yea  
Lucas Boyd: Yea  
Randy Hackett: Yea  
Rian Hofstad: Yea  
Angela Roering: Yea  
Maria Traut: Yea

**Voting Summary:** Yea: 6, Nay: 0

10.f. Approval of the 2023-2024 School Calendar

**Action(s):**

Motion to Approve the 2023-2024 School Calendar. This motion, made by Maria Traut and seconded by Tyra Baumann, Passed.

**Voting Detail:**

Tyra Baumann: Yea  
Lucas Boyd: Yea  
Randy Hackett: Yea  
Rian Hofstad: Yea  
Angela Roering: Yea  
Maria Traut: Yea

**Voting Summary:** Yea: 6, Nay: 0

10.g. Approval of District Office FTE

**Action(s):**

Motion to Approve the District Office FTE. This motion, made by Randy Hackett and seconded by Tyra Baumann, Passed.

**Voting Detail:**

Tyra Baumann: Yea  
Lucas Boyd: Yea  
Randy Hackett: Yea  
Rian Hofstad: Yea  
Angela Roering: Yea  
Maria Traut: Yea

**Voting Summary:** Yea: 6, Nay: 0

10.h. Approval of Potential Teacher PD Day for Inclement Weather

**Action(s):**

Motion to Approve Potential Teacher PD Day for Inclement Weather. This motion, made by Tyra Baumann and seconded by Randy Hackett, Passed.

**Voting Detail:**

Tyra Baumann: Yea

Lucas Boyd: Yea  
Randy Hackett: Yea  
Rian Hofstad: Yea  
Angela Roering: Yea  
Maria Traut: Yea  
**Voting Summary:** Yea: 6, Nay: 0

#### 10.i. Policy Readings

10.i.1. First Policy Reading

10.i.2. Second Policy Reading

10.i.3. Approval of Second Policy Reading (final reading due to minor changes)

**Action(s):**

Motion to Approve Second Policy Readings (final reading due to minor changes), 401- Equal Employment Opportunity, 412 - Expense Reimbursement, 502 - Search of Student Lockers, Desks, Personal Possessions, and Student's Person, and 620 - Credit for Learning. This motion, made by Tyra Baumann and seconded by Randy Hackett, Passed.

**Voting Detail:**

Tyra Baumann: Yea  
Lucas Boyd: Yea  
Randy Hackett: Yea  
Rian Hofstad: Yea  
Angela Roering: Yea  
Maria Traut: Yea

**Voting Summary:** Yea: 6, Nay: 0

10.i.4. Approval of Third Policy Reading

**Action(s):**

Motion to Approve the Third Policy Reading 613 - Graduation Requirements. This motion, made by Randy Hackett and seconded by Maria Traut, Passed.

**Voting Detail:**

Tyra Baumann: Yea  
Lucas Boyd: Yea  
Randy Hackett: Yea  
Rian Hofstad: Yea  
Angela Roering: Yea  
Maria Traut: Yea

**Voting Summary:** Yea: 6, Nay: 0

#### 11. Upcoming Meeting Schedule

**Discussion:** We will move the Policy meeting to Wednesday, March 15 at 2pm.

12. **Closed Meeting for Negotiation Strategies as permitted by MN Statute Section 13D.03**

**Action(s):**

Motion to close the regular meeting at 7:48pm. This motion, made by Tyra Baumann and seconded by Randy Hackett, Passed.

**Voting Detail:**

Tyra Baumann: Yea  
Lucas Boyd: Yea  
Randy Hackett: Yea  
Rian Hofstad: Yea  
Angela Roering: Yea  
Maria Traut: Yea

**Voting Summary:** Yea: 6, Nay: 0

Motion to open the closed meeting at 8:02pm. This motion, made by Maria Traut and seconded by Tyra Baumann, Passed.

**Voting Detail:**

Tyra Baumann: Yea  
Lucas Boyd: Yea  
Randy Hackett: Yea  
Rian Hofstad: Yea  
Angela Roering: Yea  
Maria Traut: Yea

**Voting Summary:** Yea: 6, Nay: 0

Motion to close the closed meeting at 8:36pm. This motion, made by Tyra Baumann and seconded by Randy Hackett, Passed.

**Voting Detail:**

Tyra Baumann: Yea  
Lucas Boyd: Yea  
Randy Hackett: Yea  
Rian Hofstad: Yea  
Angela Roering: Yea  
Maria Traut: Yea

**Voting Summary:** Yea: 6, Nay: 0

Motion to open the regular meeting at 8:36pm. This motion, made by Tyra Baumann and seconded by Randy Hackett, Passed.

**Voting Detail:**

Tyra Baumann: Yea  
Lucas Boyd: Yea  
Randy Hackett: Yea  
Rian Hofstad: Yea  
Angela Roering: Yea  
Maria Traut: Yea

**Voting Summary:** Yea: 6, Nay: 0

13. **Adjournment**

**Action(s):**

The meeting was adjourned at 8:38pm. This motion, made by Randy Hackett and seconded by Tyra Baumann, Passed.

**Voting Detail:**

Tyra Baumann:	Yea
Lucas Boyd:	Yea
Randy Hackett:	Yea
Rian Hofstad:	Yea
Angela Roering:	Yea
Maria Traut:	Yea

**Voting Summary:** Yea: 6, Nay: 0

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Board Secretary

# REVENUE & EXPENDITURE SUMMARY BY SOURCE, OBJECT SERIES & PROGRAM SERIES

ROYALTON | February 28, 2023

REVENUE CATEGORIES			February 28, 2023							February 28, 2022		February 28, 2021	
	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	February 28, 2022	February 28, 2021	
STATE	8,485,614	8,706,214	9,070,610	9,472,937	5,368,830	3,701,780	59.19%	60.16%	53.46%	131,429	5,237,401	4,536,637	
FEDERAL	562,863	740,079	498,000	737,722	460,874	37,126	92.55%	34.25%	64.30%	207,373	253,501	361,910	
PROPERTY TAXES	707,849	921,774	710,609	324,382	0	710,609	0.00%	0.18%	91.58%	(1,643)	1,643	648,255	
LOCAL SALES, INS RECOVERY & JUDGEMENTS	16,885	41,182	38,400	88,340	88,075	(49,675)	229.36%	98.56%	79.85%	47,488	40,588	13,482	
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	733,079	670,454	(412,444)	259.86%	77.06%	66.72%	414,882	255,572	129,312	
<b>TOTALS</b>	<b>9,967,018</b>	<b>10,740,921</b>	<b>10,575,629</b>	<b>11,356,460</b>	<b>6,588,234</b>	<b>3,987,395</b>	<b>62.30%</b>	<b>53.89%</b>	<b>57.08%</b>	<b>799,529</b>	<b>5,788,705</b>	<b>5,689,596</b>	

EXPENDITURES (OBJECT SERIES)			February 28, 2023							February 28, 2022		February 28, 2021	
	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	February 28, 2022	February 28, 2021	
SALARIES & WAGES	5,756,121	6,082,205	6,159,525	6,326,321	3,505,279	2,654,247	56.91%	53.75%	53.29%	235,802	3,269,476	3,067,573	
EMPLOYEE BENEFITS	1,609,710	1,683,469	1,766,055	1,808,788	1,012,774	753,280	57.35%	57.29%	54.62%	48,242	964,532	879,147	
PURCHASED SERVICES	1,135,091	1,620,551	1,277,078	1,812,607	1,226,274	50,804	96.02%	58.25%	46.22%	282,350	943,925	524,621	
SUPPLIES	476,459	867,155	613,108	845,397	636,128	(23,020)	103.75%	54.60%	61.06%	162,631	473,497	290,946	
EQUIPMENT	449,049	527,519	512,700	717,713	649,418	(136,718)	126.67%	64.76%	101.54%	307,780	341,637	455,973	
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	64,103	28,759	43,444	39.83%	92.21%	57.79%	(10,906)	39,665	44,213	
OTHER FINANCING USES	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0	
<b>TOTALS</b>	<b>9,502,937</b>	<b>10,823,914</b>	<b>10,400,670</b>	<b>11,574,929</b>	<b>7,058,632</b>	<b>3,342,038</b>	<b>67.87%</b>	<b>55.74%</b>	<b>55.38%</b>	<b>1,025,900</b>	<b>6,032,732</b>	<b>5,262,473</b>	

EXPENDITURES (PROGRAM SERIES)			February 28, 2023							February 28, 2022		February 28, 2021	
	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	February 28, 2022	February 28, 2021	
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DISTRICT ADMINISTRATION	232,642	263,764	207,062	270,895	197,745	9,317	95.50%	62.67%	57.86%	32,435	165,311	134,598	
SUPPORT SERVICES	347,394	395,362	488,157	487,387	306,316	181,841	62.75%	70.63%	68.02%	27,091	279,225	236,290	
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EXTRA-CURRICULAR ACTIVITES	422,966	537,657	387,345	530,657	364,646	22,699	94.14%	52.86%	42.17%	80,450	284,196	178,361	
VOCATIONAL INSTRUCTION	86,044	204,454	149,583	205,025	135,485	14,098	90.57%	50.47%	57.48%	32,305	103,180	49,462	
SPECIAL EDUCATION	1,284,881	1,367,343	1,300,451	1,451,627	766,617	533,834	58.95%	49.32%	41.23%	92,213	674,404	529,763	
COMMUNITY SERVICES	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0	
INSTRUCTIONAL SUPPORT	434,199	559,543	454,327	505,675	353,495	100,832	77.81%	44.52%	74.04%	104,360	249,135	321,476	
PUPIL SUPPORT SERVICES	669,017	994,887	650,270	979,845	701,388	(51,118)	107.86%	57.75%	55.04%	126,871	574,517	368,247	
FACILITIES	1,330,337	1,576,339	1,722,947	1,977,752	1,385,181	337,766	80.40%	58.20%	67.12%	467,742	917,439	892,877	
OTHER FINANCING USES	81,389	90,882	95,000	139,884	121,293	(26,293)	127.68%	132.84%	186.89%	567	120,726	152,109	
<b>TOTALS</b>	<b>9,502,937</b>	<b>10,823,914</b>	<b>10,400,670</b>	<b>11,574,929</b>	<b>7,058,632</b>	<b>3,342,038</b>	<b>67.87%</b>	<b>55.74%</b>	<b>55.38%</b>	<b>1,025,900</b>	<b>6,032,732</b>	<b>5,262,473</b>	

# REVENUE & EXPENDITURE SUMMARY BY SOURCE, OBJECT SERIES & PROGRAM SERIES

ROYALTON | February 28, 2023

ACTIVITY - OTHER FUNDS							2023		2022		2021			
	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	February 28, 2022	February 28, 2021		
<b>REVENUE</b>														
FOOD SERVICE	428,281	740,391	400,800	535,374	402,433	(1,633)	100.41%	52.96%	39.98%	10,354	392,078	171,211		
COMMUNITY EDUCATION	273,184	455,861	398,649	429,513	308,839	89,810	77.47%	61.58%	62.06%	28,125	280,715	169,542		
CONSTRUCTION	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0		
DEBT SERVICE	2,023,346	1,971,085	2,011,466	1,673,405	1,030,208	981,258	51.22%	34.80%	95.41%	344,303	685,905	1,930,486		
TRUST	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0		
CUSTODIAL	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0		
INTERNAL SERVICE	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0		
OPEB REVOCABLE TRUST	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0		
OPEB IRREVOCABLE TRUST	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0		
OPEB DEBT SERVICE	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0		
<b>TOTALS</b>	<b>2,724,812</b>	<b>3,167,337</b>	<b>2,810,915</b>	<b>2,638,292</b>	<b>1,741,480</b>	<b>1,069,435</b>	<b>61.95%</b>	<b>42.90%</b>	<b>83.35%</b>	<b>382,782</b>	<b>1,358,698</b>	<b>2,271,239</b>		
EXPENDITURES							2023		2022		2021			
	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	February 28, 2022	February 28, 2021		
FOOD SERVICE	416,624	576,854	540,888	592,483	390,211	150,678	72.14%	56.91%	47.53%	61,904	328,306	198,004		
COMMUNITY EDUCATION	229,675	370,907	311,788	395,450	247,848	63,941	79.49%	53.53%	55.55%	49,287	198,561	127,589		
CONSTRUCTION	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0		
DEBT SERVICE	2,023,983	2,015,883	2,004,883	2,020,583	2,020,583	(15,700)	100.78%	100.00%	100.00%	4,700	2,015,883	2,023,983		
TRUST	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0		
CUSTODIAL	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0		
INTERNAL SERVICE	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0		
OPEB REVOCABLE TRUST	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0		
OPEB IRREVOCABLE TRUST	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0		
OPEB DEBT SERVICE	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0		
<b>TOTALS</b>	<b>2,670,281</b>	<b>2,963,643</b>	<b>2,857,559</b>	<b>3,008,516</b>	<b>2,658,641</b>	<b>198,919</b>	<b>93.04%</b>	<b>85.80%</b>	<b>87.99%</b>	<b>115,891</b>	<b>2,542,750</b>	<b>2,349,576</b>		
SUMMARY - ALL FUNDS							2023		2022		2021			
	June 30, 2021	June 30, 2022	Adopted Budget	Projected End Of Year	YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	Current YTD vs. PYTD	February 28, 2022	February 28, 2021		
<b>SUMMARY</b>														
REVENUE	12,691,829	13,908,258	13,386,544	13,994,752	8,329,714	5,056,830	62.22%	51.39%	62.72%	1,182,311	7,147,403	7,960,835		
EXPENDITURES	12,173,218	13,787,557	13,258,229	14,583,445	9,717,273	3,540,956	73.29%	62.20%	62.53%	1,141,790	8,575,482	7,612,049		
SPENDING VARIANCE	518,611	120,700	128,315	(588,693)	(1,387,559)	N/A	N/A	N/A	N/A	40,521	(1,428,079)	348,787		

# GENERAL FUND - REVENUE SUMMARY

ROYALTON | February 28, 2023



DESCRIPTION	June 30,		Adopted Budget	Projected End Of Year	Revenue YTD	Budget Remaining	February 28, 2023	February 28, 2022	February 28, 2021	Current YTD vs. Prior YTD	February 28, 2022	February 28, 2021
	2021	2022					% of Budget Received	% of Actuals Received	% of Actuals Received			
<b>LOCAL REVENUES</b>												
001 PROPERTY TAX LEVY, GENERAL	683,144	909,943	685,609	310,303	0	685,609	0.00%	0.00%	92.84%	0	0	634,198
004 MUNICIPAL/TAX INCR FINANCE	1,121	0	0	0	0	0	0.00%	0.00%	100.00%	0	0	1,121
010 COUNTY APPORTIONMENT	14,687	13,607	15,000	7,433	0	15,000	0.00%	0.00%	78.12%	0	0	11,474
019 MISC TAX REV PAID BY COUNTY	8,897	(1,777)	10,000	6,646	0	10,000	0.00%	-92.49%	16.43%	(1,643)	1,643	1,461
040 TUITION FROM PATRONS	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
050 FEES FROM PATRONS	954	3,183	0	910	910	(910)	0.00%	27.02%	0.00%	50	860	0
060 ADMISSIONS & STUDENT ACTIVITY REV	57,453	102,135	84,650	161,157	147,226	(62,576)	173.92%	81.00%	62.46%	64,497	82,729	35,888
071 MA REV/DEPT OF HUMAN SVCS	25,151	11,103	7,500	9,028	6,308	1,192	84.11%	100.00%	81.34%	(4,794)	11,103	20,458
092 INTEREST EARNINGS	2,663	4,828	1,500	86,884	86,409	(84,909)	5760.59%	27.50%	111.61%	85,081	1,328	2,972
096 GIFTS AND BEQUESTS	12,829	51,565	28,450	26,756	17,963	10,487	63.14%	76.94%	41.80%	(21,711)	39,673	5,363
099 MISC REV FROM LOCAL SOURCES	94,756	158,859	135,910	448,344	411,638	(275,728)	302.88%	75.46%	68.21%	291,759	119,879	64,631
<b>Total LOCAL REVENUES</b>	<b>901,656</b>	<b>1,253,446</b>	<b>968,619</b>	<b>1,057,461</b>	<b>670,454</b>	<b>298,165</b>	<b>69.22%</b>	<b>20.52%</b>	<b>86.24%</b>	<b>413,239</b>	<b>257,215</b>	<b>777,567</b>
<b>STATE REVENUES</b>												
201 ENDOWMENT FUND APPORTIONMENT	40,032	38,256	38,576	40,310	20,807	17,769	53.94%	50.42%	50.40%	1,519	19,288	20,175
211 GENERAL EDUCATION AID	7,628,396	7,614,525	8,028,126	8,134,838	4,290,775	3,737,351	53.45%	58.53%	50.57%	(165,862)	4,456,638	3,857,415
212 LITERACY INCENTIVE AID	49,322	43,678	49,322	65,440	43,034	6,288	87.25%	0.00%	0.00%	42,879	156	0
213 SHARED TIME AID	0	0	0	4,239	4,239	(4,239)	0.00%	0.00%	0.00%	4,239	0	0
227 ABATEMENT AID	164	599	13	224	219	(206)	1685.15%	9.35%	90.00%	163	56	147
229 DISPARITY REDUCTION AID	20	21	21	139	137	(116)	652.90%	90.02%	90.02%	119	19	18
234 AGRICULTURE MARKET VALUE CR	3,425	3,197	3,200	21,598	21,278	(18,078)	664.94%	90.00%	90.00%	18,401	2,877	3,082
258 OTHER STATE CR/EXEMPT PROP REIMB	0	0	0	74,296	74,296	(74,296)	0.00%	0.00%	0.00%	74,296	0	0
300 STATE AID (REQUIRES FIN CODE)	12,641	13,984	13,883	31,381	28,387	(14,504)	204.47%	90.07%	77.23%	15,791	12,596	9,763
301 NONPUBLIC AID	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
309 DEBT SERVICE EQUALIZATION AID	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
317 LONG TERM FACILITY MAINT AID	101,015	132,747	133,673	222,277	209,822	(76,149)	156.97%	73.40%	91.20%	112,388	97,434	92,123
360 STATE AID FOR SPECIAL EDUCATION	613,046	854,209	768,796	838,832	668,685	100,111	86.98%	75.31%	89.09%	25,345	643,340	546,154
370 OTHER, MN DEPT OF EDUCATION	7,759	4,998	5,000	9,364	7,150	(2,150)	143.00%	100.00%	100.00%	2,152	4,998	7,759
397 TRA & PERA SPEC SITUATIONS PENSION	29,793	0	30,000	30,000	0	30,000	0.00%	0.00%	0.00%	0	0	0
<b>Total STATE REVENUES</b>	<b>8,485,614</b>	<b>8,706,214</b>	<b>9,070,610</b>	<b>9,472,937</b>	<b>5,368,830</b>	<b>3,701,780</b>	<b>59.19%</b>	<b>60.16%</b>	<b>53.46%</b>	<b>131,429</b>	<b>5,237,401</b>	<b>4,536,637</b>
<b>FEDERAL REVENUES RECEIVED FROM STATE</b>												
400 FEDERAL AID/MDE (REQUIRES FIN)	522,818	629,401	498,000	737,094	460,246	37,754	92.42%	40.28%	65.17%	206,745	253,501	340,740
405 FEDERAL AID THRU OTHER AGENCY	40,045	0	0	628	628	(628)	0.00%	0.00%	52.87%	628	0	21,170
471 SCHOOL LUNCH PROGRAM	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
472 SPECIAL ASSIST, NEEDY CHILD	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
473 COMMODITY CASH REBATE PROGRAM	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
474 COMMODITY DISTRIBUTION PROGRAM	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
476 SCHOOL BREAKFAST PROGRAM	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
479 SUMMER FOOD SERVICE PROGRAM	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
<b>Total REVENUES RECEIVED FROM STATE</b>	<b>562,863</b>	<b>629,401</b>	<b>498,000</b>	<b>737,722</b>	<b>460,874</b>	<b>37,126</b>	<b>92.55%</b>	<b>40.28%</b>	<b>64.30%</b>	<b>207,373</b>	<b>253,501</b>	<b>361,910</b>
<b>FEDERAL REVENUES RECEIVED FROM FED SOURCES</b>												
500 DIRECT FEDERAL AID (REQUIRES FIN)	0	110,678	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
<b>Total FEDERAL REVENUES RECEIVED FROM FED SOURCES</b>	<b>0</b>	<b>110,678</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>LOCAL SALES, INSURANCE RECOVERY, AND JUDGEMENTS</b>												
601 FOOD SERVICE SALES TO PUPILS	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
606 FOOD SERVICE SALES TO ADULTS	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
619 COST MATERIALS/REV PROD (CONTRA)	900	(3,579)	0	1,120	1,120	(1,120)	0.00%	107.27%	100.00%	4,959	(3,839)	900
620 SALES/REV PRODUCING ACTIVITIES	15,985	44,761	38,400	86,220	85,955	(47,555)	223.84%	99.25%	78.71%	41,529	44,426	12,582
622 SALES OF MATERIALS (NET OF TX)	0	0	0	1,000	1,000	(1,000)	0.00%	0.00%	0.00%	1,000	0	0
624 SALE OF EQUIPMENT	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
625 INSURANCE RECOVERY	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
<b>Total LOCAL SALES, INSURANCE RECOVERY, AND JUDGEMENTS</b>	<b>16,885</b>	<b>41,182</b>	<b>38,400</b>	<b>88,340</b>	<b>88,075</b>	<b>(49,675)</b>	<b>229.36%</b>	<b>98.56%</b>	<b>79.85%</b>	<b>47,488</b>	<b>40,588</b>	<b>13,482</b>
<b>GENERAL FUND TOTAL</b>	<b>9,967,018</b>	<b>10,740,921</b>	<b>10,575,629</b>	<b>11,356,460</b>	<b>6,588,234</b>	<b>3,987,395</b>	<b>62.30%</b>	<b>53.89%</b>	<b>57.08%</b>	<b>799,529</b>	<b>5,788,705</b>	<b>5,689,596</b>

# GENERAL FUND - EXPENDITURES BY ORG CODE

ROYALTON | February 28, 2023



DESCRIPTION	June 30, 2021	June 30, 2022	Adopted Budget	Projected End Of Year	Expenses YTD	Budget Remaining	February 28, 2023	February 28, 2022	February 28, 2021	Current YTD vs. Prior YTD	February 28, 2022	February 28, 2021
							% of Budget Expended	% of Actuals Expended	% of Actuals Expended			
005 DISTRICT WIDE	2,322,751	2,883,142	2,587,875	3,406,561	2,486,136	101,739	96.07%	56.64%	65.46%	853129.05	1,633,007	1,520,391
010 BUDGETED LEARNING SITE	3,332,799	3,529,049	3,449,479	3,597,583	1,968,576	1,480,904	57.07%	56.43%	51.90%	(22,723)	1,991,299	1,729,650
020 BUDGETED LEARNING SITE	2,830,935	3,381,377	3,294,866	3,463,485	2,004,661	1,290,205	60.84%	55.31%	51.34%	134,552	1,870,109	1,453,390
050 BUDGETED LEARNING SITE	1,016,300	1,028,461	1,066,449	1,103,746	597,330	469,119	56.01%	52.16%	54.99%	60,898	536,433	558,891
080 BUDGETED LEARNING SITE	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
799 HOME SCHOOL SITE	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
998 TUITION BILLING SITE	152	1,885	2,000	3,553	1,929	71	96.46%	100.00%	100.00%	45	1,885	152
<b>GENERAL FUND TOTAL - ALL SITES</b>	<b>9,502,937</b>	<b>10,823,914</b>	<b>10,400,670</b>	<b>11,574,929</b>	<b>7,058,632</b>	<b>3,342,038</b>	<b>67.87%</b>	<b>55.74%</b>	<b>55.38%</b>	<b>1,025,900</b>	<b>6,032,732</b>	<b>5,262,473</b>

# GENERAL FUND - EXPENDITURES BY OBJECT CODE

ROYALTON | February 28, 2023



DESCRIPTION	Budget Management Analytics			February	February	February				Current YTD vs. Prior YTD	February 28, 2022	February 28, 2021
	June 30, 2021	June 30, 2022	Adopted Budget	28, 2023	28, 2022	28, 2021	% of Budget Expended	% of Actuals Expended	% of Actuals Expended			
110 ADMINISTRATION/SUPERVISION	494,579	453,804	479,767	468,776	302,083	177,684	62.96%	68.40%	64.93%	(8,300)	310,383	321,109
140 LICENSED CLASSROOM TEACHER	3,168,745	3,216,179	3,430,896	3,362,143	1,653,632	1,777,265	48.20%	50.17%	50.26%	39,975	1,613,656	1,592,749
141 NON,LIC CLASSROOM PERSONNEL	167,260	191,628	139,790	187,394	130,506	9,284	93.36%	51.27%	60.28%	32,268	98,238	100,820
143 LICENSED INSTRUCTIONAL SUPPORT	0	37,098	0	19,329	19,329	(19,329)	0.00%	49.87%	0.00%	828	18,501	0
144 NON,LIC INSTRUCTIONAL SUPPORT	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
145 SUBSTITUTE TEACHER,LICENSED	83,345	137,572	116,390	133,843	83,989	32,401	72.16%	51.27%	40.04%	13,457	70,532	33,370
146 SUBSTITUTE NON,LIC CLASSROOM	4,881	13,983	7,725	20,582	16,903	(9,178)	218.81%	44.45%	70.43%	10,688	6,215	3,437
154 SCHOOL NURSE	6,290	67,272	47,820	58,553	39,691	8,129	83.00%	58.49%	100.00%	345	39,346	6,290
155 LICENSED NURSING SERVICES	48,731	1,490	718	1,226	945	(227)	131.65%	82.78%	58.25%	(288)	1,233	28,385
156 SOCIAL WORKER	83,847	87,199	88,097	90,207	48,057	40,041	54.55%	49.59%	50.00%	4,812	43,244	41,924
161 CERTIFIED PARA/PCA	241,451	213,709	211,305	235,175	153,456	57,849	72.62%	61.08%	57.02%	22,918	130,538	137,670
162 CERTIFIED ONE ON ONE PARA	17,773	76,950	42,825	63,045	48,529	(5,704)	113.32%	54.95%	98.33%	6,247	42,283	17,476
165 SCHOOL COUNSELOR	70,270	72,636	71,845	73,076	37,154	34,691	51.71%	50.00%	50.00%	836	36,318	35,135
170 NON,INSTRUCTIONAL SUPPORT	1,015,964	1,111,723	1,130,088	1,192,460	754,629	375,459	66.78%	59.84%	61.79%	89,395	665,234	627,755
185 OTHER LICENSED/CERTIFIED SALARY	151,445	152,888	163,938	186,238	96,721	67,217	59.00%	42.47%	24.88%	31,788	64,933	37,674
186 OTHER NON LICENSED SALARY	104,996	168,469	151,016	162,355	87,114	63,902	57.69%	53.01%	36.73%	(2,188)	89,302	38,568
191 SEVERANCE	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
195 INTERDEPART SALARIES (CHGBK)	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
199 SALARY ADJ CAFETERIA PLAN/IN LIEU	96,544	79,606	77,305	71,918	32,542	44,763	42.10%	49.64%	46.83%	(6,977)	39,519	45,212
<b>TOTAL SALARIES AND WAGES</b>	<b>5,756,121</b>	<b>6,082,205</b>	<b>6,159,525</b>	<b>6,326,321</b>	<b>3,505,279</b>	<b>2,654,247</b>	<b>56.91%</b>	<b>53.75%</b>	<b>53.29%</b>	<b>235,802</b>	<b>3,269,476</b>	<b>3,067,573</b>
<b>EMPLOYEE BENEFITS</b>												
210 FICA/MEDICARE	418,893	438,318	465,299	465,696	254,963	210,336	54.80%	54.14%	52.08%	17,669	237,294	218,148
214 PERA	120,209	131,655	127,093	137,896	90,121	36,971	70.91%	59.15%	61.16%	12,242	77,879	73,523
218 TRA	305,379	329,502	338,156	341,903	176,619	161,537	52.23%	50.98%	50.43%	8,627	167,992	153,992
220 HEALTH INSURANCE	517,198	552,020	558,050	616,953	349,970	208,080	62.71%	56.61%	53.30%	37,450	312,520	275,681
230 LIFE INSURANCE	11,686	24,839	14,505	11,914	6,812	7,694	46.96%	79.81%	51.54%	(13,012)	19,824	6,023
240 LONG TERM DISABILITY INSURANCE	20,364	19,101	19,904	21,286	12,580	7,324	63.20%	54.32%	49.43%	2,205	10,375	10,066
250 TSA/DEFERRED COMP	61,598	77,836	69,667	76,197	49,807	19,860	71.49%	56.49%	61.86%	5,836	43,971	38,103
251 TAX ADVANTAGE EMPLOYER HLTH AF	30,094	35,406	33,916	39,244	23,737	10,179	69.99%	53.39%	53.80%	4,834	18,904	16,191
270 WORKERS COMPENSATION	91,981	49,865	95,790	64,802	48,145	47,645	50.26%	102.35%	95.04%	(2,892)	51,037	87,418
280 UNEMPLOYMENT COMPENSATION	0	3,527	8,240	5,852	21	8,219	0.25%	94.52%	0.00%	(3,313)	3,333	0
295 INTERDEPART BENEFITS (CHGBK)	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
299 OTHER EMPLOYEE BENEFITS	32,306	21,403	35,435	27,044	0	35,435	0.00%	100.00%	0.00%	(21,403)	21,403	0
<b>TOTAL EMPLOYEE BENEFITS</b>	<b>1,609,710</b>	<b>1,683,469</b>	<b>1,766,055</b>	<b>1,808,788</b>	<b>1,012,774</b>	<b>753,280</b>	<b>57.35%</b>	<b>57.29%</b>	<b>54.62%</b>	<b>48,242</b>	<b>964,532</b>	<b>879,147</b>
<b>PURCHASED SERVICES</b>												
305 CONSULTING FEES/FEES FOR SERVIC	221,039	370,018	300,351	350,435	265,205	35,146	88.30%	64.93%	73.88%	24,951	240,254	163,298
316 SVC PURCH FROM MN JOINT POWER	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
319 COMPUTER & TECHNOLOGY SVCS	12,884	6,265	10,000	4,784	1,463	8,538	14.63%	92.82%	55.02%	(4,353)	5,815	7,089
320 COMMUNICATION SERVICES	24,633	23,527	21,200	19,938	12,960	8,240	61.13%	71.78%	69.22%	(3,927)	16,887	17,051
329 POSTAGE & PARCEL SERVICES	2,848	3,845	2,800	3,790	2,514	286	89.77%	62.54%	7.39%	109	2,404	211
330 UTILITY SERVICES	150,181	202,030	191,000	246,125	175,095	15,905	91.67%	61.74%	59.36%	50,353	124,742	89,147
340 INSURANCE	83,935	94,727	103,000	106,823	85,465	17,535	82.98%	75.82%	76.24%	13,640	71,825	63,989
350 REPAIRS & MAINTENANCE	138,068	380,679	336,600	484,221	354,742	(18,142)	105.39%	65.79%	70.69%	104,306	250,437	97,604
360 TRANSPORT CONTR <=\$25,000	3,209	1,700	2,350	7,601	7,226	(4,876)	307.47%	50.00%	73.52%	6,376	850	2,359
362 MENTAL HLTH PRACTITIONER <=\$250	0	859	0	11,859	11,859	(11,859)	0.00%	0.00%	0.00%	11,859	0	0
365 INTERDEPART TRANSPORT (CHGBK)	(317)	0	(161,428)	(52,414)	1,395	(162,823)	-0.86%	0.00%	0.00%	1,395	0	0
366 TRAVEL CONVENTIONS/CONFERENCE	14,572	20,517	12,300	10,924	5,641	6,659	45.86%	58.93%	69.88%	(6,451)	12,092	10,183
369 ENTRY FEES/STUDENT TRAVEL ALLOI	5,824	23,880	4,605	57,968	56,881	(52,276)	1235.20%	85.05%	3.43%	36,570	20,311	200
370 OPERATING LEASE/RENTAL	12,841	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
373 SPEECH SERVICES <=\$25000	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
390 PYMT FOR ED PURPOSE TO MN DISTF	48,386	40,737	2,000	(35,299)	(36,923)	38,923	-1846.14%	4.63%	0.31%	(38,808)	1,885	152
391 PYMT TO MN SCHOOL (COST SHARE)	93,915	111,523	140,000	173,919	93,883	46,117	67.06%	46.71%	37.78%	41,786	52,097	35,480
394 PYMT FOR ED TO OTHER AGENCY	120,073	120,346	120,000	149,111	74,145	45,855	61.79%	52.72%	29.77%	10,701	63,444	35,744
396 SPEC ED SALARY/OTHER DISTRICT	165,874	176,222	162,800	231,499	97,146	65,654	59.67%	36.43%	1.09%	32,954	64,192	1,804
397 SPEC ED BENEFITS/OTHER DISTRICT	37,126	43,677	29,500	41,322	17,579	11,921	59.59%	38.21%	0.83%	888	16,691	310
<b>TOTAL PURCHASED SERVICES</b>	<b>1,135,091</b>	<b>1,620,551</b>	<b>1,277,078</b>	<b>1,812,607</b>	<b>1,226,274</b>	<b>50,804</b>	<b>96.02%</b>	<b>58.25%</b>	<b>46.22%</b>	<b>282,350</b>	<b>943,925</b>	<b>524,621</b>
<b>SUPPLIES</b>												

DESCRIPTION	June 30, 2021	June 30, 2022	Adopted Budget	Projected End Of Year	Expenses YTD	Budget Remaining	February 28, 2023	February 28, 2022	February 28, 2021	Current YTD vs. Prior YTD	February 28, 2022	February 28, 2021
							% of Budget Expended	% of Actuals Expended	% of Actuals Expended			
401 SUPPLIES, NON INSTRUCTIONAL	220,744	321,904	194,866	388,029	312,587	(117,721)	160.41%	56.34%	51.67%	131,231	181,356	114,049
405 NON, INSTRUCTIONAL SOFTWARE LIC	12,333	6,954	5,100	16,425	12,626	(7,526)	247.56%	81.70%	31.02%	6,944	5,681	3,825
406 INSTRUCTIONAL SOFTWARE LICENSE	46,309	64,440	46,867	58,156	53,294	(6,427)	113.71%	90.73%	89.97%	(5,174)	58,468	41,666
430 SUPPLIES & MATERIALS NON INDIV IN	75,702	96,878	80,350	123,950	98,262	(17,912)	122.29%	56.99%	70.98%	43,053	55,209	53,736
433 SUPPLIES & MATERIALS INDIV INSTRU	27,698	18,235	19,225	19,191	14,616	4,609	76.02%	85.74%	78.42%	(1,018)	15,634	21,720
440 FUELS	88,494	192,325	220,000	224,411	137,004	82,996	62.27%	56.87%	57.26%	27,628	109,376	50,670
460 TEXTBOOKS	1,141	53,663	43,000	9,396	2,500	40,500	5.81%	83.62%	175.95%	(42,372)	44,872	2,007
461 STANDARDIZED TESTS	644	672	150	101	54	96	36.00%	0.00%	0.00%	54	0	0
465 NONINSTRUCTIONAL TECH DEVICES	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
466 INSTRUCTIONAL TECH DEVICES	0	107,502	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
470 MEDIA RESOURCES	3,395	4,581	3,550	3,225	2,673	877	75.31%	63.32%	96.36%	(228)	2,901	3,272
490 FOOD	0	0	0	2,513	2,513	(2,513)	0.00%	0.00%	0.00%	2,513	0	0
491 COMMODITIES	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
495 MILK	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
<b>TOTAL SUPPLIES</b>	<b>476,459</b>	<b>867,155</b>	<b>613,108</b>	<b>845,397</b>	<b>636,128</b>	<b>(23,020)</b>	<b>103.75%</b>	<b>54.60%</b>	<b>61.06%</b>	<b>162,631</b>	<b>473,497</b>	<b>290,946</b>
<b>SUPPLIES &amp; EQUIPMENT</b>												
520 BUILDING ACQ OR CONSTRUCTION	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
530 OTHER EQUIPMENT PURCHASE	303,237	156,358	325,200	380,995	329,150	(3,950)	101.21%	29.01%	98.87%	283,798	45,353	299,822
533 EQUIP SP ED DIRECT INSTRUCTION	0	0	0	86	86	(86)	0.00%	0.00%	0.00%	86	0	0
548 PUPIL TRANSPORT VEHICLES	0	89,346	0	108,690	108,690	(108,690)	0.00%	100.00%	0.00%	19,344	89,346	0
550 OTHER VEHICLES PURCHASED	0	0	0	53,898	53,898	(53,898)	0.00%	0.00%	0.00%	53,898	0	0
555 CAPITAL NONINSTR TECH HARDWARE	145,812	268,974	173,000	170,444	157,594	15,406	91.09%	73.36%	100.49%	(39,714)	197,308	146,520
560 PRIN ON LONG TERM TECH	0	12,519	14,000	3,564	0	14,000	0.00%	74.54%	0.00%	(9,332)	9,332	0
561 INT ON LONG TERM TECH	0	322	500	36	0	500	0.00%	92.76%	0.00%	(298)	298	0
580 PRINCIPAL ON CAPITAL LEASE	714	0	0	0	0	0	0.00%	0.00%	1154.57%	0	0	8,241
581 INTEREST ON CAPITAL LEASE	(714)	0	0	0	0	0	0.00%	0.00%	-194.75%	0	0	1,390
<b>TOTAL SUPPLIES &amp; EQUIPMENT</b>	<b>449,049</b>	<b>527,519</b>	<b>512,700</b>	<b>717,713</b>	<b>649,418</b>	<b>(136,718)</b>	<b>126.67%</b>	<b>64.76%</b>	<b>101.54%</b>	<b>307,780</b>	<b>341,637</b>	<b>455,973</b>
<b>DEBT SERVICE</b>												
710 BOND, REDEMPTION OF PRINCIPAL	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
720 BOND, INTEREST	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
790 OTHER DEBT SVC EXPENDITURES	0	0	0	0	0	0	0.00%	0.00%	0.00%	0	0	0
<b>TOTAL DEBT SERVICE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>OTHER EXPENDITURES</b>												
820 DUES, MEMBERSHIP, LICENSE, FEES	31,222	28,693	27,903	27,924	25,885	2,018	92.77%	96.58%	97.13%	(1,828)	27,713	30,327
891 TRA & PERA SPEC SITUATION PENSIO	29,793	0	32,000	32,000	0	32,000	0.00%	0.00%	0.00%	0	0	0
895 FED/NONPUBLIC INDIRECT (CHGBK)	(4)	0	500	167	0	500	0.00%	0.00%	0.00%	0	0	0
898 SCHOLARSHIPS	15,497	14,321	11,800	4,013	2,874	8,926	24.35%	83.45%	89.61%	(9,078)	11,952	13,886
<b>TOTAL OTHER EXPENDITURES</b>	<b>76,507</b>	<b>43,014</b>	<b>72,203</b>	<b>64,103</b>	<b>28,759</b>	<b>43,444</b>	<b>39.83%</b>	<b>92.21%</b>	<b>57.79%</b>	<b>(10,906)</b>	<b>39,665</b>	<b>44,213</b>
<b>GENERAL FUND TOTAL</b>	<b>9,502,937</b>	<b>10,823,914</b>	<b>10,400,670</b>	<b>11,574,929</b>	<b>7,058,632</b>	<b>3,342,038</b>	<b>67.87%</b>	<b>55.74%</b>	<b>55.38%</b>	<b>1,025,900</b>	<b>6,032,732</b>	<b>5,262,473</b>

Resignation 03.27.23

Morgan Prom (Schluttner)	Elem School Social Worker
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Pamela Cimenski	Preschool Teacher
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New Hires 03.27.23

Joelle Liddane	Ag Teacher
Olivia Baldzicki	Choir Teacher
Linda Fischer	Transportation Director
Janessa Gangl	3rd Grade Teacher
Thomas Ebnet	Science Teacher
Thomas Ebnet	Track and Field
Grace Neutz	Track and Field

General Leave 03.27.23

Brittney Meehl	Preschool Teacher
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# TRANSPORTATION DIRECTOR'S CONTRACT

Independent School District No. 485, Royalton, Minnesota (hereafter "School District") enters into this agreement with Linda Fischer (hereafter "Employee") as Director of Transportation, who agrees to perform the duties assigned by the School District.

The School District and the Employee agree as follows:

## ARTICLE I DURATION

**Section 1. Effective Time Period.** This Agreement shall remain in full force and effect for a period commencing July 1, 2022, through June 30, 2025, unless modified by the mutual written consent of the School Board and the Employee, or unless terminated by law or as provided in Sections 12.1 or 12.02 of this Agreement. For purposes of this Agreement, the term "year," "duty year," "school year," or "contract year" shall refer to the period of time from July 1 through June 30.

## ARTICLE II BASIC RIGHTS

**Section 1. Provision of Services.** The Employee shall faithfully perform the services prescribed by the School Board or Superintendent whether or not such services are specifically described in this contract or in a general job description, abide by the rules, regulations, and policies as established by the School Board and the State Board of Education, and any additions or amendments thereto, for the annual salary indicated below.

## ARTICLE III DUTY YEAR

**Section 1. Basic Work Day/Week.** This is a salaried position. The Employee's work schedule normally will be eight (8) hours/day; however, duties assigned to the Employee may require additional time and service beyond the typical 40-hour week as required to meet the needs of the job and the School District's requirements. The daily work schedule will be determined by the superintendent and is subject to modification as so determined by the Superintendent.

**Section 1. Basic Work Year.** The Employee's duty year shall consist of 260 work days inclusive of sick days and vacation days. The Employee shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board or Superintendent so determines.

**Section 1. Determination of Days Worked.** The Superintendent will ultimately establish the yearly schedule and determine the days on which the Employee will work during the year. The Superintendent may change the work schedule at any time to meet the needs of the District, so long as the total number of work days does not exceed 240 for the year.

**ARTICLE IV  
RATES OF PAY**

**Section 1. Rates of Pay.**

**Subd. 1. Pay Schedule.** The Employee shall be paid over 24 pay periods for the year.

**Subd. 1. Salary.**

2022-2023	\$55,000 (prorated)
2023-2024	\$56,000
2024-2025	\$57,680

**Section 2. Attendance at Conferences/Workshops.** The School District shall pay all reasonable and legally valid expenses and fees for the Employee's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed or preapproved by the Superintendent.

**Section 3. Mileage Reimbursement.** The School District shall reimburse the Employee for business use of their private vehicle. The reimbursement will be on a per mile basis, at the rate established and published by the IRS pursuant to M.S. 471.665, Subd. 1. The Employee must provide written documentation on the mileage reimbursement requested.

**ARTICLE V  
LEAVES OF ABSENCE**

**Section 1. Sick Leave.** Sick leave without loss of pay shall be allowed by the School District whenever the Employee's absence is found to have been due to illness or injury which prevented attendance at work and performance of duties. Application for sick leave shall be made on the form provided by the School District. The School District may require the Employee to furnish a medical certificate from a qualified physician in support of the application. Allowed sick leave shall be deducted from the accrued sick leave days earned by the Employee. The School District retains the right to ultimately decide if the Employee is entitled to use sick leave.

**Subd. 1. Rate Sick Leave is Earned.** The Employee shall earn sick leave at the rate of fifteen (15) days per year (1.25 days per month), which may be accumulated to a maximum of one hundred and twenty (120) days. (Employee will receive a pro-rated accrual of 4.38 days through June 30, 2023)

**Subd. 2. Flex Day.** Employees may elect to convert three (3) sick leave days per year to one (1) flex day that may be used in the same manner as a personal day. Unused flex days will be paid out at the employee's daily rate of pay. Flex day payments will be deposited into either the employee's 403B account or their Health Savings Account.

**Subd. 3. Payout of Sick Upon Termination/Resignation.** The Employee shall not be entitled to the payout of any unused sick leave days upon resignation or termination of employment with the School District.

**Section 2. Vacation.** The Employee shall be entitled to 20 vacation days per year. (Employee will receive a pro-rated accrual of 5.50 days through June 30, 2023).

**Subd. 1. Requesting Vacation.** Vacation time must be scheduled and approved by the employee's supervisor in advance. The School District reserves the right to limit the number of employees in a category on vacation or leave at any one time, or to deny any vacation request that may disrupt School District operations, in the sole discretion of the School District.

**Section 3. Bereavement Leave and Illness in the Immediate Family.**

**Subd. 1.** A leave of absence without loss of pay, not to exceed five (5) days, for each occurrence, shall be granted for the death or serious illness of the Employee's spouse, child or parent. Up to three (3) days shall be granted in the case of the death or serious illness of the Employee's parent-in-law.

**Subd. 2.** A leave of absence without loss of pay, not to exceed two (2) days for each occurrence, shall be granted for death of the Employee's brother or sister, brother-in-law, sister-in-law, grandparents, son-in-law or daughter-in-law, grandparent-in-law, or member of immediate household.

**Subd. 3.** For the death of other relatives and friends, the Employee shall be granted up to one (1) day of bereavement leave, for each occurrence, with deduction of on-half day's pay from the Employee's accumulated sick leave.

**Subd. 4.** If the leave is for reason of death, the days off shall not be deducted from the Employee's accumulated sick leave; if the leave is for serious illness, the leave days taken shall be deducted from the Employee's accumulated sick leave. Serious illness shall mean illness requiring medical attention at a clinic or hospital. The School District may require a doctor's certification of illness as a condition for granting the leave.

**Section 5. Family and Medical Leave.** Pursuant to the Family and Medical Leave Act, 29 U.S.C. 2601 et. Seq., an eligible staff shall be granted, upon written request, up to a total of 12 weeks of unpaid leave per year in connection with:

- a. The birth of a child;
- b. The adoption or foster placement of a child;
- c. The serious health condition of a teacher's spouse, child, or parent, and
- d. The teacher's own serious health condition.

**Subd. 1. Salary and Fringe Benefits.** Such leave shall be unpaid, except an eligible staff, during such leave, shall be eligible for regular School District group health insurance contributions as provided in the Agreement of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

**Subd. 2. Paid Leave Under Contract.** While FMLA leaves, except for eligible insurance contributions as provided in 9.70., are unpaid, nothing herein shall preclude a teacher from utilizing paid leave otherwise provided in this Agreement, provided the teacher qualifies for the paid leave, i.e. sick leave or personal leave pursuant to the provisions of this Agreement governing such leaves. Moreover, nothing herein, or any other provisions of this Agreement, shall be construed to require the School District to combine leaves for a period of time that exceeds the leave provided by this section or the period of time for leaves provided in other sections of the Agreement.

**Subd. 3. Request.** A staff member requesting child care leave shall inform the Superintendent in writing of the intention to take the leave at least three (3) calendar months prior to the commencement of the intended leave.

**Subd. 4. Date of Leave.** The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year, e.g. winter vacation, spring vacation, semester or quarter break, end of a grading period, end of the school year, or the like.

**Subd. 5. Duration.** In making a determination concerning the commencement and duration of a child care leave, the school board shall not, in any event, be required to:

1. Grant any leave for more than twelve (12) months in duration.
2. Permit the staff member to return to employment prior to the date designated in the request for the child care leave.

**Section 6. Emergency Medical Leave.** An employee who has completed the initial probationary period, who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long-term disability compensation, may, upon request, be granted an emergency leave of absence, without pay, up to six (6) months. The employee shall be responsible for payment of any insurance benefits during the period of the emergency leave. This leave may be renewed at the discretion of the School District. A request for leave of absence, or renewal thereof, under this Section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities. The School District will adhere to the Family Medical Leave laws.

**Subd. 1. Elective Surgery.** Elective Surgeries will be allowed during non-student contact days only.

**Section 7. Jury Leave.** An employee called for jury service shall be granted a jury leave without loss of pay, but any sum paid the employee for jury duty (exclusive of mileage and other expenses) shall be assigned by the employee to the School District.

**Section 8. Military Leave.** An employee called for military service shall be granted a leave of absence, with pay if it falls under M.S. 192.26, or without pay if it falls under M.S. 192.261, for such times as may be required to fulfill the obligation.

**Section 9. General Leave.** At its discretion, the School District may grant a leave of absence for one (1) year to employees who have completed five (5) consecutive full years of service in the School District. Employees requesting leave under the provisions of this Section shall submit a written request no later than March 31 of the school year proceeding the year of the requested leave.

**Subd 1. District Notification.** Employees who are granted leave of absence under the provision of this Section shall notify the School District no later than March 31 of the leave year, in writing, of their intention to return to their position.

**Section 10. All Other Leave.** The School District will adhere to all applicable federal and state laws governing the provision of a leave of absence for specific purposes outlined in law or statute other than those specified in this manual.

**Section 11. Workers' Compensation.** Pursuant to M.S. Chapter 176, an employee injured on the job in the service of the School District and collecting worker's compensation insurance, may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

**Subd 1. Insurance Application-Unpaid Leave.** An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance.

**Subd 1. Insurance Application-Paid Leave.** In the event the employee is on paid leave from the School District under Section 1, Sick Leave, or supplemented by sick leave pursuant to Section 11, Workers' Compensation, the School District will continue insurance contributions as provided herein until sick leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained after the exhaustion of sick leave.

**Subd 2. Credit.** An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits that had accrued at the time leave commenced. No credit shall accrue for the period of time that an employee was on unpaid leave.

**Subd 3. Eligibility.** Employees shall be eligible for leave benefits proportional to the extent of their employment.

**Subd 4. Subbing While on Leave.** School District employees on a general leave of absence who return to sub will be paid their regular rate of pay when subbing in their regular job classification and the 0 step of the group in which they are subbing for all other jobs.

## ARTICLE VI GROUP INSURANCE

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

**Section 2. Health and Hospitalization Insurance.** The School District shall contribute toward employee hospital-medical coverage for all employees employed by the School District who work 40 hours a week for 12 months, qualify for, and are enrolled in the School District's health and hospitalization plan according to the schedule determined by the School District. The School District expressly reserves the right to revise or modify these amounts at any time that it determines such modification is desirable. The current amounts contributed by the School District are as follows:

2021-2023	Single, not to exceed \$6,000.
	Family not to exceed \$12,000

**Subd. 1. District Contribution.** The School District contribution is based on a 260 days contract.

**Subd 2. Claims Against the School District.** It is understood that the School District's only obligation is to purchase various insurance policies and pay such premium amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**Section 2. Life Insurance.** The School District shall provide the Employee with group life insurance coverage in the amount of \$50,000.00, the premiums to be paid by the School District. The Employee may elect to purchase an equal amount of life insurance under the group plan with premiums paid in full by the Employee.

**Section 3. Long-Term Disability Insurance.** The School District shall contribute 100% of the premium for the income protection policy. Such policy shall provide for benefits equal to at least 2/3 of the employee's salary, beginning after sixty (60) days of continuous absence due to disability.

**ARTICLE VII  
HOLIDAYS**

**Section 1. Paid Holidays** The Employee shall be entitled to 10 paid holidays each year of the Contract. The Employee shall designate the other two days at his discretion and notify the Superintendent of his selection.

The 10 designated holidays will be:

New Year's Day

- Good Friday
- Memorial Day
- July 4<sup>th</sup>
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

When a Holiday falls on a weekend the Human Resources Director and /or Supervisor will decide if the vacation day is taken on the Friday before or the Monday following that weekend.

**ARTICLE VIII  
403B MATCHING CONTRIBUTION PLAN**

**Section 1. Eligibility:** The Employee will be eligible to participate in a tax-sheltered annuity plan established by the School District and receive a District matching contribution as follows:

Years of Continuous Service	District Matching Contribution
0-3	\$300
4-8	\$600
9-12	\$1200
13-15	\$1,800
16+	\$2,000

**Section 2. Approved Plans:** The School District will make matching contributions only to deferred compensation plans offered by vendors selected by the School District.

**ARTICLE IX  
DISCHARGE AND RESIGNATION FROM EMPLOYMENT**

**Section 1. Discharge From Employment.** The School District may terminate this Agreement, for no reason or any reason at all, by giving the Employee written notice of its intent to terminate the Employee's services at least thirty (30) days prior to the effective date of the termination.

**Section 1. Resignation From Employment.** The Employee may terminate this Agreement, for no reason or any reason at all, by giving written notice of resignation to the Superintendent thirty (30) calendar days prior to the effective day of resignation.

**By signing below, each party represents that it has read, understands, and agrees to be bound by the terms of this Agreement.**

**FOR: The DISTRICT Signed this \_\_\_\_\_ day of \_\_\_\_\_**

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
School Board Clerk

**FOR: The EXCLUSIVE REPRESENTATIVE Signed this 7<sup>th</sup> day of March 2023.**

  
\_\_\_\_\_  
Director of Transportation



March 21, 2023

TO: Royalton School Board Members, Dr. [Kristine Wehrkamp](#)

FROM: Joel Swenson, RHS/MS Principal

RE: Senior Class Trip

I am including this information with a request for the board to approve the Royalton High School (RHS) senior class trip on May 21-22 at Cragun's Resort on Gull Lake.

This class trip has been an annual tradition for over 20 years at RHS. Seniors will leave on Sunday morning, eat breakfast in Brainerd, and arrive at Craguns around 10:30am. They will have the day to canoe, golf, fish, hang out on the beach or pool area, and participate in other activities the resort has to offer. We will have a large pizza order on Sunday night for dinner and a bonfire on the beach (weather permitting). On Monday, students will depart Craguns around 11am. We will stop for lunch at Buffalo Wild Wings in Brainerd before returning to school between 1:30-2:00pm.

- Lodging is either in the lakeside cabins or the main lodge at Craguns depending on availability.
- Students have their baggage and belongings checked by chaperones before boarding the bus.
- Students have to ride the bus to and from Craguns and are not allowed to be transported to the class trip without approval from the high school principal in the case of extenuating circumstances.
- Students are not allowed to operate a motorized vehicle or boat at the resort.
- No outside visitors are allowed to participate or visit at any time.

The trip will be paid for by class dues collected by the senior class during their time as students at RHS, with the exception of their breakfast on Sunday and lunch on Monday, which the students pay for themselves. We will have three faculty chaperones and three parent chaperones for the trip.

Any students who leave the premises, violate drug, alcohol, or tobacco rules, or create a serious problem will be sent home and may not be permitted to participate in graduation ceremonies. This has been a fun experience for our students prior to graduating from high school, and I do not anticipate any issues with our students. We have had very few, if any, behavioral issues on these trips in the past.

Joel Swenson– RHS/MS Principal

Aging Items to Sell	Quantity	Total Technology Quote	Diamond Assets Quote	Second Life Mac Quote	Grade D Pricing	Quantity	Total Technology Quote	Diamond Assets Quote	Second Life Mac Quote
Apple MacBook Air i5 1.8 GHz 8GB RAM	21	\$190	\$205	\$170	Apple MacBook Air i5 1.8 GHz 8GB RAM	21	\$1,596	\$2,153	\$1,785
Apple MacBook Pro 2.3GHz 8GB RAM	3	\$300	\$345	\$175	Apple MacBook Pro 2.3GHz 8GB RAM	3	\$360	\$518	\$263
Apple MacBook Mini i5 1.4GHz 16GB	4	\$30	\$0	\$25	Apple Mac Mini i5 1.4GHz 16GB	4	\$48	\$0	\$50
Apple iPad Mini 2013	151	\$19	\$0	\$0	Apple iPad Mini 2013	151	\$1,148	\$0	\$0
Apple iPad Mini 2014	187	\$40	\$0	\$20	Apple iPad Mini 2014	187	\$2,992	\$0	\$1,870
					Best Pricing Total Grade D		\$6,860		
Grade A Pricing	Quantity	Total Technology Quote	Diamond Assets Quote	Second Life Mac Quote	Grade F Pricing	Quantity	Total Technology Quote	Diamond Assets Quote	Second Life Mac Quote
Apple MacBook Air i5 1.8 GHz 8GB RAM	21	\$3,990	\$4,305	\$3,570	Apple MacBook Air i5 1.8 GHz 8GB RAM	21	\$200	\$215	\$179
Apple MacBook Pro 2.3GHz 8GB RAM	3	\$900	\$1,035	\$525	Apple MacBook Pro 2.3GHz 8GB RAM	3	\$45	\$52	\$26
Apple Mac Mini i5 1.4GHz 16GB	4	\$120	\$0	\$100	Apple Mac Mini i5 1.4GHz 16GB	4	\$6	\$0	\$5
Apple iPad Mini 2013	151	\$2,869	\$0	\$0	Apple iPad Mini 2013	151	\$143	\$0	\$0
Apple iPad Mini 2014	187	\$7,480	\$0	\$3,740	Apple iPad Mini 2014	187	\$374	\$0	\$187
Best Pricing Total Grade A		\$15,809			Best Pricing Total Grade F		\$790		
Grade B Pricing	Quantity	Total Technology Quote	Diamond Assets Quote	Second Life Mac Quote					
Apple MacBook Air i5 1.8 GHz 8GB RAM	21	\$3,392	\$3,659	\$3,035					
Apple MacBook Pro 2.3GHz 8GB RAM	3	\$765	\$880	\$446					
Apple Mac Mini i5 1.4GHz 16GB	4	\$102	\$0	\$85					
Apple iPad Mini 2013	151	\$2,439	\$0	\$0					
Apple iPad Mini 2014	187	\$6,358	\$0	\$3,179					
Best Pricing Total Grade B		\$13,438							
Grade C Pricing	Quantity	Total Technology Quote	Diamond Assets Quote	Second Life Mac Quote					
Apple MacBook Air i5 1.8 GHz 8GB RAM	21	\$2,793	\$3,014	\$2,499					
Apple MacBook Pro 2.3GHz 8GB RAM	3	\$630	\$725	\$368					
Apple Mac Mini i5 1.4GHz 16GB	4	\$84	\$0	\$70					
Apple iPad Mini 2013	151	\$2,008	\$0	\$0					
Apple iPad Mini 2014	187	\$5,236	\$0	\$2,618					
Best Pricing Total Grade C		\$11,066							

Model	iMac/All-In-One	MacBook/Laptop	iPad/iPhone/Tablet
Grade A	<ul style="list-style-type: none"> <li>• Like New</li> <li>• No Functional or Cosmetic Flaws</li> </ul>	<ul style="list-style-type: none"> <li>• Like New</li> <li>• No Functional or Cosmetic Flaws</li> <li>• Battery Meets or exceeds 80% of designed mAh capacity</li> </ul>	<ul style="list-style-type: none"> <li>• Like New</li> <li>• No Functional or Cosmetic Flaws</li> <li>• Battery meets or exceeds 80% of designed mAh capacity</li> </ul>
Grade B	<ul style="list-style-type: none"> <li>• May have minor light scratches on the LCD, but does not effect the clarity of the camera</li> <li>• May have a very minor blemish on the LCD that is not immediately noticeable</li> <li>• May have minor light scratches or stains on the case</li> <li>• May have minor nicks along the edge of the case</li> <li>• No dents, cracks, or bends allowed</li> </ul>	<ul style="list-style-type: none"> <li>• May have minor light scratches or keyboard marks on the LCD, but does not effect the clarity of the camera</li> <li>• May have a very minor blemish on the LCD that is not immediately noticeable</li> <li>• May have minor light scratches or stains on the case</li> <li>• May have minor nicks along the edge of the case</li> <li>• No dents, cracks, or bends allowed</li> <li>• Battery meets or exceeds 80% of designed mAh capacity</li> </ul>	<ul style="list-style-type: none"> <li>• May have minor light scratches on the LCD, but does not effect the clarity of the camera</li> <li>• May have a very minor blemish on the LCD that is not immediately noticeable</li> <li>• May have minor light scratches or stains on the case</li> <li>• May have minor nicks along the edge of the case</li> <li>• No dents, cracks, or bends allowed</li> <li>• Battery meets or exceeds 80% of designed mAh capacity</li> </ul>
Grade C	<ul style="list-style-type: none"> <li>• May have moderate scratches on the LCD, but does not effect the clarity of the camera</li> <li>• May have a moderate blemish on the LCD</li> <li>• May have moderate scratches or stains on the case</li> <li>• May have moderate dings or dents on the case</li> <li>• No cracks in case allowed</li> </ul>	<ul style="list-style-type: none"> <li>• May have moderate scratches or keyboard on the LCD, but does not effect the clarity of the camera</li> <li>• May have a moderate blemish on the LCD</li> <li>• May have moderate scratches or stains on the case</li> <li>• May have moderate dings or dents on the case, but does not effect closing of the LCD lid</li> <li>• May have minor case cracks</li> <li>• May have moderately worn keys</li> <li>• Battery meets or exceeds 80% of designed mAh capacity</li> </ul>	<ul style="list-style-type: none"> <li>• May have moderate scratches on the LCD, but does not effect the clarity of the camera</li> <li>• May have a moderate blemish on the LCD</li> <li>• May have moderate scratches or stains on the case</li> <li>• May have moderate dings, dents, or bends on the case, but does not effect the proper seating of the digitizer</li> <li>• May have a home button that is slightly sunk</li> <li>• Battery meets or exceeds 80% of designed mAh capacity</li> </ul>
Grade D	<ul style="list-style-type: none"> <li>• May have major scratches on the LCD, but does not effect the clarity of the camera</li> <li>• May have a major blemish on the LCD</li> <li>• May have major scratches or stains on the case</li> <li>• May have major case bends or dents on the case, but does not effect the proper seating of the LCD glass.</li> <li>• May have a crack in case</li> </ul>	<ul style="list-style-type: none"> <li>• May have major scratches or keyboard marks on the LCD, but does not effect the clarity of the camera</li> <li>• May have a major blemish on the LCD</li> <li>• May have major scratches or stains on the case</li> <li>• May have major dents on the case</li> <li>• May have moderate case cracks</li> <li>• May have loose hinges</li> <li>• May have missing keys with rubber spring cup still intact</li> <li>• Battery meets or exceeds 80% of designed mAh capacity.</li> </ul>	<ul style="list-style-type: none"> <li>• May have major scratches on the LCD, but does not effect the clarity of the camera</li> <li>• May have a major blemish on the LCD</li> <li>• May have major scratches or stains on the case</li> <li>• May have major case bends or dents on the case, but does not effect the proper seating of the digitizer</li> <li>• Battery meets or exceeds 80% of designed mAh capacity</li> </ul>
Grade F	<ul style="list-style-type: none"> <li>• Not fully functional</li> <li>• Severe cosmetic defects</li> <li>• LCD delamination</li> <li>• Defective or missing parts</li> </ul>	<ul style="list-style-type: none"> <li>• Not fully functional</li> <li>• Severe cosmetic defects</li> <li>• LCD delamination</li> <li>• Defective or missing parts</li> <li>• Battery not exceeding 80% of designed mAh capacity.</li> </ul>	<ul style="list-style-type: none"> <li>• Not fully functional</li> <li>• Severe cosmetic defects</li> <li>• LCD delamination</li> <li>• Defective or missing parts</li> <li>• Battery not exceeding 80% of designed mAh capacity</li> </ul>

2023



## Royalton Public School District

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Quote No. Q-173067



**Diamond Assets - Quote**  
 Trade-Up Type: Education  
 Quote Number: Q-173067  
 Quote Issued: 3/1/2023  
 Quote Expiration: 3/31/2023  
 Pickup/Mail-in Expiration: 4/14/2023

**Diamond Assets - Contact**  
 Tim Schigur  
 1850 Putman Parkway  
 Milton, WI 53563

**Customer - Contact**  
 Royalton Public School District  
  
 David Lemm  
 120 SOUTH HAWTHORN STREET  
 ROYALTON, MN 56373

Description	Model Number	Quantity	Value	Total Value
MacBook Pro 13 inch -2017, 128GB, Core i7 - 2.5GHz, 8GB-RAM, Space Gray	MPXQ2LL/A-6385	3.00	\$345.00	\$1,035.00
MacBook Air 13 inch -2017, 128GB, Core i5 - 1.8GHz, 8GB-RAM, Silver	MQD32LL/A-2108	21.00	\$205.00	\$4,305.00
			<b>TOTAL:</b>	\$5,340.00

All Units above quoted for Grade A (Grading Scale Below)  
 Grade B 85.00% of value  
 Grade C 70.00% of value  
 Grade D 50.00% of value  
 Grade F 5.00% of value

Terms and Conditions Exceptions:

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\*This quote is based on current market values and is based off all units being in good cosmetic and working condition with original accessories included. If units are not in good condition or accessories are missing or nonfunctional standard deductions will apply. All information in this quote is confidential and property of Diamond Assets LLC.  
 1 (877) 398-4266 – 1850 Putman Parkway – Milton, WI 53563 – www.diamond-assets.com

## Terms and Conditions

The terms and conditions (the "Terms") set forth herein are binding upon "Customer," which has acknowledged and agreed to the Terms by electing to accept the same via signature, email, electronic, or other means. Diamond Assets, in its sole discretion, reserves the right at any time to change these Terms.

- (1) Quote
  - a. Diamond Assets has or will purchase used Apple and other products and devices (the "Devices") from Customer as set forth and evidenced by a quote or purchase order (the "Quote"). Quotes are valid for 30 days from the date listed thereon.
  - b. The Quote is a reflection of the information provided by Customer with the assumption that the Devices are in Grade A condition, as set forth and defined in Exhibit A. Upon completion of the evaluation (as forth below), device deductions, updated information and values for Devices will be provided to Customer in the Evaluation Report (the "Report").
  - c. Devices must be received by Diamond Assets on or before pickup/mail-in expiration date or the Quote will be invalid and the pricing set forth therein may be altered at Diamond Assets' discretion.
  - d. Pricing set forth in the quote assume the Devices contain base model specifications and contain all OEM issued components. Pricing may be altered, at Diamond Assets' discretion, if devices received are non-base model or contain non-OEM components.
  - e. Pricing set forth therein may be altered at Diamond Assets' discretion as a result of market condition changes on devices set forth in the quote.
- (2) Pickup/Mail-in
  - a. Title to the Devices and risk of loss is transferred and conveyed to Diamond Assets, in the case of pick-up, when loaded onto Diamond Assets' freight carrier or commercial delivery service; or in the case of mail-in, when picked-up by the carrier. Devices will not be returned once transfer of ownership is complete.
  - b. All packaging and palletizing services are conducted at Customer's facility.
- (3) Evaluation, Evaluation Report, and Payment
  - a. Customer shall, prior to pick-up or mail-in, remove all Devices from the following locks e.g.:
    - i. Apple Business Manager or Apple School Manager (DEP)
    - ii. Mobile Device Management (MDM)
    - iii. Activation Lock
    - iv. Firmware Passwords
    - v. Cellular identified locks e.g. IMEI, Carrier, Financial, Blacklists
    - vi. Failure to remove devices from lock statuses will result in device non-payment.
  - b. Diamond Assets will, upon receipt, evaluate and grade the Devices pursuant to the grading scale set forth in Exhibit A and will count and inspect all accessories. Devices not set forth on quote will be applied current market pricing at Diamond Asset's discretion.
  - c. Diamond Assets will ensure any and all customer information is erased and removed from the Devices. Non-functional devices will be recycled to R2 Standards.
  - d. Diamond Assets will provide the Report to Customer, through its designated contact, which will include serial numbers, grades, and deductions for all Devices that it received. Diamond Assets will review the Report with Customer upon Customer's request.
  - e. Diamond Assets will pay Customer the final amount set forth in the Report within sixty (60) days of the transfer of ownership of the Devices. Payment terms may be delayed as a result of untimely response or resolution by Customer.
- (4) Customer Representations and Warranties. By agreeing to these Terms, Customer represents and warrants to Diamond Assets as follows:
  - a. Customer has full power and authority to own and sell the Devices as set forth in the Quote as well as at time of pick-up or mail-in service, released by signature authorization. Customer has good and marketable title to the Devices and title to all of the Devices will be transferred to Diamond Assets, free and clear of all liens and encumbrances.
  - b. Agreement to these Terms and the consummation of the transactions contemplated hereunder and any Quote have been and will be duly authorized and the individual signing below or otherwise agreeing to these Terms has full right, power, authority and capacity to enter into these Terms and to any Quote, whether prior to the date hereof or hereafter. Consummation of the transaction contemplated by these Terms or any Quote will not result in the breach of any term or provision of any agreement, contract, financing arrangement, lease or other agreement to which Customer is a party, except to the extent that any such breach would not have a material adverse effect.
  - c. There are no contracts of any kind relating to the management, leasing, licensing, operation, maintenance or repair of the Devices.
  - d. To Customer's knowledge, there are and will be no material violations of any federal, state, county or municipal statutes, laws, codes, ordinances, rules, regulations, orders, decrees and directives, relating to the Devices.
  - e. There is no claim, litigation, proceeding or governmental investigation pending or, to the best knowledge of Customer, threatened against or relating to the Devices or against Customer which affects its ownership of the Devices.
  - f. No person has any right of first refusal or any option to acquire title to the Devices

- (5) **DISCLAIMER OF WARRANTIES.** ANY SERVICES PROVIDED BY DIAMOND ASSETS HEREUNDER OR PURSUANT TO ANY QUOTE ARE PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. DIAMOND ASSETS DOES NOT REPRESENT OR WARRANT THAT ANY SERVICES IT PROVIDES WILL MEET CUSTOMER'S REQUIREMENTS. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, THEY WILL BE LIMITED TO THE SHORTEST DURATION PERMITTED BY LAW. CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE-TO-STATE.
- (6) **LIMITATION OF LIABILITY.** IN NO EVENT WILL DIAMOND ASSETS, OR ANY OF ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THESE TERMS OR SERVICES TO BE PROVIDED UNDER ANY QUOTE, WHETHER THE ACTION IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY OR CONFIDENTIALITY RIGHTS OR OTHERWISE. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
- (7) **Compliance.** Diamond Assets reserves the right to take steps Diamond Assets believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Terms (including but not limited to Diamond Assets' right to cooperate with any legal process relating to Customer or the Devices). Customer acknowledges and agrees that Diamond Assets has the right, without liability to customer, to disclose any registration data and/or account information to law enforcement authorities, government officials, and/or a third parties, if, in Diamond Assets' reasonable discretion, it believes it is necessary to comply with any law, rule, or regulation, or with these Terms.
- (8) **Indemnification.** Customer will indemnify, defend and hold harmless Diamond Assets and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under these Terms and the costs of pursuing any insurance providers, incurred by Indemnified Party/awarded against Indemnified Party, relating to/arising out of or resulting from any claim of a third party or Customer or arising out of or occurring in connection with Customer's obligations under these Terms or arising out of a breach of the representations and warranties made by it herein. Customer will not enter into any settlement without Diamond Assets' or Indemnified Party's prior written consent.
- (9) **Entire Agreement.** These Terms, including and together with any related exhibits, schedules, attachments, appendices, and Quotes, constitute the sole and entire agreement of Customer and Diamond Assets with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.
- (10) **Survival.** Subject to the limitations and other provisions of these Terms, the representations and warranties of the Seller contained herein shall survive the expiration or earlier termination of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive indefinitely.
- (11) **Severability.** If any term or provision of these Terms is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.
- (12) **Waiver.** No waiver by Diamond Assets of any of these Terms shall be effective unless explicitly set forth in writing and signed by Diamond Assets. Except as otherwise set forth herein, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from these Terms shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- (13) **Cumulative Remedies.** All rights and remedies provided in hereunder are cumulative and not exclusive, and the exercise by Diamond Assets of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.
- (14) **Successors and Assigns.** This Agreement is binding on and inures to the benefit of the parties to these Terms and their respective permitted successors and permitted assigns.
- (15) **No Third-Party Beneficiaries.** This Agreement benefits solely the parties to these Terms and their respective permitted successors and assigns and nothing herein, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

- (16) Choice of Law; Venue. These Terms, including all exhibits, schedules, attachments and appendices attached hereto, and all Quotes and other matters arising out of or relating to these Terms, are governed by, and construed in accordance with, the laws of the State of Wisconsin. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the Circuit Court of Rock County, Wisconsin.
- (17) Costs of Collection. In the event of any action between the parties seeking enforcement of any of the terms and conditions of set forth herein or a Quote(s), the prevailing party in such action will be awarded, in addition to damages, or injunctive or other relief, its reasonable costs and expenses, including but not limited to, costs and reasonable attorney's fees.

**Exhibit A: Grading Matrix & Deductions**

The evaluation and grading of Devices, as set forth in the Report, will be based upon the grading scale set forth below.

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>F</b>
Unit is Like New Condition	Product is in Good Working Condition	Product is in Fair Working Condition	Product is in Poor Working Condition	Device is Functionally Defective or Broken
<ul style="list-style-type: none"> <li>• Contains no blemishes or defects.</li> </ul>	<ul style="list-style-type: none"> <li>• Minor Wear or Stress Markings on Casing</li> <li>• Light Surface Scratches on Casing</li> <li>• Minor Dent in Corner, but not combined with other major defects</li> <li>• Single Dead Pixel</li> </ul>	<ul style="list-style-type: none"> <li>• Moderate Wear or Stress Markings on Casing</li> <li>• Moderate Surface Scratches on Casing</li> <li>• Dented Corners</li> <li>• Dead Pixels</li> <li>• Scratches on Screen</li> </ul>	<ul style="list-style-type: none"> <li>• Severe Wear or Stress Markings on Casing</li> <li>• Severe Surface Scratches on Casing</li> <li>• Product Contains Noticeable LCD Blemishes Including Multiple Dead Pixels</li> <li>• Multiple Severe Dents</li> </ul>	<ul style="list-style-type: none"> <li>Defective or Broken Items</li> <li>• Screens</li> <li>• Trackpads</li> <li>• Hinges</li> <li>• Buttons</li> <li>• Logic Boards</li> <li>• Storage</li> <li>• RAM</li> <li>• Battery</li> <li>• Keyboard / Non - North American Keyboard</li> <li>• Ports</li> <li>• Cameras</li> <li>• Audio</li> <li>• Network Connectivity</li> </ul>

\*Grading is not limited to conditions above.

<p><b>Accessory Deductions</b> Non-OEM, missing, or non-functional accessories</p> <ul style="list-style-type: none"> <li>a. \$5.00 iPad or iPhone power adapter</li> <li>b. \$4.00 iPad or iPhone charging cable</li> <li>c. \$30.00 Laptop power adapter</li> <li>d. \$10.00 USB-C cable</li> <li>e. \$40.00 USB-C power adapter</li> <li>f. \$10.00 Desktop power cord</li> <li>g. \$25.00 iMac keyboard</li> <li>h. \$25.00 iMac mouse</li> </ul>	<p><b>Device Deductions</b> Missing or non-functional items</p> <ul style="list-style-type: none"> <li>a. \$10.00 Mac feet or screws</li> <li>b. \$15.00 Mac keyboard missing single key</li> <li>c. \$50.00 Mac keyboard missing multiple keys</li> <li>d. \$10.00 Apple Engraving</li> <li>e. \$5.00 Case removal</li> <li>f. \$2.00 iOS, iPadOS, macOS device locks</li> <li>g. \$5.00 Mac Firmware locks</li> <li>h. \$40.00 SIM/ Carrier Locks</li> <li>i. \$45.00 Non-Apple engraving - Mobile</li> <li>j. \$90.00 Non-Apple engraving - Laptop</li> <li>k. \$90.00 Non-Apple engraving - Desktop</li> </ul>	<p><b>Mail-in Services</b> Structure for shipping and packaging</p> <ul style="list-style-type: none"> <li>a. \$25.00 Fewer than 20 iPads</li> <li>b. \$25.00 Fewer than 44 iPhones/iPods</li> <li>c. \$25.00 Fewer than 10 mac Mini</li> <li>d. \$25.00 iMacs - each</li> <li>e. \$50.00 Fewer than 20 11" MacBook Airs</li> <li>f. \$50.00 Fewer than 10 13" MacBook Airs</li> <li>g. \$50.00 Fewer than 10 MacBook Pros</li> <li>h. \$20.00 Unreturned Packaging</li> </ul>
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**Encumbrances**

Apple Business Manager / Apple School Manager (DEP), MDM, Activation Lock, Cellular Locks e.g.

- a. Diamond Assets does a preliminary evaluation of devices to ensure devices are free and clear of encumbrances. If devices are found to have encumbrance(s), Diamond Assets will notify the customer for resolution.
- b. Customer has a 48-hour grace period to remove devices from these encumbrance(s).
- c. After 48 hours, a processing fee of \$2.00 per device will deducted from final payment. If more than 50 percent of the order has an encumbrance, a \$2.00 charge per device will be assessed for the entire order. Deduction is applied per encumbrance.

- d. Diamond Assets provides a serial number manifest for removal purposes.
- e. Customer will confirm removal before processing continues.
- f. Any device not removed within 10 days will result in non-payment and device will be recycled with the exception of SIM/Carrier Locked devices. Any Device with SIM/Carrier Lock not removed within 10 days will be processed as such and result in \$40 deduction from graded value.
- g. Any device re-enrolled after payment will result in bill for value of device and any additional costs to Diamond Assets.
- h. Encumbrances discovered may result in alteration of pricing set forth at Diamond Assets' discretion.

#### Mac Firmware Passcode

- a. If a device is received with a Firmware Passcode, the Customer will supply the passcode within 48-hours for removal by Diamond Assets.
- b. If a device has a Firmware Password enabled at the time of pickup or mail-in, a fee of \$5.00 per device will be deducted from the quote price.
- c. If more than 50 percent of the order is in Firmware, a \$5.00 charge per device will be assessed for the entire order.
- d. If a Firmware Passcode cannot be resolved, it will result in non-payment for the device.

# Confidence From Pickup To Payout.

## Second Life Mac

Colleen Cline / Director of Procurement - Midwest

317-506-8565

[colleen@secondlifemac.com](mailto:colleen@secondlifemac.com)

Eric Lawell / Account Executive

614-266-2505

[eric@secondlifemac.com](mailto:eric@secondlifemac.com)

Josh Young / Account Executive

813-361-3049

[josh@secondlifemac.com](mailto:josh@secondlifemac.com)





# SecondLifeMac

## Buyback Quote

Number: 00006168

Date: 3/20/23

Signature due by: 4/3/23

Receive products by: 4/17/23

David Lemm  
Royalton Public Schools  
Royalton Middle High School  
120 S Hawthorn St  
Royalton, Minnesota 56373  
United States  
dlemm@isd485.org  
3205844160

Josh Young  
Second Life Mac  
7603 New Gross Point Road  
Skokie, Illinois 60077  
United States  
josh@secondlifemac.com  
(813) 361-3049

### Confidentiality

This Purchase and Sale Agreement (this "Agreement") and the information contained is strictly confidential and may not be shared or distributed to any third party, in whole or part, without Second Life Mac's express written permission. Upon mutual execution of this Agreement, Customer hereby agrees to sell and Second Life Mac hereby agrees to purchase the equipment listed below in accordance with the terms and conditions of this Agreement.

Product	Quantity	Buy Price	Total Price
iPad mini 2nd Gen (16GB)	151	\$0.00	\$0.00
iPad mini 3rd Gen (16GB)	187	\$20.00	\$3,740.00
Mac Mini "Core i5" 1.4 (2014) - MGEM2LL/A	4	\$25.00	\$100.00
MacBook Air "Core i5" 1.8 13" (2017) - MQD32LL/A	21	\$170.00	\$3,570.00
MacBook Pro "Core i5" 2.3 13" (2017) - MPXQ2LL/A	3	\$175.00	\$525.00

Maximum Value \$7,935.00

**Total Value of  
Deductions Waived \$5,592.00**

### Guarantee

All units quoted with Grade A prices. Grade B = 85%. Grade C = 70%. Grade D = 50%. Grade F = 5%.

This quote is guaranteed until 4/17/23 when signed on or before 4/3/23.

All products must be received on or before 4/17/23.

### Pick-Up and Shipping

Second Life Mac provides all shipping supplies and delivery expenses at no additional cost.

### Deductions

Any products received after 4/17/23, a 10% deduction will apply and continue to apply every 30 days thereafter.

All products must be unlocked upon receipt or payment will be delayed.



# SecondLifeMac

## Buyback Quote

Number: 00006168

Date: 3/20/23

Signature due by: 4/3/23

Receive products by: 4/17/23

Any products locked 30 days after receipt, a 10% deduction will apply.  
Any remaining locked units after 60 days will have a 100% deduction and be recycled responsibly.

WAIVED - Case and asset tag removal - \$5 / product

Factory engraving removal - \$10 / product

WAIVED - iPhone / iPad charging cable replacement - \$4 / product

WAIVED - iPhone / iPad OEM power adapter replacement - \$5 / product

WAIVED - Mac laptop OEM power adapter replacement - \$30 / product

### Terms

**Price for Macbook Airs is dependant on a 1:1 match with chargers that are working and are in good condition**

Except as otherwise herein provided, Second Life Mac makes no representations or warranties of any kind, and Customer hereby waives any right to any other express or implied representations or warranties of any kind relating to the transactions contemplated by this Agreement.

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and shall modify and supersede any prior agreement or discussion relating to such subject matter. This Agreement and the parties' rights and obligations hereunder may not be assigned without the prior written consent of the other party hereto. This Agreement may not be amended or supplemented other than by means of a written instrument duly executed and delivered by each of the parties hereto. This Agreement may be executed in multiple counterparts. Facsimile or .pdf copies of the signature page hereof shall be deemed originals and shall be binding for all purposes.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois. All claims or proceedings arising out of or related to this Agreement shall be litigated in courts located within Chicago, Illinois, and both parties hereby consent and submit to the jurisdiction of any local, state or federal court located in Chicago, Illinois. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

In the event of any suit or other proceeding between the parties related to this Agreement or any rights or obligations hereunder, the substantially non-prevailing party shall pay the substantially prevailing party's reasonable legal fees and expenses, in addition to such other damages as may be awarded.

By signing below, you have reviewed and accepted the above quote submitted by Second Life Mac for the purchase of the listed equipment and acknowledge that they will form part of and be incorporated into this agreement through its completion. Ownership of devices transfers to Second Life Mac once devices shipped or are picked up by Second Life Mac personnel.

Royalton Public Schools

My Fav Electronics, Inc. d/b/a Second Life Mac

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

43 Date: \_\_\_\_\_

# SecondLifeMac

## Our Grading Scale.

iPads and iPhones	
A	Like New condition. No blemishes.
B	Light signs of wear including 1 or 2 minor blemishes on exterior of device. LCD has no white spots.
C	Normal signs of wear, including usual scratches on back of device and around all ports. Corners may have light dents and screen may have light scratches (no deep scratches). LCD will not have any noticeable white spots.
D	Heavy signs of wear including heavy scratching on the exterior of the device, dings on up to 4 corners, and deep scratches on the screen.
F	Includes any non-Apple OEM installed parts, functional defects, and/or extreme cosmetic damage, such as slightly lifted screens. Defective components include, but not limited to: Screen, LCD, digitizer, buttons, speaker, microphone, headphone jack, battery, Wi-Fi, cameras, and charging port.

Mac Laptops and Desktops	
A	Like New condition. No blemishes.
B	Light signs of wear including 1 or 2 minor blemishes on exterior of device. Screen is free of pressure marks. LCD has no white spots.
C	Normal signs of wear on exterior of device and around ports. Corners may have light dings and screen may have scratching (no deep scratches). LCD will not have noticeable white spots, may have light pressure marks on screen.
D	Heavy signs of wear including excessively bent corners, scratches/dents on the exterior and possible deep scratches/pressure marks on the screen. LCD may have white spots/dead pixels.
F	Includes any non-Apple OEM installed parts, functional defects, and/or extreme cosmetic damage, such as unstable or damaged hinges. Defective components include, but not limited to: Screen, LCD, headphone jack, ports, trackpad, battery, logic board, hard drive, camera, speakers, keyboard, missing keys, Wi-Fi.



# Our Procurement Process



## Pickup

- On-site pickup is conducted by our badged and background-checked employees who come on-site to inventory, pack and ship your devices. These experienced asset recovery specialists work independently and do not require your staff oversight.
- During the COVID-19 pandemic, all CDC recommended safety precautions are taken, including the use of PPE and social distancing. Employees are tested frequently for COVID-19, and are not allowed to travel if they feel unwell. After your devices are packed and shipped, our employees sanitize all work surfaces.
- To protect devices while in transport, Second Life Mac uses custom packaging and shipping services that are insured and secure.
- Devices are inventoried and each device is labeled with a unique identifier, which provides transparency and tracking through the entire process. An inventory count is provided to the district at the time of pick up.

## Mail-in

- For smaller fleets, we will send specialized packing materials and labels.
- Once devices are packaged and ready for pick-up, our Pick-Up Coordinator will assist with arranging a FedEx on-site pick-up that works the best for your schedule.

## Reconciliation & Payment

- Second Life Mac creates a detailed reconciliation report that lists devices by model and grade.
- Your Audit Manager will send a detailed audit report, and address any questions.
- Finally, a payment is sent promptly.

## Data Erasure

- Devices arrive at the Second Life Mac secure warehouse, where they are tested to ensure that they are unlocked and removed from MDM/ASM/DEP services.
- Customers are notified when the devices have arrived and are given a list of any devices with lock issues.
- The confidentiality and security of data is of extreme importance. Second Life Mac immediately erases and removes all customer information from devices. We meet National Institute for Standards and Technology (NIST) standards for data erasure, and no customer information is ever shared with a third party.
- Any hard drive that cannot be erased is destroyed. Data erasure certificates are available at any time.

## Audit

- Our audit team functionally tests the devices, including screens, internal components, keyboards, cameras, and external ports and jacks.
- Then, all devices are cosmetically cleaned and identifiers such as asset tags, stickers, markings, and engravings are removed.
- Finally, devices are inspected cosmetically to look for chips in screens, dents or scratches in the device housing, and missing buttons.
- Devices are graded based on the function and cosmetic inspections (see grading).
- Please have all devices removed from ADM/DEP/ACT/EFI lock.



# From Pick-Up to Payout

## Step 1: Unlock Your Devices

To start the process, *all* devices must be removed from *all* of the following:

- Apple Device Enrollment Programs (DEP)
- Mobile Device Management (MDM)
- Activation Lock
- Firmware Passwords
- iCloud Accounts

## Step 2: Confirm You're Ready For Shipping Materials

The hardest part is done! Now, let's get to shipping. Simply email your DP/AE and our Pick-Up Coordinator, Dominick De Luca to confirm that your devices are unlocked and that you're ready to receive packaging supplies and shipping form(s). Dominick will send these to the predetermined location(s) that you and your DP have outlined.

**Are you sure your devices are unlocked?**

## Step 3: Pack Your Unlocked Devices

Using the secure packaging provided by SLM, complete the self-packing process. When all of your unlocked devices are packed and ready for FedEx pick-up, simply email your DP/AE and Dominick the following:

- The completed shipping form
- An accurate device count

## Step 4: FedEx Pick-Up

FedEx will collect your devices and deliver them safely to our Second Life Mac headquarters and secure warehouse in Skokie, Illinois.

## Step 5: Receive A Delivery Confirmation From SLM

Johnny Barber, our Procurement Operations Manager, will send you an email confirmation once the warehouse has received your shipment. Johnny will also confirm that all devices have been unlocked for a seamless audit process.

## Step 6: Receive our Audit & Payout

Your DP/AE will reach out to review your completed audit once it is finished. Your payout will follow 1-2 weeks after the audit process.



## Your SLM Team

### Dominick De Luca

Pick-Up Coordinator  
(847) 410-5508 x 412  
dominick@secondlifemac.com

### Johnny Barber

Procurement Operations Manager  
johnnyb@secondlifemac.com



# SecondLifeMac

## Our References.

Leah Sparks - Executive Director of Technology  
Kanawha County Schools (WV)  
200 Elizabeth Street  
Charleston, WV 25311  
lsparks@mail.kana.k12.wv.us  
304-348-6116  
**25,000 students, 19,976 devices**

Russ Vander Mey - Director of Technology  
Barrington School District 220 (IL)  
515 W Main Street  
Barrington, IL 60010  
rvandermey@barrington220.org  
847-842-3563  
**9,000 students, 6927 devices**

Mike Dronen - Executive Director of Technology  
Minnetonka Public Schools (MN)  
5621 County Road 101  
Minnetonka, MN 55345  
mike.dronen@minnetonkaschools.org  
952-401-5078  
**10,700 students, 5,810 devices**

Greg Boettger - Director of Technology  
Bellevue Public School District 1 (NE)  
2600 Arboretum Drive  
Bellevue, NE 68005  
greg.boettger@bpsne.net  
402-699-6503

Dawud Davis - Director of Technology  
Oxnard School District (CA)  
1051 South A Street  
Oxnard, CA 93030  
ddavis@oxnardsd.org  
805-385-1501 x 2100

Steve Sawyer - Technology Director  
Catoosa County School District (GA)  
PO Box 130  
Ringgold, GA 30736  
ssawyer@catoosa.k12.ga.us  
706-861-5778

Cash Keith - Director of Technology  
Uvalde Consolidated Independent School District (TX)  
PO Box 1909  
Uvalde, TX 78802  
ckeith1013@uvaldecisd.net  
830-278-6655

Tim Scholefield - Chief Technology Officer  
Norwalk La Mirada Unified School District (CA)  
12820 Pioneer Boulevard  
Norwalk, CA 90650  
tscholefield@nlmusd.k12.ca.us  
562-868-0431

Dallas Dixon - Director of Technology  
Washington County School District (UT)  
121 W Tabernacle Street  
Saint George, UT 84770  
dallas.dixon@washk12.org  
435-673-3553

Michelle Bourgeois - Chief Technology Officer  
St. Vrain Valley Schools (CO)  
395 S Pratt Parkway  
Longmont, CO 80501  
bourgeois\_michelle@svvvsd.org  
303-776-6200

Peter Robinson - Information Systems Director  
Auburn School Department (ME)  
60 Court Street  
Auburn, ME 04210  
probinson@auburnschl.edu  
207-784-6431 Ext. 1020

Joe Leacu - Director of Technology  
Mendon-Upton Regional Schools (MA)  
150 North Avenue  
Mendon, MA 01756  
jleacu@mursd.org  
508-634-1585



# SecondLifeMac

## Case Study: Auburn, ME



### Background

The city of Auburn is the fifth largest city in Maine, and is situated in the state's second largest metropolitan area. With more than 3,600 students in 10 pre-k through 12 schools, the Auburn School Department is among the most technically advanced in the state. Participating in the Maine Learning Technology Initiative (MLTI), the department boasts a 1:1 technology environment for its middle and high school students.

In 2011, Auburn schools began offering 1:1 iPads to the current kindergarten class, and then funded 1:1 for each subsequent kindergarten class until the budget ran out in 2014. Students now share the devices.

Today, Auburn schools have approximately 2,700 devices, including 1,200 iPads used in grades K-6, and 1,500 MacBook Airls acquired through the state's 1:1 initiative for grades 7-12.

### Challenge

In order to provide technology devices to as many students as possible, the Auburn School Department found itself in a cycle of using devices until they stopped working. After the MLTI lease ended on a fleet of MacBooks, the technology department bought the devices and then would repair them until they couldn't be repaired anymore. At that point, the devices would be used for parts. A similar approach was used for iPads.

"Our history was that we would use devices until they were worthless, and then recycle them for pennies apiece. We needed a different model that would provide our students reliable and updated technology so they had the best learning environment," said Peter Robinson, technology director of Auburn School Department.

Robinson and his team adopted an approach where devices would be leased and refreshed every three to four years, ensuring that students had current devices and software, while also reducing the number of repairs needed.

At the end of the lease, the Apple devices still had

considerable value so they contracted with a device buyback company that didn't deliver on the agreed upon price and handled their devices roughly.

### Solution

When it was time for the next refresh, Robinson solicited information and quotes from five different buyback companies. One company—SecondLifeMac—sent a buyback expert out to do a pre-assessment of the schools' devices, and then based the quote on the information gathered during that visit.

"The quote wasn't the highest and it wasn't the lowest, and that wasn't a bad thing," said Robinson. "We felt the high quote was unrealistic and the low quote was really low. We were impressed that SecondLifeMac was trying to do the right thing and guaranteed the price they quoted."

To conduct the refresh, SecondLifeMac sent Auburn School Department all the packing materials needed, along with shipping labels. Robinson's team simply removed the "Find my iPad" information and activation lock from each device, slipped them into the protective packaging and sealed the boxes. SecondLifeMac arranged for pick up of the devices.

### Outcome

SecondLifeMac purchased 1,800 iPads, and the Auburn School Department was so pleased with the service that they did a second trade-in with a number of MacBooks. The buyback took just a few weeks from start to finish, and the department had the funds in time to buy down the lease on a new fleet of 1,200 6th generation iPads.

Going forward, the Auburn School Department will still need to get proposals from multiple buyback companies when it's time to refresh again. However, Robinson said he would have to be very impressed to switch from SecondLifeMac.

"SecondLifeMac's customer service was terrific, and they paid what they promised to pay," said Robinson. "There were no surprises and no glitches."



# SecondLifeMac

## Our Team.



[Scott Pauga](#) | CEO and Founder

Scott founded SecondLifeMac as a solution for schools and businesses to recoup the value in their pre-owned Apple devices. A serial entrepreneur, Scott also founded My Fav Electronics, an online retailer of new and gently used consumer electronics with more than 400,000 customers worldwide.



[Paula Currie](#) | Vice President of Procurement

Paula is a 10-year veteran of Apple Inc., where she was a trusted expert on digital learning and 1:1 technology. Her goal is to ensure that all clients in Enterprise and Education achieve sustainable technology budgets and get the highest return on their pre-owned Apple devices



[Wayne Deer](#) | Vice President of Operations

Wayne has over 28 years of experience in operations & supply chain leadership. He has processed over 10 million mobile and computing devices during his career as the Vice President of Operations at Gazelle and ran global operations at Belmont Trading Company.



[Megan Finnegan-Ratliff](#) | Director of Procurement

Megan has nearly 20 years of experience, including 12 years with Apple Inc, working with K-12 schools to ensure students have the best learning environment. She works directly with K-12 schools to get them the highest return on investment for their pre-owned Apple devices. She currently lives in Columbus, OH.

[Jenna Gustafson](#) | Account Executive

[Jack Gregson](#) | Account Executive



[Craig Melissare](#) | Director of Procurement

Craig was an Account Executive with Apple Inc. for 5 years prior to joining SecondLifeMac. At Apple, Craig was successful in partnering with schools on several 1:1 iPad and Mac initiatives. He was recognized at Apple for his ability to collaborate cross-functionally to meet the needs of schools.

[Dan Beuder](#) | Account Executive



# SecondLifeMac

## Our Team.



### [Matt Hannegan](#) | Director of Procurement

Matt is a seasoned Enterprise and Education technology sales executive. Matt Spent 10 years at Apple Inc., where he was responsible for \$190M in Apple sales. At Apple, he grew and managed an \$18M annual territory, with a focus on 1:1 mobile learning. Matt also held senior sales positions for several enterprise companies.

[Kyle Harden](#) | Account Executive



### [Colleen Cline](#) | Director of Procurement

Colleen has over 25 years of experience in the Education Technology space. She has worked for Apple, HP and most recently joined us from Dell.

Colleen shares a passion for helping districts maximize their Total Cost of Ownership for Apple devices while creating a sustainability model necessary when funding gets tight.

[Eric Lawell](#) | Account Executive



# SecondLifeMac

## Our Data Erasure Policy and Procedure.

SecondLifeMac understands that data security is of utmost importance to all of our customers. The successful removal of all user data requires the highest standards in software and processes. To ensure that sensitive customer information is not exposed during or after our audit process, we have partnered with [Blancco Technology Group](#), a leading global provider of mobile device diagnostics and data erasure. Compliant with all state, federal and international data privacy regulations and guidelines, including DoD 5220.22 M, NIST 800-88 and NISD, our state of the art erasure software meets the most accurate erasure standards.

Data Sanitization is the process of deliberately, permanently and irreversibly removing or destroying the data stored on a memory device to make it unrecoverable. By overwriting the data on the storage device, the data is rendered unrecoverable. There are three methods to achieve Data Sanitization: Physical Destruction, Cryptographic Erasure and Data Erasure. Data Erasure, or the software overwrite of data, is the method primarily used by SecondLifeMac.

All equipment received by SecondLifeMac is handled by authorized personnel and stored in a secure, monitored and locked facility. The facility is monitored by security cameras and a Brinks alarm system. A SecondLifeMac employee destroys data on all hard drives received according to the following procedures:

- 1x data overwrite: BMDE software (Blancco Mobile Device Erasure) was used on mobile electronic devices to overwrite all addressable storage and indexing locations on the drive one time with zeros (0x00) and then verified.
- NIST 800-88 Purge: BDE Software (Blancco Device Erasure) was used on hard drives to overwrite all addressable storage and indexing locations including Host Protected Areas (HPA's) and random characters, and then verified.

Once all data is removed from the devices, the Data Erasure software produces a tamper-proof certificate containing information that the erasure has been successful and written to all sectors of the device, along with data about the device and standard used. We have designed our audit process in this manner to ensure that no device ever leaves our facility with client information remaining on the device.

In the event of extreme cosmetic damage and physical destruction of the device and/or hard drive being required, we partner with local Chicago-based recycling service, Belmont Trading Company, an R2 Standard, e-Stewards, OHSAS 18001 Health and Safety, ISO14001 and ISO 9001 Quality Certified company. In addition to these certifications, Belmont Trading Company works in compliance with Sarbanes-Oxley, Gramm-Leach- Bliley (GLB) and Health Insurance Portability and Accountability Act (HIPAA) requirements.

Upon completion of the audit process, SecondLifeMac can provide a certificate of data erasure acknowledging the removal of all user data from received devices. Any specific requests not outlined above can be accommodated.





# Certificate of Registration

**Certificate Number:**  
C0522433-R22

This certifies

**Certificate Issue Date:**  
26-Jul-2021

## **Belmont Trading Company**

**Registration Date:**  
21-Jul-2021

900 Corporate Grove Drive  
Buffalo Grove, Illinois, 60089, United States

**\*Expiration Date:**  
30-Jun-2023

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

## **Responsible Recycling® (R2):2013**

*as applied by the R2 code of practices*

*The organization has been audited by a certification body that is in conformance with ISO/IEC 17021 requirements and applicable ANAB requirements*

### **Scope of Registration:**

Reuse of mobile devices and recovery of telecommunication equipment.

Authorized by:

Jennifer Morecraft  
Senior Managing Director  
NSF-ISR

Issued by:

**NSF International Strategic Registrations (NSF-ISR)**  
789 N. Dixboro Road, Ann Arbor, MI 48105 USA

Authorized Registration and/or Accreditation Marks. This certificate is property of NSF-ISR and must be returned upon request.

\*Company is audited for conformance at regular intervals. To verify registrations call (888) NSF-9000 or visit our web site at [www.nsf-isr.org](http://www.nsf-isr.org)



**QUOTE NO:** D20244  
**DATE:** 3/20/2023

### Organization Information

Royalton Public School

120 S. Hawthorn St.  
 Royalton, MN 56373  
 United States

David Lemm

dlemm@isd485.org

(320) 584 - 4260

### Total Rep

Brendan Wittry

bwittry@totaltechnology.com

Quantity	Description	Unit Rate	Total
21	MQD32LLA-A-I518-8-S128 2013 Apple MacBook Air 13.3" Core i5 1.8GHz 8GB RAM 128GB SSD MQD32LL/A	\$190.00	\$3,990.00
3	MPXQ2LLA-A-I523-8-S128 2017 Apple MacBook Pro 13.3" Core i5 2.3GHz 8GB RAM 128GB SSD MPXU2LL/A	\$300.00	\$900.00
4	MGEM2LLA-A-I514-16-H500 Apple Mac mini Desktop Intel Core i5 1.40GHz 16GB RAM 500GB MGEM2LL/A	\$30.00	\$120.00
151	ME276LLA-A-16GB 2013 Apple iPad Mini 2 7.9" Display 16GB Storage WiFi Only ME276LL/A - Space Gray	\$19.00	\$2,869.00
187	MGNV2LLA-A-16GB 2014 Apple iPad Mini 3 7.9" Display 16GB Storage WiFi Only MGNV2LL/A - Silver	\$40.00	\$7,480.00

**Est. Total \$15,359.00**

### Offer Description

Valid Through: 4/21/2023

Type: Sort & Settle

### Deductions Schedule

Quote is for Grade A Material.

- All items must include original accessories such as AC adapter, keyboard, mice, power cords, etc.
- Deductions may be applied for missing or damaged accessories, defective items, and cosmetic flaws.
- Apple Deductions: A Grade-0%, B Grade-15%, C Grade-30%, D Grade-60%, F Grade-95%.

This service agreement with Total Technology is effective upon Royalton Public School's, hereafter referred to as the "Seller", acceptance of the terms and conditions specified below and acts as a legally binding agreement between Total Technology and the Seller. To accept the terms of this service agreement, sign and date this agreement and email a copy to your account executive.

## Terms and Conditions

- Total Technology in partnership with the Seller shall provide a buyback for IT assets listed on page one of this agreement.
- D20244 is valid through 4/21/2023 with an expected device release date of .
- The quoted value is based on the product being in grade-A condition, meaning fully functional and free of cosmetic flaws.
- The deduction schedule is as described on page one of the quote.
- The Total Technology Grading Scale will be provided to the Seller on request.
- Additional deductions will be assessed as described below for missing accessories, engravings, and locked devices unless otherwise agreed to on page one of the quote.
- If noted on page one of the quote, Total Technology will provide prepaid shipping labels and customized packaging equipment to ensure secure shipping at no cost to the seller.
- If noted on page one of the quote, Total Technology will provide white glove pick-up service where Total Technology arrives on-site to remove devices, provides all necessary materials to package and palletize on-site, and coordinates logistics back to Total Technology at no cost to the seller.
- Total Technology reserves the right to return revenue for buyback products based on the value determined exclusively by the audit report performed by Total Technology.
- Total Technology will provide a progress report at any time during the audit process at the seller's request.
- Total Technology will provide a detailed line-item audit report with serial numbers, grade per device, and descriptions of any cosmetic deductions that were made during final grading.
- A Total Technology representative will review the audit report with the seller's contact prior to mailing the audit report and reconciliation check.
- Misrepresentation of devices by the Seller can result in deductions from the original buyback quote and will be depicted in the audit report and reconciliation.
- The product must be received at the Total Technology facility within 30 days of signing this agreement unless otherwise agreed upon by Total Technology and the Seller. Delays outside of Total Technology's control will result in a 2% deduction in Grade-A pricing for every 30 days effective immediately after the 30-day mark.
- Any device received in addition to the quoted devices will be applied a fair-market-value grade determined by current market value.

## Guaranteed Minimum Terms and Conditions

If Total Technology agreed to a minimum guarantee on page one of the quote:

- If the audit results in a higher value than the guaranteed minimum, Total Technology will pay the higher value.
- Minimum guarantees are based on the entire device fleet containing no more than 5% of devices deemed "F Grade". Any F Grade devices in excess of 5% will not be counted towards the minimum guarantee and instead be paid out at 5% of A-Grade value.
- Guaranteed minimums for devices are based on devices being removed from locked status prior to the scheduled audit start date. If devices are still locked at the time audit start date, the guarantee will be subject to change.
- Guaranteed minimums are based solely on devices. Missing accessory deductions will be applied after the settlement percentage has been calculated.

## Non-OEM/Defective Accessory Deduction

The following deductions will be applied for faulty accessories unless otherwise agreed upon by the seller and Total Technology and notated on quote. Faulty accessories consist of yellow and frayed cords unusable for resale and cosmetically damaged AC adapters beyond economic repair.

- iPad/iPhone AC Adapter - \$6
- Laptop Power Adapter - \$10-\$25 depending on model
- Apple Laptop Battery - \$30-\$50 depending on model
- iMac power cord - \$10
- iMac Keyboard - \$25 (wireless) / \$15 (wired)
- Apple MacBook Power Adapter - \$30
- Non-Apple Laptop Battery - \$40
- iMac Mouse - \$25 (wireless) / \$15 (wired)

## Deduction for engraving removal

- Apple Engraving - \$5
- 3rd Party Etching - \$20

## Locked Devices

Locked devices cause delays in the audit and payment timeline. Ensuring devices have been released before the start of the audit expedites the process.

- The seller will be granted a 1% increase to the final reconciliation percentage if there are no locked issues and applicable passwords are provided.
- If the seller needs a pre-audit serial number list to release devices from their MDM, a \$5 per device service fee will apply.
- Seller is given a 15-day grace period from the time the serial number list is provided to release devices. If devices remain locked during the audit, our team will be forced to set them aside and re-audit devices.
- Any device not released within the allotted grace period will be deemed an F grade or assessed with a new Grade-A value and reconciled separately.
- A \$10 audit fee per locked device will apply if devices remain locked after the grace period and audit start date.
- If the seller cannot release the device after 3 audit attempts, devices will be deemed F-Grades.
- All devices still locked 30 days after the grace period ends will be subject to a 10% decrease in the offer amount with an additional 10% deduction each subsequent month.

## CUSTOMER RESPONSIBILITIES

To optimize the overall customer experience, we require a few deliverables from our customers.

- Completion of device checklist form before scheduling pickup.
- Completion and review of Pick up from questionnaire before pick-up. This can be completed over the phone with your account executive.
- Devices must be removed from Google Enterprise Enrollment, MDM, ASM, and Apple ID Activation Locks. Failure to do so will result in additional deductions. See Locked Devices above.

## DATA SECURITY

Total Technology will remove all proprietary data from products purchased through this agreement before resale. Removal of proprietary data includes erasing hard drives, removing asset tags, and any engravings that represent the organization from which the product was purchased. The data security provided is compliant with NIST 800-88 standards.

## PAYMENT

Payments are mailed no later than 30 days after the conclusion of the audit. Checks will be addressed and sent to the person, company, or institution listed as the legal owner of the product specified by the seller. Please confirm your acceptance of this quote by signing this document and emailing this form to your account executive at [bwittry@totaltechnology.com](mailto:bwittry@totaltechnology.com).

I am authorized to sign and wish to enter into this agreement on behalf of Royalton Public School.

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<b>Print Name</b>	<b>Title</b>	<b>Signature</b>	<b>Date</b>
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## 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;

Sunrise Ag has generously donated \$306 to the Royalton FFA.

Royalton American Legion has generously donated \$2670 to the Royalton High School National Honor Society.

The Royalton Wrestling Club has given the Royals Wrestling program a donation of \$2000. The donation will be used towards program needs or materials, bus upgrades, awards or banners.

Royalton Fireman's Gambling Fund has generously donated \$4000 to the 7th Grade Deep Portage Field Trip.

Rice Area Sportsmen has generously donated \$2075 towards the 7th Grade Deep Portage Field Trip.

A grant has been given on behalf of the William and Ethel Nelson Zimmerman Memorial Scholarship Fund, a partner fund of Initiative Foundation for \$1700. This is to provide two \$850 scholarship awards to eligible students (one male, one female) from Royalton High School pursuing careers in agriculture or a related field.

WHEREAS the conditions on these gifts are included in the packet.

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

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 27th day of March, 2023.

\_\_\_\_\_ Board Chair, Rian Hofstad

\_\_\_\_\_ Board Clerk, Angela Roering

## **506 STUDENT DISCIPLINE**

### **I. PURPOSE**

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

### **II. GENERAL STATEMENT OF POLICY**

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

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

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

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

In view of the foregoing and in accordance with Minn. Stat. § 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all

students of the school district.

### III. AREAS OF RESPONSIBILITY

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.
- C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another.

- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.
- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

#### **IV. STUDENT RIGHTS**

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

#### **V. STUDENT RESPONSIBILITIES**

All students have the responsibility:

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

district policy;

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

## **VI. CODE OF STUDENT CONDUCT**

A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
2. The use of profanity or obscene language, or the possession of obscene materials;
3. Gambling, including, but not limited to, playing a game of chance for stakes;
4. Violation of the school district's Hazing Prohibition Policy #526;
5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;

6. Violation of the school district's Student Attendance Policy #503;
7. Opposition to authority using physical force or violence;
8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices;
9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances, or look-alike substances, except as prescribed by a physician, including one student sharing prescription medication with another student;
11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
13. Violation of the school district's Weapons Policy #501;
14. Violation of the school district's Violence Prevention Policy #525;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;

19. Violation of any local, state, or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
21. Violation of the school district's Internet Acceptable Use and Safety Policy #524;
22. Possession of nuisance devices or objects which cause distractions and may facilitate cheating;
23. Violation of school bus or transportation rules;
24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy #502;
27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy #527;
28. Possession or distribution of slanderous, libelous, or pornographic materials;
29. Violation of the school district' Bullying Prohibition Policy #514;
30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;
31. Criminal activity;
32. Falsification of any records, documents, notes, or signatures;

33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;
35. Impertinent or disrespectful language toward teachers or other school district personnel;
36. Violation of the school district's Harassment and Violence Policy #525;
37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
40. Verbal assaults or verbally abusive behavior including, but not limited to, use of language that is discriminatory, abusive, obscene, threatening, intimidating, or that degrades other people;
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;
43. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
44. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or

operations of the school district or the safety or welfare of students or employees.

## **VII. DISCIPLINARY ACTION OPTIONS**

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

- A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;
- D. Parent conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;

- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Saturday school;
- S. Expulsion under the Pupil Fair Dismissal Act;
- T. Exclusion under the Pupil Fair Dismissal Act;
- U. Other disciplinary action as deemed appropriate by the school district.

#### **VIII. REMOVAL OF STUDENTS FROM CLASS**

- A. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

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

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

requires removal of the student from class.

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

- B. If a student is removed from class more than five (5) times in a school year, the school district shall notify the parent or guardian of the student's fifth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

C. **Procedures for Removal of a Student From a Class.**

If any student is removed from class, that student shall be sent to the principal or designee for determination of appropriate consequences as per policy.

When a teacher decides to remove a student from a class for a class activity or class period, the teacher shall:

1. Direct the student to go directly to the main office.
2. Contact the main office by telephone or intercom system in order to alert office staff and the Principal. The name of the student and a brief description of why the student is being sent to the office will be given to the main office staff.
3. If necessary, the teacher can call the main office and ask for assistance in the removal of a student, or ask that an adult escort the student to the main office.
4. Upon arrival at the main office the student will be seated in the main office.
5. The student will meet with the Principal or designee for determination of appropriate consequences as per school/district policy.
6. At the high school the teacher who removes a student from class will complete a student discipline referral and forward it to the principal for review. The report must be completed within 1 school day of the removal from class. At the elementary school the teacher may be asked by the elementary principal for a written or an oral report. The parent/guardian will be contacted at this time by the principal or referring teacher.
7. The referring teacher may be asked by the principal to contact the parent of the student removed from class.

D. **Responsibility for and Custody of a Student Removed From Class.**

1. Any student removed from class shall report to the office immediately.
2. The teacher removing the student from class will, before sending the student to the office, notify the office by telephone that the student is coming to the office.
3. An adult escort may be required to bring the student to the office.
4. Temporary custody will be determined by the principal or designee.
5. After evaluation of the reasons for being removed from class, the principal may:
  - a. Place the student in an in-school suspension room.
  - b. Designate another adult in the building to supervise the student.
  - c. Contact the student's parent.
6. If possible the student removed from class will bring class work to the office with him/her on which s/he can work

**E. Procedures for Return of a Student to a Class From Which the Student Was Removed.**

1. When a student returns to class after removal for part of one class session:
  - a. The student will have a pass from the principal or his/her designee.
  - b. The teacher will be notified that the student is returning to class.
2. When a student returns to class after being removed from a class for more than one class session:
  - a. The student will meet with the principal or his/her designee prior to returning to class for readmission to that class.
  - b. A parent may be required to attend the readmission meeting.
  - c. The teacher(s) to whom the student will return may be required to participate in the readmission meeting.
  - d. A readmission plan may be developed and required for readmission to the class.

**F. Procedures for Notification.**

1. If determined necessary by the principal or designee the teacher and the parent will receive oral or written notification of the consequence.
2. The student and parent/guardian will be notified of rule violation(s) and consequences orally, by telephone or in writing.
3. The principal or designee may require that a teacher notify the parent either orally or in written communication of the consequence.

**G. Disabled Students; Special Provisions.**

1. If deemed necessary by the principal or his/her designee a manifest determination hearing may be held. At that hearing it may be determined that:
  - a. No further action occur.
  - b. Consequences or disciplinary action may or may not be taken.
  - c. Further assessment may be required.
2. The principal and/or his/her designee will consult with the case manager of a disabled student removed from class to determine if there is a need to review the student's individual education plan (IEP) for adequacy.
3. The IEP team will be the team that determines if any referral for other services is necessary.
4. Teachers may refer students for evaluation for special education services by using the Royalton Schools Child Study Referral Form. Parents may request that their child be evaluated for special education services by using the Royalton Schools Child Study Referral Form or in writing.

**H. Procedures for Detecting and Addressing Chemical Abuse Problems of Students. While on School Premises.**

Pre-Assessment Team

1. A pre-assessment team consisting of the high school principal, chemical health counselor (if available), guidance counselor, school social worker, school nurse and one teacher has been established. The pre-assessment team shall be responsible for addressing reports of chemical abuse among students. The team will assess, gather information and make recommendations for appropriate response to the individual.
2. In the event that a school district employee knows that a student is abusing, possessing, transferring, distributing or selling chemicals in a school location:
  - a. The employee shall immediately either take the student to an administrator or notify an appropriate administrator of the observation and continue to observe the student until the administrator arrives.
  - b. The administrator will notify the student's parents. If there is a medical emergency, the administrator will notify the school nurse and/or outside medical personnel as appropriate.
  - c. The administrator will notify law enforcement officials, the student's counselor, and the chemical pre-assessment team.
  - d. The administrator and/or law enforcement officials will confiscate the chemicals and/or conduct a search of the student's person, effects, locker, vehicle, or areas within the student's control. Searches by school district officials shall be in accordance with school board

policies regarding search and seizure.

- e. The school district will take appropriate disciplinary action in compliance with the student discipline code. Such discipline may include immediate suspension, initiation of expulsion proceedings, and/or referral to a detoxification center or medical center.

**I. Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct.**

1. All violations of the student code of conduct as found in the District Student Discipline Policy will be forwarded to the building principal;
  - a. In writing using a discipline referral form.
  - b. Reported in electronic format using email or the student data management program.
  - c. Verbally in person or by telephone.

**J. Any Procedures Determined Appropriate for Encouraging Early Involvement of Parents or Guardians in Attempts to Improve a Student's Behavior.**

1. Parents/guardians may be contacted to request assistance in the improvement of their child's behavior. That contact may be made:
  - a. By the building principal or his/her designee orally or in writing.
  - b. By the classroom teacher orally or in writing.
2. The school may request that parents/guardians attend conferences, IEP staffing, or general meetings to discuss the improvement of the student's behavior.

**K. Any Procedures Determined Appropriate for Encouraging Early Detection of Behavioral Problems.**

1. Teachers and support staff should report in writing using the Royalton Schools Child Study Referral Form any student who they think may benefit from early intervention for behavior problems.
2. After receipt of the form, the Child Study Team will make recommendations and/or referrals in reference to the student's behavior.
3. Parents may submit in writing or verbally to the principal, guidance counselor, social worker or the chemical health counselor (if available) any concerns or questions regarding the investigation and/or possible evaluation of a student in order to detect any possible behavioral problems.

**IX. DISMISSAL**

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

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

The school district shall not dismiss any student without attempting to provide alternative educational services before dismissal proceedings, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

- B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;
2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

C. Suspension Procedures

1. “Suspension” means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.
2. If a student’s total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student’s parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian’s expense. The purpose of this meeting is to attempt to determine the pupil’s need for assessment

or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

3. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.
4. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6<sup>th</sup>) consecutive day of suspension or the tenth (10<sup>th</sup>) cumulative day of suspension has elapsed.
5. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minn. Stat. § 123A.05 selected to allow the pupil to progress toward meeting graduation standards under Minn. Stat. § 120B.02, although in a different setting.

6. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
7. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:
  - a. strongly encourages a parent or guardian of the student to attend school with the student for one day;
  - b. assigns the student to attend school on Saturday as supervised by the principal or the principal's designee; and
  - c. petitions the juvenile court that the student is in need of services under Minn. Stat. Ch. 260C.
8. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)
9. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
10. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
11. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) days.

D. Expulsion and Exclusion Procedures

1. “Expulsion” means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
2. “Exclusion” means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§121A.40-121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district’s intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56; describe alternative educational services accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student’s own choosing, including legal counsel at the hearing; (2) examine the student’s records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district shall advise the student’s parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE).
6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense,

and a party may obtain a transcript at its own expense.

9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.
10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the

opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.

18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minn. Stat. § 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

## **X. ADMISSION OR READMISSION PLAN**

A school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior, including completing a character education program consistent with Minn. Stat. § 120B.232, Subd. 1, and require parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

## **XI. NOTIFICATION OF POLICY VIOLATIONS**

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other

applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

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

## **XII. STUDENT DISCIPLINE RECORDS**

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

## **XIII. DISABLED STUDENTS**

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

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

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

## **XIV. OPEN ENROLLED STUDENTS**

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

#### **XV. DISTRIBUTION OF POLICY**

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

#### **XVI. REVIEW OF POLICY**

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

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 120B.02 (Educational Expectations for Minnesota Students)  
Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.26 (School Preassessment Teams)  
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)  
Minn. Stat. § 121A.582 (Reasonable Force)  
Minn. Stat. §§ 121A.60-121A.61 (Removal From Class)  
Minn. Stat. § 122A.42 (General Control of Schools)  
Minn. Stat. § 123A.05 (Area Learning Center Organization)  
Minn. Stat. § 124D.03 (Enrollment Options Program)  
Minn. Stat. § 124D.08 (Enrollment in Nonresident District)  
Minn. Stat. Ch.125A (Students With Disabilities)  
Minn. Stat. Ch. 260A (Truancy)  
Minn. Stat. Ch. 260C (Juvenile Court Act)  
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education

Improvement Act of 2004)  
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)  
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

***Cross References:*** MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)  
MSBA/MASA Model Policy 501 (School Weapons)  
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)  
MSBA/MASA Model Policy 503 (Student Attendance)  
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)  
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
MSBA/MASA Model Policy 525 (Violence Prevention)  
MSBA/MASA Model Policy 526 (Hazing Prohibition)  
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)  
MSBA/MASA Model Policy 610 (Field Trips)  
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 506

Orig. 1995

Revised: \_\_\_\_\_

Rev. ~~2019~~ 2022

## 506 STUDENT DISCIPLINE

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

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

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

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

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

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

In view of the foregoing and in accordance with ~~Minn. Stat. §Minnesota Statutes section~~ 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

### III. AREAS OF RESPONSIBILITY

A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.

- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.
- C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another.
- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.
- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

#### **IV. STUDENT RIGHTS**

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

#### **V. STUDENT RESPONSIBILITIES**

All students have the responsibility:

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

**VI. CODE OF STUDENT CONDUCT**

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other

students, or employees.

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
2. The use of profanity or obscene language, or the possession of obscene materials;
3. Gambling, including, but not limited to, playing a game of chance for stakes;
4. Violation of the school district's Hazing Prohibition Policy;
5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
6. Violation of the school district's Student Attendance Policy;
7. Opposition to authority using physical force or violence;
8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;
9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);
11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
13. Violation of the school district's Weapons Policy;
14. Violation of the school district's Violence Prevention Policy;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;

17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
19. Violation of any local, state, or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
21. Violation of the school district's Internet Acceptable Use and Safety Policy;
22. Possession of nuisance devices or objects which cause distractions and may facilitate cheating including, but not limited to, pagers, radios, and phones, including picture phones;
23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;
28. Possession or distribution of slanderous, libelous, or pornographic materials;
29. Violation of the school district' Bullying Prohibition Policy;
30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;
31. Criminal activity;
32. Falsification of any records, documents, notes, or signatures;
33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic

means;

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

## **VII. DISCIPLINARY ACTION OPTIONS**

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student

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

- A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;
- D. Parent conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Saturday school;
- S. Expulsion under the Pupil Fair Dismissal Act;
- T. Exclusion under the Pupil Fair Dismissal Act; and/or
- U. Other disciplinary action as deemed appropriate by the school district.

## VIII. REMOVAL OF STUDENTS FROM CLASS

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

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

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

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

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

- B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

***[Note: The following Sections C. - K. must be developed and inserted by each school district based upon individual district practices, procedures, and preferences.]***

### **C. Procedures for Removal of a Student From a Class.**

1. *Specify procedures to be followed by a teacher, administrator or other school district employee to remove a student from a class;*
2. *Specify required approvals necessary;*
3. *Specify paperwork and reporting procedures.*

### **D. Responsibility for and Custody of a Student Removed From Class.**

1. Designation of where student is to go when removed;
2. Designation of how student is to get to designated destination;
3. Whether student must be accompanied;
4. Statement of what student is to do when and while removed;
5. Designation of who has control over and responsibility for student after removal from class.

**E. Procedures for Return of a Student to a Class From Which the Student Was Removed.**

1. Specification of procedures;
2. Actions or approvals required such as notes, conferences, readmission plans.

**F. Procedures for Notification.**

1. Specify procedures for notifying students and parents/guardians of violations of the rules of conduct and resulting disciplinary action;
2. Actions or approvals required, such as notes, conferences, readmission plans.

**G. Disabled Students; Special Provisions.**

1. Procedures for consideration of whether there is a need for further assessment;
2. Procedures for consideration of whether there is a need for a review of the adequacy of the current Individualized Education Program (IEP) of a disabled student who is removed from class or disciplined; and
3. Any procedures determined appropriate for referring students in need of special education services to those services.

**H. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.**

1. Establishment of a chemical abuse preassessment team pursuant to ~~Minn. Stat.~~ [§ Minnesota Statutes section 121A.26](#);
2. Establishment of teacher reporting procedures to the chemical abuse preassessment team pursuant to ~~Minn. Stat.~~ [§Minnesota Statutes section 121A.29](#).

**I. Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct.**

**J. Any Procedures Determined Appropriate for Encouraging Early Involvement of Parents or Guardians in Attempts to Improve a Student's Behavior.**

**K. Any Procedures Determined Appropriate for Encouraging Early Detection of Behavioral Problems.**

## **IX. DISMISSAL**

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

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

The school district shall not dismiss any student without attempting to provide alternative educational services before dismissal proceedings, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

- B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;
2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

- C. Suspension Procedures

1. "Suspension" means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.
2. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.
3. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic

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

4. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6<sup>th</sup>) consecutive day of suspension or the tenth (10<sup>th</sup>) cumulative day of suspension has elapsed.
5. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under ~~Minn. Stat. §~~[Minnesota Statutes section 123A.05](#) selected to allow the student to progress toward meeting graduation standards under ~~Minnesota Statutes section~~[Minn. Stat. § 120B.02](#), although in a different setting.
6. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
7. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:
  - a. strongly encourage a parent or guardian of the student to attend school with the student for one day;
  - b. assign the student to attend school on Saturday as supervised by the

principal or the principal's designee; and

- c. petition the juvenile court that the student is in need of services under ~~Minn. Stat. Ch.~~[Minnesota Statutes chapter](#) 260C.
8. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, ~~Minn. Stat. §§~~[Minnesota Statutes sections](#) 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)
9. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
10. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
11. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) days.

D. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, ~~Minn. Stat. §§~~[Minnesota Statutes sections](#) 121A.40-121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, ~~Minn. Stat. §§~~[Minnesota Statutes sections](#) 121A.40-121A.56; describe alternative educational services accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to:

- (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE).
6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.
  7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.
  8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
  9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.
  10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
  11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
  12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
  13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
  14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
  15. The student cannot be compelled to testify in the dismissal proceedings.
  16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the

school board and served upon the parties within two (2) days after the close of the hearing.

17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to [Minnesota Statutes section Minn. Stat. § 121A.49](#). The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

#### **X. ADMISSION OR READMISSION PLAN**

A school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior, including completing a character education program consistent with [Minn. Stat. § Minnesota Statutes section 120B.232, subdivision Subd. 1](#), and require parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

#### **XI. NOTIFICATION OF POLICY VIOLATIONS**

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

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

## **XII. STUDENT DISCIPLINE RECORDS**

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

## **XIII. ~~DISABLED STUDENTS~~ WITH DISABILITIES**

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

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

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

## **XIV. OPEN ENROLLED STUDENTS**

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

## **XV. DISTRIBUTION OF POLICY**

The school district will notify students and parents of the existence and contents of this policy

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

## **XVI. REVIEW OF POLICY**

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

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)  
Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.26 (School Preassessment Teams)  
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)  
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)  
Minn. Stat. §§ 121A.60-~~(Definitions)~~  
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)  
Minn. Stat. § 122A.42 (General Control of Schools)  
Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization~~Area Learning Center Organization~~)  
Minn. Stat. § 124D.03 (Enrollment Options Program)  
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; ~~Exceptions Enrollment in Nonresident District~~)  
Minn. Stat. Ch. 125A (Special Education and Special Programs~~Students with Disabilities~~)  
Minn. Stat. § 152.22, Subd. 6 (Medical Cannabis; Definitions)  
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)  
Minn. Stat. Ch. 260A (Truancy)  
Minn. Stat. Ch. 260C (Juvenile Safety and Placement~~Court Act~~)  
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Improvement Act of 2004)  
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)  
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

**Cross References:** MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)  
MSBA/MASA Model Policy 501 (School Weapons)  
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)  
MSBA/MASA Model Policy 503 (Student Attendance)  
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)  
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
MSBA/MASA Model Policy 525 (Violence Prevention)  
MSBA/MASA Model Policy 526 (Hazing Prohibition)

MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles;  
Patrols, Inspections, and Searches)  
MSBA/MASA Model Policy 610 (Field Trips)  
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Adopted: July 21, 2014  
Revised: December 23, 2019

Royalton School District Policy 414  
Reviewed:

## 414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

### I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected child neglect or physical or sexual abuse.

### II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to fully comply with [Minnesota Statutes chapter 260E](#), requiring school personnel to report suspected child neglect or physical or sexual abuse.
- B. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

### III. DEFINITIONS

- A. "Accidental" means a sudden, not reasonably foreseeable, and unexpected occurrence or event ~~that:~~
  - 1. is not likely to occur and could not have been prevented by exercise of due care; and
  - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. "Child" means one under age 18 and, for purposes of [Minnesota Statutes chapter 260C \(Juvenile Safety and Placement\)](#) and [Minnesota Statutes chapter 260D \(Child in Voluntary Foster Care for Treatment\)](#), includes an individual under age 21 who is in foster care pursuant to [Minnesota Statutes chapter 260C.451 \(Foster Care Benefits Past Age 18\)](#).
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Maltreatment" means the neglect, abuse, or financial exploitation of a vulnerable adult, [Minnesota Statutes chapter 260E](#).
- E. "Mandated reporter" means any school personnel who knows or has reason to believe a child is being ~~maltreated~~, or has been ~~maltreated~~ within the preceding three years.
- F. "Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.
- G. "Neglect" means the commission or omission of any of the acts specified below, other than by accidental means:

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1. failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health care, medical, or other care required for the child's physical or mental health when reasonably able to do so;
2. failure to protect a child from conditions or actions that seriously endanger the child's physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors as the child's age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for the child's own basic needs or safety, or the basic needs or safety of another child in his or her care;
4. failure to ensure that a child is educated in accordance with state law, which does not include a parent's refusal to provide his or her child with sympathomimetic medications;
5. prenatal exposure to a controlled substance as defined in state law used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child's birth, medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance, or the presence of a fetal alcohol spectrum disorder;
6. medical neglect as defined by Minnesota Statutes section 260C.007, subdivision 6, clause (5);
7. chronic and severe use of alcohol or a controlled substance by a person responsible for the care of the child that adversely affects the child's basic needs and safety; or
8. emotional harm from a pattern of behavior that contributes to impaired emotional functioning of the child, which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

Neglect does not occur solely because the child's parent, guardian, or other person responsible for the child's care in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the child in lieu of medical care.

"Nonmaltreatment mistake" occurs when: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minnesota Rules part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minnesota Rules chapter

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**J.** "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employee or agent, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.

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**L.** "Physical abuse" means any physical injury, mental injury (under subdivision 13), or threatened injury (under subdivision 23), inflicted by a person responsible for the child's care on a child other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries, or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minnesota Statutes section 125A.0942 or 245.825.

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Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian that does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by Minnesota Statutes section 121A.582.

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Actions that are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions that result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances that were not prescribed for the child by a practitioner, in order to control or punish the child, or other substances that substantially affect the child's behavior, motor coordination, or judgment, or that result in sickness or internal injury, or that subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under Minnesota Statutes section 609.379, including, but not limited to, tying, caging, or chaining; or (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minnesota Statutes section 121A.58.

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**K.** "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes maltreatment of a child and contains sufficient content to identify the child and any person believed to be responsible for the maltreatment, if known.

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**L.** "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.

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**M.** "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minnesota Statutes section 609.341, Subd. 15), or by a person in a current or recent position of authority (as defined in Minnesota Statutes section 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such

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acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor ~~that~~ constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation ~~that~~ requires registration under [Minnesota Statutes section 243.166](#), Subd. 1b(a) or (b).

N. ~~“Threatened injury” means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child’s care who has (1) subjected the child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm; (2) been found to be palpably unfit; (3) committed an act that resulted in an involuntary termination of parental rights; (4) , or committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative.~~

**IV. REPORTING PROCEDURES**

- A. A mandated reporter shall immediately report the ~~information~~ to the local welfare agency, ~~agency responsible for assessing or investigating the report~~, police department, county sheriff, tribal social services ~~agency~~, or tribal police department. The reporter will include his or her name and address in the report.
- B. ~~An oral report shall be made immediately~~ by telephone or otherwise. ~~The oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing or investigating the report. Any report shall be of sufficient content to identify the child, any person believed to be responsible for the maltreatment of the child if the person is known, the nature and extent of the maltreatment, and the name and address of the reporter.~~
- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of ~~custodial or~~ parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of

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- Deleted: “Person responsible for the child’s care” means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching. ¶  
M. → “Threatened injury” means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child’s care who has subjected the child to, or failed to protect a child from, egregious harm, or a person whose par (... [1])
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employment.

G. An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report is made, because of the report.

H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, plus costs and reasonable attorney fees. Knowingly or recklessly making a false report also may result in discipline.

V. INVESTIGATION

A. The responsibility for assessing or investigating reports of suspected maltreatment rests with the appropriate state, county, or local agency or agencies. The agency responsible for assessing or investigating reports of maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged offender, and any other person with knowledge of the maltreatment for the purpose of gathering facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of the alleged offender or parent, legal guardian, or school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian, or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.

B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.

C. Except where the alleged offender is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable, and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.

D. Where the alleged offender is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.

E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes

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Deleted: [Note: The Minnesota Department of Education (MDE) is responsible for assessing or investigating allegations of child maltreatment in schools. Although a report may be made to any of the agencies listed in Section IV. A., above, and there is no requirement to file more than one report, if the initial report is not made to MDE, it would be helpful to MDE if schools also report to MDE.] ¶

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[chapter 13](#), and the Family Educational Rights and Privacy Act, 20 [United States Code section 1232g](#).

#### **VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE**

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.
- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

#### **VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE**

Under certain circumstances, alleged physical or sexual abuse may also be sexual harassment or violence under Minnesota law. If so, the duties relating to the reporting and investigation of such harassment or violence may be applicable.

#### **VIII. DISSEMINATION OF POLICY AND TRAINING**

- A. This policy shall appear in school personnel handbooks.
- B. The school district will develop a method of discussing this policy with school personnel.
- C. This policy shall be reviewed at least annually for compliance with state law.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 121A.58 (Corporal Punishment)  
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)  
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)  
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)  
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)  
Minn. Stat. § 260C.007, Subd. 6, Clause (5) (Child in Need of Protection)  
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)  
Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)  
[Minn. Stat. Ch. 260E \(Reporting of Maltreatment of Minors\)](#)  
Minn. Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)  
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)  
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)  
Minn. Stat. § 609.379 (Reasonable Force)  
[20 U.S.C. § 1232g \(Family Educational Rights and Privacy Act\)](#)

**Cross References:** MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)

**Deleted:** Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)¶  
Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure to Controlled Substances)¶

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Adopted: February 24, 2020  
Revised:

Royalton School District Policy 415  
Reviewed: January 24, 2022

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[Note: This policy reflects the mandatory law regarding reporting maltreatment of vulnerable adults and is not discretionary in nature.] ¶

## 415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

### I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected maltreatment of vulnerable adults.

### II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to comply fully with Minnesota Statutes section 626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.
- B. A violation of this policy occurs when any school personnel fails to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

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### III. DEFINITIONS

#### A. "Abuse" means:

1. An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in Minnesota Statutes sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in Minnesota Statutes section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in Minnesota Statutes section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in Minnesota Statutes sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction.
2. Conduct which is not an accident or therapeutic conduct as defined in Minnesota Statutes section 626.5572 which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under Minnesota Statutes section 245.825.
3. Any sexual contact or penetration as defined in Minn. Stat. § 609.341 between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility.

4. ~~The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another.~~

~~Abuse does not include actions specifically excluded by Minnesota Statutes section 626.5572, Subd. 2.~~

B. ~~"Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.~~

C. ~~"Common entry point" means the entity responsible for receiving reports of alleged or suspected maltreatment of a vulnerable adult and designated by the Commissioner of the Minnesota Department of Human Services as the MN Adult Abuse Reporting Center (MAARC).~~

D. ~~"Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.~~

E. ~~"Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.~~

F. ~~"Mandated reporter" means a professional or professional's delegate while engaged in education.~~

G. ~~"Maltreatment" means the neglect, abuse, or financial exploitation of a vulnerable adult.~~

H. ~~"Neglect" means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult's physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct.~~

I. ~~Neglect also means the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult's health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minnesota Statutes section 626.5572, Subd. 17.~~

J. ~~"School personnel" means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.~~

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K. "Vulnerable adult" means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under Minnesota Statutes chapter 245A, except as excluded under Minnesota Statutes section 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or whether any type of service is received, possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual's ability to provide adequately for the individual's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.

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#### IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point responsible for receiving reports.
- B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.
- C. The report shall, to the extent possible, identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident, and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose not public data, as defined under Minnesota Statutes section 13.02, to the extent necessary to comply with the above reporting requirements.
- D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting, or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.
- E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report is prohibited.
- F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

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#### V. INVESTIGATION

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rests with the entity designated by the county for receiving reports.

#### VI. DISSEMINATION OF POLICY AND TRAINING

A. This policy ~~should~~ appear in school personnel handbooks ~~as~~ appropriate.

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B. The school district will develop a method of discussing this policy with employees ~~as~~ appropriate.

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C. This policy ~~should~~ be reviewed at least annually for compliance with state law.

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**Legal References:** Minn. Stat. § 13.02 (~~Government Data Practices; Definitions~~)  
[Minn. Stat. Ch. 245A \(Human Services Licensing\)](#)  
 Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)  
 Minn. Stat. §§ 609.221-609.224 (Assault)  
 Minn. Stat. § 609.232 (~~Crimes Against Vulnerable Adults; Definitions~~)  
 Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)  
 Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)  
 Minn. Stat. § 609.341 (Definitions)  
 Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)  
 Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)  
 Minn. Stat. § 626.5572 (Definitions)  
*In re Kleven*, 736 N.W.2d 707 (Minn. App. 2007)

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**Cross References:** MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)  
 MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)  
 MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
 MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
 MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
[MSBA/MASA Model Policy 515 \(Protection and Privacy of Pupil Records\)](#)

Adopted: ~~November 14, 2005~~  
Revised: ~~July 16, 2018~~

Royalton School District Policy 514  
Reviewed: January 24, 2022

## 514 BULLYING PROHIBITION POLICY

### I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

### II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy (See MSBA/MASA Model Policy 506). The school district may take into account the following factors:
  - 1. The developmental ages and maturity levels of the parties involved;

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2. The levels of harm, surrounding circumstances, and nature of the behavior;
3. Past incidences or past or continuing patterns of behavior;
4. The relationship between the parties involved; and
5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

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

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

- G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

### III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

- A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:
  1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
  2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying as defined in this policy.

- B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that does the following:

1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
  2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
  3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. "On school premises, on school district property, at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.
- F. "Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.
- G. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- H. "Student" means a student enrolled in a public school or a charter school.

#### **IV. REPORTING PROCEDURE**

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall

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be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.
- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

#### **V. SCHOOL DISTRICT ACTION**

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently

severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy (See MSBA/MASA Model Policy 506) and other applicable school district policies; and applicable regulations.

- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

#### **VI. RETALIATION OR REPRISAL**

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

#### **VII. TRAINING AND EDUCATION**

- A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.
- B. The school district shall require ongoing professional development, consistent with [Minnesota Statutes section 122A.60](#), to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:
  - 1. Developmentally appropriate strategies both to prevent and to immediately and

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- effectively intervene to stop prohibited conduct;
2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
  3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
  4. The incidence and nature of cyberbullying; and
  5. Internet safety and cyberbullying.
- C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.
- The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.
- The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:
1. Engage all students in creating a safe and supportive school environment;
  2. Partner with parents and other community members to develop and implement prevention and intervention programs;
  3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
  4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
  5. Teach students to advocate for themselves and others;
  6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
  7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer

instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy (See MSBA/MASA Model Policy 515) in the student handbook.

**VIII. NOTICE**

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.
- C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See MSBA/MASA Model Policy 506) distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

**IX. POLICY REVIEW**

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with [Minnesota Statutes section 121A.031](#) and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

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**Legal References:**

- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
- Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definitions)
- Minn. Stat. § 120B.232 (Character Development Education)
- Minn. Stat. § 121A.03 (~~Model Policy~~)
- Minn. Stat. § 121A.031 (School Student Bullying Policy)
- Minn. Stat. § 121A.0311 (Notice of ~~the~~ Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
- Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
- Minn. Stat. § 121A.69 (Hazing Policy)
- Minn. Stat. Ch. 124E (Charter Schools)
- Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
- 20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
- 34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

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**Cross References:**

- MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
- MSBA/MASA Model Policy 413 (Harassment and Violence)
- MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical

or Sexual Abuse)  
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
MSBA/MASA Model Policy 423 (Employee-Student Relationships)  
MSBA/MASA Model Policy 501 (School Weapons Policy)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 507 (Corporal Punishment)  
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 Policy](#))  
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
MSBA/MASA Model Policy 525 (Violence Prevention)  
MSBA/MASA Model Policy 526 (Hazing Prohibition)  
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)  
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

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Adopted: ~~August 9, 2004~~  
Revised: ~~May 24, 2021~~

~~Royalton School District Policy 515~~  
~~Reviewed: December 20, 2021~~

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- Deleted: MSBA/MASA Model
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[Note: School districts are required by statute to have a policy addressing these issues.] ¶

## 515 PROTECTION AND PRIVACY OF PUPIL RECORDS

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 [United States Code section, 1232g, et seq.](#), (Family Educational Rights and Privacy Act (FERPA)) 34 [Code of Federal Regulations, part 99](#) and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes [chapter, 13](#), and Minnesota Rules [parts 1205.0100-1205.2000](#).

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### III. DEFINITIONS

#### A. Authorized Representative

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

#### B. Biometric Record

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

#### C. Dates of Attendance

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

#### D. Directory Information

"Directory information" means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It

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includes the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status (i.e., full-time or part-time); participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; and the most recent educational agency or institution attended. It also includes the name, address, and telephone number of the student's parent(s). Directory information does not include:

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

E. Education Records

1. What constitutes "education records." Education records means those records that are: (1) directly related to a student; and (2) maintained by the school district or by a party acting for the school district.
2. What does not constitute education records. The term "education records" does not include:
  - a. Records of instructional personnel that are:
    - (1) kept in the sole possession of the maker of the record;
    - (2) used only as a personal memory aid;
    - (3) not accessible or revealed to any other individual except a temporary substitute teacher; and
    - (4) destroyed at the end of the school year.
  - b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:
    - (1) maintained separately from education records;
    - (2) maintained solely for law enforcement purposes; and
    - (3) disclosed only to law enforcement officials of the same

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

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jurisdiction.

- c. Records relating to an individual, including a student, who is employed by the school district which:
  - (1) are made and maintained in the normal course of business;
  - (2) relate exclusively to the individual in that individual's capacity as an employee; and
  - (3) are not available for use for any other purpose.

However, records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.

- d. Records relating to an eligible student, or a student attending an institution of post-secondary education, that are:
  - (1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;
  - (2) made, maintained, or used only in connection with the provision of treatment to the student; and
  - (3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.
- e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.
- f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes section 13.46.

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes section 13.05 or a court order.

**G. Eligible Student**

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

**H. Juvenile Justice System**

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

**I. Legitimate Educational Interest**

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

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

**J. Parent**

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

**K. Personally Identifiable**

“Personally identifiable” means that the data or information includes, but is not limited to: (a) a student’s name; (b) the name of the student’s parent or other family member; (c) the address of the student or student’s family; (d) a personal identifier such as the student’s social security number or student number or biometric record; (e) other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

**L. Record**

“Record” means any information or data recorded in any way including, but not limited

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to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

**M.** Responsible Authority

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“Responsible authority” means [designate title and actual name of individual].

**N.** Student

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

**Q.** School Official

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

**P.** Summary Data

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

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

**Q.** Other Terms and Phrases

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

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**IV. GENERAL CLASSIFICATION**

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

**V. STATEMENT OF RIGHTS**

**A. Rights of Parents and Eligible Students**

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

1. The right to inspect and review the student’s education records;
2. The right to request the amendment of the student’s education records to ensure

that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;

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

B. Eligible Students

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

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C. Students with a Disability

The school district shall follow 34 [Code of Federal Regulations sections 300.610-300.617](#) with regard to the privacy, notice, access, recordkeeping, and accuracy of information related to students with a disability.

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**VI. DISCLOSURE OF EDUCATION RECORDS**

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
  - a. a specification of the records to be disclosed;
  - b. the purpose or purposes of the disclosure;
  - c. the party or class of parties to whom the disclosure may be made;

- d. the consequences of giving informed consent; and
  - e. if appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:
- a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
  - b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.
4. A signed and dated written consent may include a record and signature in electronic form that:
- a. identifies and authenticates a particular person as the source of the electronic consent; and
  - b. indicates such person's approval of the information contained in the electronic consent.
5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
- a. in plain language;
  - b. dated;
  - c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
  - d. specific as to the nature of the information the subject is authorizing to be disclosed;
  - e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
  - f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
  - g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes chapter 256B or Minnesota Care under Minnesota Statutes chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

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6. Eligible Student Consent

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

B. Prior Consent for Disclosure Not Required

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

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;
2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:
  - a. performs an institutional service or function for which the school district would otherwise use employees;
  - b. is under the direct control of the school district with respect to the use and maintenance of education records; and
  - c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made;
3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 [United States Code section, 7917](#), *[insert the following if the school district has a policy regarding Staff Notification of Violent Behavior by Students]* and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes section 260B.171, unless the data are required to be destroyed under Minnesota Statutes section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;
4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;

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5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
  - a. determine eligibility for the aid;
  - b. determine the amount of the aid;
  - c. determine conditions for the aid; or
  - d. enforce the terms and conditions of the aid.

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

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
  - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or
  - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers;
7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes,

but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 [United States Code section 2332b\(g\)\(5\)\(B\)](#), an act of domestic or international terrorism as defined in 18 U.S.C. § 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;
11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;
12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety

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of the student or other individuals;

13. Information the school district has designated as "directory information" pursuant to Section VII. of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;
15. To the parent of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
  - a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;
  - b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

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

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is

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

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota Statutes section 260B.171, subdivision 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

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

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition

Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or

22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 [United States Code section 5304](#)), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

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C. Nonpublic School Students

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

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

**VII. RELEASE OF DIRECTORY INFORMATION**

A. Classification

Directory information is public except as provided herein.

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain

information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

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

1. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:
  - a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
  - b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and
  - c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.
2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of this policy.
3. A parent or eligible student may not opt out of the directory information disclosures to:
  - a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or
  - b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.
4. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

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

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

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

E. Duration

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

## VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

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

B. Private Records Not Accessible to Parent

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

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:
  - a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
  - b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;

- c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
- d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and
- e. whether the data concerns medical, dental or other health services provided pursuant to Minnesota Statutes sections 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

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

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

**IX. DISCLOSURE OF CONFIDENTIAL RECORDS**

A. Confidential Records

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

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes Chapter 260E , written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes Chapter 260E.

Regardless of whether a written report is made under Minnesota Statutes Chapter 260E, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

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

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
2. A complainant has access to a statement he or she provided to the school district.
3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes section 13.393.
4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:
  - a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;
  - b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
  - c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.
5. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

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

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

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student's

parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes section 121A.40, *et seq.*

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

- A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.
- B. Data released to military recruiting officers under this provision:
  - 1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military;
  - 2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and
  - 3. copying fees shall not be imposed.
- C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority [*designate title of individual, i.e., building principal*] in writing by [*date*] each year. The written request must include the following information:
  - 1. Name of student and parent, as appropriate;
  - 2. Home address;
  - 3. Student's grade level;
  - 4. School presently attended by student;
  - 5. Parent's legal relationship to student, if applicable;
  - 6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
  - 7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.

- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
- E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

**XII. LIMITS ON REDISCLOSURE**

A. Redisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure Not Prohibited

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

C. Classification of Disclosed Data

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

D. Notification

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

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

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### **XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING**

#### **A. Responsible Authority**

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

#### **B. Record Security**

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

#### **C. Plan for Securing Student Records**

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

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

#### **D. Review of Written Plan for Securing Student Records**

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

#### **E. Record Keeping**

1. The principal shall, for each request for and each disclosure of personally

identifiable information from the education records of a student, maintain a record, with the education records of the student, that indicates:

- a. the parties who have requested or received personally identifiable information from the education records of the student;
  - b. the legitimate interests these parties had in requesting or obtaining the information; and
  - c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.
2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:
- a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
  - b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
  - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 [Code of Federal Regulations section 99.32](#) and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.
3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 [United States Code section 2332b\(g\)\(5\)\(B\)](#) or an act of domestic or international terrorism.
4. The record of requests of disclosures may be inspected by:
- a. the parent of the student or the eligible student;
  - b. the school official or his or her assistants who are responsible for the custody of the records; and

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- c. the parties authorized by law to audit the record-keeping procedures of the school district.
- 5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:
  - a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and
  - b. the parties to whom the school district disclosed the information.
- 6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

**XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS**

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

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

B. Response to Request for Access

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

C. Right to Inspect and Review

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

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

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect

education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of Student Records

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

F. Records Containing Information on More Than One Student

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

G. Authority to Inspect or Review

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

H. Fees for Copies of Records

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

or eligible student from exercising their right to inspect or review the student's education records.

**XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA**

A. Request to Amend Education Records

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

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

B. Right to a Hearing

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

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

is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.
2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.
3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.
4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minnesota Statutes chapter 14 relating to contested cases.

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**XVI. PROBLEMS ACCESSING DATA**

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

**XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA**

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Avenue S.W., Washington, D.C. 20202-8520.

B. Content of Complaint

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

**XVIII. WAIVER**

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

**XIX. ANNUAL NOTIFICATION OF RIGHTS**

A. Contents of Notice

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

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

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

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

C. Notification to Parents or Eligible Students Who are Disabled

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

**XX. DESTRUCTION AND RETENTION OF RECORDS**

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

**XXI. COPIES OF POLICY**

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

- Legal References:**
- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
  - Minn. Stat. § 13.393 (Attorneys)
  - Minn. Stat. Ch. 14 (Administrative Procedures Act)
  - Minn. Stat. § 120A.22 (Compulsory Instruction)
  - Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
  - Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
  - Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
  - Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
  - Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
  - Minn. Stat. Ch. 256L (MinnesotaCare)
  - Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
  - Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
  - Minn. Stat. § 363A.42 (Public Records; Accessibility)
  - [Minn. Stat. § 626.557 \(Reporting of Maltreatment of Vulnerable Adults\)](#)
  - Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
  - 10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
  - 18 U.S.C. § 2331 (Definitions)
  - 18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
  - 20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
  - 20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
  - 20 U.S.C. § 7908 (Armed Forces Recruiting Information)
  - 20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
  - 25 U.S.C. § 5304 (Definitions – Tribal Organization)
  - 26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
  - 42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
  - 42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
  - 34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
  - 34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
  - 42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
  - Gonzaga University v. Doe*, 536 U.S. 273 309 (2002)
  - [Dept. of Admin. Advisory Op. No. 21-008 \(December 8, 2021\)](#)

- Cross References:**
- MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
  - MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
  - MSBA/MASA Model Policy 506 (Student Discipline)
  - MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
  - MSBA/MASA Model Policy 520 (Student Surveys)

MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
MSBA/MASA Model Policy 722 (Public Data Requests)  
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)  
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

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Adopted: [February 9, 2004](#)  
Revised: [August 21, 2018](#)

MSBA/MASA Model Policy 521  
Reviewed: [August 24, 2020](#)

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## 521 STUDENT DISABILITY NONDISCRIMINATION

### I. PURPOSE

The purpose of this policy is to protect students with disabilities from discrimination on the basis of disability and to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973 (Section 504), need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

### II. GENERAL STATEMENT OF POLICY

- A. Students with disabilities who meet the criteria of Paragraph C. below are protected from discrimination on the basis of a disability.
- B. The responsibility of the school district is to identify and evaluate learners who, within the intent of Section 504, need services, accommodations, or programs in order that such learners may receive a free appropriate public education.
- C. For this policy, a learner who is protected under Section 504 is one who:
  - 1. has a physical or mental impairment that substantially limits one or more of such person's major life activities; or
  - 2. has a record of such an impairment; or
  - 3. is regarded as having such an impairment.
- D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act.

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### III. COORDINATOR

Persons who have questions or comments should contact [Jesa Boser, 504 Coordinator at 120 S. Hawthorn, Royalton, MN 56373 or \(320\)584-4000](#). This person is the school district's Americans with Disabilities Act/Section 504 coordinator. Persons who wish to make a complaint regarding a disability discrimination matter may use the accompanying Student Disability Discrimination Grievance Report Form. The form should be given to the ADA/Section 504 coordinator.

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#### Legal References:

- [42 U.S.C. Ch. 126 \(Equal Opportunity for Individuals with Disabilities\)](#)
- 29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
- 34 C.F.R. Part 104 (Section 504 Implementing Regulations)

Deleted: Pub. L. 110-325, 122 Stat. 3553 (ADA Amendments Act of 2008, § 7)

#### Cross References:

MSBA/MASA Model Policy 402 (Disability Nondiscrimination)

Adopted: [September 8, 2003](#)  
Revised: [September 28, 2020](#)

[Roylton School District Policy 531](#)  
Reviewed:

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## 531 THE PLEDGE OF ALLEGIANCE

### I. PURPOSE

The school board recognizes the need to display an appropriate United States flag and to provide instruction to students in the proper etiquette, display, and respect of the flag. The purpose of this policy is to provide for recitation of the Pledge of Allegiance and instruction in school to help further that end. [All rooms used for instruction and public meetings will display the American Flag.](#)

Deleted: **[Note: Recitation of the Pledge of Allegiance by students and instruction of students as provided in this policy are required by statute. Also, the statement in Part III., below, must be included in the student handbook or a policy guide. A local school board or a charter school board of directors may waive these statutory requirements by a majority vote taken annually. If the local school board or charter school board of directors waives the requirement to recite the Pledge of Allegiance, it may adopt a district or school policy regarding the reciting of the Pledge of Allegiance.]**¶

### II. GENERAL STATEMENT OF POLICY

Students in this school district shall recite the Pledge of Allegiance to the flag of the United States of America one or more times each week. The recitation shall be conducted:

- A. By each individual classroom teacher or the teacher's surrogate; or
- B. Over a school intercom system by a person designated by the school principal or other person having administrative control over the school.

### III. EXCEPTIONS

Anyone who does not wish to participate in reciting the Pledge of Allegiance for any personal reasons may elect not to do so. Students and school personnel must respect another person's right to make that choice [whether they are choosing to participate or not-participate.](#)

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### IV. INSTRUCTION

Students will be instructed in the proper etiquette toward, correct display of, and respect for the flag, and in patriotic exercises.

**Legal References:** [Minnesota Statue section 121A.11, Subd. 3 \(Pledge of Allegiance\)](#)  
[Minnesota Statue section 121A.11, Subd.4 \(Instruction\)](#)

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**Cross References:** None

Adopted: August 14, 2006

Royalton School District Policy 516

Revised:

Reviewed:

## 516 STUDENT MEDICATION

### 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. DEFINITIONS

For the purpose of this policy "medication" includes both prescription and non-prescription (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. REQUIREMENTS

- A. The administration of prescription medication requires 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 acknowledgement and agreement that unlicensed personnel may administer the medication per physician's instructions for prescription medication and bottle instructions for OTC medications. The school 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 (Form 2A for OTC medications) is required after one day.
- B. An "Adminstrating 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 Minnesota Statutes section 152.22, subdivision 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. Prescription medications must be brought to school by a parent/guardian in the original container.
- D. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.

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*[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.]*

Deleted: 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.

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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 ~~k~~ 5. below), [prescription epinephrine pens approved by a medical provider to self carry](#), 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).

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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 1B](#)) 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.

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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 [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.

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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.

7. Nonprescription Medication.

[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 \(Form 2A\)](#)

[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

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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.

c. A primary student may have nonprescription medication at school. The medication will be kept in the health office and may not be self-administered. An OTC Medication form (Form 2A) must be completed and on file for the medication to be administered.

d. Essential oils may be used in the form of a personal diffuser such as a necklace or bracelet only so long as it doesn't disturb others. The essential oil must be applied to the bracelet or necklace at home, not in the school. Essential oils may not be applied by students in school or by school personnel.

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 section 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

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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 ~~nurse and school district administrator~~ 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 ~~nurse and school district administrator~~ 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 bin 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~~ 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.223 (Possession and Use of Sunscreen)
- [Minn. Stat. § 151.212 \(Label of Prescription Drug Containers\)](#)
- Minn. Stat. § 152.01 (Definitions)
- Minn. Stat. § 152.22 (Definitions)
- Minn. Stat. § 152.23 (Limitations)
- 20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
- 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)

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Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)¶

**Deleted:** Minn. Stat. § 151.212 (Label of Prescription Drug Containers)

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Adopted: September 28, 2020  
Revised: \_\_\_\_\_

Royalton School District Policy 722  
Reviewed: September 26, 2022

## 722 PUBLIC DATA AND DATA SUBJECT REQUESTS

### I. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

### II. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 (MGDPA), and Minnesota Rules parts 1205.0100-1205.2000 in responding to requests for public data.

### III. DEFINITIONS

#### A. Confidential Data on Individuals

Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.

#### B. Data on Individuals

All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.

#### C. Data Practices Compliance Officer

The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.

#### D. Government Data

All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

#### E. Individual

"Individual" means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.

#### F. Inspection

"Inspection" means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by

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Deleted: [Note: School districts are required by statute to establish procedures consistent with the Minnesota Government Data Practices Act for public data requests and data subject requests.] ¶

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the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public's own computer equipment.

G. Not Public Data

Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.

H. Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.

I. Private Data on Individuals

Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.

J. Protected Nonpublic Data

Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.

K. Public Data

All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

L. Public Data Not on Individuals

Data accessible to the public pursuant to Minnesota Statutes section 13.03.

M. Public Data on Individuals

Data accessible to the public in accordance with the provisions of section 13.03.

N. Responsible Authority

The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

O. Summary Data

Statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

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**IV. REQUESTS FOR PUBLIC DATA**

- A. All requests for public data must be made in writing directed to the responsible authority.
  - 1. A request for public data must include the following information:

- a. Date the request is made;
  - b. A clear description of the data requested;
  - c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
  - d. Method to contact the requestor (such as phone number, address, or email address).
2. ~~Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.~~
  3. The identity of the requestor is public, if provided, but cannot be required by the government entity.
  4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- B. The responsible authority will respond to a data request at reasonable times and places as follows:
1. The responsible authority will notify the requestor in writing as follows:
    - a. The requested data does not exist; or
    - b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or
      - (1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.
      - (2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.
    - c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.
  2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.
  3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.

**Deleted:** A requestor is not required to explain the reason for the data request.

4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.
5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

**V. REQUEST FOR SUMMARY DATA**

- A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.
  1. A request for the preparation of summary data must include the following information:
    - a. Date the request is made;
    - b. A clear description of the data requested;
    - c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
    - d. Method to contact requestor (phone number, address, or email address).
- B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:
  1. The estimated costs of preparing the summary data, if any; and
  2. The summary data requested; or
  3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or
  4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.
- C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

**VI. DATA BY AN INDIVIDUAL DATA SUBJECT**

- A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.
- B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.
- C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is

classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.

- D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.
- E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.
- F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.
- G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.
- H. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.
- I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.
- J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the commissioner of administration's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

#### **VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA**

- A. All requests for individual subject data must be made in writing directed to the responsible authority.
- B. A request for individual subject data must include the following information:

1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;
  2. Date the request is made;
  3. A clear description of the data requested;
  4. Proof that the individual is the data subject or the data subject's parent or guardian;
  5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
  6. Method to contact the requestor (such as phone number, address, or email address).
- C. The identity of the requestor of private data is private.
- D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

**VIII. COSTS**

A. Public Data

1. The school district will charge for copies provided as follows:
  - a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.
  - b. More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.
    - (1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).
    - (2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.
2. All charges must be paid for in cash in advance of receiving the copies.

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.
2. The school district may assess costs associated with the preparation of summary data as follows:

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- a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;
- b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

**C. Data Belonging to an Individual Subject**

- 1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII.A of this policy that apply to requests for data by the public.

- 2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child’s parent or guardian or by the child upon the child reaching the age of majority.

**IX. Annual Review and Posting**

- A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public’s ability to access data.
- B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district’s website.

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**Data Practices Contacts**

**Responsible Authority:**

[Kristine J. Wehrkamp Herman](#)  
[120 South Hawthorn St](#)  
[320.584.4250](#)  
[Kristine.wehrkamp@isd485.org](mailto:Kristine.wehrkamp@isd485.org)

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Deleted: [Name]

Deleted: [Location]

Deleted: [Phone number; email address]

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**Data Practices Compliance Official:**

[Amy Krueger](#)  
[120 South Hawthorn St](#)  
[320.584.4248](#)  
[Amy.krueger@isd485.org](mailto:Amy.krueger@isd485.org)

Deleted: [Name]

Deleted: [Location]

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**Data Practices Designee(s):**

[Amy Krueger](#)  
[120 South Hawthorn St](#)  
[320.584.4248](#)  
[Amy.krueger@isd485.org](mailto:Amy.krueger@isd485.org)

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 [Location]¶  
 [Phone number; email address]¶

**Legal References:**

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
[Minn. Stat. § 13.01 \(Government Data\)](#)  
[Minn. Stat. § 13.02 \(Definitions\)](#)  
Minn. Stat. § 13.025 (Government Entity Obligation)  
[Minn. Stat. § 13.03 \(Access to Government Data\)](#)  
[Minn. Stat. § 13.04 \(Rights of Subjects to Data\)](#)  
[Minn. Stat. § 13.05 \(Duties of Responsible Authority\)](#)  
[Minn. Stat. § 13.32 \(Educational Data\)](#)  
[Minn. Rules Part 1205.0300 \(Access to Public Data\)](#)  
[Minn. Rules Part 1205.0400 \(Access to Private Data\)](#)

**Cross References:**

MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)